

**REGULAR MEETING
DESTIN CITY COUNCIL
DECEMBER 3, 2018
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

CALL TO ORDER

INVOCATION (Reverend Logan Landes - Grace Lutheran Church)

PLEDGE OF ALLEGIANCE

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

1. APPROVAL OF MINUTES

A. Approval of minutes of October 15, 2018 regular city council meeting

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS (No public comments)

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

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

4. CITY MANAGER REPORTS

A. City Manager Candidates - Discussion

B. Code Compliance Department Update

C. Public Beach Initiative

D. New Year's Eve Harbor Boardwalk Special Event Co-Sponsorship - Discussion

E. Follow up from Short-Term Rental Workshop Held on October 25, 2018, and Discussion of Preliminary Draft Ordinance

F. Discussion of Commercial Events in Residential Areas and Proposed Ordinance in Preliminary Draft Form

5. PUBLIC HEARINGS

A. SRG Properties, Inc. Major Deviation to Restaurant Row Redevelopment (SP #9864)

B. First reading of Ordinance 18-26-LC - Amending Article 2 of the Land Development Code to amending the application categories for vested rights determinations

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

D. First Reading of Ordinance 18-28-CC - Amendment to Harbor and Waterways Ordinance

6. *CONSENT AGENDA (No public comments)

- A. Reimbursement to Councilmember Skip Overdier for expenses incurred while attending the 58th Annual Legislative Conference in Orlando, Florida, from November 14 - 17, 2018
- B. Resolution 18-46: 2019 Concessions Agreement Renewal with Greek's Catering and Events, Inc.
- C. First Amended and Restated City Attorney Employment Agreement

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

- A. Councilmember Braden
- B. Councilmember Ramswell
- C. Councilmember Dixon
- D. Councilmember Overdier
- E. Councilmember Marler
- F. Councilmember Destin
- G. Councilmember Morgan
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney
 - 1. Sandalwood Takings Discussion

8. ADJOURN

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

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

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

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

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

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

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

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**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
OCTOBER 15, 2018
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Gary Jarvis
Councilmember Chatham Morgan
Councilmember Cyron Marler

Councilmember Tuffy Dixon
Councilmember Prebble Ramswell
Councilmember Skip Overdier

Destin City Staff

Interim City Manager Lance Johnson
Acting Parks & Recreation Director Lisa Firth
Acting Community Dev. Director Steve Schmidt
Public Information Manager Doug Rainer
City Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey
HR Manager Karen Jankowski
Finance Director Bragg Farmer
Library Director Wen Livingston
City Attorney Jeffrey Burns

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM. Father Mike Hesse of Immanuel Anglican Church gave the invocation; which was then followed by the Pledge of Allegiance.

AGENDA APPROVAL

Motion by Councilmember Morgan, seconded by Councilmember Overdier, to approve the addition of the following items to the agenda passed 5-0 (Council members Morgan, Marler, Overdier, Dixon and Ramswell voted “yes”; Council members Destin and Braden were absent from the meeting).

- **Acting Public Services Director – place under CITY MANAGER REPORTS**
- **Tetra Tech contract – place under CITY ATTORNEY COMMENTS**
- **Discussion on City Manager resumes – place under CITY MANAGER REPORTS**

Councilmember Marler moved to allow Mr. Joseph Dougherty to make a presentation under agenda item #2; seconded by Councilmember Overdier. Motion passed 4-1 (Council members Morgan, Marler, Overdier, and Ramswell voted “yes”; Councilmember Dixon voted “no”; Council members Destin and Braden were absent from the meeting).

Motion by Councilmember Marler, seconded by Councilmember Overdier, to pass the agenda, as amended, passed 5-0 (Council members Morgan, Marler, Overdier, Dixon and Ramswell voted “yes”; Council members Destin and Braden were absent from the meeting).

1. APPROVAL OF MINUTES

A. Approval of minutes of September 13, 2018 special city council meeting

Councilmember Marler moved to approve minutes of September 13, 2018 special city council meeting; seconded by Councilmember Ramswell. Motion passed 5-0 (Council members Morgan, Marler, Overdier, Dixon and Ramswell voted “yes”; Council members Destin and Braden were absent from the meeting).

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

A. Presentation by Mr. Joseph Dougherty – Reinterpretation of rules for swimming pools under the Land Development Code

Mr. Joseph Dougherty, of Dougherty Architecture, distributed some written materials to the City Council. He then read the following provisions under Section 9.06.00 – Accessory Structures and Uses – of the Land Development Code (LDC):

A(1) – The location of swimming pools should be regulated as to minimum distances from buildings or structures for safety reasons and from side or rear property lines for human safety, constructional integrity reasons and to abate noise.

E – Location. No portion of a swimming pool outside a building shall be located at a distance less than three feet from a building measured from the building to the water’s edge.

According to Mr. Dougherty, swimming pools are becoming more sophisticated, and more and more a component of the house, not just a leisurely place for the family to enjoy. They have a number of clients in the City of Destin and the surrounding counties that are pushing for certain styles of pool that would not conform to the LDC requirement as it is currently written. He stated that when he met with City Manager and staff, he was told permits for these types of pool would not be granted. He noted that Walton County code addresses the 48 inch high fence for the pool, but they have no provisions regarding distance from the resident. He asked the Council to consider re-interpreting the code and differentiating between a commercial and a residential pool.

The Land Use Attorney stated they could amend the LDC and address the concern with the building code if the Council so desires.

The Mayor suggests the Land Use Attorney look at this issue from the legal aspect and coordinates matter with the City Engineer to make sure there are no underlying issues involved; and then come back to Council with some recommendations.

According to the Land Use Attorney, if they were to make changes to the LDC such as allowing pools to get closer than three feet to the house, the proposed changes would go before the Local Planning Agency for recommendations and then to Council for two readings; unless the Council wants to review the proposed changes and provide policy direction first.

There was a general consensus among the Council members to allow the Land Use Attorney to present the proposed LDC amendments to the Local Planning Agency for recommendation, and then to the City Council for adoption.

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

Mr. Allen French, representing Trees on the Coast, informed the Council they have started planting the 49 Sand Live Oaks, and that many more would be planted soon. He expressed his gratitude to the Council for partnering with the Trees on the Coast; adding that great things happen when a government, community, non-profit organization and local businesses all work together for a common cause. He also announced their plan to conduct a ceremony this coming Saturday for fallen heroes. They will be honoring the 11 servicemen who tragically perished in the Blackhawk helicopter crash two years ago.

4. CITY MANAGER REPORTS

A. Separation of Code Enforcement Division from Community Development Department

The Interim City Manager requested that the City Council considers separating the existing Code Enforcement Division from the Community Development Department forming a new Code Enforcement Department. He stated that both community development and code enforcement are of critical importance within the City and carry heavy workloads. He believes that separation of community development and code enforcement into two separate departments would allow staff to more effectively and expeditiously handle the high volume of work currently handled by the existing single department. He noted that the three available options for the Council are (1) to take no action at this time; (2) to separate the existing Code Enforcement Division from the Community Development Department creating a new Code Compliance Department with a Code Compliance Manager; or (3) to create a new Code Compliance Department and commence the process for selecting a director to oversee the new department. He added that the second option may be the best option at this time as they have not budgeted for a new director. The Code Compliance Manager could report directly to the City Manager until such time they could afford to pay for a new director.

Councilmember Morgan moved to accept the City Manager's recommendation to separate the existing Code Enforcement Division from the Community Development Department and create a new Code Compliance Department; seconded by Councilmember Ramswell.

Councilmember Ramswell stated this is a good idea because she feels code enforcement is better suited as a standalone entity; and that it would ease the burden on the Community Development Department.

Councilmember Marler stated that he agrees with the City Manager on separating the code enforcement from community development; however, he is deeply saddened by the recent resignation of the former Code Enforcement Manager John Mahone. He also feels the Council is violating the City Charter by interfering in the administrative duties of the City Manager with all the email inquiries about code enforcement as well as all the accusations at public meetings. He continued they need to look at their charter a bit closer and make any changes they feel are appropriate by putting on a referendum for the next election cycle. He added that the City Council's job is to legislate and not interfere with the performance of the City Manager's administrative duties.

Councilmember Morgan stated that other than criticizing a department that he personally does not think has been well run, he would like to hear one specific example of how the Council has micromanaged their Code Enforcement Division and violated the charter.

Councilmember Marler stated that one example is the hundreds of emails certain Council members have requested from staff to find out different things about code enforcement and then making negative comments in public rather than having the City Manager look into any potential problems. He added that the Council pretty much put down their Code Enforcement Division during several public meetings which hurt the morale and led to resignations by several staff members.

Councilmember Morgan argues that the Council's job is to address problems in the City in a public forum.

The Mayor stated that separating community development and code enforcement is a good idea; but, he would like to make sure the new position have clear and definitive directions and goals that are publicly known. The City Manager would then evaluate those goals to make sure they are being met as time goes by. It should also allow the Council to take a look at the job performance of the department and bring to the attention of the City Manager any problems they may have with the way things are being done.

The Mayor called for a vote on the motion, which passes 5-0 (Council members Morgan, Marler, Overdier, Dixon and Ramswell voted "yes"; Council members Destin and Braden were absent from the meeting).

B. Acting Public Services Director

The Interim City Manager requested that the City Council affirms his appointment of Mr. Tim Pietenpol to the position of Acting Public Serviced Director until such time that a permanent replacement is hired.

Motion by Councilmember Dixon, seconded by Councilmember Marler, to approve the appointment of Mr. Tim Pietenpol as Acting Public Services Director passed 5-0 (Council members Morgan, Marler, Overdier, Dixon and Ramswell voted "yes"; Council members Destin and Braden were absent from the meeting).

C. Announcements & Updates

The Interim City Manager expressed his gratitude to City staff for the work they did before and immediately after the storm. He announced that Friday is the normal pick-up day for storm debris and yard waste; adding that debris must meet normal Waste Management requirements.

Councilmember Dixon asked if the City has conducted an inventory of all their docks and seawalls to see if they have sustained enough damage to be able to request assistance from FEMA.

According to the Interim City Manager, they are tracking both the time spent and materials used leading up to and after the storm, as well as calculating the cost of any necessary repairs. He stated there has been no declaration of a disaster area for the County yet; and so until that happens they are weighing other options they have to pursue reimbursement through FEMA. He further stated that other types of debris such as boards destroyed by the wave action ending up on people's yard, would require special pick-up by Waste Management. These types of debris are mostly located along Indian Trail and Calhoun Avenue and small section of Beach down by Mattie Kelly Fishing Pier. It would cost approximately \$2,500 to \$5,000 and would require Council's approval

Councilmember Morgan moved to authorize the Interim City Manager to execute a contract with Waste Management for a one-time special residential pickup of storm debris on Beach Drive, Calhoun Avenue and Indian Trail within the next two weeks; seconded by Councilmember Marler. Motion passed 5-0 (Council members Morgan, Marler, Overdier, Dixon and Ramswell voted "yes"; Council members Destin and Braden were absent from the meeting).

The Interim City Manager proceeded with the rest of his announcements:

- Monday, October 22nd, at 5:30 p.m. – City Council workshop on cross-town connector/parking
- Thursday, October 25th – City of Destin Open House at the Destin Community Center, from 11:30 a.m. to 1:00 p.m.
- Thursday, October 25th at 5:30 p.m. – City Council workshop on short-term rentals
- Monday, October 29th from 5:00 to 8:00 p.m. – 18th Annual Fall Fest at the Destin Community Center
- Thursday, November 1st, 5:00 to 6:00 p.m. – Meet and Greet for the 4 finalists for the Community Development Director position
- Saturday, November 3rd, 8:30 – 10:00 a.m. – Annual Pin Fish Classic at the docks behind A.J.s Restaurant
- November 5th - CRA Board Meeting to approve the CRA FY 2019 budgets
- Tuesday, October 16th, at 1:00 p.m., at the Catholic Church in Miramar Beach - Memorial services for Andy Fette, City's Park Supervisor. Mr. Fette was a great individual and an asset to the community. He will be greatly missed.

D. City Manager resumes

According to Councilmember Ramswell, she is a little confused as to where they are on this process and what is expected of the Council tonight. She stated that her understanding after the last Council meeting was for each Council member to send a list of their top 5 or so candidates to the Human Resources Manager and Mr. Buzz Eddy from FCCMA. Mr. Eddy would then sort through the votes and come up with another list of the top candidates and present that list to the Council tonight so they could discuss and agree on the number of candidates to interview; but the list was not included in their meeting packet.

The Human Resources Manager Karen Jankowski stated they have only received two lists thus far. Other members of the Council have not submitted their list.

According to the Mayor, one good reason for the delay may have been the recent storm that passed through the area. He suggests they hold themselves to a date certain to where they could get a list to Ms. Jankowski and Mr. Eddy.

After a brief discussion, the Council agreed to set a deadline of Monday, October 29th to submit the list to Ms. Jankowski and Mr. Eddy. Ms. Jankowski would then bring back a list of finalists on the November 5th Council meeting based on inputs from the Mayor and Council.

5. PUBLIC HEARINGS

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

The City Attorney read proposed Ordinance 18-22-CC by title; and then presented it to the City Council on first reading.

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

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

Councilmember Overdier moved to approve Ordinance 18-22-CC on first reading; seconded by Councilmember Marler. Motion passed 5-0 (Council members Morgan, Marler, Overdier, Dixon and Ramswell voted “yes”; Council members Destin and Braden were absent from the meeting).

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

The City Attorney read proposed Ordinance 18-06-LC by title; and then presented it to the City Council on first reading.

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

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

Councilmember Morgan asked if staff feels this ordinance would help move the development order review much faster.

According to the Acting Community Development Director Steve Schmidt, it will help cut out some of the delay by not having to send information out to various technical review team members and wait for responses. The proposed ordinance also addresses and clarifies some other issues in the LDC that should make the process run a lot smoother.

The Mayor asked for an update on how close they are getting in aligning the Land Development Code with the Comprehensive Plan.

Mr. Schmidt explained there were some changes made to the comprehensive plan and the Land Development Code needed to be aligned with those changes. Prior to that effort, the Comprehensive Plan went through another change and so the Land Development Code is currently two changes behind. He also stated that due to recent turnover of personnel, the Planning Department is down to just one planner who has only been with the City for a little over 6 months and a consultant that comes in two days a week. Both planners live in Panama City that was devastated by a recent storm event. He also noted they are currently in the process of

hiring a Community Development Director and another planner, and they should be able to get things moving along once they come on board.

Councilmember Overdier asked if all the other agencies such as the Destin Water Users, Okaloosa Gas and Gulf Power have agreed to send representatives to the meetings. He stated that the process will not work unless they all agreed to attend the meetings.

According to Mr. Schmidt, most of these organizations are happy with the new process and have agreed to participate.

Motion by Councilmember Marler, seconded by Councilmember Ramswell, to approve Ordinance 18-06-LC on first reading passed 5-0 (Council members Morgan, Marler, Overdier, Dixon and Ramswell voted “yes”; Council members Destin and Braden were absent from the meeting).

- C. First reading of Ordinance 18-15-LC – Use of wheeled vehicles on public and private of the beach

The City Attorney read proposed Ordinance 18-15-LC by title; and then presented it to the City Council on first reading.

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

Councilmember Overdier moved to approve Ordinance 18-15-LC on first reading and direct staff to schedule a second reading for final adoption; seconded by Councilmember Ramswell.

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

Ms. Marcie Bell, a Destin resident, stated that she lives out by the jetties; and that she was thankful there was no driving allowed on that private beach that broke down the dune system that protected her home. Her house did not wash away and all the dune systems held up quite well after a near miss from Hurricane Michael. She continued that the only real breach that she recognized out on the public and private beach was by the Osteen beach access. There was a wash through the dunes that came around the first dune. She added that the Corps of Engineers may need to be contacted about the sand washout at that jetty.

Mr. Alex Metz, owner of Sunny Sand Beach Service, spoke next. He stated that after the last meeting, they asked that this ordinance be amended to include provisions for beach vendors. They forwarded recommendations to the City Manager and the City Council; but, none of their recommendations were accepted. There were some amendments made, specifically for permitting;

and it seems everybody has been addressed in the ordinance except for beach vendors. He stated that without specific language allowing beach vendors to access their properties and their businesses on a daily basis would affect their livelihood. He recommends allowing one heavy wheeled vehicle and one light wheeled vehicle, such as an ATV or a gator, per vending permit location registered at the beginning of the year so they do not have to wait on City staff to approve specific permitting times after sunrise and before sunset. They would not be allowed to leave the vending property unless it is during heavy wheeled vehicle times to prevent an ATV from traversing when it is the most heavily populated time on the beach. He also recommends having a preseason and postseason open week to allow heavy wheeled vehicle to access the beach during daylight hours. This would be the last week in February and the first week in November which is after the typical beach service season to remove their equipment. He added this would also prevent them from clogging City offices with requests to drive on the beach.

Councilmember Dixon asked why they would need to have a heavy vehicle for daily use.

According to Mr. Metz, they do not have to use the heavy vehicle daily; only if they have a box break at the end of the day or if they have broken equipment. He stated that every beach service has different issues that come up at different times. They may need to access the beach every two weeks to get to their property to pull broken equipment off or to get boxes off if they anticipate a storm event. They serve at the discretion of a homeowners association; and so if they make a request today, they have to abide by it usually within 24 hours. He added they would like to have the ability to operate their business as needed.

Councilmember Dixon noted that the main concern is having too many vehicles on the beach creating an erosion problem, as well as protecting the sea turtles. He understands that the boxes where all the chairs and umbrellas are kept are very big and it takes a heavy vehicle to get them off the beach; but, he has reservations about heavy vehicles traversing the beach on a daily basis.

Mr. Metz stated they would only use the vehicles on an as needed basis; adding that nobody wants to drive on the beach unless they have to because the wear and tear on the truck would cost a lot of money.

Councilmember Ramswell suggests including a language such that heavy wheeled vehicle may be utilized to address repair issues as needed.

Mr. Metz agrees, stating that they would even agree to put a time limit on it such as before 8:30 a.m. if they need to do something.

According to the City Attorney, this is the first input he had received from a vendor, and that he never received their recommendation when he was drafting the ordinance and so he intentionally left the vendor provision off the ordinance. He suggests allowing a smaller truck and putting a time limit on when it can be driven on the beach.

Mr. Metz suggests leaving it up to the professionals to determine the appropriate size of the truck that is needed; and then revisit the issue if they feel it is being abused.

Councilmember Dixon remarked that he would not want to stop the beach vendors from conducting their business; but, he also does not want to see trucks coming and going several times a day on the beach. He suggests limiting it to maybe one time a day. He also agrees to allow the experts to determine the appropriate size and weight of certain vehicles to be used.

Councilmember Ramswell asked Mr. Metz to forward to the City Attorney the recommendations he previously sent to the Council. She also stated she liked the idea of allowing the vehicle on the beach maybe an hour in the morning or an hour in the evening to take care of any issues that might arise to avoid the main thrust of the crowd coming in.

Mr. Metz asked that they also include allowing one wheeled vehicle per vending permit location to be registered at the beginning of the year.

Mr. Steven Tatum of Matthews and Jones suggests the City considers rewriting the definition of beach; noting that sub-section number 4 of the proposed ordinance might include the Pointe One property. He continued if they could not have a wheeled vehicle on the beach but they have an existing development order, it would be hard to exercise the development order.

According to the City Attorney, exceptions could be made once the development is completed; however, it would be up to the Council to make that decision.

Having no further comments from the public, the Mayor closed the public hearing and turned the matter over to the City Council for discussion and consideration.

Councilmember Ramswell offered a substitute motion to incorporate inputs received this evening into the ordinance and bring it back to Council for direction passed 5-0 (Council members Morgan, Marler, Overdier, Dixon and Ramswell voted “yes”; Council members Destin and Braden were absent from the meeting).

6. *CONSENT AGENDA

- A. Request for use of city right-of-way for McGuire’s Annual Halloween Fun Run
- B. Resolution 18-41 – FY 2018 Audit Contract
- C. Resolution 18-40 – Okaloosa County Public Library Cooperative Interlocal Agreement
- D. 2018-2019 agreement with the Choctawhatchee Basin Alliance – Resolution 18-42
- E. Resolution 18-43 – Designation of an On-Leash Park for currently licensed dogs as a pilot program

Councilmember Dixon requested that Consent Agenda item 6E be pulled for further discussion.

Motion by Councilmember Morgan, seconded by Councilmember Ramswell, to approve Consent Agenda items 6A thru 6D passed 5-0 (Council members Morgan, Marler, Overdier, Dixon and Ramswell voted “yes”; Council members Destin and Braden were absent from the meeting).

Councilmember Dixon addressed Consent Agenda item 6E; stating that they want the citizens to know they are a pet friendly community, but they do not have to allow dogs in all the parks. There ought to be places where people could go in and have fun without animals being involved.

Councilmember Dixon moved to approve Consent Agenda item 6E; seconded by Councilmember Ramswell.

The Mayor stated that the City Manager's suggestion to have a trial on-leash area for dogs is a very good idea.

Councilmember Overdier noted this is only a 6-month trial period, and that it is the dog owner's responsibility to pick-up after their pets and comply with the other rules. It is not the City staff's responsibility to clean up after the animals or to get involved with altercations between the animals.

Councilmember suggests they add Main Street Park to the on-leash areas since there is no playground equipment and hardly any children in that park. He would like to revisit this issue after 6 months once the pilot program ends.

The Mayor called for a vote on the motion, which passes 5-0 (Council members Morgan, Marler, Overdier, Dixon and Ramswell voted "yes"; Council members Destin and Braden were absent from the meeting).

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

- A. Councilmember Braden
- B. Councilmember Ramswell

According to Councilmember Ramswell, there have been two recent serious traffic accidents right outside the Destin Middle School on Hwy 293 towards the Mid-Bay Bridge right as school let out and children were everywhere. There is no crossing guard over there and the school is asking for some assistance from the City of Destin. They have already asked the school board for help but they have not received any responses. She continued it is a County property but they should try to assist them in getting some sort of crossing guard in that area because there are many students that walk or ride their bikes home and they are crossing that road regularly. It is a highly accident prone area.

The Mayor suggests having the City Manager draft up a letter from the Mayor or the City Council urging the school board and the County Commissioners to assign a crossing guard to guide or control vehicular and pedestrian traffic in that area. He also suggests that a member of this council attends a school board meeting, and then either he or Councilmember Overdier, attends a County Commission meeting to discuss this matter.

- C. Councilmember Dixon

Councilmember Dixon noted that he had recently attended a Public Works and Safety Committee and discussed some of the steps they could take to do something about dangerous curve on Airport Road; including the possibility of putting in some guardrails. He continued they have received some preliminary estimate of the costs and he would like to come back at the next Council meeting with some recommendations on how they should proceed and what they could do to speed up the project.

Councilmember Dixon also stated that someone brought up the idea of placing “You are here” signs on the Harbor Boardwalk to give people, especially the tourists, an idea about the locations of certain businesses. He stated that he would bring this up again at the next CRA Board meeting.

D. Councilmember Overdier

1) Discussion for specific projects related to the ½ cent sales tax

Councilmember Overdier noted that the half-cent sales tax will be on the ballot for the upcoming election. If approved, the City is going to receive about \$10 million. He suggests they discuss and come up with some ideas on how they intend to spend that money. He stated that some of the ideas he and the former City Manager came up with are stormwater improvements, streets and sidewalks infrastructure improvements and undergrounding the electric utilities. He also noted there is a newspaper article criticizing them for not having any plans on how to spend the money.

Councilmember Morgan stated his business would collect approximately an extra \$50,000 a year, but they would only keep roughly \$4,500. He continued he was not overly excited about funding the County’s projects north of the City but he went ahead and supported it in an effort to mend ties with Okaloosa County. He feels it is the job of the County and the Destin Chamber of Commerce to garner public’s support for this initiative because the City of Destin will generate the bulk of this money but they will not get back its fair share of the money for this community. He added that based on their discussion the past few years, it was clear that this Council’s priorities include stormwater and undergrounding utilities; and so these is where they should generate their focus if the money is approved. It would not be hard for them to find ways to spend the money because they also have a long list of capital projects that are not funded every year.

Councilmember Ramswell noted that their City Engineer has a multi-page list of capital projects that they do not have the money to fund; and so they could surely use the money to fund these important projects.

E. Councilmember Marler

Councilmember Marler noted that Hurricane Michael narrowly missed Destin and devastated their neighbors to the east; and for that reason, he is making the following recommendations to prepare the City for the after effects of the hurricane and to assure their readiness in the event another storm of such magnitude threatens this area again:

- Workshop to review and update the City’s hurricane preparation procedures for City facilities
- Workshop to clarify hurricane rules and procedures for the citizens of Destin

- Workshops to discuss how to prepare the City for the following:
 - ❖ Arrival of Snowbirds this winter
 - ❖ Influx of spring breakers and summer visitors
 - ❖ Residents of areas affected by Hurricane Michael relocating in Destin

Councilmember Morgan remarked that the things that happened to those areas hit by Hurricane Michael justify the need to underground their electric utilities. Affected communities are not expected to have power for an extended period of time, and underground utilities could certainly have prevented some of those extended power outages.

- F. Councilmember Destin
- G. Councilmember Morgan
- H. Mayor Jarvis

1) Update: Public Beach Initiative

The Mayor provided a brief update on the public beach initiative. He stated that he and the City Attorneys have met with various landowners and have identified four pieces of property that could really benefit the City of Destin and have willing sellers. They plan to prepare a presentation at the next Council meeting to show the Council those properties and possibly ask the Council to prioritize them and possibly give their authorization to begin negotiations with the owners of the properties. He also stated he has discussed the funding aspect of it with the City Attorney and expect to get a clearer picture soon of what is going to be required in terms of applying for grant money to pay for the property.

The City Attorney noted they have also inquired about the previous Holiday Inn property located across the Big Kahuna's and was told it is not for sale as the owner has other plans for it.

- I. Land Use Attorney
- J. City Attorney
 - 1) Tetra Tech contract

City Attorney associate Steve Baumann noted they were directed by the Council to review the Tetra Tech contract for purposes of termination. In doing so, they found an area of concern, and that was ownership of documents upon termination. Technically, in an architectural or engineering setting, they retain ownership of these types of documents that they produced for the job even when the contract is terminated. However, there is a specific statutory provision in Section 6.1, Article 6, that specifically states that the City would retain ownership of all the documents produced by Tetra Tech for this particular project should it be terminated as long as the City is fully paying its invoices to Tetra Tech. He also noted that Section 7.2 states that the City may terminate this agreement upon conclusion of or during any phase in which consultant shall be entitled to compensation for services performed prior to the notice of termination. Section 7.1 gives the City the right to terminate with a 30-day notice, the purpose of which may be to cure any breach of the contract. It is not written precisely in those words, but the City would be well within its rights to terminate should it chooses to do so. He suggests giving the 30-day notice just to be on the safe side. The City would not have to claim any cause for termination. It would also serve as a professional courtesy.

Mr. Baumann also stated that they discovered a continuing services contract between the City and Hartmann Associates for engineering services. It appears that Tetra Tech most likely bought out Hartmann and Associates. It was dated back to 2005 because there was an assignment of that agreement from Hartmann Associates to Tetra Tech.

The Interim City Manager stated he has not yet determine the validity of this contract, but staff is looking into it because he was advice of the possibility there may be some outstanding small projects that were linked to that contract.

Mr. Baumann noted that if the council chooses to terminate the second agreement, it has the same provision regarding ownership of documents and a clear 60-day notice requirement to terminate that agreement and without requiring a cause for termination. He also noted there is an attorney fee provision within that contract so that if there were any litigations, the prevailing party would recover attorney's fees from the non-prevailing party; and so there is some risk from that standpoint.

The Mayor asked if the contract gives the provision for the contractor to defend themselves from this action from the standpoint that they are given the opportunity to speak at the next council meeting or through written communication between the attorneys.

According to Mr. Baumann, there is no requirement in the contract to give just cause for termination or to give them a chance for rebuttal if the Council decides to entertain a motion to terminate this evening. He suggests Council have counsel write a letter setting forth their decision to terminate.

Councilmember Dixon asked if they would need to pass a motion to set aside the order of the day if they wish to make a motion regarding this issue tonight.

According to the City Attorney, it would not be necessary for the motion to terminate the contract with Tetra Tech since the Council added this item to the agenda during the agenda approval process at the start of the meeting. He suggests waiting until the next meeting to terminate the secondary contract.

Councilmember Ramswell asked if the secondary contract listed Hartman and Associates as the ongoing service provider in the contract with Tetra Tech regarding the park; or if it was a completely separate agreement that has nothing to do with the park whatsoever.

Mr. Baumann explained it was a completely separate agreement that dates back to the early 2000. Hartman and Associates had the original contract and then it was assigned to Tetra Tech. He continued it was their assumption Tetra Tech may have bought out Hartman and Associates.

Councilmember Ramswell noted that the secondary contract was dated back in 2005 and the City bought the park and established service with Tetra Tech in December 2005 going into January 2006. She asked why Hartman and Associates would be listed in the contract as a secondary provider if they were already owned by Tetra Tech by that time.

Mr. Bauman stated the Hartman and Associates contract was dated back all the way to March 2000, and that it was assigned in April 2005.

Councilmember Overdier asked if the park would be placed on hold for the time being until they could find someone else to replace Tetra Tech.

The City Attorney noted that the City has another continuing services contract with another engineering firm.

The Interim City Manager stated he would check with Jenkins Engineering, their other continuing services contractor, if they would be able to handle a project of this scope.

Councilmember Overdier noted that the reason they are terminating Tetra Tech was because they are too expensive. He stated it would not make sense to terminate the contract unless Jenkins Engineering or another firm would charge the City less.

Councilmember Dixon stated that no one in the City monitored the charges from Tetra Tech, and that he feels they took advantage of the City. He also opined that Tetra Tech's presentation to the City a few months ago was unacceptable.

Councilmember Dixon moved to provide Tetra Tech, Inc. a 30-day notice to cancel their contract with the City for the Royal Melvin Heritage Park, and to direct the City Attorney to write a letter setting forth the Council's decision to terminate the contract with Tetra Tech; seconded by Councilmember Ramswell. Motion passed 4-1 (Council members Morgan, Overdier, Dixon and Ramswell voted "yes"; Councilmember Marler voted "no"; Council members Destin and Braden were absent from the meeting).

Councilmember Ramswell asked if they should review the contract with Jenkin's Engineering.

According to Mr. Bauman, they have not had a chance to review the contract, but there is a chance that the contract, as it exists now, could cover the work necessary for the park.

The Mayor suggests the Interim City Manager gives a report to the Council as to the status of the contract.

Having no further business at this time, the meeting was adjourned at 8:10 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 3, 2018

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: City Manager Candidates - Discussion

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 3, 2018

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Joseph Forgione
Kimberly Kopp, Land Use Attorney

FROM: Lance Johnson, Interim City Manager

DATE: November 28, 2018

SUBJECT: Code Compliance Department Update

I. BACKGROUND: On October 15, 2018, the City Council directed the City Manager to establish a new Code Compliance Department by separating the existing Code Enforcement Division from the Community Development Department.

The Interim City Manager has accomplished this directive, and Mr. Joey Forgione has commenced duties as head of the new department. Mr. Forgione has prepared the attachments to present an update on the department to the City Council, including an outline of the goals and vision for the new department.

Mr. Forgione is currently working with the City Manager and City Land Use Attorney on updates to existing ordinances to address the goals of the new department, which ordinances will be provided to the City Council at a future meeting for discussion and consideration.

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

- 1. Code Complainece Update _12-3-2018
- 2. Long Term Rental vision
- 3. Short Term Rental Vision

4. Beach Vendor vision
5. Livery Vessel Vendor Vision

*******Professionalism, Integrity, Transparency, Community Relations, Education*******

1. Preparation

- *Closely Working with City Manager (Lance)
- *Closely Working with City Land Use Attorney (Kopp)
- *Closely Working with City IT (Webb)
- *Closely Working with Okaloosa County Sheriff's Office (Cpt. Nix)

2. Code Compliance Contact Info for Public

- *Destin Website
 - *My Email (operational 24/7, I will respond within a reasonable time frame)
 - *V/M (operational 24/7 I will respond within a reasonable time frame)
 - *I will respond to V/M or Email to answer any questions
 - *If Officer is on duty after hours I can dispatch Officer
 - *If not and the situation needs attention, I will respond

3. Code Compliance SOP

- *In Process of Being Created by City Land Use Attorney. Will be finalized this month.

4. Vehicle Marked Code Compliance

- *Allows citizens to see that Code Compliance Staff is out in the City
- *Staff is available for Citizen Questions / Seeing Code Compliance staff may remind citizens of a question they had for staff
- *May help prevent violations
- *Shows professionalism
- *Helps build community relations

5. Vehicle LED Light Bars Day & Night Use

- *Side of Roads
- *In Neighborhoods Writing Citations
- *Safety for Community
- *Safety for Officers

6. Visibility & Efficiency

- *In Car Printers
 - *Officers can issue warnings, citations, & can hand deliver Notices of Violations
 - *Officers working from vehicles will stream line efficiency
 - *Officers working from vehicles provides visibility
 - *Visibility helps Community Relations
 - *Helps remind neighbor of a question they may have had
 - *Could Prevent Violations from Occurring

7. Professionalism

- *City Attire (Shirts)
- *Appearance (At All Times)
- *Attitude (At All Times)
- *Vehicles

8. Training Goals

- *Within 5 years, attempt to have each officer trained in all 4 levels
- *Code Compliance will conduct in-house training
 - * Being trained brings professionalism, confidence, growth & development

9. Short Term Rental Compliance Officer

- *Assigned a 4x4 Ford Pick-up
- *Visible to Public
- *Builds Rapport
- *Community Relations
- *Manages STR Program (Issues Permits and Inspections)
- *Ensures Compliance of all City Codes (including but not limited to trash, noise & parking violations)
- *Assists other Code Officers

10. Long Term Rental Code Compliance Officer

- *Assigned a 4x4 Ford Pick-up
- *Visible to Public
- *Builds Rapport
- *Community Relations
- *Manages LTR Program (Issues Permits and Inspections)
- *Ensures Compliance of all LTRs
- *Ensures Compliance of all City Codes (including but not limited to unsightly property, trash, noise & parking)
- *Assists other Code Officers

11. Business/Building Code Compliance Officer

- *Assigned a 4x4 Ford Pick-up
- *Visible to Public
- *Builds Rapport
- *Community Relations
- *Manages Beach Vendor Program
- *Ensures Compliance of Business District

- *Ensures Compliance of issued Building Permits (Stop Work Orders)

- *Ensures Compliance of all City Codes (including but not limited to unsightly property, trash, noise & parking)

- *Assists other Code Officers

12. Harbor Compliance Officer

- *Assigned a 4x4 Ford Pick-up

- *Visible to Public

- *Builds Rapport

- *Community Relations

- *Ensures Compliance along Harbor and all Waterways

- *Manages Livery Vessel Program

- *Assist Harbor Board

- *Works closely with Okaloosa S.O. Harbor Unit

13. Beach Compliance Officer (Part-Time Seasonal) (TDD Grant Request for at least 1-2years)

- *Can work in association with Park Rangers

- *Assigned a 4 wheeler or Gator

- *Visible to Public

- *Builds Rapport

- *Community Relations

- *Ensures Beach Vendor Compliance

- *Ensures Compliance of Beach Management Codes

- *Works Closely with Okaloosa S.O.

14. Code Compliance AA

- *Assigned No Vehicle
- *Visible to Public (In Office)
- *Builds Rapport
- *Community Relations
- *Assists Public Day to Day Operations
- *Assigns & Dispatches Complaints to Officers
- *Assists Code officers in Case Management
- *Assists Code officers in Magistrate Prep or Courtroom Prep

15. Code Compliance Manager

- *Assigned a 4x4 Ford Pick-up
- *Visible to Public
- *Builds Rapport
- *Community Relations
- *Oversees day to day Unit Operations
- *Fields Complaints
- *Officer Scheduling
- *Officer Complaints
- *Case Management of Officers
- *Ensures Case Integrity & Quality
- *Assists other Code Officers
- *Ensures Registrations, Vendors, & Livery Vessels Compliance
- *Ensures Compliance of all City Codes (including but not limited to unsightly property, trash, noise & parking)
- *Works closely with CM, IT, City Land Use Attorney, S.O. & all City Departments

16. Weekend Duties

*4-8 Hour shifts staggered shifts (Unless another officer is definitely needed to for staggering)

*Parking Violations

*Garbage Violations

*STR Violations & Registration

*City Park Violations

*Day to Day Violations

17. Night Shift (By Year 2)

*Must be a 2 man shift

*Parking Violations

*Garbage Violations

*Noise Violations

*STR Violations & Registration

*City Park Violations

*Beach Violations

Outline of Long Term Rental Vision

- *Fee increased to \$100.00 (up from \$50) (anticipate additional annual increases)
- * Citation Authority
- *Maybe a 3 step rule as well
- *Clear process for moving forward on violating (Property and maybe Rental Company)
- *Signature of applicant will be required, acknowledging Code provisions and requirements.

Working with City Land Use Attorney on researching, reviewing, & tightening any loose ends on code provisions and LTR application packets.

City Land Use Attorney to prepare Resolution increasing fees for Council consideration.

Short Term Rental Vision

- *Fee \$500.00 (Up from \$250 & anticipate future annual increases)
- * Citation Authority
- *Advertisement of commercial private parties/commercial weddings will constitute prima facia evidence of commercial activity in a residential area.
- *Maybe a 3 step rule as well
- *Clear process for moving forward on violations (Property and maybe Rental Company)
- *Signature of applicant will be required, acknowledging Code provisions and requirements.

Working with City Land Use Attorney on researching, reviewing, & tightening any loose ends on code provisions and STR application packets.

City Land Use Attorney to prepare Resolution increasing fees for Council consideration.

Beach Vendor Vision

- *Registration Fee \$100.00 per Property (up from \$50 and anticipate annual increases)
- *Business Tax Receipts
- *Employees required to be CPR-Certified within given time frame
- *Number of Set-ups to be limited
- *Property owner authorization to vend
- *Applicants to provide drawings of set-up locations
- *Vehicle info (reg., ins., make model to receive pass for set-up, storms, & take down)
- *4 wheeler or gator info required
- *Livery registration required
- *Harassment of public to be prohibited and strictly enforced.
- *Violations of beach management codes to be strictly enforced
- * Signature of applicant will be required, acknowledging Code provisions and requirements
- *Considering Imposing Required 5-foot side setbacks for vendors
- *Citation Authority for Officers
- *3 strike rule with authority to pull vendor registration
- *a clear 3-step process for violations

Working with City Land Use Attorney on researching, reviewing, & tightening any loose ends on code provisions and beach vendor application packets.

City Land Use Attorney to prepare Resolution increasing fees for Council consideration.

Livery Vessel Vendor Vision

- * Fee no change at this time (\$75)
- * Ensure connections between livery vessel permit applications and beach vendor applications are recognized and addressed during application processes
- * 3 Strike rule
- * Clear process for bringing violations forward against the vendors &/or property owners
- * Signature of applicant will be required, acknowledging Code provisions and requirements

Working with City Land Use Attorney on researching, reviewing, & tightening any loose ends on code provisions and Livery Vessel application packets.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 3, 2018**TYPE OF AGENDA ITEM:** City Manager Report

TO: City Council**THRU:****FROM:****DATE:****SUBJECT:** New Year's Eve Harbor Boardwalk Special Event Co-Sponsorship - Discussion

I. BACKGROUND: For the past several years residents and visitors have celebrated New Year's Eve on the harbor boardwalk. Part of this celebration has included a ball-drop at midnight which starts on the north side of the harbor, traverses across the harbor and terminates on the south-side of the harbor at midnight. Staff would like Council to consider co-sponsoring the New Year's Eve celebration along the harbor boardwalk which would allow the "ball" to terminate on Norriego Point Park. As with other cosponsorships the City would require the primary sponsor, in this case Harbor Walk, to provide the City with an executed Hold Harmless agreement and Certificate of Insurance naming the City of Destin as "Additionally Insured." As with other co-sponsored special events the primary sponsor would be responsible for returning the park property to the condition it was in before the event. This event has become a tradition amongst many residents and visitors over the years and attracts business into the Harbor District.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): The City would not expend any funds on this special event.

C. Level of Service (LOS): This event has become a tradition that hundreds of residents and visitors participate in annually. The event benefits the entire Harbor District and has a significant economic impact for harbor based businesses.

III. CONCLUSION: I would ask that the Council give serious consideration to approving the City to Co-Sponsor the New Year's Eve celebration at the Destin Harbor.

IV. RECOMMENDED MOTION: I move that the City co-sponsors the New Year's Eve special event in the Harbor District and authorize the City Manager to issue a park permit for the event.

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 3, 2018**TYPE OF AGENDA ITEM:** Action Item

TO: City Council**THRU:** Kimberly Kopp, Land Use Attorney**FROM:** Lance Johnson, Interim City Manager**DATE:** November 28, 2018**SUBJECT:** Follow up from Short-Term Rental Workshop Held on October 25, 2018, and Discussion of Preliminary Draft Ordinance

I. BACKGROUND: On October 2, 2017, the City Council approved the Short-Term Rental Task Force in order to provide recommendations to the City Council on issues related to the presence of short-term rentals in established residential neighborhoods. Thereafter, the Short-Term Rental Task Force met weekly from November 29, 2018 to February 13, 2018. Based on recommendations unanimously made by the Task Force, the City Council subsequently considered and passed Ordinance 18-10-CC which implemented the unanimous recommendations.

On October 25, 2018, the City Council held a workshop to consider other issues discussed by the Task Force which may not have received unanimous consent of all members of the Task Force. At the workshop, the City Council took public input, and considered occupancy limits and other related concerns. As a result of that workshop, the City Land Use Attorney prepared the attached ordinance, with staff input.

The proposed draft ordinance is attached for discussion purposes, only. After discussion by the City Council this evening, staff will advertise the draft ordinance for first reading if the City Council directs same. In the alternative, the City Council may direct any revisions be made that the City Council deems appropriate.

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

IV. RECOMMENDED MOTION:

Attachments:

1. STRs 11_24_18

ORDINANCE NO. 18-XX-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO OCCUPANCY LIMITS FOR SHORT-TERM RENTALS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT OF CODE OF ORDINANCES ARTICLE VI - REGISTRATION OF SHORT- TERM RENTALS; AMENDING SECTION 13-108, LOCAL RESPONSIBLE PARTY REQUIRED; AMENDING SECTION 13-114, POSTING OF SIGNAGE; CREATING SECTION 13-117, OCCUPANCY LIMITS; CREATING SECTION 13-118, EXEMPTION FOR PRE-EXISTING AGREEMENTS; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article I, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Pan II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council has deemed it necessary to amend the existing Code of Ordinances to provide for the addition of maximum occupancy limits for Short-Term Rentals; and

WHEREAS, the City Council approved the Short-term Rental Task Force on October 2, 2017 in order to provide recommendations to the City Council on issues related to the presence of short-term rentals in established residential neighborhoods; and

WHEREAS, the presence of under-regulated short-term rentals within residential dwelling units in established residential neighborhoods can create negative compatibility impacts, among which include, but are not limited to, excessive noise, on-street parking, accumulation of trash and diminished public safety; and

WHEREAS, there has been an increase in both the number of residential structures being used for short-term rental purposes in the City and the same such units are occupied as opposed to being vacant or unrented; and

WHEREAS, the City has seen an increase in disproportionate impacts related to the size of the structure including excessive occupancy and lack of proper facilities; and

WHEREAS, in Section 509.032, Florida Statutes, the State Legislature has granted authority to local government to regulate short-term rental units; and

WHEREAS, the City Council has deemed it in the best interest of its citizens and residents to adopt additional regulations for short-term rental units; and

WHEREAS, the City Council has studied this issue, reviewed regulations adopted by other jurisdictions, sponsored focus groups to obtain input from the public and stakeholders, received public comment at numerous work sessions and meetings prior to adopting this ordinance; and

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

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

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

NOTE: Language in section three (3) of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol *** represents sections of the Code of Ordinances that have been skipped and remain unchanged.

SECTION 3. AMENDMENT OF CODE OF ORDINANCES CHAPTER 13: Chapter 13 of the Code of Ordinances is hereby amended as follows:

* * *

ARTICLE VI. - REGISTRATION OF SHORT-TERM RENTALS

* * *

Sec. 13-108 Local Responsible Party Required

Whenever any property is required to be registered under this article, the owner shall appoint a person to serve as the local responsible party for service of notices as are specified herein, and notices given to the responsible party shall be sufficient to satisfy any requirement of notice to the owner. The owner shall notify the city manager or his designee in writing of the appointment within five (5) days of being required to make such appointment, and shall thereafter notify the city manager or his designee of any change of the local responsible party within fifteen (15) days of such change.

The designation of a local responsible party does not relieve the owner of the responsibility to comply with all state and local statutes and ordinances. Further, a local responsible party who accepts the designation to act on behalf of a property owner is held to the same standard as the property owner with respect to compliance with all statutes and ordinances and may be cited for non-compliance with any code, rule or ordinance applicable to the property.

Further, it is hereby made the affirmative duty of the local responsible party to:

- (1) Inform all seasonal residents prior to occupancy of the single family dwelling unit of applicable City of Destin ordinances concerning noise, vehicle parking, garbage and common area usage:
- (2) Maintain all properties under their control in compliance with the occupancy limits, as specified in the City of Destin Code of Ordinances:
- (3) ~~See~~ Ensure that the provisions of this article are complied with and promptly address any violations of this article or any violations of law, which may come to the attention of the responsible party:
- (4) Post a sign outside the residence that clearly identifies the management company responsible for the property and the phone number of the local ~~R~~responsible ~~P~~party that is located within 30 miles of the residence, in accordance with sections 107 and 114 of this Code. The name and address of the ~~R~~responsible ~~P~~party shall be listed on the annual registration form. The ~~R~~responsible ~~P~~party shall immediately notify the City if the ~~R~~responsible ~~P~~party changes during the year. The ~~R~~responsible ~~P~~party shall be available with authority to address and correct violations with the rental of the single family dwelling unit twenty-four hours a day, seven days a week. No guest may stay in the residence until the sign is erected with the necessary information.
- (5) Be familiar with the City's short term rental regulations and provide acknowledgement that the applicant will comply with the City's regulations for short-term rentals at the time of registration.
- (6) Be situated close enough to the single family dwelling unit to be able to and have the capacity to service emergency calls within one (1) hour of notification, including but not limited to evicting tenants.
- (7) Maintain the entire property of the single-family dwelling unit free of garbage and litter. Provide however, that this section shall not prohibit the storage of garbage and litter in authorized private receptacles for collection.

* * *

Sec. 13-114. - Posting of signage.

Prior to the owner of the single-family dwelling unit allowing another person to occupy the single-family dwelling unit as a seasonal resident, owner shall post a sign on the property meeting the following requirements:

- (a) The sign must be prominently placed on the property of the single family dwelling unit so that the required content of the sign shall be legible as viewed from the public right-of-way; however, signage shall not be placed in the public right-of-way;

- (b) Such sign shall be not larger than eighteen (18) inches by twelve (12) inches and not smaller than sixteen (16) inches by ten (10) inches in size;
- (c) The sign must clearly indicate the name, and twenty-four (24) hours a day, seven (7) days a week emergency contact phone number of the local responsible party for said single-family dwelling unit. If the responsible party phone number and the rental contact phone number are different, the sign shall clearly indicate both phone numbers;
- (d) The sign must clearly indicate the occupancy limit and maximum available parking;
- ~~(d)~~ (e) The sign must be continuously on the property of the single-family dwelling unit during any period a local business tax or registration has not expired.

* * *

Sec. 13-117. – Occupancy Limits.

The following standards shall apply to all short-term rentals:

- (a) The maximum overnight occupancy load of any unit shall not exceed two (2) persons for each bedroom, plus two (2) additional persons. The number of bedrooms shall be based upon the Property Appraiser’s residential profile of the property, and other documents of record, as needed. In no case shall the maximum total occupancy for any dwelling unit exceed the occupancy limits permitted by the Florida Fire Prevention Code or Florida Building Code.
- (b) Before the hours of 7 AM or after 10 PM, the occupancy load of the unit may not exceed the maximum allowed number of overnight tenants.
- (c) Reasonable verification must be given to the designated local responsible party in accordance with Section 13-108 of this article within 36 hours of rental guest arrival to confirm compliance with the maximum overnight occupancy requirement. The maximum number of allowable occupants and parking shall be posted on signage in front of the rental property in accordance with Section 13-114 of this article.
- (d) All marketing and/or advertising for short-term rental units must contain (i) information concerning the occupancy limit of the short-term rental unit, and (ii) the maximum parking available on the property. Advertising for more than the allowable occupancy or allowable parking is prima facie evidence of a violation of the City Code. Further, failure to include such occupancy limits and maximum parking availability is prima facie evidence of a violation of the City Code.

* * *

Sec. 13-118. – Exemption for Pre-Existing Agreements.

Notwithstanding any other provision of this ordinance, rental agreements with prospective occupants for short-term rental units that were pre-existing as of the enactment of this Ordinance 18-XX-CC, (hereinafter “Pre-existing Agreements”) are exempt from the provisions of this ordinance for a period of one (1) year. All bookings made subsequent to the

enactment of this ordinance are subject to the provisions of this ordinance. All advertising must be compliant within one hundred twenty (120) days of the effective date of this ordinance.

If a short-term rental unit is cited for a violation of this Chapter, (that would not be a violation if it were not for this Section), when the short-term rental unit is occupied under the terms of a Pre-existing Agreement, the short-term rental owner may defend such violation based on the fact that the short-term rental unit was exempt from this Section due to it being occupied pursuant to a Pre-existing Agreement. Such defense shall be determined based upon the following information, and upon any additional information supplied by the short-term rental owner or otherwise determined by the fact finder:

1. Copy of deposit or payment information evidencing that the agreement was a Pre-existing Agreement.
2. Copy of e-mail or other communication evidencing a binding Pre-existing Agreement.
3. Information from the occupant confirming that there was a binding agreement in a time frame to make the agreement as Pre-existing Agreement under this Section.

If it is reasonably determined by the City staff, and confirmed by the City's Special Magistrate that any information supplied to the City of Destin in support of an application for exemption, or in support of a defense based upon Pre-existing Agreement, was intentionally false or fraudulent, the person supplying the false or fraudulent information shall be subject to a fine as set by the City Council by resolution.

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

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

SECTION 6. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

(Signatures continued on next page)

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

ADOPTED THIS ____ DAY OF _____, 2018.

By: Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

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

Kimberly Romano Kopp, Land Use Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 3, 2018

TYPE OF AGENDA ITEM: Action Item

TO: City Council

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

FROM: Lance Johnson, Interim City Manager

DATE: November 28, 2018

SUBJECT: Discussion of Commercial Events in Residential Areas and Proposed Ordinance
in Preliminary Draft Form

I. BACKGROUND: The proposed ordinance is currently in draft form, and is included for discussion purposes, only. It is not currently before the Council on first reading.

II. DISCUSSION: Currently, section 7.12.04 of the Land Development Code prohibits buildings, structures and land from being used except in conformity with zoning district regulations. While the City's residential zoning districts currently prohibit nonresidential activities, and therefore, the Code already prohibits commercial special events from being held in residential areas, the City Council has directed staff to clarify the Code on these points due to an upswing in commercial activities in residential districts within the City.

The proposed ordinance, which is attached for discussion purposes only and is not currently being considered on first reading, provides that advertising or marketing for a commercial special event in a residential zoning district is prima facie evidence of illegal commercial activity in a residential zoning district, and is a violation of Chapter 7 of the Land Development Code. It further provides that such code violations are subject to enforcement pursuant to Chapter 14 of the City Code of Ordinances and to enforcement by any other means available to the City at law or in equity.

A one year amortization clause is included to cover events for which property owners may already be under contract.

Additionally, the proposed ordinance, in current form, provides for the following new definitions:

Commercial special events: Any wedding or wedding reception, bachelor party, family reunion, class reunion, company banquet, retreat and/or picnic, or other similar event or celebration for which a property owner or occupant of the property obtains a profit, event fee, or other commercial gain. Commercial special events are commercial uses, as defined herein.

1. The holding of more than one wedding or wedding reception at the premises within any given twelve (12) month period is prima facie evidence that the event is a commercial special event.
2. The holding of more than one company banquet, retreat, and/or picnic at the premises within any given twelve (12) month period is prima facie evidence that such event is a commercial special event.

Commercial special event venue: Any building, structure or land that is used or occupied for one or more commercial special events per year. The advertising of a building, structure or land for commercial special events is prima facie evidence that the building, structure or land is a commercial special event venue.

Commercial uses: Activities within land areas, which are predominantly connected with the sale, rental and distribution of products, or performance of services. Evidence that a property owner or authorized occupant of a property owner has obtained a profit, event fee, or other commercial gain by the property's owner's (or property owner's authorized occupant's) use of the building, structure or land is prima facie evidence that this definition has been met and the use of the building, structure or land is a commercial use. Home occupations permitted pursuant to section 9.06.06 of this code are specifically excluded from this definition.

The ordinance will also specifically prohibit commercial special event venues in residential areas via inclusion in Table 7-2, which contains permitted and prohibited uses for each zoning district.

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

III. **CONCLUSION:**

The City Manager is requesting input and direction from the City Council on whether to further revise the proposed ordinance, or to put the ordinance in final form and advertise for LPA and future public hearings.

IV. RECOMMENDED MOTION:

Attachments:

1. Commercial Events Ordinance
11_28_18

ORDINANCE NO. 18-XX-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO COMMERCIAL ACTIVITY IN RESIDENTIAL AREAS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; CREATING DEFINITIONS FOR COMMERCIAL USES, COMMERCIAL SPECIAL EVENTS, AND COMMERCIAL SPECIAL EVENT VENUES; PROVIDING FOR AMENDMENTS TO ARTICLES 3, 7, AND 9 OF THE LAND DEVELOPMENT CODE; AMENDING TABLE 7-2, TABLE OF ALLOWABLE USES IN ZONING DISTRICTS TO PROHIBIT COMMERCIAL SPECIAL EVENT VENUES IN ALL RESIDENTIAL DISTRICTS; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article I, Section I .01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Pan II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the conducting of commercial activity in residential areas has become a topic of concern within the City of Destin; and

WHEREAS, the City Council desires to obtain compliance with existing City codes by clarifying the existing code with respect to specified commercial activities; and

WHEREAS, Section 7.12.04(A) of the City's Land Development Code prohibits the use or occupation of buildings, structures, or land except in conformance with all of the regulations of the zoning district within which it is located; and

WHEREAS, each of the residential zoning districts within the City specifically prohibit commercial activities; and

WHEREAS, the presence of commercial activities within established residential neighborhoods can create negative compatibility impacts, among which include, but are not limited to, excessive noise, on-street parking, accumulation of trash and diminished public safety; and

WHEREAS, the provisions of this Ordinance will serve to further address the concerns of the City and its residents related to illegal commercial activities in residential zoning districts, to preserve the quality of life in all City neighborhoods, and to provide clarification to residents of the City's intent in enforcement of its existing ordinances; and

WHEREAS, the City Council has deemed it in the best interest of its citizens and residents to adopt additional regulations for short-term rental units; and

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

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

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

NOTE: Language in sections three (3), four (4) and five (5) of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol *** represents sections of the Land Development Code that have been skipped and remain unchanged.

SECTION 3. AMENDMENT OF LAND DEVELOPMENT CODE ARTICLE 3: Article 3 of the Land Development Code is hereby amended as follows:

* * *

Article 3. DEFINITIONS.

* * *

3.00.01. DEFINITIONS.

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

* * *

Commercial special events: Any wedding or wedding reception, bachelor party, family reunion, class reunion, company banquet, retreat and/or picnic, or other similar event or celebration for which a property owner or occupant of the property obtains a profit, event fee, or other commercial gain. Commercial special events are commercial uses, as defined herein.

- a. The holding of more than one wedding or wedding reception at the premises within any given twelve (12) month period is prima facie evidence that the event is a commercial special event.
- b. The holding of more than one company banquet, retreat, and/or picnic at the premises within any given twelve (12) month period is prima facie evidence that such event is a commercial special event.

Commercial special event venue: Any building, structure or land that is used or occupied for one or more commercial special events per year. The advertising of a building, structure or land for commercial special events is prima facie evidence that the building, structure or land is a commercial special event venue.

Commercial uses: Activities within land areas, which are predominantly connected with the sale, rental and distribution of products, or performance of services. Evidence that a property owner or authorized occupant of a property owner has obtained a profit, event fee, or other commercial gain by the property's owner's (or property owner's authorized occupant's) use of the building, structure or land is prima facie evidence that this definition has been met and the use of the building, structure or land is a commercial use. Home occupations permitted pursuant to section 9.06.06 of this code are specifically excluded from this definition.

* * *

SECTION 4. AMENDMENT OF LAND DEVELOPMENT CODE ARTICLE 7: Article 7 of the Land Development Code is hereby amended as follows:

* * *

Article 7 - LAND USE, TYPE, DENSITY, INTENSITY, ZONING AND REGULATORY CONTROLS

* * *

7.12.04. Compliance with Zoning District Regulations. The regulations set forth in this section within each district shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, except as hereinafter provided:

- A. No building, structure, or land shall hereafter be used or occupied and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or structurally altered except in conformity with all of the regulations herein specified for the district in which it is located.

* * *

N. The evidentiary standard and provisions shall apply in all residential zoning districts, including the following zoning districts: Bay Estates (BE); Low Density Residential-Village (LDR-V); Low Density Residential – Holiday Isle (LDR-HI); Low Density Residential – Harbor (LDR-H); Medium Density Residential – Village (MDR-V); Medium Density Residential- Holiday Isle (MDR-HI); High Density Residential (HDR); Crystal Beach Neighborhood (CBN); Residential, Office and Institutional – General Development (ROI -GD); Residential, Office and Institutional – Tourist Development (ROI-TD); Residential, Office and Institutional-Village Residential (ROI-VR); and Residential, Office and Institutional – Crystal Beach Residential (ROI-CBR).

1. Any advertising and or marketing for a commercial special event in a residential zoning district is prima facie evidence of illegal commercial activity in a residential zoning district, and is a violation of Chapter 7 of the Land Development Code. Such code violations are subject to enforcement pursuant to Chapter 14 of the City Code of Ordinances and to enforcement by any other means available to the City at law or in equity.
2. Notwithstanding any other provision of this ordinance, contracts that were pre-existing as of the enactment of this Ordinance 18-XX-LC, (hereinafter “Pre-existing Contracts”) are exempt from the provisions of this ordinance for a period of one (1) year. All bookings made subsequent to the enactment of this ordinance are subject to the provisions of this ordinance. All advertising must be compliant within one hundred twenty (120) days of the effective date of this ordinance.

Any defense under this subsection shall be determined based upon the following information, and upon any additional information supplied by the property owner or otherwise determined by the fact finder:

- i. Copy of deposit or payment information evidencing that the agreement was a Pre-existing Contract.
- ii. Copy of e-mail or other communication evidencing a binding Pre-existing Contract.

- iii. Information from the property owner confirming that there was a binding agreement in a time frame to make the agreement as Pre-existing Contract under this section.

If it is reasonably determined by the City staff, and confirmed by the City's Special Magistrate that any information supplied to the City of Destin in support of an application for exemption, or in support of a defense based upon Pre-existing Contract, was intentionally false or fraudulent, the person supplying the false or fraudulent information shall be subject to a fine as set by the City Council by resolution.

* * *

(Here, Table 7-2 will be inserted amended to prohibit commercial special event venues in all residential zoning districts)

* * *

SECTION 5. AMENDMENT OF LAND DEVELOPMENT CODE ARTICLE 9: Article 9 of the Land Development Code is hereby amended as follows:

Article 9. HOUSING.

* * *

9.06.06. Home Occupations -Standards.

* * *

C. Prohibited home occupations.

The following uses are specifically prohibited in residential zones and are not, by definition, permitted home occupations:

- (1) Beauty/barber shops.
- (2) Appliance and motor repair.
- (3) Automotive/vehicle repairs/paint and body work.
- (4) Florist.
- (5) Veterinary clinic.
- (6) Radio/television repair.
- (7) Work involving hazardous materials.
- (8) Restaurants, bars, lounges or bottle clubs.
- (9) Fortunetellers or similar occupations.
- (10) Wholesale sales.
- (11) Retail sales.
- (12) Commercial special event venues.
- (13) Any other occupation which does not meet the standards set forth herein.

* * *

SECTION 6. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 7. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin. City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 8. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 9. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____, 2018.

By: Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

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

Kimberly Romano Kopp, Land Use Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 3, 2018

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

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

FROM: Steve Schmidt, Deputy City Manager

DATE: November 27, 2018

SUBJECT: SRG Properties, Inc. Major Deviation to Restaurant Row Redevelopment (SP #9864)

I. BACKGROUND: The applicant is requesting clarifying language in a recorded parking agreement with the City to authorize the applicant to prohibit overnight parking and signage for same, and to authorize towing for enforcement.

Development Order #99-25-A provides for certain "City Council Conditions", including but not limited to the following:

"Applicant must provide a parking agreement, approved by the City Attorney, which stipulates that; (1) the parking area to the north and west of Gratz's will not be gated and (2) no "non-patron" towing policy will be imposed by the owner on that same lot, without prior City Council approval."

II. DISCUSSION: The parking lot owned by the applicant, located north of the Back Porch restaurant, just east and contiguous to the Sterling Shores Condominium, and just west of the Restaurant Row right-of-way is constrained by City-imposed restrictions against installing "No Overnight Parking" signs and towing, in part because at least a portion of the lot is required to allow public parking. The owners are now dealing with as much as week-long parking of boats, trailers and vehicles utilizing the parking area as a long-term parking lot, perhaps while those parkers stay in a short-term rental location without adequate parking. The applicant has submitted a proposed "Amended and Restated parking Agreement" (included as "Attachment "1") which proposes to allow the owner to prohibit overnight parking, post signage to that effect, and to allow towing of vehicles parked in violation of the posted signage to be towed "in accordance with the requirements of Section 715.07 FS."

A. Link to Strategic Goals / Objectives: 3.A.1 ...explore city parking

regulations and requirements...

B. Effect on Budget (EOB): None.

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

III. CONCLUSION: Long-term overnight parking of boats, trailers and vehicles by non-patrons is frustrating to the owners and tenants of the businesses utilizing the parking lot for their customers. It also does not serve the purposes for which the city originally imposed the restriction which prohibits a "'non-patron' towing policy," arguably for the use of visitors to the various public beach accesses in the area. Those visitors are not the ones typically utilizing the Restaurant Row Partners' lot for overnight parking. The proposed revision appears to provide little or no downside to the city with regard to providing additional parking for those daily visitors.

IV. RECOMMENDED MOTION: "I move that Council accept the proposed changes contained in the Amended and Restated Parking Agreement with Restaurant Row Redevelopment, and authorize the Mayor to execute the amended agreement of behalf of the City."

Attachments:

1. Cover Letter
2. Application - signed
3. Amended and Restated Parking Agreement 9-18 - redline
4. Development Order #99-25-A
5. Rest Row Plat
6. Original Deed and Changes of Ownership Names



Steven K. Hall
Davage J. Runnels, III

4399 Commons Dr E Ste 300
Destin, FL 32541
www.hrlaw-destin.com
Ph: (850) 337-4600
Fx: (850) 337-4747

September 24, 2018

City of Destin
Planning Division
4100 Indian Bayou Trail
Destin, FL 32541

RE: Simple Deviation to Restaurant Row Redevelopment DO (SP#98-64)

Dear Sirs,

Enclosed please find the following documents in relation to SRG Properties, Inc. Application:

1. Simple Deviation Application;
2. Amended and Restated Parking Agreement;
3. Original Development Order (99-25-A);
4. Restaurant Row Plat; and
5. Original Deed and Changes of Ownership Names.

Also enclosed is a check for \$1,000.00 for the Application Fee.

If you have any questions, please don't hesitate to contact our office.

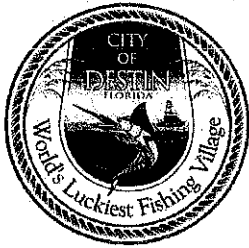
Thank you for your consideration of this application.

Very kind regards,



Steven K. Hall
For the Firm

Encls



City of Destin

Community Development Department

Planning Division

City of Destin Annex

4100 Indian Bayou Trail

Destin, Florida 32541

Phone (850) 837-4242 • Fax (850) 460-2171

email to: planning@cityofdestin.com

SIMPLE DEVIATION APPLICATION

To a Previously Approved Development

_____ - _____ - SP
(project number assigned by planning staff)

Name & Project Number of the Previously Approved Development to which this deviation will apply:
Restaurant Row Redevelopment (SP#98-64)

I. APPLICANT INFORMATION:

A. Owner(s): **SRG Properties, Inc.**

Mailing Address: **P.O. Box 99, Destin, FL 32541**

Business Phone: **850-837-1637**

Cell: _____

Email: **jcomer@srgcorp.net**

B. Authorized Agent (if applicable): **Steve Hall, Hall & Runnels, PA**

Mailing Address: **4399 Commons Drive E. #300, Destin, FL 32541**

Business Phone: **850-337-4600**

Cell: _____

Email: **steve@hrlaw-destin.com**

C. Engineer: _____

Mailing Address: _____

Business Phone: _____ Cell: _____

Email: _____

II. PROPERTY INFORMATION:

Street Address: **1771 Scenic Hwy 98, Destin, FL 32541**

Parcel ID (s): 00-2S-22-2860-0000-00E0

Lot: E Block: Plat Book: 19 Page Number: 21

Subdivision: **Restaurant Row Commercial S/D**

III. PROJECT INFORMATION:

Zoning District(s) of the Property:

BT

Future Land Use Map Designation(s) of the Property:

MU

Description of Proposed Deviation:

Owner is proposing to clarify language of conditions in a recorded parking agreement with the City related to the conditions of the original development order for the operation of its parking lot within the boundaries of the PUD.

IV. SUBMITTAL REQUIREMENTS

☐ A. Completed application - The applicant must fill out all applicable areas of the application and submit to the Community Development Department Planning Division at the City of Destin Annex, 4100 Indian Bayou Trail, Destin.

☐ B. Application Fee: \$1,000.00 – Simple Deviation

Application fee includes First Submittal Reviews only. Subsequent Submittal Reviews and all mailing costs will be invoiced to the Applicant; invoices must be paid prior to submittal of additional Submittal Review Packages.

Accepted Payments are Cash, Check, Debit, Discover, MasterCard or Visa. Checks shall be made payable to the City of Destin and submitted to the Planning Division, City Hall Annex, 4100 Indian Bayou Trail, Destin, Florida 32541

☐ C. Proof of Ownership - A copy of the last recorded deed of the property. Owner on deed must correspond to "Current Owner" identified on page 1.

☐ D. Agent Affidavit - Applicable only if the applicant is other than the property owner

☐ E. Required Drawings - to include, but not limited to the following:

- ☐ 1) Cover Sheet
- ☐ 2) Boundary Survey (no older than 1 year)
- ☐ 3) Site Plan
- ☐ 4) Drainage Plan
- ☐ 5) Utility Plan
- ☐ 6) Landscape Plan
- ☐ 7) Any other documentation relevant to project review

V. SUBMITTAL PACKAGE QUANTITIES:

☐ A. **THREE (3) COMPLETE** paper packages, including **ALL** items in section IV. above.

☐ B. **ONE (1) COMPLETE** electronic package of PDF files on a portable storage device.

(CD, DVD, USB Flash Drive or Dropbox link)

NOTE: This application must be filled out completely and must be signed by the owner or his designated agent. If the applicant is different than the owner of the subject property, then an agent affidavit is required from the owner of the property. The agent affidavit must be completely filled out and submitted with this application. If the property has multiple owners, then all owners or their designated agents must sign this application.

I HAVE READ THE INFORMATION IN THIS APPLICATION AND HAVE FILLED IN ALL ANSWERS CORRECTLY TO THE BEST OF MY ABILITY.

APPLICANT:

SIGNATURE:

John W. L.

DATE: 7/21/18

PRINTED NAME:

John Comer

**AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS, THAT I, _____

am presently the owner and/or leaseholder at _____

and desiring to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents

do make, constitute and appoint _____

whose address is _____, County of _____, State of _____,

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: _____.

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

Signature

Printed Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by _____.
(name of person acknowledging)

Signature of Notary

Printed Name of Notary or Seal

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____

Amended and Restated Parking Agreement

WHEREAS, the City of Destin (~~the "City"~~) approved a final development order (~~the "DO"~~) for the Restaurant Row Redevelopment Planned Unit Development on April 26, 1999 and both the City and Restaurant Row Partnership, as Permittee, executed the corrected written development order to implement the approval by Sept. 17, 1999; and

WHEREAS, specific condition 1 of the City Council conditions of the DO required that a parking agreement be developed which restricted certain activities by the owner of a portion of the property within the PUD boundary; and

WHEREAS, the City Council approved a major amendment to the DO on June 26, 2000 which amended the submittal requirement time frame for the permittee's submission of a parking agreement containing the same limiting conditions as specified in the original DO; and

~~WHEREAS, the City and the Owner agree that it is necessary and prudent to execute and record this Agreement in order to allow for the development of the uses allowed under the DO.~~

WHEREAS, the current owner of the subject parking area, SRG Properties, Inc. ("Owner") and the City have agreed that an additional condition addressing overnight, non-automobile or derelict vehicle parking on Owner's parcel will address an unintended problem created by increasing non-patron related abuse of Owner's parking area and a related interpretation that this parcel is a "non-tow" zone.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. The above-captioned recitals are true and correct.
2. ~~Southern Restaurant Group~~SRG Properties, Inc., a Delaware corporation (~~Owner~~), as successor owner to Restaurant Row Partnership on the subject property, hereby agrees with the City to burden condition its use of the real property described in Exhibit A attached and incorporated here (the ~~"Property"~~) in accordance with the following ~~listed restrictive~~ conditions:
 - a. For as long as the paved parking area to the north and west of ~~Gratzi restaurant~~the existing commercial building (as shown in the reduced site plan attached and incorporated here as Exhibit B) exists, Owner agrees that the entrance driveways connecting the subject parking area directly to Restaurant Row and Scenic Highway 98 shall not be gated.
 - b. For as long as the paved parking area to the north and west of ~~Gratzi restaurant~~the existing commercial building (as shown in the reduced site plan attached and incorporated here as Exhibit B) exists, Owner agrees

that no general "non-patron" towing policy will be imposed on the subject parking area.

c. The Owner is authorized to prohibit overnight parking by anyone on the Property, may post signage to that effect on the Property and utilize commercial towing services to remove vehicles parked in violation of the prohibition in accordance with the requirements of Section 715.07, Florida Statutes.

d. If the City elects to implement any form of paid parking system which requires user payment for any parking spaces in the right of way of Restaurant Row and/or Scenic Hwy 98 within 1000 feet of the PUD boundary, the Owner may elect to terminate this agreement and the City agrees to execute and record any documents necessary to effect the termination.

3. This agreement shall be recorded in the Public Records of Okaloosa County, Florida and shall be binding on and run with the land as a restrictive covenant in perpetuity, binding all subsequent owners and/or holders of any interest in said property.

~~4. The City does hereby agree that all local development permits which need to be approved for the development of the Property shall be issued by the City in conformity with the requirements set forth in this Agreement.~~

5.4. The term of this Agreement shall be perpetual, subject to the conditions provided here and that- it may be amended by mutual consent of the City and Owner, or its successors.

6.5. Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

7.6. Any notices or reports required by this ~~Development~~ Agreement shall be sent to the following:

As to City:	City of Destin Community Development Department Destin City Hall Two Trees Road Destin, FL 32541
As to Owner:	Hall & Runnels, PA 36468 Emerald Coast Parkway <u>4399 Commons Drive East</u> Suite 2101 <u>300</u> Destin, FL 32541

8.7. This ~~Development~~ Amended and Restated Parking Agreement was approved by the City Attorney for the City of Destin on ~~July 26, 2000~~ _____, 2018.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of the date set forth below.

WITNESSES:

SRG PROPERTIES, INC.
A Delaware Corporation

witness #1 signature

print witness #1 name

witness #2 signature

print witness #2 name

By: _____

Its: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of June, 2018,
by _____ as _____ of SRG Properties, Inc., a
_____ corporation, on behalf of the corporation, who: (Notary must check
applicable box)

- ☐ is personally known to me.
☐ produced a current _____ (state) driver's license as identification.
☐ produced _____ as identification.

Notary Public

print Notary Name

My Commission Expires: _____

(notary seal)

IN WITNESS WHEREOF, the parties hereto, through their duly authorized Representatives, have executed this Agreement as of the date set forth below.

WITNESSES:

CITY OF DESTIN,
A Florida municipal corporation

witness #1 signature

By: _____

print witness #1 name

Its Mayor

witness #2 signature

ATTEST:

print witness #2 name

By: City Clerk

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of June, 2018,
by _____ as Mayor of the City of Destin, a Florida municipal corporation, on
behalf of the corporation, who: (Notary must check applicable box)

- ☐ is personally known to me.
☐ produced a current _____ (state) driver's license as identification.
☐ produced _____ as identification.

Notary Public

print Notary Name
My Commission Expires: _____

(notary seal)



4200 Two Trees Road, Destin, Florida 32541 (850) 837-4242 FAX (850) 837-3267

September 17, 1999

ORDER #99-25-A

(CORRECTED) Final Development Order:

**"RESTAURANT ROW REDEVELOPMENT-
A MIXED USE PLANNED UNIT DEVELOPMENT":
A MAJOR DEVELOPMENT
(SP #98-64)**

Based upon the City Council's approval of this Development Order, on April 26, 1999, this document will serve as the Final Development Order, to include all of the provisions of the attached Technical Review Committee Report and with the following conditions as specified by the City Council:

BACKGROUND / ISSUE:

Applicant: Hall & Runnels, as agent
Owner: Sterling Shores Partnership and Restaurant Row Partnership - Owners.
Property Location: Southwest corner of Restaurant Row and Emerald Coast Parkway south to the Mean High Water line of the Gulf of Mexico.
Request: Approval of a Major Development identified as "Restaurant Row Redevelopment, Mixed Use Planned Unit Development". The Planned Unit Development consists of redeveloping approximately 15.28 acres, which includes 33,500 s.f. of existing commercial development. The re-development consists of: 1) Demolition of approximately 12,000 square foot of existing retail uses and 7,500 square foot of existing restaurant use, along with related pervious and impervious parking areas; 2) Development of Phase I consisting of 160 condominium units (containing 385 lodging units) in one (1) eleven (11) story building. Phase I also includes the beach club accessory building and pool, the consolidation of parking areas currently used by Back Porch and Gratzl restaurants, and development of a unified streetscape and pedestrian/bicycle access network along Old Highway 98; 3) Phase II consists of one (1) three (3) story mixed use condominium building, which will include 10 residential units and 15,000 square feet of retail and office uses in "live over work" format with the retail/office uses occupying the first two stories and residential units on the third story.
Parcel Size: 15.28 acres, more or less (not including ROW easement areas along Old Highway 98, Emerald Coast Parkway and Restaurant Row).
Future Land Use: MU (Mixed Use)
Zoning District: BT (Business Tourism)

Density: Allowed: 30 lodging units per acre
 Project: 15.28 acres x 30 = 458 lodging units
 Phase I-385 lodging units; Phase II- 10 lodging units
 Total site proposes 395 lodging units, which is 63 lodging units less than maximum allowed.

Intensity: FAR for commercial lots will be less than 1.07

Timing on Phasing: Phase I - Begin as soon as possible after regulatory approval. Construction is proposed to be completed in 18 months after initiation.
 Phase II - Begin within 6 months of completion of Phase I. Construction is proposed to be completed in 12 months after initiation.

Total Completion: The applicant has stated that all development and redevelopment activity will be completed within five years.

Application Date: December 6, 1998

TRC Date: December 22, 1998

Approved Site Plan Date: February 16, 1999 (with comments), and April 20, 1999 (per comments)

Planning Commission Date: February 18, 1999

City Council Date: March 8, 1999, April 12, 1999, and April 26, 1999

DETERMINATIONS:

1. On February 18, 1999, the Planning Commission recommended the City Council to approve the proposed project as presented by staff. The motion passed by a 3-2 vote. Mr. Link and Ms. Drown voted against the motion; and Mr. Clauson and Mr. Breithaupt were not present.
2. A hearing was held by the Destin City Council on April 26, 1999, whom approved the development with conditions; and
3. All the findings of the Technical Review Committee (TRC) report dated February 16, 1999, as amended on April 23, 1999, are incorporated herein.
4. This corrected D.O. only changed a typographical error within the TRC section of this Development Order and added a condition prior to issuance of a building permit, based on the typographical error. No other changes or amendments are made or approved by this "corrected final development order"

CONDITIONS OF APPROVAL FOR "RESTAURANT ROW REDEVELOPMENT- A MIXED USE PLANNED UNIT DEVELOPMENT": A MAJOR DEVELOPMENT (SP #98-64) :

Pursuant to the City of Destin Land Development Regulations, the City of Destin Code of Ordinances, and the City Council:

1. Construction must commence within twelve (12) months of approval of the Final Development Order on May 24, 1999 (no later than May 24, 2004) and must be completed as shown on plans approved with conditions by the City Council (stamp dated 4-26-99).

WARNING: If the applicant/owner has not obtained a construction permit(s) within 365 days of issuance of the final development order, the final development order is void and the application for plan approval must be re-initiated.

2. If "Restaurant Row Redevelopment – Mixed Use PUD" fully complies with the requirements of Condition Number 1 above, the concurrency status "Restaurant Row Redevelopment – Mixed Use PUD" is protected (for five years) through May 24, 2004. **The protected concurrency status, however, will be lost if:**
 - A. **Construction activity ceases for a period exceeding one (1) year at any time during the term of this Final Development Order; or**
 - B. **Construction permit(s) are not obtained in accordance with Section 2.09.00 of the Land Development Code to maintain concurrency.**
3. "Restaurant Row Redevelopment – Mixed Use PUD" must obtain City of Destin permits for the following activities on and off site (These may require appropriate bonding):
 - a. disturbance to the city's rights of way.
 - b. pavement cuts.
 - c. construction of any kind.
 - d. clearing and grubbing.
 - e. paving, grading, drainage, sidewalks.
 - f. signage.
 - g. installation of utilities.
 - h. construction trailers.
4. **City Council conditional approval for Phase II, is for square footage, use, concurrency, and general location only. A formal Major Development site plan review will be required prior to permits being issued for any development or construction within this phase.**
5. **Before the issuance of a building permit, a clearing plan must be presented to, and approved by the Community Development Director prior to issuance of a clearing permit. This must include the names and addresses of the surrounding property owners within 300' of the project.**
6. **Before the issuance of a building permit, a copy of the FDEP permit must be submitted to the City Engineer for acceptance.**
7. **Before the issuance of a building permit, the plat must be recorded and copies provided to the City.**
8. **Before the issuance of a building permit, an FAA "No Hazard Determination" is required for the residential condominium component of the PUD.**
9. **Before the issuance of a certificate of occupancy, the existing billboard shall be removed.**

10. Before the issuance of a certificate of occupancy for the 160 unit condominium, the streetscape improvements shall be provided from Emerald Coast Parkway to Restaurant Row along both sides of Scenic Hwy 98.
11. Before the issuance of a certificate of occupancy for the 160 unit condominium and before construction of the roadway improvements, a cross-section of the speed humps shall be submitted to the City Engineer for approval.
12. Before the issuance of a certificate of occupancy, the applicant's landscaper shall coordinate with the City Engineer for location of exfiltration to ensure plant types and root systems will not damage exfiltration.
13. As a condition by the City Engineer, Phase 1-B stormwater retention appears low; revisit calculations.
14. As a condition by the City Engineer, all re-review fees must be received prior to building permit issuance.
15. Before the issuance of a certificate of occupancy, the landscape material shall be inspected by the Community Development Department to ensure compliance with the Development Order.
16. Before the issuance of a certificate of occupancy, any damages to the existing and/or required five (5) foot sidewalk, adjacent to the right-of-way lines of Emerald Coast Parkway, Restaurant Row, or Scenic Hwy 98 must be "bonded, replaced, or installed".
17. Requirements identified by the Technical Review Committee:

**TECHNICAL REVIEW COMMITTEE REPORT
COMMUNITY DEVELOPMENT DEPARTMENT**

**RESTAURANT ROW REDEVELOPMENT
A MIXED USE PLANNED UNIT DEVELOPMENT
A MAJOR DEVELOPMENT**

December 22, 1998, Amended February 16, 1999 and April 23, 1999

ISSUE

Applicant: Hall & Runnels, as agent
Owner: Sterling Shores Partnership and Restaurant Row Partnership - Owners.
Property Location: Southwest corner of Restaurant Row and Emerald Coast Parkway south to the Mean High Water line of the Gulf of Mexico.
Request: Approval of a Major Development identified as "Restaurant Row Redevelopment, Mixed Use Planned Unit Development". The Planned Unit Development consists of redeveloping approximately 15.28 acres, which includes 33,500 s.f. of existing commercial development. The re-

development consists of: 1) Demolition of approximately 12,000 square foot of existing retail uses and 7,500 square foot of existing restaurant use, along with related pervious and impervious parking areas; 2) Development of Phase I consisting of 160 condominium units (containing 385 lodging units) in one (1) eleven (11) story building. Phase I also includes the beach club accessory building and pool, the consolidation of parking areas currently used by Back Porch and Gratzl restaurants, and development of a unified streetscape and pedestrian/bicycle access network along Old Highway 98; 3) Phase II consists of one (1) three (3) story mixed use condominium building, which will include 10 residential units and 15,000 square feet of retail and office uses in "live over work" format with the retail/office uses occupying the first two stories and residential units on the third story.

Parcel Size: 15.28 acres, more or less (not including ROW easement areas along Old Highway 98, Emerald Coast Parkway and Restaurant Row).

Future Land Use: MU (Mixed Use)

Zoning District: BT (Business Tourism)

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 Project: 15.28 acres x 30 = 458 lodging units
 Phase I-385 lodging units; Phase II- 10 lodging units
 Total site proposes 395 lodging units, which is 63 lodging units less than maximum allowed.

Intensity: FAR for commercial lots will be less than 1.07

Timing on Phasing: Phase I - Begin as soon as possible after regulatory approval. Construction is proposed to be completed in 18 months of initiation.
 Phase II - Begin within 6 months of completion of Phase I. Construction is proposed to be completed in 12 months of initiation.

Total Completion: The applicant has stated that all development and redevelopment activity will be completed within five years.

Application Date: December 6, 1998

TRC Date: December 22, 1998

Approved Site Plan Date: February 16, 1999 (with comments), and April 20, 1999 (per comments)

Planning Commission Date: February 18, 1999

City Council Date: March 8, 1999, April 12, 1999, and April 26, 1999

DISCUSSION:

Hall & Rummels, as agent for Sterling Shores Partnership and Restaurant Row Partnership, owner, submitted an application requesting approval of a Major Development identified as "Restaurant Row Redevelopment, Mixed Use Planned Unit Development". The Planned Unit Development consists of redeveloping approximately 15.28 acres, which includes 33,500 s.f. of existing commercial development. The re-development consists of: 1) Demolition of approximately 12,000 square foot of existing retail uses and 7,500 square foot of existing restaurant use, along with related pervious and impervious parking areas; 2) Development of Phase I consisting of 160 condominium units (containing 385 lodging units) in one (1) eleven (11) story building. Phase I also includes the beach club accessory building and pool, the consolidation of parking areas currently used by Back Porch

and Gratz restaurant, and development of a unified streetscape and pedestrian/bicycle access network along Old Highway 98; 3) Phase II consists of one (1) three (3) story mixed use condominium building, which will include 10 residential units and 15,000 square feet of retail and office uses in "live over work" format with the retail/office uses occupying the first two stories and residential units on the third story.

The project is classified as a Major Development per the Land Development Code, Article 2, Sections 2.05.01. A.1,2,3,6,8,9,10,&11.

Staff has determined that the proposed request is compatible with the surrounding area (see the compatibility analysis below). The proposed site will also reduce the total trips generated by four (4) PM Peak Hour trips from current permitted traffic impact to Segments "B" and "C" of Highway 98 (from the existing development). The report has been reviewed and approved for traffic concurrency purposes by the City's traffic consultant on January 21, 1998.

The proposed request is consistent with the Comprehensive Plan, Land Development Code, including Compatibility Review (Comprehensive Plan and Land Development Code), Concurrency Management review, and Level of Service review.

ZONING/COMPREHENSIVE PLAN

The property within the PUD boundaries is designated as MU (Mixed Use) on the City of Destin Future Land Use Map and BT (Business Tourism) on the City of Destin Zoning Map. As a Mixed Use PUD, the proposed use is expressly authorized under the Land Development Code.

The approval of a Mixed Use Planned Unit Development will promote compact urban development and not encourage urban sprawl. The proposed project complies with the City's Land Use Requirements and Comprehensive Plan.

COMPATIBILITY

The uses surrounding this project are the following:

North:	BT and BG Zoning, Existing Commercial Land Uses including; Landry's Seafood Restaurant, Shark Tooth Grill
South:	Gulf of Mexico
East:	BT Zoning and MU Land Use. Existing Residential/Resort Land Uses: Silver Shells Resort, Public Beach Access, Public Parking Areas, Multi-family gulf front development (Oceanside Townhomes, Halls Duplex)
West:	BT Zoning, MU Land Use. Hampton Inn Motel, Destin Gulfgate Condominium.

Compatibility means the way individual uses and activities fit together. Compatibility, in other words, means harmony of the pieces. The Destin Comprehensive Plan and Land Development Code use the same compatibility definition as found in the Florida Administrative Code's Rule 9J-5.

The purpose and intent of the City's compatibility review is to: 1) preserve the character of stable mostly homogeneous residential neighborhoods which will require the maximum application of compatibility controls; and 2) avoid compatibility conflicts within other developed and developing areas of the City. (City of Destin Comprehensive Plan, Policy 7.A.4.6.p.)

Areas which are substantially built-out may absorb a wider variety of land use types, densities, or intensities. In addition, areas which exhibit a greater heterogeneity may absorb a greater mix of uses without compatibility conflicts. Height alone does not determine whether a project is compatible – how a project fits or transitions between the pieces to create a whole is also a key factor.

Staff has not only reviewed the compatibility analysis presented by the applicant, but has also reviewed the analyses prepared by the City's compatibility expert for the "Silver Shells" project. In both instances, acceptable "planning practices and principles" were used to determine compatibility. Both analyses characterize the area as one of variation – a mix of townhouses, shops, restaurants, motels, and medium to high-rise development. Both also note that the area consists of building lots of irregular shapes and sizes, all containing a mix of uses. This variation characterizes an unstable area – a heterogeneous pattern.

It is clear that the area contains a variation of uses and has remained unstable. A result of instability is the opportunity for land assembly. The applicant has assembled several parcels and, through demolition and redevelopment, will provide a consolidated development project.

It is staff's opinion, that the project's compatibility, as presented in this document, the previous compatibility report presented as part of the City's Silver Shells staff analysis, and the applicant's compatibility analysis, allows us to conclude that the project is compatible.

DENSITY

The residential component of this PUD is a condominium that requires its classification as a "lodging" use under the provisions of Policy 7.A.4.6 of the Future Land Use Element, of the City of Destin Comprehensive Plan. Specifically, Subsection (h) defines lodging use and specifies up to a maximum of 30 lodging units per acre in the MU category.

The allowable gross acreage within the PUD boundary, for purposes of determining maximum density, is 15.28 acres. Accordingly, the maximum number of lodging units allowable within the PUD boundary is $15.28 \times 30 = 458$ lodging units.

Phase I - 385 lodging units; Phase II - 10 lodging units, which is 63 lodging units less than maximum allowed.

The proposed master plan for the redevelopment project includes a total of 395 lodging units. Therefore, the proposed density is $395/458$ or 86% of allowable maximum residential density for the site.

FLOOR AREA RATIO (FAR)

Maximum Base FAR allowed is 1.07. The proposed FAR for the entire PUD area is 0.60.

Calculations: 15.28 acres x 43,560 SF = 665,596 total SF for project area.

Gross SF for Condominium = 362,781 SF

Gross SF for Commercial = 39,202 SF

Total developed SF = 401,983 SF

$401,983 / 665,596 = 0.603 \text{ FAR}$

Accordingly, the proposed FAR is .60/1.07 or 56% of maximum allowable FAR for the project site.

USE MIX/RATIO

This PUD will integrate three (3) types of land uses: residential, retail, and restaurant. The Comprehensive Plan and Land Development Code suggest that the mix of uses within the PUD should be in the range of 70% residential and 30% commercial. The following use mix is established for the overall project:

- The base number for the determination of the use ratio is the number of buildable acres within the PUD (690,090 s.f.) minus the 18% required for open space landscape (119,807 s.f.) = 545,789 s.f.
- The commercial component of the ratio has a total commercial area of 215,622 s.f. - 18%(38,812 s.f.) = 176,810 s.f. Therefore, 176,810 divided by 545,789 = 32.4%
- The residential component of the ratio has a total residential area of 449,975 s.f. - 18%(80,995 s.f.) = 368,980 s.f. Therefore, 368,980 divided by 545,789 = 67.6%
- The overall use mix ratio is 32.4% commercial and 67.6% residential.

HEIGHT

The BT Zoning District has no specified height limitation.

1. **Residential Condominium Building** - Building height details for this building are covered in the Airport Protection Section of this narrative.
2. **Beach Club Amenity** – This new structure will be elevated with a base floor elevation at 12 feet and a maximum root top height of 25 feet AGL.
3. **Back Porch** - The existing building elevation will not be changed in redevelopment plan.
4. **Gratzi** - The existing building elevation will not be changed in redevelopment plan.
5. **Phase II: Mixed Use Building** - This new structure will be three (3) stories with a maximum height of 50 feet AGL.

RIGHT-OF-WAY DEDICATION

No new rights-of-way are proposed for this project. However, the project does propose to improve existing shell and sand right-of-way along Scenic Highway 98 for public parking space, sidewalk/bike paths and streetscaping as designated on the PUD Master Site Plan. Although the applicant proposed to upgrade the streetscape adjacent to the project boundaries, staff recommends that the streetscape be extended, by the applicant, to cover from Emerald Coast Parkway to Restaurant Row (both sides of Scenic Hwy 98).

CONCURRENCY MANAGEMENT

Concurrency requirements met:

Potable Water	<u> X </u>	Roadways	<u> X </u>	Solid Waste	<u> X </u>
Recreation	<u> X </u>	Sewer	<u> X </u>	Drainage	<u> X </u>

TRAFFIC ANALYSIS

The PUD boundary encloses several existing permitted commercial uses. Some will be discontinued and some will become part of the PUD approval. The PUD will utilize only existing approved and vested traffic capacity for uses already located within the PUD boundary to serve the redeveloped use mix.

The existing vested traffic impact of the permitted uses within the PUD boundary is indicated on Tables 1 and 2 of the traffic impact analysis prepared by Hall Planning and Engineering. The total amount of traffic impact to the same roadway segments, by the project after redevelopment, is shown on Tables 3 and 4 of the same report.

The traffic analysis, dated December 4, 1998, was reviewed and approved by the City's traffic consultant. Furthermore, the City's traffic consultant determined that the redevelopment will reduce traffic by four (4) PM/PK hour trips that affect Segment "B" & "C" after capturing the trips that were previously reserved for this project. The report has been reviewed and approved for concurrency purposes by the City's traffic consultant on January 21, 1998. (see attached memorandum).

On April 21, 1999, the applicant submitted an amended traffic analysis, removing the previously included restaurant east of "Junes Dune" restaurant. The analysis was faxed to the City's traffic consultant the same day. Due to the fact that the analysis is removing a use and sq.ft. from the site, there is no negative impact, rather if any, there will be an increase on the number of trips being placed back on the Segment(s).

SUBDIVISION OR PUD - PLAT

A condominium plat will be submitted prior to the final issuance of a construction permit for the condominium components in each Phase of the PUD master plan. A commercial subdivision plat is required and part of this review for approval along with the PUD development order.

AIRPORT PROTECTION

An FAA "NO HAZARD DETERMINATION" will be required for the residential condominium component of the PUD, at the proposed height. An application has been submitted to the FAA for review.

The proposed project is located within the Airport Horizontal Zone, Conical Zone and Approach Zone as delineated in Subsections 7.15.01A(2), (3) and (4) respectively. The proposed building height is 121 above ground level and 137 feet AMSL. It is located 4092.5 linear feet from the runway end of the runway at the Destin - Fort Walton Beach Airport. The elevation at the end of that runway is 21.06 feet AMSL.

Accordingly, the following height restriction criteria are met by the project:

1. Horizontal Zone - Height limitation at project site is 150 feet AMSL + 21.06 feet elevation at airport height = 171.06 feet AMSL minus 16 feet (the difference between runway elevation and the lower elevation at the project site) = 155.06 AMSL.
2. Conical Zone - This zone includes a circular area around the airport with a uniform 177 foot height limitation. This project is within that area so the resulting height limitation is **higher than the one for the Horizontal Zone.**
3. Approach Zone - Height limitation at project site is 21.06 feet + $(4092/34 \times 1 \text{ foot elevation}) = 120.4 = 141.46 \text{ feet AMSL}$. **This project is within that area so the resulting height limitation is higher than the one for the Horizontal Zone.**

Construction of the residential condo component will require the temporary use of a crane. If the crane height must exceed 200 feet above ground level at any point, applicant will obtain a temporary variance for encroachment and file a completed FAA form 7460 with the City of Destin before the crane will be permitted to operate at that height.

SETBACKS

Note: The PUD has right-of-way on three (3) of its boundaries (North, East, and South); therefore has three fronts, and one side (west).

A. PHASE I

1. RESIDENTIAL CONDOMINIUM

	<u>Required</u>	<u>Provided</u>	<u>Buffers</u>
Front: North	10'	171.58'	10' FPLA
Front: South	10'	198.75'	10' FPLA
Front: East	10'	28.66'	10' FPLA
Side: West	26'	50'	5' common boundary

2. BACK PORCH

	<u>Required</u>	<u>Provided</u>	<u>Buffers</u>
Front	10'	17.4'	10' FPLA
Side: East	5'	11'	5' common boundary
Side: West	5'	10'	5' common boundary
Rear	100'	100'+	Gulf Buffer

3. GRATZI

	<u>Required</u>	<u>Provided</u>	<u>Buffers</u>
Front: East	10'	19.75'	10' FPLA
Front: South	10'	14'	10' FPLA
Side: West	5'	168'	5' common boundary
Side: North	5'	482'	5' common boundary

4. BEACH CLUB AMENITY

	<u>Required</u>	<u>Provided</u>	<u>Buffers</u>
Front	10'	10'	10' FPLA
Side: East	5'	5'	5' common boundary
Side: West	5'	5'	5' common boundary
Rear	100'	100'+	Gulf Buffer

B. PHASE II**MIXED USE CONDOMINIUM BUILDING**

	<u>Required</u>	<u>Provided</u>	<u>Buffers</u>
Front: North	10	40	10' FPLA
Front: East	10	40	10' FPLA
Side: South	5	30	5' common boundary
Side: West	5	30	5' common boundary

NOTE: The 5' common boundary, 10' vegetative buffer, 10' front perimeter landscape boundary, and reforestation requirements must meet Code.

WHITE SANDS ZONE

This project lies within White Sands Zones #1 and #2 pursuant to the City of Destin White Sands Ordinance (Number 029-1). All fill material and material moved or altered must meet the White Sand Zone Ordinance.

SIGNS

The signage for the residential condominium will be located on both Emerald Coast Parkway and Old Highway 98, as shown on the Site Geometry Plan (Sheet C-3). These signs will be monument style signs as shown on Sheet L-8. The signage for each of the existing restaurants to be retained, will remain the same. The project involves the demolition and removal of one existing billboard size off-premises advertising sign, now located on the west central portion of the site.

Note: The Community Development Director is requiring the existing billboard to be removed prior to the issuance of a Certificate of Occupancy, as a condition of this Development Order approval.

WATER/SEWER

Destin Water User's Inc. approved the project in a letter dated December 22, 1998.

FIRE DEPARTMENT REVIEW

The Fire Department approved the project in a letter dated December 22, 1998.

OKALOOSA GAS

Okaloosa Gas approved the project at the December 22, 1998, TRC meeting.

UNIVERSAL COM

Universal Com approved the project at the December 22, 1998, TRC meeting.

SPRINT

Sprint approved the project at the December 22, 1998, TRC meeting.

UTILITIES

Underground utilities are required. The redevelopment of existing commercial areas will include the demolition of all existing above ground power lines and poles and replacement with unified underground utility conduit meeting Gulf Power and DWU minimum specifications.

STORMWATER

Stormwater Management and Drainage Plan for the PUD prepared by Gustin, Cothorn and Tucker indicates that all required retention, management and treatment standards required by the City and/or FDEP will be met. Copies of final FDEP stormwater management permits for the proposed development will be provided prior to issuance of a building permit for Phase I.

The City Engineer has provided comments in a memorandum dated February 3, 1999, with five (5) comments. This memo is on file with the Community Development Department. The applicant will be required to meet all conditions of the City Engineer.

INGRESS/EGRESS

The entire PUD will access Restaurant Row at only three (3) locations; and Old Highway 98 at three (3) locations. The following are narrative descriptions of each access point shown on the PUD Master Plan Site.

1. Restaurant Row North Entrance - Two-lane, 20 foot wide entrance drive, one lane inbound and one lane outbound. (Phase II)
2. Restaurant Row Main Entrance - Two-lane, divided, 45 foot wide entrance drive into condominium internal main gate and parking areas and into parking bay for restaurant parking areas. One separate lane each for inbound and outbound.
3. Restaurant Row South Entrance - Two-lane 20 foot wide entrance drive into restaurant parking areas, one lane inbound and one lane outbound.
4. Old Highway 98 East Entrance - Two-lane 20 foot wide entrance into restaurant parking areas north of 98, one lane inbound and one lane outbound.
5. Old Highway 98 West Entrance - Two-lane 20 foot wide entrance into parking areas north of 98, one lane inbound and one lane outbound.

SIDEWALKS

The PUD Master Site Plan includes an external sidewalk network on the northern and eastern perimeter of the PUD boundary, along Emerald Coast Parkway and Restaurant Row, respectively. In addition, an internal sidewalk/bike path network is provided to connect adjacent uses, as shown on the PUD Master Site Plan.

The project will provide over 1,600 feet of sidewalk and bike paths within the right-of-way of Old Highway 98 from the intersection with Emerald Coast Parkway to the intersection with Restaurant Row. The project will also provide 2,195 feet of sidewalk along the southern right-of-way of Emerald Coast Parkway from the northwest corner of the site to the western boundary of Restaurant Row.

REFUSE COLLECTION

BFI, Inc., will handle solid waste pickup and disposal for the project as the City's contract commercial and residential franchisee. Separate screened dumpster bays will be developed for each restaurant and two internal dumpsters with roll out tracks will be utilized at each end of the residential condominium building.

LANDSCAPE

The project meets and exceeds the landscaping requirements provided in Section 7.10.02 of the Code. The following is a description of the landscaped open space areas provided within the PUD boundaries as shown on the PUD Master Site Plan:

1. Condominium Parcel - 317593 total s.f. X .18 = 57,168 s.f. minimum required. 159,077 s.f. provided.
2. Gratzi - 162,557 total s.f. X .18 = 29,260 s.f. minimum. 46,998 s.f. provided.

3. **Beach Club** - 43,458 total s.f. X .18 = 7,822 s.f. minimum. **8182 s.f. landscaped and 28,068 s.f. open space in dry sand area of beach.**
4. **Back Porch** - 44,988 s.f. total X .18 = 8,097 s.f. minimum. **4,500 landscaped and 27,564 open space in dry sand area of beach.**
5. **Phase II- Mixed Use Condominium** - 97,256 s.f. total X .18= 17,506 s.f. minimum. **55,580 s.f. provided.**

The total required landscape open space for the project within the PUD boundaries is 124,215 s.f.
The total landscape open space provided in the PUD Master Site Plan is 329,969 s.f.

B. TREES REQUIRED/PROVIDED

1. **Perimeter:** One tree for each 25 feet of lot frontage.
 Emerald Coast Parkway - 1100 l.f. of frontage X.25 = 44 /49
 Restaurant Row - 1100 l.f. of frontage X.25 = 44/66
 Old Highway 98 - 750 l.f. of frontage X.25 = 30/57
 Total perimeter trees Required = 118
 Total perimeter trees provided = 172
2. **Reforestation:** One tree for each 1/10 acre of developed area within the PUD boundary.
 15.28 acres total within the PUD boundary X 10 = 153 trees
 Total reforestation trees provided = 432
3. **Parking Lots:** One tree required at the end of each parking row X 83 ends = 83
 One tree on every parking island X 19 islands = 19
 Total Parking Lot Tree Requirement = 102
 Total parking lot trees provided = 102
4. **Vegetative Landscape Buffers:** One vegetative buffer is required between the Phase II restaurant and the adjacent residential use to the east. The project will include a fence meeting the requirements of Code along with a total of 5 trees located on twenty five-foot centers from the northern boundary of the parcel south to the old CCCL boundary.
 Total Buffer Tree Requirement = 5
 Total buffer trees provided = 5
5. **Streetscape Trees:** The project includes at least 86 trees which will be planted in the public right of way of Old Highway 98 in connection with the public access parking areas and seating area which are provided by the applicant. These trees are provided in excess of what would be required if developer were not providing the additional public benefit of the street-side parking and streetscape.
 Streetscape Trees Provided = 86

6. Total Required Trees

<u>TOTAL TREES REQUIRED</u>	<u>= 373</u>	
<u>TOTAL TREES PROVIDED</u>	<u>= 792</u>	or 212% more than the required minimum

Replacement of protected trees: should any of the protected or preserve trees be removed or destroyed by any means, other than those located within the footprint of a building or within the road rights-of-ways, shall be replaced by a rate of one tree for each inch over 11".

PARKING

A. PARKING SPACES. Per 8.05.03(L) of the Code, the following minimum number of off-street parking spaces are required for the separate components of the PUD:

1. **Residential Condominium:** 1.75 spaces per dwelling unit per subsection (1)a.(4) X 160 lodging units = 280 minimum required spaces.

Total spaces required = 280

Total spaces provided = 274 as agreed by Community Development Director.

2. Commercial Uses:

- a. **Gratz:** 1 space for every 75 s.f. gross floor area per Subsection (1)a.(29) X 9932 s.f.
= 132 spaces minimum.
- b. **Back Porch:** 1 space for every 75 s.f. gross floor area per Subsection (1)a.(29) X 14270 s.f. = 190 spaces minimum.

Total spaces required for commercial Uses in Phases I and II = 322 spaces

Total spaces provided for commercial uses in Phase I = 296 spaces, because of the mix of uses, and an opportunity for parking needs to occur at different times, the Community Development Director concurs with a reduction in the number of parking spaces.

3. Phase II Mixed Use Condominium:

- a. **Residential component -** 1.75 spaces per dwelling unit per subsection (1)a.(4) X 10 lodging units = 17.5 minimum required spaces.
- b. **Commercial Component -** 1 space for every 200 feet of gross floor area per subsection (1)a.(26) and (30) of the Code X 15,000 Square feet = 75 minimum required spaces.

Total spaces required for Phase II = 84 spaces

Total spaces provided for Phase II = 67 spaces because of the mix of uses, and an opportunity for parking needs to occur at different times, the Community Development Director concurs with a reduction in the number of parking spaces.

B. LOADING SPACES

1. **High Rise Residential** - Subsection 8.05.06(B)1. requires 1 loading space per 100,000 s.f. of gross floor area. This component of the PUD contains 273,000 SF gross floor area. $273000/100,000 = 3$ spaces.

Total spaces required = 3 Total spaces provided = 3

2. **Restaurants** - Subsection 8.05.06(B)4. requires 1 loading space per initial 10,000 s.f. of gross floor area and 1 for every additional 20,000 s.f. Gratz and Back Porch have a combined gross square footage of 24,202 SF.

Total spaces required = 2 Total spaces provided = 2

C. HANDICAPPED SPACES

The PUD Master Site Plan includes a total of 21 handicapped spaces as required by the Code and indicated on the PUD Master Site Plan (Sheet C-2).

D. PUBLIC PARKING SPACES

The PUD Master Site Plan provides 61 improved parking spaces for use of the general public for access to the palisades and the gulf beach through the Restaurant Row public beach access. These spaces are provided along both the north and south edges of Old Highway 98.

These spaces are provided in satisfaction of the public benefit component of the proposed mixed use PUD for the City of Destin. These spaces will significantly increase the number of available free public parking spaces for this section of the gulf beach within 500 feet of a public beach accessway.

STATE/FEDERAL PERMITS REQUIRED BEFORE ISSUANCE OF BUILDING PERMIT

1. A DEP Stormwater Permit is required and must be submitted prior to the issuance of a building permit.

COMMENTS

There have been no comments of support or opposition filed with Staff regarding this project.

CONDITIONS:

Per Community Development:

1. Prior to the issuance of a Certificate of Occupancy, the billboard must be removed.
2. Approval of Phase II is for sq.ft., use, concurrency, and general location only. A formal site plan review will be required prior to permits for this phase.
3. Streetscape shall be provided from Emerald Coast Parkway to Restaurant Row along both sides of Scenic Hwy 98.
4. The plat must be amended to reflect the amended site plan.

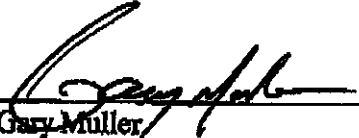
5. Prior to the issuance of a building permit, the City Surveyor must approve the plat.

Engineering Department:

1. Provide cross section of speed humps. Some areas of exfiltration system will conflict with landscapers choice of plantings.
2. Coordinate with landscaper location of exfiltration; ensure root system will not damage exfiltration.
3. Phase 1-B stormwater retention appears low; revisit calculations.
4. Major re-review fees were not received for this review. All re-review fees must be received prior to building permit issuance.
5. Submit copy of FDEP permit.

City Council Conditions:

1. Applicant must provide a parking agreement, approved by the City Attorney, which stipulates that; 1) the parking area to the north and west of Gratz's will not be gated, and 2) no "non-patron" towing policy will be imposed by the owner on that same lot, without prior City Council approval.
2. The public beach access on the west side of pool area be extended to 8 feet wide.
3. A beach/dune walkover be constructed by the applicants within the 8 feet wide public beach access.
4. The applicant will coordinate use of the development; e.g., lodging units, restaurants, retail, and office, with future public transportation.

 9-30-99

Gary Muller, Date
Acting Community Development Director

 AGENT 9/30/99

Sterling Shores Partnership and Date
Restaurant Row Partnership - Owners,

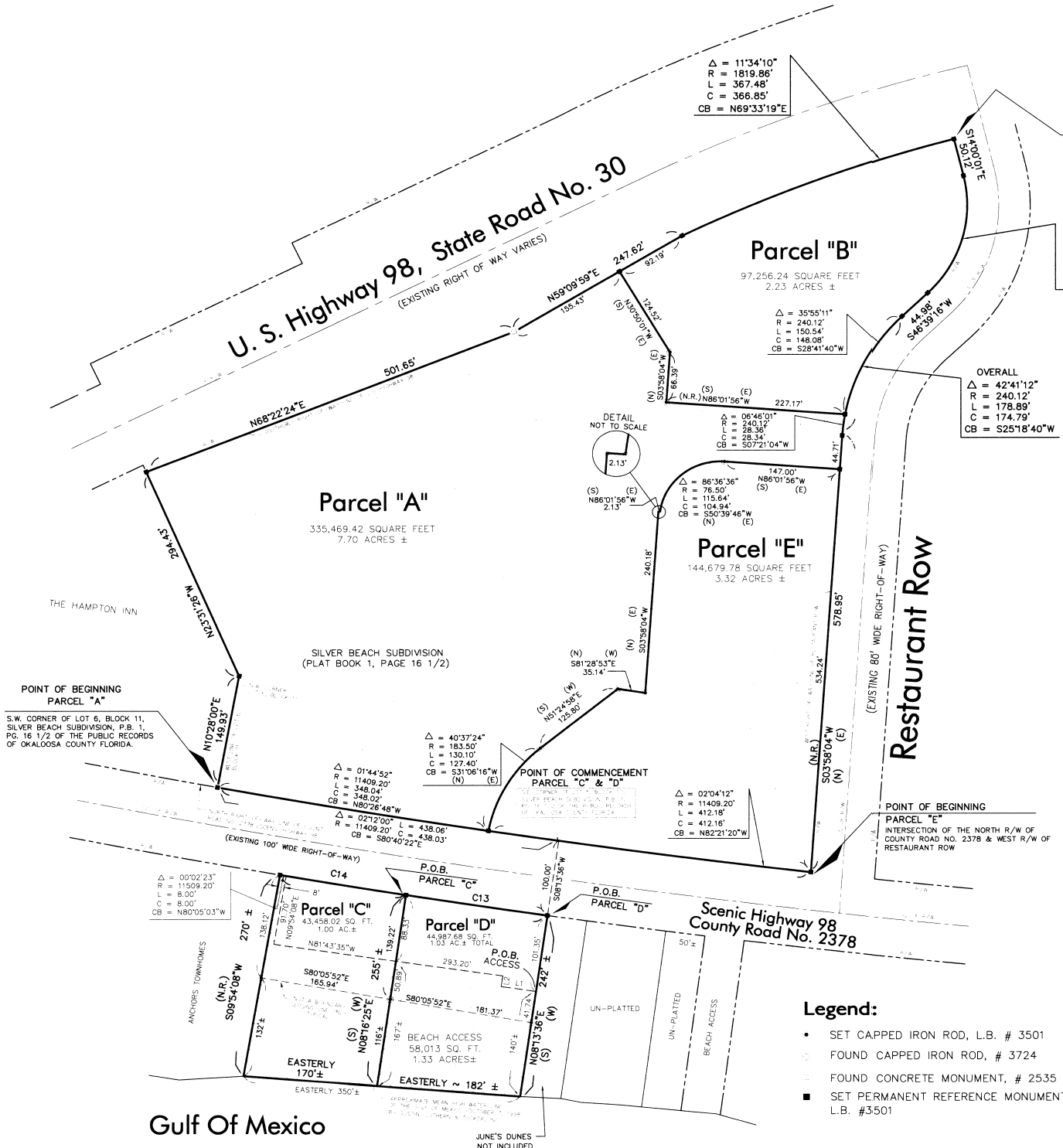
19-22

Restaurant Row Redevelopment
PB 19-22

RESTAURANT ROW REDEVELOPMENT

A Commercial Subdivision

Being A Re-Plat Of A Portion Of Blocks 9 Through 12 And Adjacent Streets Thereto Of Silver Beach Subdivision As Recorded In Plat Book 1
At Page 16 1/2 Of The Public Records Of Okaloosa County, Florida, Also Being A Portion Of And Situated In Un-Sectionalized Township 2 South,
Range 22 West, City Of Destin, Okaloosa County, Florida



Abbreviations:

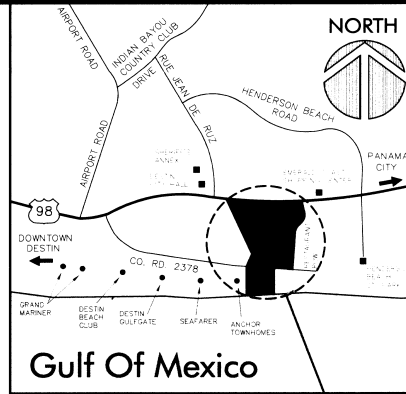
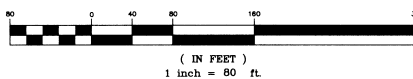
NO. = NUMBER
R.O.E. = RANGE
SEC. = SECTION
P.O.B. = POINT OF BEGINNING
P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
& AND
P.I. = POINT OF INTERSECTION
R/W = RIGHT-OF-WAY
E.O.P. = EDGE OF PAVEMENT
C/L = CENTERLINE
L.B. = LAND SURVEYING BUSINESS
= NUMBER
± = MORE OR LESS
TYP. = TYPICAL
EXIST. OR EX. = EXISTING
CONC. = CONCRETE
G.C.T. = GUSTIN, COTHERN, & TUCKER, INC.
() = DEGREES
() = MINUTES OR FEET
() = SECONDS
Δ = DELTA OR CENTRAL ANGLE
(R) = RADIAL
R = RADIUS
L = LENGTH OF ARC
C = CHORD
CB = CHORD BEARING
FT. = FEET
SUBD. = SUBDIVISION
P.L. = PROPERTY LINE
P.R.M. = PERMANENT REFERENCE MONUMENT

General Notes:

- BEARINGS SHOWN HEREON ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH, NORTH AMERICAN DATUM, 1983.
- THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS DRAWING THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- UNDERGROUND ENCROACHMENTS, IF ANY, NOT LOCATED.
- ALL LINES EXTENDING FROM CURVED LINES AS SHOWN HEREON ARE RADIAL UNLESS OTHERWISE SHOWN AS (N.R.) NON-RADIAL.
- C1 DENOTES CURVE NUMBER 1, CORRESPONDING CURVE DATUM AS SHOWN IN THE CURVE TABLE AND DISTANCES SHOWN ALONG CURVED LINES ARE ARC LENGTHS.
- L1 DENOTES LINE NUMBER 1 AND CORRESPONDING LINE DATUM AS SHOWN IN THE LINE TABLE.
- CAPTIONS WHICH APPEAR OUTSIDE THE PLATTED SUBDIVISION ARE FOR CONVENIENCE ONLY. NO CONVEYANCE OR PROMISE TO CONVEY ANY LANDS OR ANY INTEREST IN LANDS OUTSIDE THE SUBDIVISION IS INTENDED OR IMPLIED.
- THIS PLAT HAS BEEN PREPARED FROM A PREVIOUS BOUNDARY SURVEY OF THE SUBJECT PROPERTY PREPARED BY THIS FIRM AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS DEFINED IN CHAPTER 6107-6 OF THE FLORIDA STATUTES.
- THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



GRAPHIC SCALE



VICINITY MAP

NOT TO SCALE

PROJECT LOCATION

Curve Table

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	11409.20'	348.04'	348.02'	N80°26'48"W	01°44'52"
C2	183.50'	130.10'	127.40'	S31°06'16"W	40°37'24"
C3	138.50'	85.49'	93.61'	S01°52'14"E	38°10'05"
C4	240.12'	150.54'	148.08'	S28°41'40"W	35°55'11"
C5	240.12'	28.36'	28.34'	S07°21'04"W	06°46'01"
C6	11409.20'	412.18'	412.16'	N82°21'20"W	02°04'12"
C7 OVERALL	11409.20'	760.22'	760.08'	N81°28'54"W	03°49'04"
C8	11509.20'	161.99'	161.99'	S80°28'03"E	00°48'23"
C9	1879.86'	367.48'	366.85'	N69°33'19"E	11°34'10"
C10	11409.20'	438.06'	438.03'	S80°40'22"E	02°12'00"
C11	11509.20'	181.18'	181.18'	N81°19'18"W	00°54'07"
C12	11509.20'	100.88'	100.88'	N82°16'22"W	00°30'08"
C13	11509.20'	181.18'	181.18'	N81°19'18"W	00°54'07"
C14	11509.20'	161.99'	161.99'	N80°28'03"W	00°48'23"

Line Table

LINE	DIRECTION	DISTANCE
L1	N81°43'35"W	44.62'
L2	N08°16'25"E	14.30'
L3	N81°43'35"W	136.64'

Date Prepared:
JULY 6, 2000

Prepared By



Gustin, Cothern & Tucker, Inc.
Civil Engineering/Land Surveying
L.B. #3501

121 Hart Street Niceville, FL 32578 (850) 678-5141

Restaurant Row Redevelopment

SHEET **2** OF **2**

PLAT BOOK **11** PAGE **23**

10.30
1630.50

This Document Prepared By:
W. Christopher Hart
Clark, Partington, Hart, Larry,
Bond, Stackhouse & Stone
151 Regions Way
Building 6, Suite A
Destin, Florida 32541

**** OFFICIAL RECORDS ****
BK 2204 PG 4535

FILE # 1691654 RCD: Apr 06 1999 @ 02:00PM
Newman C. Brackin, Clerk, Okaloosa Cnty Fl

CPH FILE # _____
Parcel ID Number: _____

STATUTORY WARRANTY DEED
(§ 689.02, F.S.)

KNOW ALL MEN BY THESE PRESENTS, THAT **RESTAURANT ROW, a Florida general partnership**, whose address is 1241 Airport Road, Destin, Florida 32541, **Grantor**, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, does bargain, sell, convey and grant unto, **COBB INVESTMENT COMPANY, INC.**, a Delaware corporation, whose address is 1241 Airport Road, Destin, Florida 32541, Grantee's successors and assigns, forever, the real property in Okaloosa County, Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to taxes for the current and subsequent years; zoning ordinances, development orders and other restrictions and prohibitions imposed by applicable governmental authorities; and conditions, easements, and restrictions of record, if any, which are not hereby reimposed.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto executed this instrument on the 30th day of March, 1999.

Signed, sealed and delivered
in the presence of:

RESTAURANT ROW, a Florida general partnership

James G. Campbell
Print/Type Name of Witness

By: Henry H. Cobb, Jr.
HENRY H. COBB, JR., General Partner

Kimberly M. Biggs
Print/Type Name of Witness

Deed Doc Stamps \$16,800.00 D.C. S. Dumasant

STATE OF LOUISIANA
PARISH _____ OF ORLEANS

The foregoing instrument was acknowledged before me by **Henry H. Cobb, Jr.**, as General Partner of **Restaurant Row, a Florida general partnership**, on behalf of the partnership. He is personally known to me ~~or has produced a~~ _____ as identification, this 30th day of March, 1999.

(NOTARIAL SEAL)

Jeffrey E. Combes
JEFFREY E. COMBES
(Print/Type Name)
NOTARY PUBLIC
Commission Number: AT
My Commission Expires: AT DEATH

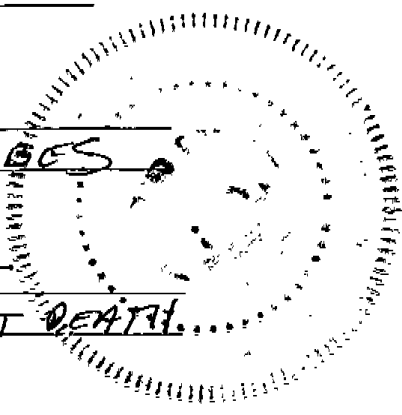


Exhibit A

PARCEL 3: (Cafe Grazie - 1771 Scenic Highway 98 East, Destin, FL

That portion of Lot 5, less and except the East 20 feet thereof, and Lot 6, Block 9 and the South ½ of a 20 foot alley lying North of the aforesaid Lots 5 and 6, East of the East right of way line of Seventh Street (40' R/W), according to the plat of Silver Beach Subdivision, as recorded in Plat Book 1, at Page 16 ½ of the Public Records of Okaloosa County, Florida.

And also:

Lots 7, 8, and 9, Block 9, less and except the East 70.00 feet thereof, Silver Beach Subdivision, as recorded in Plat Book 1, at Page 16 ½ of the Public Records of Okaloosa County, Florida.

And also:

All that part of the North ½ of a 20.00 foot alley lying South of Lot 7, Block 9, West of the East 70.00 feet of the aforesaid Lot 7 and East of the East right of way line of Seventh Street (40' R/W), according to the Plat of Silver Beach Subdivision, as recorded in Plat Book 1, at Page 16 ½ of the Public Records of Okaloosa County, Florida.

And also:

Lots 7, 8, 9, 22, 23, and 24, Block 10, Silver Beach Subdivision, as recorded in Plat Book 1, at Page 16 ½ of the Public Records of Okaloosa County, Florida.

And also:

All that part of the North ½ of a 20.00 alley lying South of Lots 7 and 24, Block 10, East of the East right of way line of Sixth Street (40' R/W) and West of the West right of way line of Seventh Street (40' R/W), according to the plat of Silver Beach Subdivision, as recorded in Plat Book 1, at Page 16 ½ of the Public Records of Okaloosa County, Florida.

And also:

That part of the East ½ of Sixth Street (40' R/W) lying South of the Westerly projection of the South line of Lot 9, Block 10 and lying North of the Westerly projection of the South line of the North ½ of a 20 foot alley, according to the plat of Silver Beach Subdivision, as recorded in Plat Book 1, at page 16 ½ of the Public Records of Okaloosa County, Florida.

And also:

That part of Sixth Street (40' R/W) lying East of Lot 22, Block 11 and West of Lot 9, Block 10, according to the plat of Silver Beach Subdivision, as recorded in Plat Book 1, Page 16 ½ of the Public Records of Okaloosa County, Florida.

And also:

Lot 22, Block 11, Silver Beach Subdivision, as recorded in Plat Book 1, at page 16 ½ of the Public Records of Okaloosa County, Florida.

And also:

A portion of Seventh Street, Silver Beach Subdivision as recorded in Plat Book 1, at page 16 ½ of the Public Records of Okaloosa County, Florida, being more particularly described as follows:

That portion of Seventh Street in the aforesaid subdivision, lying North of State Road 30, (U.S. 98, 100' R/W), South of the Easterly projection of the North line of the South ½ of a 20 foot alley in Block 10 of the aforesaid subdivision, East of Lot 1, Block 10, and West of Lot 6, Block 9, of the aforesaid Silver Beach Subdivision, Okaloosa County, Florida.

And also:

All that part of Seventh Street (40' R/W) lying between and contiguous to Blocks 9 and 10, lying South of the Easterly projection of the South line of Lot 21, Block 10 and lying North of the Easterly projection of the South line of the North ½ of a 20 foot alley, according to the plat of Silver Beach Subdivision, as recorded in Plat Book 1, at page 16 ½ of the Public Records of Okaloosa County, Florida.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Profit Corporation
SRG PROPERTIES, INC.

Cross Reference Name

SOUTHERN RESTAURANT GROUP, INC.

Filing Information

Document Number	843393
FEI/EIN Number	59-1913351
Date Filed	06/07/1979
State	DE
Status	ACTIVE
Last Event	NAME CHANGE
AMENDMENT	
Event Date Filed	03/05/2009
Event Effective Date	NONE

Principal Address

1771 SCENIC HIGHWAY 98 EAST
2ND FLOOR - NORTH ENTRANCE
DESTIN, FL 32541

Changed: 04/26/2008

Mailing Address

P.O. BOX 99
DESTIN, FL 32540

Changed: 05/15/1998

Registered Agent Name & Address

COMER, JOHN H
1771 SCENIC HIGHWAY 98 EAST
2ND FLOOR - NORTH ENTRANCE
DESTIN, FL 32541

Name Changed: 04/27/2005

Address Changed: 04/26/2008

Officer/Director Detail

Name & Address

Title VP

COMER, JOHN H
1771 SCENIC HIGHWAY 98 EAST - FLOOR 2
DESTIN, FL 32541

Title DIR

STEPHENSON, CATHERINE C
1771 SCENIC HIGHWAY 98 EAST - FLOOR 2
DESTIN, FL 32541

DESTIN, FL 32541

Title President, CEO, Dir.

COBB, HENRY H., III
1771 SCENIC HIGHWAY 98 EAST - FLOOR 2
DESTIN, FL 32541

Title Secretary, Dir.

REYHER, MARGARET C
1771 SCENIC HIGHWAY 98 EAST - FLOOR 2
DESTIN, FL 32541

Title Treasurer, CFO, Asst. Secretary

COWGILL, MARY LOU
2441 BUENA VISTA STREET
PENSACOLA, FL 32503

Annual Reports

Report Year	Filed Date
2016	04/14/2016
2017	04/19/2017
2018	03/02/2018

Document Images

03/02/2018 -- ANNUAL REPORT	View image in PDF format
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04/10/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
03/30/2010 -- ANNUAL REPORT	View image in PDF format
04/23/2009 -- ANNUAL REPORT	View image in PDF format
03/05/2009 -- Name Change	View image in PDF format
04/26/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2007 -- ANNUAL REPORT	View image in PDF format
04/11/2006 -- ANNUAL REPORT	View image in PDF format
04/27/2005 -- ANNUAL REPORT	View image in PDF format
04/12/2004 -- ANNUAL REPORT	View image in PDF format
02/17/2003 -- ANNUAL REPORT	View image in PDF format
01/30/2002 -- ANNUAL REPORT	View image in PDF format
06/27/2001 -- ANNUAL REPORT	View image in PDF format
05/25/2001 -- Dropping DBA	View image in PDF format
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05/01/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

843393

Florida Department of State
Division of Corporations
Public Access System

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Division of Corporations
Fax Number : (850)617-6380

From:

Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850)222-1092
Fax Number : (850)878-5368

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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COR AMND/RESTATE/CORRECT OR O/D RESIGN

SOUTHERN RESTAURANT GROUP, INC.

Certificate of Status	0
Certified Copy	0
Page Count	03
Estimated Charge	\$35.00

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Corporate Filing Menu

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09 MAR -5 PM 2:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

843393

(Document number of corporation (if known))

1. Southern Restaurant Group, Inc.
(Name of corporation as it appears on the records of the Department of State)
2. Delaware (Incorporated under laws of) 3. June 7, 1979
(Date authorized to do business in Florida)

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? March 2, 2009
5. SRG Properties, Inc.
(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)
- n/a
(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)
6. If the amendment changes the period of duration, indicate new period of duration.
- n/a
(New duration)
7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.
- n/a
(New jurisdiction)
8. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.
- John H. Comer
(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)
- John H. Comer (Typed or printed name of person signing) President and CEO (Title of person signing)

Delaware

PAGE 1

The First State

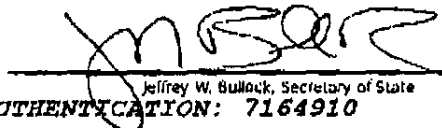
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "SOUTHERN RESTAURANT GROUP, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "SRG PROPERTIES, INC.", THE SECOND DAY OF MARCH, A.D. 2009, AT 11:43 O'CLOCK A.M.

0870129 8320

090233505

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7164910

DATE: 03-03-09

843393

Document Number Only

CT Corporation System
660 East Jefferson Street
Tallahassee, FL 32301
Tel 850 222 1092
Fax 850 222 7615
Attn: Jeff Netherton

FILED
99 DEC 16 PM 2:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPORATION(S) NAME

900003072899--3
-12/16/99--01070--010
*****35.00 *****35.00

Cobb Investment Company, Inc.

Changing to: Southern Restaurant Group, Inc. d/b/a Destin Development Company

☐ Profit	☒ Amendment	☐ Merger
☐ Nonprofit		
☐ Foreign	☐ Dissolution/Withdrawal	☐ Mark
	☐ Reinstatement	
☐ Limited Partnership	☐ Annual Report	☐ Other
☐ LLC	☐ Name Registration	☐ Change of RA
	☐ Fictitious Name	☐ UCC
☐ Certified Copy	☐ Photocopies	☐ CUS
☐ Call When Ready	☐ Call If Problem	☐ After 4:30
☒ Walk In	☐ Will Wait	☒ Pick Up
☐ Mail Out		

Name _____ 12/16/99
Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
Acknowledgement _____
W.P. Verifier _____

DBA

N.C.

C. COULLETTE DEC 17 1999

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TALLAHASSEE, FLORIDA

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

1. Cobb Investment Company, Inc.
Name of corporation as it appears on the records of the Department of State.
2. Delaware 3. June 7, 1979
Incorporated under laws of Date authorized to do business in Florida

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGE\$)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? October 12, 1999

5. Southern Restaurant Group, Inc.
Name of corporation after the amendment, adding suffix "corporation" "company" or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation.

6. If the amendment changes the period of duration, indicate new period of duration.

N/A
New Duration

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

N/A
New Jurisdiction

Thomas E. Kranz
Signature

November 18, 1999
Date

Thomas E. Kranz
Typed or printed name

Vice President
Title

FILED
99 DEC 16 PM 2:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**UNANIMOUS CONSENT ACTION OF THE
BOARD OF DIRECTORS OF
SOUTHERN RESTAURANT GROUP, INC.
(FORMERLY COBB INVESTMENT COMPANY, INC.)**

The undersigned, who are all of the members of the board of directors of Southern Restaurant Group, Inc. (formerly Cobb Investment Company, Inc.), a Delaware corporation (the "Corporation"), do hereby consent to taking these actions without a meeting, hereby adopt the following resolutions as the action of the board of directors of said corporation in lieu of a meeting, and direct that this written consent be filed with the minutes of the proceedings of the Corporation:

WHEREAS, the Corporation recently filed an amendment to the Corporation's Certificate of Incorporation with the State of Delaware which changed its corporate name from "Cobb Investment Company, Inc." to "Southern Restaurant Group, Inc." (the "Name Change"); and

WHEREAS, because of the Name Change, the Corporation is required to file applications to amend its Certificate of Authority in all states where the Corporation is qualified to do business; and

WHEREAS, the name "Southern Restaurant Group, Inc." is unavailable for use in the State of Florida, one of the states where the Corporation is qualified to do business; and

WHEREAS, the directors of the Corporation desire to cause the Corporation to adopt the name "Destin Development Company" for use in doing business in the State of Florida.

BE IT THEREFORE RESOLVED, that the Corporation, organized and existing under the laws of the State of Delaware, hereby adopts the name "Destin Development Company" for use in the State of Florida.

FURTHER RESOLVED, that each of the duly elected officers of the Corporation be and the same hereby are authorized and directed to do any and all such things and to execute, deliver and file all such writings, documents, and instruments as shall be necessary or appropriate to implement and carry out the above and foregoing resolution. The signature of one or more of said officers on any such instrument shall be conclusive proof of the appropriateness of said instrument and of the authority of the officer or officers to execute the same.

Executed by the undersigned on the 12th day of October, 1999, the Secretary being directed to place this Consent Action in the corporate minute book.

BOARD OF DIRECTORS:

Henry H. Cobb, Jr.
Henry H. Cobb, Jr.

Edward H. O'Gwynn, Jr.

Margaret C. Reyher

Catherine C. Stephenson

H. Hammond Cobb, III

Nicholas J. Sarra, III
Nicholas J. Sarra, III

Alice W. Cobb

Jack P. Stephenson, Jr.

Thomas E. Kranz
Thomas E. Kranz

Executed by the undersigned on the _____ day of _____, 1999, the
Secretary being directed to place this Consent Action in the corporate minute book.

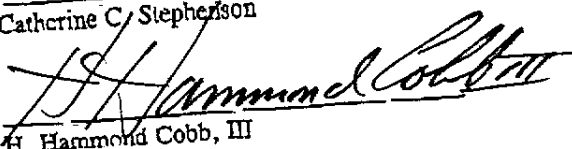
BOARD OF DIRECTORS:

Henry H. Cobb, Jr.

Edward H. O'Gwynn, Jr.

Margaret C. Royher

Catherine C. Stephenson


H. Hammond Cobb, III

Nicholas J. Sarra, III

Alice W. Cobb

Jack P. Stephenson, Jr.

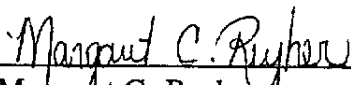
Thomas E. Kranz

Executed by the undersigned on the _____ day of _____, 1999, the Secretary being directed to place this Consent Action in the corporate minute book.

BOARD OF DIRECTORS:

Henry H. Cobb, Jr.

Edward H. O'Gwynn, Jr.



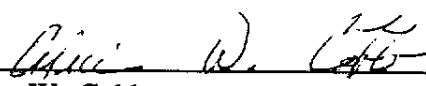
Margaret C. Reyher



Catherine C. Stephenson

H. Hammond Cobb, III

Nicholas J. Sarra, III



Alice W. Cobb



Jack P. Stephenson, Jr.

Thomas E. Kranz

Executed by the undersigned on the _____ day of _____, 1999, the Secretary being directed to place this Consent Action in the corporate minute book.

BOARD OF DIRECTORS:

Henry H. Cobb, Jr.

Edward H. O'Gwynn, Jr.

Margaret C. Reyher

Catherine C. Stephenson

H. Hammond Cobb, III

Nicholas J. Sarra, III

Alice W. Cobb

Jack P. Stephenson, Jr.

Thomas E. Kranz

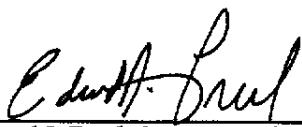
State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "COBB INVESTMENT COMPANY, INC.", CHANGING ITS NAME FROM "COBB INVESTMENT COMPANY, INC." TO "SOUTHERN RESTAURANT GROUP, INC.", FILED IN THIS OFFICE ON THE TWELFTH DAY OF OCTOBER, A.D. 1999, AT 10 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Edward J. Freel, Secretary of State

0870129 8100

991428549

AUTHENTICATION: 0019428

DATE: 10-12-99

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION OF
COBB INVESTMENT COMPANY, INC.**

Cobb Investment Company, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), and having its registered office in the State of Delaware in the county of New Castle, 1209 Orange Street, Wilmington, Delaware, does hereby certify as follows:

(i) that the following resolution is a true and correct copy of the resolution adopted by the Board of Directors of the Corporation proposing an amendment to the Certificate of Incorporation of the Corporation and declaring its advisability in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware:

RESOLVED, by the Board of Directors of the Corporation that the Certificate of Incorporation of the Corporation be amended to change the name of the Corporation to "Southern Restaurant Group, Inc." by deleting the heading and Article I in their entirety and substituting in lieu thereof the following:

Certificate of Incorporation
of
Southern Restaurant Group, Inc.

Article I
Name

The name of the corporation is:
Southern Restaurant Group, Inc.

RESOLVED FURTHER, that the Board of Directors declares it desirable and hereby recommends to the stockholders of the Corporation that the Certificate of Incorporation be amended as aforesaid and directs that the aforesaid amendment be submitted to the stockholders of the Corporation for their action; and

RESOLVED FURTHER, that upon approval of said amendment by the stockholders of the Corporation the president of the Corporation be, and he hereby

is, authorized and directed to execute and file a Certificate of Amendment to the Certificate of Incorporation of the Corporation in the State of Delaware, at such time as deemed appropriate by the president, and to execute and to file all further documents and to do all further acts or things within or without the State of Delaware as he may deem necessary or desirable to effectuate the above amendment.

(ii) that pursuant to resolution of its Board of Directors, a meeting of the stockholders of the Corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation law of the state of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment; and

(iii) that said amendment has been duly adopted in accordance with applicable provisions of Sections 242 and 222 of the General Corporation Law of the State of Delaware.

(iv) that said amendment shall become effective on the date of filing this Certificate of Amendment with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by Henry H. Cobb, Jr., its President, this 6th day of OCTOBER, 1999.

COBB INVESTMENT COMPANY, INC.

By: Henry H. Cobb, Jr.
Henry H. Cobb, Jr.
Its President

STATE OF FLORIDA)
OKALOOSA COUNTY)

Before me, a notary public in and for said county, in said state, personally appeared Henry H. Cobb, Jr., on this date, who being first duly sworn, did depose, acknowledge and say as follows: (i) that affiant is President of Cobb Investment Company, Inc., a Delaware corporation, named in the foregoing Certificate of Amendment, (ii) that he, as such officer, is authorized and empowered to make this sworn verification and to cause the Certificate of Amendment to be executed, acknowledged and filed for record on behalf of the corporation, and (iii) that he, as such officer of said corporation, is familiar with the contents of the foregoing Certificate of Amendment as the act and deed of said corporation, and the matters set forth therein are true.

Given under my hand and official seal, this the 6th day of OCTOBER, 1999.

Jill M. Baughman
Notary Public
My Commission Expires July 20, 2000
[Notary Seal]



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 3, 2018**TYPE OF AGENDA ITEM:** Action Item

TO: City Council**THRU:** Kimberly Kopp, Land Use Attorney**FROM:** Lance Johnson, Interim City Manager**DATE:** November 28, 2018**SUBJECT:** First reading of Ordinance 18-26-LC - Amending Article 2 of the Land Development Code to amending the application categories for vested rights determinations

I. BACKGROUND: The City Council and the City's Local Planning Agency have previously undertaken the necessary studies and have adopted a Comprehensive Plan to guide and control growth in the city. Policy 1-2.1.5 of the City's adopted Comprehensive Plan provides that existing land uses that were lawfully conforming uses prior to the effective date of the Comprehensive Plan continue as lawful uses. Additionally, Policy 1-2.1.5 requires that implementing regulations and administrative remedies be set forth in the City's Land Development Code for vested rights issues. Therefore, on September 3, 2018, the City Council adopted implementing land development regulations consistent with the adopted Comprehensive Plan in accordance with the Community Planning Act. Subsequently, the City Council directed staff to add an additional category for potential vested rights determinations provided there is a de minimis impact. The proposed ordinance is staff's attempt to capture the intent of the City Council in balancing the welfare and quality of life of its citizens and tourist population, and of all the public, with the rights of private property owners.

II. DISCUSSION:

The proposed ordinance creates a fourth limited category for vested rights determinations. In summary, the proposed criteria and requirements for eligibility include:

1. The development application must have been submitted prior to June 8, 2018, which is the effective date of the current Comprehensive Plan. Further, the application must not have received a final decision regarding approval or denial.
2. The application must be a minor development.
3. The proposed structure must be less than 4,000 square feet.

The property owner would have six months from the date of the ordinance to apply for a Category Four vested rights determination, and all other provisions of the ordinance adopted by the City Council on September 3, 2018 would be applicable to this category.

A. Link to Strategic Goals / Objectives: Policy 1-2.1.5 of the City's adopted Comprehensive Plan provides that existing land uses that were lawfully conforming uses prior to the effective date of the Comprehensive Plan continue as lawful uses. Additionally, Policy 1-2.1.5 requires that implementing regulations and administrative remedies be set forth in the City's Land Development Code for vested rights issues.

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to approve Ordinance 18-26-LC on first reading and direct staff to advertise for second reading.

Attachments:

1. Dec 3 Vested Rights Ordinance

ORDINANCE NO. 18-xx-LC

**AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA
AMENDING ARTICLE 2 OF THE LAND DEVELOPMENT CODE
TO AMENDING THE APPLICATION CATEGORIES FOR
VESTED RIGHTS DETERMINATIONS; PROVIDING FOR
AUTHORITY; PROVIDING FOR INCORPORATION INTO THE
LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING
PROVISIONS; PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, pursuant to the requirements of section 163.3164, et seq., Florida Statutes, the Community Planning Act, (hereinafter “Community Planning Act”) the City of Destin has adopted and has in effect a Comprehensive Plan; and

WHEREAS, the City Council and the City’s Local Planning Agency have previously undertaken the necessary studies and have adopted a Comprehensive Plan to guide and control growth in the city; and

WHEREAS, Policy 1-2.1.5 of the City’s adopted Comprehensive Plan provides that existing land uses that were lawfully conforming uses prior to the effective date of the Comprehensive Plan continue as lawful uses; and

WHEREAS, Policy 1-2.1.5 of the City’s adopted Comprehensive Plan requires that implementing regulations and administrative remedies be set forth in the City’s Land Development Code for vested rights issues;

WHEREAS, on September 3, 2018, the City Council adopted implementing land development regulations consistent with the adopted Comprehensive Plan in accordance with the Community Planning Act; and

WHEREAS, the City Council of the City of Destin desires to add an additional category for potential vested rights determinations provided there is a de minimis impact ; and

WHEREAS, the City Council desires to balance the welfare and quality of life of its citizens and tourist population, and of all the public, with the rights of private property owners; and

WHEREAS, the City Council of the City of Destin, Florida hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of the City of Destin, Florida; and

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

Section 1. Recitals. The foregoing recitals are hereby incorporated herein by this reference.

Article . 2 Administration.

* * *

Section 2.26.02. Eligibility to Apply for a Vested Rights Determination

A. This process is only available to property owners who personally, or through their predecessors in title, can provide written proof that prior to June 8, 2018, they applied to the City of Destin to build something on the property that was never built on a specific parcel of property, and that they are able to meet one of the ~~three~~ four categories of applications set forth below in section 2.26.03.

B. The scope of any such request for a Vested Right shall be limited to what was applied for in the original application filed with the City prior to June 8, 2018, and shall be further limited to any written input or opinions provided by staff at the time of the denial or approval. Any application relied upon by the Applicant, along with any input or opinions from staff, must be attached to any Application submitted under this Chapter.

C. One may not apply if they are seeking a determination as to anything that was subject to an unexpired development order, which was pending as of June 8, 2018, and any building heights, density, and or intensity requirements in the unexpired development order shall continue to be legal after the date of the adoption of the Comprehensive Plan, and shall expire on the expiration date contained within the development order.

D. An Applicant may only submit one application for a Vested Rights Determination per parcel, which will require the Applicant to indicate which category the Applicant is applying under. The Categories are mutually exclusive, and Applicants shall only select one category for their application. If an Applicant selects more than one category, then the Application shall be summarily denied if not corrected within three (3) months of the effective date of this Chapter.

Section 2.26.03. Application Categories.

A property owner may make application to the City Council for a Vested Rights Determination if they fall within one of the ~~three~~ four categories listed below.

* * *

D. Category Four

i. The Applicant duly applied for a Development Order prior to June 8, 2018, and did not receive a final decision for approval or denial prior to June 8, 2018. A formal written application and payment of appropriate applicable fees must have been received by the City prior to June 8, 2018.

ii. Category Four applications for vested rights determinations are subject to the following limitations:

a. The application is for a minor development; and

b. The gross floor area of the proposed structure is less than 4,000 square feet; and

iii. This category of Applicant shall be required to submit an application for a vested rights determination by (insert date that is 6 months after effective date of this Ordinance).

Section 3. Incorporation into the Land Development Code.

This ordinance shall be incorporated into the Land Development Code, and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 4. Conflicting Provisions.

All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior inconsistent ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. Severability.

If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date.

This ordinance shall become effective adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____, 2018.

By: _____
Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

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

Kimberly Romano Kopp, Esq.

First Reading: _____

Second Reading: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 3, 2018**TYPE OF AGENDA ITEM:** Public Hearing**TO:** City Council**THRU:** Bragg Farmer, Finance Director
Jeff Burns, City Attorney
Lance Johnson, Interim City Manager**FROM:** Steve Schmidt, Deputy City Manager**DATE:** November 26, 2018**SUBJECT:** First reading of Ordinance 18-27-CN - Acquisition of 108 Sibert Avenue

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

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

II. DISCUSSION: Pursuant to Section 3.12(b) of the City Charter, an Ordinance is required for "conveyance or lease of any lands of the city." A copy of the proposed Ordinance 18-25-CN, is included as Attachment "2." Staff has been in contact with seller's real estate broker on several occasions, and submitted the offer at the city's appraised value. After discussion with his client, the broker returned the executed contract (a copy of which is included as Attachment "3"),

without changes.

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

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

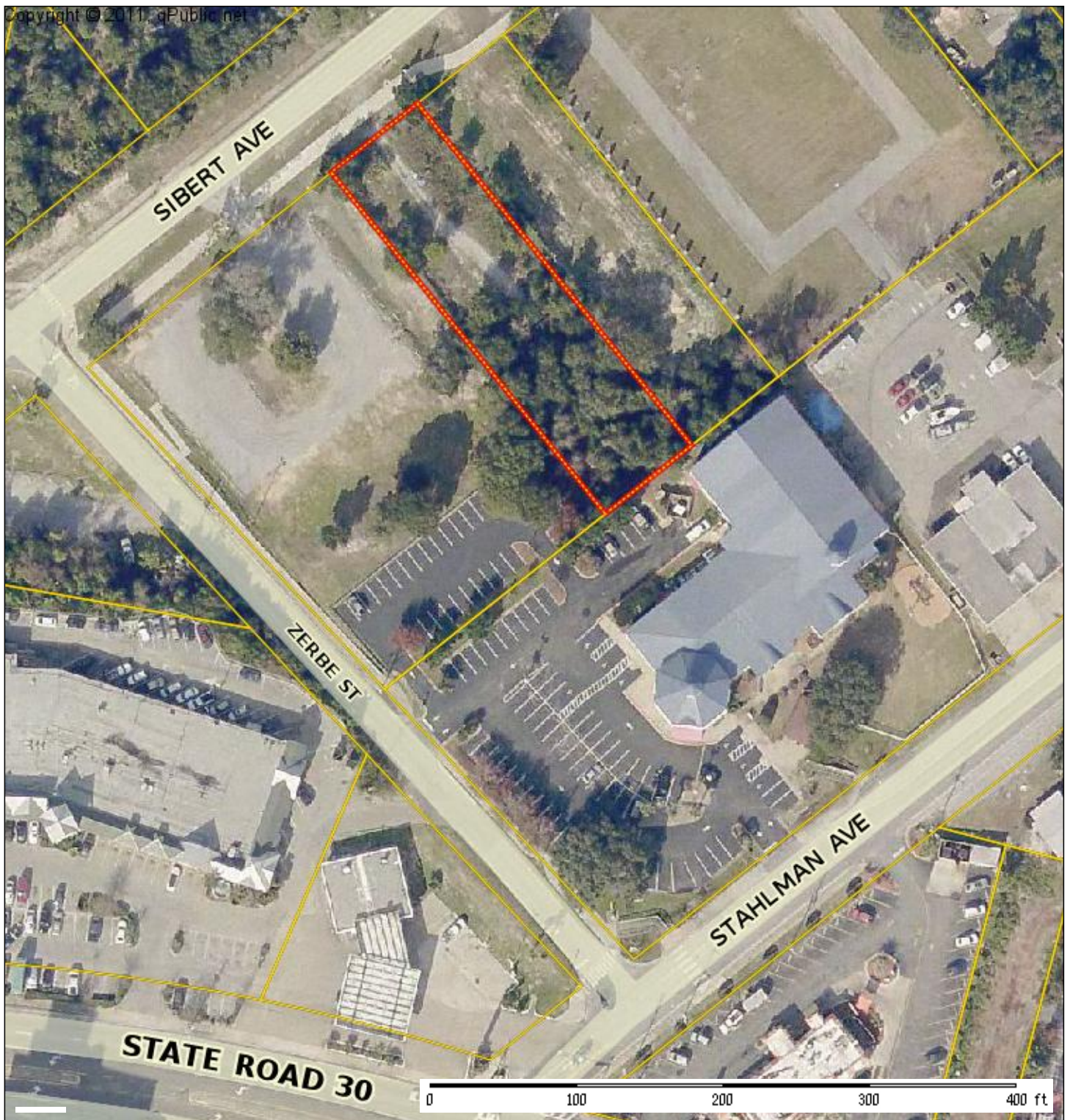
C. Level of Service (LOS): Purchase of this property should provide an increase in the parking level of service for the harbor area.

III. CONCLUSION: Purchase of this property, when combined with the city surface parking lot properties on both the northeast and southwest sides of the subject property will provide fully contiguous 2.4 acre surface parking area. A Phase 1 Environmental Survey (as recommended by the City Attorney) has been completed (included as Attachment "4") and did not reveal any concerns pertaining to environmental matters. The amount of the Purchase Agreement does not exceed the appraised value, and staff recommends approval for the acquisition by Council. Upon approval by Council at this First Reading, staff will order a Survey and Title Commitment. If the survey and the title commitment show no significant concerns (as expected), staff will bring the item back for Second Reading and final approval to close.

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

Attachments:

1. 108 Sibert Avenue - PA
2. 18-27-CN - Purchase of 108 Sibert Drive
3. 108 Sibert Contract
4. Sibert Complete ESA



Okaloosa County Appraiser

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

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



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

Date printed: 10/29/18 : 17:34:29

ORDINANCE 18-27-CN

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

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

SECTION II. FINDINGS OF FACT.

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

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

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

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

A parcel of land lying in Township 2 South, Range 22 West, Okaloosa County, Florida, being more particularly described as follows:

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

Being further described as Okaloosa County Property Tax ID No 00-2S-22-0310-000D-3780.

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

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

ADOPTED THIS 19th DAY OF NOVEMBER 2018.

By: _____
Gary Jarvis, Mayor

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

ATTEST:

Rey Bailey, City Clerk

Jeff Burns, City Attorney

First Reading: December 3, 2018
Second Reading: December 17, 2018

CONTRACT FOR PURCHASE AND SALE

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

ARTICLE I - PROPERTY

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

ARTICLE II - PURCHASE PRICE

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

ARTICLE III - CLOSING AND CLOSING DATE

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

ARTICLE IV - TERMS AND CONDITIONS

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

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

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

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

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

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

4.4. **Closing Affidavit.** At the Closing, Seller shall furnish Buyer with an affidavit (i) testifying to the absence of any claims, encumbrances, taxes, assessments, liens or potential lienors known to Seller not disclosed in the Title Commitment and Deed, (ii) further attesting that there have been no improvements to the Property by or through Seller for the ninety (90) day period immediately preceding the date of Closing, the cost of which remains unpaid, (iii) agreeing to take no action prior

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

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

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

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

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

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

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

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

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

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

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

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



To Seller: Wilbur J. Englestad
608 Fir Avenue
Niceville, FL 32578

To Buyer: City of Destin
Attention: City Manager
4200 Indian Bayou Trail
Destin, FL 32541

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

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

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

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

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

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

law, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

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

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

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

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

ARTICLE V - SPECIAL CONDITIONS

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

5.1. **Condition Precedent**. Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of

these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this contract.

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

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

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

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

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

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

5.4(a). Seller's Broker is:

Bobby PARISH
RE/MAX Southern Realty
4608 OPA LOCKA LANE
7
DESTIN, FL 32541

KJE

(IF APPLICABLE)

Seller shall be solely responsible for payment to Seller's broker in an amount that is equal to 6 percent (___%) of the Purchase Price.

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

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

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



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

Signed, sealed and delivered
in the presence of:

Bobby Parish
Bobby PARISH
(print name)

Mandy Muncy
Mandy Muncy
(print name)

Signed, sealed and delivered
in the presence of:

Steven R. Summit
Steven R. Summit
(print name)

Loraine Berish
Loraine Berish
(print name)

SELLER:

WILBUR J. ENGLESTAD

By: Wilbur J. Englestad

Wilbur J. Englestad

Date: 10/24/18



BUYER:

CITY OF DESTIN, FLORIDA

By: Lance Johnson

Lance Johnson, Interim City Manager

ATTEST:

By: Rey Bailey

Rey Bailey, City Clerk

Date: 10/23/18

WJE

EXHIBIT "A"

[THE "PROPERTY"]

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



EXHIBIT "B"

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

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this 24 day of OCT., 2018, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

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

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

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

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

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

[SIGNATURE ON FOLLOWING PAGE]



WITNESSES:

Bobby Parish
Bobby PARISH
(print)
Nicole Darr
Nicole Dominique
(print)

Wilbur J. Englestad
Wilbur J. Englestad

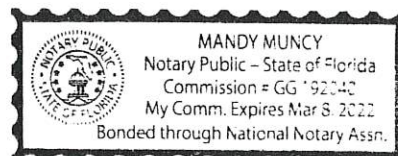
Address: 608 Fir Avenue, Niceville, Florida 32578

STATE OF FL

COUNTY OF Okaloosa

SWORN TO and subscribed before me this 24 day of Oct, 2018, by WILBUR J. ENGLESTAD, (check one) ☐ who is personally known to me or ☐ who provided FL DL as identification.

Mandy Muncy
Print Name: Mandy Muncy
Notary Public



ENVIRONMENTAL SITE ASSESSMENT REPORT

FOR THE

108 SIBERT AVENUE SITE

Prepared for:

City of Destin c/o
Scott Jenkins
Jenkins Engineering
1234 Airport Rd #126
Destin, FL 32541

Prepared by:



1300 West Government St. Pensacola, Florida 32502
850.435.9367 www.biome.co

Project No. 2004.049

November 2018

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1 Summary

A Phase I Environmental Site Assessment was conducted on the property known as the 108 Sibert Site which occupies approximately 0.51-acres situated northeast of the intersection of Sibert Avenue and Zerbe Street in Destin, Florida. The property comprises a single tax parcel identified as parcel number 00-2S-22-0310-000D-3780 by the Okaloosa County Property Appraiser. The site is generally located in the heart of Destin proper behind the Destin Community Center. The site's general location is shown in **Appendix 10.1**. The site itself is presently vacant but has historically been the location of a small mobile home park. The immediate vicinity of the site is dominated by municipal and residential uses.

A search of environmental databases for sites within the ASTM search radii generated no findings for the site, no findings for adjacent properties, and very limited findings for the vicinity. The vicinity findings were all either cross or downgradient of the target property. No information investigated during environmental records review resulted in findings that were later determined to represent a recognized environmental condition for the target property.

Excellent historic imagery depicting the target property (dating to 1955) was readily available and reviewed for this assessment. The earliest image depicts undeveloped land. All subsequent imagery shows a single-family residence (still extant) and up to four mobile homes sited on the property. Tax records indicate that the single-family residence was constructed in 1961. No use other than residential was evident from review of historic records. The historic residential use of the site had no associated findings that were later determined to represent a recognized environmental condition for the target property.

Inspection of the target property revealed a derelict, boarded-up home occupying an otherwise vegetatively overgrown lot set within municipal uses (community center, sheriff's office, parking lots, cemetery). Inspection of the target property did not result in findings suggesting the presence of recognized environmental conditions in connection with the target property.

The conclusion of this assessment is:

Biome Consulting Group has performed a Phase I Environmental Site Assessment in general conformance with the scope and limitations of ASTM Practice E-1527-13 of the 108 Sibert Site identified as Parcel Number 00-2S-22-0310-000D-3780 by the Okaloosa County Property Appraiser. Any exceptions to, or deviations from, this practice are described in Section 2.4 of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property.

2 Introduction

This report is an instrument of service of Biome Consulting Group. The report presents the results of a Phase I Environmental Site Assessment (ESA) of the 108 Sibert Site located in an undivided portion of Township 2 South, Range 22 West, Okaloosa County, Florida. This ESA was performed for The City of Destin who is the intended *User* of this report.

2.1 Purpose

This report provides the results of an assessment of the environmental condition of the target real estate and is intended to constitute all appropriate inquiry for the purposes of qualifying the *Users* of this report for CERCLA's (Comprehensive Environmental Response, Compensation and Liability Act) Landowner Liability Protections including: the *bona fide* prospective purchaser liability protection; contiguous property owner liability protection; and innocent landowner defense, assuming compliance with other elements of those defenses.

The conduct of this assessment was specifically intended to identify Recognized Environmental Conditions (REC's) in connection with the target property. For the purpose of this report, a Recognized Environmental Condition is defined as follows: the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: due to a release to the environment; under conditions indicative of a release to the environment; or under conditions that pose a material threat of a future release to the environment. *De Minimis* conditions are not recognized environmental conditions.

This report is not nor is it intended to be exhaustive. No environmental site assessment can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property. This assessment report is intended to reduce, but not eliminate, uncertainty regarding the potential of recognized environmental conditions in connection with the target property.

2.2 Detailed Scope-of-Services

Biome Consulting Group was contracted by Scott Jenkins on behalf of The City of Destin to Complete a Phase I Environmental Site Assessment for the target property in accordance with the guidelines set forth in ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (Designation E-1527-13). Additional services such as assessment of asbestos, lead, and radon or other environmental assessment services not identified as scope items in E-1527-13 were not included with this scope of services. A copy of the standard can be purchased from ASTM at <http://www.astm.org>.

2.3 Significant Assumptions

No significant assumptions were made in connection to the conduct of this assessment.

2.4 Limitations and Exceptions

Biome Consulting Group has endeavored to perform this assessment in general conformance with the guidelines established in ASTM E-1527-13 Environmental Site Assessments for Commercial Real Estate. The following constitute perceived deviations from that standard:

1. At the request of the *User*, this assessment was conducted in less than 20-days, the period identified in the standard associated with reasonable ascertainability.
2. The objective of research to 1940 was not achieved. A 1955 aerial photograph was the earliest historic document reviewed for this assessment. However, the image appeared to predate initial development of the property.
3. The interior of the residential building was not inspected.

The findings and opinions conveyed via this ESA report are based on information obtained from a variety of sources enumerated herein, and which Biome Consulting Group believes is reliable. Nonetheless, Biome Consulting Group CANNOT AND DOES NOT GUARANTEE THE AUTHENTICITY OR RELIABILITY OF THE INFORMATION IT HAS RELIED UPON.

2.5 Special Terms and Conditions

The terms and conditions governing Biome Consulting Group's conduct of this assessment are detailed in the contract executed by the *User*. No special terms and conditions or deviations from Biome Consulting Group's standard terms and conditions were employed for this scope of services.

2.6 User Reliance

The City of Destin is the *User* of this report. The identified *Users* are the only intended beneficiaries of this report and are the only parties to whom Biome Consulting Group has explained the risks involved and which have been involved in the shaping of the scope of services needed to satisfactorily manage those risks from the *Users'* point of view. Accordingly, reliance on this report by any party other than the *Users* would perforce result in reliance on assumptions whose extent and nature distort the meaning and impact of the findings and opinions related herein, in turn resulting in misinterpretation. Biome Consulting Group's findings and opinions relayed in this report may not be relied upon by any party except the *Users*. Biome Consulting Group is available to contract with other parties to develop findings and opinions related specifically to such other parties' unique risk management concerns.

3 Site Description

3.1 Location and Legal Description

The 108 Sibert Site (**Appendix 10.1**) is a 0.51-acre parcel situated northeast of the intersection of Sibert Avenue and Zerbe Street in Destin, Florida. The limits of the target property are depicted in the sketch included as **Appendix 10.2**. The site is comprised of a single tax parcel

identified as number 00-2S-22-0310-000D-3780 by the Okaloosa County Property Appraiser. A copy of the tax card including legal description for the property is included in **Appendix 10.4a**.

3.2 Site and Vicinity General Characteristics

The vicinity was historically and is presently dominated by residential uses fronting Siebert Avenue, municipal uses fronting Stahlman Avenue, and commercial uses fronting Harbor Boulevard. While areas further to the south in Destin were developed earlier, residential development in the vicinity of the target property didn't begin until the 1950's with waterfront residences coming before interior roads and lots. The extant block building is a single-family residence built in 1961 and occupied continuously until a few years ago.

3.3 Current Use of the Property

The site is presently vacant single-family residence.

3.4 Descriptions of Structures, Roads, and Other Improvements

Access to the property is gained through a driveway fronting Sibert to the northwest. The gravel drive terminates at the residence which occupies the southeastern portion of the lot. Historically, four mobile homes occupied the property with two on each side of the driveway. These are no longer present and the lot is overgrown with vegetation. While presently serviced by sanitary sewer, the home was originally serviced by a septic tank which is believed to be still present on the property (in an unknown location). A residential propane tank is located along the rear wall of the house. No pipes, ports, vents, dispensers, pits, ponds, lagoons, tanks, drums, or any other feature indicative of a REC was observed on the property. An annotated aerial of the site is included as **Appendix 10.2** and site photos are included in **Appendix 10.3**.

3.5 Current Uses of the Adjoining Properties

NORTHWEST

Residential

NORTHEAST

Gravel parking lot

SOUTHEAST

Destin Community Center

SOUTHWEST

Gravel parking lot

4 User Provided Information

4.1 Scope

The “All Appropriate Inquiries” final rule (40 CFR Part 312) requires that certain tasks be performed by a party seeking to qualify for a landowner liability protection to CERCLA liability. In its engagement paperwork, Biome Consulting Group provides a colloquial description of the *user* responsibilities as well as a *user* questionnaire. These, including *user* responses, are attached to this report in **Appendix 10.6**.

This section provides comments on the materials provided to the environmental professional for review.

4.2 Title Records

If available, title and judicial records may contain information relating to environmental liens and / or activity and use limitations. Such information may point toward recognized environmental conditions in connection with the target property. No title records were provided by the *user* for review by the environmental professional.

4.3 Specialized Knowledge

The *User* must take into account their specialized knowledge to identify conditions indicative of releases or threatened releases. If the *User* has any specialized knowledge stemming from their education, profession, or experience that is material to recognized environmental conditions in connection with the target property, the *user* should communicate such information to the environmental professional prior to the conduct of the site reconnaissance. The *User* did not indicate specialized knowledge in connection with the target property.

4.4 Commonly Known or Reasonably Ascertainable Information

Commonly known or reasonably ascertainable information within the local community about the target property must be taken into account by the *User*. For example, a property might be commonly identified by a historic use (e.g. “the old corner store”) that could be indicative of a past release. Such information should be communicated to the environmental professional prior to the conduct of the site reconnaissance. The *User* did not indicate commonly known information in connection with the target property.

4.5 Valuation Reduction for Environmental Issues

In a transaction involving the purchase of a parcel of commercial real estate, the *User* shall consider the relationship of the purchase price to the fair market value. Significant reduction in price might be indicative of known or undisclosed environmental issues. The *User* should try to identify an explanation for a lower price which does not reasonably reflect fair market value. The *User* is not required to disclose the purchase price to the environmental

professional; however, the *User* should inform the environmental professional if there is a perceived discrepancy in price.

No information related to valuation was provided by the *User*. However, property appraiser records were reasonably ascertainable and copies of the county tax records are included in **Appendix 10.4a**.

4.6 Owner, Property Manager, and Occupant Information

The Okaloosa County Property Appraiser identifies Wilbur Englestand as the owner of the property. The vacant property has no site manager or occupant.

4.7 Reason for Performing Phase I

The *Users* wish to document all appropriate inquiry for the purposes of applicable CERCLA Landowner Liability Protections. Other specific management decisions and business risk tolerance level were not disclosed to the environmental professional.

4.8 Other

No other information relating to the target property was provided by the *User*.

5 Records Review

5.1 Standard Environmental Record Sources

Biome Consulting Group contracted Environmental Data Research (EDR) to search federal and state databases for the site and nearby properties. The standard environmental record sources searched by EDR and the approximate minimum search distances are referenced in the report which is included in **Appendix 10.5b**.

5.2 Additional Environmental Record Sources

In addition to the standard environmental records sources, EDR produced tables of findings on proximal records (those outside the specified radii) and non-address records. These were reviewed during this assessment. The Florida Department of Environmental Protection maintains a digital database (map direct + Oculus) which was accessed for supplementary records on specific vicinity sites. Records relating to the vicinity findings obtained from Oculus are included in **Appendix 10.5a**.

5.3 Physical Setting Source

Review of Topographic Maps- The 1994 U.S. Geologic Survey (USGS) 7.5-minute topographic map for the Destin, Florida quadrangle was reviewed to provide information about the topography of the site. That map is reproduced in **Appendix 10.4b**. The map depicts suburban development (red color) with sloping topography ranging in elevation from 10-feet in the northwest to 30-feet in the southeast.

Site Geology- Geotechnical reports and information pertaining to on-site geologic conditions was not provided by the *User* for review by Biome Consulting Group during the performance of this Phase I ESA. According to the NRCS's Web Soil Survey the soil on the site is comprised of sandy soils (Kureb). The soil map is reproduced in **Appendix 10.4c**.

Groundwater Quality and Occurrence- From the 1994 USGS topographic map, the groundwater in the area of the property appears to flow in the south-southwesterly direction towards Choctawhatchee Bay. Data from groundwater monitoring wells located at the Fillups Station at Zerbe and US 98 show groundwater flow in the southerly direction (away from the target property) at that location. Similar maps for the next-nearest potential contamination source, Destin Water User's Well #5 also show groundwater moving away from the target property (**Appendix 10.5a**). The direction of groundwater flow may change depending upon seasonal fluctuations and other hydrogeological factors. Because of the site's close proximity to tidal waters and sloping topography, groundwater elevation likely ranges from less than 5-feet BLS to more than 20-feet BLS on the site.

5.4 Historical Use Information on the Property

Historic Maps- A variety of images of the site were reviewed to obtain information on the historic use of the target property including: A 2013 soil map; the USGS topographic maps from 1970 and 1994; and aerial photographs from 1955; 1969, 1973, 1985, 1995, 1997, and 2016. Reproductions of these maps are included in **Appendix 10.4e**.

Observations of the target property from these images are as follows:

- 1955 – Undeveloped, densely vegetated,
- 1969 – Driveway evident, house obscured by vegetation
- 1973 – House and mobile homes evident
- 1985 – House and mobile homes evident
- 1995 – House and mobile homes evident
- 1997– House and mobile homes evident
- 2007– House and mobile homes evident
- 2016 –Site as observed during site inspection. Drive and house evident, mobile homes removed.

Historic City Directories- A limited number (1961-1989) of historic city directories for Fort Walton Beach (including Destin) are maintained at the regional library in Valparaiso. These were reviewed for listings along Sibert Avenue and Sthelman Avenue. With the exception of municipal offices on Sthelman (sheriff and community center), all listings for addresses associated with the target and adjoining properties included only residential listings.

5.5 Historical Use Information on the Adjoining Properties

Historic maps-

- 1955 –Houses to the south and northeast,
- 1969 – Houses along Sibert. Commercial building in the location of McGuire's
- 1973 – More vicinity residential construction. Clearing of lots along Stahlman
- 1985 – Commercial building at the present location of the sheriff office
- 1995 – Destin Community Center evident
- 1997– House and mobile homes evident
- 2007– Cemetery evident, parking lot on southwest adjacent lot
- 2016 – Parking lot on northeast adjacent lot

Review of historic documents provided a relatively clear record of the historic uses of the site and vicinity which appear to be few and limited to residential uses. No historic industrial or other uses typically associated with REC's was identified on the target or adjoining properties.

6 Site Reconnaissance

6.1 Methodology and Limiting Conditions

The site was inspected on November 8, 2018. Photos of the site included in **Appendix 10.3** were taken on that day. The site was covered with dense vegetation and the house was boarded up. Despite vegetation density, use patterns were apparent and the locations of the former mobile homes were evident. On November 9, an owner's representative pried a board from one entrance to the home allowing a limited view inside.

6.2 General Site Setting

A site sketch (**Appendix 10.2**) comprised of an annotated 2016 aerial photograph details the features of the site. The driveway accesses the lot from Sibert Avenue to the northwest. The house is located in the southeastern portion of the property. A re-purposed box trailer behind the house appears to have functioned as a storage building. A residential propane tank is located along the southeast wall of the house.

6.3 Exterior Observations

The house is concrete block construction. All windows and doors have been boarded shut. The roof has collapsed in locations. Electric service extends to the house from the northwest. No vents, pipes, ports, or other evidence of petroleum storage was observed other than a disused residential propane cylinder in the rear of the house is presumed to be the heating source (e.g. no heating oil, a petroleum product typically associated with residential uses).

6.4 Interior Observations

The interior of the boarded-up structure was not accessible. Removal of boards over one entrance revealed the house was filled with trash (residential debris including plastic, paper, wood, glass, etc.

7 Interviews

7.1 Interview with Owner

John Englestad is the son of the elder Wilbur who is the owner. John was interviewed by phone on 11/9/2018. Mr. Englestad was helpful and provided a useful historical summary of the use of the site. The following synthesizes the information obtained from the owner interview:

The site was first developed as a residence in the 1960's in which his father resided. Four mobile homes were sited on the property. The mobile homes were removed from the property in the 2010's. The site was serviced by propane and an on-site septic tank. Recently vagrants were occupying the property resulting in deposition of much debris. The house was filled with the debris and boarded up (until it can be demolished). This action was intended to barricade the structure, preventing further illicit use. The owner was unaware of any REC's associated with the property.

7.2 Interview with Site Manager

The vacant property has no site manager.

7.3 Interview with Occupants

The vacant property has no occupants.

7.4 Interview with Local Government Officials

Detailed environmental regulatory records are maintained on an online database called Oculus. The public availability of these records precluded the need to coordinate with government officials (in the absence of such resources, regulatory information is typically obtained via interviews).

The Destin Water User's (Jessica) was contacted to verify utility services. Jessica verified that sewer is available at the property and there is an old account associated with the address.

7.5 Interview with Others

No others were interviewed during the conduct of this investigation.

8 Evaluation

8.1 Findings

By definition, findings are known or suspect recognized environmental conditions, controlled recognized environmental conditions, historical recognized environmental conditions, and *de Minimis* conditions. In this section we present observations from the vicinity, adjacent properties and the target site that merit discussion and may be classified into one of the above categories:

Vicinity:

- Petroleum tanks with documented releases located on properties to the north (Destin Water Users Tank #5) and south (Chevron @ Zerbe and US98)

Adjacent:

- None

Site:

- None

8.2 Opinion

The environmental professional who has conducted the site visit and reviewed the results of the data collection effort offers the following opinions:

This section is where I provide a technical analysis of the findings identified during the investigation (findings being features that, upon further inspection, may show evidence of a recognized environmental condition).

Underground fuel Storage Tanks (UST) represent a material threat for discharge of their contents into the ground because they are located in the ground. Buried, their condition cannot be visually inspected and thus, an observer can make no determination that a release has not occurred. Further, tanks in the ground are subject to corrosion and are notorious for leaking. In recent years, the design of tanks has included features that inhibit erosion, prevent leakage, and provide a means of monitoring leakage. These features mitigate the probability of discharge. However, the presence of an older tank is very frequently associated with a discharge and is frequently identified as a Recognized Environmental Condition by environmental professionals. If a UST leaks, soil contamination will certainly result. Whether or not groundwater contamination results and the aerial extent of such contamination depends on large number of factors including:

- Soil type and condition

- Elevation of the tank above the water table
- Topography and hydrogeology
- The volume of contents released
- The chemical and physical properties of the substance released

When evaluating vicinity findings that include UST's the environmental professional's general knowledge of these factors and his professional experience aid in the determination of probability that such findings actually affect a specific property.

For example, volatile contents in coarse soil with high water table can affect properties great distances away. More labile contents (e.g. gas or diesel) in finer soil with lower water table may have a contamination plume that migrates only a few feet from the source.

Two notable vicinity UST are located to the north (Destin Water Users well number 5) and South (Chevron). Detailed information relating to those facilities was reviewed which included potentiometric groundwater flow maps (see **Appendix 10.5a**) which document, in both cases, that groundwater flow is away from the target property. Any potential contamination migration from those facilities would be unlikely to impact the target property. All other vicinity findings were similarly found to be hydrologically downgradient from the target property and sufficiently remote from the site, based upon the parameters mentioned above, to negatively impact the target property. No findings from vicinity properties were found to represent recognized environmental conditions for the target property.

The site itself was undeveloped until 1961 when the extant single-family residence was constructed. In addition to the house, four mobile homes also occupied the site for most of the past 50-years. No use of the property other than residential was identified with the target property. No residential uses (e.g. fuel oil storage or illicit hazardous substance disposal) suggestive of recognized environmental conditions was identified during this investigation.

8.3 Data Gaps

A lack of or inability of the environmental professional to obtain information despite good faith efforts constitute data gaps. The following are deemed to be data gaps relating to this assessment:

None.

8.4 Conclusion

Biome Consulting Group has performed a Phase I Environmental Site Assessment in general conformance with the scope and limitations of ASTM Practice E-1527-13 of the 108 Sibert Site identified as Parcel Number 00-2S-22-0310-000D-3780 by the Okaloosa County Property

Appraiser. Any exceptions to, or deviations from, this practice are described in Section 2.4 of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property.

8.5 Limiting Conditions, Deletions, and Deviations

Conditions limiting our ability to assess the target property are described in **Section 6.1**. No client imposed constraints, other than a desire for expediency, limited this assessment. Specific perceived deviations from the ASTM 1327-13 are listed in **Section 2.4**. In addition, we note a general deviation from the interview requirements of the standard. The abundance of regulatory records and data available on agency websites, in many instances, eliminates the need to interview certain officials. In our extensive experience, interviews with agency officials yielded no pertinent information other than direction to online resources. Therefore, agency interviews are generally limited to specific inquiry about findings generated from review of on-line resources. In the absence of such findings, interviews with regulatory officials are not conducted.

The nomenclature of this report follows the recommended table of contents and report format in X4 of E1527-13 with the exception of the addition of “**Section 3**” which inserts a description of the property in a location that seems logical to us. Accordingly, our report has 10 sections versus the 9 recommended in the standard.

8.6 References

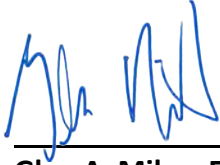
Materials utilized in the conduct of this assessment were obtained from the following sources:

- Environmental Data Research –ASTM Environmental Database Search Product
- The Florida Department of Environmental Protection Oculus Database- Environmental Regulatory Records
- The Okaloosa County Property Appraiser- Tax Records
- The United States Department of Agriculture Web Soil Survey-Soil Map
- The United States Geological Service-Topo Maps
- The Florida Department of Transportation- Aerial photographs
- The University of Florida- Aerial Photographs.

8.7 Signature of Environmental Professional

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental professional as defined in §312.10 of 40 CFR §312 and I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the target property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

I have conducted and / or reviewed this assessment and support the data and conclusions contained therein.



Glen A. Miley, Founding Partner
Biome Consulting Group

November 13, 2018
Date

8.8 Qualifications of Environmental Professional

This Environmental Site Assessment Report has been prepared and or reviewed by Glen A. Miley. Mr. Miley's qualifications meet or exceed the definition of Environmental Professional in X2 of ASTM E 1527-13 pursuant to 40 CFR §312.10.

Glen A. Miley is a founding partner of the firm Biome Consulting Group, a regionally well-known environmental consulting company. As a founding executive of the firm, his position requires the highest level of responsibility and client accountability in the performance of a numerous ecological and environmental regulatory-compliance consulting services. The scope of these services includes a variety of applied ecological studies, environmental site assessments, land use planning consulting, and environmental permitting. Prior to founding Biome Consulting Group, Mr. Miley served as Founder and Principal Consultant at Edmisten & Associates. In that position, Mr. Miley performed a substantial number of environmental studies including Environmental Site Assessments over a period of seventeen years. He has more than twenty years' experience in the conduct of Phase I Environmental Site Assessments.

Mr. Miley has been conferred the Bachelor of Science degree by the University of Alabama and the Master of Science degree by the University of South Alabama. Additionally, he has received classroom training from the ASTM on the standards for "Environmental Site Assessments for Commercial Real Estate" and field training in the conduct of Environmental Site Assessments from several Professional Geologists and Professional Engineers. Mr. Miley's *Curriculum Vitae*, which details all aspects of his training and experience is included in **Appendix 10.8** to this report.

9 Additional Non-Scope Services

The conduct of this assessment was guided by ASTM standard E1527-13 and was intended to be limited to the scope of that practice. This report is limited to the scope identified in **Section 2.2**. No non-scope services (including recommendations) were addressed in this report.

10 Appendices

The data appended to and referenced in this report were essential to the opinions expressed and the conclusion reached:

10.1 Vicinity Map

10.2 Site Plan

10.3 Site Photographs

10.4 Historical Research Documentation

10.4a Tax Card

10.4b Topographic Map(s)

10.4c Soil Map

10.4d Title Records (if provided)

10.4e Historic Aerial Photographs and Other Maps

10.5 Regulatory Records Documentation

10.5a Site Specific Documents (if any)

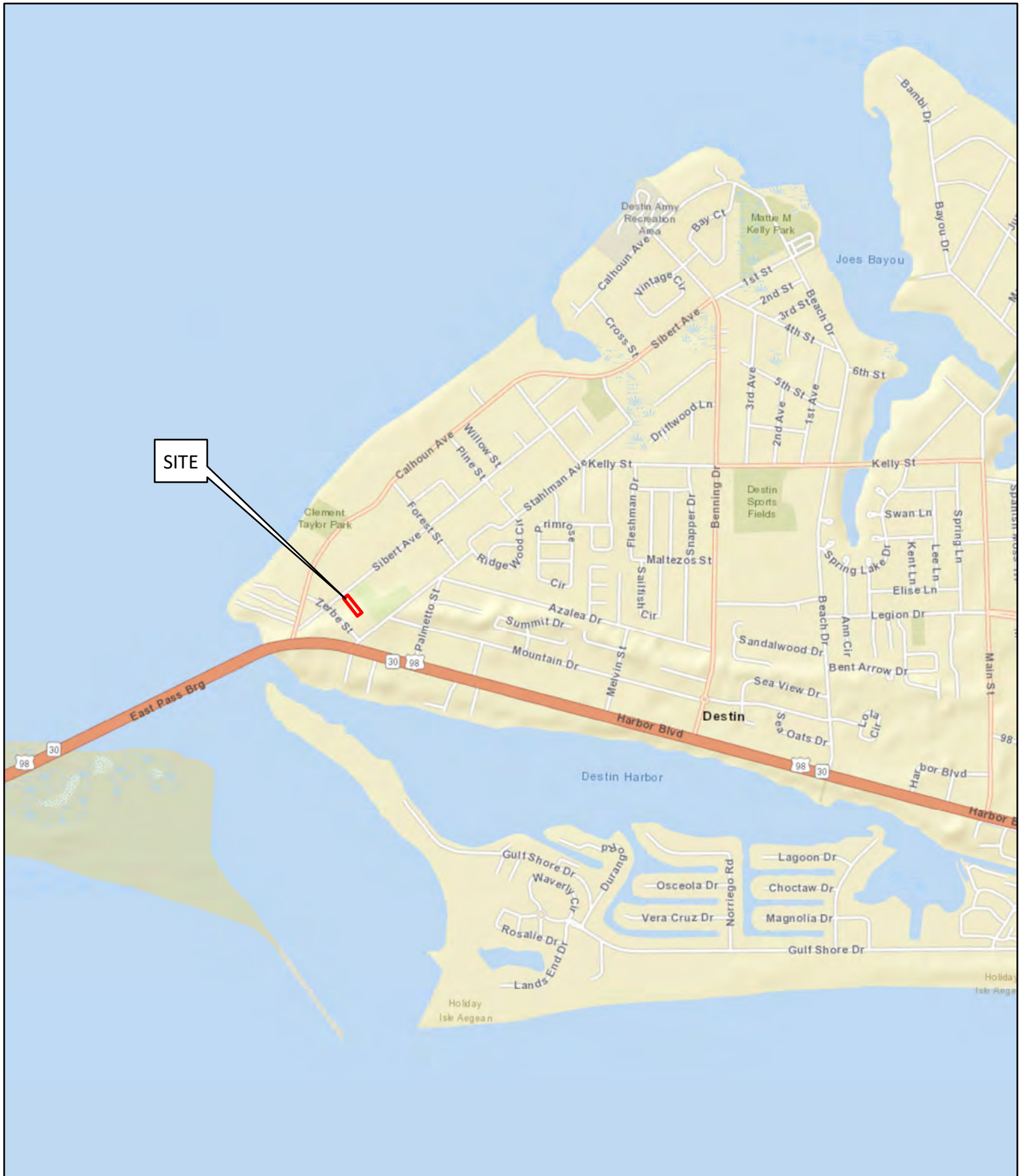
10.5b Third-Party Database Product

10.6 Interview Documentation

10.7 Special Contractual Conditions (if any)

10.8 Qualifications of the Environmental Professional

10.1 Vicinity Map



APPENDIX 10.1 - VICINITY MAP
OKALOOSA COUNTY
SIBERT AVE
00-2S-22-0310-000D-3780
CITY OF DESTIN

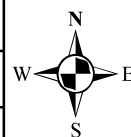
LEGEND

INSPECTION BOUNDARY

11/8/2018

AUTHOR: SFH

THIS IS NOT A SURVEY



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10.2 Site Plan

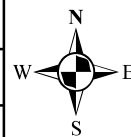


APPENDIX 10.4E
2016 AERIAL IMAGERY
SIBERT AVE
00-2S-22-0310-000D-3780
CITY OF DESTIN

LEGEND
 INSPECTION BOUNDARY
 STANDING STRUCTURES
 FORMER STRUCTURES

11/12/2018
 AUTHOR: GAM
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10.3 Site Photographs



Photo 1 View of property from the west



Photo 2 View of north adjacent parking lot



Photo 3 View of east adjacent municipal building



Photo 4 View of south adjacent parking lot



Photo 5 View of west adjacent undeveloped / residential land



Photo 6 View of west adjacent Coastal Cottages



Photo 7 Looking east along southern boundary from near southwest property corner



Photo 8 Looking north along western boundary from near southwest property corner



Photo 9 Looking south along western boundary from near northwest property corner



Photo 10 Looking east along northern boundary from near northwest property corner



Photo 11 Looking west along northern boundary from near northeast property corner



Photo 12 Looking south along eastern boundary from near northeast property corner



Photo 13 Looking north along eastern boundary from near southeast property corner



Photo 14 Looking west along southern boundary from near southeast property corner



Photo 15 View of residential structure, north elevation



Photo 16 View of residential structure, east elevation with view of natural gas cylinder along wall



Photo 17 View of residential structure, south elevation



Photo 18 View of residential structure from the west (front)



Photo 19 View of storage structure (converted box trailer) from the west



Photo 20 Looking west through the center of the property from the residential structure



Photo 21 View of interior of structure showing much residential debris

10.4 Historical Research Documentation

10.4a Tax Card



Okaloosa County Appraiser

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

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



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

Date printed: 11/07/18 : 14:55:17



qqq

Sales In Area	Previous Parcel	Next Parcel	Field Definitions	Return to Main Search	Okaloosa Home
Owner and Parcel Information					
Owner Name	ENGLESTAD WILBUR J		Today's Date	November 8, 2018	
Mailing Address	608 FIR AVE		Parcel Number	00-2S-22-0310-000D-3780	
	NICEVILLE, FL 32578		Tax District	DESTIN (District 10)	
Location Address	108 SIBERT AVE C DESTIN		2018 Millage Rates	12.8406	
Property Usage	SINGLE FAM (000100)		Acreage	0	
Section Township Range	00-2S-22		Homestead	N	
Business Name					

[Show Parcel Maps](#)

Value Information			Legal Information
	2017 Certified Values	2018 Certified Values	CALHOUN S/D DESTIN LOT 378 BLK D The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.
Building Value	\$1,324	\$1,385	
Extra Feature Value	\$0	\$0	
Land Value	\$86,784	\$92,859	
Land Agricultural Value	\$0	\$0	
Agricultural (Market) Value	\$0	\$0	
Just (Market) Value*	\$88,108	\$94,244	
Assessed Value	\$88,108	\$94,244	
Exempt Value	\$0	\$0	
Taxable Value	\$88,108	\$94,244	
"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.			
Tax Information			

Building Information						
Type	Total Area	Heated Area	Exterior Wall	Roof Cover	Interior Wall	Flooring
SINGLE FAM	1,120	712	CONC BLOCK	BUILT-UP	MINIMUM	NONE
Heating Type	A/C Type	Baths	Bedrooms	Stories	Actual Year Built	Effective Year Built
FORCED AIR	NONE	1	2	0	1961	1961
Show Building Sketch						

Extra Features Data				
Description	Number of Items	Unit Length x Width x Height	Units	Effective Year Built
No records associated with this parcel.				

Land Information				
LAND USE	NUMBER OF UNITS	UNIT TYPE	Frontage	Depth
TRLR PARK	75	FF	75	225

Sale Information									
Multi-Parcel Sale	Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
No	08-12-1991	\$ 100	Quit Claim Deed	2975	3902	Unqualified	Improved	ENGLESTAD BETTY J	ENGLESTAD WILBUR J
No	12-22-1988	\$ 100	Quit Claim Deed	2975	3901	Unqualified	Improved	ENGLESTAD ROBERT J	ENGLESTAD WILBUR J & BETTY J
No	03-01-1988	\$ 64,200	Warranty Deed	1442	1474	Qualified	Improved		ENGLESTAD W J & B J & R J
No	07-01-1983	\$ 75,000	Warranty Deed	1201	417	Unqualified	Improved		
No	06-01-	\$ 100	Quit Claim	1120	814	Unqualified	Improved		

	1981		Deed						
No	01-01-1981	\$ 65,000	Warranty Deed	1109	1507	Unqualified	Improved		
No	05-01-1978	\$ 32,500	Warranty Deed	976	281	Qualified	Improved		

[Sales In Area](#)[Previous Parcel](#)[Next Parcel](#)[Field Definitions](#)[Return to Main Search](#)[Okaloosa Home](#)

The Okaloosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Senior Exemption Does Not Apply to All Taxing Authorities. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. It does not represent anticipated selling price. Working values are subject to change. Website Updated: November 5, 2018

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10.4b Topographic Map



APPENDIX 10.4B
USGS TOPOGRAPHIC MAP
SIBERT AVE
00-2S-22-0310-000D-3780
CITY OF DESTIN

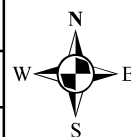
LEGEND

INSPECTION BOUNDARY

11/8/2018

AUTHOR: SFH

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10.4c Soil Map



APPENDIX 10.4C
NRCS SOILS MAP
SIBERT AVE
00-2S-22-0310-000D-3780
CITY OF DESTIN

LEGEND

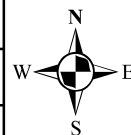
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10.4d Title Records

10.4e Historic Aerial Photographs and other Maps



APPENDIX 10.4E
1955 AERIAL IMAGERY
SIBERT AVE
00-2S-22-0310-000D-3780
CITY OF DESTIN

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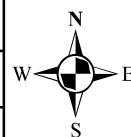


APPENDIX 10.4E
1969 AERIAL IMAGERY
SIBERT AVE
00-2S-22-0310-000D-3780
CITY OF DESTIN

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APPENDIX 10.4E
1973 AERIAL IMAGERY
SIBERT AVE
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CITY OF DESTIN

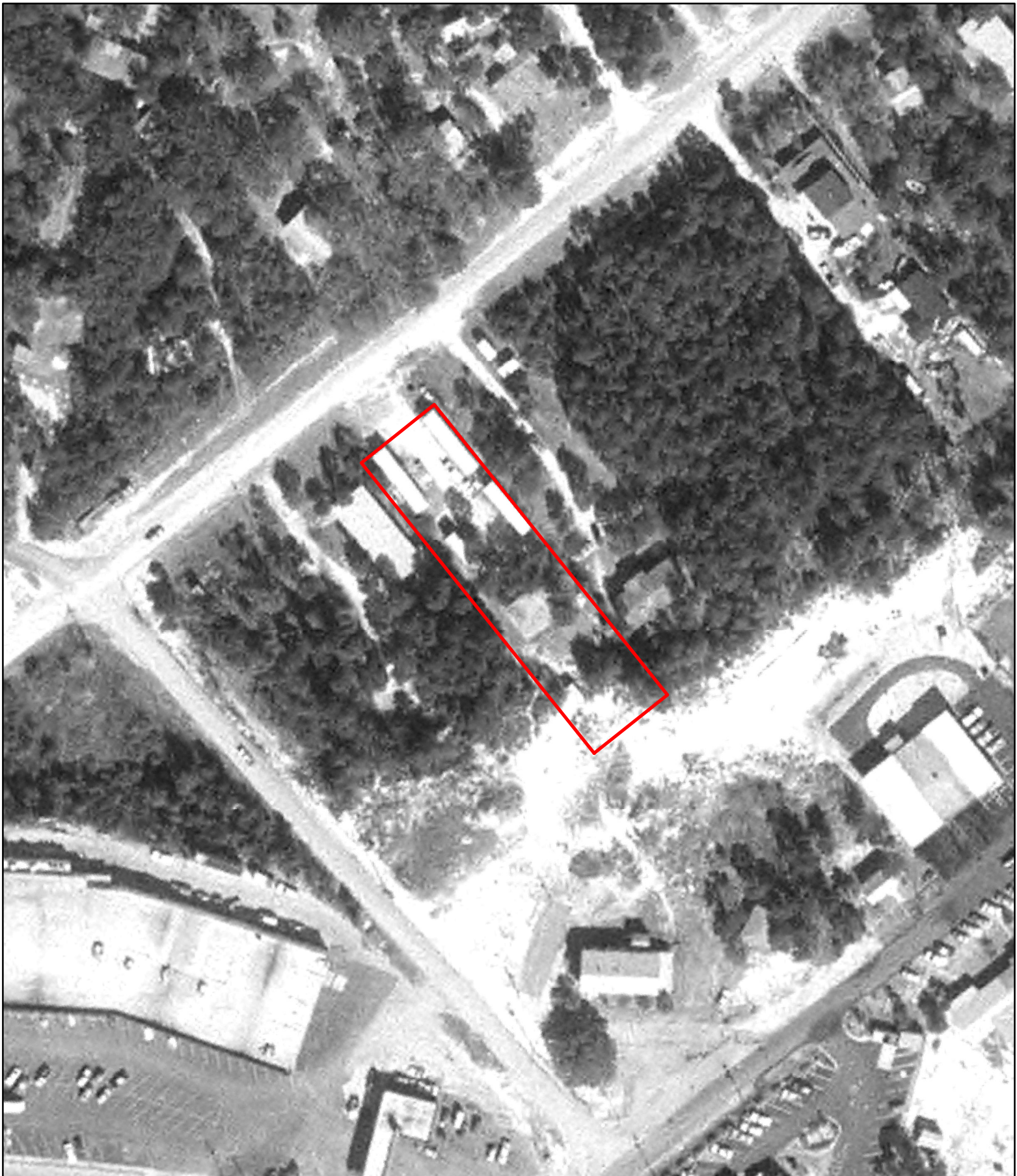
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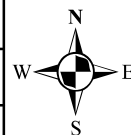
APPENDIX 10.4E
1985 AERIAL IMAGERY
SIBERT AVE
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CITY OF DESTIN

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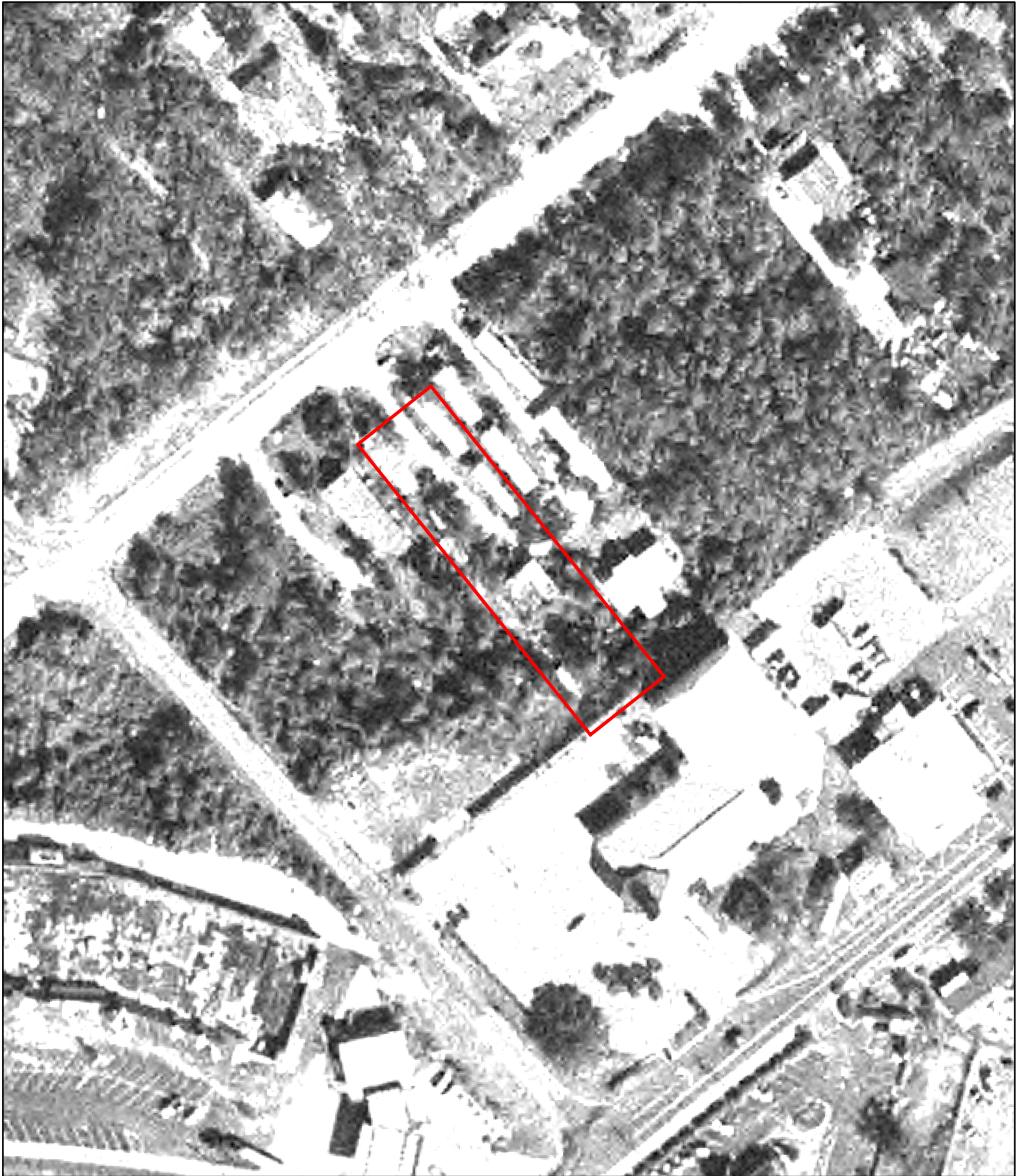
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APPENDIX 10.4E
1995 AERIAL IMAGERY
SIBERT AVE
00-2S-22-0310-000D-3780
CITY OF DESTIN

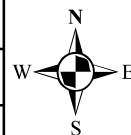
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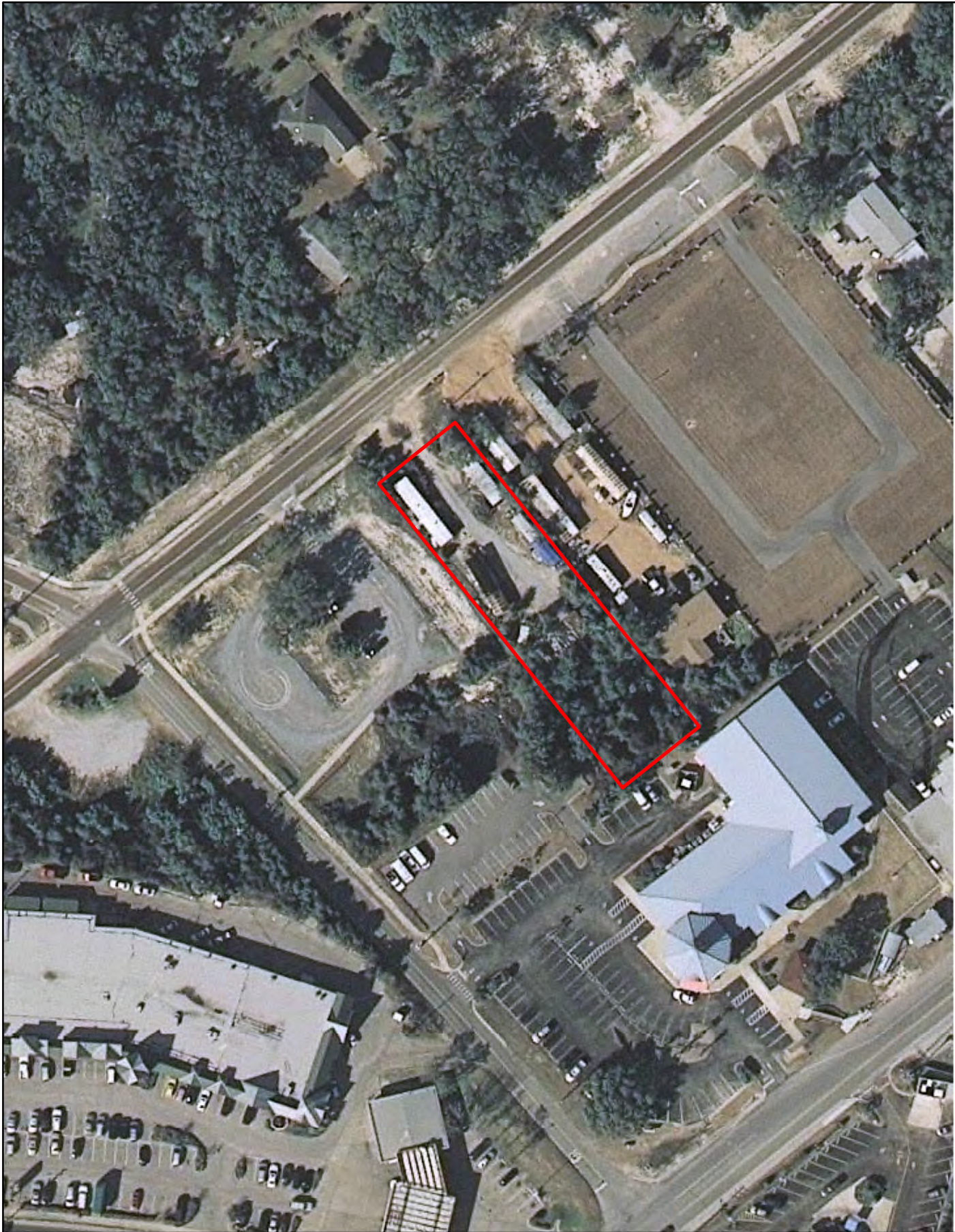
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APPENDIX 10.4E
2007 AERIAL IMAGERY
SIBERT AVE
00-2S-22-0310-000D-3780
CITY OF DESTIN

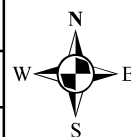
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11/8/2018

AUTHOR: SFH

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APPENDIX 10.4E
2016 AERIAL IMAGERY
SIBERT AVE
00-2S-22-0310-000D-3780
CITY OF DESTIN

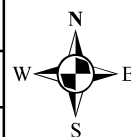
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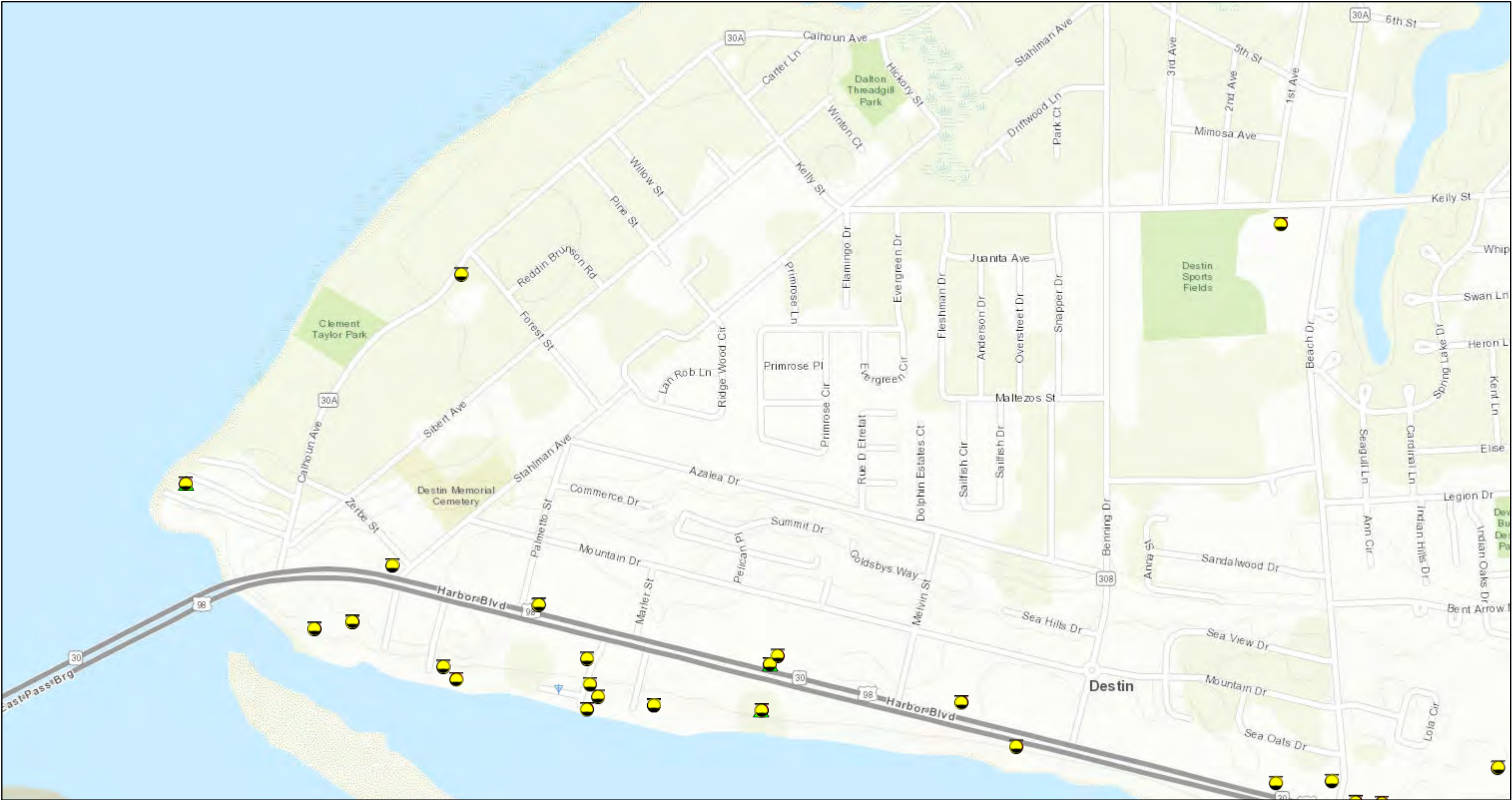
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10.5 Regulatory Records Documentation

10.5a Site Specific Documents

10.5A ENVIRONMENTAL RECORDS REFERENCE MAP



November 8, 2018

1:9,028

- Storage Tank Contamination Monitoring (STCM)

Petroleum Contamination Monitoring (PCTS) Discharges from STCM

ELIGIBLE DISCHARGES OPEN

INELIGIBLE DISCHARGES OPEN

ELIGIBLE DISCHARGES COMPLETED

INELIGIBLE DISCHARGES COMPETED
- DEP Cleanup Sites

BROWNFIELD SITES

PETROLEUM

SUPERFUND

OTHER WASTE CLEANUP

Subsidence Incident Reports
- Ground Water Contamination Areas

DEP Cleanup Sites

BROWNFIELD SITES

PETROLEUM

SUPERFUND

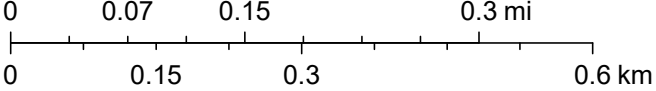
OTHER WASTE CLEANUP
- Registered Tanks from STCM

Site Investigation Section Sites

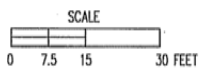
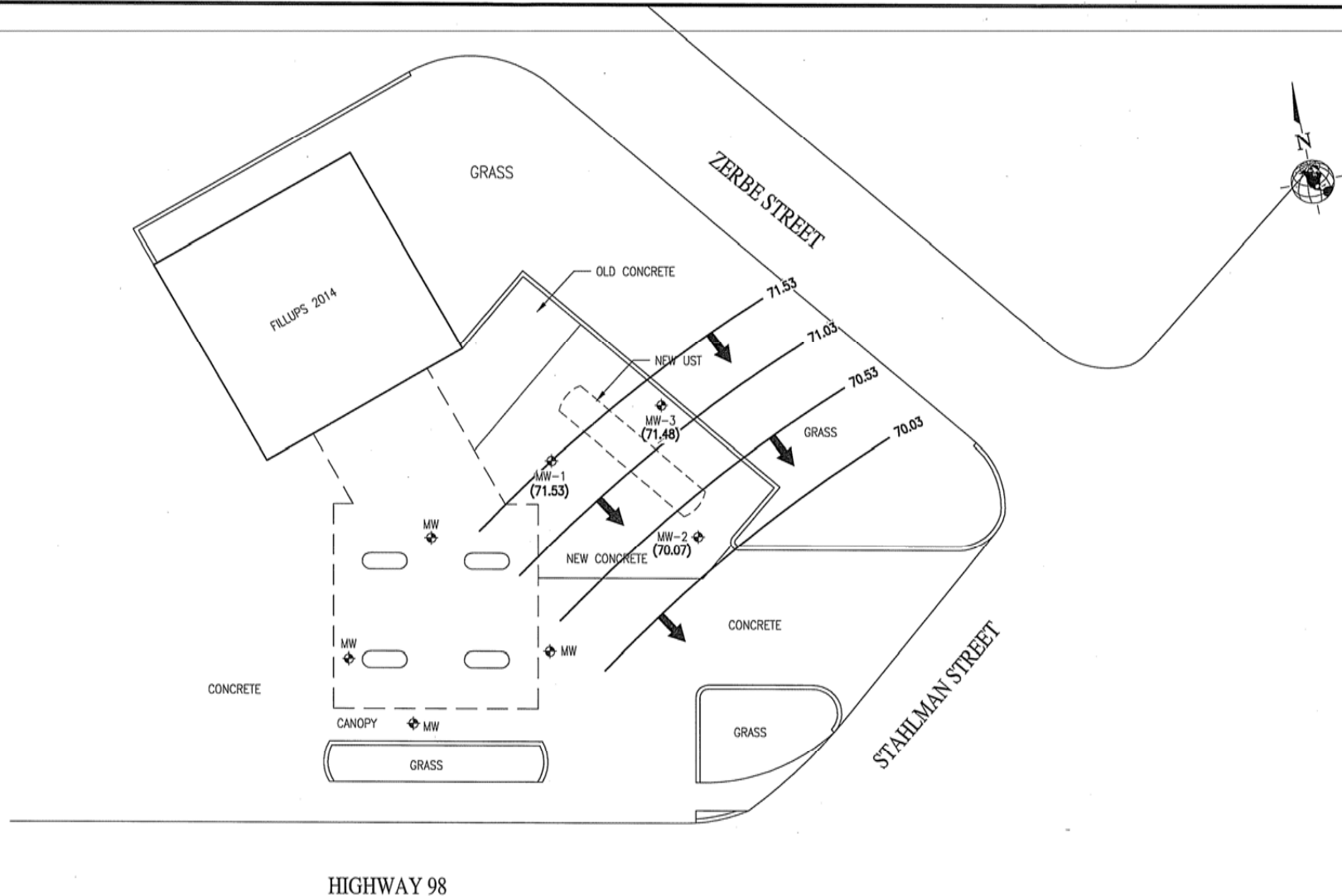
Waste Cleanup CLOSED Responsible Party Sites

Waste Cleanup INACTIVE Responsible Party Sites

Waste Cleanup OPEN Responsible Party Sites



FDEP, DWM, FDEP,DWM, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community, FDEP,FGS, WRM



LEGEND

- ◆ MONITORING WELL LOCATION
- (71.48) GROUNDWATER ELEVATION
- 71.03 POTENTIOMETRIC CONTOUR (INTERVAL: 0.50 FT)
- ➔ APPARENT GROUNDWATER FLOW

FILLUPS 2014
153 HIGHWAY 98 EAST
DESTIN, FLORIDA OKALOOSA COUNTY
FDEP FAC. ID NO.: 46 8512254

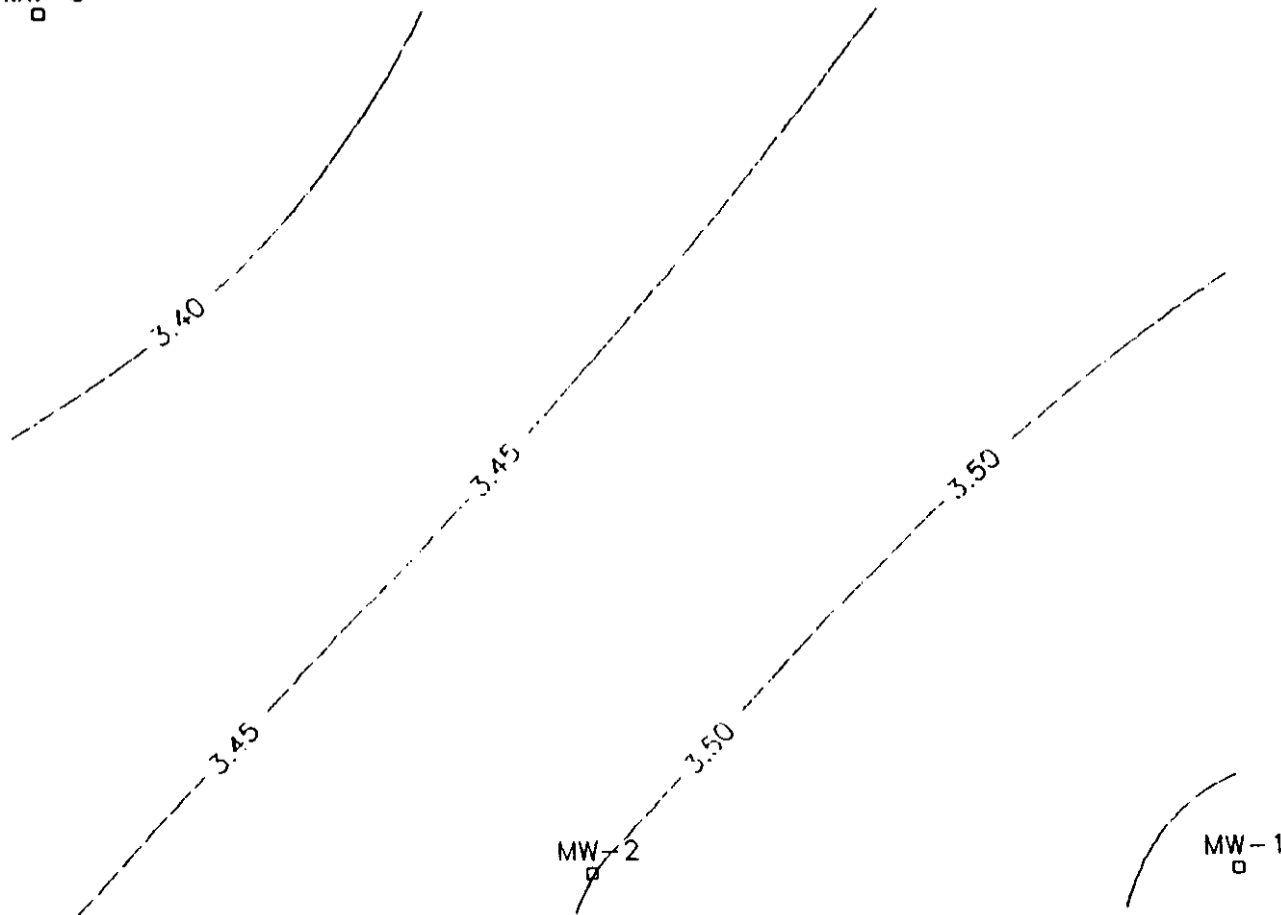
GROUNDWATER FLOW MAP
(NOVEMBER 8, 2010)

FIGURE
4
PROJECT
25763

FIGURE II

DESTIN WATER USERS WELL # 5

MW-3
□

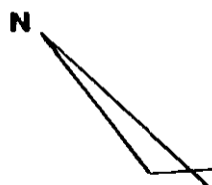


POTENTIOMETRIC MAP

CONTOUR REPRESENT GROUNDWATER TABLE ELEVATION

ON 9-3-92

CONTOUR INTERVAL = 0.05 FEET



SCALE 1" = 10'

10.5b Third-Party Database Product

108 Sibert Avenue

108 Sibert Ave

Destin, FL 32541

Inquiry Number: 5479228.2s

November 08, 2018

FirstSearch Report



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

Search Summary Report

**TARGET SITE 108 SIBERT AVE
DESTIN, FL 32541**

Category	Sel	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
<i>NPL</i>	Y	0	0	0	0	0	0	0
<i>NPL Delisted</i>	Y	0	0	0	0	0	0	0
<i>CERCLIS</i>	Y	0	0	0	0	-	0	0
<i>NFRAP</i>	Y	0	0	0	0	-	0	0
<i>RCRA COR ACT</i>	Y	0	0	0	0	0	0	0
<i>RCRA TSD</i>	Y	0	0	0	0	-	0	0
<i>RCRA GEN</i>	Y	0	0	1	-	-	0	1
<i>Federal IC / EC</i>	Y	0	0	0	0	-	0	0
<i>ERNS</i>	Y	0	-	-	-	-	0	0
<i>State/Tribal CERCLIS</i>	Y	0	0	0	0	0	0	0
<i>State/Tribal SWL</i>	Y	0	0	0	2	-	0	2
<i>State/Tribal LTANKS</i>	Y	0	1	4	7	-	0	12
<i>State/Tribal Tanks</i>	Y	0	1	9	-	-	0	10
<i>State/Tribal IC / EC</i>	Y	0	0	0	0	-	0	0
<i>State/Tribal VCP</i>	Y	0	0	0	0	-	0	0
<i>ST/Tribal Brownfields</i>	Y	0	0	0	0	-	0	0
<i>US Brownfields</i>	Y	0	0	0	0	-	0	0
<i>Other Haz Sites</i>	Y	0	0	0	-	-	0	0
<i>Spills</i>	Y	0	-	-	-	-	0	0
<i>Other</i>	Y	0	0	1	-	-	0	1
- Totals --		0	2	15	9	0	0	26

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Search Summary Report

**TARGET SITE: 108 SIBERT AVE
DESTIN, FL 32541**

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
NPL	NPL	07/17/2018	1.000	0	0	0	0	0	0	0
	Proposed NPL	07/17/2018	1.000	0	0	0	0	0	0	0
NPL Delisted	Delisted NPL	07/17/2018	1.000	0	0	0	0	0	0	0
CERCLIS	SEMS	07/17/2018	0.500	0	0	0	0	-	0	0
NFRAP	SEMS-ARCHIVE	07/17/2018	0.500	0	0	0	0	-	0	0
RCRA COR ACT	CORRACTS	03/01/2018	1.000	0	0	0	0	0	0	0
RCRA TSD	RCRA-TSDF	03/01/2018	0.500	0	0	0	0	-	0	0
RCRA GEN	RCRA-LQG	03/01/2018	0.250	0	0	0	-	-	0	0
	RCRA-SQG	03/01/2018	0.250	0	0	0	-	-	0	0
	RCRA-CESQG	03/01/2018	0.250	0	0	1	-	-	0	1
Federal IC / EC	US ENG CONTROLS	07/31/2018	0.500	0	0	0	0	-	0	0
	US INST CONTROL	07/31/2018	0.500	0	0	0	0	-	0	0
ERNS	ERNS	06/18/2018	TP	0	-	-	-	-	0	0
State/Tribal CERCLIS	SHWS	02/01/2018	1.000	0	0	0	0	0	0	0
State/Tribal SWL	SWF/LF	07/16/2018	0.500	0	0	0	2	-	0	2
State/Tribal LTANKS	LUST	07/02/2018	0.500	0	1	4	7	-	0	12
	LAST	07/25/2018	0.500	0	0	0	0	-	0	0
	INDIAN LUST	04/13/2018	0.500	0	0	0	0	-	0	0
State/Tribal Tanks	UST	07/01/2018	0.250	0	1	7	-	-	0	8
	AST	07/01/2018	0.250	0	0	2	-	-	0	2
	INDIAN UST	04/13/2018	0.250	0	0	0	-	-	0	0
State/Tribal IC / EC	ENG CONTROLS	10/01/2018	0.500	0	0	0	0	-	0	0
	INST CONTROL	10/01/2018	0.500	0	0	0	0	-	0	0
State/Tribal VCP	VCP	08/29/2018	0.500	0	0	0	0	-	0	0
ST/Tribal Brownfields	BROWNFIELDS	04/06/2018	0.500	0	0	0	0	-	0	0

Search Summary Report

**TARGET SITE: 108 SIBERT AVE
DESTIN, FL 32541**

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
US Brownfields	US BROWNFIELDS	06/18/2018	0.500	0	0	0	0	-	0	0
Other Haz Sites	PRIORITYCLEANERS	07/10/2018	0.250	0	0	0	-	-	0	0
	FI Sites	12/31/1989	1.000	0	0	0	0	0	0	0
	US CDL	05/18/2018	TP	0	-	-	-	-	0	0
Spills	HMIRS	03/26/2018	TP	0	-	-	-	-	0	0
	SPILLS	10/16/2018	TP	0	-	-	-	-	0	0
	SPILLS 90	12/10/2012	TP	0	-	-	-	-	0	0
	SPILLS 80	09/01/2001	TP	0	-	-	-	-	0	0
Other	RCRA NonGen / NLR	03/01/2018	0.250	0	0	1	-	-	0	1
	TSCA	12/31/2016	TP	0	-	-	-	-	0	0
	TRIS	12/31/2016	TP	0	-	-	-	-	0	0
	SSTS	12/31/2009	TP	0	-	-	-	-	0	0
	RAATS	04/17/1995	TP	0	-	-	-	-	0	0
	PRP	10/25/2013	TP	0	-	-	-	-	0	0
	PADS	06/01/2017	TP	0	-	-	-	-	0	0
	ICIS	11/18/2016	TP	0	-	-	-	-	0	0
	FTTS	04/09/2009	TP	0	-	-	-	-	0	0
	MLTS	08/30/2016	TP	0	-	-	-	-	0	0
	RADINFO	07/02/2018	TP	0	-	-	-	-	0	0
	INDIAN RESERV	12/31/2014	1.000	0	0	0	0	0	0	0
	US AIRS	10/12/2016	TP	0	-	-	-	-	0	0
	FINDS	08/07/2018	TP	0	-	-	-	-	0	0
	DRYCLEANERS	10/16/2018	0.250	0	0	0	-	-	0	0
	FL Cattle Dip. Vats	01/19/2017	0.250	0	0	0	-	-	0	0
	- Totals --			0	2	15	9	0	0	26

Site Information Report

Request Date: NOVEMBER 8, 2018
Request Name: GLEN MILEY

Search Type: COORD
Job Number: NA

Target Site: 108 SIBERT AVE
DESTIN, FL 32541

Site Location

	<u>Degrees (Decimal)</u>	<u>Degrees (Min/Sec)</u>	<u>UTMs</u>
Longitude:	86.510469	86.5104690 - 86° 30' 37.68"	Easting: 547026.4
Latitude:	30.396893	30.3968930 - 30° 23' 48.81"	Northing: 3362685.8
Elevation:	14 ft. above sea level		Zone: Zone 16

Demographics

Sites: 26 **Non-Geocoded:** 0 **Population:** N/A

RADON

Federal EPA Radon Zone for OKALOOSA County: 3

Note: Zone 1 indoor average level > 4 pCi/L.
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.
: Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for OKALOOSA COUNTY, FL

Number of sites tested: 21

<u>Area</u>	<u>Average Activity</u>	<u>% <4 pCi/L</u>	<u>% 4-20 pCi/L</u>	<u>% >20 pCi/L</u>
Living Area	0.570 pCi/L	100%	0%	0%
Basement	Not Reported	Not Reported	Not Reported	Not Reported

State Database: FL Radon

Radon Test Results

<u>Zip</u>	<u>Total Buildings</u>	<u>% of sites>4pCi/L</u>	<u>Data Source</u>
—	—	—	—

Site Information Report

RADON

32541	19	0.0	Certified Residential Database
32541	11	9.1	Mandatory Non-Residential Database

Target Site Summary Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

TOTAL: 26

GEOCODED: 26

NON GEOCODED: 0

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
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No sites found for target address

Sites Summary Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

TOTAL: 26

GEOCODED: 26

NON GEOCODED: 0

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
1	UST --OPEN --8512254	CHEVRON FOOD MART-DESTIN	53 US HWY 98 E DESTIN, FL 32541	0.10 SSW	+ 18	1
1	LUST --OPEN --8512254 --NFA - NFA COMPLETE	CHEVRON FOOD MART-DESTIN	53 US HWY 98 E DESTIN, FL 32541	0.10 SSW	+ 18	5
2	RCRA NonGen / NLR DESTIN, CITY OF --FLD984188904		100 US HWY 98 E DESTIN, FL 32541	0.13 SSE	+ 9	10
3	RCRA-CESQG --FLD982126682	COASTLINE OF DESTIN INC	112 MOUNTAIN DR DESTIN, FL 32541	0.16 ESE	+ 12	12
A4	UST --CLOSED --9103480	AJ'S HIGH & DRY	116 E HWY 98 DESTIN, FL 32541	0.16 SSE	+ 5	15
A4	LUST --CLOSED --9103480 --SRCR - SRCR COMPLETE	AJ'S HIGH & DRY	116 E HWY 98 DESTIN, FL 32541	0.16 SSE	+ 5	16
A5	UST --OPEN --8735925	FUN N SUN FISHING SRVC INC	116 HWY 98 E DESTIN, FL 32541	0.16 SSE	+ 5	19
A6	UST --CLOSED --9811310	FDOT TANK AT FL PLACE & US 98	167/1 MIRACLE STRIP PKWY FORT WALTON BEACH, FL 32548	0.16 SE	+ 3	20
B7	UST --OPEN --9601206	HARBORWALK MARINE SERVICES	66 HWY 98 DESTIN, FL 32541	0.18 SW	+ 6	21
B8	AST --CLOSED --8735289 --CLOSED	DESTIN FISHERMANS CO-OP ASSN I	66 HWY 98 E DESTIN, FL 32541	0.18 SW	+ 6	25

Sites Summary Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

TOTAL: 26

GEOCODED: 26

NON GEOCODED: 0

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
B8	UST --CLOSED --8735289	DESTIN FISHERMANS CO-OP ASSN I	66 HWY 98 E DESTIN, FL 32541	0.18 SW	+ 6	26
B8	LUST --CLOSED --8735289 --NREQ - CLEANUP NOT REQUIRED	DESTIN FISHERMANS CO-OP ASSN I	66 HWY 98 E DESTIN, FL 32541	0.18 SW	+ 6	28
9	UST --CLOSED --8512322	MARINA POINT	24 HARBOR BLVD E DESTIN, FL 32541	0.19 SSW	+ 3	31
9	LUST --CLOSED --8512322 --SRCR - SRCR COMPLETE	MARINA POINT	24 HARBOR BLVD E DESTIN, FL 32541	0.19 SSW	+ 3	33
10	AST --OPEN --8512252 --OPEN	DESTIN MARINA	7 CALHOUN AVE DESTIN, FL 32541	0.23 West	+ 1	37
10	UST --OPEN --8512252	DESTIN MARINA	7 CALHOUN AVE DESTIN, FL 32541	0.23 West	+ 1	40
10	LUST --OPEN --8512252 --VCCR - VERIFIED CONTAMINATION, CLEANUP REQUIRED	DESTIN MARINA	7 CALHOUN AVE DESTIN, FL 32541	0.23 West	+ 1	41
11	LUST --OPEN --8512352 --NFA - NFA COMPLETE	TEXACO FOOD MART-DESTIN	201 HWY 98 E DESTIN, FL 32541	0.26 SE	+ 3	44
12	SWF/LF --99063 --INACTIVE (I)	THE WHARF RESTAURANT SATELLITE	210 E. HWY. 98 DESTIN, FL 32541	0.28 SE	+ 2	47
C13	LUST --OPEN --9502611 --NFA - NFA COMPLETE	DESTIN FISHERMANS COOP	210 US 98E DESTIN, FL 32541	0.30 SE	+ 2	48

Sites Summary Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

TOTAL: 26

GEOCODED: 26

NON GEOCODED: 0

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
C14	LUST --CLOSED --9803574 --NFA - NFA COMPLETE	DESTIN FISHING FLEET INC	210-F US HWY 98 E DESTIN, FL 32541	0.30 SE	+ 2	51
15	LUST --CLOSED --8734156 --NREQ - CLEANUP NOT REQUIRED	DESTIN WATER USERS-WELL #5	CALHOUN AVE DESTIN, FL 32541	0.36 NNE	- 4	54
16	LUST --CLOSED --8512264 --SRCR - SRCR COMPLETE	EAST PASS MARINA-TATE OIL CO I	240 HARBOR BLVD DESTIN, FL 32541	0.39 SE	- 1	57
17	LUST --CLOSED --8735912 --SRCR - SRCR COMPLETE	CAPT BEN MARLERS BOAT SERVICE	306 HWY 98 E DESTIN, FL 32541	0.41 ESE	+ 6	61
18	SWF/LF --100980 --INACTIVE (I)	TERESA MOTES	230 SIBERT AVENUE, LOT 1A DESTIN, FL 32541	0.42 NE	- 1	67
19	LUST --CLOSED --8512216 --RA - RA ONGOING	BLUE CHIP STATION	US 98 E DESTIN, FL 32541	0.45 ESE	+ 2	68

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

UST

EDR ID: U001363111 **DIST/DIR:** 0.100 SSW **ELEVATION:** 32 **MAP ID:** 1

NAME: CHEVRON FOOD MART-DESTIN

Rev: 07/01/2018

ADDRESS: 53 US HWY 98 E
DESTIN, FL 32541

ID/Status: OPEN
ID/Status: 8512254

SOURCE: FL Department of Environmental Protection

UST:

Facility Id: 8512254
Facility Status: OPEN
Type Description: Retail Station
Facility Phone: (850) 774-5172
Region: STATE
Positioning Method: DGPS
Lat/Long (dms): 30 23 43.5949999 / 86 30 38.2120000

Owner:

Owner Id: 67019
Owner Name: US 98 53 CENTER LLC
Owner Address: PO BOX 1565
Owner Address 2: Not reported
Owner City,St,Zip: LAWRENCEVILLE, GA 30046
Owner Contact: SCOTT A MOON
Owner Phone: (770) 338-2620

Tank Info:

Tank Id: 1
Status: Removed
Status Date: 31-DEC-1987
Install Date: 01-MAY-1983
Substance: Leaded gas
Content Description: Leaded Gas
Gallons: 8000
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: P

Tank Id: 2
Status: Removed
Status Date: 31-DEC-1987
Install Date: 01-JUL-1964
Substance: Unleaded gas
Content Description: Unleaded Gas
Gallons: 6000
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: P

Tank Id: 3
Status: Removed
Status Date: 31-DEC-1987

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

UST

EDR ID: U001363111 **DIST/DIR:** 0.100 SSW **ELEVATION:** 32 **MAP ID:** 1

NAME: CHEVRON FOOD MART-DESTIN

Rev: 07/01/2018

ADDRESS: 53 US HWY 98 E
DESTIN, FL 32541

ID/Status: OPEN
ID/Status: 8512254

SOURCE: FL Department of Environmental Protection

Install Date: 01-JUL-1964
Substance: Unleaded gas
Content Description: Unleaded Gas
Gallons: 6000
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: P

Tank Id: 4
Status: Removed
Status Date: 31-DEC-1987
Install Date: 01-JUL-1964
Substance: Waste oil
Content Description: Waste Oil
Gallons: 500
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: P

Tank Id: 5
Status: Removed
Status Date: 01-DEC-2009
Install Date: 01-FEB-1988
Substance: Unleaded gas
Content Description: Unleaded Gas
Gallons: 10000
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: P

Tank Id: 6
Status: Removed
Status Date: 01-DEC-2009
Install Date: 01-FEB-1988
Substance: Unleaded gas
Content Description: Unleaded Gas
Gallons: 10000
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: P

Tank Id: 7
Status: Removed
Status Date: 01-DEC-2009
Install Date: 01-FEB-1988

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

UST

EDR ID: U001363111 **DIST/DIR:** 0.100 SSW **ELEVATION:** 32 **MAP ID:** 1

NAME: CHEVRON FOOD MART-DESTIN

Rev: 07/01/2018

ADDRESS: 53 US HWY 98 E
DESTIN, FL 32541

ID/Status: OPEN
ID/Status: 8512254

SOURCE: FL Department of Environmental Protection

Substance: Unleaded gas
Content Description: Unleaded Gas
Gallons: 10000
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: P

Tank Id: 8
Status: In service
Status Date: 01-NOV-2009
Install Date: 01-NOV-2009
Substance: Unleaded gas
Content Description: Unleaded Gas
Gallons: 20000
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: P

Construction:
Tank Id: 8
Construction Category: Primary Construction
Construction Description: Fiberglass clad steel

Tank Id: 8
Construction Category: Overfill/Spill
Construction Description: Spill containment bucket

Tank Id: 8
Construction Category: Overfill/Spill
Construction Description: Flow shut-Off

Tank Id: 8
Construction Category: Overfill/Spill
Construction Description: Tight fill

Tank Id: 8
Construction Category: Overfill/Spill
Construction Description: Level gauges/alarms

Tank Id: 8
Construction Category: Secondary Containment
Construction Description: Double wall - tank jacket

Tank Id: 8
Construction Category: Miscellaneous Attributes

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

UST

EDR ID: U001363111 **DIST/DIR:** 0.100 SSW **ELEVATION:** 32 **MAP ID:** 1

NAME: CHEVRON FOOD MART-DESTIN

Rev: 07/01/2018

ADDRESS: 53 US HWY 98 E
DESTIN, FL 32541

ID/Status: OPEN
ID/Status: 8512254

SOURCE: FL Department of Environmental Protection

Construction Description: Compartmented

Monitoring:

Tank ID: 8

Monitoring Description: Monitor dbl wall tank space

Tank ID: 8

Monitoring Description: Mechanical line leak detector

Tank ID: 8

Monitoring Description: Automatic tank gauging - USTs

Tank ID: 8

Monitoring Description: Continuous electronic sensing

Tank ID: 8

Monitoring Description: Visual inspect pipe sumps

Tank ID: 8

Monitoring Description: Visual inspect dispenser liners

Piping:

Tank ID: 8

Piping Category: Miscellaneous Attributes

Piping Description: Pressurized piping system

Tank ID: 8

Piping Category: Miscellaneous Attributes

Piping Description: Dispenser liners

Tank ID: 8

Piping Category: Secondary Containment

Piping Description: Double wall

Tank ID: 8

Piping Category: Primary Construction

Piping Description: Approved synthetic material

[Click here for Florida Oculus:](#)

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363111 **DIST/DIR:** 0.100 SSW **ELEVATION:** 32 **MAP ID:** 1

NAME: CHEVRON FOOD MART-DESTIN

Rev: 07/02/2018

ADDRESS: 53 US HWY 98 E
DESTIN, FL 32541

ID/Status: OPEN
ID/Status: 8512254
ID/Status: NFA - NFA COMPLETE

SOURCE: FL Department of Environmental Protection

LUST:

Region: STATE
Facility Id: 8512254
Facility Status: OPEN
Facility Type: A - Retail Station
Facility Phone: (850)774-5172
Facility Cleanup Rank: Not reported
District: Northwest District
Lat/Long (dms): 30 23 44.2584 / 86 30 38.0797
Section: 24
Township: 02S
Range: 23W
Feature: Not reported
Method: DGPS
Datum: 0
Score: 56
Score Effective Date: 10/18/2010
Score When Ranked: Not reported
Operator: PAUL BAISCH
Name Update: 06/10/2011
Address Update: 06/10/2011

Discharge Cleanup Summary:
Discharge Date: 01/26/1994
PCT Discharge Combined: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: NFA - NFA COMPLETE
Disch Cleanup Status Date: 04/17/1995
Cleanup Work Status: COMPLETED
Information Source: D - DISCHARGE NOTIFICATION
Other Source Description: Not reported
Eligibility Indicator: I - INELIGIBLE
Site Manager: Not reported
Site Mgr End Date: Not reported
Tank Office: -
Discharge Date: 12/04/2009
PCT Discharge Combined: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: NFA - NFA COMPLETE
Disch Cleanup Status Date: 04/07/2011
Cleanup Work Status: COMPLETED
Information Source: D - DISCHARGE NOTIFICATION
Other Source Description: Not reported
Eligibility Indicator: I - INELIGIBLE
Site Manager: YAZAK_D

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363111 **DIST/DIR:** 0.100 SSW **ELEVATION:** 32 **MAP ID:** 1

NAME: CHEVRON FOOD MART-DESTIN

Rev: 07/02/2018

ADDRESS: 53 US HWY 98 E
DESTIN, FL 32541

ID/Status: OPEN

ID/Status: 8512254

ID/Status: NFA - NFA COMPLETE

SOURCE: FL Department of Environmental Protection

Site Mgr End Date: 01/31/2011

Tank Office: PCLP17 - FL DOH IN ESCAMBIA COUNTY

Contaminated Media:

Discharge Date: 12/04/2009

Pct Discharge Combined With: Not reported

Cleanup Required: R - CLEANUP REQUIRED

Discharge Cleanup Status: NFA - NFA COMPLETE

Disch Cleanup Status Date: 04/07/2011

Cleanup Work Status: COMPLETED

Information Source: D - DISCHARGE NOTIFICATION

Other Source Description: Not reported

Elig Indicator: I - INELIGIBLE

Site Manager: YAZAK_D

Site Mgr End Date: 01/31/2011

Tank Office: PCLP17 - FL DOH IN ESCAMBIA CO

Contaminated Drinking Wells: Not reported

Contaminated Monitoring Well: No

Contaminated Soil: Yes

Contaminated Surface Water: No

Contaminated Ground Water: No

Pollutant: P - Generic Gasoline

Pollutant Other Description: DRF states unk amount

Gallons Discharged: 25

Task Information:

District: NWD

Facility ID: 8512254

Facility Status: OPEN

Facility Type: A - Retail Station -

County: OKALOOSA

County ID: 46

Cleanup Eligibility Status: I

Source Effective Date: 04-17-1995

Discharge Date: 01-26-1994

Cleanup Required: R - CLEANUP REQUIRED

Discharge Cleanup Status: NFA - NFA COMPLETE

Disch Cleanup Status Date: 04-17-1995

SRC Action Type: NFA - NO FURTHER ACTION

SRC Submit Date: 04-17-1995

SRC Review Date: 04-17-1995

SRC Completion Status: A - APPROVED

SRC Issue Date: 04-17-1995

SRC Comment: NO NFA IN FILE, SAR APPROVED 4/17/95

Cleanup Work Status: COMPLETED

Site Mgr: Not reported

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363111 **DIST/DIR:** 0.100 SSW **ELEVATION:** 32 **MAP ID:** 1

NAME: CHEVRON FOOD MART-DESTIN

Rev: 07/02/2018

ADDRESS: 53 US HWY 98 E
DESTIN, FL 32541

ID/Status: OPEN
ID/Status: 8512254
ID/Status: NFA - NFA COMPLETE

SOURCE: FL Department of Environmental Protection

Site Mgr End Date: Not reported
Tank Office: -
SR Task ID: Not reported
SR Cleanup Responsible: -
SR Funding Eligibility Type: -
SR Actual Cost: Not reported
SR Completion Date: Not reported
SR Payment Date: Not reported
SR Oral Date: Not reported
SR Written Date: Not reported
SR Soil Removal: Not reported
SR Free Product Removal: Not reported
SR Soil Tonnage Removed: Not reported
SR Soil Treatment: Not reported
SR Other Treatment: Not reported
SR Alternate Proc Received Date: Not reported
SR Alternate Procedure Status: Not reported
SR Alternate Procedure Status Date: Not reported
SR Alternate Procedure Comments: Not reported
SA Task ID: 65295
SA Cleanup Responsible: -
SA Funding Eligibility Type: -
SA Actual Cost: Not reported
SA Completion Date: Not reported
SA Payment Date: Not reported
RAP Task ID: Not reported
RAP Cleanup Responsible ID: -
RAP Funding Eligibility Type: -
RAP Actual Cost: Not reported
RAP Completion Date: Not reported
RAP Payment Date: Not reported
RAP Last Order Approved: Not reported
RA Task ID: 62972
RA Cleanup Responsible: -
RA Funding Eligibility Type: -
RA Years to Complete: 0
RA Actual Cost: Not reported
District: NWD
Facility ID: 8512254
Facility Status: OPEN
Facility Type: A - Retail Station -
County: OKALOOSA
County ID: 46
Cleanup Eligibility Status: I
Source Effective Date: 01-31-2011

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363111 **DIST/DIR:** 0.100 SSW **ELEVATION:** 32 **MAP ID:** 1

NAME: CHEVRON FOOD MART-DESTIN

Rev: 07/02/2018

ADDRESS: 53 US HWY 98 E
DESTIN, FL 32541

ID/Status: OPEN
ID/Status: 8512254
ID/Status: NFA - NFA COMPLETE

SOURCE: FL Department of Environmental Protection

Discharge Date: 12-04-2009
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: NFA - NFA COMPLETE
Disch Cleanup Status Date: 04-07-2011
SRC Action Type: NFA - NO FURTHER ACTION
SRC Submit Date: 01-10-2011
SRC Review Date: 01-13-2011
SRC Completion Status: A - APPROVED
SRC Issue Date: 04-07-2011
SRC Comment: ISR COMPLETED DURING TANK UPGRADE
Cleanup Work Status: COMPLETED
Site Mgr: YAZAK_D
Site Mgr End Date: 01-31-2011
Tank Office: PCLP17 - Escambia County
SR Task ID: Not reported
SR Cleanup Responsible: -
SR Funding Eligibility Type: -
SR Actual Cost: Not reported
SR Completion Date: Not reported
SR Payment Date: Not reported
SR Oral Date: Not reported
SR Written Date: Not reported
SR Soil Removal: Not reported
SR Free Product Removal: Not reported
SR Soil Tonnage Removed: Not reported
SR Soil Treatment: Not reported
SR Other Treatment: Not reported
SR Alternate Proc Received Date: Not reported
SR Alternate Procedure Status: Not reported
SR Alternate Procedure Status Date: Not reported
SR Alternate Procedure Comments: Not reported
SA Task ID: 87208
SA Cleanup Responsible: -
SA Funding Eligibility Type: -
SA Actual Cost: Not reported
SA Completion Date: Not reported
SA Payment Date: Not reported
RAP Task ID: Not reported
RAP Cleanup Responsible ID: -
RAP Funding Eligibility Type: -
RAP Actual Cost: Not reported
RAP Completion Date: Not reported
RAP Payment Date: Not reported
RAP Last Order Approved: Not reported
RA Task ID: 87287

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363111 **DIST/DIR:** 0.100 SSW **ELEVATION:** 32 **MAP ID:** 1

NAME: CHEVRON FOOD MART-DESTIN

Rev: 07/02/2018

ADDRESS: 53 US HWY 98 E
DESTIN, FL 32541

ID/Status: OPEN
ID/Status: 8512254
ID/Status: NFA - NFA COMPLETE

SOURCE: FL Department of Environmental Protection

RA Cleanup Responsible: -
RA Funding Eligibility Type: -
RA Years to Complete: 0
RA Actual Cost: Not reported

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Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

RCRA NonGen / NLR

EDR ID: 1000461183 **DIST/DIR:** 0.133 SSE **ELEVATION:** 23 **MAP ID:** 2

NAME: DESTIN, CITY OF

Rev: 03/01/2018

ADDRESS: 100 US HWY 98 E
DESTIN, FL 32541
OKALOOSA

ID/Status: FLD984188904

SOURCE: US Environmental Protection Agency

RCRA NonGen / NLR:

Date form received by agency: 05/25/1995

Facility name: DESTIN, CITY OF

Facility address: 100 US HWY 98 E
DESTIN, FL 32541

EPA ID: FLD984188904

Mailing address: PO BOX 399
100 US HWY 98 E
DESTIN, FL 32540-0399

Contact: GAIL FONTAINE

Contact address: PO BOX 399
DESTIN, FL 32540-0399

Contact country: US

Contact telephone: 850-837-4242

Contact email: Not reported

EPA Region: 04

Land type: Municipal

Classification: Non-Generator

Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:

Owner/operator name: GAIL FONTAINE

Owner/operator address: PO BOX 399
DESTIN, FL 32540

Owner/operator country: US

Owner/operator telephone: Not reported

Owner/operator email: Not reported

Owner/operator fax: Not reported

Owner/operator extension: Not reported

Legal status: Private

Owner/Operator Type: Owner

Owner/Op start date: 10/18/1996

Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No

Mixed waste (haz. and radioactive): No

Recycler of hazardous waste: No

Transporter of hazardous waste: No

Treater, storer or disposer of HW: No

Underground injection activity: No

On-site burner exemption: No

Furnace exemption: No

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

RCRA NonGen / NLR

EDR ID: 1000461183 **DIST/DIR:** 0.133 SSE **ELEVATION:** 23 **MAP ID:** 2

NAME: DESTIN, CITY OF

Rev: 03/01/2018

ADDRESS: 100 US HWY 98 E
DESTIN, FL 32541
OKALOOSA

ID/Status: FLD984188904

SOURCE: US Environmental Protection Agency

Used oil fuel burner: No
Used oil processor: No
Used oil refiner: No
Used oil fuel marketer to burner: No
Used oil Specification marketer: No
Used oil transfer facility: No
Used oil transporter: No

Historical Generators:

Date form received by agency: 02/20/1991

Site name: DESTIN, CITY OF

Classification: Small Quantity Generator

. Waste code: D001
. Waste name: IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKEY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE.

. Waste code: D007
. Waste name: CHROMIUM

. Waste code: D008
. Waste name: LEAD

. Waste code: D018
. Waste name: BENZENE

Violation Status: No violations found

Evaluation Action Summary:

Evaluation date: 12/21/1993

Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE

Area of violation: Not reported

Date achieved compliance: Not reported

Evaluation lead agency: State

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

RCRA-CESQG

EDR ID: 1000307439 **DIST/DIR:** 0.155 ESE **ELEVATION:** 26 **MAP ID:** 3

NAME: COASTLINE OF DESTIN INC

Rev: 03/01/2018

ADDRESS: 112 MOUNTAIN DR
DESTIN, FL 32541
OKALOOSA

ID/Status: FLD982126682

SOURCE: US Environmental Protection Agency

RCRA-CESQG:

Date form received by agency: 09/29/2003

Facility name: COASTLINE OF DESTIN INC

Facility address: 112 MOUNTAIN DR

DESTIN, FL 32541-2315

EPA ID: FLD982126682

Mailing address: MOUNTAIN DR

DESTIN, FL 32541-7308

Contact: CRAIG BARNARD

Contact address: MOUNTAIN DR

DESTIN, FL 32541-7308

Contact country: US

Contact telephone: 850-654-2935

Contact email: Not reported

EPA Region: 04

Land type: Private

Classification: Conditionally Exempt Small Quantity Generator

Description: Handler: generates 100 kg or less of hazardous waste per calendar month, and accumulates 1000 kg or less of hazardous waste at any time; or generates 1 kg or less of acutely hazardous waste per calendar month, and accumulates at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste; or generates 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulates at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste

Owner/Operator Summary:

Owner/operator name: MIKE VITALE

Owner/operator address: 112 MOUNTAIN DR

DESTIN, FL 32541

Owner/operator country: US

Owner/operator telephone: Not reported

Owner/operator email: Not reported

Owner/operator fax: Not reported

Owner/operator extension: Not reported

Legal status: Private

Owner/Operator Type: Owner

Owner/Op start date: 10/18/1996

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

RCRA-CESQG

EDR ID: 1000307439 **DIST/DIR:** 0.155 ESE **ELEVATION:** 26 **MAP ID:** 3

NAME: COASTLINE OF DESTIN INC

Rev: 03/01/2018

ADDRESS: 112 MOUNTAIN DR
DESTIN, FL 32541
OKALOOSA

ID/Status: FLD982126682

SOURCE: US Environmental Protection Agency

Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No
Mixed waste (haz. and radioactive): No
Recycler of hazardous waste: No
Transporter of hazardous waste: No
Treater, storer or disposer of HW: No
Underground injection activity: No
On-site burner exemption: No
Furnace exemption: No
Used oil fuel burner: No
Used oil processor: No
User oil refiner: No
Used oil fuel marketer to burner: No
Used oil Specification marketer: No
Used oil transfer facility: No
Used oil transporter: No

- . Waste code: D001
- . Waste name: IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKEY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE.
- . Waste code: D018
- . Waste name: BENZENE

Historical Generators:

Date form received by agency: 08/08/1995
Site name: COASTLINE OF DESTIN INC
Classification: Small Quantity Generator

- . Waste code: D001
- . Waste name: IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKEY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE.

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

RCRA-CESQG

EDR ID: 1000307439 **DIST/DIR:** 0.155 ESE **ELEVATION:** 26 **MAP ID:** 3

NAME: COASTLINE OF DESTIN INC

Rev: 03/01/2018

ADDRESS: 112 MOUNTAIN DR
DESTIN, FL 32541
OKALOOSA

ID/Status: FLD982126682

SOURCE: US Environmental Protection Agency

- . Waste code: F003
- . Waste name: THE FOLLOWING SPENT NON-HALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NON-HALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NON-HALOGENATED SOLVENTS, AND, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005, AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
- . Waste code: F005
- . Waste name: THE FOLLOWING SPENT NON-HALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NON-HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Violation Status: No violations found

Evaluation Action Summary:

Evaluation date: 09/29/2003

Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE

Area of violation: Not reported

Date achieved compliance: Not reported

Evaluation lead agency: State

Evaluation date: 08/09/1995

Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE

Area of violation: Not reported

Date achieved compliance: Not reported

Evaluation lead agency: State

Evaluation date: 12/20/1994

Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE

Area of violation: Not reported

Date achieved compliance: Not reported

Evaluation lead agency: State

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

UST

EDR ID: U001378619 **DIST/DIR:** 0.163 SSE **ELEVATION:** 19 **MAP ID:** A4

NAME: AJ'S HIGH & DRY
ADDRESS: 116 E HWY 98
DESTIN, FL 32541

Rev: 07/01/2018
ID/Status: CLOSED
ID/Status: 9103480

SOURCE: FL Department of Environmental Protection

UST:
Facility Id: 9103480
Facility Status: CLOSED
Type Description: Marine/Coastal Fuel Storage
Facility Phone: (850) 837-3431
Region: STATE
Positioning Method: DGPS
Lat/Long (dms): 30 23 37.4750000 / 86 30 34.1229999
Owner:
Owner Id: 47797
Owner Name: MSB OF DESTIN INC
Owner Address: 116 E US HWY 98
Owner Address 2: Not reported
Owner City,St,Zip: DESTIN, FL 32541
Owner Contact: ALLEN LAIRD
Owner Phone: (850) 837-3431

Tank Info:
Tank Id: 1
Status: Closed in place
Status Date: 01-MAR-2004
Install Date: 01-DEC-1987
Substance: Unleaded gas
Content Description: Unleaded Gas
Gallons: 10000
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: P

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Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001378619 **DIST/DIR:** 0.163 SSE **ELEVATION:** 19 **MAP ID:** A4

NAME: AJ'S HIGH & DRY
ADDRESS: 116 E HWY 98
DESTIN, FL 32541

Rev: 07/02/2018
ID/Status: CLOSED
ID/Status: 9103480
ID/Status: SRCR - SRCR COMPLETE

SOURCE: FL Department of Environmental Protection

LUST:

Region: STATE
Facility Id: 9103480
Facility Status: CLOSED
Facility Type: V - Marine/Coastal Fuel Storage
Facility Phone: (850)837-3431
Facility Cleanup Rank: 4215
District: Northwest District
Lat/Long (dms): 30 23 37.475 / 86 30 34.123
Section: Not reported
Township: Not reported
Range: Not reported
Feature: Not reported
Method: DGPS
Datum: 0
Score: 40
Score Effective Date: 03/08/2002
Score When Ranked: 40
Operator: ALLEN LAIRD
Name Update: 03/05/1999
Address Update: 09/27/2001

Discharge Cleanup Summary:
Discharge Date: 10/05/2001
PCT Discharge Combined: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Disch Cleanup Status Date: 10/11/2005
Cleanup Work Status: COMPLETED
Information Source: D - DISCHARGE NOTIFICATION
Other Source Description: Not reported
Eligibility Indicator: I - INELIGIBLE
Site Manager: DEEN_D
Site Mgr End Date: 09/16/2005
Tank Office: PCLP17 - FL DOH IN ESCAMBIA COUNTY

Contaminated Media:
Discharge Date: 10/05/2001
Pct Discharge Combined With: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Disch Cleanup Status Date: 10/11/2005
Cleanup Work Status: COMPLETED
Information Source: D - DISCHARGE NOTIFICATION
Other Source Description: Not reported

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001378619 **DIST/DIR:** 0.163 SSE **ELEVATION:** 19 **MAP ID:** A4

NAME: AJ'S HIGH & DRY

Rev: 07/02/2018

ADDRESS: 116 E HWY 98
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 9103480
ID/Status: SRCR - SRCR COMPLETE

SOURCE: FL Department of Environmental Protection

Elig Indicator: I - INELIGIBLE
Site Manager: DEEN_D
Site Mgr End Date: 09/16/2005
Tank Office: PCLP17 - FL DOH IN ESCAMBIA CO
Contaminated Drinking Wells: Not reported
Contaminated Monitoring Well: No
Contaminated Soil: Yes
Contaminated Surface Water: Yes
Contaminated Ground Water: No
Pollutant: B - Unleaded Gas
Pollutant Other Description: Not reported
Gallons Discharged: Not reported

Task Information:
District: NWD
Facility ID: 9103480
Facility Status: CLOSED
Facility Type: V - Marine/Coastal Fuel Storage -
County: OKALOOSA
County ID: 46
Cleanup Eligibility Status: I
Source Effective Date: 09-16-2005
Discharge Date: 10-05-2001
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Disch Cleanup Status Date: 10-11-2005
SRC Action Type: SRCR - SITE REHABILITATION COMPLETION REPORT
SRC Submit Date: 08-11-2005
SRC Review Date: 09-15-2005
SRC Completion Status: A - APPROVED
SRC Issue Date: 10-11-2005
SRC Comment: Not reported
Cleanup Work Status: COMPLETED
Site Mgr: DEEN_D
Site Mgr End Date: 09-16-2005
Tank Office: PCLP17 - Escambia County
SR Task ID: Not reported
SR Cleanup Responsible: -
SR Funding Eligibility Type: -
SR Actual Cost: Not reported
SR Completion Date: Not reported
SR Payment Date: Not reported
SR Oral Date: Not reported
SR Written Date: Not reported
SR Soil Removal: Not reported

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001378619 **DIST/DIR:** 0.163 SSE **ELEVATION:** 19 **MAP ID:** A4

NAME: AJ'S HIGH & DRY

Rev: 07/02/2018

ADDRESS: 116 E HWY 98
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 9103480
ID/Status: SRCR - SRCR COMPLETE

SOURCE: FL Department of Environmental Protection

SR Free Product Removal: Not reported
SR Soil Tonnage Removed: Not reported
SR Soil Treatment: Not reported
SR Other Treatment: Not reported
SR Alternate Proc Received Date: Not reported
SR Alternate Procedure Status: Not reported
SR Alternate Procedure Status Date: Not reported
SR Alternate Procedure Comments: Not reported
SA Task ID: 69533
SA Cleanup Responsible: -
SA Funding Eligibility Type: -
SA Actual Cost: Not reported
SA Completion Date: Not reported
SA Payment Date: Not reported
RAP Task ID: 72028
RAP Cleanup Responsible ID: -
RAP Funding Eligibility Type: -
RAP Actual Cost: Not reported
RAP Completion Date: 12-11-2003
RAP Payment Date: Not reported
RAP Last Order Approved: Not reported
RA Task ID: 75056
RA Cleanup Responsible: -
RA Funding Eligibility Type: -
RA Years to Complete: 0
RA Actual Cost: Not reported

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Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

UST

EDR ID: U003656531 **DIST/DIR:** 0.163 SSE **ELEVATION:** 19 **MAP ID:** A5

NAME: FUN N SUN FISHING SRVC INC

Rev: 07/01/2018

ADDRESS: 116 HWY 98 E
DESTIN, FL 32541

ID/Status: OPEN
ID/Status: 8735925

SOURCE: FL Department of Environmental Protection

UST:

Facility Id: 8735925
Facility Status: OPEN
Type Description: Fuel user/Non-retail
Facility Phone: (904) 837-2396
Region: STATE
Positioning Method: DGPS
Lat/Long (dms): 30 23 36.6430000 / 86 30 33.1319999

Owner:

Owner Id: 7977
Owner Name: FUN N SUN FISHING SERVICE INC
Owner Address: PO BOX 813
Owner Address 2: Not reported
Owner City,St,Zip: DESTIN, FL 32540
Owner Contact: BUDDY GOODWIN
Owner Phone: (904) 837-2396

Tank Info:

Tank Id: 1
Status: In service
Status Date: Not reported
Install Date: 01-MAY-1986
Substance: Fuel oil-on site heat
Content Description: Fuel Oil - Onsite Heat
Gallons: 10000
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: P

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Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

UST

EDR ID: U004135208 **DIST/DIR:** 0.163 SE **ELEVATION:** 17 **MAP ID:** A6

NAME: FDOT TANK AT FL PLACE & US 98

Rev: 07/01/2018

ADDRESS: 167/1 MIRACLE STRIP PKWY
FORT WALTON BEACH, FL 32548

ID/Status: CLOSED
ID/Status: 9811310

SOURCE: FL Department of Environmental Protection

UST:

Facility Id: 9811310

Facility Status: CLOSED

Type Description: Other Regulated Facility

Facility Phone: (850) 638-0250

Region: STATE

Positioning Method: Not reported

Lat/Long (dms): Not reported

Owner Records Not Found for this facility id:

Tank Info:

Tank Id: 1

Status: Closed in place

Status Date: 01-FEB-2009

Install Date: Not reported

Substance: Unknown/Not reported

Content Description: Unknown/Not Reported

Gallons: 400

Vessel Indicator: TANK

Tank Location: UNDERGROUND

DEP Contractor: P

[Click here for Florida Oculus:](#)

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

UST

EDR ID: U003111256 **DIST/DIR:** 0.183 SW **ELEVATION:** 20 **MAP ID:** B7

NAME: HARBORWALK MARINE SERVICES **Rev:** 07/01/2018
ADDRESS: 66 HWY 98 ID/Status: OPEN
DESTIN, FL 32541 ID/Status: 9601206

SOURCE: FL Department of Environmental Protection

UST:
Facility Id: 9601206
Facility Status: OPEN
Type Description: Marine/Coastal Fuel Storage
Facility Phone: (850) 974-9300
Region: STATE
Positioning Method: DGPS
Lat/Long (dms): 30 23 40.4750000 / 86 30 41.195

Owner:
Owner Id: 51691
Owner Name: HARBORWALK MARINA
Owner Address: 66 HWY 98
Owner Address 2: ATTN: DESTINEE HODGES
Owner City,St,Zip: DESTIN, FL 32541
Owner Contact: DESTINEE HODGES
Owner Phone: (850) 650-2400

Tank Info:
Tank Id: 1
Status: In service
Status Date: 01-JUN-1996
Install Date: 01-JUN-1996
Substance: Vehicular diesel
Content Description: Vehicular Diesel
Gallons: 20000
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: P

Construction:
Tank Id: 1
Construction Category: Primary Construction
Construction Description: Steel

Tank Id: 1
Construction Category: Secondary Containment
Construction Description: Double wall

Tank Id: 1
Construction Category: Corrosion Protection
Construction Description: Sacrificial anode CP

Tank Id: 1
Construction Category: Overfill/Spill

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

UST

EDR ID: U003111256 **DIST/DIR:** 0.183 SW **ELEVATION:** 20 **MAP ID:** B7

NAME: HARBORWALK MARINE SERVICES

Rev: 07/01/2018

ADDRESS: 66 HWY 98
DESTIN, FL 32541

ID/Status: OPEN
ID/Status: 9601206

SOURCE: FL Department of Environmental Protection

Construction Description: Spill containment bucket

Monitoring:

Tank ID: 1

Monitoring Description: Mechanical line leak detector

Tank ID: 1

Monitoring Description: SPCC Plan

Tank ID: 1

Monitoring Description: Monitor dbl wall tank space

Tank ID: 1

Monitoring Description: Monitor dbl wall pipe space

Tank ID: 1

Monitoring Description: Visual inspect pipe sumps

Tank ID: 1

Monitoring Description: Visual inspect dispenser liners

Piping:

Tank ID: 1

Piping Category: Secondary Containment

Piping Description: Double wall - pipe jacket

Tank ID: 1

Piping Category: Miscellaneous Attributes

Piping Description: Dispenser liners

Tank ID: 1

Piping Category: Miscellaneous Attributes

Piping Description: Pressurized piping system

Tank ID: 1

Piping Category: Primary Construction

Piping Description: Approved synthetic material

Tank Id: 2

Status: In service

Status Date: 01-JUN-1996

Install Date: 01-JUN-1996

Substance: Unleaded gas

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

UST

EDR ID: U003111256 **DIST/DIR:** 0.183 SW **ELEVATION:** 20 **MAP ID:** B7

NAME: HARBORWALK MARINE SERVICES

Rev: 07/01/2018

ADDRESS: 66 HWY 98
DESTIN, FL 32541

ID/Status: OPEN
ID/Status: 9601206

SOURCE: FL Department of Environmental Protection

Content Description: Unleaded Gas
Gallons: 20000
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: P

Construction:
Tank Id: 2
Construction Category: Primary Construction
Construction Description: Steel

Tank Id: 2
Construction Category: Overfill/Spill
Construction Description: Ball check valve

Tank Id: 2
Construction Category: Corrosion Protection
Construction Description: Sacrificial anode CP

Tank Id: 2
Construction Category: Overfill/Spill
Construction Description: Spill containment bucket

Tank Id: 2
Construction Category: Secondary Containment
Construction Description: Double wall

Tank Id: 2
Construction Category: Miscellaneous Attributes
Construction Description: Compartmented

Monitoring:
Tank ID: 2
Monitoring Description: SPCC Plan

Tank ID: 2
Monitoring Description: Monitor dbl wall tank space

Tank ID: 2
Monitoring Description: Mechanical line leak detector

Tank ID: 2
Monitoring Description: Monitor dbl wall pipe space

Tank ID: 2

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

UST

EDR ID: U003111256 **DIST/DIR:** 0.183 SW **ELEVATION:** 20 **MAP ID:** B7

NAME: HARBORWALK MARINE SERVICES

Rev: 07/01/2018

ADDRESS: 66 HWY 98
DESTIN, FL 32541

ID/Status: OPEN
ID/Status: 9601206

SOURCE: FL Department of Environmental Protection

Monitoring Description: Visual inspect pipe sumps

Tank ID: 2

Monitoring Description: Visual inspect dispenser liners

Piping:

Tank ID: 2

Piping Category: Miscellaneous Attributes

Piping Description: Pressurized piping system

Tank ID: 2

Piping Category: Miscellaneous Attributes

Piping Description: Dispenser liners

Tank ID: 2

Piping Category: Primary Construction

Piping Description: Approved synthetic material

Tank ID: 2

Piping Category: Secondary Containment

Piping Description: Double wall - pipe jacket

[Click here for Florida Oculus:](#)

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

AST

EDR ID: U003345564 **DIST/DIR:** 0.183 SW **ELEVATION:** 20 **MAP ID:** B8

NAME: DESTIN FISHERMANS CO-OP ASSN INC
ADDRESS: 66 HWY 98 E
DESTIN, FL 32541

Rev: 07/01/2018
ID/Status: CLOSED
ID/Status: 8735289
ID/Status: CLOSED

SOURCE: FL Department of Environmental Protection

AST:
Facility ID: 8735289
Facility Status: CLOSED
Type Description: Marine/Coastal Fuel Storage
Facility Phone: (850) 654-4999
DEP Contractor Own: P
Region: STATE
Positioning Method: DGPS
Lat/Long (dms): 30 23 40.4750000 / 86 30 41.195

Owner:
Owner Id: 5721
Owner Name: DESTIN FISHERMANS CO OP ASSN INC
Owner Address: PO BOX 291
Owner Address 2: Not reported
Owner City,St,Zip: DESTIN, FL 32540
Owner Contact: KAY BIGGERS
Owner Phone: (850) 654-4999

Tank Id: 2
Status: Removed
Status Date: 30-JUN-1988
Install Date: Not reported
Substance: Vehicular diesel
Content Description: Vehicular Diesel
Gallons: 10000
Tank Location: ABOVEGROUND

[Click here for Florida Oculus:](#)

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

UST

EDR ID: U003345564 **DIST/DIR:** 0.183 SW **ELEVATION:** 20 **MAP ID:** B8

NAME: DESTIN FISHERMANS CO-OP ASSN INC
ADDRESS: 66 HWY 98 E
DESTIN, FL 32541

Rev: 07/01/2018
ID/Status: CLOSED
ID/Status: 8735289

SOURCE: FL Department of Environmental Protection

UST:
Facility Id: 8735289
Facility Status: CLOSED
Type Description: Marine/Coastal Fuel Storage
Facility Phone: (850) 654-4999
Region: STATE
Positioning Method: DGPS
Lat/Long (dms): 30 23 40.4750000 / 86 30 41.195

Owner:
Owner Id: 5721
Owner Name: DESTIN FISHERMANS CO OP ASSN INC
Owner Address: PO BOX 291
Owner Address 2: Not reported
Owner City,St,Zip: DESTIN, FL 32540
Owner Contact: KAY BIGGERS
Owner Phone: (850) 654-4999

Tank Info:
Tank Id: 1
Status: Closed in place
Status Date: 30-JUN-1988
Install Date: Not reported
Substance: Vehicular diesel
Content Description: Vehicular Diesel
Gallons: 2000
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: P

Tank Id: 1R1
Status: Removed
Status Date: 01-SEP-1995
Install Date: 01-FEB-1989
Substance: Vehicular diesel
Content Description: Vehicular Diesel
Gallons: 12000
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: P

Tank Id: 3
Status: Closed in place
Status Date: 30-JUN-1988

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

UST

EDR ID: U003345564 **DIST/DIR:** 0.183 SW **ELEVATION:** 20 **MAP ID:** B8

NAME: DESTIN FISHERMANS CO-OP ASSN INC
ADDRESS: 66 HWY 98 E
DESTIN, FL 32541

Rev: 07/01/2018
ID/Status: CLOSED
ID/Status: 8735289

SOURCE: FL Department of Environmental Protection

Install Date: Not reported
Substance: Leaded gas
Content Description: Leaded Gas
Gallons: 2000
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: P

Tank Id: 4
Status: Removed
Status Date: 01-SEP-1995
Install Date: 01-JUL-1990
Substance: Vehicular diesel
Content Description: Vehicular Diesel
Gallons: 8000
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: P

[Click here for Florida Oculus:](#)

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U003345564 **DIST/DIR:** 0.183 SW **ELEVATION:** 20 **MAP ID:** B8

NAME: DESTIN FISHERMANS CO-OP ASSN INC

Rev: 07/02/2018

ADDRESS: 66 HWY 98 E
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8735289
ID/Status: NREQ - CLEANUP NOT REQUIRED

SOURCE: FL Department of Environmental Protection

LUST:

Region: STATE

Facility Id: 8735289

Facility Status: CLOSED

Facility Type: V - Marine/Coastal Fuel Storage

Facility Phone: (850)654-4999

Facility Cleanup Rank: Not reported

District: Northwest District

Lat/Long (dms): 30 23 40.475 / 86 30 41.195

Section: Not reported

Township: Not reported

Range: Not reported

Feature: Not reported

Method: DGPS

Datum: 0

Score: Not reported

Score Effective Date: Not reported

Score When Ranked: Not reported

Operator: BIGGERS KAY

Name Update: 02/23/2000

Address Update: 04/12/2000

Discharge Cleanup Summary:

Discharge Date: 03/01/1986

PCT Discharge Combined: Not reported

Cleanup Required: N - NO CLEANUP REQUIRED

Discharge Cleanup Status: NREQ - CLEANUP NOT REQUIRED

Disch Cleanup Status Date: 05/29/2001

Cleanup Work Status: COMPLETED

Information Source: E - EDI

Other Source Description: Not reported

Eligibility Indicator: I - INELIGIBLE

Site Manager: Not reported

Site Mgr End Date: Not reported

Tank Office: -

Task Information:

District: NWD

Facility ID: 8735289

Facility Status: CLOSED

Facility Type: V - Marine/Coastal Fuel Storage -

County: OKALOOSA

County ID: 46

Cleanup Eligibility Status: I

Source Effective Date: Not reported

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U003345564 **DIST/DIR:** 0.183 SW **ELEVATION:** 20 **MAP ID:** B8

NAME: DESTIN FISHERMANS CO-OP ASSN INC
ADDRESS: 66 HWY 98 E
DESTIN, FL 32541

Rev: 07/02/2018
ID/Status: CLOSED
ID/Status: 8735289
ID/Status: NREQ - CLEANUP NOT REQUIRED

SOURCE: FL Department of Environmental Protection

Discharge Date: 03-01-1986
Cleanup Required: N - NO CLEANUP REQUIRED
Discharge Cleanup Status: NREQ - CLEANUP NOT REQUIRED
Disch Cleanup Status Date: 05-29-2001
SRC Action Type: -
SRC Submit Date: Not reported
SRC Review Date: Not reported
SRC Completion Status: -
SRC Issue Date: Not reported
SRC Comment: Not reported
Cleanup Work Status: COMPLETED
Site Mgr: Not reported
Site Mgr End Date: Not reported
Tank Office: -
SR Task ID: 6064
SR Cleanup Responsible: ST - STATE
SR Funding Eligibility Type: -
SR Actual Cost: Not reported
SR Completion Date: Not reported
SR Payment Date: Not reported
SR Oral Date: Not reported
SR Written Date: Not reported
SR Soil Removal: Not reported
SR Free Product Removal: Not reported
SR Soil Tonnage Removed: Not reported
SR Soil Treatment: Not reported
SR Other Treatment: Not reported
SR Alternate Proc Received Date: Not reported
SR Alternate Procedure Status: Not reported
SR Alternate Procedure Status Date: Not reported
SR Alternate Procedure Comments: Not reported
SA Task ID: 6065
SA Cleanup Responsible: ST - STATE
SA Funding Eligibility Type: -
SA Actual Cost: Not reported
SA Completion Date: Not reported
SA Payment Date: Not reported
RAP Task ID: 6066
RAP Cleanup Responsible ID: ST - STATE
RAP Funding Eligibility Type: -
RAP Actual Cost: Not reported
RAP Completion Date: Not reported
RAP Payment Date: Not reported
RAP Last Order Approved: Not reported
RA Task ID: 6067

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U003345564 **DIST/DIR:** 0.183 SW **ELEVATION:** 20 **MAP ID:** B8

NAME: DESTIN FISHERMANS CO-OP ASSN INC

Rev: 07/02/2018

ADDRESS: 66 HWY 98 E
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8735289
ID/Status: NREQ - CLEANUP NOT REQUIRED

SOURCE: FL Department of Environmental Protection

RA Cleanup Responsible: ST - STATE
RA Funding Eligibility Type: -
RA Years to Complete: Not reported
RA Actual Cost: Not reported

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Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

UST

EDR ID: U001363141 **DIST/DIR:** 0.187 SSW **ELEVATION:** 17 **MAP ID:** 9

NAME: MARINA POINT

Rev: 07/01/2018

ADDRESS: 24 HARBOR BLVD E
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8512322

SOURCE: FL Department of Environmental Protection

UST:

Facility Id: 8512322
Facility Status: CLOSED
Type Description: Marine/Coastal Fuel Storage
Facility Phone: (904) 837-2996
Region: STATE
Positioning Method: DGPS
Lat/Long (dms): 30 23 38.2899999 / 86 30 43.814

Owner:

Owner Id: 16026
Owner Name: O T MELVIN LAND CORP
Owner Address: PO BOX 546
Owner Address 2: Not reported
Owner City,St,Zip: DESTIN, FL 32540
Owner Contact: THEO SHAW
Owner Phone: (904) 837-2996

Tank Info:

Tank Id: 1
Status: Removed
Status Date: 01-JUL-1996
Install Date: 01-JUL-1979
Substance: Vehicular diesel
Content Description: Vehicular Diesel
Gallons: 6000
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: P

Tank Id: 2

Status: Removed
Status Date: 01-JUL-1996
Install Date: 01-JUL-1979
Substance: Unleaded gas
Content Description: Unleaded Gas
Gallons: 6000
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: P

Tank Id: 3

Status: Removed
Status Date: 01-JUL-1996

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

UST

EDR ID: U001363141 **DIST/DIR:** 0.187 SSW **ELEVATION:** 17 **MAP ID:** 9

NAME: MARINA POINT

Rev: 07/01/2018

ADDRESS: 24 HARBOR BLVD E
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8512322

SOURCE: FL Department of Environmental Protection

Install Date: 01-JUL-1979
Substance: Vehicular diesel
Content Description: Vehicular Diesel
Gallons: 8000
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: P

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Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363141 **DIST/DIR:** 0.187 SSW **ELEVATION:** 17 **MAP ID:** 9

NAME: MARINA POINT

Rev: 07/02/2018

ADDRESS: 24 HARBOR BLVD E
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8512322
ID/Status: SRCR - SRCR COMPLETE

SOURCE: FL Department of Environmental Protection

LUST:

Region: STATE
Facility Id: 8512322
Facility Status: CLOSED
Facility Type: V - Marine/Coastal Fuel Storage
Facility Phone: (904)837-2996
Facility Cleanup Rank: 4369
District: Northwest District
Lat/Long (dms): 30 23 40.0056 / 86 30 44.1432
Section: Not reported
Township: Not reported
Range: Not reported
Feature: Not reported
Method: DGPS
Datum: 0
Score: 59
Score Effective Date: 02/05/2010
Score When Ranked: 37
Operator: SHAW, THEO
Name Update: Not reported
Address Update: 07/12/2005

Discharge Cleanup Summary:
Discharge Date: 07/01/1987
PCT Discharge Combined: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Disch Cleanup Status Date: 04/07/2011
Cleanup Work Status: COMPLETED
Information Source: E - EDI
Other Source Description: Not reported
Eligibility Indicator: E - ELIGIBLE
Site Manager: YAZAK_D
Site Mgr End Date: 01/31/2011
Tank Office: PCLP17 - FL DOH IN ESCAMBIA COUNTY

Petroleum Cleanup Program Eligibility:
Facility ID: 8512322
Discharge Date: 01-JUL-87
Pct Discharge Combined With: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Disch Cleanup Status Date: 04/07/2011
Cleanup Work Status: COMPLETED
Information Source: E - EDI

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363141 **DIST/DIR:** 0.187 SSW **ELEVATION:** 17 **MAP ID:** 9

NAME: MARINA POINT

Rev: 07/02/2018

ADDRESS: 24 HARBOR BLVD E
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8512322
ID/Status: SRCR - SRCR COMPLETE

SOURCE: FL Department of Environmental Protection

Other Source Description: Not reported
Application Received Date: 24-SEP-87
Cleanup Program: E - EARLY DETECTION INCENTIVE
Eligibility Status: 25-JAN-88
Elig Status Date: 25-JAN-88
Letter Of Intent Date: Not reported
Redetermined: No
Inspection Date: 12/15/1987
Site Manager: YAZAK_D
Site Mgr End Date: 01/31/2011
Tank Office: PCLP17 - FL DOH IN ESCAMBIA COUNTY
Deductible Amount: Not reported
Deductible Paid To Date: 0
Co-Pay Amount: Not reported
Co-Pay Paid To Date: 0
Cap Amount: Not reported

Contaminated Media:
Discharge Date: 07/01/1987
Pct Discharge Combined With: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Disch Cleanup Status Date: 04/07/2011
Cleanup Work Status: COMPLETED
Information Source: E - EDI
Other Source Description: Not reported
Elig Indicator: E - ELIGIBLE
Site Manager: YAZAK_D
Site Mgr End Date: 01/31/2011
Tank Office: PCLP17 - FL DOH IN ESCAMBIA CO
Contaminated Drinking Wells: 0
Contaminated Monitoring Well: Yes
Contaminated Soil: Yes
Contaminated Surface Water: Yes
Contaminated Ground Water: Yes
Pollutant: D - Vehicular Diesel
Pollutant Other Description: Not reported
Gallons Discharged: Not reported

Task Information:
District: NWD
Facility ID: 8512322
Facility Status: CLOSED
Facility Type: V - Marine/Coastal Fuel Storage -
County: OKALOOSA
County ID: 46

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363141 **DIST/DIR:** 0.187 SSW **ELEVATION:** 17 **MAP ID:** 9

NAME: MARINA POINT

Rev: 07/02/2018

ADDRESS: 24 HARBOR BLVD E
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8512322
ID/Status: SRCR - SRCR COMPLETE

SOURCE: FL Department of Environmental Protection

Cleanup Eligibility Status: E
Source Effective Date: 01-31-2011
Discharge Date: 07-01-1987
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Disch Cleanup Status Date: 04-07-2011
SRC Action Type: SRCR - SITE REHABILITATION COMPLETION REPORT
SRC Submit Date: 01-06-2011
SRC Review Date: 01-12-2011
SRC Completion Status: A - APPROVED
SRC Issue Date: 04-07-2011
SRC Comment: PT CONDUCTED, NO SYSTEM INSTALLED
Cleanup Work Status: COMPLETED
Site Mgr: YAZAK_D
Site Mgr End Date: 01-31-2011
Tank Office: PCLP17 - Escambia County
SR Task ID: 6428
SR Cleanup Responsible: ST - STATE
SR Funding Eligibility Type: -
SR Actual Cost: Not reported
SR Completion Date: Not reported
SR Payment Date: Not reported
SR Oral Date: Not reported
SR Written Date: Not reported
SR Soil Removal: Not reported
SR Free Product Removal: Not reported
SR Soil Tonnage Removed: Not reported
SR Soil Treatment: Not reported
SR Other Treatment: Not reported
SR Alternate Proc Received Date: Not reported
SR Alternate Procedure Status: Not reported
SR Alternate Procedure Status Date: Not reported
SR Alternate Procedure Comments: Not reported
SA Task ID: 6429
SA Cleanup Responsible: ST - STATE
SA Funding Eligibility Type: -
SA Actual Cost: Not reported
SA Completion Date: Not reported
SA Payment Date: Not reported
RAP Task ID: 6430
RAP Cleanup Responsible ID: ST - STATE
RAP Funding Eligibility Type: -
RAP Actual Cost: Not reported
RAP Completion Date: 01-09-2003
RAP Payment Date: Not reported

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Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363141 **DIST/DIR:** 0.187 SSW **ELEVATION:** 17 **MAP ID:** 9

NAME: MARINA POINT

Rev: 07/02/2018

ADDRESS: 24 HARBOR BLVD E
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8512322
ID/Status: SRCR - SRCR COMPLETE

SOURCE: FL Department of Environmental Protection

RAP Last Order Approved: Not reported
RA Task ID: 6431
RA Cleanup Responsible: ST - STATE
RA Funding Eligibility Type: -
RA Years to Complete: 0
RA Actual Cost: Not reported

[Click here for Florida Oculus:](#)

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

AST

EDR ID: U001363110 **DIST/DIR:** 0.228 West **ELEVATION:** 15 **MAP ID:** 10

NAME: DESTIN MARINA
ADDRESS: 7 CALHOUN AVE
DESTIN, FL 32541

Rev: 07/01/2018
ID/Status: OPEN
ID/Status: 8512252
ID/Status: OPEN

SOURCE: FL Department of Environmental Protection

AST:
Facility ID: 8512252
Facility Status: OPEN
Type Description: Marine/Coastal Fuel Storage
Facility Phone: (850) 837-2470
DEP Contractor Own: C
Region: STATE
Positioning Method: DGPS
Lat/Long (dms): 30 23 49.6929999 / 86 30 54.073

Owner:
Owner Id: 53397
Owner Name: WHITE, TERRY J
Owner Address: PO BOX 278
Owner Address 2: Not reported
Owner City,St,Zip: DESTIN, FL 32540
Owner Contact: TERRY WHITE
Owner Phone: (850) 837-7765

Tank Id: 3
Status: In service
Status Date: 01-OCT-2004
Install Date: Not reported
Substance: Unleaded gas
Content Description: Unleaded Gas
Gallons: 6000
Tank Location: ABOVEGROUND

Construction:
Tank Id: 3
Construction Category: Primary Construction
Construction Description: Steel

Tank Id: 3
Construction Category: Secondary Containment
Construction Description: AST containment

Tank Id: 3
Construction Category: Overfill/Spill
Construction Description: Level gauges/alarms

Monitoring:
Tank ID: 3

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

AST

EDR ID: U001363110 **DIST/DIR:** 0.228 West **ELEVATION:** 15 **MAP ID:** 10

NAME: DESTIN MARINA
ADDRESS: 7 CALHOUN AVE
DESTIN, FL 32541

Rev: 07/01/2018
ID/Status: OPEN
ID/Status: 8512252
ID/Status: OPEN

SOURCE: FL Department of Environmental Protection

Monitoring Description: Visual inspection of ASTs

Tank ID: 3
Monitoring Description: Visual inspect dispenser liners

Tank ID: 3
Monitoring Description: Visual inspect pipe sumps

Tank ID: 3
Monitoring Description: Monitor dbl wall pipe space

Piping:
Tank ID: 3
Piping Category: Miscellaneous Attributes
Piping Description: Dispenser liners

Tank ID: 3
Piping Category: Secondary Containment
Piping Description: Double wall - pipe jacket

Tank ID: 3
Piping Category: Primary Construction
Piping Description: Approved synthetic material

Tank ID: 3
Piping Category: Miscellaneous Attributes
Piping Description: Pressurized piping system

Tank Id: 4
Status: In service
Status Date: 01-OCT-2004
Install Date: Not reported
Substance: Vehicular diesel
Content Description: Vehicular Diesel
Gallons: 4000
Tank Location: ABOVEGROUND

Construction:
Tank Id: 4
Construction Category: Primary Construction
Construction Description: Steel

Tank Id: 4
Construction Category: Secondary Containment

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

AST

EDR ID: U001363110 **DIST/DIR:** 0.228 West **ELEVATION:** 15 **MAP ID:** 10

NAME: DESTIN MARINA
ADDRESS: 7 CALHOUN AVE
DESTIN, FL 32541

Rev: 07/01/2018
ID/Status: OPEN
ID/Status: 8512252
ID/Status: OPEN

SOURCE: FL Department of Environmental Protection

Construction Description: AST containment

Tank Id: 4
Construction Category: Overfill/Spill
Construction Description: Level gauges/alarms

Monitoring:
Tank ID: 4
Monitoring Description: Visual inspection of ASTs

Tank ID: 4
Monitoring Description: Visual inspect dispenser liners

Tank ID: 4
Monitoring Description: Monitor dbl wall pipe space

Tank ID: 4
Monitoring Description: Visual inspect pipe sumps

Piping:
Tank ID: 4
Piping Category: Primary Construction
Piping Description: Approved synthetic material

Tank ID: 4
Piping Category: Secondary Containment
Piping Description: Double wall - pipe jacket

Tank ID: 4
Piping Category: Miscellaneous Attributes
Piping Description: Dispenser liners

Tank ID: 4
Piping Category: Miscellaneous Attributes
Piping Description: Pressurized piping system

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Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

UST

EDR ID: U001363110 **DIST/DIR:** 0.228 West **ELEVATION:** 15 **MAP ID:** 10

NAME: DESTIN MARINA
ADDRESS: 7 CALHOUN AVE
DESTIN, FL 32541

Rev: 07/01/2018
ID/Status: OPEN
ID/Status: 8512252

SOURCE: FL Department of Environmental Protection

UST:
Facility Id: 8512252
Facility Status: OPEN
Type Description: Marine/Coastal Fuel Storage
Facility Phone: (850) 837-2470
Region: STATE
Positioning Method: DGPS
Lat/Long (dms): 30 23 49.6929999 / 86 30 54.073

Owner:
Owner Id: 53397
Owner Name: WHITE, TERRY J
Owner Address: PO BOX 278
Owner Address 2: Not reported
Owner City,St,Zip: DESTIN, FL 32540
Owner Contact: TERRY WHITE
Owner Phone: (850) 837-7765

Tank Info:
Tank Id: 1
Status: Removed
Status Date: 31-JUL-1988
Install Date: 01-JUL-1976
Substance: Vehicular diesel
Content Description: Vehicular Diesel
Gallons: 1500
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: C

Tank Id: 2
Status: Removed
Status Date: 31-JUL-1988
Install Date: 01-JUL-1976
Substance: Leaded gas
Content Description: Leaded Gas
Gallons: 3000
Vessel Indicator: TANK
Tank Location: UNDERGROUND
DEP Contractor: C

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Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363110 **DIST/DIR:** 0.228 West **ELEVATION:** 15 **MAP ID:** 10

NAME: DESTIN MARINA
ADDRESS: 7 CALHOUN AVE
DESTIN, FL 32541

Rev: 07/02/2018
ID/Status: OPEN
ID/Status: 8512252
ID/Status: VCCR - VERIFIED CONTAMINATION, CLEANUP REQUIRED

SOURCE: FL Department of Environmental Protection

LUST:

Region: STATE
Facility Id: 8512252
Facility Status: OPEN
Facility Type: V - Marine/Coastal Fuel Storage
Facility Phone: (850)837-2470
Facility Cleanup Rank: Not reported
District: Northwest District
Lat/Long (dms): 30 23 49.693 / 86 30 54.073
Section: 023
Township: 02S
Range: 23W
Feature: Not reported
Method: DGPS
Datum: 0
Score: Not reported
Score Effective Date: Not reported
Score When Ranked: Not reported
Operator: TERRY WHITE
Name Update: Not reported
Address Update: 02/24/2000

Petroleum Cleanup PCT Facility Score:
Facility Cleanup Status: VCCR - VERIFIED CONTAMINATION - CLEANUP REQUIRED
Contact: TERRY WHITE
Contact Company: WHITE, TERRY J
Contact Address: PO BOX 278
Contact City/State/Zip: DESTIN, FL 32540
Phone: (850)837-7765
Bad Address Ind: N
State: FL
Zip: 32541, 1504
Score: Not reported
Score Effective Date: Not reported
Related Party ID: 53397
Primary RP Role: ACCOUNT OWNER
RP Begin Date: 08/14/2002
RP Zip: 278
RP Extension: Not reported

Discharge Cleanup Summary:
Discharge Date: 05/21/2018
PCT Discharge Combined: Not reported
Cleanup Required: R - CLEANUP REQUIRED

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363110 **DIST/DIR:** 0.228 West **ELEVATION:** 15 **MAP ID:** 10

NAME: DESTIN MARINA
ADDRESS: 7 CALHOUN AVE
DESTIN, FL 32541

Rev: 07/02/2018
ID/Status: OPEN
ID/Status: 8512252
ID/Status: VCCR - VERIFIED CONTAMINATION, CLEANUP REQUIRED

SOURCE: FL Department of Environmental Protection

Discharge Cleanup Status: VCCR - VERIFIED CONTAMINATION, CLEANUP REQUIRED

Disch Cleanup Status Date: 06/26/2018

Cleanup Work Status: ACTIVE

Information Source: D - DISCHARGE NOTIFICATION

Other Source Description: Not reported

Eligibility Indicator: I - INELIGIBLE

Site Manager: Not reported

Site Mgr End Date: Not reported

Tank Office: -

Task Information:

District: NWD

Facility ID: 8512252

Facility Status: OPEN

Facility Type: V - Marine/Coastal Fuel Storage -

County: OKALOOSA

County ID: 46

Cleanup Eligibility Status: I

Source Effective Date: Not reported

Discharge Date: 05-21-2018

Cleanup Required: R - CLEANUP REQUIRED

Discharge Cleanup Status: VCCR - VERIFIED CONTAMINATION, CLEANUP REQUIRED

Disch Cleanup Status Date: 06-26-2018

SRC Action Type: -

SRC Submit Date: Not reported

SRC Review Date: Not reported

SRC Completion Status: -

SRC Issue Date: Not reported

SRC Comment: Not reported

Cleanup Work Status: ACTIVE

Site Mgr: Not reported

Site Mgr End Date: Not reported

Tank Office: -

SR Task ID: Not reported

SR Cleanup Responsible: -

SR Funding Eligibility Type: -

SR Actual Cost: Not reported

SR Completion Date: Not reported

SR Payment Date: Not reported

SR Oral Date: Not reported

SR Written Date: Not reported

SR Soil Removal: Not reported

SR Free Product Removal: Not reported

SR Soil Tonnage Removed: Not reported

SR Soil Treatment: Not reported

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363110 **DIST/DIR:** 0.228 West **ELEVATION:** 15 **MAP ID:** 10

NAME: DESTIN MARINA
ADDRESS: 7 CALHOUN AVE
DESTIN, FL 32541

Rev: 07/02/2018
ID/Status: OPEN
ID/Status: 8512252
ID/Status: VCCR - VERIFIED CONTAMINATION, CLEANUP REQ

SOURCE: FL Department of Environmental Protection

SR Other Treatment: Not reported
SR Alternate Proc Received Date: Not reported
SR Alternate Procedure Status: Not reported
SR Alternate Procedure Status Date: Not reported
SR Alternate Procedure Comments: Not reported
SA Task ID: Not reported
SA Cleanup Responsible: -
SA Funding Eligibility Type: -
SA Actual Cost: Not reported
SA Completion Date: Not reported
SA Payment Date: Not reported
RAP Task ID: Not reported
RAP Cleanup Responsible ID: -
RAP Funding Eligibility Type: -
RAP Actual Cost: Not reported
RAP Completion Date: Not reported
RAP Payment Date: Not reported
RAP Last Order Approved: Not reported
RA Task ID: Not reported
RA Cleanup Responsible: -
RA Funding Eligibility Type: -
RA Years to Complete: Not reported
RA Actual Cost: Not reported

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Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363160 **DIST/DIR:** 0.261 SE **ELEVATION:** 17 **MAP ID:** 11

NAME: TEXACO FOOD MART-DESTIN

Rev: 07/02/2018

ADDRESS: 201 HWY 98 E
DESTIN, FL 32541

ID/Status: OPEN
ID/Status: 8512352
ID/Status: NFA - NFA COMPLETE

SOURCE: FL Department of Environmental Protection

LUST:

Region: STATE
Facility Id: 8512352
Facility Status: OPEN
Facility Type: A - Retail Station
Facility Phone: (850)774-5172
Facility Cleanup Rank: Not reported
District: Northwest District
Lat/Long (dms): 30 23 41.597 / 86 30 26.766
Section: 000
Township: 02S
Range: 23W
Feature: Not reported
Method: DGPS
Datum: 0
Score: 75
Score Effective Date: 01/06/1998
Score When Ranked: Not reported
Operator: PAUL BAISCH
Name Update: 06/10/2011
Address Update: 06/10/2011

Discharge Cleanup Summary:
Discharge Date: 04/18/1987
PCT Discharge Combined: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: NFA - NFA COMPLETE
Disch Cleanup Status Date: 09/21/1989
Cleanup Work Status: COMPLETED
Information Source: E - EDI
Other Source Description: Not reported
Eligibility Indicator: E - ELIGIBLE
Site Manager: Not reported
Site Mgr End Date: Not reported
Tank Office: -

Petroleum Cleanup Program Eligibility:
Facility ID: 8512352
Discharge Date: 18-APR-87
Pct Discharge Combined With: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: NFA - NFA COMPLETE
Disch Cleanup Status Date: 09/21/1989
Cleanup Work Status: COMPLETED
Information Source: E - EDI

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Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363160 **DIST/DIR:** 0.261 SE **ELEVATION:** 17 **MAP ID:** 11

NAME: TEXACO FOOD MART-DESTIN

Rev: 07/02/2018

ADDRESS: 201 HWY 98 E
DESTIN, FL 32541

ID/Status: OPEN
ID/Status: 8512352
ID/Status: NFA - NFA COMPLETE

SOURCE: FL Department of Environmental Protection

Other Source Description: Not reported
Application Received Date: 21-APR-87
Cleanup Program: E - EARLY DETECTION INCENTIVE
Eligibility Status: 25-JAN-88
Elig Status Date: 25-JAN-88
Letter Of Intent Date: Not reported
Redetermined: No
Inspection Date: 11/13/1987
Site Manager: Not reported
Site Mgr End Date: Not reported
Tank Office: -
Deductible Amount: Not reported
Deductible Paid To Date: 0
Co-Pay Amount: Not reported
Co-Pay Paid To Date: 0
Cap Amount: Not reported

Task Information:
District: NWD
Facility ID: 8512352
Facility Status: OPEN
Facility Type: A - Retail Station -
County: OKALOOSA
County ID: 46
Cleanup Eligibility Status: E
Source Effective Date: 07-05-1989
Discharge Date: 04-18-1987
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: NFA - NFA COMPLETE
Disch Cleanup Status Date: 09-21-1989
SRC Action Type: NFA - NO FURTHER ACTION
SRC Submit Date: 03-10-1989
SRC Review Date: 07-05-1989
SRC Completion Status: A - APPROVED
SRC Issue Date: 09-21-1989
SRC Comment: SITE CLEAN
Cleanup Work Status: COMPLETED
Site Mgr: Not reported
Site Mgr End Date: Not reported
Tank Office: -
SR Task ID: 6358
SR Cleanup Responsible: ST - STATE
SR Funding Eligibility Type: -
SR Actual Cost: Not reported
SR Completion Date: Not reported

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363160 **DIST/DIR:** 0.261 SE **ELEVATION:** 17 **MAP ID:** 11

NAME: TEXACO FOOD MART-DESTIN

Rev: 07/02/2018

ADDRESS: 201 HWY 98 E
DESTIN, FL 32541

ID/Status: OPEN
ID/Status: 8512352
ID/Status: NFA - NFA COMPLETE

SOURCE: FL Department of Environmental Protection

SR Payment Date: Not reported
SR Oral Date: Not reported
SR Written Date: Not reported
SR Soil Removal: Not reported
SR Free Product Removal: Not reported
SR Soil Tonnage Removed: Not reported
SR Soil Treatment: Not reported
SR Other Treatment: Not reported
SR Alternate Proc Received Date: Not reported
SR Alternate Procedure Status: Not reported
SR Alternate Procedure Status Date: Not reported
SR Alternate Procedure Comments: Not reported
SA Task ID: 6359
SA Cleanup Responsible: ST - STATE
SA Funding Eligibility Type: -
SA Actual Cost: \$16,627.32
SA Completion Date: 07-05-1989
SA Payment Date: Not reported
RAP Task ID: 6360
RAP Cleanup Responsible ID: ST - STATE
RAP Funding Eligibility Type: -
RAP Actual Cost: Not reported
RAP Completion Date: Not reported
RAP Payment Date: Not reported
RAP Last Order Approved: Not reported
RA Task ID: 6361
RA Cleanup Responsible: ST - STATE
RA Funding Eligibility Type: -
RA Years to Complete: Not reported
RA Actual Cost: Not reported

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Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

SWF/LF

EDR ID: S110472327 **DIST/DIR:** 0.275 SE **ELEVATION:** 16 **MAP ID:** 12

NAME: THE WHARF RESTAURANT SATELLITE ACCUMULATION AREA **Rev:** 07/16/2018
ADDRESS: 210 E. HWY. 98 **ID/Status:** 99063
DESTIN, FL 32541 **ID/Status:** INACTIVE (I)
OKALOOSA
SOURCE: FL Department of Environmental Protection

SWF/LF:
Facility ID: 99063
District: NWD
Lat/Long: 30:23:39.18 / 86:30:25.35
Class Type: 916
Classification: DISASTER DEBRIS OIL SPILL SATELLITE ACCUMULATION
Class Status: INACTIVE (I)
Section: Not reported
Township: Not reported
Range: Not reported
Responsible Authority Name: Not reported
Responsible Authority Address: Not reported
Responsible Authority City,St,Zip: Not reported
Responsible Authority Phone: Not reported
EMail Address1: Not reported
EMail Address2: Not reported
Site Supervisor Name: Not reported
Site Supervisor Addr: Not reported
Site Supervisor City/State/Zip: Not reported
Site Supervisor Telephone: Not reported
Land Owner Name: Not reported
Land Owner Address: Not reported
Land Owner City/State/Zip: Not reported
Land Owner Telephone: Not reported

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Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U002313639 **DIST/DIR:** 0.296 SE **ELEVATION:** 16 **MAP ID:** C13

NAME: DESTIN FISHERMANS COOP

Rev: 07/02/2018

ADDRESS: 210 US 98E
DESTIN, FL 32541

ID/Status: OPEN
ID/Status: 9502611
ID/Status: NFA - NFA COMPLETE

SOURCE: FL Department of Environmental Protection

LUST:

Region: STATE
Facility Id: 9502611
Facility Status: OPEN
Facility Type: V - Marine/Coastal Fuel Storage
Facility Phone: (850)654-4999
Facility Cleanup Rank: Not reported
District: Northwest District
Lat/Long (dms): 30 23 36.327 / 86 30 22.823
Section: Not reported
Township: Not reported
Range: Not reported
Feature: Not reported
Method: DGPS
Datum: Not reported
Score: 25
Score Effective Date: 01/03/2013
Score When Ranked: Not reported
Operator: KAY BIGGERS
Name Update: 02/23/2000
Address Update: 04/12/2000

Discharge Cleanup Summary:
Discharge Date: 03/18/2012
PCT Discharge Combined: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: NFA - NFA COMPLETE
Disch Cleanup Status Date: 08/06/2013
Cleanup Work Status: COMPLETED
Information Source: D - DISCHARGE NOTIFICATION
Other Source Description: Not reported
Eligibility Indicator: I - INELIGIBLE
Site Manager: YAZAK_D
Site Mgr End Date: 07/05/2013
Tank Office: PCLP17 - FL DOH IN ESCAMBIA COUNTY

Contaminated Media:
Discharge Date: 03/18/2012
Pct Discharge Combined With: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: NFA - NFA COMPLETE
Disch Cleanup Status Date: 08/06/2013
Cleanup Work Status: COMPLETED
Information Source: D - DISCHARGE NOTIFICATION
Other Source Description: Not reported

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U002313639 **DIST/DIR:** 0.296 SE **ELEVATION:** 16 **MAP ID:** C13

NAME: DESTIN FISHERMANS COOP

Rev: 07/02/2018

ADDRESS: 210 US 98E
DESTIN, FL 32541

ID/Status: OPEN
ID/Status: 9502611
ID/Status: NFA - NFA COMPLETE

SOURCE: FL Department of Environmental Protection

Elig Indicator: I - INELIGIBLE
Site Manager: YAZAK_D
Site Mgr End Date: 07/05/2013
Tank Office: PCLP17 - FL DOH IN ESCAMBIA CO
Contaminated Drinking Wells: Not reported
Contaminated Monitoring Well: No
Contaminated Soil: Yes
Contaminated Surface Water: Yes
Contaminated Ground Water: No
Pollutant: D - Vehicular Diesel
Pollutant Other Description: Not reported
Gallons Discharged: Not reported

Task Information:
District: NWD
Facility ID: 9502611
Facility Status: OPEN
Facility Type: V - Marine/Coastal Fuel Storage -
County: OKALOOSA
County ID: 46
Cleanup Eligibility Status: I
Source Effective Date: 07-05-2013
Discharge Date: 03-18-2012
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: NFA - NFA COMPLETE
Disch Cleanup Status Date: 08-06-2013
SRC Action Type: NFA - NO FURTHER ACTION
SRC Submit Date: 04-18-2013
SRC Review Date: 06-05-2013
SRC Completion Status: A - APPROVED
SRC Issue Date: 08-06-2013
SRC Comment: INTERIM SR
Cleanup Work Status: COMPLETED
Site Mgr: YAZAK_D
Site Mgr End Date: 07-05-2013
Tank Office: PCLP17 - Escambia County
SR Task ID: Not reported
SR Cleanup Responsible: -
SR Funding Eligibility Type: -
SR Actual Cost: Not reported
SR Completion Date: Not reported
SR Payment Date: Not reported
SR Oral Date: Not reported
SR Written Date: Not reported
SR Soil Removal: Not reported

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Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U002313639 **DIST/DIR:** 0.296 SE **ELEVATION:** 16 **MAP ID:** C13

NAME: DESTIN FISHERMANS COOP

Rev: 07/02/2018

ADDRESS: 210 US 98E
DESTIN, FL 32541

ID/Status: OPEN
ID/Status: 9502611
ID/Status: NFA - NFA COMPLETE

SOURCE: FL Department of Environmental Protection

SR Free Product Removal: Not reported
SR Soil Tonnage Removed: Not reported
SR Soil Treatment: Not reported
SR Other Treatment: Not reported
SR Alternate Proc Received Date: Not reported
SR Alternate Procedure Status: Not reported
SR Alternate Procedure Status Date: Not reported
SR Alternate Procedure Comments: Not reported
SA Task ID: 89759
SA Cleanup Responsible: -
SA Funding Eligibility Type: -
SA Actual Cost: Not reported
SA Completion Date: Not reported
SA Payment Date: Not reported
RAP Task ID: Not reported
RAP Cleanup Responsible ID: -
RAP Funding Eligibility Type: -
RAP Actual Cost: Not reported
RAP Completion Date: Not reported
RAP Payment Date: Not reported
RAP Last Order Approved: Not reported
RA Task ID: 88960
RA Cleanup Responsible: -
RA Funding Eligibility Type: -
RA Years to Complete: 0
RA Actual Cost: Not reported

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Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: S105298404 **DIST/DIR:** 0.296 SE **ELEVATION:** 16 **MAP ID:** C14

NAME: DESTIN FISHING FLEET INC

Rev: 07/02/2018

ADDRESS: 210-F US HWY 98 E
DESTIN, FL 32541
OKALOOSA

ID/Status: CLOSED
ID/Status: 9803574
ID/Status: NFA - NFA COMPLETE

SOURCE: FL Department of Environmental Protection

LUST:

Region: STATE
Facility Id: 9803574
Facility Status: CLOSED
Facility Type: C - Fuel user/Non-retail
Facility Phone: (859)837-1995
Facility Cleanup Rank: Not reported
District: Northwest District
Lat/Long (dms): 30 23 38.0107 / 86 30 22.9931
Section: 00
Township: 00
Range: 00
Feature: Not reported
Method: AGPS
Datum: Not reported
Score: 9
Score Effective Date: 06/27/2002
Score When Ranked: Not reported
Operator: KELLY WINDES
Name Update: Not reported
Address Update: 05/22/2001

Discharge Cleanup Summary:
Discharge Date: 08/09/2001
PCT Discharge Combined: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: NFA - NFA COMPLETE
Disch Cleanup Status Date: 05/29/2003
Cleanup Work Status: COMPLETED
Information Source: D - DISCHARGE NOTIFICATION
Other Source Description: Not reported
Eligibility Indicator: I - INELIGIBLE
Site Manager: DEEN_D
Site Mgr End Date: 05/10/2003
Tank Office: PCLP17 - FL DOH IN ESCAMBIA COUNTY

Contaminated Media:
Discharge Date: 08/09/2001
Pct Discharge Combined With: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: NFA - NFA COMPLETE
Disch Cleanup Status Date: 05/29/2003
Cleanup Work Status: COMPLETED
Information Source: D - DISCHARGE NOTIFICATION
Other Source Description: Not reported

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: S105298404 **DIST/DIR:** 0.296 SE **ELEVATION:** 16 **MAP ID:** C14

NAME: DESTIN FISHING FLEET INC

Rev: 07/02/2018

ADDRESS: 210-F US HWY 98 E
DESTIN, FL 32541
OKALOOSA

ID/Status: CLOSED
ID/Status: 9803574
ID/Status: NFA - NFA COMPLETE

SOURCE: FL Department of Environmental Protection

Elig Indicator: I - INELIGIBLE
Site Manager: DEEN_D
Site Mgr End Date: 05/10/2003
Tank Office: PCLP17 - FL DOH IN ESCAMBIA CO
Contaminated Drinking Wells: Not reported
Contaminated Monitoring Well: No
Contaminated Soil: Yes
Contaminated Surface Water: Yes
Contaminated Ground Water: No
Pollutant: L - Waste Oil
Pollutant Other Description: Not reported
Gallons Discharged: Not reported

Task Information:
District: NWD
Facility ID: 9803574
Facility Status: CLOSED
Facility Type: C - Fuel user/Non-retail -
County: OKALOOSA
County ID: 46
Cleanup Eligibility Status: I
Source Effective Date: 05-10-2003
Discharge Date: 08-09-2001
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: NFA - NFA COMPLETE
Disch Cleanup Status Date: 05-29-2003
SRC Action Type: NFA - NO FURTHER ACTION
SRC Submit Date: 01-23-2003
SRC Review Date: 03-03-2003
SRC Completion Status: A - APPROVED
SRC Issue Date: 05-29-2003
SRC Comment: Not reported
Cleanup Work Status: COMPLETED
Site Mgr: DEEN_D
Site Mgr End Date: 05-10-2003
Tank Office: PCLP17 - Escambia County
SR Task ID: 74912
SR Cleanup Responsible: -
SR Funding Eligibility Type: -
SR Actual Cost: Not reported
SR Completion Date: 02-26-2002
SR Payment Date: Not reported
SR Oral Date: Not reported
SR Written Date: Not reported
SR Soil Removal: Y

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: S105298404 **DIST/DIR:** 0.296 SE **ELEVATION:** 16 **MAP ID:** C14

NAME: DESTIN FISHING FLEET INC

Rev: 07/02/2018

ADDRESS: 210-F US HWY 98 E
DESTIN, FL 32541
OKALOOSA

ID/Status: CLOSED
ID/Status: 9803574
ID/Status: NFA - NFA COMPLETE

SOURCE: FL Department of Environmental Protection

SR Free Product Removal: Not reported
SR Soil Tonnage Removed: 7
SR Soil Treatment: Not reported
SR Other Treatment: Not reported
SR Alternate Proc Received Date: Not reported
SR Alternate Procedure Status: Not reported
SR Alternate Procedure Status Date: Not reported
SR Alternate Procedure Comments: Not reported
SA Task ID: 69547
SA Cleanup Responsible: -
SA Funding Eligibility Type: -
SA Actual Cost: Not reported
SA Completion Date: Not reported
SA Payment Date: Not reported
RAP Task ID: Not reported
RAP Cleanup Responsible ID: -
RAP Funding Eligibility Type: -
RAP Actual Cost: Not reported
RAP Completion Date: Not reported
RAP Payment Date: Not reported
RAP Last Order Approved: Not reported
RA Task ID: 71118
RA Cleanup Responsible: -
RA Funding Eligibility Type: -
RA Years to Complete: 0
RA Actual Cost: Not reported

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Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363358 **DIST/DIR:** 0.359 NNE **ELEVATION:** 10 **MAP ID:** 15

NAME: DESTIN WATER USERS-WELL #5

Rev: 07/02/2018

ADDRESS: CALHOUN AVE
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8734156
ID/Status: NREQ - CLEANUP NOT REQUIRED

SOURCE: FL Department of Environmental Protection

LUST:

Region: STATE
Facility Id: 8734156
Facility Status: CLOSED
Facility Type: H - Local Government
Facility Phone: (904)837-6146
Facility Cleanup Rank: Not reported
District: Northwest District
Lat/Long (dms): 30 24 3.6651 / 86 30 32.7488
Section: Not reported
Township: Not reported
Range: Not reported
Feature: Not reported
Method: DGPS
Datum: 0
Score: 74
Score Effective Date: 01/03/2002
Score When Ranked: Not reported
Operator: ERIK SMITH
Name Update: Not reported
Address Update: Not reported

Discharge Cleanup Summary:
Discharge Date: 04/07/1992
PCT Discharge Combined: Not reported
Cleanup Required: N - NO CLEANUP REQUIRED
Discharge Cleanup Status: NREQ - CLEANUP NOT REQUIRED
Disch Cleanup Status Date: 08/05/2004
Cleanup Work Status: COMPLETED
Information Source: D - DISCHARGE NOTIFICATION
Other Source Description: Not reported
Eligibility Indicator: I - INELIGIBLE
Site Manager: SCHAEFFER_RA
Site Mgr End Date: 11/21/2002
Tank Office: PCLP17 - FL DOH IN ESCAMBIA COUNTY

Contaminated Media:
Discharge Date: 04/07/1992
Pct Discharge Combined With: Not reported
Cleanup Required: N - NO CLEANUP REQUIRED
Discharge Cleanup Status: NREQ - CLEANUP NOT REQUIRED
Disch Cleanup Status Date: 08/05/2004
Cleanup Work Status: COMPLETED
Information Source: D - DISCHARGE NOTIFICATION
Other Source Description: Not reported

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363358 **DIST/DIR:** 0.359 NNE **ELEVATION:** 10 **MAP ID:** 15

NAME: DESTIN WATER USERS-WELL #5

Rev: 07/02/2018

ADDRESS: CALHOUN AVE
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8734156
ID/Status: NREQ - CLEANUP NOT REQUIRED

SOURCE: FL Department of Environmental Protection

Elig Indicator: I - INELIGIBLE
Site Manager: SCHAEFFER_RA
Site Mgr End Date: 11/21/2002
Tank Office: PCLP17 - FL DOH IN ESCAMBIA CO
Contaminated Drinking Wells: 0
Contaminated Monitoring Well: Yes
Contaminated Soil: No
Contaminated Surface Water: No
Contaminated Ground Water: Yes
Pollutant: D - Vehicular Diesel
Pollutant Other Description: Not reported
Gallons Discharged: Not reported

Task Information:
District: NWD
Facility ID: 8734156
Facility Status: CLOSED
Facility Type: H - Local Government -
County: OKALOOSA
County ID: 46
Cleanup Eligibility Status: I
Source Effective Date: Not reported
Discharge Date: 04-07-1992
Cleanup Required: N - NO CLEANUP REQUIRED
Discharge Cleanup Status: NREQ - CLEANUP NOT REQUIRED
Disch Cleanup Status Date: 08-05-2004
SRC Action Type: -
SRC Submit Date: Not reported
SRC Review Date: Not reported
SRC Completion Status: -
SRC Issue Date: Not reported
SRC Comment: Not reported
Cleanup Work Status: COMPLETED
Site Mgr: SCHAEFFER_RA
Site Mgr End Date: 11-21-2002
Tank Office: PCLP17 - Escambia County
SR Task ID: Not reported
SR Cleanup Responsible: -
SR Funding Eligibility Type: -
SR Actual Cost: Not reported
SR Completion Date: Not reported
SR Payment Date: Not reported
SR Oral Date: Not reported
SR Written Date: Not reported
SR Soil Removal: Not reported

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363358 **DIST/DIR:** 0.359 NNE **ELEVATION:** 10 **MAP ID:** 15

NAME: DESTIN WATER USERS-WELL #5

Rev: 07/02/2018

ADDRESS: CALHOUN AVE
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8734156
ID/Status: NREQ - CLEANUP NOT REQUIRED

SOURCE: FL Department of Environmental Protection

SR Free Product Removal: Not reported
SR Soil Tonnage Removed: Not reported
SR Soil Treatment: Not reported
SR Other Treatment: Not reported
SR Alternate Proc Received Date: Not reported
SR Alternate Procedure Status: Not reported
SR Alternate Procedure Status Date: Not reported
SR Alternate Procedure Comments: Not reported
SA Task ID: 74537
SA Cleanup Responsible: -
SA Funding Eligibility Type: -
SA Actual Cost: Not reported
SA Completion Date: Not reported
SA Payment Date: Not reported
RAP Task ID: Not reported
RAP Cleanup Responsible ID: -
RAP Funding Eligibility Type: -
RAP Actual Cost: Not reported
RAP Completion Date: Not reported
RAP Payment Date: Not reported
RAP Last Order Approved: Not reported
RA Task ID: 68807
RA Cleanup Responsible: -
RA Funding Eligibility Type: -
RA Years to Complete: 0
RA Actual Cost: Not reported

[Click here for Florida Oculus:](#)

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U003345572 **DIST/DIR:** 0.386 SE **ELEVATION:** 13 **MAP ID:** 16

NAME: EAST PASS MARINA-TATE OIL CO INC

Rev: 07/02/2018

ADDRESS: 240 HARBOR BLVD
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8512264
ID/Status: SRCR - SRCR COMPLETE

SOURCE: FL Department of Environmental Protection

LUST:

Region: STATE
Facility Id: 8512264
Facility Status: CLOSED
Facility Type: V - Marine/Coastal Fuel Storage
Facility Phone: (904)682-5127
Facility Cleanup Rank: 936
District: Northwest District
Lat/Long (dms): 30 23 34.6359 / 86 30 23.0263
Section: Not reported
Township: Not reported
Range: Not reported
Feature: Not reported
Method: DGPS
Datum: 0
Score: 30
Score Effective Date: 09/02/2011
Score When Ranked: 74
Operator: TATE, ROBERT
Name Update: Not reported
Address Update: 03/30/2016

Discharge Cleanup Summary:
Discharge Date: 08/17/1987
PCT Discharge Combined: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Disch Cleanup Status Date: 06/03/2016
Cleanup Work Status: COMPLETED
Information Source: E - EDI
Other Source Description: Not reported
Eligibility Indicator: E - ELIGIBLE
Site Manager: LYTTLE_AP
Site Mgr End Date: 05/16/2016
Tank Office: PCLP17 - FL DOH IN ESCAMBIA COUNTY

Petroleum Cleanup Program Eligibility:
Facility ID: 8512264
Discharge Date: 17-AUG-87
Pct Discharge Combined With: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Disch Cleanup Status Date: 06/03/2016
Cleanup Work Status: COMPLETED
Information Source: E - EDI

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U003345572 **DIST/DIR:** 0.386 SE **ELEVATION:** 13 **MAP ID:** 16

NAME: EAST PASS MARINA-TATE OIL CO INC

Rev: 07/02/2018

ADDRESS: 240 HARBOR BLVD
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8512264
ID/Status: SRCR - SRCR COMPLETE

SOURCE: FL Department of Environmental Protection

Other Source Description: Not reported
Application Received Date: 22-JUN-88
Cleanup Program: E - EARLY DETECTION INCENTIVE
Eligibility Status: 24-AUG-88
Elig Status Date: 24-AUG-88
Letter Of Intent Date: 11/20/1995
Redetermined: No
Inspection Date: 07/26/1988
Site Manager: LYTTLE_AP
Site Mgr End Date: 05/16/2016
Tank Office: PCLP17 - FL DOH IN ESCAMBIA COUNTY
Deductible Amount: Not reported
Deductible Paid To Date: 0
Co-Pay Amount: Not reported
Co-Pay Paid To Date: 0
Cap Amount: Not reported

Contaminated Media:
Discharge Date: 08/17/1987
Pct Discharge Combined With: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Disch Cleanup Status Date: 06/03/2016
Cleanup Work Status: COMPLETED
Information Source: E - EDI
Other Source Description: Not reported
Elig Indicator: E - ELIGIBLE
Site Manager: LYTTLE_AP
Site Mgr End Date: 05/16/2016
Tank Office: PCLP17 - FL DOH IN ESCAMBIA CO
Contaminated Drinking Wells: 0
Contaminated Monitoring Well: No
Contaminated Soil: Yes
Contaminated Surface Water: No
Contaminated Ground Water: No
Pollutant: A - Leaded Gas
Pollutant Other Description: Not reported
Gallons Discharged: Not reported
Discharge Date: 08/17/1987
Pct Discharge Combined With: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Disch Cleanup Status Date: 06/03/2016
Cleanup Work Status: COMPLETED
Information Source: E - EDI

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U003345572 **DIST/DIR:** 0.386 SE **ELEVATION:** 13 **MAP ID:** 16

NAME: EAST PASS MARINA-TATE OIL CO INC

Rev: 07/02/2018

ADDRESS: 240 HARBOR BLVD
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8512264
ID/Status: SRCR - SRCR COMPLETE

SOURCE: FL Department of Environmental Protection

Other Source Description: Not reported

Elig Indicator: E - ELIGIBLE

Site Manager: LYTTLE_AP

Site Mgr End Date: 05/16/2016

Tank Office: PCLP17 - FL DOH IN ESCAMBIA CO

Contaminated Drinking Wells: 0

Contaminated Monitoring Well: No

Contaminated Soil: Yes

Contaminated Surface Water: No

Contaminated Ground Water: No

Pollutant: D - Vehicular Diesel

Pollutant Other Description: Not reported

Gallons Discharged: Not reported

Task Information:

District: NWD

Facility ID: 8512264

Facility Status: CLOSED

Facility Type: V - Marine/Coastal Fuel Storage -

County: OKALOOSA

County ID: 46

Cleanup Eligibility Status: E

Source Effective Date: 05-16-2016

Discharge Date: 08-17-1987

Cleanup Required: R - CLEANUP REQUIRED

Discharge Cleanup Status: SRCR - SRCR COMPLETE

Disch Cleanup Status Date: 06-03-2016

SRC Action Type: SRCR - SITE REHABILITATION COMPLETION REPORT

SRC Submit Date: 03-14-2016

SRC Review Date: 03-28-2016

SRC Completion Status: A - APPROVED

SRC Issue Date: 06-03-2016

SRC Comment: Not reported

Cleanup Work Status: COMPLETED

Site Mgr: LYTTLE_AP

Site Mgr End Date: 05-16-2016

Tank Office: PCLP17 - Escambia County

SR Task ID: 6502

SR Cleanup Responsible: ST - STATE

SR Funding Eligibility Type: -

SR Actual Cost: Not reported

SR Completion Date: 02-17-2004

SR Payment Date: Not reported

SR Oral Date: Not reported

SR Written Date: Not reported

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U003345572 **DIST/DIR:** 0.386 SE **ELEVATION:** 13 **MAP ID:** 16

NAME: EAST PASS MARINA-TATE OIL CO INC

Rev: 07/02/2018

ADDRESS: 240 HARBOR BLVD
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8512264
ID/Status: SRCR - SRCR COMPLETE

SOURCE: FL Department of Environmental Protection

SR Soil Removal: Y
SR Free Product Removal: Not reported
SR Soil Tonnage Removed: 430
SR Soil Treatment: Not reported
SR Other Treatment: Not reported
SR Alternate Proc Received Date: Not reported
SR Alternate Procedure Status: Not reported
SR Alternate Procedure Status Date: Not reported
SR Alternate Procedure Comments: Not reported
SA Task ID: 6503
SA Cleanup Responsible: ST - STATE
SA Funding Eligibility Type: -
SA Actual Cost: Not reported
SA Completion Date: Not reported
SA Payment Date: Not reported
RAP Task ID: 6504
RAP Cleanup Responsible ID: ST - STATE
RAP Funding Eligibility Type: -
RAP Actual Cost: Not reported
RAP Completion Date: 03-31-2003
RAP Payment Date: Not reported
RAP Last Order Approved: Not reported
RA Task ID: 6505
RA Cleanup Responsible: ST - STATE
RA Funding Eligibility Type: -
RA Years to Complete: 0
RA Actual Cost: Not reported

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Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U003345541 **DIST/DIR:** 0.409 ESE **ELEVATION:** 20 **MAP ID:** 17

NAME: CAPT BEN MARLERS BOAT SERVICE

Rev: 07/02/2018

ADDRESS: 306 HWY 98 E
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8735912
ID/Status: SRCR - SRCR COMPLETE

SOURCE: FL Department of Environmental Protection

LUST:

Region: STATE
Facility Id: 8735912
Facility Status: CLOSED
Facility Type: V - Marine/Coastal Fuel Storage
Facility Phone: (850)837-6313
Facility Cleanup Rank: Not reported
District: Northwest District
Lat/Long (dms): 30 23 34.9221 / 86 30 17.8194
Section: 000
Township: 02S
Range: 22W
Feature: Not reported
Method: DGPS
Datum: 0
Score: 79
Score Effective Date: 11/04/1997
Score When Ranked: Not reported
Operator: CAPT BEN MARLER
Name Update: Not reported
Address Update: 04/12/2000

Discharge Cleanup Summary:
Discharge Date: 05/13/1992
PCT Discharge Combined: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Disch Cleanup Status Date: 03/31/1999
Cleanup Work Status: COMPLETED
Information Source: D - DISCHARGE NOTIFICATION
Other Source Description: Not reported
Eligibility Indicator: E - ELIGIBLE
Site Manager: LOCKENBACH_R
Site Mgr End Date: 03/09/1998
Tank Office: PCTM6 - PETROLEUM CLEANUP TEAM 6
Discharge Date: 12/28/1988
PCT Discharge Combined: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Disch Cleanup Status Date: 03/31/1999
Cleanup Work Status: COMPLETED
Information Source: E - EDI
Other Source Description: Not reported
Eligibility Indicator: E - ELIGIBLE
Site Manager: LOCKENBACH_R

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U003345541 **DIST/DIR:** 0.409 ESE **ELEVATION:** 20 **MAP ID:** 17

NAME: CAPT BEN MARLERS BOAT SERVICE

Rev: 07/02/2018

ADDRESS: 306 HWY 98 E
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8735912
ID/Status: SRCR - SRCR COMPLETE

SOURCE: FL Department of Environmental Protection

Site Mgr End Date: 03/09/1998

Tank Office: PCTM6 - PETROLEUM CLEANUP TEAM 6

Petroleum Cleanup Program Eligibility:

Facility ID: 8735912

Discharge Date: 13-MAY-92

Pct Discharge Combined With: Not reported

Cleanup Required: R - CLEANUP REQUIRED

Discharge Cleanup Status: SRCR - SRCR COMPLETE

Disch Cleanup Status Date: 03/31/1999

Cleanup Work Status: COMPLETED

Information Source: D - DISCHARGE NOTIFICATION

Other Source Description: Not reported

Application Received Date: 25-JUN-92

Cleanup Program: P - PETROLEUM LIABILITY AND RESTORATION INSURANCE PROGRAM

Eligibility Status: 03-DEC-93

Elig Status Date: 03-DEC-93

Letter Of Intent Date: 06/25/1992

Redetermined: No

Inspection Date: 06/18/1992

Site Manager: LOCKENBACH_R

Site Mgr End Date: 03/09/1998

Tank Office: PCTM6 - PETROLEUM CLEANUP TEAM 6

Deductible Amount: 500

Deductible Paid To Date: 0

Co-Pay Amount: 0

Co-Pay Paid To Date: 0

Cap Amount: 1000000

Facility ID: 8735912

Discharge Date: 28-DEC-88

Pct Discharge Combined With: Not reported

Cleanup Required: R - CLEANUP REQUIRED

Discharge Cleanup Status: SRCR - SRCR COMPLETE

Disch Cleanup Status Date: 03/31/1999

Cleanup Work Status: COMPLETED

Information Source: E - EDI

Other Source Description: Not reported

Application Received Date: 30-DEC-88

Cleanup Program: E - EARLY DETECTION INCENTIVE

Eligibility Status: 12-SEP-89

Elig Status Date: 12-SEP-89

Letter Of Intent Date: Not reported

Redetermined: No

Inspection Date: 05/22/1989

Site Manager: LOCKENBACH_R

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Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U003345541 **DIST/DIR:** 0.409 ESE **ELEVATION:** 20 **MAP ID:** 17

NAME: CAPT BEN MARLERS BOAT SERVICE

Rev: 07/02/2018

ADDRESS: 306 HWY 98 E
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8735912
ID/Status: SRCR - SRCR COMPLETE

SOURCE: FL Department of Environmental Protection

Site Mgr End Date: 03/09/1998
Tank Office: PCTM6 - PETROLEUM CLEANUP TEAM 6
Deductible Amount: Not reported
Deductible Paid To Date: 0
Co-Pay Amount: Not reported
Co-Pay Paid To Date: 0
Cap Amount: Not reported

Contaminated Media:
Discharge Date: 05/13/1992
Pct Discharge Combined With: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Disch Cleanup Status Date: 03/31/1999
Cleanup Work Status: COMPLETED
Information Source: D - DISCHARGE NOTIFICATION
Other Source Description: Not reported
Elig Indicator: E - ELIGIBLE
Site Manager: LOCKENBACH_R
Site Mgr End Date: 03/09/1998
Tank Office: PCTM6 - PETROLEUM CLEANUP TEAM
Contaminated Drinking Wells: Not reported
Contaminated Monitoring Well: Not reported
Contaminated Soil: Not reported
Contaminated Surface Water: Not reported
Contaminated Ground Water: Not reported
Pollutant: D - Vehicular Diesel
Pollutant Other Description: Not reported
Gallons Discharged: Not reported
Discharge Date: 12/28/1988
Pct Discharge Combined With: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Disch Cleanup Status Date: 03/31/1999
Cleanup Work Status: COMPLETED
Information Source: E - EDI
Other Source Description: Not reported
Elig Indicator: E - ELIGIBLE
Site Manager: LOCKENBACH_R
Site Mgr End Date: 03/09/1998
Tank Office: PCTM6 - PETROLEUM CLEANUP TEAM
Contaminated Drinking Wells: 0
Contaminated Monitoring Well: Yes
Contaminated Soil: Yes
Contaminated Surface Water: No

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U003345541 **DIST/DIR:** 0.409 ESE **ELEVATION:** 20 **MAP ID:** 17

NAME: CAPT BEN MARLERS BOAT SERVICE

Rev: 07/02/2018

ADDRESS: 306 HWY 98 E
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8735912
ID/Status: SRCR - SRCR COMPLETE

SOURCE: FL Department of Environmental Protection

Contaminated Ground Water: No
Pollutant: D - Vehicular Diesel
Pollutant Other Description: Not reported
Gallons Discharged: Not reported

Task Information:

District: NWD
Facility ID: 8735912
Facility Status: CLOSED
Facility Type: V - Marine/Coastal Fuel Storage -
County: OKALOOSA
County ID: 46
Cleanup Eligibility Status: E
Source Effective Date: 03-09-1998
Discharge Date: 05-13-1992
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Disch Cleanup Status Date: 03-31-1999
SRC Action Type: SRCR - SITE REHABILITATION COMPLETION REPORT
SRC Submit Date: 03-06-1998
SRC Review Date: 03-09-1998
SRC Completion Status: A - APPROVED
SRC Issue Date: 03-31-1999
SRC Comment: MW ABAN APPROVED
Cleanup Work Status: COMPLETED
Site Mgr: LOCKENBACH_R
Site Mgr End Date: 03-09-1998
Tank Office: PCTM6 - Team 6
SR Task ID: Not reported
SR Cleanup Responsible: -
SR Funding Eligibility Type: -
SR Actual Cost: Not reported
SR Completion Date: Not reported
SR Payment Date: Not reported
SR Oral Date: Not reported
SR Written Date: Not reported
SR Soil Removal: Not reported
SR Free Product Removal: Not reported
SR Soil Tonnage Removed: Not reported
SR Soil Treatment: Not reported
SR Other Treatment: Not reported
SR Alternate Proc Received Date: Not reported
SR Alternate Procedure Status: Not reported
SR Alternate Procedure Status Date: Not reported
SR Alternate Procedure Comments: Not reported

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U003345541 **DIST/DIR:** 0.409 ESE **ELEVATION:** 20 **MAP ID:** 17

NAME: CAPT BEN MARLERS BOAT SERVICE

Rev: 07/02/2018

ADDRESS: 306 HWY 98 E
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8735912
ID/Status: SRCR - SRCR COMPLETE

SOURCE: FL Department of Environmental Protection

SA Task ID: 60424
SA Cleanup Responsible: -
SA Funding Eligibility Type: -
SA Actual Cost: Not reported
SA Completion Date: Not reported
SA Payment Date: Not reported
RAP Task ID: Not reported
RAP Cleanup Responsible ID: -
RAP Funding Eligibility Type: -
RAP Actual Cost: Not reported
RAP Completion Date: Not reported
RAP Payment Date: Not reported
RAP Last Order Approved: Not reported
RA Task ID: 60423
RA Cleanup Responsible: -
RA Funding Eligibility Type: -
RA Years to Complete: 0
RA Actual Cost: Not reported
District: NWD
Facility ID: 8735912
Facility Status: CLOSED
Facility Type: V - Marine/Coastal Fuel Storage -
County: OKALOOSA
County ID: 46
Cleanup Eligibility Status: E
Source Effective Date: 03-09-1998
Discharge Date: 12-28-1988
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Disch Cleanup Status Date: 03-31-1999
SRC Action Type: SRCR - SITE REHABILITATION COMPLETION REPORT
SRC Submit Date: 03-05-1998
SRC Review Date: 03-09-1998
SRC Completion Status: A - APPROVED
SRC Issue Date: 03-31-1999
SRC Comment: MW ABAN APPROVED
Cleanup Work Status: COMPLETED
Site Mgr: LOCKENBACH_R
Site Mgr End Date: 03-09-1998
Tank Office: PCTM6 - Team 6
SR Task ID: 6060
SR Cleanup Responsible: ST - STATE
SR Funding Eligibility Type: -
SR Actual Cost: Not reported
SR Completion Date: Not reported

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U003345541 **DIST/DIR:** 0.409 ESE **ELEVATION:** 20 **MAP ID:** 17

NAME: CAPT BEN MARLERS BOAT SERVICE

Rev: 07/02/2018

ADDRESS: 306 HWY 98 E
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8735912
ID/Status: SRCR - SRCR COMPLETE

SOURCE: FL Department of Environmental Protection

SR Payment Date: Not reported
SR Oral Date: Not reported
SR Written Date: Not reported
SR Soil Removal: Not reported
SR Free Product Removal: Not reported
SR Soil Tonnage Removed: Not reported
SR Soil Treatment: Not reported
SR Other Treatment: Not reported
SR Alternate Proc Received Date: Not reported
SR Alternate Procedure Status: Not reported
SR Alternate Procedure Status Date: Not reported
SR Alternate Procedure Comments: Not reported
SA Task ID: 6061
SA Cleanup Responsible: ST - STATE
SA Funding Eligibility Type: -
SA Actual Cost: Not reported
SA Completion Date: Not reported
SA Payment Date: Not reported
RAP Task ID: 6062
RAP Cleanup Responsible ID: ST - STATE
RAP Funding Eligibility Type: -
RAP Actual Cost: Not reported
RAP Completion Date: Not reported
RAP Payment Date: Not reported
RAP Last Order Approved: Not reported
RA Task ID: 6063
RA Cleanup Responsible: ST - STATE
RA Funding Eligibility Type: -
RA Years to Complete: 0
RA Actual Cost: Not reported

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Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

SWF/LF

EDR ID: S113898444 **DIST/DIR:** 0.422 NE **ELEVATION:** 13 **MAP ID:** 18

NAME: TERESA MOTES

Rev: 07/16/2018

ADDRESS: 230 SIBERT AVENUE, LOT 1A
DESTIN, FL 32541
OKALOOSA

ID/Status: 100980
ID/Status: INACTIVE (I)

SOURCE: FL Department of Environmental Protection

SWF/LF:

Facility ID: 100980

District: NWD

Lat/Long: :: / ::

Class Type: 754

Classification: WASTE TIRE COLLECTOR

Class Status: INACTIVE (I)

Section: Not reported

Township: Not reported

Range: Not reported

Responsible Authority Name: Not reported

Responsible Authority Address: Not reported

Responsible Authority City,St,Zip: Not reported

Responsible Authority Phone: Not reported

EMail Address1: Not reported

EMail Address2: Not reported

Site Supervisor Name: Not reported

Site Supervisor Addr: Not reported

Site Supervisor City/State/Zip: Not reported

Site Supervisor Telephone: Not reported

Land Owner Name: Not reported

Land Owner Address: Not reported

Land Owner City/State/Zip: Not reported

Land Owner Telephone: Not reported

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Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363093 **DIST/DIR:** 0.453 ESE **ELEVATION:** 16 **MAP ID:** 19

NAME: BLUE CHIP STATION

Rev: 07/02/2018

ADDRESS: US 98 E
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8512216
ID/Status: RA - RA ONGOING

SOURCE: FL Department of Environmental Protection

LUST:

Region: STATE
Facility Id: 8512216
Facility Status: CLOSED
Facility Type: A - Retail Station
Facility Phone: (904)837-3910
Facility Cleanup Rank: 2597
District: Northwest District
Lat/Long (dms): 30 23 37.6548 / 86 30 8.8848
Section: Not reported
Township: Not reported
Range: Not reported
Feature: Not reported
Method: DGPS
Datum: 0
Score: 10
Score Effective Date: 04/03/2012
Score When Ranked: 55
Operator: JUNG NAM KANG
Name Update: Not reported
Address Update: Not reported

Petroleum Cleanup PCT Facility Score:
Facility Cleanup Status: ONGO - ONGOING
Contact: ROY COLE
Contact Company: MOORE OIL OF FL INC
Contact Address: PO BOX 4947
Contact City/State/Zip: MONROE, LA 71211
Phone: (318)388-2111
Bad Address Ind: N
State: FL
Zip: 32541
Score: 10
Score Effective Date: 03-APR-12
Related Party ID: 14873
Primary RP Role: ACCOUNT OWNER
RP Begin Date: 05/20/1994
RP Zip: Not reported
RP Extension: Not reported

Discharge Cleanup Summary:
Discharge Date: 10/01/1988
PCT Discharge Combined: Not reported
Cleanup Required: R - CLEANUP REQUIRED

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363093 **DIST/DIR:** 0.453 ESE **ELEVATION:** 16 **MAP ID:** 19

NAME: BLUE CHIP STATION

Rev: 07/02/2018

ADDRESS: US 98 E
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8512216
ID/Status: RA - RA ONGOING

SOURCE: FL Department of Environmental Protection

Discharge Cleanup Status: RA - RA ONGOING
Disch Cleanup Status Date: 08/30/2004
Cleanup Work Status: INACTIVE
Information Source: E - EDI
Other Source Description: Not reported
Eligibility Indicator: E - ELIGIBLE
Site Manager: LUTZ_KD
Site Mgr End Date: 10/30/2017
Tank Office: PCLP17 - FL DOH IN ESCAMBIA COUNTY

Petroleum Cleanup Program Eligibility:
Facility ID: 8512216
Discharge Date: 01-OCT-88
Pct Discharge Combined With: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: RA - RA ONGOING
Disch Cleanup Status Date: 08/30/2004
Cleanup Work Status: INACTIVE
Information Source: E - EDI
Other Source Description: Not reported
Application Received Date: 30-DEC-88
Cleanup Program: E - EARLY DETECTION INCENTIVE
Eligibility Status: 03-JUN-94
Elig Status Date: 03-JUN-94
Letter Of Intent Date: Not reported
Redetermined: No
Inspection Date: 06/05/1991
Site Manager: LUTZ_KD
Site Mgr End Date: 10/30/2017
Tank Office: PCLP17 - FL DOH IN ESCAMBIA COUNTY
Deductible Amount: Not reported
Deductible Paid To Date: 0
Co-Pay Amount: Not reported
Co-Pay Paid To Date: 0
Cap Amount: Not reported

Contaminated Media:
Discharge Date: 10/01/1988
Pct Discharge Combined With: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: RA - RA ONGOING
Disch Cleanup Status Date: 08/30/2004
Cleanup Work Status: INACTIVE
Information Source: E - EDI
Other Source Description: Not reported
Elig Indicator: E - ELIGIBLE

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363093 **DIST/DIR:** 0.453 ESE **ELEVATION:** 16 **MAP ID:** 19

NAME: BLUE CHIP STATION

Rev: 07/02/2018

ADDRESS: US 98 E
DESTIN, FL 32541

ID/Status: CLOSED
ID/Status: 8512216
ID/Status: RA - RA ONGOING

SOURCE: FL Department of Environmental Protection

Site Manager: LUTZ_KD
Site Mgr End Date: 10/30/2017
Tank Office: PCLP17 - FL DOH IN ESCAMBIA CO
Contaminated Drinking Wells: 0
Contaminated Monitoring Well: No
Contaminated Soil: Yes
Contaminated Surface Water: No
Contaminated Ground Water: No
Pollutant: Y - Unknown/Not Reported
Pollutant Other Description: Not reported
Gallons Discharged: Not reported

Task Information:

District: NWD
Facility ID: 8512216
Facility Status: CLOSED
Facility Type: A - Retail Station -
County: OKALOOSA
County ID: 46
Cleanup Eligibility Status: E
Source Effective Date: Not reported
Discharge Date: 10-01-1988
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: RA - RA ONGOING
Disch Cleanup Status Date: 08-30-2004
SRC Action Type: -
SRC Submit Date: Not reported
SRC Review Date: Not reported
SRC Completion Status: -
SRC Issue Date: Not reported
SRC Comment: Not reported
Cleanup Work Status: INACTIVE
Site Mgr: LUTZ_KD
Site Mgr End Date: 10-30-2017
Tank Office: PCLP17 - Escambia County
SR Task ID: Not reported
SR Cleanup Responsible: -
SR Funding Eligibility Type: -
SR Actual Cost: Not reported
SR Completion Date: Not reported
SR Payment Date: Not reported
SR Oral Date: Not reported
SR Written Date: Not reported
SR Soil Removal: Not reported
SR Free Product Removal: Not reported

- Continued on next page -

Site Detail Report

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

LUST

EDR ID: U001363093 **DIST/DIR:** 0.453 ESE **ELEVATION:** 16 **MAP ID:** 19

NAME: BLUE CHIP STATION

Rev: 07/02/2018

ADDRESS: US 98 E

ID/Status: CLOSED

DESTIN, FL 32541

ID/Status: 8512216

ID/Status: RA - RA ONGOING

SOURCE: FL Department of Environmental Protection

SR Soil Tonnage Removed: Not reported
SR Soil Treatment: Not reported
SR Other Treatment: Not reported
SR Alternate Proc Received Date: Not reported
SR Alternate Procedure Status: Not reported
SR Alternate Procedure Status Date: Not reported
SR Alternate Procedure Comments: Not reported
SA Task ID: 5888
SA Cleanup Responsible: -
SA Funding Eligibility Type: -
SA Actual Cost: Not reported
SA Completion Date: Not reported
SA Payment Date: Not reported
RAP Task ID: 5889
RAP Cleanup Responsible ID: ST - STATE
RAP Funding Eligibility Type: -
RAP Actual Cost: Not reported
RAP Completion Date: 07-31-2003
RAP Payment Date: Not reported
RAP Last Order Approved: Not reported
RA Task ID: 5890
RA Cleanup Responsible: ST - STATE
RA Funding Eligibility Type: -
RA Years to Complete: Not reported
RA Actual Cost: Not reported

[Click here for Florida Oculus:](#)

Database Descriptions

NPL: NPL National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices. NPL - National Priority List Proposed NPL - Proposed National Priority List Sites.

NPL Delisted: Delisted NPL The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate. Delisted NPL - National Priority List Deletions

CERCLIS: SEMS SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly known as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL. SEMS - Superfund Enterprise Management System

NFRAP: SEMS-ARCHIVE SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be potential NPL site. SEMS-ARCHIVE - Superfund Enterprise Management System Archive

RCRA COR ACT: CORRACTS CORRACTS identifies hazardous waste handlers with RCRA corrective action activity. CORRACTS - Corrective Action Report

RCRA TSD: RCRA-TSDF RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste. RCRA-TSDF - RCRA - Treatment, Storage and Disposal

RCRA GEN: RCRA-LQG RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month. RCRA-LQG - RCRA - Large Quantity Generators RCRA-SQG - RCRA - Small Quantity Generators. RCRA-CESQG - RCRA - Conditionally Exempt Small Quantity Generators.

Federal IC / EC: US ENG CONTROLS A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health. US ENG CONTROLS - Engineering Controls Sites List US INST CONTROL - Sites with Institutional Controls.

Database Descriptions

ERNS: ERNS Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances. ERNS - Emergency Response Notification System

State/Tribal CERCLIS: SHWS State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state. SHWS - Florida's State-Funded Action Sites

State/Tribal SWL: SWF/LF Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites. SWF/LF - Solid Waste Facility Database

State/Tribal LTANKS: LAST LUST - Petroleum Contamination Detail Report. Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state. LUST - Petroleum Contamination Detail Report
INDIAN LUST R1 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R7 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R5 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R9 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R10 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R8 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R4 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R6 - Leaking Underground Storage Tanks on Indian Land.

State/Tribal Tanks: UST Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program. UST - Storage Tank Facility Information AST - Storage Tank Facility Information. BROWARD CO AST - Aboveground Storage Tanks. INDIAN UST R9 - Underground Storage Tanks on Indian Land. INDIAN UST R10 - Underground Storage Tanks on Indian Land. INDIAN UST R8 - Underground Storage Tanks on Indian Land. INDIAN UST R5 - Underground Storage Tanks on Indian Land. INDIAN UST R6 - Underground Storage Tanks on Indian Land. INDIAN UST R7 - Underground Storage Tanks on Indian Land. INDIAN UST R1 - Underground Storage Tanks on Indian Land. INDIAN UST R4 - Underground Storage Tanks on Indian Land.

State/Tribal IC / EC: ENG CONTROLS The registry is a database of all contaminated sites in the state of Florida which are subject to engineering controls. Engineering Controls encompass a variety of engineered remedies to contain and/or reduce contamination, and/or physical barriers intended to limit access to property. ECs include fences, signs, guards, landfill caps, provision of potable water, slurry walls, sheet pile (vertical caps), pumping and treatment of groundwater, monitoring wells, and vapor extraction systems. ENG CONTROLS - Institutional Controls Registry Inst Control - Institutional Controls Registry.

State/Tribal VCP: VCP Listing of closed and active voluntary cleanup sites. VCP - Voluntary Cleanup Sites

ST/Tribal Brownfields: BSRA BROWNFIELDS - Brownfields Sites Database. BROWNFIELDS AREAS - Brownfields Areas Database. A "brownfield area" means a contiguous area of one or more brownfield sites, some of which may not be contaminated, that has been designated as such by a local government resolution. Such areas may include all or portions of community redevelopment areas, enterprise zones, empowerment zones, other such designated economically deprived communities and areas, and Environmental Protection Agency (EPA) designated brownfield pilot projects. This layer provides a polygon representation of the boundaries of these designated Brownfield Areas in Florida. BROWNFIELDS AREAS - Brownfields Areas Database

US Brownfields: US BROWNFIELDS Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs. US BROWNFIELDS - A Listing of Brownfields Sites

Database Descriptions

Other SWF: LF PALM BEACH LF HILLSBOROUGH - Hillsborough County LF. Hillsborough county landfill sites. LF HILLSBOROUGH - Hillsborough County LF

Other Haz Sites: PRIORITYCLEANERS The Florida Legislature has established a state-funded program to cleanup properties that are contaminated as a result of the operations of a drycleaning facility. PRIORITYCLEANERS - Priority Ranking List FL SITES - Sites List. US CDL - Clandestine Drug Labs.

Other Tanks: Broward Co. UST All known regulated storage tanks within Broward County, including those tanks that have been closed Broward Co. UST - Underground Storage Tanks Miami-Dade Co. Tanks - Storage Tanks.

Spills: HMIRS Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT. HMIRS - Hazardous Materials Information Reporting System SPILLS - Oil and Hazardous Materials Incidents. Miami-Dade Co. SPILL - Fuel Spills Cases. SPILLS 90 - SPILLS90 data from FirstSearch. SPILLS 80 - SPILLS80 data from FirstSearch.

Other: RCRA NonGen / NLR RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste. RCRA NonGen / NLR - RCRA - Non Generators / No Longer Regulated FEDLAND - Federal and Indian Lands. TSCA - Toxic Substances Control Act. TRIS - Toxic Chemical Release Inventory System. SSTS - Section 7 Tracking Systems. RAATS - RCRA Administrative Action Tracking System. PRP - Potentially Responsible Parties. PADS - PCB Activity Database System. ICIS - Integrated Compliance Information System. FTTS - FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act). FTTS INSP - FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act). MLTS - Material Licensing Tracking System. RADINFO - Radiation Information Database. BRS - Biennial Reporting System. INDIAN RESERV - Indian Reservations. US AIRS (AFS) - Aerometric Information Retrieval System Facility Subsystem (AFS). US AIRS MINOR - Air Facility System Data. FINDS - Facility Index System/Facility Registry System. DRYCLEANERS - Drycleaning Facilities. Enforcement Miami-Dade - Enforcement Case Tracking System Sites. FL Cattle Dip. Vats - Cattle Dipping Vats. DADE CO AW - Agricultural Waste Listing.

Database Sources

NPL: EPA

Updated Quarterly

NPL Delisted: EPA

Updated Quarterly

CERCLIS: EPA

Updated Quarterly

NFRAP: EPA

Updated Quarterly

RCRA COR ACT: EPA

Updated Quarterly

RCRA TSD: Environmental Protection Agency

Updated Quarterly

RCRA GEN: Environmental Protection Agency

Updated Quarterly

Federal IC / EC: Environmental Protection Agency

Varies

ERNS: National Response Center, United States Coast Guard

Updated Quarterly

State/Tribal CERCLIS: Department of Environmental Protection

Updated Semi-Annually

State/Tribal SWL: Department of Environmental Protection

Updated Quarterly

State/Tribal LTANKS: Department of Environmental Protection

Varies

State/Tribal Tanks: Department of Environmental Protection

Updated Quarterly

Database Sources

State/Tribal IC / EC: Department of Environmental Protection

Updated Semi-Annually

State/Tribal VCP: Department of Environmental Protection

Varies

ST/Tribal Brownfields: Department of Environmental Protection

Varies

US Brownfields: Environmental Protection Agency

Updated Semi-Annually

Other SWF: Palm Beach County Solid Waste Authority

Varies

Other Haz Sites: Department of Environmental Protection

Varies

Other Tanks: Broward County Environmental Protection Department

Varies

Spills: U.S. Department of Transportation

Updated Quarterly

Other: Environmental Protection Agency

Updated Quarterly

Street Name Report for Streets near the Target Property

Target Property: 108 SIBERT AVE
DESTIN, FL 32541

JOB: NA

Street Name	Dist/Dir	Street Name	Dist/Dir
Azalea Dr	0.23 ENE		
Calhoun Ave	0.12 WNW		
Commerce Dr	0.20 East		
FL-30	0.15 SSE		
Mountain Dr	0.10 ESE		
Palmetto St	0.19 ESE		
Sibert Ave	0.04 NW		
Stahlman Ave	0.08 SE		
US-98 E	0.11 South		
US-98 W	0.10 South		
Zerbe St	0.05 SW		

Environmental FirstSearch

1.000 Mile Radius

ASTM MAP: NPL, RCRA COR, STATES Sites



108 SIBERT AVE DESTIN, FL 32541



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

★ Target Property (Latitude: 30.396893 Longitude: 86.510469)

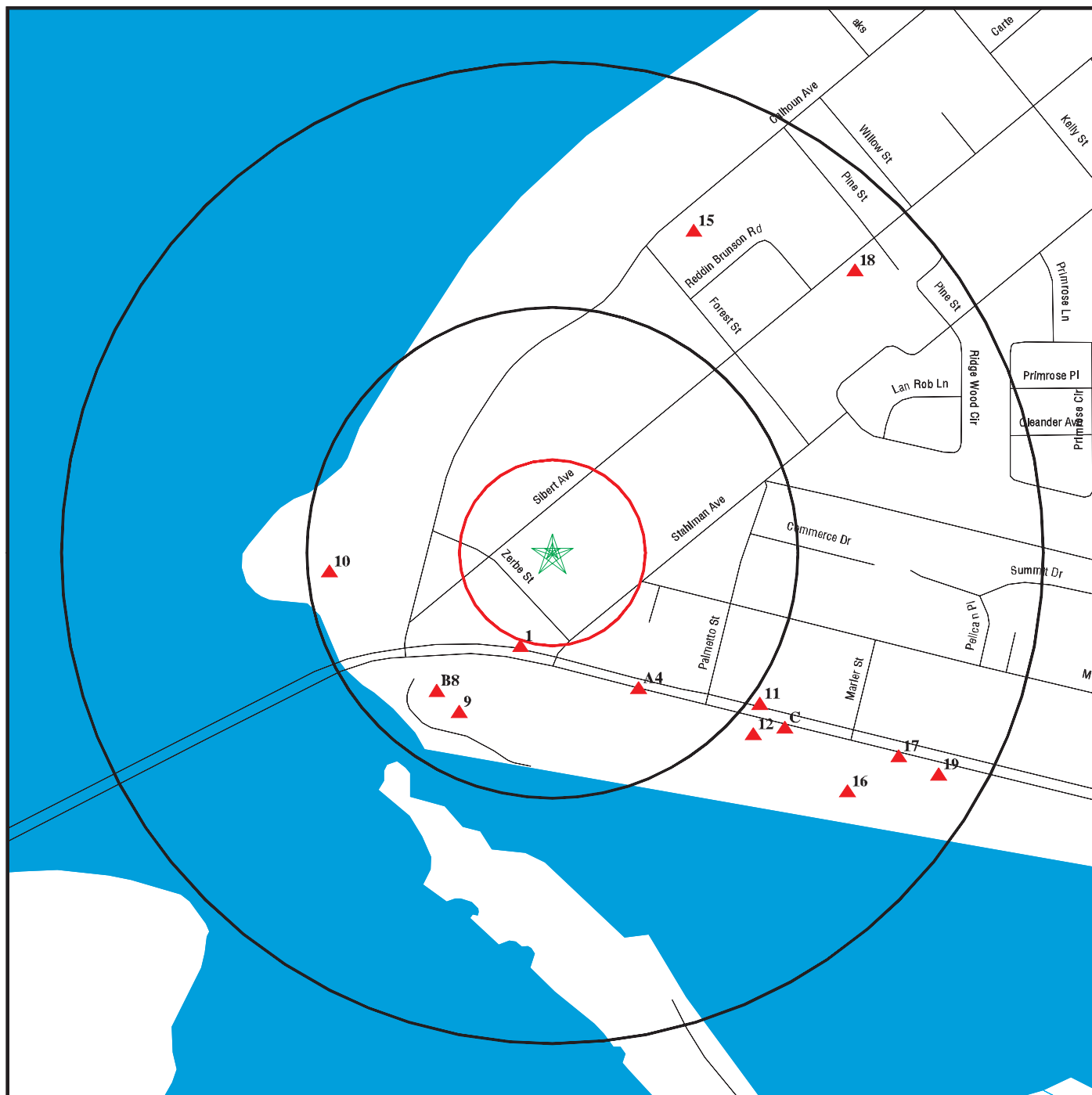
▲ Identified Sites

Indian Reservations BIA

FL Brownfield

National Priority List Sites

108 SIBERT AVE DESTIN, FL 32541



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

★ Target Property (Latitude: 30.396893 Longitude: 86.510469)

▲ Identified Sites



Indian Reservations BIA

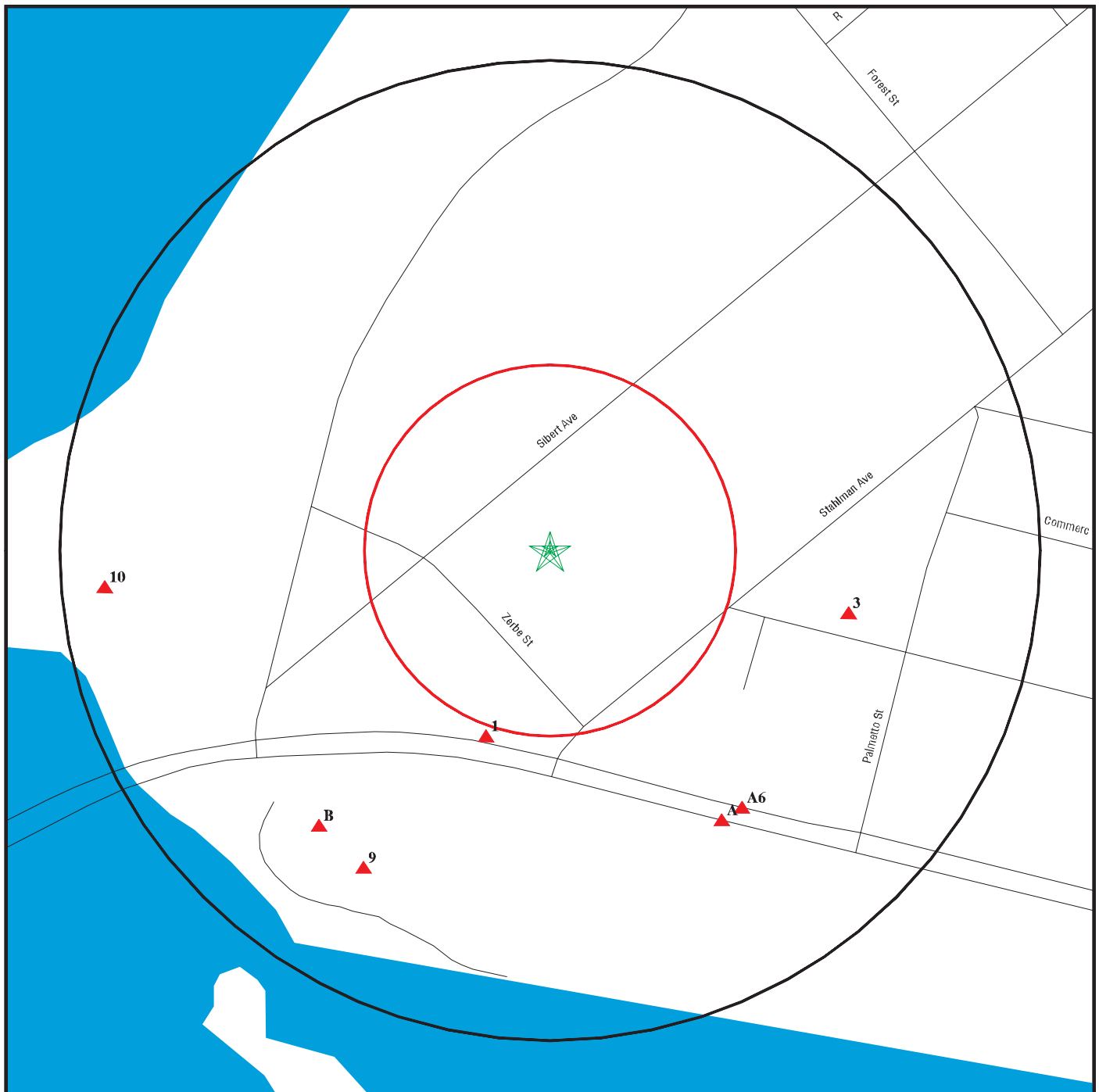


FL Brownfield



National Priority List Sites

108 SIBERT AVE DESTIN, FL 32541



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

★ Target Property (Latitude: 30.396893 Longitude: 86.510469)

▲ Identified Sites

Indian Reservations BIA

FL Brownfield

National Priority List Sites

Environmental FirstSearch

0.500 Mile Radius
Non ASTM Map, Spills, FINDS



108 SIBERT AVE DESTIN, FL 32541



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 30.396893 Longitude: 86.510469)
- ▲ Identified Sites
- 🏠 Sensitive Receptors
- 🚧 National Priority List Sites
- 🏠 Indian Reservations BIA
- 🏠 FL Brownfield

Site location Map

Topo: 0.75 Mile Radius



108 SIBERT AVE DESTIN, FL 32541



Map Image Position: TP
Map Reference Code & Name: 5648907 Fort Walton Beach
Map State(s): FL
Version Date: 2012
Map Image Position: NE
Map Reference Code & Name: 5648901 Destin
Map State(s): FL
Version Date: 2012

10.6 Interview Documentation

USER CHECKLIST

This checklist will help insure that we have everything we need to begin the Environmental Site Assessment you requested. Once you have reviewed and completed the materials in this package, please scan and email to gmiley@biome.co. If any of the questions are answered in the affirmative, please forward associated documentation to our office.

	Yes	No								
Do you have title records showing property owners over the past 50 years (title abstract not policy)?		✓								
Has there been a previous Phase I and or Phase II ESA completed for the property or a portion of the property?		✓								
Have you completed the User Questionnaire?	✓									
Have you initialed all pages where indicated?	✓									
Have you let the current property owner know that we will be calling?	✓									
What is the future or planned use of the parcel?	PARKING LOT									
How should we refer to this parcel in our report (e.g. project name)?	108 SIBERT AVENUE									
Please provide the current property owner and occupants names and telephone numbers:	PROPERTY IS VACANT; OWNED FOR OVER 30 YEARS BY WILBUR ENGLESTAD. OWNER IS REPRESENTED BY REAL ESTATE BROKER, BOBBY PARISH; RE/MAX SOUTHERN REALTY 770-861-2966									
list any party that you wish to be identified as a "user" e.g. If this study is being performed as a lender requirement, please provide the name, title, and email address of the bank officer:	<table border="0"> <tr> <td>LANCE JOHNSON, Interim City Manager</td> <td>STEVEN R. SCHMIDT, Deputy City Manager</td> </tr> <tr> <td>4200 INDIAN BAYOU TRAIL</td> <td>4200 INDIAN BAYOU TRAIL</td> </tr> <tr> <td>DESTIN, FL 32541</td> <td>DESTIN, FL 32541</td> </tr> <tr> <td>LJOHNSON@CITYOFDESTIN.COM</td> <td>SSCHMIDT@CITYOFDESTIN.COM</td> </tr> </table>		LANCE JOHNSON, Interim City Manager	STEVEN R. SCHMIDT, Deputy City Manager	4200 INDIAN BAYOU TRAIL	4200 INDIAN BAYOU TRAIL	DESTIN, FL 32541	DESTIN, FL 32541	LJOHNSON@CITYOFDESTIN.COM	SSCHMIDT@CITYOFDESTIN.COM
LANCE JOHNSON, Interim City Manager	STEVEN R. SCHMIDT, Deputy City Manager									
4200 INDIAN BAYOU TRAIL	4200 INDIAN BAYOU TRAIL									
DESTIN, FL 32541	DESTIN, FL 32541									
LJOHNSON@CITYOFDESTIN.COM	SSCHMIDT@CITYOFDESTIN.COM									

Thank you for your help! If you have any questions, please call.

Glen Miley, MS, PWS
 Biome Consulting Group
 850.221.9415
 glen@biome.co



November 7, 2018

City of Destin
c/o Scott Jenkins
Jenkins Engineering
1234 Airport Rd #126
Destin, FL 32541

RE: Phase I Environmental Site Assessment- Sibert Avenue Parcel

Dear Scott:

You have retained us to conduct of a Phase I Environmental Site Assessment (ESA) of a property in Destin, Florida. You may already be familiar with the specifics of a ESA's, but I like to give folks that order them a little background info because, often, they just know that the bank told them they had to have one and typically don't know anything about the product they receive from us.

The American Society for Tests and Materials (ASTM) has developed a very specific standard for land owners to use to satisfy the "all appropriate inquiry" demonstration in a CERCLA law-suit (phrases in quotes refer to items that have specific definitions in the standard). If an entity is sued for violations to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and can demonstrate "all appropriate inquiry" into the condition of the property prior to acquisition, then that entity is afforded several landowner liability protections including the "innocent land-owner's defense"; the "bona-fide prospective buyer defense"; and the "contiguous property owner defense". If "all appropriate inquiry" is not demonstrated, the land owner will not be able to claim liability protection. The ASTM standard E1527-13 for the Phase I Environmental Site Assessment has been designed to partially satisfy the demonstration of "all appropriate inquiry" and is specifically named in the rule. So, the only intended purpose of the Phase I is to conduct "all appropriate inquiry" so the "User" of the Phase I can apply for the identified land owner liability protections. Therefore, the Phase I is not intended to determine if a site is "clean" or to provide recommendations on how to handle various contamination issues.

The All Appropriate Inquiry rule (the Small Business Liability Relief and Brownfields Revitalization Act of 2001) includes 10 demonstrations that must be satisfactorily documented to apply the landowner liability protections. Most of those are accomplished by the environmental professional conducting the Phase I, but the "User" also has responsibilities. These include provision of information to the environmental professional. I have enclosed a copy of a questionnaire that details the User responsibilities. Failure to provide the information in the questionnaire could result in a determination that "all appropriate inquiry" is not complete.

User Initial SJS

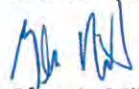
In the lingo of the Phase I, the objective is to identify a "recognized environmental condition". By definition, that is "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: due to a release to the environment; under conditions indicative of a release to the environment; or under conditions that pose a material threat of a future release to the environment.". We note that a Phase I is an inspection and includes no sampling of any kind. Should the Phase I identify a recognized condition, a Phase II investigation would be necessary to confirm or refute actual contamination on the property.

Though the Phase I was designed for the specific purposes I have outlined, the tool is actually used by many for numerous other (non-scope) purposes such as evaluation of business risk. There are many non-scope items that could potentially be accomplished by an environmental professional such as assessment of asbestos, radon, or wetlands, for example. If you desire evaluation of parameters other than recognized environmental conditions we are available to discuss such as a separate scope of work.

To assist you with documenting all appropriate inquiry we request that you acknowledge receipt and review of all of our engagement paperwork by signing or initialing where indicated.

We appreciate this opportunity to be of service. Please feel free to call me regarding any aspect of the Phase I Environmental Site Assessment that I will be preparing for you or to discuss other evaluations you may wish to consider in association with the subject property.

Respectfully,
Biome Consulting Group,



Glen A. Miley
Founding Partner



User Initial SAS

User Questionnaire

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the User must conduct the following inquiries required by 40 CFR 312.25, 312.28, 312.29, 312.30, and 312.31. The User should provide the following information to the environmental professional. Failure to conduct these inquiries could result in a determination that "all appropriate inquiries" is not complete.

1. Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25).

Did a search of recorded land title records (or judicial records) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law? NONE

2. Activity and land use limitations (AUL) that are in place on the property or that have been filed or recorded against the property (40 CFR 312.26(a)(1)(v) and (vi)).

Did a search of recorded land title records (or judicial records) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the property and or have been filed or recorded against the property under federal, tribal, state or local law? NONE

3. Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).

Do you have any specialized knowledge or experience related to the property or near-by properties? For example, are you involved in the same line of business as the current or former occupants or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by that type of business?

THE CITY OWNS THE SURROUNDING PROPERTIES. THE SUBJECT PROPERTY HAS ALWAYS BEEN USED AS RESIDENTIAL IN THE CITY'S MEMORY & RECORDS.

4. Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29).

Does the purchase price being paid for the property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower price is because contamination is known or believed to be present?

THE PURCHASE PRICE IS IDENTICAL TO THE CITY'S APPRAISAL OF THE PROPERTY, WHICH DID NOT ANTICIPATE CONTAMINATION.

5. Commonly known or reasonable ascertainable information about the property (40 CFR 312.30).

Are you aware of commonly known or reasonably ascertainable information about the property that would help the Environmental Professional to identify conditions indicative of releases or threatened releases? For example,

a. Do you know the past uses of the property? RESIDENTIAL, HOUSE AND TRAILERS.

b. Do you know of specific chemicals that are present or once were present at the property?

NONE

c. Do you know of spills or other chemical releases that have taken place at the property?

NO KNOWLEDGE OF SPILLS.

d. Do you know of any environmental cleanups that have taken place at the property?

NONE

6. The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31)

Based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of releases at the property?

NONE

User Initial SAS

10.7 Special Contractual Conditions

10.8 Qualifications of the Environmental Professional



Curriculum Vitae

Glen Adams Miley

3821 Scenic Hwy
Pensacola, Florida 32504
(850) 221-9415

BIRTHDATE: October 28, 1968

BIRTHPLACE: Mobile, Alabama

EDUCATION:

Master of Science, College of Arts and Sciences,
The University of South Alabama, May 1996.
Thesis: Patterns of sulfate reduction in the sediments of a *Juncus roemerianus* marsh.
GPA: 3.8 (4.0 scale)

Bachelor of Science, College of Arts and Sciences,
The University of Alabama, May 1993.
Major: Biology. Emphasis on Limnology and aquatic ecology
Member Beta Beta Beta: national biology honor society

ADDITIONAL

TRAINING:

- 1996 Bishop State Community College: Introduction to Geographic Information Systems using Arc View® 2.1
- 1997 Florida Association of Environmental Soil Scientists: Identification of Hydric Soils of Florida
- 1997 Hillsborough Community College: Inter-Agency Basic Prescribed Fire Training
- 1998 Conference: Florida Land Acquisition and Management - Palm Coast, Florida.
- 1999 Conference: Second Annual National Wetland Mitigation Banking Conference Atlanta, Georgia.
- 2000 Florida Association of Environmental Soil Scientists: Identification of Hydric Soils of Florida
- 2001 Hillsborough Community College: Techniques for Large Scale Ecological Restoration
- 2002 The Seminar Group: Southeast Wetlands and Water Law
- 2002 University of Florida: Forestry and Natural Resources Field Day
- 2003 ASTM Technical Training: Environmental Site Assessments for Commercial Real Estate
- 2003 US Fish and Wildlife Service: Property Record Analysis training
- 2004 Conference: Seventh Annual National Wetland Mitigation Banking Conference – New Orleans, Louisiana
- 2007 ASTM Technical Training: Environmental Site Assessments for Commercial Real Estate-Phase I & II
- 2008 University of Florida: Introduction to Stream Restoration Using Natural Channel Design Techniques
- 2009 Weeks Bay Foundation: Submerged Aquatic Vegetation Workshop
- 2009 Society of Ecological Restoration: Ecological Restoration of Coastal Habitats
- 2010 North Carolina State University: Advanced Problems in Hydric Soil Identification
- 2010 Gulf of Mexico Alliance: Techniques for Creating Living Shorelines
- 2010 Florida Fish & Wildlife Conservation Commission: Wildlife Observer Training
- 2010 Dr. Robert Mohlenbrock: Plant Identification in Wetland and Transitional Habitats of the Mississippi Gulf Coast

**ADDITIONAL
TRAINING:**

- 2010 Gulf of Mexico Alliance: "Get the Grant!" Funding your coastal Community Resiliency, Green Infrastructure or Coastal Restoration Project"
- 2013 Dr. Andre Clewell: Restoration of Coastal Ecosystems
- 2014 Longleaf Medical Training: Wilderness First Aid
- 2015 Florida Association of Environmental Soil Scientists: Identification of Hydric Soils of Florida

EMPLOYMENT:

Gin Hole Mitigation Bank, LLC: July 2016 – Present

Managing Member and Principal Ecologist Mr. Miley, informed by his pioneering efforts in the mitigation banking industry in the 1990's, identified, conceived, promoted, and established Gin Hole Mitigation Bank, a commercial wetlands mitigation bank located in the Florida Panhandle.

Biome Consulting Group: December 2014 – Present

Principal Ecological Consultant As a founding principal and managing partner of the firm, this position requires the highest level of responsibility and client accountability in the performance of ecological and environmental regulatory compliance consulting services. The scope of these services includes a wide variety of applied ecological studies, ecological restoration, environmental site assessments, land use planning consulting, and environmental permitting.

Edmisten & Associates, Ecological Consultants: March 1997 – December 2014

Certified Professional Wetland Scientist Founding partner of the firm, this position included pioneering work in environmental regulatory compliance consulting including: implementing the first mitigation bank in Northwest Florida; first successful intra-dunal swale restoration on Santa Rosa Island; first Section 10 and Section 7 permits for the Perdido Key Beach Mouse; along with hundreds of individual permits and thousands of site surveys. Mr. Miley also specialized in the conduct of Environmental Impact Assessments to satisfy national regulatory requirements for projects in the Dutch Antilles and Turks and Caicos Islands.

TRS Staffing Solutions, Inc.: July 2010 – September 2010

Wildlife Observer A constituent of the response to the Deepwater Horizon incident. Responsibilities include observing spill clean-up activities to document impact to protected natural resources and compliance with established Best Management Practices.

Volkert Environmental Group, Inc.: March 1996 – March 1997

Environmental Scientist Responsibilities included all aspects related to project development and environmental studies including conceptual design, data collection and analysis, and preparation of technical reports. Environmental studies performed by Mr. Miley include: general environmental studies (e.g. NEPA Environmental Assessments, Phase I Environmental Site Assessments), habitat identification studies (e.g. wetland delineation, submerged aquatic vegetation studies, threatened and endangered species studies, oyster reef studies), and permitting services (e.g. NPDES storm water permits, wetland dredge and fill permits, Alabama coastal zone permits).

The Marine Environmental Sciences Consortium, 1993 –1996

Biogeochemist Primary investigator of the biogeochemistry of sulfur and iron in marine intertidal sediments. This work involved much quantitative analysis and the use of several analytical instruments including: gas chromatograph, high performance liquid chromatograph, and spectrophotometer.

Wetlands Ecologist Assistant to the primary investigator in the development and maintenance of a wetlands functional assessment program. The project involved monitoring and analyses of several biological and physical parameters of a man-made and reference salt marshes.

The University of Alabama Department of Biology, 1990 - 1992

Limnology Laboratory Technician Responsible for maintenance of hydroponic macrophyte cultures, performance of various experiments, collecting and compiling data, and general laboratory maintenance.

Entomology Laboratory Technician Responsible for collecting and sorting benthic faunal samples.

The United States Army, 1987 – 1990

Musician Enlisted rank of Specialist, was a member of 4th Army Band at Fort Sheridan, Illinois and the 98th Army Band at Fort Rucker, Alabama. Twice decorated with the Army Achievement Medal for excellence in the performance of duties and demonstration of exceptional leadership. During basic training Mr. Miley was a platoon leader and was selected and decorated as “Soldier of the Cycle” for exceptional leadership.

PUBLICATIONS:

Regulatory Guidance Following Landmark Court Case May Affect Federal Wetland Jurisdiction. *Cornerstone*, Nicholson Publishing, July 2007: 11.

Patterns of Sulfate Reduction in the sediments of a *Juncus roemerianus* marsh, University of South Alabama, June 1996.

Miley, G.M. & R.P. Kiene (2004) Sulfate Reduction and Porewater Chemistry in a Gulf Coast *Juncus roemerianus* (Needlerush) Marsh. *Estuaries* 27(3):472-481.

LECTURES:

Aspects of wetland biogeochemistry in the northern Gulf of Mexico, Wetland Biogeochemistry Institute annual meeting, New Orleans, Louisiana, 1996.

Wetland jurisdictional determination and permitting in Northwest Florida, South Walton Area Realtors Association, Destin, Florida, 2003.

Field presentation of *Success and Strategies for Coastal Wetland Restoration Projects*, Restoration of Coastal Ecosystems, Pensacola, Florida, 2013.

PROFESSIONAL

AFFILIATION:

Society of Wetland Scientists
Society for Ecological Restoration
Florida Association of Environmental Soil Scientists

PROFESSIONAL

CERTIFICATION:

Professional Wetland Scientist (PWS #0001240) – This certification is awarded by the Society of Wetland Scientists based on a peer review of the applicant’s education, experience, and contribution to wetland science.

Certified Prescribed Burn Manager – This certification is awarded by the Florida Department of Agriculture to applicants qualified to utilize prescribed fire in the state of Florida.

Deepwater Horizon Incident- Wildlife Observer.

ADDITIONAL

DATA:

Mr. Miley is a certified and experienced SCUBA diver and is certified in CPR.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 3, 2018

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

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

FROM: Steve Schmidt, Deputy City Manager

DATE: November 28, 2018

SUBJECT: First Reading of Ordinance 18-28-CC - Amendment to Harbor and Waterways Ordinance

I. BACKGROUND: At its regular February 6, 2017 meeting, City Council voted to approve ordinance 17-01-CC on 2nd reading, an ordinance which prevents anchoring of floating structures in the waters of the City. At its regular April 17, 2017 meeting, City Council voted to approve ordinance 17-09-CC on 2nd reading, an ordinance which modified ordinance 17-01-CC. The Sheriff's office has raised additional questions about a provision in Section 5-2 of the ordinance, and staff has worked with the City Attorney to clarify the language.

II. DISCUSSION: Attached (Exhibit "A") is Ordinance No. 18-28-CC, which contains relatively minor amendments to Ordinance 17-09-CC. The proposed amendment to the approved ordinance clarifies the prohibition for anchoring to make it clear the ordinance only prohibits anchoring of bottomland in the City of Destin to live-aboard vessels and floating structures.

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

B. Effect on Budget (EOB): None anticipated.

C. Level of Service (LOS): None anticipated.

III. CONCLUSION: This minor amendment to the prior ordinance has been crafted by the city attorney and resolves any ambiguity that the ordinance might pertain to mooring of vessels in the harbor being a violation and further clarifying that the prohibition only pertains to live-aboard vessels and floating structures.

IV. RECOMMENDED MOTION: “I move that City Council approve proposed Ordinance 18-28-CC on 1st reading and direct staff to bring it back for 2nd reading on December 17th.”

Attachments:

1. 18-28-CC - Amendment of Ord. 17-09-CC Harbor and Waterways
2. legal approval Harbor Waterways Ord

Ordinance No: 18-28-CC

AN ORDINANCE OF THE CITY OF DESTIN RELATING TO CITY WATERWAYS; PROVIDING FOR ADDITIONAL FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT OF SECTION 5-2 OBSTRUCTING CHANNELS; UNLAWFUL ANCHORING, MOORING OR DOCKING; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Destin City Council has approved ordinance no. 17-01-CC on Second Reading at its regular meeting February 6, 2017, and amended it by approving ordinance No. 17-09-CC on Second Reading at its regular meeting April 17, 2017, amending Code of Ordinances Chapter 5, Boats, Harbors and Waterways; and

WHEREAS, The City of Destin City Council wishes to further amend Code of Ordinances Chapter 5, Article I. In General to clarify unlawful anchoring.

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

NOTE: *Language in Sections 3 through 16 of this ordinance that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struck through~~ or underlined is not to be changed, and * * * represents sections of the Code of Ordinances that have been skipped and remain unchanged.*

SECTION 1. FINDINGS. The above stated findings are hereby adopted.

* * *

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

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

It shall be unlawful: (1) for any vessel within the City to tie up to any navigational aid within the City; except in an emergency; or (2) to anchor or moor any live-aboard vessel or ~~vessel not in navigation~~ floating structure over ~~City-owned~~ bottomland located within the City of Destin, or to anchor, moor or dock without permission within the marked boundaries of any mooring field.

* * *

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

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

ADOPTED THIS ____ DAY OF DECEMBER, 2018.

BY: _____
Gary Jarvis, Mayor

ATTEST:

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

Rey Bailey, City Clerk

Jeff Burns, City Attorney

First Reading: _____
Second Reading: _____

Lance Johnson

From: Jeff Burns <jlburns@asglegal.com>
Sent: Wednesday, November 28, 2018 11:20 AM
To: Steven Schmidt
Cc: Lance Johnson; Kyle Bauman
Subject: Re: Harbor and Waterways Ordinance

Looks good to me.

On Nov 28, 2018, at 8:28 AM, Steven Schmidt <sschmidt@cityofdestin.com> wrote:

Not seeing any response to the attachments, and approaching the deadline for inclusion in the agenda, I'm going to assume it was acceptable and load it. I've revised the attached with the full Ordinance number.

Best regards,

Steve

From: Steven Schmidt
Sent: Monday, November 26, 2018 9:53 AM
To: 'Jeff Burns' <jlburns@asglegal.com>; Lance Johnson <ljohnson@cityofdestin.com>
Cc: Kyle Bauman <kbauman@asglegal.com>
Subject: RE: Harbor and Waterways Ordinance

Please review the attachments and let me know if you have any recommended revisions.

Best regards,

Steve

Steven R. Schmidt
City of Destin
sschmidt@cityofdestin.com

From: Jeff Burns <jlburns@asglegal.com>
Sent: Sunday, November 18, 2018 10:18 PM
To: Steven Schmidt <sschmidt@cityofdestin.com>; Lance Johnson <ljohnson@cityofdestin.com>
Cc: Kyle Bauman <kbauman@asglegal.com>
Subject: Harbor and Waterways Ordinance

Steve or Lance,

Can you send me the last version in Word, of the Harbor and Waterways Ordinance. From my records Steve made some changes by pdf in 2017 that I approved of. If we are being asked to draft the update version, then it will be much quicker to make changes to the last word doc.

Thanks!

Jeffrey L. Burns, Esq.*
Attorney At Law

*Licensed to practice law in Florida and Alabama

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

[Website](#) | [Email](#) | [Vcard](#)

<image001.png>

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“Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure.”

<18-28-CC - Amendment of Ord. 17-09-CC Harbor and Waterways.doc>

<18-12-03 Ord.18.28.CC-Amendment to Harbor and Waterways ordinance 17.09.CC (1st reading).docx>

CITY OF DESTIN, FLORIDA

REQUEST FOR CHECK

DATE: November 29, 2018
TO: Accounting Clerk/April Nickens

THROUGH: City Manager/Lance Johnson
(Required if exceeds \$350.00)

THROUGH: Finance Director/Bragg Farmer

FROM: City Clerk/Rey Bailey *RS*

DEPARTMENT: City Clerk

BRIEF EXPLANATION: Reimbursement to Councilmember Skip Overdier for expenses incurred at Orlando, Florida while attending the Florida League of Cities Legislative Conference

DATE REQUIRED: **NEXT SCHEDULED CHECK RUN** X
(Check One)

MANUAL CHECK REQUIRED _____

VENDOR NAME: Skip Overdier

VENDOR ADDRESS: 705 Gulf Shore
Destin, FL 32541

VENDOR FED ID # _____
(only needed if new vendor)

AMOUNT OF CHECK: \$888.83

CHARGE TO ACCOUNT: 0151110.540000

P.O. NUMBER: _____
(If Applicable)

MAIL CHECK WITH NORMAL CHECK RUN _____

RETURN CHECK TO DEPT FOR DISTRIBUTION X

CITY OF DESTIN

TRAVEL EXPENSE LOG

Name: Skip OverdierTravel Dates: November 14-17, 2018

	Wednesday 14-Nov-18	Thursday 15-Nov-18	Friday 16-Nov-18	Saturday 17-Nov-18	Total
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Meals:

Partial Per Diem:

Daily Per Diem:

Total Meals

					\$ -
	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00	\$ 236.00
	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00	\$ 236.00

Transportation:

Airfare:

Car Rental:

Fuel Expenses

Taxi:

Personal Miles: \$ 0.560

Total Transportation

	\$ 25.04	\$ 25.04	\$ 25.04	\$ 25.04	\$ 100.16
				\$ 72.26	\$ 72.26
			\$ 12.52		\$ 12.52
	\$ 25.04	\$ 25.04	\$ 37.56	\$ 97.30	\$ 184.94

Lodging:

Hotel Charges:

	\$ 146.42	\$ 146.42	\$ 146.42		\$ 439.26
	\$ 146.42	\$ 146.42	\$ 146.42		\$ 439.26

Misc. Expenses:

Parking:

Tolls:

WiFi:

Other: Explain: Conf. Reg.

Other: Explain:

Total Misc. Expenses

		\$ 16.13			\$ 16.13
	\$ 8.25		\$ 4.25		\$ 12.50
					\$ -
	\$ 250.00				\$ 250.00
					\$ -
	\$ 258.25	\$ 16.13	\$ 4.25	\$ -	\$ 278.63

Grand Total

	\$ 488.71	\$ 246.59	\$ 242.98	\$ 160.55	\$ -	\$ 1,138.83
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City of Destin
Travel Expense Claim

Name: Skip Overdier Department: Councilmember
Travel: Place/Purpose Legislative Conference Date: November 14-17, 2018

Note: All expenses must be supported by a receipt except meal per diems and must be supported by a Travel Expense Log.

Meals/Per Diem: \$ 236.00

Airfare: \$ -

Car Rental: \$ 100.16

Fuel Expenses \$ 72.26

Taxi: \$ 12.52

Personal Miles: \$ - POV

Lodging: \$ 439.26

Parking: \$ 16.13

Tolls: \$ 12.50

WIFI: \$ -

Other: Itemize \$ 250.00 Conference Registration

Other: Itemize \$ -

\$ -
\$ -

Total Reimbursable Expenses: \$ 1,138.83

Less: Advances Paid

Less: Purchasing Card Charges \$ 250.00

Balance Due Traveler \$ 888.83

Reimburse City for fuel cost

Net Due Traveler \$ 888.83

Finance Director: Bragg Farmer Account #: 151110.54

City Manager: Lance Johnson Date: 11/29/2018

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 3, 2018

TYPE OF AGENDA ITEM: Resolution

TO: City Council

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

FROM: Lisa Firth, Interim Parks & Rec Director

DATE: November 20, 2018
November 26, 2018
November 27, 2018

SUBJECT: Resolution 18-46: 2019 Concessions Agreement Renewal with Greek's Catering and Events, Inc.

I. BACKGROUND: The City of Destin does not currently have the resources or licensing required to operate concessions. For the past 14 years, the Parks & Recreation Department has outsourced concessions services to individuals/companies who hold all required food service licenses, insurance, equipment, and manpower.

An exclusive concession agreement was made and entered the 5th day of February 2018, between the City of Destin and Greek's Catering and Events, Inc. with the option to annually renew the agreement for an additional five (5) years after the termination of the original term (Original Concession Agreement Attached).

Greek's Catering and Events, Inc. has requested to renew the current concessions agreement for one (1) year with no changes for FY19 (Letter Attached).

II. DISCUSSION: If approved, this extension agreement would be in effect until December 31, 2019. The signing of this agreement by the City in no way guarantees the City will, nor obligates the City to, expend funds, it merely authorizes the vendor to provide services to the public as defined under the scope of work in the RFP 18-08-REC and the provisions outlined in the concessions agreement. Under the current agreement the Concessionaire agrees to pay the City \$750 annually plus 15% of their gross sales.

A. Link to Strategic Goals / Objectives: Service Excellence/Sports Tourism Initiative: In order to meet the needs of our league participants, as well as,

attract and retain high caliber tournaments to Destin we need to provide them with high quality facilities and services that include concessions. Having a professional concessions contractor is critical to meeting and maintaining our sports tourism and City league goals.

B. Effect on Budget (EOB): Revenue Source: \$750 annually plus 15% of gross sales monthly.

Total Revenue for FY18, as of November 2018: \$11,186.60

C. Level of Service (LOS): Contracting concessions provides a service to the participants and spectators of our sports tournaments and leagues that the City would not otherwise be able to provide.

III. CONCLUSION: Staff is recommending that Council approve the Concessions Extension Agreement with Greek's Catering and Events, Inc. to provide concession services.

IV. RECOMMENDED MOTION: I move to approve Resolution 18-46 and authorize the City Manager to execute the agreement on behalf of the City.

Attachments:

1. Signed Contract Greeks Catering
FY18
2. Greek's Catering Agreement
Extension Request Letter
3. Concessions Agreement Renewal
FY19
4. Resolution 18-46 FY19 Concessions
Agreement Renewal

CITY OF DESTIN, FLORIDA
EXCLUSIVE CONCESSION AGREEMENT

This Agreement is made and entered into this 5th of February, 2018, between the **City of Destin**, a Florida municipal corporation (hereafter referred to as “City”) and **Greek’s Catering and Events, Inc.** (hereafter referred to as “Concessionaire”).

WHEREAS, the City owns and operates the Morgan Sports Center, hereafter referred to as the “Facility”, located at 4200 Indian Bayou Trail, Destin, Florida 32541;

WHEREAS, a concession stand structure exists on the property of Facility possessing some equipment necessary to provide concession services to the patrons and visitors of the City;

WHEREAS, the Destin City Council through public input has decided that concession services are needed and serve a municipal purpose;

WHEREAS, Concessionaire represents that it is fully qualified, possesses the requisite skill, knowledge, qualifications and experience to provide the service identified herein, does offer to perform such services;

WHEREAS, the City desires to enter into an agreement with Concessionaire for concession services at the facility;

WHEREAS, Concessionaire shall pay to City a monthly concession percentage to obtain those services at the facility.

WHEREAS, Concessionaire shall pay to City an annual rental to obtain those services at the facility.

NOW, THEREFORE, in consideration of the acts and promises contained herein, the City and Concessionaire hereby agree to the following terms and conditions:

- (1) Grant and Description of Premises. City grants to Concessionaire and Concessionaire accepts from City the privilege of maintaining concession services at the Morgan Sports Center. In addition, the Concessionaire, at the sole discretion of the Parks & Recreation Director, shall, on a case by case basis provide concessions for Destin Youth Football Program home games (Destin Sports Complex), and Special Events.
- (2) Condition of Premises. Taking possession of the concession stand by Concessionaire shall constitute acknowledgement that the concession stand is in good condition. Concessionaire shall accept the concession stand in its presently existing condition, and City shall not be required to make any alterations to the concession stand.

Concessionaire’s Initials: SP

(3) Concession Fee. Concessionaire shall pay to City during the term of this agreement **15%** of gross revenue per month and **\$750** annually for the exclusive privilege of maintaining concession services at the Facility. The payments shall be paid to City the fifteenth day of each month for the operations of the preceding calendar month, and payments shall be to the order of the City of Destin and mailed or delivered to 4200 Indian Bayou Trail, Destin, FL 32541. A fee of \$10.00 per day will be assessed for each business day the payment is late.

(4) Accounting and Records. Concessionaire shall keep an accurate set of books and records reflecting the gross revenues derived under and pursuant to concession rights herein granted. For the propose hereof, "gross revenue" shall mean and include any and all fees, without reduction, received by Concessionaire under and pursuant to the concession agreement. Certified copies of the above books and record shall be furnished to the City, not less than quarterly in January, April, July, and October. Such documentation shall include copies of the monthly sales tax return filed with the Florida Department of Revenue. The concessionaire will track sales using a cash register or similar device approved by the City.

City shall have the right to conduct e a semi-annual audit of the books and records of Concessionaire in order to determine whether or not the concession fees paid pursuant to Section 3 are the same as those required thereby. The omission of the City to exercise its right to semi-annual audit at anytime shall not constitute a waiver of such right, and notwithstanding such omission, the City shall have such continuing right, provided that except in the event to fraud, deceit or other extraordinary occurrence, each audit shall be made at intervals no less that six (6) months. In the event City elects to exercise its right of audit, City shall provide to Concessionaire written notice of such election at least forty-eight (48) hours in advance of the time of any audit. City shall have the right to elect the auditors to make the audit and audit shall be made at Concessionaire's expense unless the City has requested a second audit within a one year period. In the event a second audit in a year's time is requested by the City, City shall pay the fees for said audit. Concessionaire shall make available to the auditor such personnel and records as the City shall in its reasonable discretion request in order to complete such audit; and shall make no charge to the City therefore.

(5) Use of Premises. The concession stand shall be used to conduct the sale of soft goods, and concession type services, limited to food and drinks, including, but not limited to the sale of hot dogs, hamburgers, soft drinks and snacks in accordance with any required licenses and permits. Concessionaire shall file a current menu including product and price identification, with the City and provide a copy to the City each time the menu is adjusted by concessionaire. The Concessionaire shall have the flexibility to change the menu to meet the needs of patrons and visitors to the City. Tobacco products, liquor and /or alcoholic beverages are absolutely prohibited, and shall not be sold by Concessionaire at the Facility. Concessionaire shall have the flexibility to sell soft goods, such as softballs, sunscreen, and can holders, subject to City approval and any contractual

Concessionaire's Initials: _____

SP

limitations. Any soft goods sold by Concessionaire must be related to the sporting events conducted at the time the soft goods are sold, and must first be approved of by the City before being sold by the Concessionaire, or Concessionaire's agents/employees.

(6) Equipment Required of Concessionaire. Concessionaire shall at their expense, provide all equipment necessary of a food handling services, subject to all life safety and health codes. Concessionaire shall secure a portable unit for concession services during as required. Concessionaire shall be responsible for any fees associated with portable units and mobile service. To ensure the safety of patrons and visitors at the Facility when utilizing an outdoor grill, Concessionaire shall provide a barrier between the grill and patrons and visitors that will not cosmetically detract from the appearance of the Facility.

(7) Quality of Service. All items sold by Concessionaire shall be of first class quality, and the service provided by Concessionaire shall be rendered courteously and efficiently. City reserves the right to prohibit the sale of any item that it deems objectionable, and City shall have the right to order the improvement of the quality of either the merchandise or the services rendered. Merchandise includes concessions and soft goods. Concessionaire understands that by executing this agreement that it is contractually waiving its First Amendment right as to any rights conferred under this agreement.

(8) Hours of Operation. Concessionaire shall operate the concession stand, including portable units and mobile service as required, for any scheduled games and/or events resulting in the use of two (2) or more fields at the same time. Concessionaire shall be open and ready for operation not less than fifteen (15) minutes prior to scheduled event or game. Concessionaire must operate and provide concession services until the last fifteen (15) minutes of any scheduled event or game. Additionally, Concessionaire must provide concession services for any and all scheduled tournaments and group activity deemed necessary by the Parks and Recreation Director. Concessionaire shall not be considered the exclusive vendor during "Special Event Rentals".

(9) City Agreements. The City reserves the right to enter into Corporate Sponsorship agreements or other beneficial agreements at any time and at its sole discretion. Concessionaire agrees to conform to the specifications of such agreements, including but not limited to exclusive purchase and sale of approved brand name products, regardless of when the agreement is executed by the City.

(10) Employee of Concessionaire.

10.1 Contractual personnel are viewed by the public as an extension of the City staff and are required to conduct themselves accordingly. Concessionaire shall at all times employ only those persons of good moral character.

10.2 All employees of Concessionaire shall be neatly dressed at all times and easily identifiable as employees. Employees shall conduct themselves courteously in their relations to the public.

Concessionaire's Initials:

SP

10.3 Employees shall observe strict impartiality as to rates and services in servicing the public. Concessionaire shall, subject to the approval of City, grant reduced rates to Concessionaire's employees under such circumstances as are customary in businesses of the character conducted under this agreement.

10.4 Nondiscrimination. Concessionaire shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin. Concessionaire and Concessionaire's employees shall not discriminate against any person against any person because of race color, creed, sex or national origin by refusing to furnish such person any service or privilege offered to or enjoyed by the general public. Neither Concessionaire nor Concessionaire's employees shall publicize the services provided under this agreement in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, ancestry, sex, age, or national origin.

(11) Term. The term of this agreement shall commence on the effective date, and end on December 31, 2018 both dates being inclusive.

(12) Option to Renew. Concessionaire shall have the option to annually renew this agreement for an additional five (5) year after the termination of the original term, provided that at a time no later than thirty (30) days prior to the expiration of the term of this agreement Concessionaire serves a written notice on City of Concessionaire's desire to extend the term of the agreement. The concession fee, upon execution of the option shall be subject to revision at City's option, but all other terms of this agreement shall remain the same unless both parties mutually agree to change any of them. The option to renew is, and shall remain, subject to the provisions of Section Twenty-nine (29) of this agreement, concerning termination by City.

(13) Holdover. If Concessionaire holds over after the expiration of the term of this agreement with the express or implied consent of City, the holding over shall be deemed to be month-to-month tenancy at the concession fee stated in this agreement and otherwise subject to the terms of this agreement. Any Holdover tenancy is terminable at will by the City.

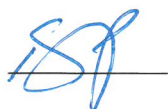
(14) Repair and Maintenance of Stand. Concessionaire shall maintain the concession stand in good order and repair at concessionaire's own expense during the entire term of this agreement as it was accepted at the time of possession pursuant to Section Two (2). If concessionaire neglects or refuses to do so, City shall have the right to perform maintenance or repairs for the account of concessionaire, and the City shall first give concessionaire fifteen (15) days' written notice of its intention to perform maintenance or repairs to enable concessionaire to perform maintenance or repairs at concessionaire's own expense.

Concessionaire's Initials: _____

SP

- (15) Structural Maintenance. Structural maintenance to the concession stand, including plumbing, HVAC, electrical, painting and decoration, whether interior or exterior, shall be done by the City.
- (16) Approval for Alterations Required. No alterations or additions of any character shall be made on or to the concession stand by Concessionaire without obtaining the prior written consent of City. If alterations or additions are made, they shall be made they shall agree to hold City harmless for such alterations or additions.
- (17) Improvements as Property of City. All alterations and additions to the concession stand shall remain on the concession stand and become the property of City on the termination of this agreement.
- (18) Maintenance of Equipment. Concessionaire shall maintain all equipment in good working condition at all times, at Concessionaire's own expense, for the operation of the concession stand. Concessionaire shall be responsible for replacing, with the exception of reasonable wear and tear, any equipment or built-in furnishings of City that becomes missing, damaged beyond repair, or too unsanitary for use; Concessionaire shall replace all equipment or built-in furnishings that Concessionaire is required to provide under Section Fourteen(14) of this agreement, if it becomes unfit for use.
- (19) Premises to be Kept Clean. Concessionaire shall keep the concession premises in a clean and sanitary condition at all times. Concessionaire shall store all trash in the dumpster provided for that purpose, and shall provide for the removal and proper disposal of all trash from the concession premises at the close of each day the concession premises are open for business. Additionally, it is the responsibility of Concessionaire to remove all trash and debris found on the Facility premises that is directly associated with sales from the Concessionaire.
- (20) Right of Access. City shall have access to the concession stand, and to each part of the concession stand, during the hours of operation of Concessionaire for the purpose of inspecting and making repairs on the concession stand and as deemed necessary by the Parks & Recreation Director or the City Manager. Concessionaire shall have the right within reason to traverse Facility, solely from the Facility's eastern access to get to and from the concession stand to keep the concession stand open during hours of operation. Deliveries shall be made from the Facility's Eastern access in order to use reinforced driveways and access points. Vehicles must be removed within 15 minutes and extreme care exercised while traversing pedestrian pathways. At no time is it acceptable to block the fire-lane surrounding the building.
- (21) Partial Destruction of Concession Stand. If at any time during the term of this agreement the concession stand is damaged by fire, act of nature, or other cause beyond the control of Concessionaire, to the extent that continued use of the concession stand is unfeasible, Concessionaire shall, on written notice to City delivered within thirty (30) days after the damage has occurred, suspend or terminate this agreement without any

Concessionaire's Initials:



liability of Concessionaire to City except for the payment of concession fees accrued to the date of termination. If Concessionaire does not elect to terminate this agreement, City shall, with due diligence, restore the concession stand to operative condition, but City shall not be obligated under this provision to expend on such restoration more than the proceeds of any insurance received by it on account of damage. City shall not be responsible for any profits lost by Concessionaire due to the partial destruction of the concession stand.

(22) Signs: Advertising: Name. Concessionaire shall not erect any sign on the concession stand without obtaining the advance written approval of City. Concessionaire shall enter into advertising relative to the concession stand that is consonant with the dignified approach necessitated by the reputation of the facility.

(23) Licenses and Permits. Concessionaire shall obtain and pay for all permits or licenses that shall be required for the operation of the concession stand.

(24) Compliance with Federal, State and Local Laws. Concessionaire shall comply with applicable federal, state and local laws governing the operation of the concession stand. Violation of federal and/or state laws or the ordinances of the City of Destin or the County of Okaloosa shall be considered as cause for termination of this agreement.

(25) Taxes. Concessionaire shall pay all taxes on personal property belonging to Concessionaire, and Concessionaire shall pay all sales and other taxes levied against the operation of the business. The City at their discretion shall request copies of any quarterly sales tax reports.

(26) Liability and Fire Insurance.

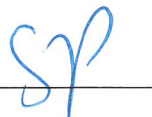
26.1 Throughout the term of this agreement, Concessionaire shall maintain comprehensive general liability insurance coverage, naming the City as an additional insured party, with minimum liability limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

26.2 Certified copies of the above-described insurance policies and all certificates of such policies shall be furnished to City effective as of the date of this agreement.

26.3 The above insurance policies shall contain clauses substantially in the following words:

(a) "Notwithstanding any other provision in this policy, the insurance afforded under this policy to City shall be primary as to any other insurance or reinsurance covering City, and such other insurance or reinsurance shall not be required to contribute

Concessionaire's Initials:



to any liability until the appropriate limit of liability afforded under this policy has been exhausted.”

(b) “This policy shall not be canceled or materially changed until 30 days after receipt by City of a written notice of cancellation or change in coverage, as evidenced by receipt of a certified letter.”

(27) Indemnification. Concessionaire covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any and all claims, losses, damages, costs, charges or expenses arising out of any act, action, neglect, or omission by Concessionaire during the performance of the agreement, whether direct or indirect, and whether to any person or property to which the City or said parties shall be subject.

(28) Deposit to Secure Performance. Prior to the commencement of operations under the terms of this agreement, Concessionaire shall at Concessionaire’s own expense obtain and deliver to City a deposit fee of \$500.00 to guarantee payment of the concession fee called for in this agreement as well as the faithful performance of all the other terms of this agreement by Concessionaire. City shall retain the deposit in the event of a breach of any of the terms of this agreement by Concessionaire.

(29) Termination by City. If in the sole discretion of the City the Concessionaire’s performance under this contract is unsatisfactory, or if Concessionaire breaches this Agreement. City shall give Concessionaire a written notice specifying the particulars of the unsatisfactory performance or default. The Concessionaire shall have seven (7) days to cure the default, otherwise the City may terminate this agreement. Any delay, or failure, by the City to deliver written notice, or terminate this agreement within the specified timelines shall not constitute any waiver or estoppel, nor shall it be deemed a defense that the Concessionaire may rely upon in any civil action.

(30) Termination by Concessionaire. Concessionaire may terminate this agreement at any time after August 31, 2018, by giving thirty (30) days notice to City of Concessionaire’s intention to terminate. If Concessionaire terminates this agreement prior to August 31, 2018, Concessionaire shall forfeit the deposit that secures Concessionaire’s performance as described in Section Twenty-Eight (28).

(31) Concession Stand on Termination. On the termination of this agreement for any reason, City shall have full authority to re-enter and take full possession of the concession stand without the necessity of obtaining legal process. Concessionaire stipulates that City shall not be liable to prosecution or for damages for resuming possession of concession stand.

(32) Sole Purpose. The concession stand shall be used only by Concessionaire for the sole purpose of providing concession services to patrons and visitors of the Facility.

Concessionaire’s Initials: _____



(33) Assignment Prohibited. This agreement, and any rights conferred within, are not assignable, under any circumstances. Concessionaire shall not assign any right, privilege, or license conferred by this agreement; nor shall Concessionaire sublet or encumber any part of the concession stand. If Concessionaire files for Bankruptcy, then this agreement will be deemed to have been terminated and void 91 days prior to the filing of the Bankruptcy Petition, however any funds paid to City during those 91 days pursuant to the agreement shall be deemed funds paid to prevent the unjust enrichment of the Concessionaire.

(34) Waiver of Breach. The waiver by City of any term contained in this agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term. The subsequent acceptance of a concession fee payment by City shall not be deemed to be a waiver of any prior occurring breach by Concessionaire of any term contained in this agreement regardless of the knowledge of City of the prior existing breach at the time of the acceptance of the concession fee payment.

(35) Time of Essence. Time is of the essence of this agreement.

(36) Each Provision Material Condition. Each term of this agreement is material. A breach by Concessionaire of any one of the terms of this agreement shall be considered to be a material breach of the entire agreement and shall be grounds for the termination of the entire agreement by City.

(37) Governing Law. All applicable local and state laws, rules, and regulations shall govern both the City and Concessionaire. The parties intend that this agreement 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 agreement shall lie in Okaloosa County.

(38) Severability. If any section, subsection, term or provision of this agreement 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 agreement 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 agreement shall be valid or enforceable to the fullest extent permitted by law.

(39) Sovereign Immunity. Nothing in this agreement shall be deemed a waiver by the City of its sovereign immunity, nor shall any provision of this agreement be interpreted to affect the City's sovereign immunity.

(40) Construction. The Parties have participated jointly in the negotiation and drafting of this agreement. In the event an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this agreement.

Concessionaire's Initials: _____



(41) Attorney's Fees. In any dispute, civil, administrative, or appellate, relating in anyway whatsoever to this agreement, each party to this agreement, and their agents, shall be responsible for their respective attorney's fees and costs.

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

As to the City:

City of Destin
Lance Johnson
Parks & Recreation Director
4200 Indian Bayou Trail
Destin, FL 32541

As to the Concessionaire:

Greek's Catering and Events, Inc.
Stelios Peterson
CEO
2325 Summit Blvd.
Pensacola, FL 32503

(43) Entire Agreement. This agreement represents the entire and integrated agreement between the City and Concessionaire and supersedes all prior negotiations, representations or agreements, either written or oral. Provisions of this agreement shall be amended only by written instrument approved and signed by City and Concessionaire.

(44) Binding Successors. This agreement shall bind the successors, assigns, and legal representative of Concessionaire and of any legal entity that succeeds to the obligations of the City.

(45) Public Records. Contractor shall comply with Florida Public Records Laws, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service. Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 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.

(46) JURY TRIAL WAIVER. BOTH CITY AND CONCESSIONAIRE HEREBY WAIVE THEIR RIGHT TO A JURY FOR ANY CIVIL ACTION RELATED IN ANYWAY TO THIS AGREEMENT AND FOR ANY TORT ACTION, FRAUD ACTION, STATUTORY ACTION, COMMON LAW ACTION, OR EQUITABLE ACTION THAT COULD POSSIBLY BE BROUGHT IN RELATION TO THIS AGREEMENT, OR TO THE PERFORMANCE OF THIS AGREEMENT.

Concessionaire's Initials: _____



Concessionaire's Initials: _____

ATTACHMENT #2

**SAMPLE SCHEDULE OF ACTIVITIES/EVENTS
FOR THE MORGAN SPORTS CENTER**

Seasonal City Programs

- Adult Evening Softball (Spring/ Fall)
- Adult Coed Evening Softball (Spring, Summer, and Fall)
- Adult Flag Football/Evening (Spring/Winter)
- Adult Church Evening Softball (Fall)
- Youth Recreation Soccer Games Friday Nights and Saturday Days (Spring/Fall)
- Youth Football Games- (Fall Only at Destin Elementary only 4-5 Saturdays)

Scheduled Tournaments

The City hosts and/or organizes and hosts several tournaments throughout the year including softball, youth baseball, soccer, lacrosse and flag football. Tournaments are held on both weekends and weekdays and can have a duration of one (1) day to one (1) week. On average the City hosts between 25-30 tournaments each calendar year. Total participants at each tournament, not including spectators, ranges from 100 to over 1,000 player & coaches. Total attendance at these events including spectators ranges from 200 to 2,000 with at least three of the larger tournaments far exceeding that.

Concessionaire's Initials: _____



ATTACHMENT #4

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

SIGNATURE: _____

DATE: _____

COMPANY: _____

STREET ADDRESS: _____

CITY, STATE: _____

Concessionaire's Initials: _____

ATTACHMENT #3

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for:
2. This sworn statement is submitted by Gracie's Catering and Events whose business address is:
2325 Summit Blvd. Pensacola, FL 32503

and (if applicable) Federal Employer Identification Number (FEIN) is 47-3479722 If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Stelios Pelm and my relationship to the entity named above is:
President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list (please attach a copy of the final order).

Concessionaire's Initials: SP

City of Destin, Florida -Concession Agreement

____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)



Authorized Signature

2/7/18

Date

STATE OF FLORIDA, COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 20____, and is personally known to me, or has provided _____ as identification. Notary Public My Commission expires:

Concessionaire's Initials: SP



PROPOSAL FORM
(Type or Print)

COMPANY NAME	Greeks Catering and Events, Inc.		
COMPANY ADDRESS	2325 Summit Blvd. Pensacola, FL 32503		
OWNER/CEO	Stelios Peterson		
TELEPHONE	(850)	529	- 4609
FAX	()		-
EMAIL	greeksevents @ gmail, Com		
NUMBER OF YEARS IN BUSINESS	4		Years
FEIN	47-3479722		
PROPOSED FEE: PERCENTAGE OF GROSS MONTHLY REVENUES	15 %		
PROPOSED ANNUAL FEE: (Paid to the City upon execution of the initial agreement and upon each subsequent agreement renewal execution.)	\$	750.00	\$750 Minimum
APPROXIMATE STARTING DATE IS March 1, 2018.	If your company is awarded the contract, can you be ready for business by March 1, 2018? Yes		

In accordance with your Request for Proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby propose and agree if this Proposal is accepted, to contract with the City of Destin, Florida to furnish any items or service requested herein and deliver same without additional cost to the City of Destin at the specified location(s) for the Proposal listed below:

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

Authorized Representative's Signature: _____

Printed Name and Title of

Authorized Representative: Stelios Peterson, President Date 1/9/18

Print or Type

"End of Proposal Form"

Proposer's Initials: _____

Qualifications and Experience

Education

Master of Business Administration, May 2015

University of West Florida, Pensacola, FL

Bachelor of Science in Sports Management, May 2012

University of West Florida, Pensacola, FL

Work Experience

Stelios Peterson, owner and operator of Greeks Catering and Events Inc., has over ten years' experience in the food and beverage industry and more specifically, within the concession services sector. Experience includes concession services to large scale events, such as festivals with 250,000 plus attendees, to multiple local ballparks and also catering services of weddings, banquets, and corporate events.

References

List of current contracts specifically in the ballpark arena:

Preston Hood Athletic Complex, FWB, FL

City of Fort Walton Beach

Contact: Jeff Peters

850-833-9576

Rodger Scott Complex, Pensacola, FL

City of Pensacola

Contact: Cheryl Fox

850-426-2562

Exchange Park, Pensacola, FL

City of Pensacola

Contact: Cheryl Fox

850-426-2562

PARA Park, Pace, FL

Contact: Andy Leach

850-418-0813

Bill Bond League, Pensacola, FL

Contact: Dave Spangrud

850-393-7832

NEP Football League, Pensacola, FL

Contact: Kelli Daniels

850-291-0517

Gulf Breeze High School, Gulf Breeze, FL

Contact: Mat Alt

850-554-5974

Washington High School, Pensacola, FL

Contact: Bruce Childers

850-221-8080

ATTACHMENT #3

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for: RFP 18-08-REC Concession Agreement
2. This sworn statement is submitted by Greeks Catering and Events, Inc. whose business address is: 2325 Summit Blvd. Pensacola, FL 32503

and (if applicable) Federal Employer Identification Number (FEIN) is 47-3479722 If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Stelios Petros and my relationship to the entity named above is: President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

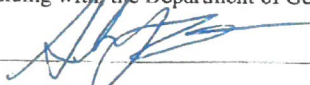
☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list (please attach a copy of the final order).

Proposer's Initials: SP

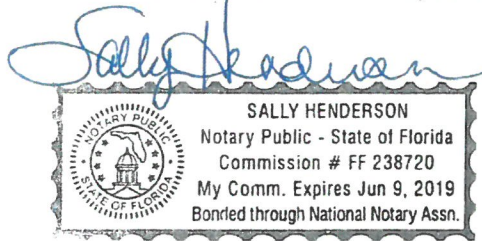
The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with the Department of General Services.)


Authorized Signature

1/9/18
Date

STATE OF FLORIDA, COUNTY OF

Escambia
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 9th day of January, 2018, and is personally known to me, or has provided _____ as identification. Notary Public My Commission expires:



Proposer's Initials: 

ATTACHMENT #4

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

SIGNATURE: _____

DATE: _____

COMPANY: _____

STREET ADDRESS: _____

CITY, STATE: _____

Proposer's Initials: _____

Greek's Events Price List

BEVERAGES

Sodas: SM (20 oz.)	\$2.50	
LG (32 oz.)	\$3.00	
Gatorade:	\$2.00	
Water:	\$2.00	
Coffee:	\$2.50	
Hot Chocolate:	\$2.50	
Fresh Squeezed Lemonade & Tea:		
Souvenir Cup:	\$4.00	w/\$2.00 refills

FOOD

Burger:	\$4.00	
Hot Dog:	\$2.50	Chili Cheese Dog: \$3.50
Foot Long Corn Dog:	\$4.00	
Philly Cheesesteak:	\$7.00	
Lamb/Chicken Gyro:	\$7.00	
Buffalo Chicken Sandwich:	\$6.00	
Tenders w/Fries:	\$6.00	Buffalo Style: \$6.50
Polish Sausage:	\$6.00	
Greek Salad/pita slices	\$6.00	
Chicken Kabob:	\$5.00	w/ Greek Salad: \$8.00

SNACKS

Nachos:	\$3.50
Loaded Nachos:	\$4.50
(chili, cheese, jalapenos, sour cream)	
French Fries:	\$3.00
Cheese Fries:	\$3.50
Loaded Fries:	\$4.00
(chili, cheese, ranch, bacon bits)	
Candy Bar:	\$2.00
Bubblegum:	3/\$0.25

Credit Card Machine Available

Ability to Provide Adequate Staff

All concessions are staffed appropriately for all events within the Pensacola and Ft. Walton Beach area. To effectively operate the City of Destin concessions to the quality and service standards set forth by Greeks Catering and Events Inc., an experienced manager of the team will spend adequate time to appropriately train all new employees hired within the Destin area. During high-volume events such as tournaments, additional experienced employees and managers will be present as needed.

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Concessionaire has affixed their name and seal, as of the day and year first written above.

CITY OF DESTIN

By: Carisse LeJeune
Carisse LeJeune, City Manager

ATTEST:

Rey Bailey
City Clerk

SEAL

APPROVED AS TO LEGAL FORM

Jeff Burns
City Attorney

CONCESSIONAIRE:

By: [Signature]
(Signature)

Stebos Peterson
(Printed Name)

Pres. Luk
(Title)

SEAL

[Signature]
Witness Signature

LA JOHNSON
(Printed Name)

PAKES/REC. DIR
(Title)

[Signature]
Witness Signature

Sheri Bethea
(Printed Name)

Administrative Assistant
(Title)

Concessionaire's Initials: _____

SEE ITEM
TD

**ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
FEBRUARY 5, 2018
ANNEX COUNCIL CHAMBERS**

*****Core Value of the Month – Integrity*****

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)*

Motion to approve the agenda, as amended, passed 7-0.

1. APPROVAL OF MINUTES

A) Approval of minutes of November 6, 2017 regular city council meeting

Motion to approve minutes of November 6, 2017 regular city council meeting passed 7-0.

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS (NO PUBLIC COMMENTS)

A) Preserve trees and public access to Harbor Lane right-of-way while securing private property – Mr. Tim Krueger / 604 Harbor Lane

Mr. Krueger, Mr. Odom, City Attorney and City Manager and staff to discuss partial vacation of the right-of-way, and come back with recommendations to the City Council.

**3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS
(ALL AGENDA ITEMS OTHER THAN THOSE UNDER NUMBER 6)**

4. CITY MANAGER REPORTS

A. Emergency Dredging and Beach Restoration Project

Motion to direct the City Attorney and City Manager to work with Okaloosa County to move this project forward and bring back the necessary contracts and agreements for City Council approval passed 7-0.

Motion to schedule a special city council meeting on Monday, February 12, 2018, to discuss this project passed 7-0.

B. 2018 Capital Improvement Indian Bayou Trail Pathway

Motion to approve an expenditure not to exceed \$285,541.84 for the construction of a new 8' wide ADA compliant multi-use pathway with lighting along Indian Bayou Trail and authorize the City Manager to approve a work order in the amount of \$99,741.84 for the City's continuing concrete services provider, S.H. Hayes Enterprises, LLC and enter into an agreement with Gulf Power to install and maintain the lighting for an approximate amount of \$148,800.00 and \$314.39 plus taxes a month for maintenance and energy passed 6-1; with Councilmember Braden dissenting.

C. Request for Council approval to purchase a truck for Public Services Department (unbudgeted)

Motion to authorize the City Manager to purchase the 2018 Ford F-150 under the Florida State Purchasing Contract in the amount of \$27,730.00, fund the purchase with the City's ending fund balance and make the appropriate budget amendment passed 7-0.

D. Airport Road Landscape Plan

E. Announcements

5. FIRST READING OF ORDINANCES NOT REQUIRING PUBLIC HEARINGS (NO PUBLIC COMMENTS)

A) First reading of Ordinance 18-03-CC – Committee Reorganization

Motion to approve Ordinance 18-03-CC on first reading and instruct staff to bring the item back on second reading passed 7-0.

B) First reading of Ordinance 18-04-CC – Purchase of 603 Sandalwood Drive

Motion to approve Ordinance 18-04-CN on first reading and direct staff to bring it back for second reading at the next city council meeting passed 6-1; with Councilmember Braden dissenting.

6. PUBLIC HEARINGS

A) Second reading of Ordinance 18-02-CC, sale of alcoholic beverages within the City of Destin

Motion to approve Ordinance 18-02-CC on second reading passed 5-2; with Council members Marler and Foreman dissenting.

7. *CONSENT AGENDA (NO PUBLIC COMMENTS)

- A) Resolution 18-01 – Interlocal Agreement with the Destin Fire Control District for Beach Safety and Lifeguard Services
- B) Resolution 18-08 – Request t approval for contract extension for the Independence Day Fireworks Display Continuing Services Contract with Pyro Shows, Inc.
- C) Resolution 18-10 – Continuing Services Contract for Arborist Services
- D) Approval of concession contract**
- E) Passport contract amendment for citation management
- F) Request Approval for use of City streets for the Junior League of the Emerald Coast, Inc. 5k walk/10k run (Rock the Road) Charity Race on February 24, 2018
- G) Amendment to City Land Use Attorney Contract

Motion to approve Consent Agenda items #7A thru #7G, as printed above, passed 7-0.

8. COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY (NO PUBLIC COMMENTS)

- A) Councilmember Braden
- B) Councilmember Ramswell
- C) Councilmember Dixon

Councilmember Dixon recommends they make some improvements to the piece of property next to the concrete plant before this summer so people can use it to the fullest extent possible.

- D) Councilmember Foreman
- E) Councilmember Marler
- F) Councilmember Destin
- G) Councilmember Morgan

H) Mayor Fischer

1) Executive Summary and Recommendation for CM Evaluation

Motion to authorize the City Manager's Employment Agreement to be amended and executed by the Mayor and City Manager, to be effective on the annual anniversary date of employment, to increase the City Manager's based salary by 1% merit increase passed 7-0.

I) Land Use Attorney

J) City Attorney

1) Utility Extension Agreement Offer Deadline

Motion to provide Gulf Power with a deadline of February 16, 2018 to provide a response to the Franchise Agreement extension passed 7-0.

9. COMMENTS/CONCERNS FROM THE AUDIENCE/PUBLIC ON ANY MATTERS CONSIDERED AT MEETING, OR ON ANY MATTERS NOT ON THE AGENDA

ADJOURNED: 8:40 PM

Greek's Catering and Events, Inc.
2325 Summit Blvd.
Pensacola, FL 32503
Tel 850-529-4609 Fax 850-466-3221
Email: greeksevents@gmail.com
www.greekscateringevents.com



DEAR CITY OF DESTIN,

Greek's Catering and Events, Inc. would like to renew the 1-year option for the current contract with no changes to be made for the 2019 year.

Thank you,

A handwritten signature in blue ink, appearing to read "Stelios Peterson", with a long horizontal flourish extending to the right.

Stelios Peterson, MBA
Greek's Catering and Events, Inc.



CONCESSIONS AGREEMENT ONE YEAR EXTENSION FOR CALENDAR YEAR 2019

This agreement dated the 3rd day of December 2018 is between the City of Destin, Florida Municipal Corporation, of 4200 Indian Bayou Trail, Destin, Florida 32541 and Greek's Catering and Events, Inc., of 2325 Summit Blvd., Pensacola, Florida 32503 to provide the City of Destin's 2019 Concessions Services throughout calendar year 2019.

It is expressly agreed by the parties that this is the first of five extensions to the Agreement originally approved by the Destin City Council on the 5th day of February, 2018 and the original is made a part hereof as though expressly rewritten, incorporated and included herein.

The following provision amends the contract of the parties and is binding upon them:

Greek's Catering and Events, Inc. shall comply with Florida Public Records Laws, specifically to:

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

Specifically, the CONTRACTOR must:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.



CONCESSIONS AGREEMENT ONE YEAR EXTENSION FOR CALENDAR YEAR 2019

The City Council authorized this agreement extension on December 3rd, 2018.

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

CITY OF DESTIN

X _____
Witness Signature

Date

X _____
Lance Johnson, City Manager

Date

X _____
Witness Signature

Date

X _____
Attest: Rey Bailey, City Clerk

Date

GREEKS CATERING AND EVENTS, INC.

X _____
Witness Signature

Date

X _____
Authorized Greek's Catering and Events , Inc. Representative

Date

Printed Name And Title

Printed Name And Title

RESOLUTION 18-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, RENEWING THE EXCLUSIVE CONCESSIONS AGREEMENT FOR CONCESSIONS SERVICES FOR CALENDAR YEAR 2019 BETWEEN THE CITY OF DESTIN AND GREEK'S CATERING AND EVENTS, INC.; PROVIDING FOR AN EFFECTIVE DATE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT EXTENSION FOR AND ON BEHALF OF THE CITY OF DESTIN.

WHEREAS, Greek's Catering and Events, Inc., has adequately provided Destin's concessions services for calendar year 2018; and

WHEREAS, the City desires to continue to secure concessions services with Greek's Catering and Events, Inc. as detailed in the original Concessions Agreement; and

WHEREAS, the original Concessions Agreement provides for up to five one year extensions when mutually agreed upon by both parties; and

WHEREAS, this constitutes the first such extension as provided for in the original Concessions Agreement; and

WHEREAS, Greek's Catering and Events, Inc. has agreed to render the City of Destin concessions services for which the City desires to contract.

NOW, THEREFORE, BE IT RESOLVED that the City of Destin, by and through its Council, formally accepts and adopts the first of five Annual Concessions Agreement Extensions between the City of Destin and Greek's Catering and Events, Inc., for the concessions services to the City effective January 1, 2019 through December 31, 2019.

BE IT FURTHER RESOLVED that the City Manager of the City of Destin is formally authorized to execute the Agreement for and on behalf of the City of Destin, which Agreement is attached and made a part hereof.

ADOPTED THIS 3rd DAY OF DECEMBER, 2018

BY:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

The form and content of the above Resolution is hereby approved for legal sufficiency

Jeff Burns, City Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 3, 2018

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU:

FROM: Kyle Bauman

DATE:

SUBJECT: First Amended and Restated City Attorney Employment Agreement

I. BACKGROUND:

1. **BACKGROUND:** The City currently contracts with the law firm Anchors Smith Grimsley, PLC, to provide general legal services to the City as the City Attorney. Jeffrey L. Burns, Esq., is currently designated as the City Attorney pursuant to the City Attorney Employment Agreement between the City and Anchors Smith Grimsley (the "Original Agreement"). In January 2018, Jeffrey L. Burns, will take the bench as a Circuit Court Judge in Escambia County, Florida, and thus, he will be unable to continue as City Attorney. In anticipation of this event, Anchors Smith Grimsley has drafted the attached First Amended and Restated City Attorney Employment Agreement (the "Amended Agreement"). The Amended Agreement designates Kyle S. Bauman, Esq., as the City Attorney.

II. DISCUSSION:

DISCUSSION: The Original Agreement, which was executed on September 20, 2016, and the Amended Agreement, which has an effective date of December 3, 2018, are attached. Except for the following changes, the two agreements are identical:

- The following "whereas" clauses are added to the Amended Agreement:
 - **WHEREAS**, on September 20, 2016, City and Counsel entered into the City Attorney Employment Agreement (the "Original Agreement"); and

- **WHEREAS**, the Original Agreement has been faithfully performed by both parties since its execution and the parties are satisfied with the each other's performance; and
 - **WHEREAS, WHEREAS**, in January 2019, Jeffrey L. Burns, the designated City Attorney pursuant to the Original Agreement, is exiting the practice of law to serve the public as a Circuit Court Judge in Escambia County, Florida;; and
 - **WHEREAS**, City and Counsel agree that Kyle S. Bauman shall assume Mr. Burns' role as the City Attorney and Kyle S. Bauman is hereby designated as and shall hold the title of City Attorney as of the Effective Date of this Agreement; and
 - **WHEREAS**, City and Counsel agree that Kyle S. Bauman shall serve as the primary contact and that Steven B. Bauman shall serve as the secondary contact if Kyle S. Bauman is unavailable for the City on behalf of Counsel; and
- Paragraph 2(a) is amended to read that "Kyle S. Bauman shall hold the title of 'City Attorney';"
 - Paragraph 2(b) is added and it reads: "Kyle S. Bauman is designated as the primary contact on behalf of Counsel.If Kyle S. Bauman is unavailable, Steven B. Bauman, shall serve as the secondary contact on behalf of Counsel.If both Kyle S. Bauman and Steven B. Bauman are unavailable they shall make every effort to ensure that the City is adequately represented during the period of time that they are unavailable;"
 - The remaining subparagraphs are renumbered to reflect the addition of paragraph 2(b);
 - The newly renumbered paragraph 2(d) is amended to clarify that the City Attorney also represents any board requesting representation if it anticipates the need to conduct a quasi-

judicial hearing;

- Paragraph 3(d) is amended to clarify that in addition to not billing for travel time incurred in traveling to City Hall, Anchors Smith Grimsley will also not bill for travel time incurred in traveling to the City Hall Annex.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: The City Manager recommends approval of this item.

IV. RECOMMENDED MOTION: I move to approve the First Amendment to City Attorney Employment Agreement and authorize the Interim City Manager and Mayor to execute this agreement.

Attachments:

1. Agenda Item cover sheet --
Amendment to City Attorney
Employment Agreement
2. First Amended and Restated City
Attorney Employment Agreement
3. Original City Attorney Employment
Agreement



CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: October 15, 2018**TYPE OF AGENDA ITEM: Consent Agenda – City Attorney Contract Amendment**

TO: Mayor and City Council**THRU:** Interim City Manager/Lance Johnson**FROM:** City Attorney – Anchors Smith Grimsley**DATE:** November 29, 2018**SUBJECT:** First Amended and Restated City Attorney Employment Agreement

- I. BACKGROUND:** The City currently contracts with the law firm Anchors Smith Grimsley, PLC, to provide general legal services to the City as the City Attorney. Jeffrey L. Burns, Esq., is currently designated as the City Attorney pursuant to the City Attorney Employment Agreement between the City and Anchors Smith Grimsley (the “Original Agreement”). In January 2018, Jeffrey L. Burns, will take the bench as a Circuit Court Judge in Escambia County, Florida, and thus, he will be unable to continue as City Attorney. In anticipation of this event, Anchors Smith Grimsley has drafted the attached First Amended and Restated City Attorney Employment Agreement (the “Amended Agreement”). The Amended Agreement designates Kyle S. Bauman, Esq., as the City Attorney.
- II. DISCUSSION:** The Original Agreement, which was executed on September 20, 2016, and the Amended Agreement, which has an effective date of December 3, 2018, are attached. Except for the following changes, the two agreements are identical:
- The following “whereas” clauses are added to the Amended Agreement:
 - **WHEREAS**, on September 20, 2016, City and Counsel entered into the City Attorney Employment Agreement (the “Original Agreement”); and
 - **WHEREAS**, the Original Agreement has been faithfully performed by both parties since its execution and the parties are satisfied with the each other’s performance; and
 - **WHEREAS, WHEREAS**, in January 2019, Jeffrey L. Burns, the designated City Attorney pursuant to the Original Agreement, is exiting the practice of law to serve the public as a Circuit Court Judge in Escambia County, Florida;; and
 - **WHEREAS**, City and Counsel agree that Kyle S. Bauman shall assume Mr. Burns’ role as the City Attorney and Kyle S. Bauman is hereby designated as and shall hold the title of City Attorney as of the Effective Date of this Agreement; and

- **WHEREAS**, City and Counsel agree that Kyle S. Bauman shall serve as the primary contact and that Steven B. Bauman shall serve as the secondary contact if Kyle S. Bauman is unavailable for the City on behalf of Counsel; and
- Paragraph 2(a) is amended to read that “Kyle S. Bauman shall hold the title of ‘City Attorney’;”
- Paragraph 2(b) is added and it reads: “Kyle S. Bauman is designated as the primary contact on behalf of Counsel. If Kyle S. Bauman is unavailable, Steven B. Bauman, shall serve as the secondary contact on behalf of Counsel. If both Kyle S. Bauman and Steven B. Bauman are unavailable they shall make every effort to ensure that the City is adequately represented during the period of time that they are unavailable;”
- The remaining subparagraphs are renumbered to reflect the addition of paragraph 2(b);
- The newly renumbered paragraph 2(d) is amended to clarify that the City Attorney also represents any board requesting representation if it anticipates the need to conduct a quasi-judicial hearing;
- Paragraph 3(d) is amended to clarify that in addition to not billing for travel time incurred in traveling to City Hall, Anchors Smith Grimsley will also not bill for travel time incurred in traveling to the City Hall Annex.

III. CONCLUSION: The City Manager recommends approval of this item.

IV. RECOMMENDED MOTION: I move to approve the First Amendment to City Attorney Employment Agreement and authorize the Interim City Manager and Mayor to execute this agreement.

Attachments:

- A. City Attorney Employment Agreement**
- B. First Amendment to City Attorney Employment Agreement**

First Amended and Restated City Attorney Employment Agreement

THIS FIRST AMENDED AND RESTATED CITY ATTORNEY EMPLOYMENT AGREEMENT (the "Agreement" or "Contract") made and entered into this _____ day of _____ 2018, by and between the City of Destin, a Florida municipal corporation, 4200 Indian Bayou Trail, Destin, Florida 32541, hereinafter referred to as "City," and Anchors Smith Grimsley, PL 909 Mar Walt Drive, Suite 1014, Fort Walton Beach, Florida 32547, (hereinafter referred to as "Counsel" or "City Attorney").

WITNESSETH:

WHEREAS, City desires to contract with Counsel for the purposes of providing municipal attorney services to the City; and

WHEREAS, Counsel represents that Counsel is fully qualified to handle such legal services; and

WHEREAS, Counsel agrees to provide the specified services in accordance with terms hereof;

WHEREAS, on September 20, 2016, City and Counsel entered into the City Attorney Employment Agreement (the "Original Agreement"); and

WHEREAS, the Original Agreement has been faithfully performed by both parties since its execution and the parties are satisfied with the each other's performance; and

WHEREAS, in January 2019, Jeffrey L. Burns, the designated City Attorney pursuant to the Original Agreement, is exiting the practice of law to serve the public as a Circuit Court Judge in Escambia County, Florida; and

WHEREAS, City and Counsel agree that Kyle S. Bauman shall assume Mr. Burns' role as the City Attorney and Kyle S. Bauman is hereby designated as and shall hold the title of City Attorney as of the Effective Date of this Agreement; and

WHEREAS, City and Counsel agree that Kyle S. Bauman shall serve as the primary contact and that Steven B. Bauman shall serve as the secondary contact if Kyle S. Bauman is unavailable for the City on behalf of Counsel; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties hereby agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions under which Counsel shall provide municipal legal services to the City relating to the City's legislative, administrative, quasi-judicial, and litigation requirements.

2. **Scope of Services.** Counsel agrees to perform and conduct services in the following manner:

- (a). Kyle S. Bauman shall hold the title of “City Attorney”;
- (b). Kyle S. Bauman is designated as the primary contact on behalf of Counsel. If Kyle S. Bauman is unavailable, Steven B. Bauman, shall serve as the secondary contact on behalf of Counsel. If both Kyle S. Bauman and Steven B. Bauman are unavailable they shall make every effort to ensure that the City is adequately represented during the period of time that they are unavailable;
- (c). Utilization of all of the professional staff of Counsel on behalf of City is authorized, as directed by the City Attorney;
- (d). Counsel shall perform all necessary and proper local government legal services pursuant to the direction of the City Council and City Manager, including but not limited to, attending meetings, serving in a general advisory capacity to staff, advising the City Council, Board of Adjustment, and any other board or committee requesting representation in quasi-judicial hearings, rendering legal opinions, reviewing and preparing contracts, prosecuting and/or defending legal actions for and against the City, and creating, reviewing and revising ordinances;
- (e). Working in conjunction with Land Use Counsel on behalf of the City if Land Use Counsel requests any assistance, or if directed by the City Manager or City Council;
- (f). Counsel shall first obtain the authorization of the City Council before instituting any legal action or entering any appearance on behalf of the City in any pending action;
- (g). Should Counsel determine that attorney representation in addition to that provided by Counsel would be advisable, or if additional counsel is required to be procured due to an ethical conflict of interest faced by Counsel, City Attorney shall first obtain the authorization of the City Council before soliciting any additional attorney representation and should the City Council determine that attorney representation is required in addition to that provided by Counsel, the City Council may or may not task the City Attorney to solicit such services as may be deemed necessary;
- (h). If an emergency matter arises, that requires additional counsel be retained before the requested procurement of additional counsel can be presented to the City Council, then the City Attorney may confer with the City Manager to procure emergency additional counsel, and if the City Manager is in agreement that additional counsel should be procured, then City Attorney can procure additional counsel on behalf of the City, so long as the additional counsel does not require a retainer, and as long as the additional counsel’s contract for services is terminable at will by the City. If additional counsel is procured on an emergency basis, then the emergency procurement will be brought before the City Council at the next regular City Council meeting, and the emergency procurement shall undergo the procedure set forth above in subsection (g).; and

(i). Specialists or experts (e.g. expert witnesses) may be needed for unusual or unique legal matters, or for litigation, which may require an expertise not possessed by Counsel. Counsel will not employ or otherwise incur an obligation to pay specialists or experts for services in connection with services herein without prior approval of the City Manager.

(j). IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, (EMAIL), CITY OF DESTIN, CITY CLERK'S OFFICE, 4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541. (CS/HB 273)

(k). Counsel must comply with the public records laws, Chapter 119, F.S.; specifically Counsel must:

i. Keep and maintain public records required by the City to perform the service.

ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Counsel does not transfer the records to the City.

iv.. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Counsel or keep and maintain public records required by the City to perform the service. If Counsel transfers all public records to the public agency upon completion of the contract, Counsel shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Counsel keeps and maintains public records upon completion of the contract, Counsel shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

3. **Compensation.** City agrees to compensate Counsel as follows:

(a) For ordinary services [exclusive of special services described in subsection (b)] which include serving in a general advisory capacity to staff, preparation for and attendance at all City Council, Agency, Board and Committee meetings and workshops, assisting in the preparation of quasi-judicial hearings, representing the City in quasi-judicial hearings, and creating, reviewing and revising ordinances, a monthly retainer of Six Thousand Dollars and 00/100 per month, payable as billed, in advance. The monthly retainer shall cover the first forty-five (45) hours of ordinary services that are billed out each month, and for any ordinary services exceeding forty-five hours of billable time, such additional ordinary services shall be billed out at the hourly rate of \$145.00 per hour. The monthly retainer amount shall be reviewed on an annual basis by January 31st of each calendar year, at a meeting between the City Manager and City

Attorney, and if either the City Manager or Counsel determine that the retainer should be adjusted, based upon the volume of work that is being performed for the City, then the City Manager and Counsel shall negotiate an addendum to this agreement that modifies the retainer, and said addendum shall be presented to the City Council for the City Council's review and approval;

(b) For special services at the hourly rates of \$145.00 per hour for attorneys. Special services shall include work related to litigation, real estate transactions (other than simple contract review of purchase/sale agreements of real property, which fall under ordinary services) and special projects. Identification of special projects will be made in good faith by the City Manager and City Attorney at the time of the assignment or recognition by them that the assignment is a special project;

(c) If the City elects to retain Counsel as Local Counsel, to provide an opinion for any public finance issuance or loans, then the City and Counsel shall negotiate a compensation agreement for the specific matter based on a reasonable market rate for such services that reflects the risk to Counsel associated with providing such services.

(d) Counsel's general billing policies are as follows: no fee will be charged for travel to and from home or office to City Hall and City Hall Annex; other travel time is billable as incurred; travel expenses will be billed based on City Travel Reimbursement Rate; copy and printing charges are billed at the rate of \$0.20 per page; specially billed phone call services (conferences, etc.) as incurred; postage charges are billed as incurred. Counsel's time records are kept in one-tenth hour increments, with the minimum being one-tenth hour. All work assigned to Counsel will be accomplished by attorneys or legal assistants of Counsel under the direction of City Attorney;

(e) If the City requires the City Attorney or Counsel to attend any seminars, conferences, or any other business on behalf of the City that requires travel outside of Okaloosa or the surrounding counties, or which requires the City Attorney or Counsel to seek overnight lodging accommodations, then the City shall reimburse the City Attorney or Counsel for the cost of attendance based on the City employee travel policy which includes reasonable travel and lodging expenses.

(f) The City shall make the following available to City Attorney:

i. If requested by City Attorney, use of City Staff, and resources (copiers, supplies, etc.), on a limited basis if required during the course of providing any legal services to the City;

ii. If requested by City Attorney, a city email address with exchange server calendaring capabilities;

iii. If requested, a cell phone, with email capability, issued by the City, for the sole purpose of conducting business on behalf of the City.

4. **Term.** City will have the option to cancel the contract with thirty (30) days from notification, without penalty. Counsel will have the option to cancel the contract with ninety (90) days from notification, without penalty.

5. **Billing.** Counsel shall provide monthly invoice with fees and expenses. The City Manger shall have statement payment approval authority for City.

6. **Other Agreements.** This Agreement sets forth the entire Agreement between the parties. No prior or present agreements or representations shall be binding upon City or Counsel unless included in this Agreement. No modification or change to this Agreement shall be binding upon the parties unless in writing and executed by the party for parties to be bound thereby.

7. **Severability.** Should any part of this Agreement be determine by a court of competent jurisdiction to be contrary to applicable law, the remainder of the Agreement shall remain in full force and effect.

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

9. **Governing Law and Venue.** The parties intend that this Agreement 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 Agreement between the parties shall be exclusively in Okaloosa County, Florida and nowhere else.

10. **Binding Effects.** This Agreement shall be binding upon the parties hereto and upon their successors and assigns.

11. **Effective Date.** This Agreement shall be effective December 3, 2018.

IN WITNESS WHEREOF, the parties of this Agreement have set their hands and seals on the say and year first above written.

CITY OF DESTIN

ANCHORS SMITH GRIMSLEY, PL

By: _____
GARY JARVIS
Mayor

By: _____
KYLE S. BAUMAN, Esq.
Attorney at Law

LANCE JOHNSON
City Manager

Attest: _____
REY BAILEY
City Clerk

City Attorney Employment Agreement

THIS AGREEMENT made and entered into this 20th day of September 2016 by and between the City of Destin, a Florida municipal corporation, 4200 Indian Bayou Trail, Destin, Florida 32541, hereinafter referred to as "City" and Anchors Smith Grimsley, PL 909 Mar Walt Drive, Suite 1014, Fort Walton Beach, Florida 32547, hereinafter referred to as "Counsel".

WITNESSETH:

WHEREAS, City desires to contract with Counsel for the purposes of providing municipal attorney services to the City; and

WHEREAS, Counsel represents that Counsel is fully qualified to handle such legal services; and

WHEREAS, Counsel agrees to provide the specified services in accordance with terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties hereby agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions under which Counsel shall provide municipal legal services to the City relating to the City's legislative, administrative, quasi-judicial, and litigation requirements.

2. **Scope of Services.** Counsel agrees to perform and conduct services in the following manner:

- (a). Jeffrey L. Burns will hold the title of "City Attorney";
- (b). Utilization of all of the professional staff of Counsel on behalf of City is authorized, as directed by the City Attorney;
- (c). Counsel shall perform all necessary and proper local government legal services pursuant to the direction of the City Council and City Manager, including but not limited to, attending meetings, serving in a general advisory capacity to staff, advising the City Council and Board of Adjustment in quasi-judicial hearings, rendering legal opinions, reviewing and preparing contracts, prosecuting and/or defending legal actions for and against the City, and creating, reviewing and revising ordinances;
- (d). Working alongside Land Use Counsel on behalf of the City if Land Use Counsel requests any assistance, or if directed by the City Manager or City Council;

(e). Counsel shall first obtain the authorization of the City Council before instituting any legal action or entering any appearance on behalf of the City in any pending action;

(f). Should Counsel determine that attorney representation in addition to that provided by Counsel would be advisable, or if additional counsel is required to be procured due to an ethical conflict of interest faced by Counsel, City Attorney shall first obtain the authorization of the City Council before soliciting any additional attorney representation and should the City Council determine that attorney representation is required in addition to that provided by Counsel, the City Council may or may not task the City Attorney to solicit such services as may be deemed necessary;

(g). If an emergency matter arises, that requires additional counsel be retained before the requested procurement of additional counsel can be presented to the City Council, then the City Attorney may confer with the City Manager to procure emergency additional counsel, and if the City Manager is in agreement that additional counsel should be procured, then City Attorney can procure additional counsel on behalf of the City, so long as the additional counsel does not require a retainer, and as long as the additional counsel's contract for services is terminable at will by the City. If additional counsel is procured on an emergency basis, then the emergency procurement will be brought before the City Council at the next regular City Council meeting, and the emergency procurement shall undergo the procedure set forth above in subsection (f).; and

(h). Specialists or experts (e.g. expert witnesses) may be needed for unusual or unique legal matters, or for litigation, which may require an expertise not possessed by Counsel. Counsel will not employ or otherwise incur an obligation to pay specialists or experts for services in connection with services herein without prior approval of the City Manager.

(i). IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, (EMAIL), CITY OF DESTIN, CITY CLERK'S OFFICE, 4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541. (CS/HB 273)

(j). Counsel must comply with the public records laws, Chapter 119, F.S.; specifically Counsel must:

- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Counsel does not transfer the records to the City.

iv.. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Counsel or keep and maintain public records required by the City to perform the service. If Counsel transfers all public records to the public agency upon completion of the contract, Counsel shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Counsel keeps and maintains public records upon completion of the contract, Counsel shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

3. **Compensation.** City agrees to compensate Counsel as follows:

(a) For ordinary services [exclusive of special services described in subsection (b)] which include serving in a general advisory capacity to staff, preparation for and attendance at all City Council, Agency, Board and Committee meetings and workshops, assisting in the preparation of quasi-judicial hearings, representing the City in quasi-judicial hearings, and creating, reviewing and revising ordinances, a monthly retainer of Six Thousand Dollars and 00/100 per month, payable as billed, in advance. The monthly retainer shall cover the first forty-five (45) hours of ordinary services that are billed out each month, and for any ordinary services exceeding forty-five hours of billable time, such additional ordinary services shall be billed out at the hourly rate of \$145.00 per hour. The monthly retainer amount shall be reviewed on an annual basis by January 31st of each calendar year, at a meeting between the City Manager and City Attorney, and if either the City Manager or Counsel determine that the retainer should be adjusted, based upon the volume of work that is being performed for the City, then the City Manager and Counsel shall negotiate an addendum to this agreement that modifies the retainer, and said addendum shall be presented to the City Council for the City Council's review and approval;

(b) For special services at the hourly rates of \$145.00 per hour for attorneys. Special services shall include work related to litigation, real estate transactions (other than simple contract review of purchase/sale agreements of real property, which fall under ordinary services) and special projects. Identification of special projects will be made in good faith by the City Manager and City Attorney at the time of the assignment or recognition by them that the assignment is a special project;

(c) If the City elects to retain Counsel as Local Counsel, to provide an opinion for any public finance issuance or loans, then the City and Counsel shall negotiate a compensation agreement for the specific matter based on a reasonable market rate for such services that reflects the risk to Counsel associated with providing such services.

(d) Counsel's general billing policies are as follows: no fee will be charged for travel to and from home or office to City Hall; other travel time is billable as incurred; travel expenses will be billed based on City Travel Reimbursement Rate; copy and printing charges are billed at the rate of \$0.20 per page; specially billed phone call services (conferences, etc.) as incurred; postage charges are billed as incurred. Counsel's time records are kept in one-tenth

hour increments, with the minimum being one-tenth hour. All work assigned to Counsel will be accomplished by attorneys or legal assistants of Counsel under the direction of City Attorney;

(e) If the City requires the City Attorney or Counsel to attend any seminars, conferences, or any other business on behalf of the City that requires travel outside of Okaloosa or the surrounding counties, or which requires the City Attorney or Counsel to seek overnight lodging accommodations, then the City shall reimburse the City Attorney or Counsel for the cost of attendance based on the City employee travel policy which includes reasonable travel and lodging expenses.

(f) The City shall make the following available to City Attorney:

i. If requested by City Attorney, use of City Staff, and resources (copiers, supplies, etc.), on a limited basis if required during the course of providing any legal services to the City;

ii. If requested by City Attorney, a city email address with exchange server calendaring capabilities;

iii. If requested, a cell phone, with email capability, issued by the City, for the sole purpose of conducting business on behalf of the City.

4. **Term.** City will have the option to cancel the contract with thirty (30) days from notification, without penalty. Counsel will have the option to cancel the contract with ninety (90) days from notification, without penalty.

5. **Billing.** Counsel shall provide monthly invoice with fees and expenses. The City Manager shall have statement payment approval authority for City.

6. **Other Agreements.** This Agreement sets forth the entire Agreement between the parties. No prior or present agreements or representations shall be binding upon City or Counsel unless included in this Agreement. No modification or change to this Agreement shall be binding upon the parties unless in writing and executed by the party for parties to be bound thereby.

7. **Severability.** Should any part of this Agreement be determined by a court of competent jurisdiction to be contrary to applicable law, the remainder of the Agreement shall remain in full force and effect.

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

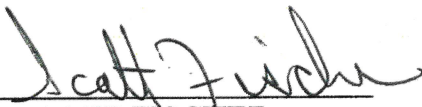
9. **Governing Law and Venue.** The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in Okaloosa County, Florida and nowhere else.

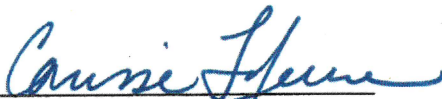
10. **Binding Effects.** This Agreement shall be binding upon the parties hereto and upon their successors and assigns.

11. **Effective Date.** This Agreement shall be effective September 20, 2016.

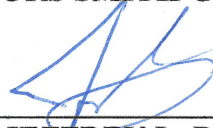
IN WITNESS WHEREOF, the parties of this Agreement have set their hands and seals on the say and year first above written.

CITY OF DESTIN

By: 
SCOTT FISCHER
Mayor


CARISSE LEJEUNE
City Manager

ANCHORS SMITH GRIMSLEY, PL

By: 
JEFFREY L. BURNS
Attorney at Law

Attest: 
REY BAILEY
City Clerk