

**REGULAR MEETING
DESTIN CITY COUNCIL
JANUARY 7, 2019
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

CALL TO ORDER

INVOCATION (Reverend Russ Whitten - Destin Church of Christ)

PLEDGE OF ALLEGIANCE

RECONFIRM APPOINTMENT OF INTERIM CITY COUNCILMEMBER FOR THE CITY OF DESTIN

INAUGURATION OF INTERIM CITY COUNCIL MEMBER FOR THE CITY OF DESTIN

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 November 5, 2018 regular city council meeting
- B. Approval of minutes of October 1, 2018 regular city council meeting

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

- A. 2018 City of Destin Outdoor Decorating Contest Winners

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. Update on FLUM and Zoning Map Inconsistencies
- B. Discussion regarding short turn lane into Emerald Grande as part of 3R FDOT Hwy 98 reconstruction project
- C. Captain Royal Melvin Heritage Park & Plaza - Engineering Redesign Proposal
- D. Paid Parking-Seeking Direction
- E. Confirmation: Parks & Recreation Director
- F. Hiring Appraisal and Economics Associates as the City's appraiser for the Destin Fishing Fleet property in the Bert Harris claim
- G. Independent Planning Consultant for Evaluation of Destin Fishing Fleet Claim

- H. Update on Public Beach Initiative and Appraisal Process
- I. Public Services Director & City Engineer
- J. Announcements

5. PUBLIC HEARINGS

- A. Second Reading of Ordinance 18-28-CC - Amendment to Harbor and Waterways Ordinance
- B. Second reading of Ordinance 18-27-CN - Acquisition of 108 Sibert Avenue
- C. First reading of Ordinance 18-23-LC - Amend Section 7.12.01(A)2 of the Land Development Code changing the designation of an 11.543 acre parcel of land located on U.S. Highway 98 from Commercial General (CG) to Town Center Mixed Use (TCMU)
- D. First reading of Ordinance 18-29-CC - Amendments to Short-Term Rental Ordinance and Establishing Maximum Occupancy Limits.
- E. Dock application at 288D Harbor Blvd
- F. Dock application at 302 Harbor Blvd

6. *CONSENT AGENDA (No public comments)

- A. Interlocal Agreement between Okaloosa County and the City of Destin for Design and Construction of improvements to the intersection of Commons Drive and Henderson Beach Road
- B. Financial System (MUNIS) Continuing Services/Licensing and Support Renewal for 2019
- C. Separation Agreement

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

- A. Councilmember Braden
- B. Councilmember Ramswell
- C. Councilmember Overdier
 - 1. Nomination of Mr. Jim Foreman for membership to the Board of Adjustment
- D. Councilmember Marler
- E. Councilmember Destin
 - 1. Coyote mitigation
- F. Councilmember Morgan
- G. Mayor Gary Jarvis
- H. Land Use Attorney
- I. City Attorney
 - 1. Update to East Pass Dredge Administrative Actions

8. ADJOURN

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

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

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

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

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

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

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

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

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

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

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
NOVEMBER 5, 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 Tuffy Dixon
Councilmember Chatham Morgan	Councilmember Prebble Ramswell
Councilmember Cyron Marler	Councilmember Skip Overdier
Councilmember Parker Destin	Councilmember Rodney Braden

Destin City Staff

Interim City Manager Lance Johnson	City Clerk Rey Bailey
Acting Public Services Director Tim Pietenpol	IT Manager Webb Warren
Acting Parks & Recreation Director Lisa Firth	HR Manager Karen Jankowski
Acting Community Dev. Director Steve Schmidt	Finance Director Bragg Farmer
Public Information Manager Doug Rainer	City Attorney Kyle Bauman
City Land Use Attorney Kimberly Kopp	

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM. Reverend Kevin Wendt of Grace Lutheran Church gave the invocation; which was then followed by the Pledge of Allegiance.

AGENDA APPROVAL

Councilmember Braden requested that Consent Agenda item 6E be placed under CITY MANAGER REPORT.

Councilmember Braden requested that agenda item 7J(1) be placed under CITY MANAGER REPORT.

Motion by Councilmember Destin, seconded by Councilmember Dixon, to pull agenda item 4E – Ordinance 18-15-LC – and place it on the November 19, 2018 City Council meeting agenda passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).

Motion by Councilmember Destin, seconded by Councilmember Overdier, to approve the agenda, as amended, passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).

1. APPROVAL OF MINUTES

A. Approval of minutes of October 25, 2018 special city council meeting

Motion by Councilmember Destin, seconded by Councilmember Morgan, to approve minutes of October 25, 2018 special city council meeting passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).

B. Approval of minutes of October 22, 2018 special city council meeting

Motion by Councilmember Marler, second by Councilmember Destin, to approve minutes of October 22, 2018 special city council meeting passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).

C. Approval of minutes of July 16, 2018 regular city council meeting

Motion by Councilmember Braden, seconded by Councilmember Marler, to approve minutes of July 16, 2018 regular city council meeting passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).

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

A. Structured Parking Solutions, Greg Darden

Mr. Greg Darden, Director of Business Development, Structured Parking Solutions provided the following presentation:

- The SPS team responded to the City RFP18-09-PS seeking a holistic team to solve for parking and other transportation needs for the Destin Harbor District.
- The SPS team was selected by the City Council on August 6, 2018.
- Since being selected the SPS team has met with City staff, the County, the TDD, stakeholders, and hosted a public forum to collect comments, suggestions, and support.
- The SPS team has developed a three-phased approach:
 - ❖ Phase One: Continued due diligence efforts, public involvement, creation of a master plan
 - Phase Two: Confirmation of Costs and Schedule
 - Phase Three: Implementation of Approved Items
- Requesting acceptance of the Memorandum of Understanding (MOU) which authorizes the SPS team to enter into Phase One
 - ❖ Phase One: Due Diligence, Public Involvement, and Creation of Masterplan
 - ❖ Event Duration 26 weeks, Cost to City \$146,860.00
- The SPS team will oversee Two Public Meetings as requested by the City Council, one within a Transportation Workshop to present the conceptual Masterplan and one for the final.

- The City and SPS team will continue stakeholder meetings and coordination efforts with City Staff, FDOT, Citizens, and others.
- The City and SPS team will mutually develop a conceptual Masterplan.
- SPS will develop a preliminary budget for the approved Masterplan.
- The City and SPS team will identify funding sources.
- The City and SPS team will modify the masterplan, improvements, and schedules by prioritizing improvements balanced by available funding sources.
- The SPS team will present the final conceptual masterplan, implementation schedules for improvements, and potential funding sources to the City Council.
- Phase One Deliverables:
 - ❖ Phased Masterplan
 - ❖ Phased Masterplan Schedule
 - ❖ Phased Masterplan Revenue Model
- At the Conclusion of Phase One the City Council will decide which masterplan items will be advanced to Phase Two.
- Phase Two includes sufficient design work to provide City Council with guaranteed pricing and revenue sources.
- The City of Destin will own all studies, findings, designs, and masterplan items

Following the presentation, the Mayor announced he would allow public comments pertaining to this subject at this time. Having none, the Mayor turned the matter over to the City Council for discussion and consideration.

There was a general consensus among the Council to move on to agenda item 4A – Memorandum of Understanding – Structured Parking Solutions

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

4. CITY MANAGER REPORTS

A. Memorandum of Understanding (MOU) – Structured Parking Solutions

The Interim City Manager noted that during a previous Council workshop, the Council requested that the Memorandum of Understanding (MOU) for Structured Parking Solutions be placed on tonight's agenda for consideration; adding that this item has been reviewed by the City Attorney.

According to the City Attorney, he worked with Mr. Darden in cleaning up the contract language on how the City would pay them. It is mainly for the City's benefit so they would not be obligated to pay the entire \$150,000 if they choose to enter in a MOU tonight. He continued that the way the MOU currently reads, the City would pay in three separate installments depending upon the sub-phases that are completed within phase one by Structured Parking Solutions.

Councilmember Dixon stated that by purchasing a new parking lot, he feels they have done all they could in trying to provide extra parking for businesses that failed to provide enough of their

own; adding he cannot support the possibility of the City going into debt in trying to do more. He continued that he would be willing to listen but not support this MOU tonight.

Councilmember Braden stated that \$146,860 is too much money to spend on a parking solution for just the harbor district; adding that only about 30 percent of traffic stops in Destin; the other 70 percent just passes through.

Councilmember Morgan noted that an email this Council recently received from Okaloosa County basically stating the County is not required to support construction of the City's parking lot gives him concern as to whether or not the City would be able to pay for it. He also believes they are subsidizing irresponsible owners that opened their businesses without ample parking. He added he cannot support this project without funding commitment from the Okaloosa County Tourist Development Department (TDD).

Councilmember Marler stated that they need to consider the future because the number of people that come to Destin increases each year; and it will continue to increase especially if the TDD keeps promoting it. There is also potential for more development and re-development in the harbor district. He reiterated that the City had made written promises to provide parking for the harbor businesses. He suggests they pursue a public-private partnership, where the City does not have to necessarily fund the project. They could make a deal with companies who build parking garages.

According to Councilmember Ramswell, they have infrastructure and parking problem and something needs to be done about it. She also stated that during this firm's initial presentation, their presentation packet included a letter to a local developer that should have been addressed to the City. It was disconcerting to her because the letter involves a project in which the developer had no land or City interest. She also noted the recent packet they received discusses how they should be removing the burden of employee parking from businesses. She believes the purpose of these parking garages is to secure parking for residents and tourists that want to visit the harbor and not for businesses that did not adequately provide enough parking; some of which already purchased additional property to create more parking spaces for their employees and customers.

Councilmember Ramswell also expressed concern about the County TDD not willing to provide financial support for this project when it is really geared toward tourism. She also believes public-private partnerships are complicated because there is always a possibility for one party to carry the full financial burden for the project. She also learned from a course she took with the Florida League of Cities that there are essentially two different types of public-private partnerships; a demand-risk partnership (the "good" kind) and availability payment partnership (the "bad" kind). She added they need to seriously discuss these aspects before they considering engaging into a public-private partnership.

Mr. Darden stated that the MOU does not only address the parking issues in the harbor district, it also identifies some of the gaps in the design of the crosstown connector; and that his firm is committed to providing some solutions to fill those gaps. He also stated that the master plan, which is part of their proposed solutions, is not just about parking. It would also create wayfinding and better pedestrian ways, sidewalks and landscaping. He also mentioned that they met with County representatives, including representatives from the TDD, and felt they were pretty open-

mindful about this project; but, they want to make it if goes forward that it does not benefit just any one subset or group. He added that they have worked with other Florida counties, and there had been some legal opinions from the Attorney General that allows a TDD to participate in this type of project; and so they believe this project can be paid for or partially funded by the TDD.

With regards to Council's comments regarding unused parking spaces, Mr. Darden stated that any parking on the north side of US Hwy 98 would largely be under-utilized until there is a management program, which is part of their phase one activity. He also noted that part of the MOU was bringing back available revenue solution to help reduce the risk and liability for the City.

Next, Mr. Darden addressed the concern about the letter his firm sent to a local developer. He explained that his firm recognized the importance of a piece of property located behind McGuire's Restaurant and what it could mean to benefit parking needs. They were proactive in reaching out to the property owner and asking the property owner to provide a letter stating that his firm could have access to that property so that if the City decides to move forward with the development, those rights and privileges would be extrapolated to the City. They wanted to prove to the City Council that they recognize the importance of that property and took the effort to get control of it.

Mr. Darden explained the logic behind their comments about removing the burden of employee parking from business owners. They feel there is a security and safety issue with providing more public parking on the north side of US Hwy 98 and opening up more parking in privately owned parking lot on the south side. More visitors would be parking in the south side parking lots and going down to the harbor for dining and entertaining. To make that possible, they would need to move employee parking to the north side of US Hwy 98 at the owners' expense. They would be paying for the rights to those parking spaces.

Finally, Mr. Darden addressed the concept of public-private partnership; stating it is a great tool to apply for parking and transportation principles. However, it could be complicated and has a great chance of failing if they do not choose the right partner. He urged the Council to allow his firm to perform the studies and put together the cost and revenue budgets, and then bring it back; adding that the Council would get good information if they decide to proceed with the project or terminate the crosstown connector.

The Mayor noted that when the City initiated the boardwalk on the Destin Harbor, the property owners agreed to give up 25-feet of their property as easement to the boardwalk. In return, the City would provide enough upland parking for the businesses. He asked if the firm was able to determine the shortage of parking for the boardwalk when they conducted their parking audit.

According to Mr. Darden, his firm has not actually perform an audit at this stage; but, they looked at the parking study that was conducted for the City about 16 months ago, which suggested that the City had a deficit of about 1500 parking spaces. During the study, the existing businesses in the area, primarily on the south side of US Hwy 98, were surveyed. They looked at the types of businesses and the square footage of these businesses and apply the municipal code and came up with the deficit. He continued that they agree with the logic used in the study; but, they have not validated whether the square footage and business associations were accurate. He noted that significant parking users were excluded from the study. Delivery vessels and pontoon boats

businesses were also omitted as there was no way to identify how many pontoon boats or those types of vessels were in place at the time, and how many parking spaces should be associated with those types of vessels.

According to the Mayor, the current master plan shows the boardwalk continuing underneath the bridge all the way down to the new City park. He asked what it would do to the current deficit if they do not take any action to remedy the parking situation at all.

Mr. Darden stated that the boardwalk has become a destination, mostly for tourists. As they continue to expand the boardwalk underneath the bridge and back towards the park, it would expand the parking use and need in those areas. Some type of additional parking capabilities on the west side behind the McGuire's Restaurant location will provide the citizens and tourists the ability to come to that expanded part of the boardwalk as well as the City parks.

Councilmember Overdier noted that the County's primary concern was using public funds to create parking to subsidize private businesses; however, he also heard from Mr. Darden that many of the stakeholders are willing to participate in financing the parking garages which may alleviate some of the County's concerns. He added that the County TDD has enough money to be able to finance the project; but, they need to be able to show them that a lot of the private businesses who failed to provide enough parking are willing to make up for it by participating financially in this endeavor.

Councilmember Destin moved to table this item indefinitely; seconded by Councilmember Dixon. Motion passed 5-2 (Council members Morgan, Destin, Dixon, Ramswell and Braden voted "yes"; Council members Marler and Overdier voted "no").

B. Reclassify Planning Technician Position

The Interim City Manager noted that the Planning Division is currently budgeted for two planner positions and one planning technician position. He asked that the planning technician position be reclassified as a planner position allowing the Planning Division to maximize its essential duties and responsibilities. The City and its planning staff have a tremendous amount of work on the horizon as well as on their current work plans. Providing a reclassification of this staff position would greatly assist the department in providing the level of service their customers need and deserve. The effect on budget would be about \$14,266 annually with benefits. Due to the current director and planner vacancies, it will not require a budget amendment for the funds required for the reclassification.

Councilmember Braden moved to authorize the City Manager to re-classify the Planning Technician position to a Planner position; seconded by Councilmember Dixon. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

C. Update: Community Development Director

The Interim City Manager stated that the 4 finalists for the position are all highly qualified. They were invited to a "meet and greet" session with the City Council and the public. He offered

the position to the top candidate, but she declined the offer; stating that she was in a similar position before and she did not want to be in that position again at this time. He then offered the position to the second ranked candidate and he accepted. He asked the Council to approve his appointment of Mr. Louis Zunguze to the position of Community Development Director.

Councilmember Marler moved to approve the City Manager's appointment of Mr. Louis Zunguze to the position of Community Development Director. Councilmember Ramswell provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

D. City Manager Candidates

Mr. Buzz Eddy from FCMA announced they received 54 applicants for the position. Three of the applicants appeared on six lists, two applicants appeared on 5 lists, and three applicants appeared on four lists. He recommends the Council interviews the three applicants that received six votes and the two applicants that received five votes either in person or via Skype. He also recommends keeping the three applicants that received four votes on standby in the event any of the first five applicants withdraws. He named the following 5 finalists:

- Lance Johnson
- Danielle Judd
- Ted Lakey
- Mark Rohr
- Robert Rokovitz

After a brief discussion, the Mayor calls for a City Council Special Workshop on Tuesday, November 27th, beginning at 9:00 AM, for the City Council to conduct Skype interviews of the top 5 candidates.

Following this item, the Council moved on to agenda item 7J(1).

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

Item tabled to the November 19th City Council meeting

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

The City Attorney noted that the way the original Harbor and Waterways Ordinance was drafted, they would need to prevent any anchoring at all in the harbor in order to comply with the exact language. He stated that the City has been getting a lot of complaints about it; and so they are asking for Council's authorization for staff to come back with proposed revisions to the ordinance to possibly allow anchoring of regularly registered vessels in the harbor.

The Mayor stated this is very problematic for him and the other boat captains. The rules also prevent them from coming back to the dock and unloading their fish during daylight hours.

They also have travelers that want to come to the harbor, walk on the boardwalk and eat at restaurants; but, they have no place to dock their boats.

The City Attorney noted an exception in the State Statutes for commercial fishermen regarding this regulation; adding they do not have to worry about losing their catches over the next few weeks before they revise this ordinance.

Councilmember Braden moved to continue this item to the November 19, 2018 City Council meeting; and direct the City Attorney and staff to come back with amendments to the ordinance allowing all regular vessels to anchor in the harbor. Councilmember Marler provided a second to the motion.

Councilmember Braden asked if the amendments would include provisions for floating structures.

The City Attorney noted that floating structures and liverboards are already in separate categories under the current ordinance; and that they would not be affected by the amendments.

Councilmember Dixon noted that some of the floating structures on Crab Island are being registered as a vessel; adding they have to be very careful when they try to differentiate between real vessels and floating structures.

According to the Acting Community Director Steve Schmidt, a vessel is typically registered with the State and is capable of navigation under its own power.

Councilmember Ramswell asked if they should put a time restriction to prevent these vessels from anchoring in the harbor indefinitely.

The City Attorney stated that by State Statutes, a vessel that moors in one place for 30 days would fall under the category of a liverboard vessel; which is already covered in the ordinance. He added that trying to regulate the mooring time would fall under a different process that could take a lot longer.

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

G. Update: Code Compliance Manager

The Interim City Manager announced that four candidates applied for the position of Code Compliance Manager. Two of those candidates met all of the minimum requirements for the position. They interviewed the two candidates and he has selected Mr. Joseph Forgione. He stated that Mr. Forgione is a former City employee in good standing and who already has a strong understanding of both the Destin area and the Destin ordinances. He asked Council to approve the appointment of Mr. Forgione to the position of Code Compliance Manager.

Motion by Councilmember Braden, seconded by Councilmember Overdier, to approve the City Manager’s appointment of Joseph Forgione to the position of Code

Compliance Manager passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).

H. Announcements/Updates

The Interim City Manager announced will be out of town during the Thanksgiving week; and that Mr. Webb Warren will be Acting City Manager with full signature authority during that period.

5. PUBLIC HEARINGS

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

The City Attorney read Ordinance 18-22-CC by title; and then presented it to the City Council on second 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 their discussion and consideration.

Councilmember Overdier moved to approve Ordinance 18-22-CC on second reading; seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).

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

The City Attorney read Ordinance 18-06-LC by title; and then presented it to the City Council on second 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 their discussion and consideration.

Motion by Councilmember Dixon, seconded by Councilmember Ramswell, to approve Ordinance 18-06-LC on second reading and authorize its execution by the Mayor passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).

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

The City Attorney read Ordinance 18-27-CN by title; and then presented it to the City Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN OF OKALOOSA COUNTY, FLORIDA, RELATING TO THE 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.

The City Attorney recommends Council authorizes an environmental survey to be conducted on the property prior to approval of this proposed ordinance on first reading. He explains that it is more of a good practices standpoint as opposed to a legal requirement. If later on the seller tries to enforce the purchase agreement, the City will be in a stronger position if the environmental survey uncovered something to rescind that agreement.

Councilmember Destin moved to authorize the City Attorney and staff to conduct an environmental survey on 108 Sibert Avenue, and then bring the ordinance back on first reading after the survey has been conducted; seconded by Councilmember Overdier.

Councilmember Marler asked why an environmental survey is necessary when the City already owns the land on both sides of the property. He also asked if an environmental survey was conducted when they purchased the other two parcels.

The Mayor opined that an environmental survey is a good idea to make sure there has not been any toxic waste or things of that nature on that land that would create an issue where the City would be liable for the cleanup later on.

Councilmember Braden asked for a cost estimate to conduct an environmental survey.

According to Mr. Schmidt, it could cost approximately \$2500 for this small property. He stated that a background check on the property will be conducted to make sure there have not been any releases of any toxic substances or other serious issues related to the property.

The Mayor called for a vote on motion, which passes 6-1 (Council members Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”; Councilmember Morgan voted “no”).

6. *CONSENT AGENDA

- A. National Fish and Wildlife Foundation (NFWF) Chickasaw Way Drainage Improvements Project, Change Order No.1
- B. Airport Road Emergency Repair, Request for Payment Authorization
- C. Main Street Betterment Alliance Veteran's Day 5k Run/Walk
- D. Choctawhatchee High School Cheer 5k Run/Walk

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

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

The City Attorney noted that this item went before the City’s Harbor and Waterways Board; and that the Board had voted to go forward with this project. However, he had not sufficiently reviewed the application prior to the Board’s decision, and that he would need a little more time to do so. He asked that this item be continued to the next meeting.

Motion by Councilmember Destin, seconded by Councilmember Ramswell, to continue this item to the November 19, 2018 City Council meeting passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).

Next item discussed was agenda item 4F

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

- A. Councilmember Braden

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

Councilmember Braden moved to appoint Capt. James Green to the Harbor and Waterways Board; seconded by Councilmember Dixon. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).

- B. Councilmember Ramswell

Councilmember Ramswell would like the City to continue working and reaching out to the County and County's Tourist Development Department with regards to transportation issues, and the financing of the structured parking solution in Destin.

- C. Councilmember Dixon
- D. Councilmember Overdier

Councilmember Overdier noted that he has discussed issues relating to the Stahlman Avenue and U.S Hwy 98 Intersection with FDOT; and that FDOT informed him they plan to look at that intersection on Fiscal Year 2021 so they could decide what to do to alleviate the problems in that area. They would also look at the crosstown connector and how it fits in so that people using the connector could get through that intersection to and from US Hwy 98 with ease. He also stated that FDOT's decision would be reflected in their 5-year plan; at which time it would also get on the Transportation Planning Organization (TPO) agenda. As the Council's representative to the TPO, he would try to persuade the TPO to recommend moving it up so that it can be done about the same time the crosstown connector is completed. He added that FDOT is asking for input from the City; and so he would recommend that the full time City Manager and City Engineer they hire provide that input to FDOT, with Council's approval, and to make sure FDOT's plan is suitable for the City.

Councilmember Morgan noted that one of the County's plans for using the sales tax money was for a Stahlman Avenue and US Hwy 98 intersection improvements. He asked that proper coordination is made with both the County and FDOT.

Councilmember Overdier also noted that FDOT inspects bridges every two years. Marler Bridge scored a 90, on the scale of 0 to 100, at the last inspection; and so it would be many years before they have to worry about the Marler Bridge. Meanwhile, Brooks Bridge scored a 46; which is why it is being replaced.

- E. Councilmember Marler
- F. Councilmember Destin
- G. Councilmember Morgan
- H. Mayor Gary Jarvis

1. Public Beach Initiative

The Mayor provided the following presentation:

Project Overview

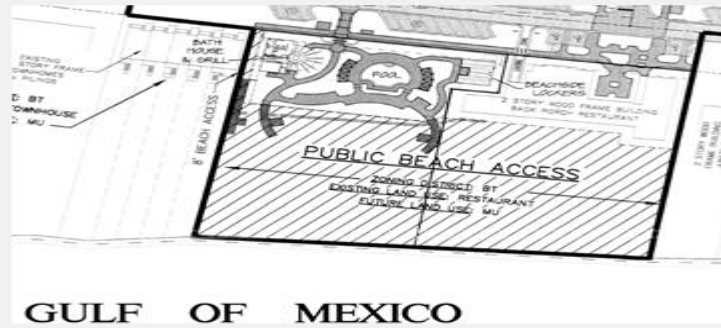
- July 26, 2018 Special City Council Meeting
Motion: Authorize Mayor Gary Jarvis to lead the initiative of trying to acquire more public beaches, with assistance from the City Attorney Jeff Burns and City Land Use Attorney Kimberly Kopp, and to have preliminary discussions with land owners at their discretion passed 7-0
- Seeking Direction

- ❖ Prioritize available land options
- ❖ Identify/decide upon funding sources
- ❖ Guidance moving forward
- The need for public beach (citizens/visitors' emails to Council)
 - ❖ "So how do I, as an 18year citizen of Destin, gain access to the water? Walk over people in the public area? The public area boundaries are not marked, so what if I "trespass" on to the "private" beach. The tourists have no idea what is going on or where to set up on the beach."
 - ❖ "I own a house and live year-round in Crystal Shores, Crystal Beach, Destin. We went to the beach on the 4th of July at 8:00 AM with out-of-town guests and were shocked that we could barely find a place by the water to put our 4 chairs. There weren't many people there at that early time, but the beach up by the water was packed with empty chairs and umbrellas from the vendors."
 - ❖ "I am not usually one to write about being disappointed in something I have done or somewhere I have been, but this really has gotten me upset. After 12 great years of enjoying our yearly vacations to the Destin area, sadly we will not be returning to the area. While the Gulf Coast is hard to beat with the beauty and ease of vacationing, you have now blocked the beach for us second class visitors."

Current Measurements of Beach Parks (Gulf Front)

- Public Gulf Front parks (in feet)
 - ❖ June White Decker – 80 feet
 - ❖ James Lee Park (County) – 1500 feet
 - ❖ Shores at Crystal Beach – 68 feet
 - ❖ TOTAL: 1648 feet
- Gulf Front – Capri by the Gulf
 - ❖ Parcel Acreage: 2.1 acres
 - ❖ Parcel Beach Acreage: 0.68
- Gulf Front – Crystal Port
 - ❖ Shores at Crystal Beach Park
 - Parcel Acreage: 0.43 acres
 - Beach Acreage: 0.25 acres
 - ❖ Crystal Port
 - Parcel Acreage: 0.33 acres
 - Beach Acreage: 0.13 acres
- East Pass Preserve – Parcel B
 - ❖ State Land: 20.35 acres
 - ❖ Parcel B: 11.69 acres
 - ❖ Parcel C: 1.84 acres

Restaurant Row Redevelopment Dedicated Beach Access



16

Restaurant Row Redevelopment Dedicated Beach Access



17

Restaurant Row Redevelopment Dedicated Beach Access – before closure



18

Restaurant Row Redevelopment
Dedicated Beach Access – after closure



Councilmember Dixon noted that Parcel B contained spoil easement; adding that this particular parcel has a lot of issues that they would need to look into.

The City Attorney added that the owner of Parcel B made it clear he would want to reserve the right to put beach chairs on that property; and that he would retain a certain amount of acreage for himself.

Councilmember Destin suggests they seek preliminary negotiations with the County TDD, Triumph Gulf Coast and Trust with Public Lands with regards to financing; adding that these three entities together may be able to fund the total amount and the City would take on the obligation of maintaining the park in perpetuity. He also like to hear further explanations as to the nature of the holdout on the two unit owners.

Mr. Jay Roberts of the Capri Owners Association explained that Capri by the Gulf was a hotel built in the 1960s. It was then redeveloped in 1981 into town homes. The Association owns all the common areas outside the footprint of each of the units; and the individual owner owns the units. There are 24 units with 22 owners. Owners of 21 units have signed on to this plan. As far as the three potential holdouts, only one person has indicated she is definitely not interested in selling her unit, which is located in the northeast corner of the property. The other two units are located adjacent to that property, and that they have not received specific objections from the owners of those two units.

Councilmember Dixon asked about the price of the Crystal Port parcel; to which the Mayor replied \$3.6 million.

Councilmember Ramswell suggests they also looked into the property to the west of Crystal Port. It is a major access point utilized by the lifeguards as well as multiple vendors.

The Mayor noted that the west of Crystal Port is owned by the same group except it is in a different contract agreement with another corporation. They would have to determine who would

sell the property or if they want to sell it at all. However, they would be willing to lease the beach portion for a fee until that issue is resolved.

Councilmember Ramswell also noted that the owner of the lot immediately west of James Lee Park, which is currently a vacant lot, has 69 feet of beach access as opposed to 50 feet with Crystal Port. The asking price for the property is \$5 million.

There was a general consensus amongst the Council to pursue both Capri and Crystal Port options, and to continue dialogue with property owners. The Mayor and city attorneys will bring back some options and seek policy direction from the City Council at the November 19th Council meeting.

Next, the Mayor informed the Council they had deeded public beach access that was part of Sterling Shores development order; and that there was some vague language that according to the Land Use Attorney may have to be addressed in court.

According to the Land Use Attorney, the deeded public beach access was the condition of the development order; however, it was not specifically dedicated to the City on the plat and she had not seen any recorded document showing the public beach access.

The City Attorney opined there is an implied dedication because the picture seemed to indicate there was a beach access there at one point where they allowed people to use it.

The City Attorneys and City Manager will investigate this issue and report back to Council.

- I. Land Use Attorney
- J. City Attorney

The City Attorney suggests scheduling a workshop to discuss the mooring field idea, and engaging Mr. Matt Trammell of Taylor Engineering to share his knowledge in this area.

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

The City Attorney noted this item is related to the City's contract with Tetra Tech, Inc. and that Council directed the City Attorney to prepare a letter of termination.

The City Attorney Associate, Steve Bauman, stated that after the Council had voted to direct the City Attorney to prepare the termination document, City staff provided them a copy of work order #35 which became part of this contract. It is an ongoing work order for the Calhoun Pedestrian Improvement and Boardwalk. He stated that before they can write a 30-day termination letter, they need to be sure the Council still wishes to do so knowing that a project is currently ongoing. It would then terminate all work under the contract.

According to the Interim City Manager, the day after Council adopted the motion to have the City Attorney prepare a letter of termination, staff did some research and discovered work order #35 that was tied to the same contract as the park. They reported it to the City Attorney

immediately and suggested they inform the Council to get further direction. He stated that work order #35 was for a conceptual drawing of the pathway going underneath the bridge, the cost of which was approximately \$30,000. He continued that Tetra Tech, Inc. has already provided two of the drawings. Some of the other items listed on the work order that have not been fulfilled included some public meetings and other documentations. He also stated that approximately \$20,000 has been spent on this work order, which is nearing completion. He added that they have possession of the drawings, which under the current contract, belong to the City. The City would be obligated to pay for the work that had been completed under this work order, and then any work products, such as the conceptual drawings, would then belong to the City.

Councilmember Braden moved to re-affirm the decision to terminate the City's contract with Tetra Tech, Inc., and direct the City Attorney to write a termination letter giving a 30-day notice. Councilmember Dixon provided a second to the motion.

Councilmember Ramswell asked when the final drawing is due for completion.

According to the Interim City Manager, the work order did not specify a due date.

Councilmember Overdier asked who would perform the work on the new park if they terminate this contract with Tetra Tech, Inc.

According to the Interim City Manager, they have a continuing services contract with another engineer; adding they wanted to wait for the Council to decide on this issue before they contact him to see if he would be able to handle the additional workload; otherwise, they could go out for another continuing services contract.

Councilmember Marler stated that they would only be delaying completion of this park if they choose to terminate the contract with Tetra Tech, Inc.

According to Councilmember Ramswell, this whole issue is about Tetra Tech's mishandling of the Heritage Park development in different phases and overcharging the City.

Councilmember Destin announced he would abstain from voting as he has relatives that own a corporation involved litigation with regards to the park property.

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

Following this item, the next item discussed was agenda item 6E

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

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
OCTOBER 1, 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 Tuffy Dixon
Councilmember Chatham Morgan	Councilmember Rodney Braden
Councilmember Parker Destin	Councilmember Prebble Ramswell
Councilmember Cyron Marler	Councilmember Skip Overdier

Destin City Staff

Interim City Manager Lance Johnson	City Clerk Rey Bailey
Acting Parks & Recreation Director Lisa Firth	HR Manager Karen Jankowski
Acting Community Dev Director Steve Schmidt	Finance Director Bragg Farmer
City Engineer David Campbell	IT Manager Webb Warren
Public Information Manager Doug Rainer	City Attorney Kyle Bauman
City Land Use Attorney Kimberly Kopp	

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM. Pastor Steve Farris of First Baptist Church gave the invocation; which was then followed by the Pledge of Allegiance.

AGENDA APPROVAL

Councilmember Braden moved that agenda item #2A be pulled; seconded by Councilmember Ramswell.

Councilmember Braden noted that background materials for this agenda item were provided to the Council just before the Mayor convened this meeting and the Council did not have time to review the materials.

The Land Use Attorney explained that the backup materials the applicant's consultant submitted contained some errors, and that the City just received the corrected version today. However, the applicant is prepared to provide some explanations regarding this matter if the Council allows it to be heard tonight.

Motion failed 3-4 (Council members Morgan, Ramswell and Braden voted "yes"; Council members Destin, Marler, Overdier, and Dixon voted "no").

Motion by Councilmember Destin, seconded by Councilmember Overdier, to pull agenda items #4C and #4E and move them to the October 22nd Parking and Traffic Concurrency Workshop agenda, passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).

Motion by Councilmember Destin, seconded by Councilmember Overdier, to approve the agenda, as amended, passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).

1. APPROVAL OF MINUTES

A. Approval of minutes of June 4, 2018 regular city council meeting

Councilmember Destin moved to approve minutes of June 4, 2018 regular city council meeting; seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).

B. Approval of minutes of May 21, 2018 regular city council meeting

Councilmember Destin moved to approve minutes of May 21, 2018 regular city council meeting; seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).

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

A. Request by Mr. David Krebs for Letter of Concurrence for 25Foot Setback Waiver to Riparian Line

The applicant, Mr. David Krebs, explained that the Letter of Concurrence for Setback Waiver that was previously provided to the Council contained the wrong address, and the corrected version arrived late and was given to the Council just before the meeting. He stated that he is a commercial fisherman. They are running out of dock slips as Destin continues to grow. He bought the property to have some future for his commercial boats, and for his boats to remain in the harbor and not have to be moved elsewhere. This request is not to do any commercial activity; but, just to be able to have a place to moor these boats when they are not being used. He would like to extend his existing dock further seaward. The proposed extension would encroach upon the 25 foot setback from his riparian rights lines, unless he obtains a waiver of such setback requirement from FDEP. Because the City of Destin is the adjacent property owner to his property, he is requesting approval from the City to this request.

Councilmember Dixon wants to make sure any action the Council takes tonight does not bypass any of the other adjoining property owners or infringe upon their ability to address this issue.

According to the Land Use Attorney, Mr. Krebs is looking for a Letter of Concurrence from the City because the City owns the adjacent land; and that FDEP requires this Letter of Concurrence before they would approve the dock extension because it encroaches into the City’s FDEP-required

setback. She added there is no public hearing requirements or notification requirements regarding this issue.

Mr. Kreb reiterated that they would not be conducting any commercial activity in that area.

Councilmember Destin moved to issue a Letter of Concurrency for the applicant, Mr. David Krebs, to waive the 25-foot setback to the riparian line, and direct the City Manager to execute the Letter of Concurrency; seconded by Councilmember Morgan.

Councilmember Braden stated there were several people that have asked him what this issue was about; to which he could not respond because not all the information were available until just before this meeting started. At least one of those people expressed the desire to speak on the subject; but, none of them is present tonight. He added he is not in favor of giving away more of the City's land, waterfront access or riparian rights.

The Land Use Attorney explained that the setback requirement is from the riparian line in the water. If Mr. Krebs extends his deck out, it would fall within 25 feet of that line. Since the City of Destin owns the adjoining property, it has to concur with the dock extension.

Councilmember Ramswell asked if the dock is encroaching upon the City's riparian rights the way it is currently situated; to which Mr. Krebs replied affirmatively. He added they are extending the existing dock and following the same riparian rights that existing dock already encroached on.

Councilmember Ramswell asked if this encroachment would preclude the City from putting in a dock at the Harbor View Park if they decide to do so in the future.

According to the City Attorney, the City's Harbor and Waterways Board has some guidelines that they follow and they make an advisory decision for the City Council, and that the City Council makes the final decision.

Councilmember Marler noted there is nothing the City could legally do to add anything to what is already in existence in that area. They would not be able to build a dock because it is a wetland and it is protected. There is a mini-park and a road entrance to the Grand Harbor Condominium.

Councilmember Ramswell asked if a water taxi stop or a kayak launch has different setback requirements in terms of space.

The Land Use Attorney stated it would have the same setback requirements.

The Mayor announced he will allow public comments regarding this issue at this time. Having none the Mayor asked the Council to vote on the motion.

Motion passed 6-1 (Council members Morgan, Destin, Marler, Overdier, Dixon and Ramswell voted "yes"; Councilmember Braden voted "no").

B. Update on recent Harbor and Waterways Board discussions regarding observed waterway issues and potential solutions – Mr. Matthew Trammell, Harbor and Waterways Board Chairman

Mr. Matthew Trammell, Harbor and Waterways Board Chairman, provided a brief overview of the Board's recent activities. He stated that the Board has been proactive in trying to get more involved in other aspects of their mission rather than just a permitting authority on development projects in the harbor and other Destin waterways. He stated their true mission included reviewing plans for future growth and development, conducting inventory of potential or existing sources of pollution and try to come up with potential solutions, monitoring the overall condition of the Destin Harbor, protecting coastal resources and reducing adverse impacts and protecting and enhancing coastal shorelines. He then discussed the Boards efforts in terms of water quality in the harbor.

Potential Issues	Potential Solutions
Sewage Pollution	• Education/Outreach/Signage/Flyers ○ Signage along harbor waterfront, signs at storm drains, flyers/pamphlets throughout the harbor ○ “No Discharge Zone” signage within Destin Harbor • Increased enforcement/Stiffer fines ○ Increased city code enforcement ○ Possible code revisions • Increased public sewage pumpout facilities ○ Incentive for private marinas to provide public facilities/use ○ Large-scale public facilities at City parks ○ Research funding for pumpout facilities at public or private marinas/docks • Tracking commercial vessel pump outs • Additional public restroom facilities along harbor waterfront
Dissolved Oxygen	• Pump station improvements / reconstruction • Pump station fixed budget for operation & maintenance • Oxygen treatment, aeration, etc.

Nutrients/Turbidity	• Enhanced storm water treatment ○ Work with DWU to identify potential problem areas ○ Reduce/Minimize direct outfalls ○ Enhanced treatment within upland areas • Living shoreline projects within watershed (Marsh Grass/Oyster beds, etc.) ○ Work with CBA and HIIA to identify willing property owners and potential target areas • Regulations on fertilizer use along upland properties • Regulations on gravel lots within watershed area • Education/Outreach within local watershed ○ Flyers/Pamphlets to waterfront owners, etc. • Possible code revisions to encourage natural/living shorelines and/or limit hard structures
Trash (cigarette butts, bottles/cans, plastic bags, fish carcasses, etc.)	• Education / Outreach / Signage ○ Signage along harbor waterfront, signs at storm drains, flyers / pamphlets throughout harbor ○ “Keep Destin Harbor Clean” banners, etc. • Additional trash receptacles ○ Fixed trash receptacles along harbor waterfront (possibly including local arts) ○ Floating trash receptacles in problem areas ○ Recycling containers along harbor waterfront • Increased enforcement/Stiffer fines ○ Increased City code enforcement ○ Possible code revisions • Organized clean-up efforts (volunteer or funded) ○ Parks Dept. or TDC funded ○ Purchasing additional cleaning equipment

	• Designated bins for fish carcasses at private and/or public marinas • Designate “No smoking” areas along the harbor or prohibit all smoking along the harbor • Work with DWU to identify potential problem areas and install trash Grafting • Water fountains along the Harbor Boardwalk (to reduce water bottle usage) • Plastic bag ban (?)
Heavy Metals / Oils Grease*	• Increased incentives for boat lifts or non-leaching dock materials • Reporting system for oil spills/slicks • Increased enforcement/Stiffer fines ○ Increased City code enforcement ○ Possible code revisions • Organized battery/trash removal within waterbody • Enhanced testing to identify source pollutants • Hire an environmental intern next summer to compile & Review WQ data • Environmental dredging within “Hot Spots

Mr. Trammell asked the Council to consider hiring a Harbor Master; perhaps an environmental scientist dedicated to all Destin waterways.

Councilmember Dixon noted there are trash in the water that had been there for years, such as traffic cones, tires and batteries. He suggests contacting a dive club and asking if they could possibly send divers out in the water to help remove some of this trash.

Mr. Trammell suggests establishing a website where people could report oil slicks, sewage spills or trash in the water.

Councilmember Dixon stated he does not remember exactly what this Council had decided to do about the harbor pump.

According to the City Engineer, the harbor pump is still vibrating but it is currently running; but, it may need some maintenance. They need to determine how to stop the vibration and still get some useful year out of that pump. He previously stated that a smaller pump would accomplish the same thing; it would just have to run a little longer.

Councilmember Dixon stated he seemed to remember Council approving expenditure for a different type of pump system. He asked the City Engineer to look into the discussion held at a

Council meeting several months ago relative to the harbor pump and provide an update at the next meeting.

Councilmember Marler asked the Harbor and Waterways Board to provide some ideas on the Joe's Bayou expansion; how to make it look more presentable to the public and how to make it more useful besides utilizing it for parking.

The Mayor noted they previously had a presentation for PumpOut USA with regards to the sewage issue. He suggests contacting the previous Destin Mayor Craig Barker and requesting a scaled down version of that presentation, and then bring it back to Council. He also stated that further enforcement with regards to oil spill, pollution and sewage falls under the jurisdiction of the United States Coast Guard and Florida Fish and Wildlife Commission (FFWC). They just need to educate the general public where to report their findings.

Councilmember Ramswell stated she supports the idea of contacting FFWC and seeing about getting an extra officer; adding it could be something that is easily accomplished.

Mr. Trammell stated that they previously looked into this matter and made the recommendation to the City. He continued that for approximately \$50,000, they could have a dedicated FFWC officer patrolling a designed area during the hundred days of summer.

Councilmember Ramswell noted that during a budget meeting back in August 2016, this Council discussed the possibility of hiring a Harbor Master. She asked for an update on this issue.

Councilmember Dixon stated that they made the qualification for a Harbor Master so restrictive that no one has qualified for the position; adding they would need to come up with a better job description for a Harbor Master.

Councilmember Destin noted that the Council discussed four different options during that period, to include hiring a Harbor Master. They decided to fund an extra boat and an extra deputy to patrol the harbor.

Mr. Trammell mentioned that Ms. Dawn McDonald, a City planner, made an excellent suggestion to the Board about bringing in an intern for the summer to help collect water quality data. This intern could be either a high school or college student.

Councilmember Ramswell stated it is a great idea since they are pursuing a Destin High School and focusing on several fields of study including Marine Biology or Marine Science.

Councilmember Ramswell stated that with regards to developing a master plan to beautify the harbor district, back in December 2006, Tetra Tech made a formal announcement they are being hired by the City to do a complete conceptual planning and design for the entire harbor district. It included waterfront boardwalk improvements, parking improvements, pedestrian and water access improvements, roadway and streetscape improvements and storm water improvements. She continued she would like to see any of these plans that may have been developed.

Councilmember Destin asked Mr. Trammell to coordinate with the Interim City Manager about contacting FFWC regarding derelict vessels; and for the City to work hand in hand with FFWC in identifying derelict vessels, contacting the owners, and removing them from their local waterways in accordance with statutory provisions.

The Mayor asked the Interim City Manager to schedule a workshop to discuss all these issues and obtain public input.

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

Mr. Darryl Shelton, a Destin resident, stated that with regards to the previous discussion, the Ultimate Condo at 280 Gulf Shore Drive has an excellent pump-out facility, and that they welcome anybody to use it. He then moved to discuss issues relating to short-term rentals. He stated that during a Council meeting about a year ago, 6 people stood up and convinced this Council to form a Short-Term Rental Task Force just when they were almost ready to vote on short-term rental regulations; and that all 6 people were non-Destin residents. Most of them lived in Walton County. The Council subsequently formed and appointed 7 members to the task force. These members met weekly for 9 straight weeks. They spent over 200 hours formulating their recommendations to the City Council. He continued that it seemed the process stopped after the recommendations were submitted to the Council. He asked that these recommendations be put back on the agenda for implementation; adding they would need to have something on the books before January 2019 when short-term rental registrations begin.

According to the Mayor, he plans on calling for a Special City Council meeting very soon to discuss and finish the ordinance.

Ms. Patti Brown, a Destin resident and a Short-Term Rental Task Force member, noted that most of their recommendations passed with unanimous votes from the members of the task force. The Council approved some of them for implementation, but they are not being enforced. Trash cans are still being left out for an extended period of time and they still have illegal parking everywhere. She continued that members of the task force spent many hours researching and collecting information state-wide. She urged the Council to put this item back on the agenda sooner rather than later for implementation.

Councilmember Ramswell asked how those recommendations which have already been incorporated into the code are being enforced.

The Interim City Manager stated that he has recently discussed some of these issues with the Code Enforcement Manager; and that they are trying to put a plan in place to be able to do a better job enforcing the code. He explained that at the end of the hundred days of summer, code enforcement staff went to reduced schedule. There was not much coverage on weekends and during evening times. He asked the Code Enforcement Manager to come back with a plan to put back some enhanced coverage even during off season because it is obviously necessary based on some of the email correspondence from the public.

Councilmember Ramswell expressed that when Council approved the hiring of additional code enforcement officers during the last budget cycle, it was her understanding it would extend the hours of coverage to include nights and weekends. However, she had gotten multiple calls from citizens wanting to know where to report the violations because all they get is a voice mail message when they tried to call the City.

According to the Interim City Manager, the Code Enforcement Manager informed him they had code enforcement officers working parts of the weekend and later into the evening during the hundred days of summer. However, they went back to normal business hours after Labor Day. He added they would discuss going back to having some coverage later into the evening when most of these violations are occurring.

Councilmember Ramswell suggests establishing a point of contact for citizens who are encountering such issues.

Councilmember Marler argues that it would be unsafe to send unarmed code enforcement officers to enforce the code by themselves late at night. They should be able to call the Sheriff's Department to send one of their deputies for support.

According to the Interim City Manager, he recently met and discussed this matter with Captain Nix of the Sheriff's Office. He was not sure if the Sheriff wants to get involved with code enforcement business; however, they would absolutely respond immediately if the City's code enforcement officers feel they are in danger.

Capt. Nix noted that they are already providing support to code enforcement officers, and that hiring a deputy for this purpose would just be a waste of money for the City. He continued that if any of the code enforcement officers encounters anybody that is being belligerent, all they have to do is call the Sheriff's Office and a deputy will respond immediately and stand-by them to make sure they are protected while they do their job.

Councilmember Ramswell stated that they hire code enforcement officers to enforce the code; but, if they are unwilling to do so, they should hire somebody else. She continued that the Council needs to know what it needs to do in order to properly empower code enforcement officers so they could do their job.

According to Councilmember Braden, the code enforcement officers need not have to confront anybody. They could simply call the responsible party listed on the signs each short-term rental property is required to have in front of their building.

The Interim City Manager noted that part of their discussion was to make sure these signs are properly posted.

Ms. Patti Brown, a Destin resident, stated that it is difficult to rely on the Sheriff's Department as they are always very busy especially during the height of the season. They are placed at a lower priority when they call in their complaints. She continued that these violations are not happening from midnight to 6:00 a.m.; but, from 6:00 a.m. to 5:00 p.m. when code enforcement officers should be on duty. She also stated she has had several discussions with the former City

Manager about this issue. There was never a situation when a code enforcement officer's life was threatened. She added that this has become a year-round issue, and there was a plan to raise rental property rates so they could hire more code enforcement officers.

4. CITY MANAGER REPORTS

A. Proposal for the redesign of Captain Royal Melvin Heritage Park & Plaza

The Interim City Manager noted that the City Council previously directed staff to have Tetra Tech, Inc. provide a quote for the recommended design changes to Capt. Royal Melvin Heritage Park. Tetra Tech, Inc. provided a quote in the amount of \$27,790.00. He asked for the Council's direction to approve the quote and allow staff to move forward, or reject it and provide additional directions on how they would like staff to proceed.

Councilmember Braden noted that Tetra Tech Inc. charges \$4250.00 for meetings. He asked what kind of meetings they plan to schedule.

The City Engineer David Campbell explained these meetings would be similar to the meetings held during the initial stages of the plans. Tetra Tech representatives would be attending meetings of the Harbor CRA Advisory Committee, CRA Board and the City Council to do the presentations.

Councilmember Braden stated he was under the impression the City's other consultant, Jenkins Engineering, is capable of completing the plans all the way to 100 percent.

Councilmember Braden moved to reject the quote provided by Tetra Tech, Inc. and direct the City Attorney to look into terminating the City's relationship with Tetra Tech, Inc.; seconded by Councilmember Ramswell.

Councilmember Dixon asked Mr. Campbell if he was capable of completing the design.

Mr. Campbell stated that he could complete the job from the engineering perspective; however, he does not possess the skill of a design landscape architect which is necessary to finish the project.

Councilmember Dixon asked if Mr. Campbell would be capable of completing the design if they bring in a landscape architect to provide some assistance. He stated he previously spoken with the former City Manager who stated that the City Engineer should be able to complete the design if he could clear is calendar for about 30 days.

Mr. Campbell stated that he is capable of engineering this project from a professional standpoint, but it would require him to prioritize his time.

Councilmember Dixon suggests they either consider finishing up the design in-house or assign the job to their other continuing services contractor.

Mr. Campbell stated that completing the project in-house is an option as they have civil engineering design capabilities in their department. However, they would need to sub-contract some of the aspects of the design such as landscape architecture. He continued if it requires any modifications to the building, they would need to hire an architect, a mechanical engineer, an electrical engineer and everything that goes along with building design.

Councilmember Ramswell stated she was under the impression the only thing left to do is computer aided design (CAD) at this point.

Mr. Campbell explained it is a lot more than just modifying an existing set of plans. The engineer who will take over the project would have to obtain permission to use the previous engineer's documents and then take the liability for that design.

According to the City Engineer, he has not had a chance to review the documents the City had executed with Tetra Tech; however, if the Council wants to explore the possibility of terminating their relationship with Tetra Tech, they could provide a legal review of the documents.

There were some discussions relative to the proposed changes to the plans. Mr. Campbell read the following items from the amended scope of work:

- Sidewalk above the bluff grade shall be moved to minimally impact existing trees on the property or adjacent properties as determined by a licensed arborist
- Bluff shall be maintained, and ramp be designed into the project that is ADA-compliant along the west property line from Harbor Boulevard to the harbor boardwalk, allowing for switchbacks running perpendicular to the bluff
- Bathrooms and the resource room included in the previously prepared designs shall remain on the lower southern part of the property and the design revised to incorporate into the bluff
- The bathrooms and bandstand shall be designed to face due south, and there shall not be any shade or canopy structures on either the east or west sides, but only directly over the top of the bandstand
- Incorporate park elements identified by the client previously designed below the bluff to be above the bluff grade

Capt. Jim Green, Vice-Chair of the Harbor CRA Advisory Committee, suggests Council considers other options if they are not happy with the estimate provided by Tetra Tech as City staff is already short-handed and quite overwhelmed at this point. He feels that charging \$5,000 for meetings is quite excessive. He suggests removing the requirement for a licensed arborist as they are already aware of a licensed arborist's opinion about the trees and they are not happy with it.

Councilmember Destin announced he would abstain from voting as he is related to someone who is involved in litigation relating to this matter.

The Mayor called for a vote on the motion; which passes 6-0 (Council member Morgan, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”; Councilmember Destin abstained from voting).

B. Resolution 18-37 FY 2019 Law Enforcement Agreement

The Interim City Manager explained this is an annual renewal of the contract with the Okaloosa County Sheriff's Office for law enforcement services.

Councilmember Overdier moved to adopt Resolution 18-37 accepting the FY 2019 Law Enforcement Service Agreement to provide law enforcement services to the City of Destin by the Okaloosa County Sheriff's Office from October 1, 2018 to September 30, 2019; seconded by Councilmember Dixon. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

C. Memorandum of Understanding - Structured Parking Solutions

Item pulled from the agenda.

D. City Manager Candidates Update

Mr. Buzz Eddy from FCCMA discussed the next steps in the hiring process for a full time City Manager. He stated they have received approximately 55 applications, and that both he and the City's Human Resources Manager have reviewed all of them. There are about 20 applicants that meet the qualifications and job description that they published. He recommends the City Council reviews all 55 applications and by their own opinions develop their list of the best qualified candidates to bring forward to the next step in the process. Both he and the Human Resources Manager will review the list. The applicants that received the most votes from the Council will be included in the short list of finalists that will be provided to the Council. He also suggests the Council schedules a special meeting and interviews all or some of the finalists, possibly via Skype. They could then narrow the list down to 3 or 4 and interview each one in person.

Councilmember Braden stated he would prefer to personally meet with each candidate once they have narrowed the list down to about five finalists.

Councilmember Dixon would like to see the list of finalists as compiled by Mr. Eddy and the Human Resources Manager.

Councilmember Ramswell noted that she is prepared to submit her list of finalists tonight as she was under the impression they were supposed to come up with that list tonight. She asked when they should submit this list.

Mr. Eddy stated if they could get the lists from the Council in time, they could place this item back on the October 15th Council meeting agenda.

The Human Resources Manager asked if the Council would allow the Mayor to submit his own list even though he does not have a vote.

It was the consensus of the Council to allow the Mayor to submit a list.

- E. Resolution 1829 Supporting Advanced Funding Agreement with FDOT for the Crosstown Connector

Item was pulled from the agenda

- F. 108 Sibert Avenue prospective purchase

The Interim City Manager stated that staff has engaged an appraiser to do an appraisal on this property, as previously directed by the Council, which appraisal concluded a value of \$250,000 for the property. He asked for Council's authorization for staff to enter into negotiations with the property owner, with direct cooperation with the City Attorney, and bring back a proposed contract for Council's approval.

Councilmember Destin moved to authorize City staff, with direct cooperation with the City Attorney, to enter into negotiations with regards to possible acquisition of the property located at 108 Sibert Avenue, and bring back a proposed contract for Council's approval; seconded by Councilmember Overdier. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

- G. Announcements & Updates

The Interim City Manager made the following announcements:

- October 25th – City of Destin's Annual Open House at the Destin Community Center
- The County is considering future expansion of parking at James Lee Park
- The Harbor CRA Advisory Committee had made a request to have the City Attorney attend their meetings

The City Attorney noted that both the Harbor CRA Advisory Committee and the Harbor and Waterways Board need the City Attorney's presence at their meetings.

Motion by Councilmember Overdier, seconded by Councilmember Destin, to have the City Attorney attends all meetings of the Harbor CRA Advisory Committee and Harbor and Waterways Board passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

- October 29th @ the Destin Community Center – 18th Annual Fall Festival
- November 3rd, 5-8 PM – Annual Pin Fish Classic
- November 16th @ the Destin Community Center – 12-17 Annual Holiday Craft Show

At this time, the Human Resources Manager provided a brief update on the search for a new Community Development Director. She stated the Interim City Manager and certain members of staff have interviewed 5 candidates via Skype. She has requested a background check as well as assessment for each of the candidates. The team will review all the documents and potentially narrow down the list of candidates to 3 or 4. They would also like to schedule the candidates for a "Meet and Greet" session with the Council once they receive an agreed upon date from the Council.

5. PUBLIC HEARINGS

6. CONSENT AGENDA

- A. Interlocal Agreement with the Destin Fire Control District for Beach Safety Services and Lifeguard Services; Resolution 1835
- B. Animal Control Services Contracts; Resolutions 1823, 1824, 1825
- C. Request Approval of Bid Number 1813PS, Miscellaneous Mechanical Services Continuing Services Contract; Resolution 1834
- D. Request Approval of Microsoft Office 365 Licensing and Migration Services
- E. Contract Resolution 1833 for the Florida Department of Transportation (FDOT) Right-of-Way Landscape Maintenance within the Destin city limits with Ferrovia Infrastructure, Inc. formally known as Broadspectrum Infrastructure, Inc.
- F. Reimbursement to Councilmember Skip Overdier for expenses incurred while attending the Florida League of Cities Legislative Policy Committee meeting at Orlando, Florida, on September 1315, 2018
 - G. 1838, authorizing the City Clerk to provide notice of proposed ordinance relating to communications facilities in city rights-of-way to the Secretary of State at least ten days prior to October 15, 2018, which is 10 days prior to first reading of ordinance
- H. NW FL Track Club, Inc. Request for use of Right of Way / Destin Rodeo Run 5k
- I. Resolution 1839 Supporting the Destin Water Users, Inc., and their participation in the "Imagine a Day Without Water" campaign

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

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

- A. Councilmember Braden

Councilmember Braden asked the Interim City Manager to check into the two pontoon boat rental companies that apparently have not submitted their application and have not paid their dues the past two years, since the Livery Vessel Ordinance was adopted. He would also like to know why staff allowed it to happen.

- B. Councilmember Ramswell
- C. Councilmember Dixon

Councilmember Dixon noted that he previously attended a Public Works/Safety Committee meeting and asked the committee to look at ways to expedite the projects that could potentially solve the issues related to the dangerous curve on Airport Road. He also made some recommendations for guardrails and some pavings in the inside and outside lanes.

- D. Councilmember Overdier
- E. Councilmember Marler

- 1) Discussion of the City Charter regarding the process of hiring and terminating the services of the City Manager and City Attorney

Item was pulled from the agenda

- F. Councilmember Destin

- 1) Solutions to private pay-to-park and traffic congestion

Councilmember Destin suggests exploring a requirement of collecting money at the exit rather than at the entrance to the parking lot.

Councilmember Marler noted that his employer, the Emerald Grande, is currently exploring option.

According to the City Engineer, they have been in contact with an FDOT representative and requested that a right-turn lane to the traffic light to the main entrance to the Emerald Grande be included in the 3R project. He continued there is a right-turn lane from the bridge into the secondary entrance to the Emerald Grande already programmed into the 3R project. He added that FDOT scheduled a meeting this week, and so they should get a response from them soon.

Councilmember Dixon wants to make sure they are not singling out the Emerald Grande as there are other properties that are using their parking lots for pay-to-park.

The Mayor requested that this subject be placed on the October 15th meeting agenda under City Manager Report.

Councilmember Ramswell asked if there was a traffic study done on the Emerald Grande development before it was built, and another study done after the completion of the major phases.

According to the City Engineer, a traffic study is conducted for each project which shows the impact on the highway; and that an initial study was conducted for this project. The study showed a peak hour analysis that is currently on the current level of service they have on US Hwy 98; but, the study has not been re-accomplished.

Councilmember Ramswell asked whether the Emerald Grande is due for another study particularly since they have another phase of the project they could potentially develop.

The City Engineer stated he is not sure how the project was initially analyzed; adding that the additional phase may have been analyzed along with the original development. But, they could certainly look at it to determine if the next phase needs another traffic analysis.

According to Councilmember Ramswell, the project has had a tremendous impact on traffic; and that additional development could have a catastrophic impact.

- G. Councilmember Morgan
- H. Mayor Jarvis
- I. Land Use Attorney
- J. City Attorney

Having no further business at this time, the meeting was adjourned at 8:40 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 7, 2019

TYPE OF AGENDA ITEM: Presentation

TO: City Council

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

FROM: Lisa Firth, Interim Parks & Rec Director

DATE: January 2, 2019

SUBJECT: 2018 City of Destin Outdoor Decorating Contest Winners

I. BACKGROUND: The residents, businesses, and organizations that are located within the city limits of Destin are all given the opportunity to participate in the Annual Holiday Outdoor Decorating Contest. There are six categories that are judged which can be found listed below;

1. Best Decorated Home: This category includes single homes, duplexes (best side), mobile homes, etc.
2. Best Decorated Business: This category includes restaurants, shops, department stores, schools, professional offices, etc.
3. Best Decorated Organization: This category includes entrances to homeowner's associations, golf courses, etc.
4. Best Decorated Condominium: This category includes entrances to condominiums and the property as a whole.
5. Best on the Harbor: This category includes homes, business and condominiums on the harbor.
6. Best overall Holiday: This category includes all homes, business, and organizations throughout the city limits that go above and beyond.

The judge's panel is made up of six volunteers, including but not limited to, city employees, residents and business owners within the city. Each judge is assigned an area of the city to cover. The judges complete evaluations for the best one in each category and turn the evaluation forms in to the program coordinator overseeing the contest. From the judge's picks within their assigned area, the program coordinator compiles a list, revisits each location and makes a final decision for each category. The winners for each category, along with a picture, are announced in the local newspaper. Plaques are then prepared and awards recognition is coordinated with the City Council.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives: Enhance the Quality of Life: Creating a friendly competition between residents, businesses and organizations that go above and beyond in outdoor holiday decorations.

B. Effect on Budget (EOB): Estimated cost range from \$112.50 to \$150.50. The estimated cost covers the plaques that are going to be awarded to the winner of each category. The plaques are budgeted under the special events.

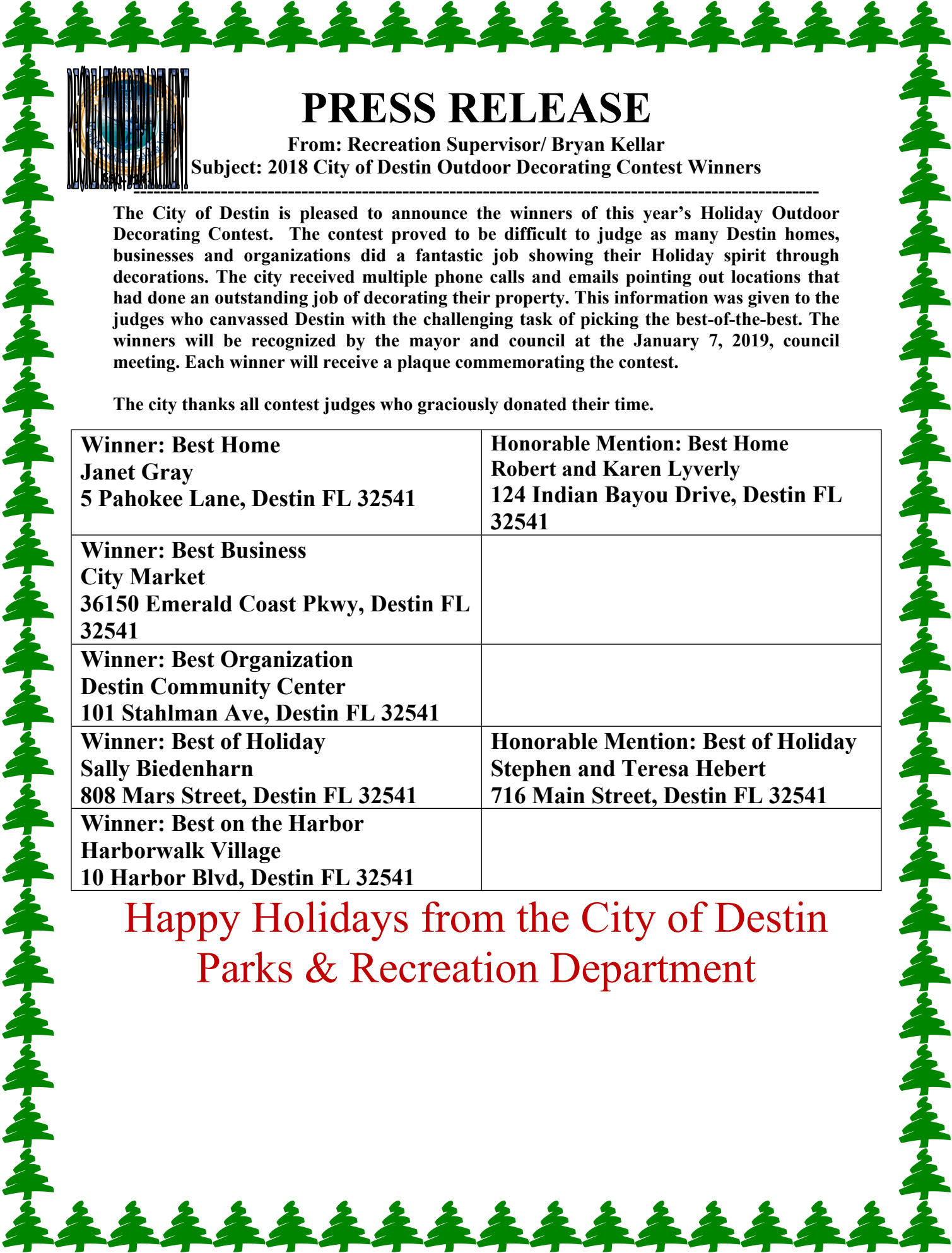
C. Level of Service (LOS):

III. CONCLUSION: For many years the City of Destin has held its Annual Holiday Decorating Contest and recognized the winners from each category. It has become a tradition that the Mayor and City Council Members present the winners with a plaque commemorating the contest during the first council meeting in January. The Holiday Decorating Contest is one of the few special events that the City has where residents, businesses and organizations can all compete at the same time. Finally, it is a great way to honor those who have made the streets of Destin look festive during the holiday season. Attached is the list of winners for the 2018 Holiday Decorating Contest.

IV. RECOMMENDED MOTION:

Attachments:

1. 2018 Outdoor Decorating Contest
Winners



PRESS RELEASE

From: Recreation Supervisor/ Bryan Kellar

Subject: 2018 City of Destin Outdoor Decorating Contest Winners

The City of Destin is pleased to announce the winners of this year's Holiday Outdoor Decorating Contest. The contest proved to be difficult to judge as many Destin homes, businesses and organizations did a fantastic job showing their Holiday spirit through decorations. The city received multiple phone calls and emails pointing out locations that had done an outstanding job of decorating their property. This information was given to the judges who canvassed Destin with the challenging task of picking the best-of-the-best. The winners will be recognized by the mayor and council at the January 7, 2019, council meeting. Each winner will receive a plaque commemorating the contest.

The city thanks all contest judges who graciously donated their time.

Winner: Best Home Janet Gray 5 Pahokee Lane, Destin FL 32541	Honorable Mention: Best Home Robert and Karen Lyverly 124 Indian Bayou Drive, Destin FL 32541
Winner: Best Business City Market 36150 Emerald Coast Pkwy, Destin FL 32541	
Winner: Best Organization Destin Community Center 101 Stahlman Ave, Destin FL 32541	
Winner: Best of Holiday Sally Biedenharn 808 Mars Street, Destin FL 32541	Honorable Mention: Best of Holiday Stephen and Teresa Hebert 716 Main Street, Destin FL 32541
Winner: Best on the Harbor Harborwalk Village 10 Harbor Blvd, Destin FL 32541	

Happy Holidays from the City of Destin
Parks & Recreation Department

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 7, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

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

FROM: Louis Zunguze, Community Development Director

DATE: 12/12/18

SUBJECT: Update on FLUM and Zoning Map Inconsistencies

I. BACKGROUND: Previously, the City Council directed staff and legal to prepare an ordinance resolving inconsistencies between the City's Future Land Use Map ("FLUM") and Zoning Map by the first meeting in January, 2019.

Based on this directive, the Community Development Department has prepared data and analysis for consideration by the City Council and will provide an update and respond to questions from the City Council regarding the current status of existing inconsistencies between the City's Future Land Use Map and Zoning Map.

Inconsistencies between the maps may be resolved by administratively rezoning the properties for consistency with the Comprehensive Plan. In the alternative, the City Council may determine that any future land use designations need to be re-evaluated. Any change to the FLUM requires a comprehensive plan amendment.

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

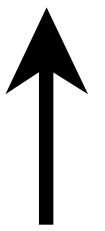
Attachments:

- 1. Exhibit A FLUM

2. Exhibit B Map Showing Areas to be reconciled
3. Exhibit C Key



Map 1-1 Future Land Use Map 2020



NORTH
Scale 1" = 1000'

	City Limits
	CRA Boundaries
	Ocala County (Not in City Limits)

Residential

	BE - Bay Estates
	CBN - Crystal Beach Neighborhood
	HDR - High Density Residential
	LDR - Low Density Residential
	MDR - Medium Density Residential

Commercial

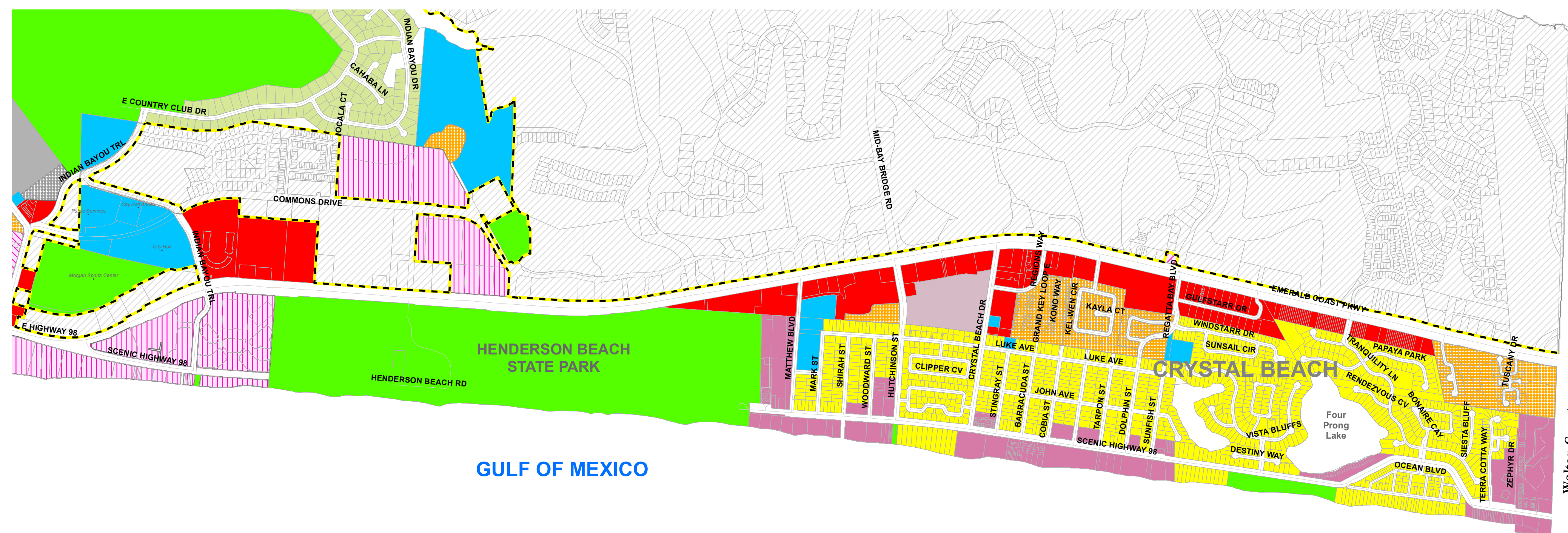
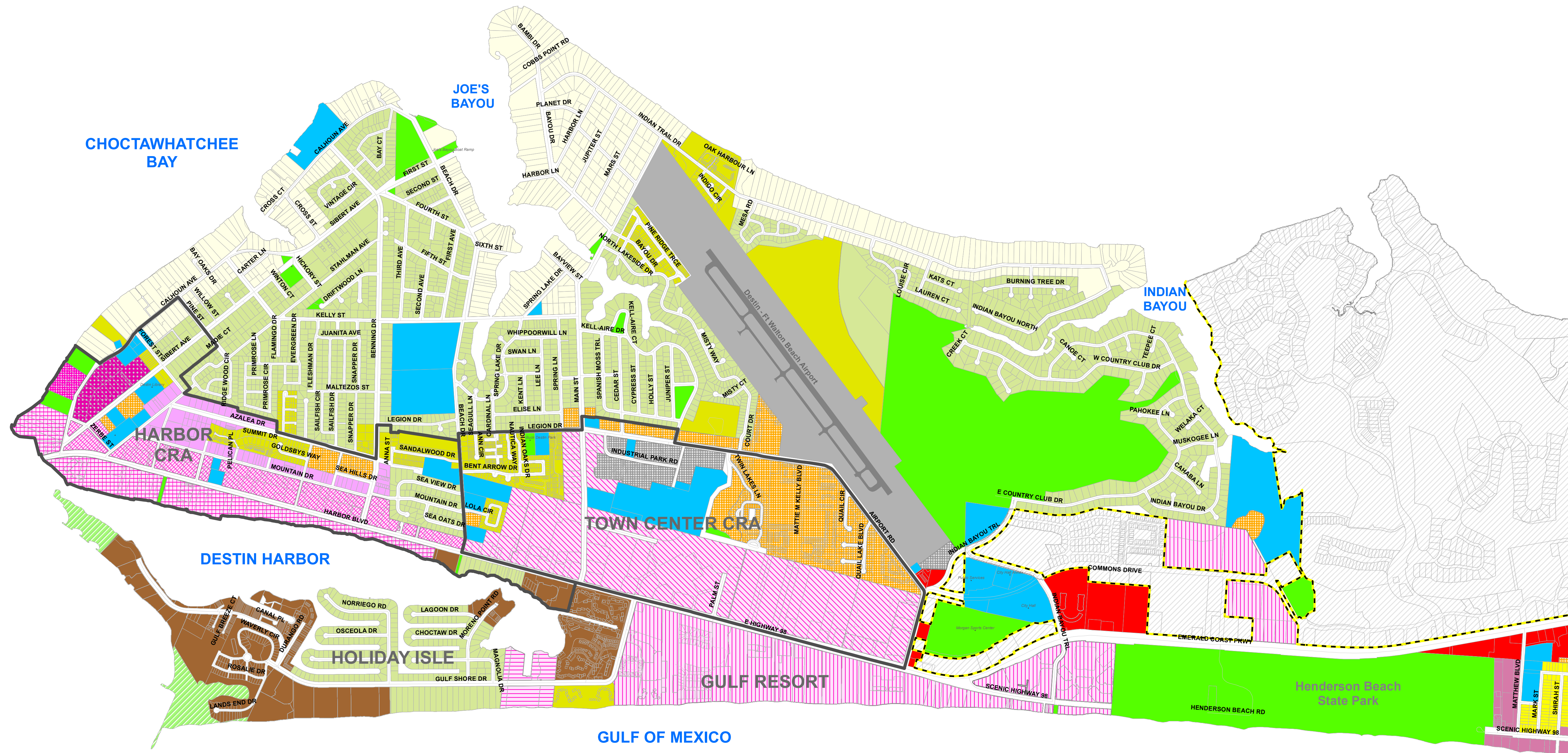
	CG - Commercial General
	CL - Commercial Limited
	CTS - Commercial Trades and Service

Mixed Use

	BRMU - Bay Resort Mixed Use
	CBR - Crystal Beach Resort
	CMU - Calhoun Mixed Use
	CMUV - Calhoun Mixed Use Village
	GRMU - Gulf Resort Mixed Use
	HIMU - Holiday Isle Mixed Use
	NHMU - North Harbor Mixed Use
	ROI - Residential, Office and Institutional
	SHMU - South Harbor Mixed Use
	TCMU - Town Center Mixed Use

	A - Airport
	CON - Conservation
	IN - Industrial
	INST - Institutional
	REC - Recreation

- Ord 16-21
- Ord 16-28
- Ord 17-29





Zoning Map



NORTH

- City Limits
- CRA Boundaries
- Oakloosa County (Not in City Limits)

Residential

- BE - Bay Estates
- LDR-V - Low Density Residential - Village
- LDR-HI - Low Density Residential - Holiday Isle
- LDR-H - Low Density Residential - Harbor
- MDR-V - Medium Density Residential - Village
- MDR-HI - Med. Density Resid. - Holiday Isle
- HDR - High Density Residential
- CBN - Crystal Beach Neighborhood

Commercial

- CL - Commercial Limited
- CG - Commercial General
- CTS - Commercial Trades and Service

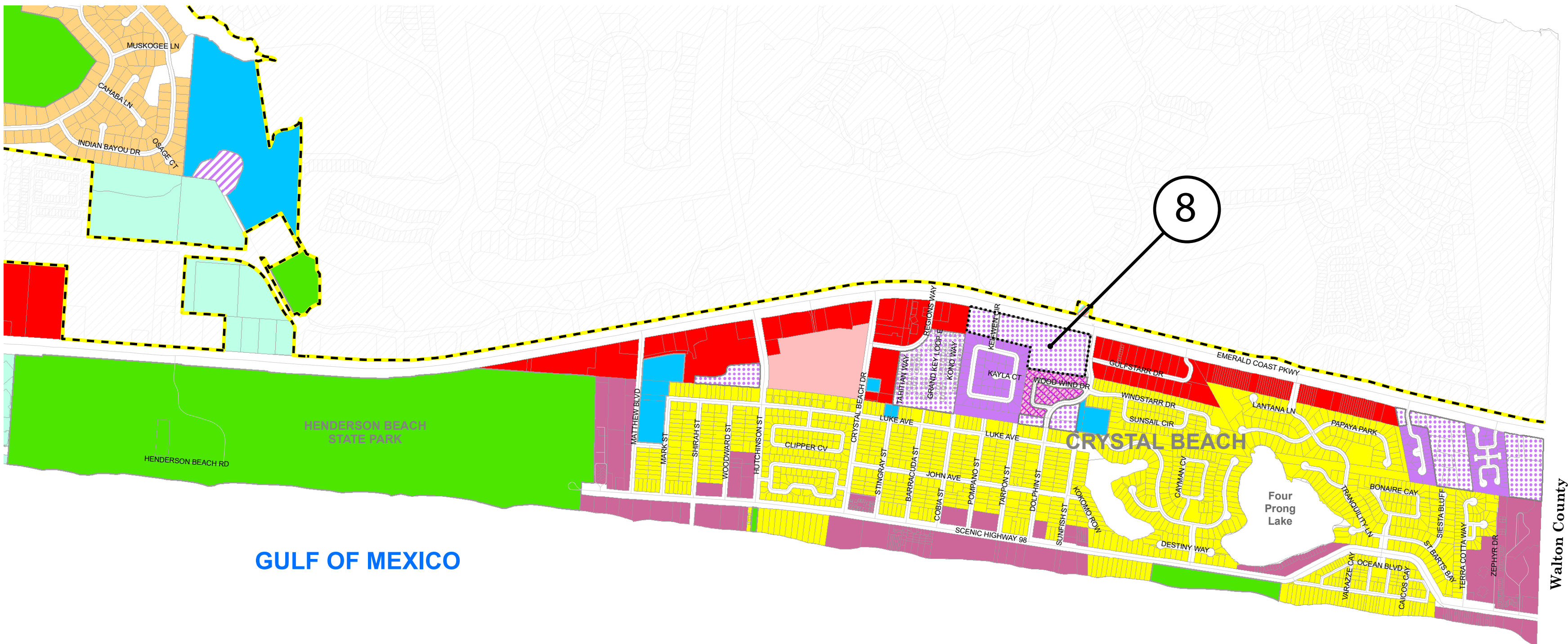
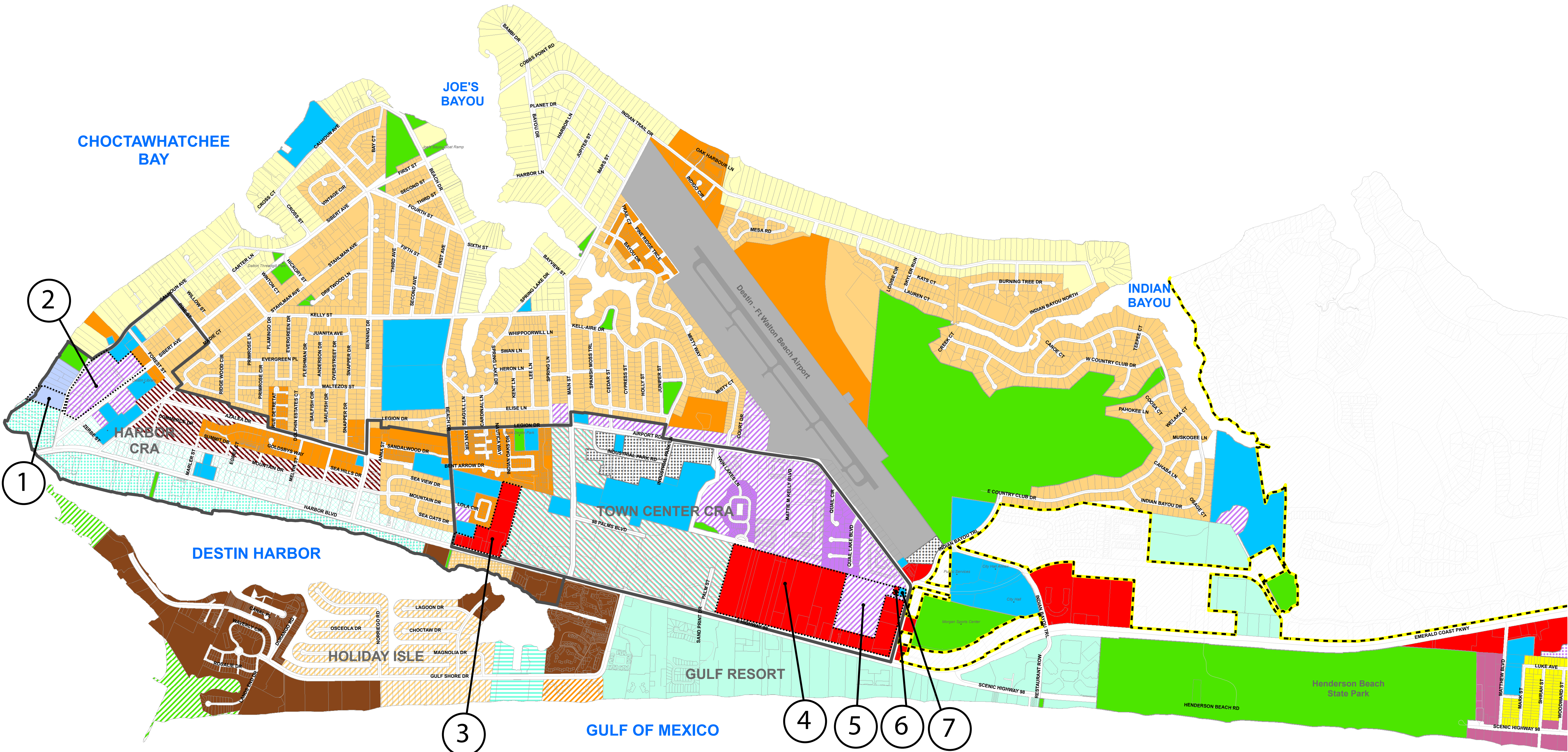
Mixed Use

- CBR - Crystal Beach Resort
- ROI-CBR - Residential, Office, & Institutional - Crystal Beach Residential
- ROI-GD - Residential, Office, & Institutional - General Development
- ROI-TD - Residential, Office, & Institutional - Tourist Development
- ROI-VR - Residential, Office, & Institutional - Village Residential
- CMU - Calhoun Mixed Use
- TCMU - Town Center Mixed Use
- HIMU - Holiday Isle Mixed Use
- GRMU - Gulf Resort Mixed Use
- NHMU - North Harbor Mixed Use
- SHMU - South Harbor Mixed Use
- BRMU - Bay Resort Mixed Use

- CON - Conservation
- REC - Recreation
- INST - Institutional
- IN - Industrial
- A - Airport

- ORD-08-05-LC
- ORD-08-06-LC
- ORD-08-07-LC
- ORD-08-38-LC
- ORD-10-13-LC
- ORD-10-01-LC
- ORD-08-08-LC
- ORD-08-09-LC
- ORD-08-10-LC
- ORD-09-03-LC
- ORD-15-01-LC
- ORD-16-01-LC

The City of Destin assumes no responsibility and/or liability for the information contained herein.
Produced 02/17/2017 by the City of Destin GIS Manager



West Destin
East Destin

ZONING AND FUTURE LAND USE MAP RECONCILE

1. FLU: REC – Recreation
Ordinance: 16-21
Zoning: CMU - Calhoun Mixed Use
Comment: DO 17-06 Capt. Leonard Destin Park issued August 25, 2017
2. FLU: CMUV - Calhoun Mixed Use Village
Ordinance: 15-17
Zoning: ROI GD - Residential Office, & Institutional - General Development
Comment: Change adopted with 2020 FLU; no CMUV zoning category in LDC
3. FLU: TCMU - Town Center Mixed Use
Ordinance: 15-17
Zoning: CG - Commercial General
Comment: Change adopted with 2020 FLU
4. FLU: TCMU - Town Center Mixed Use
Ordinance: 15-17
Zoning: CG - Commercial General
Comment: Change adopted with 2020 FLU
5. FLU: TCMU - Town Center Mixed Use
Ordinance: 15-17
Zoning: ROI GD - Residential Office, & Institutional - General Development
Comment: Change adopted with 2020 FLU
6. FLU: TCMU - Town Center Mixed Use
Ordinance: 15-17
Zoning: CG - Commercial General
Comment: Change adopted with 2020 FLU
7. FLU: TCMU - Town Center Mixed Use
Ordinance: 15-17
Zoning: INST – Institutional
Comment: Change adopted with 2020 FLU
8. FLU: CG - Commercial General
Ordinance: 15-17
Zoning: ROI TD - Residential, Office, & Institutional - Tourist Development
Comment: Change adopted with 2020 FLU

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 7, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Discussion regarding short turn lane into Emerald Grande as part of 3R FDOT Hwy 98 reconstruction project

I. BACKGROUND: Requesting Council's approval to request the short turn lane just after the Marler bridge (East bound, Hwy 98) be omitted from the 3R project for safety reasons.

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to authorize the City Manager to request that FDOT omit the short highway 98 east bound turn lane into the western entrance of Harborwalk from the 3R project due to safety concerns.

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 7, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Bragg Farmer, Finance Director

FROM: Lance Johnson, City Manager

DATE: December 26, 2018

SUBJECT: Captain Royal Melvin Heritage Park & Plaza - Engineering Redesign Proposal

I. BACKGROUND:

On August 20, 2018, City Council motioned to approve the recommended design changes, to Captain Royal Melvin Heritage Park & Plaza, as adopted by the Community Redevelopment Agency Board of Directors (CRA Board).

The approved design changes were outlined as follows:

The handicap parking be moved to either willing adjacent property owner or to the Marler Street Parking Lot;

The sidewalk above bluff grade be moved to minimally affect any existing trees on the property or adjacent properties;

The bluff be maintained and that a gradual ramp be constructed along the west property line all the way down to the harbor boardwalk, allowing for switchbacks running perpendicular;

The bathrooms and the resource room stay on the lower southern part of the property and be incorporated into the bluff;

When the bathrooms are redesigned to fit the bluff that the bathrooms and bandstand be designed to face due south, and that there not be any shades or canopies on either the east or west sides, but only over the top of the bandstand;

To incorporate more of the park elements above the bluff grade.

In addition, staff was directed to go out for rebid if the estimate for the design changes exceeded \$30,000.00. Staff received a proposal from Tetra Tech, Inc. in the amount of \$27,790.00 to modify the previously prepared drawings and to incorporate the approved design changes. This proposal was presented to Council at their October 1, 2018 meeting. The proposal was not accepted and Council moved to terminate the City's relationship with Tetra Tech, Inc.

At the November 5, 2018 City Council meeting, Council reaffirmed their decision to terminate the City's contract with Tetra Tech, Inc.

In consideration of the preceding actions, staff solicited a proposal from Jenkins Engineering, Inc., the City's Professional Engineering Continuing Services Provider, to modify the design plans for Captain Royal Melvin Heritage Park & Plaza and incorporate the changes as outlined above.

II. DISCUSSION: If Council is agreeable to the proposal from Jenkins Engineering, Inc., staff requests that Council authorize the City Manager to execute the Letter Contract for Professional Engineering Services on behalf of the City and proceed with the work as outlined. If Council is not agreeable to the proposal, staff requests direction from Council as how to proceed.

A. Link to Strategic Goals / Objectives: I. Enhanced Quality of Life; Goal I.E Improve and expand the City's library, parks and recreational services.

B. Effect on Budget (EOB): The City has budgeted funds available in the recreation impact fee funding to cover the cost of the redesign plans for the park.

C. Level of Service (LOS): There will be no impact to the level of service.

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move that Council authorize the City Manager to execute the Jenkins Engineering, Inc. contract for the redesign of the Captain Royal Melvin Heritage Park and Plaza for \$26,500 with funding from recreation impact fees and make the appropriate budget amendment.

Attachments:

1. Jenkins Engineering, Inc. Proposal



Jenkins Engineering, Inc.
1234 Airport Road, Suite 126
Destin, FL 32541

TEL 850.837.2448
FAX 850.837.2450
jeicivil.com

December 20, 2018

Mr. Lance Johnson
City Manager
City of Destin, FL
4200 Indian Bayou Trail
Destin, FL 32541

Re: Letter Contract for Professional Engineering Services
Project Name/Reference: Royal Melvin Heritage Park and Plaza Design and Permitting

Dear Mr. Johnson:

With this letter contract, we (Jenkins Engineering, Inc. – "Engineer") are pleased to propose our services to you (City of Destin, FL – "Owner") related to the request to assist with design and permitting services associated with proposed site improvements at Royal Melvin Heritage Park in Destin, FL. More specifically it is our understanding the goal of this project is revise the previous design concepts to provide a new ADA compliant boardwalk/walkway along the western property boundary from Harbor Boulevard to the harbor area, revise the orientation of the proposed bathroom facility to face in a southern direction, revise park amenity placement as requested by City staff and CRA members.

Scope of Services

We understand the requested services include design efforts for the proposed improvements outlined above. More specifically, we propose to accomplish the following:

1. Prepare engineering design drawings for the proposed improvements. Engineering drawings will be based on the previously provided design concepts provided by the Owner. Drawings will include the following:
 - i. Existing Conditions and/or Demolition/Clearing Plan.
 - ii. Site Plan – showing proposed structure locations, pedestrian access improvements, park amenities, and miscellaneous site improvements.
 - iii. Grading and Drainage Plan – showing grading and drainage (storm water management) improvements as required to accommodate the proposed improvements
 - iv. Utility Plan – providing detail on potable water, sanitary sewer and electrical distribution at the park site.
 - v. Miscellaneous Details and Specifications.
2. Prepare architectural plans and details for the proposed bathroom facility structure. These services will be provided by a subconsultant to JEI. Tasks included area:
 - i. Provide architectural design details for facility.
 - ii. Provide foundation plan based on facility. It is anticipated the Owner will provide available geotechnical information for foundation design.
 - iii. Provided mechanical, electrical, and plumbing details for facility.

3. Prepare engineering reports and calculations associated with the proposed improvements. Engineering reports and calculations will include:
 - i. Stormwater management calculations for the proposed improvements. Stormwater management calculations associated with the project area to include runoff estimates and routing of a design storm event through the proposed storm water management system.
 - ii. Sanitary sewer calculations associated with flow estimates and sewer grinder station design and conveyance.
4. Meeting attendance with both City of Destin staff and CRA and CRAAC Board members for review of proposed improvements.
 - i. It is anticipated there will be two meetings with CRA and CRAAC Board Members to review proposed improvements and obtain feedback on design development.
 - ii. It is anticipated there will be two meetings with City of Destin staff to review proposed improvements and obtain feedback on design development.
5. Permitting services to include:
 - a. Coordination with the Northwest Florida Water Management District associated with a 10/2 Self Certification of proposed improvements.
 - b. Coordination with FDOT to apply for a access connection permit associated with the improvements.

The Owner will provide and/or accomplish the following:

1. Right of entry to the property.
2. Boundary and topographic survey of the subject site for use during the design phase of the project.
3. Available geotechnical reports associated with the site including information to be used for foundation design and stormwater management design.
4. Previously submitted conceptual plans for the proposed improvements.

For clarification, our proposed scope of services does not include the following:

1. Services associated with FEMA flood zone revisions or requests to modify the existing flood zone designation.
2. Surveying services associated with boundary survey, topographic survey, construction layout or as-built drawings following construction.
3. Payment of any application or review fees.
4. Construction administration services, including certification of site improvements unless agreed to under a separate agreement.

These and other services are considered as extra work and can be added to this agreement by written amendment.

Schedule

We will begin upon receipt of this signed agreement, and we will accomplish the services described on a mutually agreeable schedule.

Payment Terms

For the work described under Scope of Services, the Owner will pay the Engineer on a lump sum basis. The Owner intends to pay the Engineer from its General Fund and represents that funds are available to pay the Engineer from the General Fund, or funds will be borrowed from another source as necessary to pay the Engineer.

If any payment due the Engineer under this agreement is not received within 30 days from date of invoice, the Engineer may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
<i>Engineering Drawings</i>	\$11,500	LUMP SUM
<i>Architectural Drawings</i>	\$8,500	LUMP SUM
<i>Engineering Report/Calculations</i>	\$1,800	LUMP SUM
<i>Meeting Services</i>	\$1,500	LUMP SUM
<i>Permitting Services</i>	\$3,200	LUMP SUM
<i>Total</i>	\$26,500	LUMP SUM

The lump sum amount to be paid under this agreement is \$26,500. The Owner will pay the Engineer on a monthly basis, based upon statements submitted by the Engineer to the Owner indicating the estimated proportion of the work accomplished.

Additional Services (Extra Work)

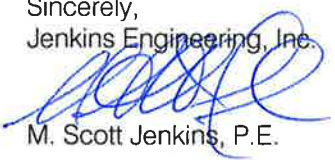
For work not described or included in Scope of Services but requested by the Owner in writing, the Owner will pay the Engineer, for time spent on the project, at the rates agreed upon for each classification of the Engineer's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Engineer and his or her subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of the Engineer and his or her subconsultants to all those named shall not exceed \$26,500, or the Engineer's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, and breach of contractor warranty.

Please indicate your acceptance of this proposed contract and authorization to proceed by signing in the space provided below. Please return one signed original of this contract to us for our records. We appreciate the opportunity to provide our services to you.

Sincerely,
Jenkins Engineering, Inc.


M. Scott Jenkins, P.E.

Accepted for City of Destin by:

Title: _____

Date: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 7, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Bragg Farmer, Finance Director
Louis Zunguze, Community Development Director
Lance Johnson, City Manager

FROM: Webb Warren, IS & Process Manager

DATE: 1/3/2019

SUBJECT: Paid Parking-Seeking Direction

I. BACKGROUND: At the Nov 21, 2016 City Council meeting, a motion passed 6-1 to approve a pilot program for the Marler Street Parking lot and to authorize the City Manager to contract with Passport Parking to coordinate a mobile payment system for the parking program.

At the Dec 4, 2017 City Council meeting, a motion passed 6-0 to convert the Zerbe St. parking lot into a paid parking lot as well as pursue other parking strategies.

Area Parking Rates

	Destin	Pensacola	Panama City Beach
Rate	\$1 first hour, \$.50 each additional hour	\$1 every 2 hours	\$5 Daily Rate
24 Hour Rate	\$12.50/6.25	\$12	\$5 Daily Rate
Discount Rate	\$.50 first hour, \$.25 each additional hour	\$250 Annual Pass	\$30 Monthly Pass

2018 Destin Paid Public Parking Data

15,301 qualified transactions

\$39,688 parking fee revenue

Transaction average of \$2.59, ~4 hour stay

\$10,836 net parking fines (tickets)

II. DISCUSSION:

Current Challenges for staff:

1.) Throughout 2018, the Deputy City Manager, managed complaints, refunds and appeals through the discount parking program. Considerable time was also spent working through the nuances of the newly implemented paid parking program.

In addition, the Deputy City Manager managed a cumbersome discount parking program for local employees. This discount parking program is managed by maintaining a database of approximately 875 vehicles from area businesses. Each vehicle is given a discount rate. Manual adjustments must be made for every new employee, terminated employee as well as every time a mistake is made by employees using the app. This is not a sustainable process. The discounted fee structure for area businesses further complicates the process.

The Deputy City Manager spent many hours each week managing this program.

2.) The current app / phone call-based paid parking system requires Code Compliance resources to monitor parking lots for violators. This reduces staff's ability to be pro-actively patrolling and responding to other priority issues.

3.) The current multi-tiered fee structure and complex revenue statements from the parking app vendor provides many bookkeeping challenges. This increases the time spent by Finance to correctly record this revenue stream.

4.) Capital funds can be used to construct public parking lots. Previous to 2018, there was no dedicated revenue source for public parking lots.

5.) The Community Center Parking lot is under increasing parking pressure due

to the proximity to Harborwalk and the Boardwalk, as well as, from area businesses now charging for parking. The more paid parking there is on the south side of 98, it is logical to conclude that more parking conflicts will occur within free parking lots. Community Center staff have to regularly deal with issues associated with illegal parking, especially on busy nights.

Summary:

The City's paid parking lots are highly utilized during special events as well during the peak season. The paid parking program has also minimized staff resources needed to deal with parking conflicts at the Community Center during peak times. This helps the Community Center to continue to provide regularly scheduled activities during peak visitor times in the harbor area.

During non-peak times, the parking lots are under-utilized

Staff has analyzed the 2018 results and recognizes potential improvements that could be made to:

- 1.) Reduce staff time and required resources to sustain the paid parking program.
- 2.) Simplify and improve the customer's experience with the the paid parking program.
- 3.) Provide a sustainable revenue stream to maintain the paid parking program and fund future parking improvements.

A. Link to Strategic Goals / Objectives: Service Quality

B. Effect on Budget (EOB): Upfront capital cost (based on Council decision), and increased revenue stream for the City to dedicate to public parking initiatives.

C. Level of Service (LOS): Increase level of sources while minimizing administration of current system.

III. CONCLUSION: Potential Options to Streamline the System:

Option A: *Simplify fee structure in 2019, implement automated payment system with gates by 2020 (depending on RFP/Time for vendor to install)*

Resource Needs

- 1.) Staff will need to identify personnel and resources needed to manage the system
- 2.) Propose simplified 2019 fee structure to Council that will cover city expenses and resources needed to manage the system.
- 3.) Implement a flat daily parking fee during special events (year-round) and peak

season (May 1 to Labor Day). Continue to use current passport app system until gated system can be implemented.

4.) Research and issue RFP for automated gate system at Community Center, Zerbe and Marler.

5.) Research and bring back additional paid parking options in Crystal Beach and June White Decker areas

6.) By season 2020, implement automated gate system in Zerbe, Community Center and Marler Parking Lots. Make adjustments to fees, if necessary.

-Estimated cost of ~\$150-250K for automated gate system

-Automated gates stay in an open position in non-peak times, closed (payment required) during peak times

7.) Continue to Ticket and/or tow unauthorized vehicles in city parking lots

8.) Continue daily patrols of area neighborhoods during peak times and events to minimize any ROW parking sprawl

Benefits

1.) Provides a revenue stream to address parking needs, provides effective way to minimize non-community center parking and direct traffic to other parking lots.

2.) Revenue stream to fund the automated system as well as future parking initiatives

3.) Automated gates should minimize Code Compliance time monitoring and ticketing parking lots.

4.) Should simplify some bookkeeping challenges associated with the current system.

Challenges

1.) Need to identify personnel resources to manage system

2.) Some code compliance resources will still be needed for ticketing and monitoring of area ROW and parking lots

Option B: *Eliminate paid parking system*

Resource Needs

- 1.) Converting lots to free parking will likely increase the need for ticketing and/or tow overnight and unauthorized vehicles in city parking lots during peak season.
- 2.) Free parking will likely increase the need for monitoring and enforcement of Community Center parking lots to ensure adequate parking for Community Center activities during peak season and special events.
- 3.) Continue daily Patrols of area neighborhoods to minimize any ROW parking sprawl
- 4.) Public parking improvements can be funded from Capital funds that could be used for other projects
- 5.) Removal of paid parking signage from all parking lots and city informational resources.

Benefits

- 1.) Eliminates the need for long-term administration of paid parking system and revenues. Simple to stop.

Challenges

- 1.) Increased unauthorized parking (overnight, improperly parked vehicles) in free parking lots.
- 2.) Will likely increase parking conflicts in Community Center parking lot during peak season and special events. If not addressed, these conflicts will impact the Community Center's ability to provide regularly scheduled activities to residents and visitors.
- 3.) No new revenue for future public parking improvements.

Staff is seeking Council direction on how to proceed on paid public parking. The options provided gives staff the ability to properly plan for resources that will be needed in 2019 and beyond for public parking areas.

IV. RECOMMENDED MOTION: I move that council authorize the City Staff to issue an RFP for automated gates at the Community Center Lot, Zerbe Street Lot, Marler Street Lot and bring forward a cost estimate and installation timeframe for approval at a later council meeting. I also move that the City continue to use the current paid for parking program until the automated gates are installed.

OR

I move that Council approve the termination of the paid parking program at all City Parking Lots.

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 7, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU:

FROM: Lance Johnson, City Manager
Karen Jankowski, HR Manager

DATE:

SUBJECT: Confirmation: Parks & Recreation Director

I. BACKGROUND: Requesting Council to endorse Mrs. Lisa Firth as the new Parks and Recreation Director.

II. DISCUSSION: Ms. Lisa Firth has been with the City since 1997. Since 1999 she has served the City and its Citizens as the Deputy Parks & Recreation Director. Also, she has stepped in as the Acting Parks & Recreation Director since August 2018.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: I am recommending City Council confirm Mrs. Lisa Firth as the Parks & Recreation Director.

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 7, 2019

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Hiring Appraisal and Economics Associates as the City's appraiser for the Destin Fishing Fleet property in the Bert Harris claim

I. BACKGROUND:

II. DISCUSSION: An accurate appraisal of the property in question is required to evaluate any potential risk with regards to the Bert Harris Act.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to authorize the City Manager and City Attorney to execute the agreement with Appraisal and Economics Associates and to amend the budget as required.

Attachments:

1. Destin Memo of Understanding
2. Appraisal Consultation Agreement

December 21, 2018

Kyle S. Bauman, Esquire

Destin City Attorney

Anchors, Smith, Grimsley

909 Mar Walt Drive, Ste 1014

Ft. Walton Beach, FL 32547

PH: (850) 863-4064



**RE: *Memorandum of Understanding*
 *Narrative Appraisal of Real Property***

Destin Fishing Fleet Inc. Property

Mixed use Restaurant, Office and Marina on a 3.23± Acre Site

210 Harbor Blvd, Destin, Okaloosa County, Florida 32541

Dear Kyle,

We thank you for contacting Dale R. Winslette & Company D/B/A *Appraisal & Economics Associates* to provide appraisal services. The *Memorandum of Understanding* and the attached *Appraisal/Consultation Agreement* will serve as our proposal to develop opinions of market value of the above captioned subject property.

We will prepare a complete, narrative appraisal report setting forth our findings and conclusions on the above referenced property. Our analysis will consider the physical aspects of the property and assess its relative competitive position in the marketplace. We will employ those traditional valuation techniques considered appropriate to this valuation problem. Further, our analysis will include a detailed Marketability section and highest and best use analysis. Our analysis and report will conform to ***FIRREA, Title XI*** the standards of the ***Appraisal Institute*** and the ***USPAP***, adopted by the Appraisal Standards Board of the Appraisal Foundation.

Scenario	Premise	Designation/ Ord	Date of value
■ I	Under the 2010 Comprehensive Plan (CRA 2003)	South Harbor MU	May 10, 2018
■ II	Under the 2015 Amendment to Comp Plan	Destin Ord 15-17-PC	May 10, 2018
■ III	Under the 2017 Amendment to Comp Plan	Destin Ord 17-22	May 11, 2018

The purpose of the appraisal is to provide retrospective opinions of the market value, under the 3 different scenarios which made changes in provisions and conditions to the zoning and development standards, as well as , density and intensity of uses to the subject property.

Meanwhile, the function of the report is to evaluate the property for the City of Destin under the Bert Harris Act for possible changes to the market value due to implementation of the above amendments and respective zoning ordinances relative to the subject property.

Shown below is a typical list of required items, however, given the nature of this assignment we will provide a separate **Request for Info Letter** outlining our needs as it relates to the retrospective valuation under the 3 scenarios. This will include historical correspondence and input from city land planners and consultants.

Page 2 - Memo of Understanding

The list outlined below identifies typical items generally required to complete the appraisal process:

- (1) Details of Property History/Acquisition, Warranty Deed;
- (2) Legal Description, Certified Boundary Survey, and Plot Plan;
- (3) Rent Roll and Certified Leases;
- (4) Building Plans and Specifications or Description of Improvements;
- (5) Operating Statements for the past 3 years;
- (6) YTD Operating Budget, Detailing Income and Expense Breakdown;
- (7) Copies of Property Contracts and Development Approval Agreements;
- (8) Engineering or Cost-to-Cure Estimates as provided by client;
- (9) Budgets and costs to date on renovations (recent or planned), etc...;
- (10) Any competitive market or sales data, if available.

The fee proposal for this narrative appraisal is \$28,000, and we anticipate completion of this assignment on or before February 15, 2019, subject to receipt of the executed contract, retainer and items requested. **The fee for this contract will be payable with a retainer of \$14,000 and the balance of \$14,000 upon completion, subject to the terms and conditions outlined on the *Appraisal & Consultant Agreement* attached.**

In addition, any litigation services related to the above assignment or trial including: *pre-trial meetings, completion of the appraisal summary and trial exhibit package, local travel, waiting, preparation, discovery and testimony are billed at a rate of \$300 per hour.*

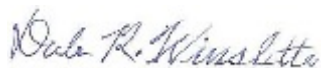
If these arrangements are satisfactory, you may authorize the assignment by signing the enclosed agreement and returning it to us along with the data and retainer requested. This proposal is submitted based on our current schedule of commitments. It may be necessary to alter the completion date unless the assignment is authorized in the near future.

This appraisal will not take into consideration the possibility of the existence or cost of removing or encapsulating environmental hazards, including but not limited to: *asbestos, PCB transformers or other toxic, hazardous, or contaminated substances and/or underground storage tanks.*

If agreed, please execute the attached ***Appraisal/Consultation Agreement*** as soon as possible so that we might schedule an inspection and expedite the completion of this assignment. Once again, thanks for providing the opportunity to render appraisal services and we look forward to working with you.

Lastly, A & EA provides a wide range of litigation, mediation/arbitration, estate, tax appeal and eminent domain appraisal and consulting services catered to and designed specifically for you, the client. Thanks for taking the time to consider this proposal and we look forward to working with you.

Respectfully Submitted,

Dale R. Winslette, MAI
President
Appraisal & Economics Associates
Cert. Gen. Lic. # RZ-685

APPRAISAL/CONSULTATION AGREEMENT

PARTIES TO AGREEMENT

	<u>APPRAISER/CONSULTANT</u>	<u>CLIENT</u>
Name and Title:	Dale R. Winslette, MAI, Pres.	Kyle S. Bauman, Esq.; Destin City Attorney
Company:	Appraisal & Economics Associates	Anchors, Smith, Grimsley, Attorneys at Law
Address:	396 Gardner Drive, NE	909 Mar-Walt Drive, Ste 1014
City, State, Zip:	Ft. Walton Beach, FL 32548	Ft. Walton Beach, FL 32547
Telephone:	(850) 243-8880	(850) 863-4064
E-mail:	dale@a-ea.biz	kbauman@asglegal.com

IDENTIFICATION OF REAL ESTATE

Name/Type of Property:	Destin Fishing Fleet Inc. property, Mixed Use Restaurant, Office & Marina
Address/Location:	210 Harbor Blvd, Destin, FL 32541; Situated on S' side of US Hwy 98 in Harbor Community Redevelopment Area (CRA), Destin, Okaloosa Co., FL
Description of Property:	Mixed Use waterfront (harbor) property; Brotula's , 2-sty, 6,828 sf Restaurant; 1,190 sf Marina Office and 30+ slip Marina, all located on a 3.23± Acre Parent Tract and additional submerged land lease.

VALUATION/REPORT GUIDELINES

Valuation/Study Dates:	Retrospective, (I) Prior to the 2015 Ordinance as of May 10, 2018 (II) Prior to the 2017 Ordinance as of May 10, 2018 and (III) After the Adoption of the 2017 Ordinance as of May 11, 2018
Legal Interest:	Fee Simple "As Is" Market Value
Special Instructions and/or Limits of Assignment:	Develop opinions of market value under the 3 scenarios for evaluation by the City of Destin under the Bert Harris Act due to changes in zoning ordinances

Items to be supplied to Appraiser/Consultant:

✓ Certified Topo & Boundary Surveys, submerged land lease, if any	✓ Details Property History, Acquisition, detailed Zoning Requests
✓ Correspondence on site or marina, planning	✓ Any proposed development plans or applications for development
✓ Soil, Engineering & Environmental Reports	✓ Other Items as detailed in Request for Info Letter

TERMS OF AGREEMENT

Completion Time:	6 weeks, On or before February 15, 2019 Subject to receipt of the executed contract, requested info and retainer fee.
Total Fee:	\$28,000
To Authorize:	\$14,000 (Retainer)
Balance Upon Delivery:	\$14,000
Number of Report Copies:	0 (Submitted as Electronic Report)
Charge for Extra Copies:	N/A
Litigation/Cancellation Fee:	\$300 per hour
Late Charges:	3% per month
Appraiser's Normal Operating Area:	State of Florida & SE US

ADDITIONAL INSTRUCTIONS

If, as a result of doing this assignment, the analyst is required to testify or appear in any legislative, administrative or judicial proceeding, the client agrees to pay the analyst at the rate of \$300/hr. The hourly rate shall include time for local travel, waiting, preparation, discovery and testimony. Please sign one copy of the contract and return along with retainer fee.

Client hereby engages Appraiser/Consultant and Appraiser/Consultant hereby agrees to perform services and Payor hereby agrees to furnish information and pay compensation in accordance with the foregoing and with the *Memo of Understanding*, all of which are fully and completely a part of this Agreement for Professional Appraisal/Consulting Services. This Agreement and the Report shall be subject to the Appraisal/Consultants contingent and limiting conditions.

SIGNATURES

APPRAISER/CONSULTANT
DALE R. WINSLETTE & COMPANY
D/B/A Appraisal & Economics Associates

CLIENT
Kyle S. Bauman, Esquire
Attorney, City of Destin



By: **Dale R. Winslette, MAI**
Title: President
Date: December 21, 2018

Kyle S. Bauman, Esquire
Attorney, City of Destin

Date:

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 7, 2019

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Independent Planning Consultant for Evaluation of Destin Fishing Fleet Claim

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: January 7, 2019

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Webb Warren, IS & Process Manager

DATE: 1/4/2019

SUBJECT: Update on Public Beach Initiative and Appraisal Process

I. BACKGROUND: At the December 17, 2018 Meeting, there was a motion to add the property address of 2970 Scenic Hwy 98 to the approved list of parcels for appraisal services and accept the proposal from Phil Houston Appraisal Service for \$10,100 and fund this service with the City Council contingency account (0151110.534000) passed 4-0 (Councilmember Morgan abstained from voting).

II. DISCUSSION: Since the December 17th meeting staff has experienced some challenges with the appraisal process. Staff is seeking the authority for, within the City Manager's purchasing threshold of \$15,000, to be able to contract with appraiser(s) so that the project can be moved forward in as expedient manner as possible. In lieu of having a ranked list of properties, the current time estimates from appraisers for the entire list is 60-90 days.

A. Link to Strategic Goals / Objectives: Preservation of Heritage and Environment

B. Effect on Budget (EOB): Minimal or None

C. Level of Service (LOS): Increased level of service

III. CONCLUSION: The constraints of the Interim City Manager contract previously required approval of any contract, regardless of value. The City Manager contract allows for more flexibility for contracts within the City Manager's purchasing threshold. Staff is seeking that flexibility in order to

accomplish the appraisals in a timely manner.

IV. RECOMMENDED MOTION: I move that the City Manager moves forward with hiring appraisal firms to complete the appraisals on the approved list of properties, as identified at the December 17th meeting.

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 7, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

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

FROM: Karen Jankowski, HR Manager

DATE: January 3, 2019

SUBJECT: Public Services Director & City Engineer

I. BACKGROUND: The Public Services Director/City Engineer position was advertised early November 2018. Interviews were conducted the week of December 10th and December 31st.

Ten candidates applied for the position, with six interviews conducted.

II. DISCUSSION: During discussions with the interview panel, after the interviews were conducted, the panel felt a change needed to be made to the job description and vacant position.

We feel that this position has taken on too many roles with past consolidation of duties during the economic down turn a few years ago, as you can see with the attached job description.

The City Manager would like to recommend separating the Engineer's role from the Public Services Director position.

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

B. Effect on Budget (EOB): Salary for the Engineer position is not budgeted. Potential effect on budget would be \$ 92,384 annually (includes benefits) keeping in mind we are one quarter into the new fiscal year. (\$69,295.50 for the remainder of FY2019)

New Positions:

PS Director: \$87,000 salary annually (\$111,919 salary + benefits)

City Engineer: \$83,000 salary annually (\$103,962 salary + benefits)

Current budget: \$123,497.

Funding request: \$92,384.

C. Level of Service (LOS): We feel that this would greatly improve services to the City and its Citizens as well at the Public Services Department.

Project management would be highly emphasized in the director and engineering role; potentially reducing contracted Civil Engineering services costs.

III. CONCLUSION: Tweaking the Public Services Director's job description to read Professional Engineer (PE) preferred would open the door to individuals with strong administrative and project management skills who lack the PE certification.

IV. RECOMMENDED MOTION: I move to fund the position of City Engineer who will report to the Public Services Director and authorize the City Manager to make any necessary budget amendments.

Attachments:

1. Public Services Director City Engineer - Vacant



City of Destin, FL

Job Description

Job Title: Public Services Director/City Engineer
Department: Public Services
FLSA Status: Exempt
Grade: 120

SUMMARY: Provides engineering advice and expertise in the design, construction, reconstruction and maintenance of infrastructure elements. Reviews land development plans. Directs operations of the Public Services Department, including administration, fleet maintenance, streets maintenance, transportation services, solid waste, facilities maintenance, and animal control divisions.

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

- Directs operations and activities of the Public Services Department and Engineering Division, including administration, fleet maintenance, streets maintenance, transportation services, solid waste, facilities maintenance; coordinates, organizes and monitors division activities; organizes, prioritizes, and assigns work; monitors status of work in progress; inspects completed work; troubleshoots problem situations.
- Ensures departmental compliance with all applicable codes, laws, rules, regulations, standards, policies and procedures; ensures adherence to established safety procedures; initiates any actions necessary to correct deviations or violations.
- Consults with assigned staff to review work requirements, status of work, and problems; assists with complex or problem situations; provides direction, advice, and technical expertise.
- Consults with city management, city council, and other officials as needed to review department activities, provide recommendations, resolve problems, and receive advice/direction; makes presentations to city council.
- Prepares, submits, and administers departmental budget; reviews/approves division budgets; authorizes/monitors expenditures; determines appropriate manpower needs; authorizes/approves overtime; seeks funding sources for engineering projects.
- Manages department operations; develops and implements long/short term goals, plans, objectives, and programs; establishes, interprets, updates, and implements policies/procedures; sets standards for departmental performance and monitors performance of each division; sets and monitors service levels for the department; sets engineering standards for department projects; monitors performance of engineering consultants.
- Demonstrates commitment to Team Destin and our mission, vision, values, and goals.
- Contributes to the development and accomplishment of home team quality measures utilizing the plan, do check act cycle of improvement.
- Coordinates department activities with those of other departments, contractors, outside agencies, or others as needed.
- Performs site design and engineering to include development of construction and permitting documents.
- Coordinates all necessary applications to local, state and federal agencies.
- Performs roadway design and engineering to include development of construction and permitting documents.
- Administers design and construction conferences with engineers, architects, contractors and utility representatives, prepares and maintains minutes of meetings and decisions.

- Reviews, analyzes, interprets and manages construction documentation, contractual proposals and engineering data.
- Conducts site inspections, as necessary, to facilitate and verify potential solutions to field challenges necessitating design changes and verifies materials and installation in accordance with plans and codes.
- Reviews and recommends approval of changes in design, specifications, and substitution of materials on construction documents and in the field.
- Performs right-of way activities, secures necessary documentation, including easements and other agreements, and coordinates and prepares permit document preparation and recording with city counsel.
- Coordinates bid documents, including plans, specifications and agenda. Conducts pre-bid meetings, bid openings and pre-construction conferences.
- Assists in preparation of grant and loan documents for CRA programs in both the Town Center and Harbor CRA districts.
- Prepares staff reports for presentation to Town Center and Harbor CRA Advisory Committees, CRA Board of Directors, City Council and other public agencies, as necessary.
- Performs certifications of existing city drainage installations and facilities, as required.
- Reviews engineering plans and specifications for residential and commercial projects; ensures compliance with the current Land Development code and Comprehensive Plan.
- Assists with project design, coordination, and construction administration.
- Directs on-site testing and project plan conformance.
- Represents the department at public meetings, technical committees, and with other public agencies.
- Investigates and provides options to correct storm water and other environmental problems; performs hydrologic studies.
- Coordinates with federal, state, and local agencies in obtaining permits and grants.
- Prepares cost estimates and schedules for construction projects.
- Supervises and directs staff in inspecting, designing and developing city projects such as streets, traffic control and drainage.
- Inspects roads, drainage structures and right-of ways for needed alterations or improvements.
- Provides technical and engineering expertise in the development review and permitting process, as directed.
- Reviews/makes recommendations regarding storm water and traffic concurrency.
- Uses computer assisted engineering and design software and equipment to prepare engineering and design documents, including bid specifications.
- Perform final inspection/review, creates punch lists, reviews "as built" surveys and notes any deficiencies.
- Provides technical assistance with inquiries of all types concerning engineering, beaches, drainage, utilities and other matters.
- Drafts detailed drawings of structures and installations such as roads, culverts, topographic profiles, diagrams and maps and assists with legal descriptions.
- Performs limited surveying and field work to collect data required for city maps and/or plans.
- Communicates with supervisor, employees, other departments, city officials, government agencies, contractors, vendors, community organizations, the public, outside agencies, and other individuals as needed to coordinate work activities, review status of work, exchange information, resolve problems, or give/receive advice/direction.
- Maintains a comprehensive, current knowledge of applicable laws/regulations; maintains an awareness of new trends and advances in the profession; reads professional literature; maintains professional affiliations; attends workshops and training sessions as appropriate.
- Performs other related duties as assigned.

This position is on call 24 hours a day, 7 days a week and is expected to respond to the worksite after hours and on weekends when necessary.

SUPERVISORY RESPONSIBILITIES: Supervises Public Services and Engineering Staff; Deputy Public Services Director, Engineering Assistant, Stormwater Mgt Specialist/Floodplain Manager, CAD Technician, Administrative Assistant, also to include Public Services facilities and roads crew staff. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATIONS

Education and Experience: Bachelor's Degree in Civil Engineering or a related field, Florida Professional Engineering License, and seven (7) years of work experience involving engineering.

Licenses or Certifications:

Valid Florida Class "E" driver's license and Florida Professional Engineer license.

Special Requirements:

None.

Knowledge, Skills and Abilities:

- Knowledge of departmental policies, procedures, and practices.
- Skill in the use small office equipment, including copy machines or multi-line telephone systems.
- Skill in using computers for data entry.
- Skill in using computers for word processing and/or accounting purposes.
- Skill in using highly technical computer applications, such as GIS or CAD.
- Ability to supervise, communicate, and organize effectively.
- Ability to compare and/or judge the readily observable functional, technical, structural, compositional or identifiable characteristics (whether similar to or divergent from obvious standards) of data, people or things.
- Ability to communicate with people to convey or exchange professional information.
- Ability to read a variety of professional, technical and administrative documentation, directions, instructions, methods and procedures.
- Ability to produce reports with proper format, punctuation, spelling and grammar, using all parts of speech.
- Ability to learn and understand subject matter principles and techniques.
- Ability to make independent judgments in absence of supervision within the scope of respective job duties and tasks.
- Ability to acquire and expound on knowledge of topics related to primary occupation.
- Ability to utilize mathematical formulas; add and subtract, multiply and divide totals; determine percentages; and determine time and weight and interpret same as may be appropriate.
- Ability to inspect items for proper length, width and shape.
- Ability to differentiate colors and shades of color.
- Ability to interact with people (staff, supervisors, general public and elected officials) beyond giving and receiving instructions to include tactfully mediating conflicts and achieving positive results.
- Ability to perform under maximum stress when confronted with short deadlines, heavy workloads, conflicting interests and high customer demand.

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

CAREER DEVELOPMENT:

- Continuing Education (seminars, job-related coursework at post-secondary institutions, continuing education credits/CEU's)
- Certifications
- Training (Either as participant or trainer)
- Involvement in relevant professional or technical associations
- Serving on city committees
- Volunteering to take responsibility for special projects, cross training

The City has the right to revise this description at any time. This description does not represent in any way a contract of employment.

_____ Employee Signature	_____ Supervisor Signature	_____ Date
_____ Employee Signature	_____ Supervisor Signature	_____ Date
_____ Employee Signature	_____ Supervisor Signature	_____ Date

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 7, 2019

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

COYOTES: If the Council wishes to hire someone to trap coyotes, Dee Thompson, executive director at PAWS, recommended Allstar Animal Removal.

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: January 7, 2019

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

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

FROM: Steve Schmidt, Deputy City Manager

DATE: November 28, 2018

SUBJECT: Second 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 to approve Ordinance 18-28-CC on second reading

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



AGENDA ITEM

COUNCIL MEETING DATE: January 7, 2019**TYPE OF AGENDA ITEM:** Public Hearing

TO: City Council

THRU: Bragg Farmer, Finance Director

FROM: Lance Johnson, City Manager

DATE: December 26, 2018

SUBJECT: Second 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 Property Survey and Title Commitment have been reviewed by the City Attorney and shows no significant concerns. The amount of the Purchase Agreement does not exceed the appraised value, and staff recommends approval for the acquisition by Council.

IV. RECOMMENDED MOTION: "I move that the City Council approve Ordinance 18-27-CN on Second Reading and direct the City Manager to take the necessary steps to complete the purchase of the property."

Attachments:

1. City Attorney Review
2. Title Commitment
3. 1009-2018 Sibert Ave Survey Map
4. Sibert Complete ESA
5. 18-27-CN - Purchase of 108 Sibert Drive
6. 108 Sibert Avenue - PA
7. 108 Sibert Contract

Lorraine Berish

From: Kyle Bauman <kbauman@asglegal.com>
Sent: Friday, December 28, 2018 1:26 PM
To: Lorraine Berish; Lance Johnson
Cc: Steve Bauman
Subject: RE: City of Destin/108 Sibert Avenue

Lorraine, this looks ok, legally. Feel free to put the second reading on the Agenda if staff is ready.

Thanks and Happy New Year!
Kyle

From: Lorraine Berish [mailto:lberish@cityofdestin.com]
Sent: Friday, December 21, 2018 10:04 AM
To: Kyle Bauman <kbauman@asglegal.com>; Lance Johnson <ljohnson@cityofdestin.com>
Subject: FW: City of Destin/108 Sibert Avenue

Kyle,

Attached is the survey and title commitment for your review. I have tentatively put this back on the January 7th agenda for the second reading. Please let me know if you need anything else to move this forward.

Thank you,
Lorraine

From: Adela Garcia [mailto:adela@vintagetitlefl.com]
Sent: Friday, December 21, 2018 9:11 AM
To: Lorraine Berish <lberish@cityofdestin.com>
Subject: RE: City of Destin/108 Sibert Avenue

Good Morning Ms. Lorraine,

Attached is the survey for the file referenced above. Thank you!

Please Note: If you are required to bring funds to closing we request that amounts due in excess of \$5,000.00 be tendered in the form of a wire transfer.

****Online banking fraud is on the rise. If you receive an email containing WIRE TRANSFER INSTRUCTIONS, call your escrow officer immediately at a number you trust to verify all information prior to sending funds****

Adela Garcia

Closing Assistant
Vintage Title & Escrow, Inc.
1234 Airport Road, Suite 108
Destin FL 32541

 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Commitment	18-2458

AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through:

Vintage Title & Escrow

By:

Vintage Title & Escrow

First American Title Insurance Company

Dennis J. Gilmore

Dennis J. Gilmore, President

Jeffrey S. Robinson

Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I—Requirements, and Schedule B, Part II—Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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First American Title™

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707 (claims.nic@firstam.com).

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and a service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining the information about coverage and to provide assistance in resolving complaints at 1-800-854-2643. Office hours are from 8:30 a.m. through 5:30 p.m. PST Monday through Friday.

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A	

Transaction Identification Data for reference only:

Issuing Agent: Vintage Title & Escrow
 Issuing Office: 1234 Airport Road, Suite 108, Destin, FL 32541
 Issuing Office's ALTA® Registry ID: 1067034
 Loan ID Number:
 Commitment Number: 18-2458
 Issuing Office File Number: 18-2458
 Property Address: 108 Sibert Avenue C, Destin, FL 32541
 Revision Number:

SCHEDULE A

1. Commitment Date: December 5, 2018 at 08:00 AM
2. Policy to be issued:
 - (a)

Proposed Insured: City of Destin
 Proposed Policy Amount: \$ 250,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is at the Commitment Date, vested in:
Wilbur J. Englestad
5. The Land is described as follows:
 Lot 378, Block D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, according to the plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

Vintage Title & Escrow

By: _____
 Vintage Title & Escrow

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I - Requirements and Schedule B, Part II - Exceptions.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.: 18-2458

**SCHEDULE B-I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Warranty Deed from Wilbur J. Englestad, as a single person or persons, and joined by spouse (or their respective spouses), if married, to City of Destin, a Florida Municipal Corporation, conveying the property described in Schedule "A". In the event that the property being conveyed is not the homestead of the grantor(s), the following statement should be set forth on said deed in lieu of a spouse's signature:

The land described herein is not the homestead of the grantor(s), and neither the grantor(s) nor the grantor(s) spouse, nor anyone for whose support the grantor(s) is responsible, resides on or adjacent to said land.
6. Satisfactory evidence must be furnished as to the proper incorporation of City of Destin, a Florida municipal corporation, prior to closing this transaction. Documents to include, but not limited to: 1) Production of a certified copy of the municipal charter; 2) Certified copy of a proper resolution of the governing body of the municipal corporation authorizing the purchase of the property; 3) Satisfactory evidence of compliance with all requirements regarding purchasing property contained in the municipal charter. The Company reserves the right to make such additional requirements as it may deem necessary.
7. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
8. Proof of payment of taxes and assessments for the year 2018, and prior years, plus any penalties and interest.
9. Note: The following is for informational purposes only and is given without assurance or guarantee: 2018 taxes show PAID. The gross amount is \$1,210.15 for Tax Identification No. 002S220310000D3780.
10. NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.
11. NOTE: The following conveyance(s) have been recorded within the last 24 months:

None

SCHEDULE B
(Continued)

SCHEDULE B-II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes of special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
9. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, as recorded in Plat Book 2, Page(s) 43-A, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
10. NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

11. Note: All of the recording information contained herein refers to the Public Records of Okaloosa County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

 <i>First American Title</i> [™]	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A (Continued)	

Commitment No.: 18-2458

The Land referred to herein below is situated in the County of Okaloosa, State of Florida, and is described as follows:

Lot 378, Block D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, according to the plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.



First American Title™

**REISSUE CREDIT
NOTICE**

Issued by

First American Title Insurance Company

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

REFINANCE TRANSACTIONS:

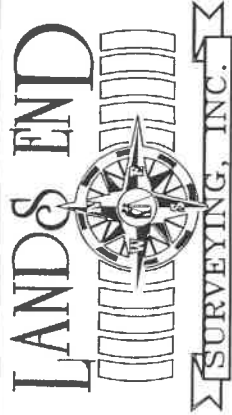
To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above-referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

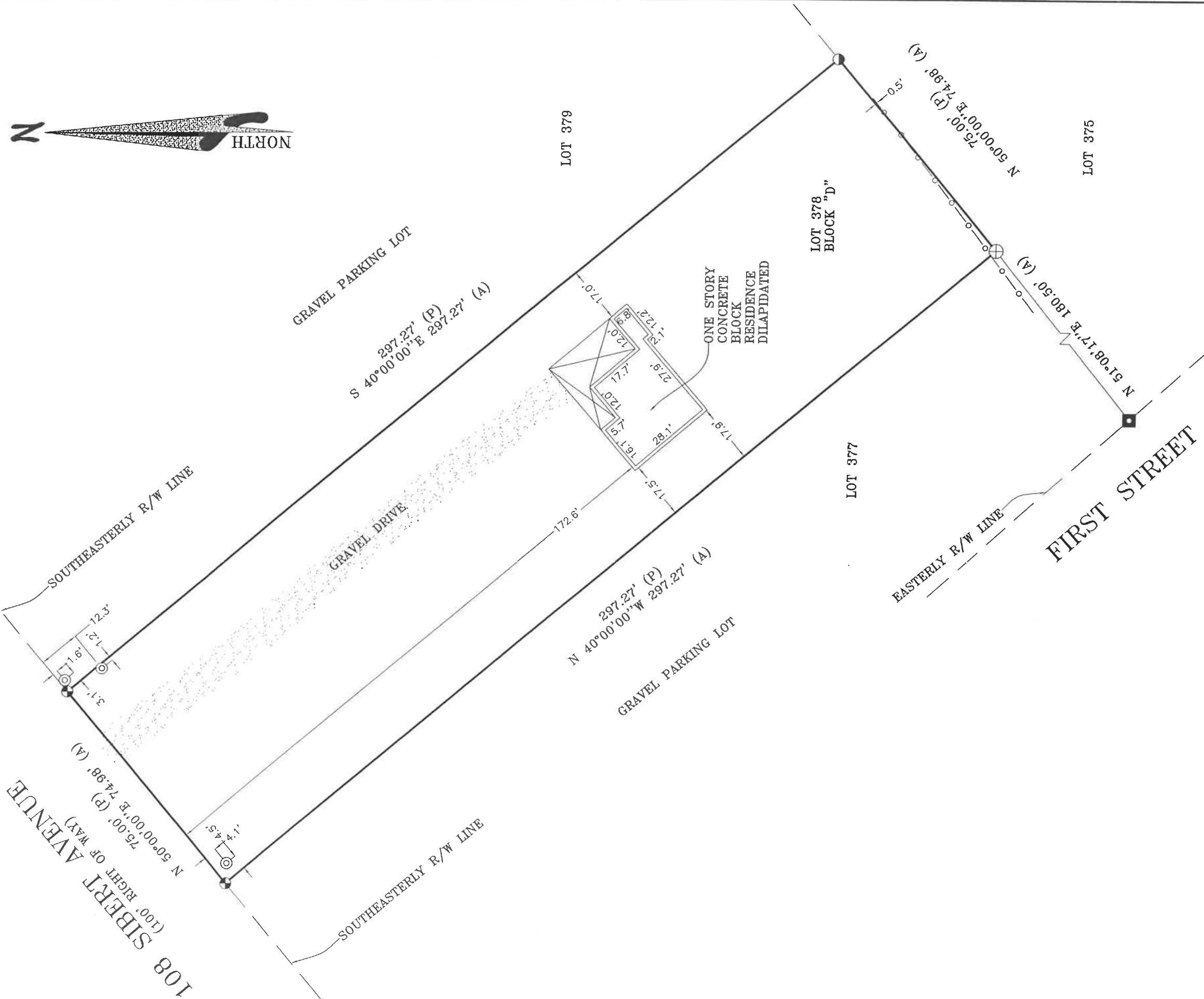
To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

8192 SIX PENCE DRIVE
Pensacola, FL 32514



(850) 433-8545
FAX (850) 433-8282
LANDSENDSURVEYING.COM

DRAWN BY CHIP EVANS



THE SETBACK LINES AND/OR EASEMENTS SHOWN HEREON, IF ANY, ARE PER INFORMATION FOUND IN THE RECORDED PLAT OF SAID SUBDIVISION OR ARE AS PROVIDED BY THE CLIENT, DESIGNER, BUILDER, TITLE COMPANY, COUNTY OR S.R.L.A. AND SHOULD BE VERIFIED WITH APPROPRIATE ENTITIES. THIS MAP DRAWING IS PROTECTED FROM UNAUTHORIZED USE BY LANDS END SURVEYING, INC. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR PART, OR TO BE USED FOR ANY OTHER PURPOSE OR REASON WITHOUT THE WRITTEN CONSENT OF THE COPYRIGHT OWNER. OF ANY OTHER PERSON, COMPANY, OR FIRM NOT LISTED ON PAGE 2 WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER. FENCES ALONG BOUNDARIES ARE SHOWN ELARGED TO SHOW CLARITY OF LOCATION RELATIVE TO BOUNDARIES.

PAGE 1 OF 2

NOTE: This map is not complete or valid without report on page 2 of 2

THIS MAP IS INTENDED TO BE PRINTED ON A PAPER SIZE OF 11"x17" TO FIT THE SCALE INDICATED HEREON. ANY OTHER SIZE PRINTED RENDERS THIS MAP INVALID.

NOT VALID WITHOUT
THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.
SEE PAGE 2 FOR
SIGNATURE AND
EMBOSSED SEAL

LARRY E. STEGALL
P.L.S. #4747
P.L.B. #6632
LANDSENDSURVEYING.COM

Survey Number: 1009-2018

Scale: 1" = 30'

Field Date: 12-18-2018

Field Book/Page: 339/70

Type of Survey:

BOUNDARY & IMPROVEMENTS

Revisions:

LEGEND

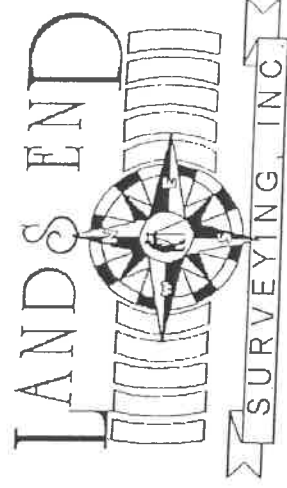
Degree
Feet or Minutes
Inches or Seconds
N North E East
S South W West
PCP Permanent Control Point
PC Point of Reverse Curve
PC Point of Compound Curve
PT Point of Tangency
PI Point of Intersection
POB Point of Beginning
R/W Right of Way

Source of Information: FIELD EVIDENCE & RECORDED PLAT

PRM Permanent Reference Monument
R Radius
RSL Building Setback Line
(D) Deed (P) Plat
(A) Actual Field Measurement
(CALC) Calculated Measurement
Existing Hole in Concrete
Set "X" Cut in Concrete
1/2" Metal Rod-Found
Existing 1/2" Capped Metal Rod #2355
Existing 1/2" Capped Metal Rod #6531
Existing 1/2" Capped Metal Rod
1" Metal Pipe-Found
Set 1/2" Capped Metal Rod #6632

Neil & disk found A Nail only
Neil & disk set Lh-6632
Existing Concrete Monument
Set Wooden Hub/Tail Stake
Utility Pole
E-Z-E-Z Utility wires overhead
N-N-N Chain link fence
O-O-O Wooden fence
X-X-X Metal Fence
X-X-X Plastic Fence
Concrete or Pavement
Wood Deck or Dock
Covered area
(Pavement, etc.)
Pavers or Brick

8192 Six Pence Dr.
Pensacola, FL 32514



Telephone (850) 433-8545
Fax (850) 433-8282

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

City of Destin

THE PURPOSE OF THIS SURVEY IS FOR A TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE, IF ANY. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA STANDARDS OF PRACTICE TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S), AND COMPANIES:

City of Destin;
Vintage Title & Escrow, Inc.;
First American Title Insurance Company;

Legal Description:

Lot 378, Block D, Second Revision of Calhouns, a Subdivision of a portion of Okaloosa County, Florida, according to Plat recorded in Plat Book 2, at Page 43A of the Public Records of said County.

Use of this Survey by any other Party not listed above is not authorized. This Survey Drawing will be void for any such unauthorized use. Updates of this Survey are available by calling Lands End Surveying, Inc. Payment in full acknowledges receipt and acceptance of this Survey by all Clients, Agents, and Companies.

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Page 2 of 2

Note: This Report not valid without Map on Page one of two on reverse side

Flood Statement:

Surveyor's Notes:

1. No Title Search of the Public Records has been performed, and lands shown hereon were not abstracted for ownership, easements, or right-of-ways by this firm. The parcel shown hereon may be subject to setbacks, easements, zoning, and restrictions that may be found in the Public Records of said County.
2. Measurements shown were made to United States standards. The accuracy of measurements shown meet the standard s required in the appropriate land area.
3. All bearings and/or angles and distances are Deed and Actual unless otherwise noted: Deed = (D); Actual Field Measurement = (A); Plat = (P)
4. Underground portions of foundations, footings, or other underground structures and trees/shrubbery were not located unless otherwise noted or requested.
5. Fence locations as shown are exaggerated and are not to scale for clarity purposes. Building eves/overhangs were not located unless otherwise noted on map.

Revisions:

Survey #1009-2018

Surveyor's Certificate:

I hereby state that I have recently surveyed or that a survey of the above described property was made under my direct supervision and that the above-ground survey and subsequent map as shown are true, accurate, and correct to the best of my knowledge and belief and that this Survey and Map meet the Florida Standards of Practice as set forth by the Florida Board of Surveyors and Mappers, pursuant to Rule 5J-17.050 thru 17.052 and §472.027 of the Florida Statutes.


Larry E. Stegall, PLS, FLA # 4747

December 18, 2018
Date

NOT VALID WITHOUT
THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR
AND MAPPER.

Florida Licensed Business #6832

Per Florida Statutes

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

TABLE OF CONTENTS

1 SUMMARY	2
2 INTRODUCTION.....	3
2.1 PURPOSE	3
2.2 DETAILED SCOPE-OF-SERVICES	3
2.3 SIGNIFICANT ASSUMPTIONS	3
2.4 LIMITATIONS AND EXCEPTIONS	4
2.5 SPECIAL TERMS AND CONDITIONS	4
2.6 USER RELIANCE.....	4
3 SITE DESCRIPTION	4
3.1 LOCATION AND LEGAL DESCRIPTION.....	4
3.2 SITE AND VICINITY GENERAL CHARACTERISTICS.....	5
3.3 CURRENT USE OF THE PROPERTY.....	5
3.4 DESCRIPTIONS OF STRUCTURES, ROADS, AND OTHER IMPROVEMENTS	5
3.5 CURRENT USES OF THE ADJOINING PROPERTIES.....	5
4 USER PROVIDED INFORMATION	6
4.1 SCOPE.....	6
4.2 TITLE RECORDS	6
4.3 SPECIALIZED KNOWLEDGE.....	6
4.4 COMMONLY KNOWN OR REASONABLY ASCERTAINABLE INFORMATION	6
4.5 VALUATION REDUCTION FOR ENVIRONMENTAL ISSUES	6
4.6 OWNER, PROPERTY MANAGER, AND OCCUPANT INFORMATION.....	7
4.7 REASON FOR PERFORMING PHASE I	7
4.8 OTHER.....	7
5 RECORDS REVIEW	7
5.1 STANDARD ENVIRONMENTAL RECORD SOURCES	7
5.2 ADDITIONAL ENVIRONMENTAL RECORD SOURCES	7
5.3 PHYSICAL SETTING SOURCE.....	7
5.4 HISTORICAL USE INFORMATION ON THE PROPERTY.....	8
5.5 HISTORICAL USE INFORMATION ON THE ADJOINING PROPERTIES	9
6 SITE RECONNAISSANCE	9
6.1 METHODOLOGY AND LIMITING CONDITIONS	9
6.2 GENERAL SITE SETTING	9
6.3 EXTERIOR OBSERVATIONS.....	9
6.4 INTERIOR OBSERVATIONS	10
7 INTERVIEWS.....	10
7.1 INTERVIEW WITH OWNER	10
7.2 INTERVIEW WITH SITE MANAGER	10
7.3 INTERVIEW WITH OCCUPANTS	10
7.4 INTERVIEW WITH LOCAL GOVERNMENT OFFICIALS.....	10
7.5 INTERVIEW WITH OTHERS.....	10
8 EVALUATION	11
8.1 FINDINGS.....	11
8.2 OPINION	11
8.3 DATA GAPS.....	12
8.4 CONCLUSION	12
8.5 LIMITING CONDITIONS, DELETIONS, AND DEVIATIONS.....	13
8.6 REFERENCES	13
8.7 SIGNATURE OF ENVIRONMENTAL PROFESSIONAL.....	13
8.8 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL.....	14
9 ADDITIONAL NON-SCOPE SERVICES.....	14
10 APPENDICES.....	15

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

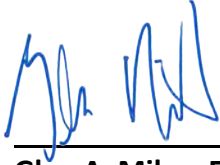
Materials utilized in the conduct of this assessment were obtained from the following sources:

- 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)

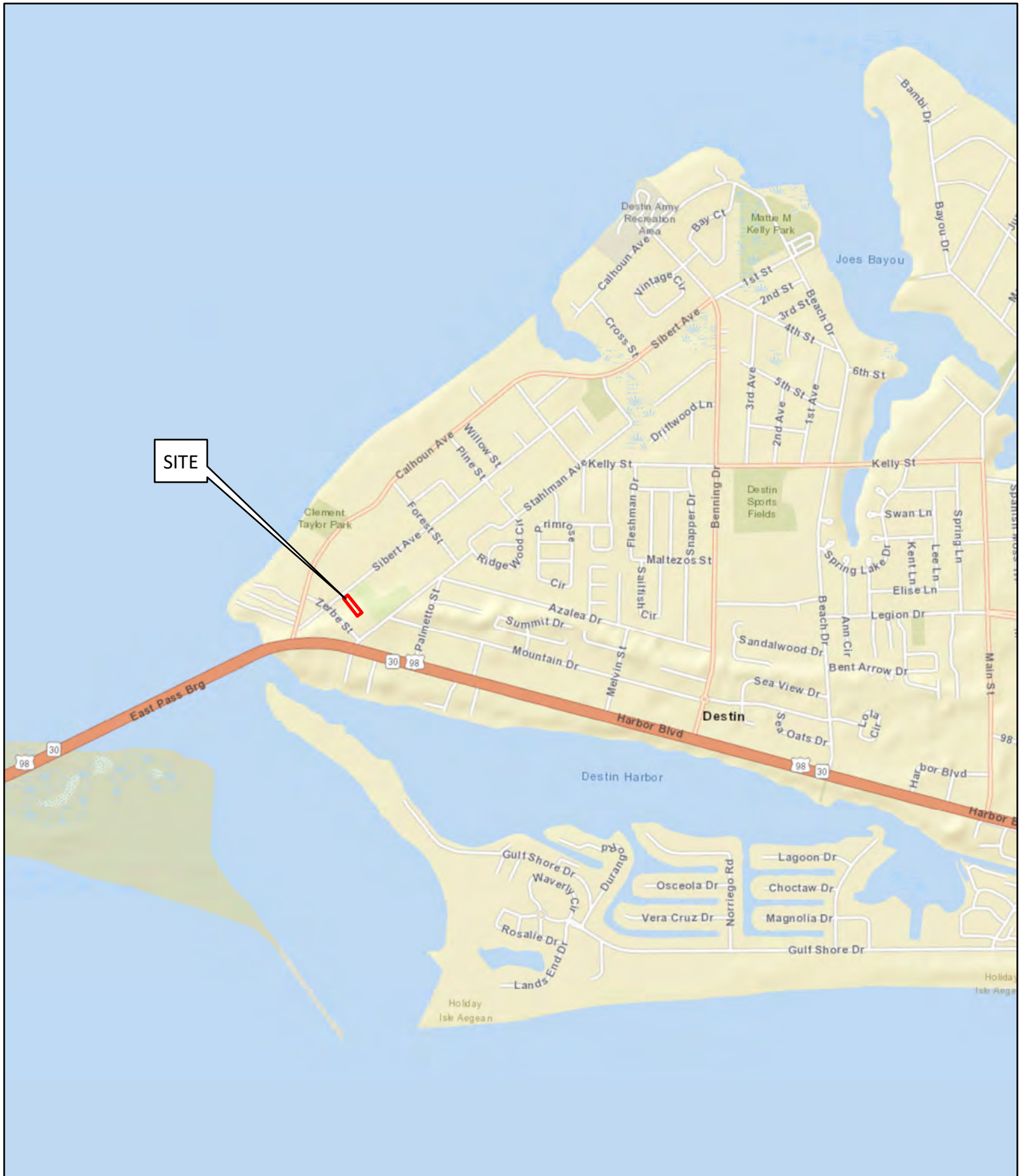
10.5b Third-Party Database Product

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

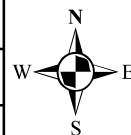
LEGEND

INSPECTION BOUNDARY

11/8/2018

AUTHOR: SFH

THIS IS NOT A SURVEY



0 850 1,700
 Feet

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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

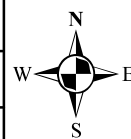
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- INSPECTION BOUNDARY
- STANDING STRUCTURES
- FORMER STRUCTURES

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

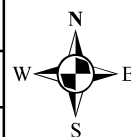
LEGEND

INSPECTION BOUNDARY

11/8/2018

AUTHOR: SFH

THIS IS NOT A SURVEY



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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

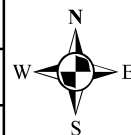
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10.4d Title Records

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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 **INSPECTION BOUNDARY**

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APPENDIX 10.4E
1969 AERIAL IMAGERY
SIBERT AVE
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CITY OF DESTIN

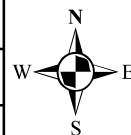
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APPENDIX 10.4E
1973 AERIAL IMAGERY
SIBERT AVE
00-2S-22-0310-000D-3780
CITY OF DESTIN

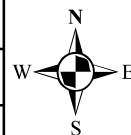
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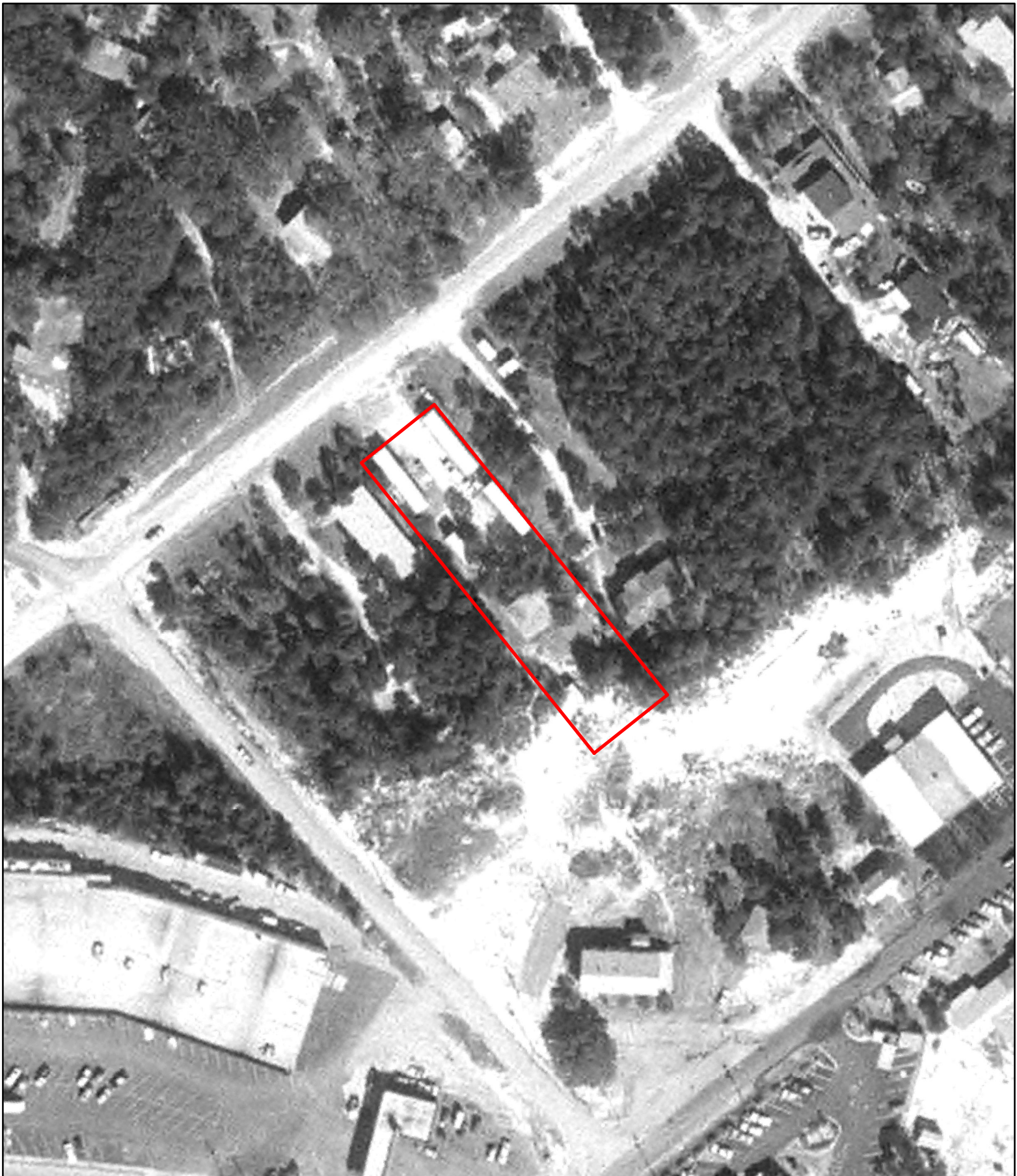
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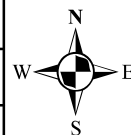
APPENDIX 10.4E
1985 AERIAL IMAGERY
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00-2S-22-0310-000D-3780
CITY OF DESTIN

LEGEND
 INSPECTION BOUNDARY

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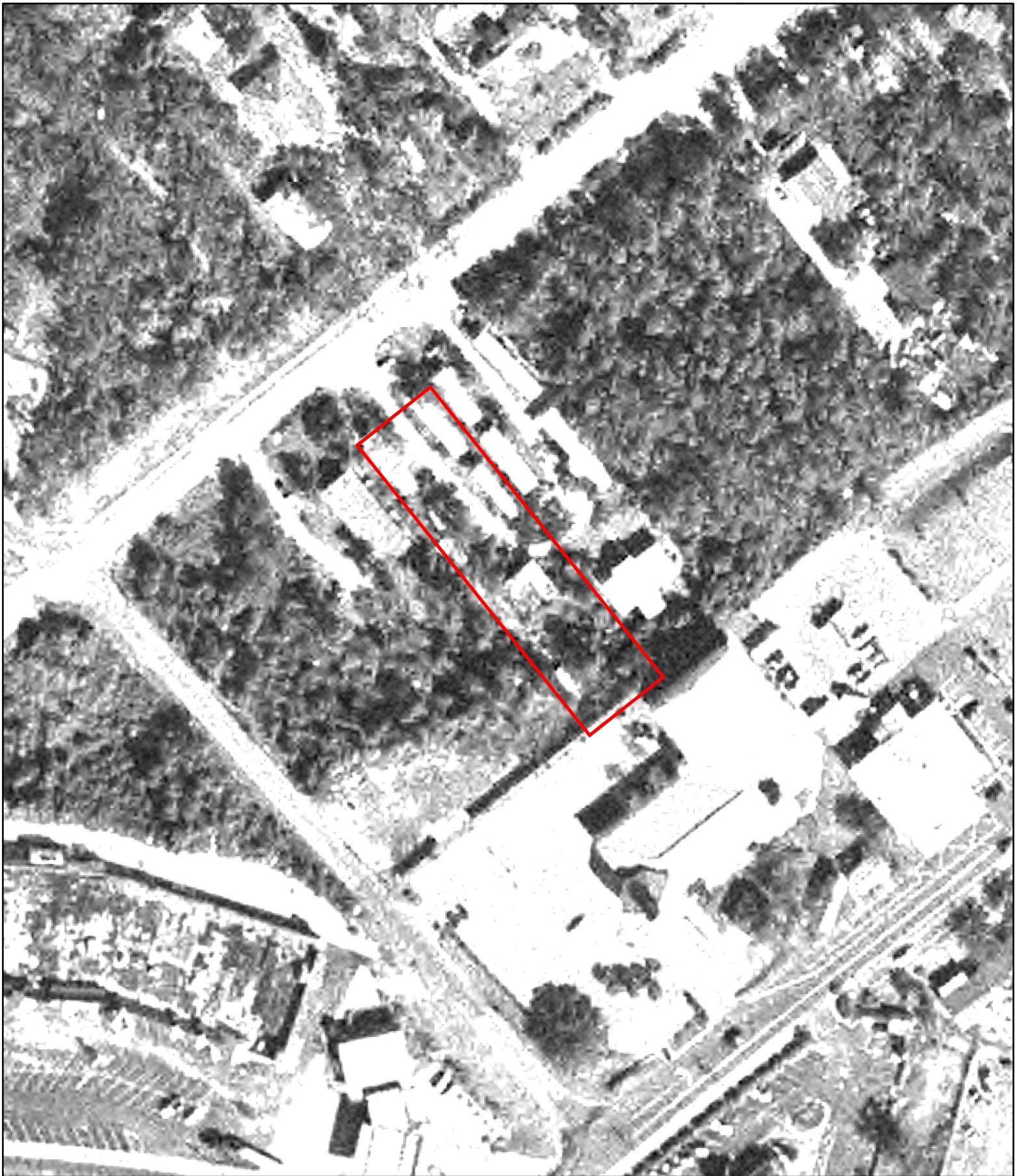
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APPENDIX 10.4E
1995 AERIAL IMAGERY
SIBERT AVE
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CITY OF DESTIN

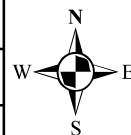
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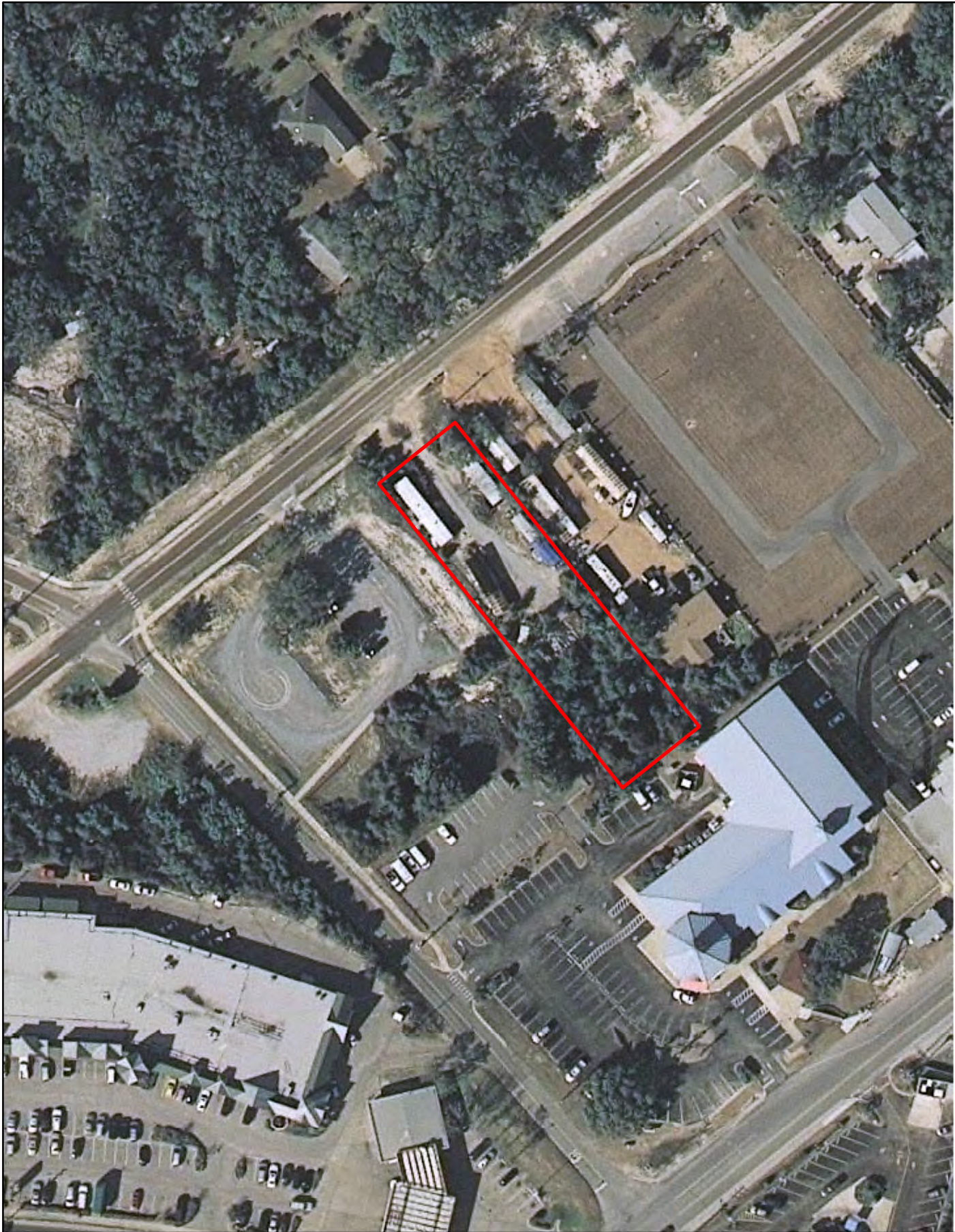
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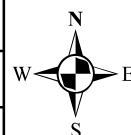
APPENDIX 10.4E
2007 AERIAL IMAGERY
SIBERT AVE
00-2S-22-0310-000D-3780
CITY OF DESTIN

LEGEND
 **INSPECTION BOUNDARY**

11/8/2018

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APPENDIX 10.4E
2016 AERIAL IMAGERY
SIBERT AVE
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CITY OF DESTIN

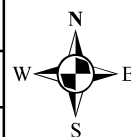
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11/8/2018

AUTHOR: SFH

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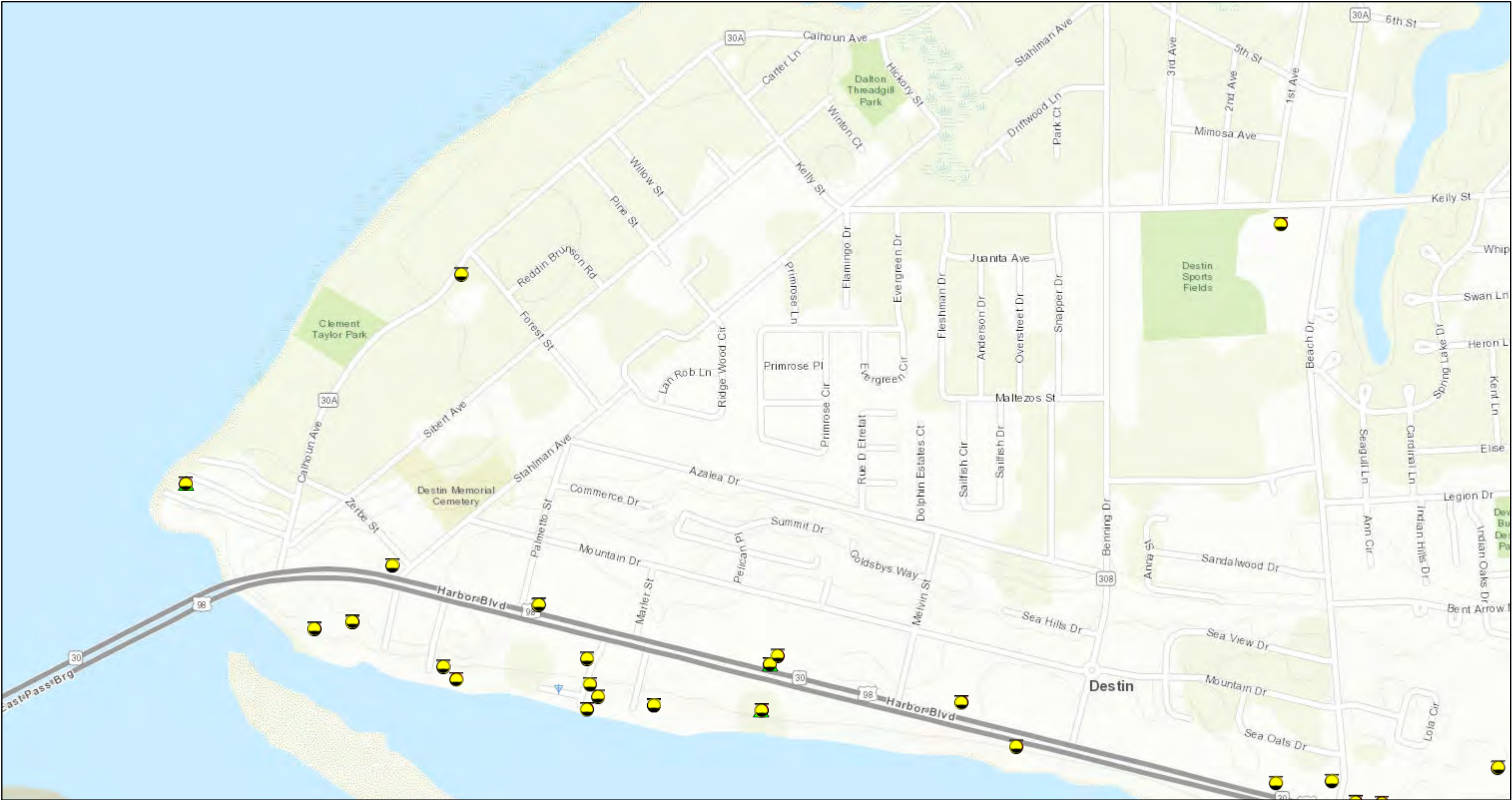
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10.5 Regulatory Records Documentation

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

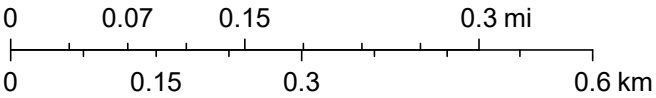
OTHER WASTE CLEANUP
- Registered Tanks from STCM

Site Investigation Section Sites

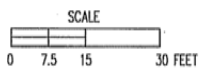
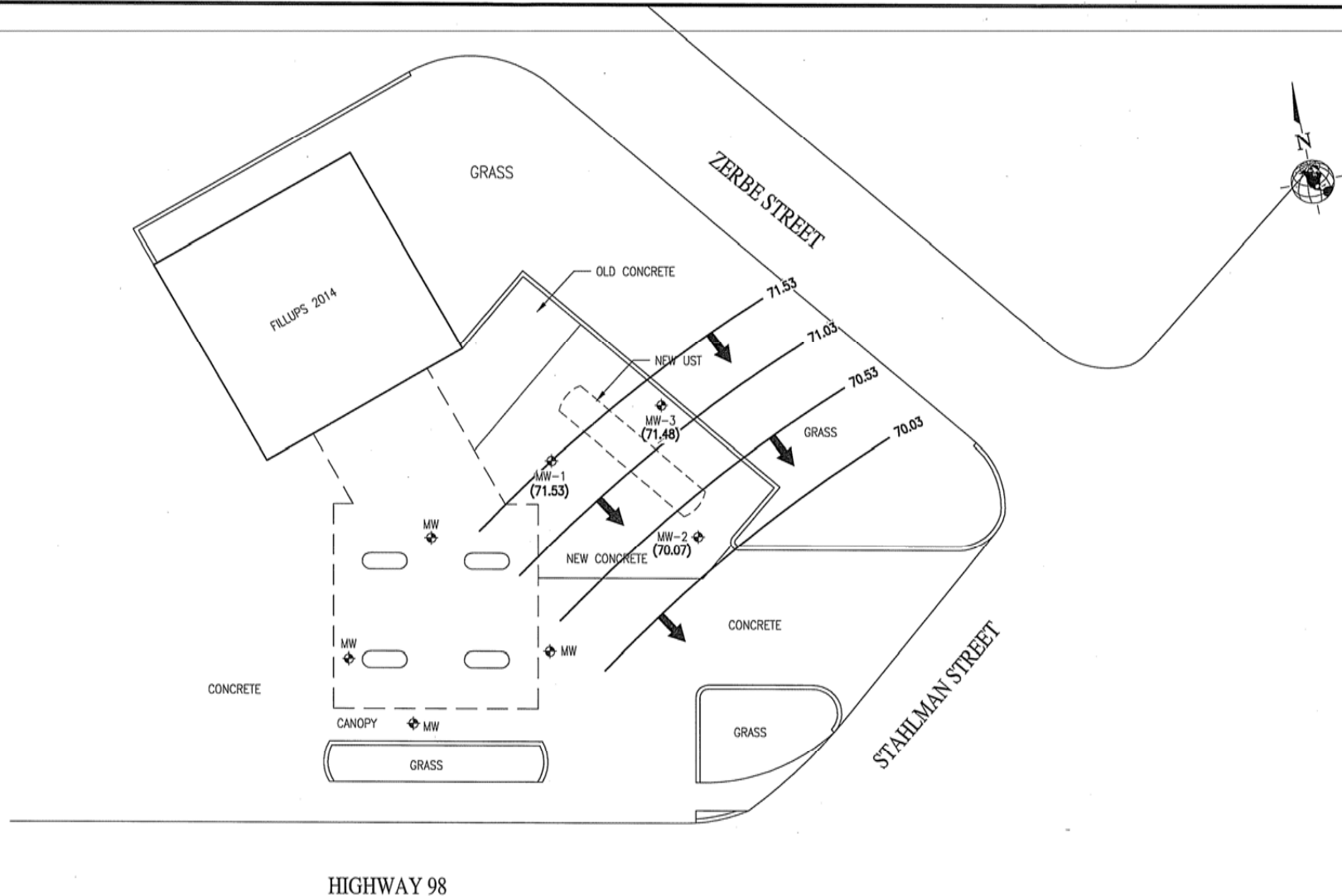
Waste Cleanup CLOSED Responsible Party Sites

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

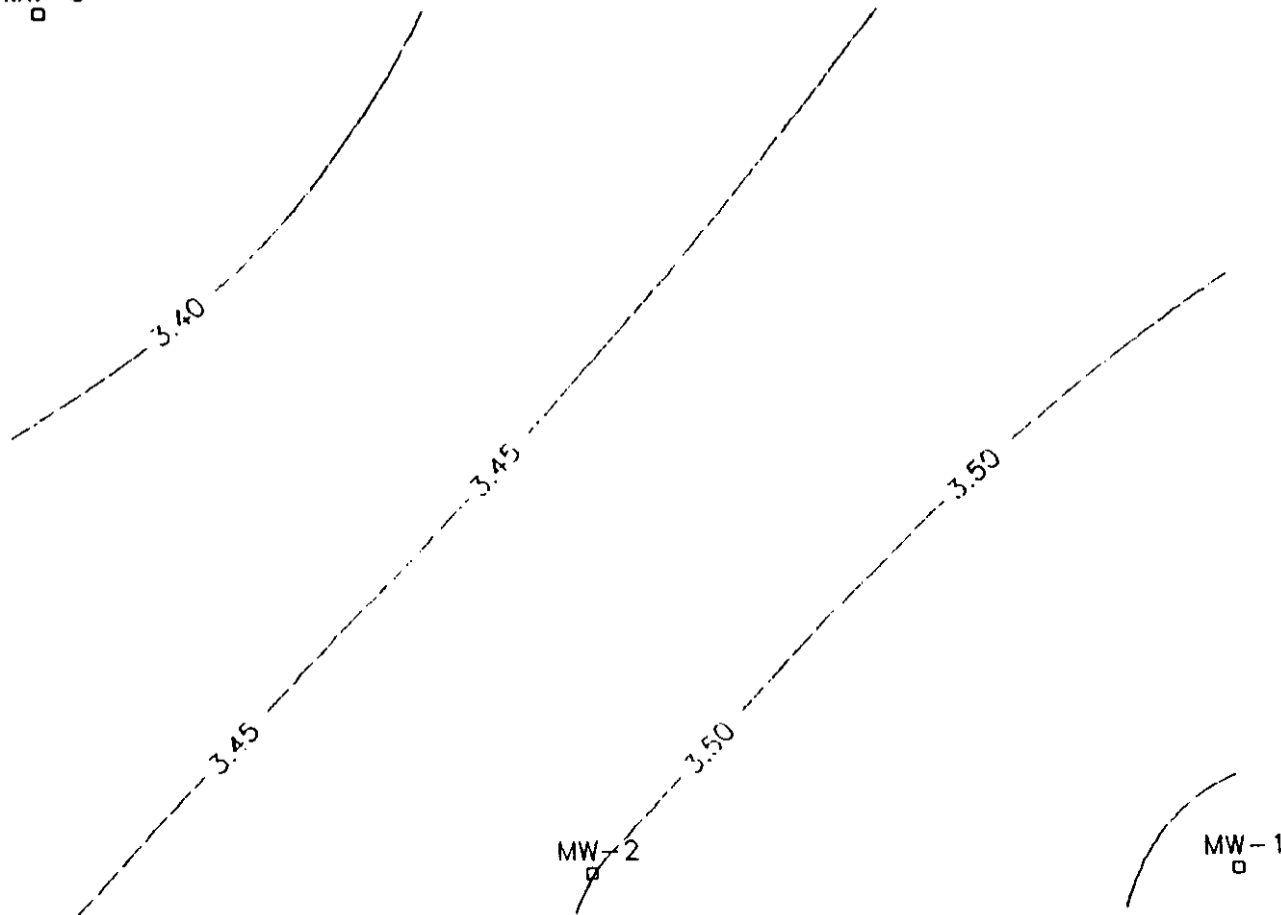
GROUNDWATER FLOW MAP
(NOVEMBER 8, 2010)

FIGURE
4
PROJECT
25763

FIGURE II

DESTIN WATER USERS WELL # 5

MW-3
□

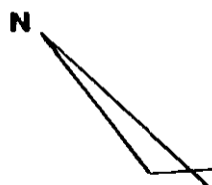


POTENTIOMETRIC MAP

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

[Click here for Florida Oculus:](#)

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 **ID/Status:** FLD984188904
DESTIN, FL 32541
OKALOOSA
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

[Click here for Florida Oculus:](#)

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
DESTIN, FL 32541

ID/Status: OPEN
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

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

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

- 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

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

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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

[Click here for Florida Oculus:](#)

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

- 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

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

- 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

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

[Click here for Florida Oculus:](#)

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

- 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
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

[Click here for Florida Oculus:](#)

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 know 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, RCRACOR, 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)

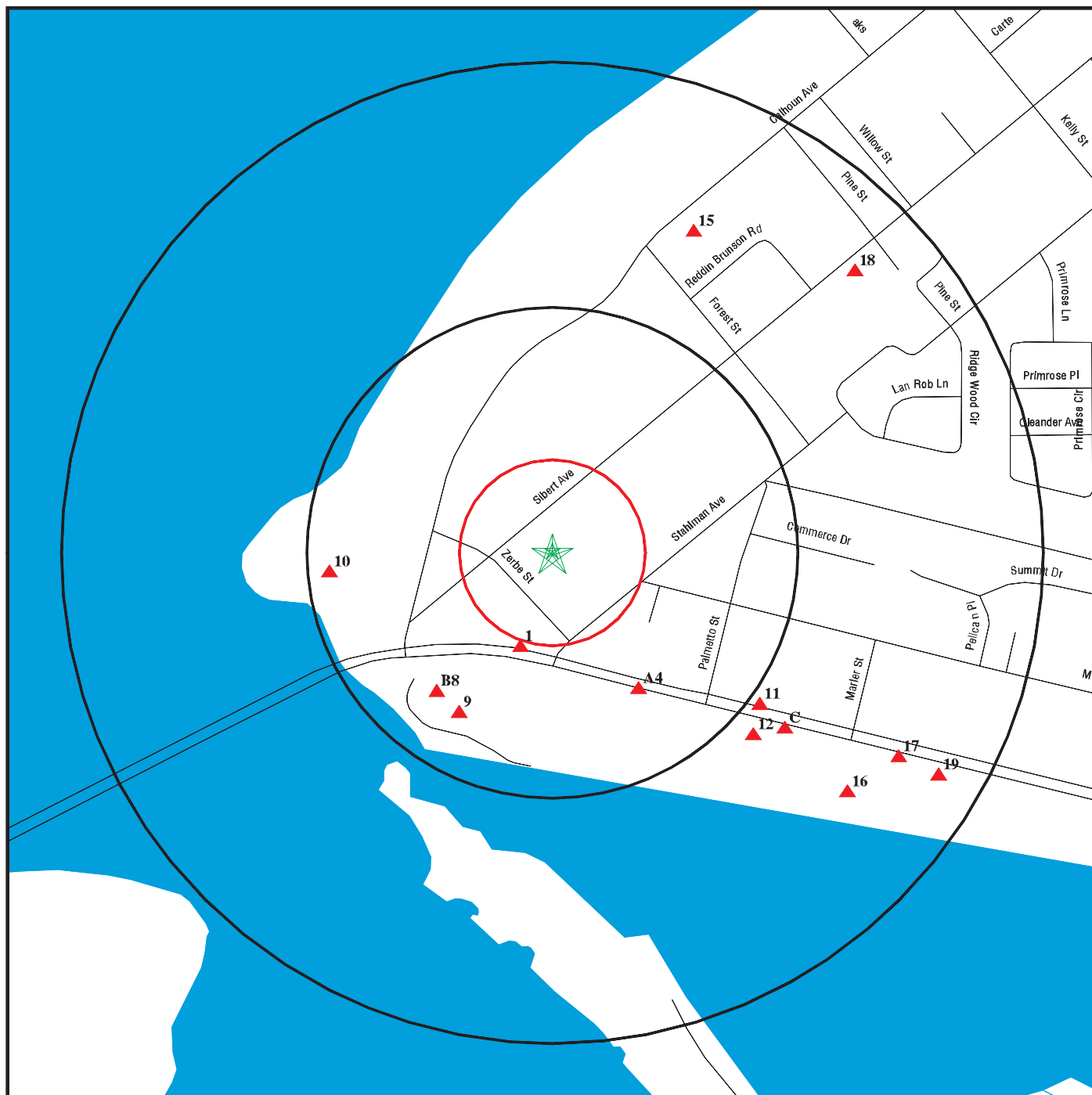
▲ Identified Sites

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

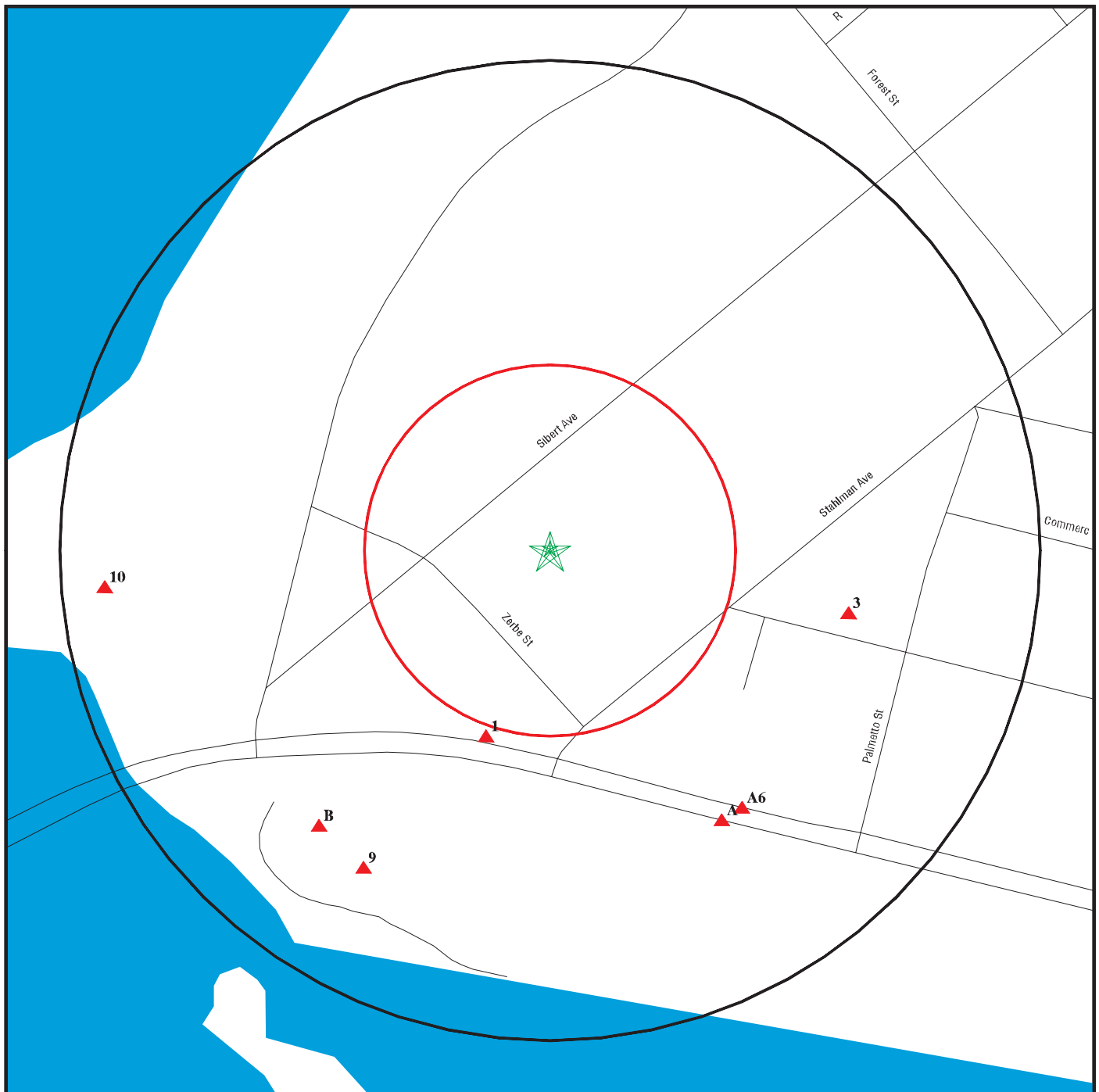


FL Brownfield



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.

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

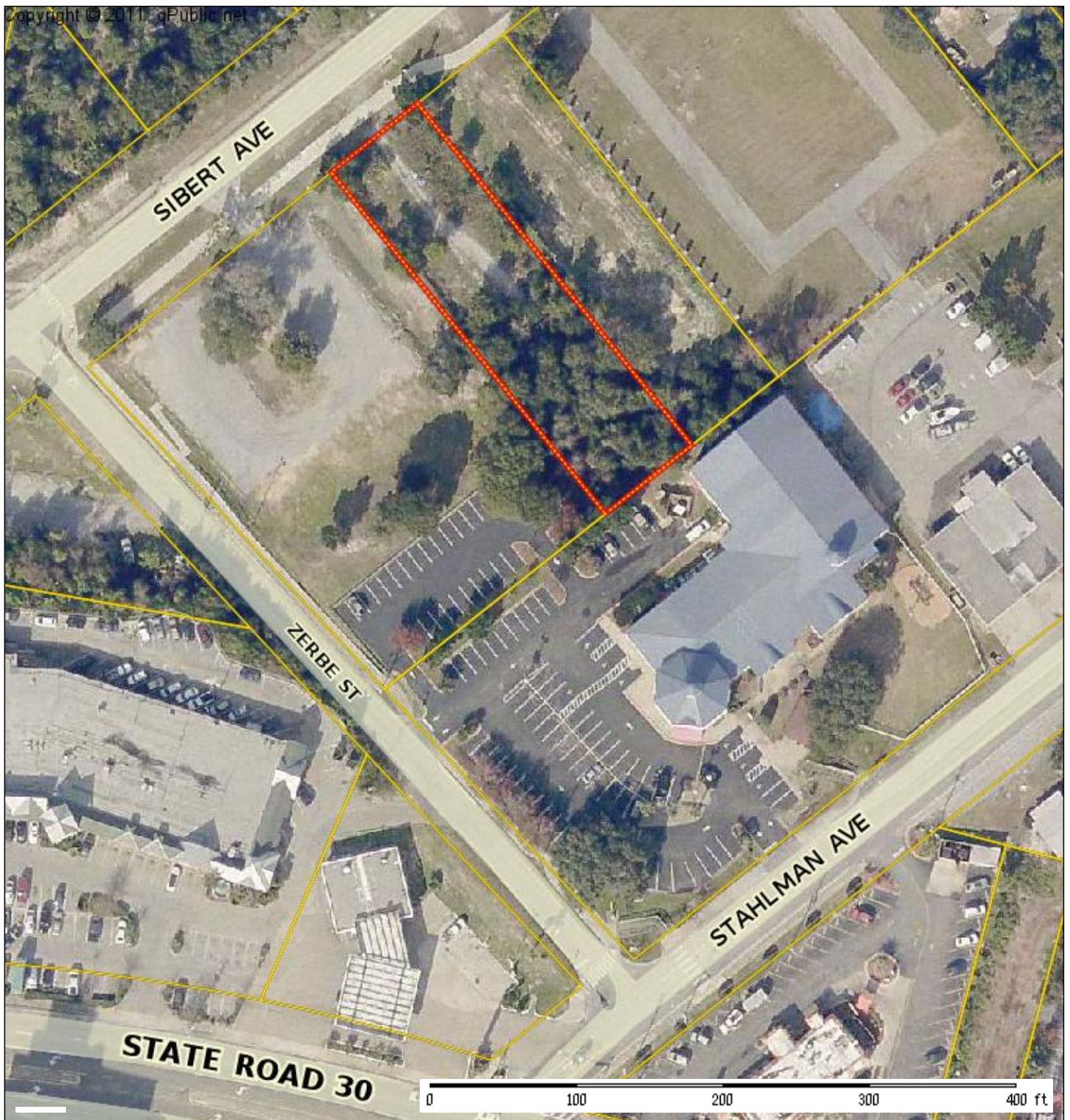
The technical format of the foregoing ordinance, has been approved by the City Attorney. However, the City Attorney does not provide any opinion as to the substance of any attachments, nor any opinion as to the quality/status of the title proposed to be conveyed, nor any opinion as to whether the sellers 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



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

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.

A handwritten signature in blue ink, appearing to be 'LJE', is located in the bottom left corner of the page.

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
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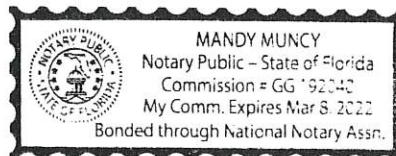
Address: 608 Fir Avenue, Niceville, Florida 32578

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



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 7, 2019**TYPE OF AGENDA ITEM:** Public Hearing

TO: City Council

THRU: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

FROM: Lance Johnson, City Manager

DATE: December 20, 2018

SUBJECT: First reading of Ordinance 18-23-LC - Amend Section 7.12.01(A)2 of the Land Development Code changing the designation of an 11.543 acre parcel of land located on U.S. Highway 98 from Commercial General (CG) to Town Center Mixed Use (TCMU)

I. BACKGROUND: This is an applicant-generated request for a zoning map amendment to revise the zoning of a parcel currently zoned Commercial General (CG) to the Future Land Use Map zoning of Town Center Mixed Use (TCMU). The subject area is an 11.543 acre parcel fronting on the north side of U.S. Highway 98 between Gulfview Plaza to the east and the Sunoco gas station on the west. It is bounded on the north side by the Gulf Power easement and property of Old Bay Village Owners Association. The parcel ID # is 00-2S-22-0000-0013-0190. The subject area of the requested amendment is shown on the revised Official Zoning Map and on the Location Map (refer to Exhibits "A.2" and "A.3"). The rezoning of the parcel to TCMU is consistent with the Future Land Use Map, and is in compliance with Comprehensive Plan: 2020 Policy 1-3.6.4: Identification of Land Use and Zoning Inconsistencies. The rezoning is required in order for the applicant to obtain the applicant's proposed use for a mix of residential apartments and commercial uses.

II. DISCUSSION: The amendment is consistent with Objective 1-3.6 of Comprehensive Plan: 2020 which purpose is to "prevent inconsistent land use" by ensuring that land uses, structures, and rezoning are consistent with the FLUM.

Any improvements to this property will be required to undergo the proper comprehensive development review process as administered by the City of Destin Community Development Department. The issues of concurrency and adequate public facilities will be assessed during the development review process in accordance with the goals, objectives, and policies of the City's Comprehensive

Plan and Land Development Code. Additionally, development of the property will require that the applicant adheres to Policy 2-1.1.1: Pursue Additional Road Corridor Improvements as described in the Comprehensive Plan, by donating right-of-way and constructing a portion of the Mattie Kelly Blvd. Extension.

The Local Planning Agency (LPA) recommended approval of this item by 4-1 vote (Board Member Shelton dissenting) on Thursday, November 15th.

On November 19, 2018, the City Council considered this Ordinance on first reading, but continued the item to allow the applicant to provide additional information at a future meeting. The applicant has provided additional information for the City Council's consideration (see Exhibits B, C & D).

A. Link to Strategic Goals / Objectives: 3. Improved Mobility and Connectivity

B. Effect on Budget (EOB): At some point, participation will be needed by the city for extending Mattie Kelly Blvd., additional right-of-way acquisition, and for traffic signal and intersection improvements.

C. Level of Service (LOS): Transportation levels of service will be enhanced with the prospects of better connectivity and improved access to roads and pathways.

III. CONCLUSION: Ordinance 18-23-LC amends the Official Zoning Map to change the zoning designation of the property on U.S. Highway 98, from “Commercial General” to “Town Center Mixed Use”.

IV. RECOMMENDED MOTION: “I move that the City Council approve/deny Ordinance 18-23-LC amending the Official Zoning Map to change the zoning designation of the property on U.S. Highway 98, from “Commercial General” to “Town Center Mixed Use” on first reading and direct staff to bring it back for second reading.”

Attachments:

1. 11.15.18-Ord.18-23-LC - U.S. 98-Zoning.Map.Change.from.CG.to.TCM U-Exhibit.A-Staff.Version
2. 11.15.18-Ord. 18-23-LC - U.S. 98-Zoning.Map.Change.from.CG.to.TCM U-Exhibit A.1
3. 11.15.18-Ord.18-23-LC - U.S. 98-Zoning.Map.Change.from.CG.to.TCM

U-Exhibit A.2

4. 11.15.18-Ord. 18-23-LC - U.S. 98-
Zoning.Map.Change.from.CG.to.TCM

U-Exhibit A.3

5. 1_7_2019 Meeting Applicant Exhibit B
6. Exhibit C Applicant Location Map
7. Exhibit D Email to LUA 1_2_2019

EXHIBIT A

ORDINANCE NO. 18-23-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATION OF AN 11.543 ACRE AREA OF LAND LOCATED ON U.S. HIGHWAY 98, DESTIN, FLORIDA FROM COMMERCIAL GENERAL (CG) TO TOWN CENTER MIXED USE (TCMU); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA, AS FOLLOWS:

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

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council has deemed it necessary to amend the existing Land Development Code's Zoning Map in order to bring it into compliance with the adopted Comprehensive Plan: 2020 Future Land Use Map;

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

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

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

SECTION 3. JURISDICTION. The land subject to this Ordinance shall include the area described in the legal description (refer to Exhibit "A.1") and depicted on the property location map (refer to Exhibit "A.2").

SECTION 4. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Destin, Florida, as referenced in the Land Development Code, section 7.12.01(A)2 zoning maps, is hereby amended to include a change of zoning map designation from Commercial General (CG) to Town Center Mixed Use (TCMU) for the specific area of land located ON U.S. Highway 98 which is depicted on the revised zoning map (refer to Exhibit "A.3,") attached hereto and made a part hereof by reference.

SECTION 5. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

EXHIBIT A

SECTION 6. 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 7. 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 8. 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:

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

Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

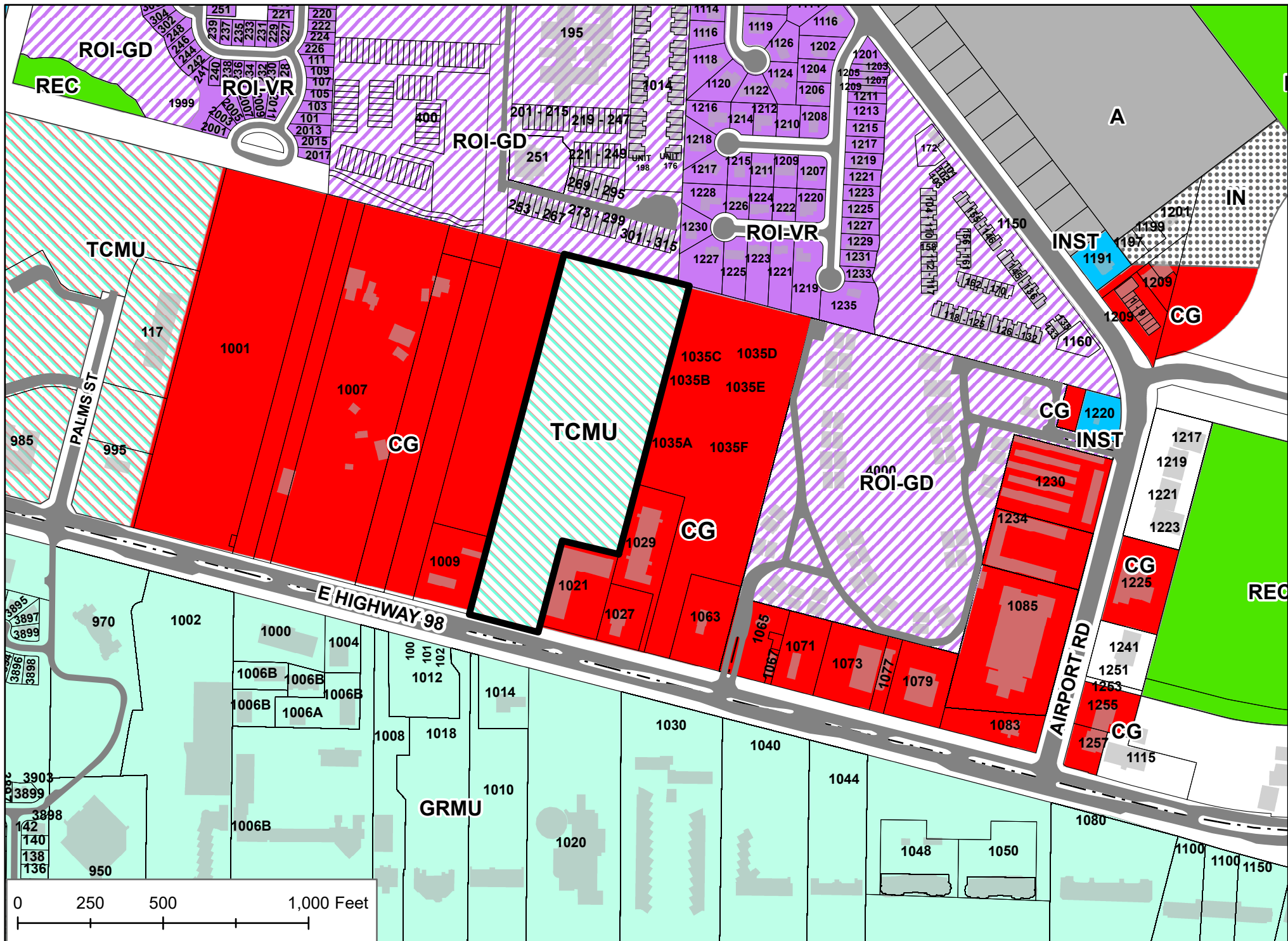
First Reading: _____
Second Reading: _____

EXHIBIT A.1

COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK J, OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE GO SOUTH 76°11'00" EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (S.R.#30, 100' R/W), A DISTANCE OF 500.00 FEET; THENCE GO NORTH 13°49'00" EAST ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE GO SOUTH 76°11'00" EAST ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 110' R/W), A DISTANCE OF 132.77 FEET; THENCE GO NORTH 05°06'00" WEST ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 15.85 FEET; THENCE GO SOUTH 76°11'00" EAST ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 125.00' R/W), A DISTANCE OF 2508.27 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE GO NORTH 13°49'00" EAST, A DISTANCE OF 1278.98 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF A 100 FOOT GULF POWER EASEMENT; THENCE GO SOUTH 76°11'53" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 405.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 76°11'53" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF POWER EASEMENT, A DISTANCE OF 444.55 FEET; THENCE GO SOUTH 13°49'00" WEST, A DISTANCE OF 954.20 FEET; TO A POINT WHICH IS 300.00 FEET FROM THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30; THENCE GO NORTH 76°11'0" WEST, A DISTANCE OF 200.00 FEET; THENCE GO SOUTH 13°49'00" WEST, A DISTANCE OF 325.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (S.R. #30, 125' R/W); THENCE GO NORTH 76°11'00" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 244.55 FEET TO A POINT ON THE EAST PROPERTY LINE ON AN EXISTING CHEVRON GAS STATION; THENCE GO NORTH 13°49'00" EAST ALONG SAID EAST PROPERTY LINE, A DISTANCE OF 1277.49 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF AN EXISTING 100 FOOT GULF POWER EASEMENT; AND THE POINT OF BEGINNING OF DESCRIBED PARCEL.

2







DESTIN MIXED USE

SITE PLAN - 1021 HIGHWAY 98 - DESTIN, FL 32541



50 25 0 50

DEC - 04 - 2018

038.164



From: David Stoniecki <dstoniecki@fg-inc.net>
Sent: Wednesday, January 2, 2019 1:05 PM
To: Kimberly Kopp
Cc: Louis Zunguze; Chip Dillard - Core Property Capital
(hdillard@corepropertycapital.com)
Subject: Destin Rezoning Request - Ordinance 18-23-LC
Attachments: 038.164 Destin Mixed Use Concept_2018-11-30.pdf;
Location Map.pdf

Kim,

Good afternoon. The applicant is requesting the rezoning of Parcel 00-2S-22-0000-0013-0190 from its existing zoning of CG-Commercial General to the proposed zoning of TCMU - Town Center Mixed Use. This application was originally heard at Destin City Council meeting held on November 19th, 2018 where the City Council Tabled the application (7-0) to allow the applicant time to provide a Concept Site Plan and additional information. Ordinance 18-23-LC.

As stated in the original application, the rezoning from CG to TCMU is consistent with the City's Adopted Map 1-1 Future Land Use Map 2020. The property lies within the Town Center Community Redevelopment Area and it's Future Land Use is TCMU.

The rezoning of the property is necessary because the Adopted Future Land Use Map has defined this property as part of the Town Center CRA and intends for its FLU to be Town Center Mixed Use. Per the adopted Comp Plan, the Town Center CRA and the Town Center Mixed Use Area is intended to be a planned pedestrian-oriented mixed use center of commerce and City Center Living. This will include a grid street system that enhances access to and within the Town Center and sub-areas. Further, the Adopted Comp Plan states the CG zoning is not intended to be used for long-term residential uses and only allows for "Short-Term Multi-Family Residential". The current CG zoning does not comply with the Adopted Comp Plan/

The applicant intends to develop the property into a high-quality Multi-family apartment development with an opportunity to develop a portion of the property fronting Hwy 98 as restaurant/retail. This development will promote the City's Comp Plan of providing City Center Living. Further, the applicant is working with the City of Destin on the extension of Mattie M Kelly Blvd from Airport Rd to Hwy 98. This extension is also intended to connect to Palm St further west. The applicant

intendeds to coordinate with the City regarding the right of way necessary for the roadway extension and construct the portion of the roadway serving the development. These roadway improvements will support the City's Comp Plan by providing a grid street system to enhance access to the City center. The roadway improvements will also include sidewalks promoting the City's goals of Pedestrian-oriented facilities.

The rezoning of the property from CG to TCMU is consistent with the City of Destin's Comprehensive Plan and the City's Adopted Future Land Use.

At the City Council meeting on November 19th, several members of the City Council requested to see a site plan. The site plan was not originally included in the application, as the site layout had not been finalized. Attached is a copy of the Concept Site Plan the applicant intends to develop. This plan is subject to change based on final technical review by City of Destin, FDOT, and Destin Utilities.

If the Council has further concerns regarding the application, or the future planned development, the applicant is willing to consider placing additional conditions on the application. Possible conditions could include: Rezoning of the property contingent upon the applicant closing on the land, Restricting future uses of the property to eliminate the chance of "Negative" uses in the future.

If you have any further questions or comments, please reach out for further information or clarifications.

DAVID STONIECKI PE
Land Development Division Director

FORESITE GROUP, INC. www.fg-inc.net
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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 7, 2019**TYPE OF AGENDA ITEM:** Ordinance

TO: City Council**THRU:** Kimberly Kopp, Land Use Attorney
Lance Johnson, City Manager**FROM:** Louis Zunguze, Community Development Director**DATE:** January 3, 2019**SUBJECT:** First reading of Ordinance 18-29-CC - Amendments to Short-Term Rental Ordinance and Establishing Maximum Occupancy Limits.

I. BACKGROUND: 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. The Task Force was made up of short-term rental stakeholders as well as City residents, and met regularly prior to making recommendations to the City Council on how to regulate short-term rentals in the City. Upon receiving the recommendations of the Task Force, the City Council held workshops to consider and discuss such recommendations.

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, diminished public safety, excessive use and impact on public services and public works, and extreme size and/or greater occupancy in residential structures. According to U.S. Census data available online, between 2013-2017, the City of Destin has had an average household size of 2.26 persons. On the other hand, occupancy of short-term rentals is much higher and creates a great disparity in occupancy in residential neighborhoods.

Ordinance 18-29-CC is intended to ensure compatibility in existing residential neighborhoods, and safety for residents, tourists, and tenants alike. Section 509.032, Florida Statutes authorizes local governments to regulate short-term rentals. Ordinance 18-29-CC does not prohibit short-term rentals, nor does it regulate the frequency or duration of short-term rentals.

On December 3, 2018, the City Council directed staff to advertise an ordinance regulating maximum occupancy of short-term rentals for first reading on December 17, 2018.

On December 17, 2018, the City Council directed that two versions of the ordinance be brought forward for consideration on first reading on January 7, 2019. The first version, set forth in Exhibit A, would establish maximum occupancy at 2 persons per bedroom, plus two more persons. The second version, set forth in Exhibit B, would establish maximum occupancy at 2 persons per bedroom, plus an additional four persons per short-term rental. In either case, occupancy levels are to be based on on-site capacity.

II. DISCUSSION: Per directive of the City Council on December 17, 2018, attached are two versions of Ordinance 18-29-CC. Each version of the ordinance is identical to the other except that the Exhibit A version of the ordinance provides for a maximum overnight occupancy of two persons per bedroom, plus TWO in the short-term rental, while the Exhibit B version of the ordinance provides for a maximum overnight occupancy of two persons per bedroom, plus FOUR. In both cases, the ordinance caps overnight occupancy at no more than 24 persons per short-term rental.

In order to balance the rights and interests of private property owners and residents, Ordinance 18-29-CC contains provisions related to a grandfathering process, which would grandfather occupancy for a five-year period for successful applicants, in order to allow the private property owner to obtain its reasonable investment expectations. Further, Ordinance 18-29-CC contains an exemption for prospective tenants with pre-existing agreements as of the effective date of Ordinance 18-29-CC.

Examples of a couple of Bert Harris settlement agreements that were entered into in the City of Anna Maria, which enacted a similar ordinance regulating occupancy of short-term rentals, have been included with this agenda item. Notably, the City of Anna Maria enacted a much lower occupancy limit (a maximum of 8 occupants) than the overall limit of 24 that is currently being proposed for the City of Destin.

A. Link to Strategic Goals / Objectives:

OBJECTIVE 1-1.2: RESIDENTIAL QUALITY. Sufficient land area shall be designated for residential development and required community facilities to adequately meet the housing needs of the present and expected future population. Also refer to the housing element of this plan. Residential development shall be planned and designed to create and perpetuate stable residential neighborhoods and implement Policies set forth below.

Policy 1-1.2.1: Protect Residential Areas. The LDC shall implement design standards to protect existing stable single-family residential areas and projected future single-family residential areas from adverse impacts by new development due to location, massing, intensity, scale, and height. These areas include all residential future land use designations and historically residential neighborhoods in mixed use designations delineated on the Future Land Use Map 1-1.

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: In conclusion, the City Council has several options before it with respect to Ordinance 18-29-CC.

1. The City Council may select the Exhibit A version of Ordinance No. 18-29-CC (which provides for a maximum overnight occupancy of two persons per bedroom, plus two), and direct staff to advertise it for 2nd reading on January 21, 2019.
2. The City Council may select the Exhibit B version of Ordinance No. 18-29-CC (which provides for a maximum overnight occupancy of two persons per bedroom, plus four), and direct staff to advertise it for 2nd reading on January 21, 2019.
3. The City Council may direct staff and the City land use attorney to further amend Ordinance No. 18-29-CC.
4. The City Council may direct staff not to move either version of Ordinance No. 18-29-CC forward for second reading.

IV. RECOMMENDED MOTION: I move that staff advertise the(Exhibit A OR Exhibit B) version of Ordinance 18-29-CC for second reading on January 21, 2019.

or

I move that staff further amend Ordinance 18-29-CC by_____.

or

I move to deny Ordinance 18-29-2018 on first reading and direct staff not to advertise it for 2nd reading.

Attachments:

1. Exhibit A 2 Per BR Plus Two STRs
1_7_2018
2. Exhibit B 2 Per BR Plus Four STRs
1_7_2018
3. Exhibit C Example Bert Harris
Settlement_Occupancy
4. Exhibit D Example Bert Harris
Settlement Occupancy

ORDINANCE NO. 18-29-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, OCCUPANY 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 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, residents residing within their residential dwellings are inherently familiar with the local surroundings, local weather disturbances, local hurricane evacuation plans, and means of egress from their residential dwellings, thereby minimizing potential risks to themselves and their families; and

WHEREAS, in contrast to residents, transient occupants of short-term rentals, due to their transient nature, are typically not familiar with local surroundings, local weather disturbances, local hurricane evacuation plans, and means of egress from the Vacation Rentals in which they are staying, thereby increasing potential risks to themselves and their families, and putting an additional burden on, and potentially putting at risk, emergency personnel in the event of an emergency situation; and

WHEREAS, certain short-term rentals are presently located within the single-family residential zoning districts of the City of Destin; 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, diminished public safety, excessive use and impact on public services and public works, and extreme size and/or greater occupancy of structures; and

WHEREAS, short-term rentals situated within residential neighborhoods can disturb the quiet nature and atmosphere of the residential neighborhoods, and the quiet enjoyment of its residents; and

WHEREAS, a residential dwelling is typically the single largest investment a family will make with the residents of the residential dwelling desiring the tranquility and peaceful enjoyment of their neighborhood without excessive noise and increased parking issues and traffic congestion caused by transient occupants of short-term rentals; and

WHEREAS, according to U.S. Census data, the City of Destin has an average household size of 2.26 persons between 2013-2017; and

WHEREAS, short-term rentals situated in single-family residential neighborhoods can and do create a great disparity in occupancy; 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, this Ordinance does not prohibit, nor intend to prohibit, short-term rentals, nor does it regulate the frequency or duration of such rentals; 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 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 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 twenty-four (24) by forty-eight (48) ~~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.

(f) A current City of Destin annual decal must be displayed in the top right hand corner of the sign. The City will provide the property owner with such annual decal at the time of annual registration of the short-term rental.

* * *

Sec. 13-117. – Maximum occupancy based on site capacity/Grandfathering.

(a) The maximum overnight occupancy of a short-term rental shall be stated in the short-term rental registration form, and shall be limited to the lesser occupancy of the following two options:

i. 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.

or

ii. A total of twenty-four (24) persons per short-term rental. In the event that there is more than one building or dwelling on one platted lot, the maximum occupancy shall be capped at twenty-four (24) occupants per lot or structure, whichever is less.

(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.

(e) Minimum Provisions for Short-Term Rental Agreements: Short Term Rentals shall be rented, leased or occupied pursuant to a written rental agreement which contains, at a minimum, the following information:

i. Maximum occupancy of the short-term rental that is consistent with the short-term rental registration.

- ii. The maximum number of vehicles that will be allowed to park at the short-term rental. Such number of vehicles shall not exceed the number of legal parking spaces that the short-term rental owner can show are available to the short-term rental.
 - iii. A statement that all occupants must promptly evacuate from the short-term rental upon posting of any evacuation order issued by state or local authorities.
 - iv. As a courtesy, a copy of a document to be supplied by the City which includes excerpts from the City of Destin's ordinance provisions of general application relevant to short-term rentals to include regulations related to solid waste and trash, prohibited parking, and the City's noise ordinance. Failure of the City to provide this courtesy document does not relieve any short-term rental owner or other person of their obligation to comply with any City ordinance.
- (f) Notwithstanding the above, the owner (or authorized agent) of a short-term rental that was used as a short-term rental as of the effective date of this ordinance (January 21, 2019), may apply for the status of grandfathered for a period of five (5) years, as to occupancy limitations, and may cap its occupancy based upon the criteria and procedures set forth herein. Short-term rentals that have an occupancy of twenty-four (24) or less, and that otherwise comply with the occupancy restrictions set forth in Section 13-117(a) above, will not require grandfathering to maintain that occupancy.
- i. The short-term rental owner, or agent, as applicable ("Grandfathering Applicant") shall complete a Grandfathering Application as prescribed by the City, which shall be submitted under oath and upon penalty of perjury, and provide verifiable written proof of:
 - 1. The use as a short-term rental was existing and legally established as of January 21, 2019.
 - 2. The number of bedrooms in the short-term rental was existing and legally established as of January 21, 2019. The number of bedrooms shall be based upon the Property Appraiser's residential profile of the property, and other documents of record, as needed.
 - 3. The short-term rental must be registered with the City and must be in compliance with all applicable City of Destin codes and ordinances.
 - ii. The Grandfathering Application and supporting proof shall be submitted to the City for review by the City staff in consultation with the City Land Use Attorney, and such staff shall make a written determination as to the maximum occupancy of such short-term rental.
 - iii. If the City staff fails to confirm the requested occupancy level, the City of Destin shall notify the Grandfather Applicant of that fact, and the

occupancy level that can be approved, in writing. Within twenty (20) days after such notice, an evidentiary hearing may be requested by the Grandfathering Applicant before the City Council to provide the Grandfathering Applicant an opportunity to provide evidence and/or testimony in support of the occupancy requested. A determination by the City Council after such evidentiary hearing shall be final. If no hearing is requested during that time period, the occupancy level shall be set at the level determined by the City staff upon initial review.

1. Written notice of the date, time, place and purpose of the hearing shall be mailed by the city clerk to all owners of property located within one hundred and fifty (150) feet of the boundaries of the property for which the grandfathered rights are sought, according to the latest certified tax roll. Such notice shall be mailed not later than fifteen (15) days prior to the date of the scheduled hearing. Additionally, notice will be published in a local newspaper of general circulation at least ten (10) days prior to the public hearing.
 2. The City Council shall render a decision to either issue or deny the Grandfathering Application.
 3. The decision shall be mailed to the Grandfathering Applicant and shall include findings of fact and conclusions of law, and shall state specifically the maximum occupancy that is grandfathered for a five (5) year period.
- iv. An application for grandfathering shall be submitted, if at all, by no later than the time of registration of the short-term rental, but not later than July 21, 2019. If the City extends the date that registration is required, the deadline for the application for grandfathering shall also be extended to the same extended date. If a short-term rental has been registered, but a final determination as to the occupancy level based upon grandfathering has not yet been made, such short-term rental may allow occupancy up to the occupancy requested in the grandfathering application until such time as a final determination as to occupancy has been made.
- v. If it is reasonably determined by the City staff that any information supplied to the City of Destin in support of an application for grandfathering 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. If there is such a determination by City staff, the City of Destin shall notify the Grandfathering Applicant of that fact, and within twenty (20) days after such notice, an evidentiary hearing may be requested by the Grandfathering Applicant before the City Council to provide the Grandfathering Applicant an opportunity to provide evidence and/or testimony to show that the information supplied in support of the application for grandfathering was not intentionally false or fraudulent. The determination by the City Council after such evidentiary hearing shall be final. If no hearing is

requested during that time period, the initial determination by the City staff shall be final.

- vi. If a short-term rental is not registered for a period in excess of twelve (12) months, any grandfathering determination shall be deemed abandoned, and shall no longer be applicable to that short-term rental.
- vii. If a grandfathered use ceases for a period of six (6) months, then the grandfathering shall be considered to have lapsed and the short-term vacation rental will be subject to all occupancy requirements as set forth herein.
- viii. An applicant may only submit one Grandfathering Application per short-term rental.
- ix. An appeal of a city council decision on a Grandfathering Application shall be by petition for certiorari review to the circuit court of Okaloosa County, based solely on the record of the hearing before the city council. The applicant is responsible for providing a verbatim transcript of the record of that hearing. Such an appeal must be filed within thirty (30) days after the City renders its decision.

* * *

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 18-29-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 Council, 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.

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 _____, 2019.

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

ORDINANCE NO. 18-29-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, OCCUPANY 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 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, residents residing within their residential dwellings are inherently familiar with the local surroundings, local weather disturbances, local hurricane evacuation plans, and means of egress from their residential dwellings, thereby minimizing potential risks to themselves and their families; and

WHEREAS, in contrast to residents, transient occupants of short-term rentals, due to their transient nature, are typically not familiar with local surroundings, local weather disturbances, local hurricane evacuation plans, and means of egress from the Vacation Rentals in which they are staying, thereby increasing potential risks to themselves and their families, and putting an additional burden on, and potentially putting at risk, emergency personnel in the event of an emergency situation; and

WHEREAS, certain short-term rentals are presently located within the single-family residential zoning districts of the City of Destin; 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, diminished public safety, excessive use and impact on public services and public works, and extreme size and/or greater occupancy of structures; and

WHEREAS, short-term rentals situated within residential neighborhoods can disturb the quiet nature and atmosphere of the residential neighborhoods, and the quiet enjoyment of its residents; and

WHEREAS, a residential dwelling is typically the single largest investment a family will make with the residents of the residential dwelling desiring the tranquility and peaceful enjoyment of their neighborhood without excessive noise and increased parking issues and traffic congestion caused by transient occupants of short-term rentals; and

WHEREAS, according to U.S. Census data, the City of Destin has an average household size of 2.26 persons between 2013-2017; and

WHEREAS, short-term rentals situated in single-family residential neighborhoods can and do create a great disparity in occupancy; 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, this Ordinance does not prohibit, nor intend to prohibit, short-term rentals, nor does it regulate the frequency or duration of such rentals; 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 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 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 twenty-four (24) by forty-eight (48) ~~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.

(f) A current City of Destin annual decal must be displayed in the top right hand corner of the sign. The City will provide the property owner with such annual decal at the time of annual registration of the short-term rental.

* * *

Sec. 13-117. – Maximum occupancy based on site capacity/Grandfathering.

(a) The maximum overnight occupancy of a short-term rental shall be stated in the short-term rental registration form, and shall be limited to the lesser occupancy of the following two options:

i. Two (2) persons for each bedroom, plus four (4) 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.

or

ii. A total of twenty-four (24) persons per short-term rental. In the event that there is more than one building or dwelling on one platted lot, the maximum occupancy shall be capped at twenty-four (24) occupants per lot or structure, whichever is less.

(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.

(e) Minimum Provisions for Short-Term Rental Agreements: Short Term Rentals shall be rented, leased or occupied pursuant to a written rental agreement which contains, at a minimum, the following information:

i. Maximum occupancy of the short-term rental that is consistent with the short-term rental registration.

- ii. The maximum number of vehicles that will be allowed to park at the short-term rental. Such number of vehicles shall not exceed the number of legal parking spaces that the short-term rental owner can show are available to the short-term rental.
 - iii. A statement that all occupants must promptly evacuate from the short-term rental upon posting of any evacuation order issued by state or local authorities.
 - iv. As a courtesy, a copy of a document to be supplied by the City which includes excerpts from the City of Destin's ordinance provisions of general application relevant to short-term rentals to include regulations related to solid waste and trash, prohibited parking, and the City's noise ordinance. Failure of the City to provide this courtesy document does not relieve any short-term rental owner or other person of their obligation to comply with any City ordinance.
- (f) Notwithstanding the above, the owner (or authorized agent) of a short-term rental that was used as a short-term rental as of the effective date of this ordinance (January 21, 2019), may apply for the status of grandfathered for a period of five (5) years, as to occupancy limitations, and may cap its occupancy based upon the criteria and procedures set forth herein. Short-term rentals that have an occupancy of twenty-four (24) or less, and that otherwise comply with the occupancy restrictions set forth in Section 13-117(a) above, will not require grandfathering to maintain that occupancy.
- i. The short-term rental owner, or agent, as applicable ("Grandfathering Applicant") shall complete a Grandfathering Application as prescribed by the City, which shall be submitted under oath and upon penalty of perjury, and provide verifiable written proof of:
 - 1. The use as a short-term rental was existing and legally established as of January 21, 2019.
 - 2. The number of bedrooms in the short-term rental was existing and legally established as of January 21, 2019. The number of bedrooms shall be based upon the Property Appraiser's residential profile of the property, and other documents of record, as needed.
 - 3. The short-term rental must be registered with the City and must be in compliance with all applicable City of Destin codes and ordinances.
 - ii. The Grandfathering Application and supporting proof shall be submitted to the City for review by the City staff in consultation with the City Land Use Attorney, and such staff shall make a written determination as to the maximum occupancy of such short-term rental.
 - iii. If the City staff fails to confirm the requested occupancy level, the City of Destin shall notify the Grandfather Applicant of that fact, and the

occupancy level that can be approved, in writing. Within twenty (20) days after such notice, an evidentiary hearing may be requested by the Grandfathering Applicant before the City Council to provide the Grandfathering Applicant an opportunity to provide evidence and/or testimony in support of the occupancy requested. A determination by the City Council after such evidentiary hearing shall be final. If no hearing is requested during that time period, the occupancy level shall be set at the level determined by the City staff upon initial review.

1. Written notice of the date, time, place and purpose of the hearing shall be mailed by the city clerk to all owners of property located within one hundred and fifty (150) feet of the boundaries of the property for which the grandfathered rights are sought, according to the latest certified tax roll. Such notice shall be mailed not later than fifteen (15) days prior to the date of the scheduled hearing. Additionally, notice will be published in a local newspaper of general circulation at least ten (10) days prior to the public hearing.
 2. The City Council shall render a decision to either issue or deny the Grandfathering Application.
 3. The decision shall be mailed to the Grandfathering Applicant and shall include findings of fact and conclusions of law, and shall state specifically the maximum occupancy that is grandfathered for a five (5) year period.
- iv. An application for grandfathering shall be submitted, if at all, by no later than the time of registration of the short-term rental, but not later than July 21, 2019. If the City extends the date that registration is required, the deadline for the application for grandfathering shall also be extended to the same extended date. If a short-term rental has been registered, but a final determination as to the occupancy level based upon grandfathering has not yet been made, such short-term rental may allow occupancy up to the occupancy requested in the grandfathering application until such time as a final determination as to occupancy has been made.
- v. If it is reasonably determined by the City staff that any information supplied to the City of Destin in support of an application for grandfathering 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. If there is such a determination by City staff, the City of Destin shall notify the Grandfathering Applicant of that fact, and within twenty (20) days after such notice, an evidentiary hearing may be requested by the Grandfathering Applicant before the City Council to provide the Grandfathering Applicant an opportunity to provide evidence and/or testimony to show that the information supplied in support of the application for grandfathering was not intentionally false or fraudulent. The determination by the City Council after such evidentiary hearing shall be final. If no hearing is

requested during that time period, the initial determination by the City staff shall be final.

- vi. If a short-term rental is not registered for a period in excess of twelve (12) months, any grandfathering determination shall be deemed abandoned, and shall no longer be applicable to that short-term rental.
- vii. If a grandfathered use ceases for a period of six (6) months, then the grandfathering shall be considered to have lapsed and the short-term vacation rental will be subject to all occupancy requirements as set forth herein.
- viii. An applicant may only submit one Grandfathering Application per short-term rental.
- ix. An appeal of a city council decision on a Grandfathering Application shall be by petition for certiorari review to the circuit court of Okaloosa County, based solely on the record of the hearing before the city council. The applicant is responsible for providing a verbatim transcript of the record of that hearing. Such an appeal must be filed within thirty (30) days after the City renders its decision.

* * *

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 18-29-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 Council, 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.

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 _____, 2019.

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

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

Gretchen R. H. Vose, Esq.
Vose Law Firm LLP
324 W. Morse Blvd.
Winter Park, FL 32789

Recorded with
Manatee County Florida Clerk
Access Official Records at
www.ManateeClerk.com

For Recording Purposes Only

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this 22 day of February, 2017, ("Effective Date") by and between Randolph E. Brown and Nancy F. Brown ("Owner") and the City of Anna Maria ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on November 19, 2015, the City enacted Ordinance 15-807, the Vacation Rental Ordinance ("Ordinance"), which limited occupancy in Vacation Rentals, as that term is defined in the Ordinance; and

WHEREAS, Owner owns the real property and improvements located at 104 Pine Avenue, Anna Maria, Florida, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, on May 23, 2016, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the "Harris Act"), alleging that the Property had been inordinately burdened by the adoption of the Ordinance, (the "Claim"); and

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Occupancy Allowable Under Ordinance.** Owner is hereby granted a variance from the provisions of the Ordinance so that the Owner shall have the right to apply under the Ordinance for a maximum occupancy of fourteen (14) guests and the City shall grant such occupancy. This right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to decrease the number of bedrooms that existed at the date of the Claim.
3. **Development in Accordance with Code.** Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Anna Maria in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.
4. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.
5. **Duration of Agreement.** This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.
6. **Authority.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.
7. **Governing Law.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Manatee County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

OWNER:

Julie Wyman
Signature of Witness #1
Witness as to Randolph Brown.

Randolph E. Brown
Randolph E. Brown

Julie Wyman
Print or type name

Danielle Hill
Signature of Witness #2
Witness as to Randolph Brown
Danielle Hill
Print or type name

Nancy F. Brown

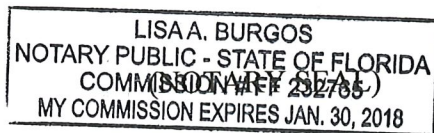
STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 22 day of February, 2017, by Randolph E. Brown and Nancy F. Brown, who are personally known to me or who have produced PDL as identification and who did not (did) take an oath.

Notary for Randolph E. Brown

Lisa Burgos

Signature of Notary



Lisa Burgos
Print or type name

CITY OF ANNA MARIA

By:

Dan Murphy, Mayor

Date: _____

Sharon L. Grecula

Signature of Witness # 1

Sharon L. Grecula

Print or type name

[Signature]

Signature of Witness #2

GREGORY MEDEROS

Print or type name

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 24th day of February, 2017, by Randolph E. Brown and Nancy F. Brown, who are personally known to me or who have produced _____ as identification and who did not (did) take an oath.

OWNER:

Randolph E. Brown

[Signature]

Nancy E. Brown

Sharon L. Grecula

Signature of Notary

Sharon L. Grecula

Print or type name



CITY OF ANNA MARIA

By: [Signature]

Dan Murphy, Mayor

Date: 04.10.17

ATTEST:

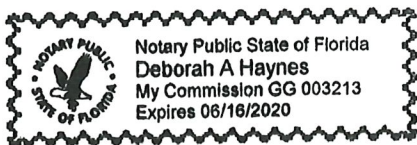
LeAnne Addy
LeAnne Addy, City Clerk

Date: 4/10/17

STATE OF FLORIDA

COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 10 day of April, 2016, by Dan Murphy, and LeAnne Addy, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Anna Maria.



(NOTARY SEAL)

Deborah A. Haynes
Signature of Notary

Deborah A. Haynes
Print or type name

Approved as to form and legality for use and reliance
by the City of Anna Maria, Florida

Gretchen R. H. "Becky" Vose
Gretchen R. H. "Becky" Vose

Exhibit "A"

Legal Description of Property

Lots 5, 6, 7, 15 and 16, Block 35, First Addition to Anna Maria Beach Subdivision, according to the map or plat thereof recorded in plat book 1, page 237, as recorded in the Public Records of Manatee County, Florida; together with that portion of the vacated alley between Lot 7 and Lots 15 and 16 of said Block 35

Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400
Bradenton, FL 34206

Official Records Receipt Recording

Recorded By: jtinkham
Cashiered By: PSCOTT

Receipt#: 900037416

Payee Name: COUNTER CUSTOMER

Receipt Date: 12/21/2016

Escrow Balance:
Escrow Customer:

Instrument(s): 201641069593-BK2653/PG336-AGREEMENT

Details

INDEXING NAMES	\$0.00
PRMTF \$1/\$.50	\$3.00
PRMTF BCC \$2	\$10.00
PRMTF CLERK \$1.90	\$9.50
PRMTF FACC \$.10	\$0.50
RECORDING FEE \$5/\$4	\$21.00

Receipt Total: \$44.00

Amount Tendered: \$44.00

Overage: \$0.00

MFC \$44.00 17321565

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

Gretchen R. H. Vose, Esq.
Vose Law Firm LLP
324 W. Morse Blvd.
Winter Park, FL 32789

Recorded with
Manatee County Florida Clerk
Access Official Records at
www.ManateeClerk.com

For Recording Purposes Only

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this 15 day of November, 2016, ("Effective Date") by and between John Hinton and Carol Hinton (collectively "Owner") and the City of Anna Maria ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on November 19, 2015, the City enacted Ordinance 15-807, the Vacation Rental Ordinance ("Ordinance"), which limited occupancy in Vacation Rentals, as that term is defined in the Ordinance; and

WHEREAS, Owner owns the real property and improvements located at 749 Jacaranda Road, Anna Maria, Florida, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, on May 23, 2016, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the "Harris Act"), alleging that the Property had been inordinately burdened by the adoption of the Ordinance, (the "Claim"); and

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Occupancy Allowable Under Ordinance.** Owner is hereby granted a variance from the provisions of the Ordinance so that the Owner shall have the right to apply under the Ordinance for a maximum occupancy of twelve (12) persons, and the City shall grant such occupancy. This right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to decrease the number of bedrooms that existed at the date of the Claim.
3. **Development in Accordance with Code.** Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Anna Maria in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.
4. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.
5. **Duration of Agreement.** This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.
6. **Authority.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.
7. **Governing Law.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Manatee County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

Tamala Swafford

Signature of Witness # 1

Tamala Swafford

Print or type name

Christina Fagan

Signature of Witness #2

CHRISTINA FAGAN

Print or type name

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 15th day of November 2016, by John Hinton and Carol Hinton, who are personally known to me or who have produced passports as identification and who did not (did) take an oath.

OWNER:

[Signature]

John Hinton

[Signature]

Carol Hinton

Christina Fagan

Signature of Notary

CHRISTINA FAGAN

Print or type name

(NOTARY SEAL)



CITY OF ANNA MARIA

By:

[Signature]

Dan Murphy, Mayor

Date:

12.19.16

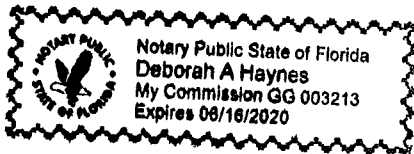
ATTEST:

LeAnne Addy
LeAnne Addy, City Clerk

Date: 12-20-16

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 20th day of December 2016, by Dan Murphy, and LeAnne Addy, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Anna Maria.



(NOTARY SEAL)

Deborah A. Haynes
Signature of Notary

Deborah A. Haynes
Print or type name

Approved as to form and legality for use and reliance
by the City of Anna Maria, Florida

Gretchen R. H. "Becky" Vose
Gretchen R. H. "Becky" Vose

Exhibit "A"

Legal Description of Property

**Lot 2, Block 17, Shore Acres Second Addition as per plat thereof recorded in Plat Book 7 Page
29, Public Records of Manatee County, Florida**



CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: January 7, 2019

TYPE OF AGENDA ITEM: **Public Hearings**

TO: Mayor and City Council

THRU: Lance Johnson, City Manager

THRU: Kyle Bauman, City Attorney

FROM:

DATE: January 2, 2019

SUBJECT: Marine Construction at 288D & 302 Harbor Boulevard

- I. I. BACKGROUND:** Authorized representative Taylor Engineering submitted two Harbor & Waterways Board applications on behalf of Claude Perry Enterprises, LLC, for marine construction at two separate locations: 288D Harbor Boulevard and 302 Harbor Boulevard. The project at 288D Harbor Boulevard proposes 15 slips (11 commercial slips and 4 transient mooring slips) and the project at 302 Harbor Boulevard proposes 25 slips (7 commercial slips; 17 public transient mooring slips; and 1 water taxi slip). These proposals are expansions of existing non-residential docks.
- II. DISCUSSION:** Section 11.05.01, Land Development Code, by its own terms, “establishes and regulates procedures and standards by which the City controls and regulates development, construction and activities within the contiguous Harbor and waterways of Destin.” The subsections to 11.05.01 contain a list of “prohibitions” and other requirements that proposed docks and other construction activities taking place in the Harbor and waterways must meet. There are a total of 26 requirements found in 11.05.01, both of the subject docks meet 25 out of the 26 requirements, and the City received no objection from adjacent landowners. However, the proposed docks arguably fail to meet Subsection (N). Subsection (N) states that, “no dock shall be constructed or modified such that slip density exceeds one slip per eight lineal feet of waterfront footage...”
- Section 11.05.09, Land Development Code, contains exceptions to the prohibitions found in 11.05.01 for properties located in the South Harbor Mixed Use zoning district. The exception pertinent to this analysis is subsection 11.05.09.B.5. This subsection states:
- Properties located in the South Harbor Mixed Use zoning district that propose development under Tier 1 or 2 development standards are exempt from the provisions prescribed in paragraphs F, G, M and N of Section 11.05.01 provided they meet all the following criteria:
1. An approved submerged land lease from FDEP is submitted.
 2. An approval from the Army Corps of Engineers stating that the length of the docks and piling will not create a risk to navigation is submitted.
 3. This provision only applies to properties with only non-residential uses and mixes uses that contain non-residential uses and short-term residential uses.

4. This provision does not apply to developments that contain long-term residential uses.
5. A minimum ten percent of the total number of the slips in the project are set aside for fare carrying boats and that another minimum ten percent of the total slips are set aside for transient boats that are open to the public (to promote non-automobile travel). "Project" as used herein shall mean the entire number of slips tied to the uplands and not the total number of slips past 200 feet from the uplands. A minimum of 50 percent of the transient slips must be reserved for non-rental users. The remainder of the total ten percent may be reserved for short-term rental users. A loading and unloading area or slip must be reserved for use by a water taxi. This area or slip must be clearly marked by signage stating that it is reserved for the water taxi.
6. For Tier 1 developments, all the requirements listed in Section 7.09.03.F.7 must be met.

Claude Perry Enterprises, LLC, ("Perry Enterprises") owns both adjacent upland properties located at 288D Harbor Boulevard and 302 Harbor Boulevard. South Harbor Mixed Use is the zoning designation for both properties. Taylor Engineering, on behalf of Perry Enterprises, submitted two non-residential dock applications to the Harbor and Waterways Board (the "H&W Board"). The H&W Board considered and unanimously voted to approve both at their November meeting. Both proposed docks have also been approved by all required authorities besides the City, including FDEP and the Army Corp of Engineers.

At the 288D Harbor Boulevard Property (the "288D Property"), Perry Enterprises proposes to expand its existing docking facility from 9 total slips (5 commercial, 3 public transient mooring, 1 parasail mooring) plus one jetski dock to 15 total slips (10 commercial, 4 public transient mooring, and 1 parasail mooring) plus one jetski dock. Essentially, then, Perry Enterprises proposes adding 5 additional commercial slips and 1 additional transient mooring slip to the 288D Property.

At the adjacent 302 Harbor Boulevard Property (the "302 Property"), Perry Enterprises proposes to expand its existing docking facility from 12 total slips (7 commercial, 5 public transient mooring) to 25 total slips (7 commercial, 17 public transient mooring, and 1 water taxi). Essentially, then, Perry Enterprises proposes adding 0 additional commercial slips, 12 additional public transient mooring slips, and 1 water taxi slip to the 302 Property.

Between both properties, Perry Enterprises proposes to add 5 additional commercial slips, 13 additional public transient mooring slips, and 1 water taxi slip to its existing non-residential docks.

The 288D Property consists of 110 linear feet of waterfront. The 302 Property consists of 150 linear feet of waterfront. Section 11.05.01(N), allows 1 slip per 8 linear feet. This calculation allows for 13.75 slips at the 288D Property and 18.75 slips at the 302 Property. Both proposed docks exceed this allotment, at 15 proposed slips and 25 proposed slips, respectively. However, both proposed docks substantially comply with the exception to Section 11.05.01(N), found in Section 11.05.09(b)(5).

Subsection (1) is satisfied for both properties since Perry Enterprises submitted FDEP approvals with their applications. Subsection (2) is satisfied in the Army Corp approvals Perry Enterprises submitted with both applications. Subsection (3) is satisfied because both properties are non-residential. Subsection (4) is satisfied because no long term residential use is associated with either property. Subsection (6) is inapplicable.

This leaves only Subsection (5), which is slightly more complicated and must be broken down into three parts. The first part of Subsection (5) requires that a minimum of 10% of the total slips be set aside for public transient mooring. This requirement is intended to benefit the

public and both properties far exceed this requirement. 26.66% of the 288D Property is set aside for public transient mooring. 68% of the 302 Property is set aside for public transient mooring. Between the docks at both properties, 21 out of 40 total slips are available for public transient mooring (52.5%). This represents a nearly 10% increase from the existing 9 out of 21 total slips which are available for public transient mooring (42.86%). Therefore, the first, public interest based requirement is overwhelmingly satisfied.

The second requirement found in Subsection (5) is somewhat ambiguous—it requires that 10% of total slips be set aside for “fare carrying boats.” Although “fare carrying *boats*” is not a defined term in the code, the 2017 Comprehensive Plan’s glossary defines “fare carrying *vessels*” as “[v]essels used for the following activities that are available to the public for hire: party fishing boats, sightseeing (e.g., dolphin, sunset, dinner cruises, etc.), sailing, parasailing and diving/snorkeling. Fare Carrying Vessels shall not include Personal Watercraft or Rental Watercraft which are separately defined.” The most reasonable interpretation of the LDC would apply the Comprehensive Plan’s definition of “fare carrying vessel” to Subsection (5)’s use of the term “fare carrying boat.” It is clearly a broad term and includes most types of commercial boating vessels. It is unclear whether traditional pontoon rental boats are included as “fare carrying vessels” under this definition, although the generally accepted dictionary definition would not include rental pontoon boats as fare carrying vessels.

When this definition is applied to the 288D Property, the proposed dock contains at least 1 slip set aside for fare carrying boats (the parasail mooring slip). This amounts to 6.66% of the total slips, slightly below the 10% threshold. When the definition is applied to the 302 Property, the proposed dock contains at least 1 slip set aside for fare carrying boats. This amounts to 4% of the total slips, below the 10% threshold. In total between the two properties, at least 2 of the 40 proposed slips are set aside for fare carrying boats (5%). To reach the minimum requirements, if considered separately, 2 total slips would need to be set aside at the 288D Property and 3 total slips would need to be set aside at the 302 Property to reach the threshold described in Subsection (5).

Perry Enterprises could accomplish this by shifting slips from the “public transient mooring” designation to the “fare carrying vessel” designation, however, this would result in a decreased benefit to the general public and would allow Perry Enterprises to rent out 3 additional slips for profit.

The third requirement found in Subsection (5) requires that at least one slip or area be set aside for a water taxi. The 302 Property contains a slip set aside for a water taxi. The 288D Property does not contain a slip set aside for a water taxi and it is unclear whether there is an area set aside for a water taxi. The dock located on the 288D Property, is, however, less than 100 feet away from the 302 Property’s dock and the two docks are connected by a boardwalk. This set up is arguably compliant with Subsection (5). Nevertheless, to ensure compliance, Perry Enterprises could alter its proposed dock at the 288D Property by removing a “public transient mooring” slip and designating that slip as the “water taxi” slip. Again, however, this would decrease the public’s benefit by taking away a much needed “public transient mooring” slip.

In sum, strict application of the second and third requirements of Subsection (5) to these facts result in an abnormal outcome where the public’s interest is compromised in favor of the property owner’s commercial interests. This outcome is highly abnormal and unusual since one of the primary public benefits and purposes of the Land Development Code is ensuring that the public benefits from future development. Because the interests of the public do not necessarily align with a strict application of the Land Development Code when applied to these facts, the City Council may choose to balance the public interest against the owner’s commercial interest. Given that Perry Enterprises is voluntarily forfeiting some of its commercial interests in favor of the public in these instances, the City Council could choose to exercise the discretion afforded to it

under its police powers to approve the dock applications. Alternatively, the City Council could opt to ensure strict adherence to the Land Development Code and require Perry Enterprises to redesignate some of its “public transient mooring” slips in a manner which ensures financial gain for Perry Enterprises to the detriment of the public.

A. Link to Strategic Goals /Objectives:

- I. Enhance Quality of Life**
- II. Improve Public Use of Beach, Waterways and Harbor**
- III. Enhance and Preserve Heritage and Environment**

B. Effect on Budget (EOB): There is no staff requirement for this project.

C. Level of Service (LOS): The City of Destin shall not incur any expense or revenue as a result of this project.

III. CONCLUSION: The applications have been reviewed and approved by the Florida Department of Environmental Protection (FDEP), the U.S. Army Corps of Engineers, City staff, and the City of Destin Harbor and Waterways Board. City staff reviewed the application and determined that the plans comply with City Codes and regulations. At the November 26, 2018, Destin Harbor and Waterways Board meeting, the Board unanimously recommended the City Council approve the application. Although the docks adhere to the vast majority of the Land Development Code’s requirements, both docks only arguably comply with the Section 11.05.01(N). However, since strict of application of the Code to these facts results in a detriment to the public, the City Council is within its discretion to loosely apply the Code in a manner which maximizes benefit to the public.

IV. RECOMMENDED MOTION: Move to approve the applications for marine construction at 288D Harbor Boulevard and 302 Harbor Boulevard by exercising the City’s police powers in a manner which maximizes the public’s benefit.

Attachments:

**288 D Harbor Boulevard Harbor Board
Application
302 Harbor Boulevard Harbor Board
Application**



City of Destin

Community Development Department

Planning & Zoning Division

City of Destin Annex

4100 Indian Bayou Trail

Destin, Florida 32541

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

planning@cityofdestin.com

APPLICATION for HARBOR BOARD

Harbor Board meets the 4th Monday, all applications must be submitted at least 2 weeks prior.

Description of work: PERRY DOCKIING FACILITY - 302 HARBOR BLVD

1. APPLICANT INFORMATION:

Name: CLAUDE F. PERRY SR.

Mailing Address: 732 HARBOR BLVD DESTIN FL, 32541

Phone: (850)865-1063

Fax: (850) 837-3691

Email: KMERGLER@GMAIL.COM

2. PROPERTY TO BE REVIEWED:

Street Address: 288D HARBOR BLVD DESTIN, FL 32541

Parcel ID #: 00-2S-22-0630-0000-07E2

3. FEE: \$40.00 Residential
 \$80.00 Commercial

Cash, Check, MasterCard or Visa

Marine Applications, Fees & Letters per FY2017 Schedule of Fees,
adopted 02/21/17, effective 02/22/17.

Must be paid when submitting application.

4. ADDITIONAL DOCUMENTATION REQUIRED:

- a. Complete detailed drawings and site plan.
- b. Adjacent property owner mailing information.

State and Federal permits required prior to submission for Harbor Board approval.

APPLICANT'S SIGNATURE: _____

DATE: 9/13/18



Florida Department of Environmental Protection

Northwest District Office
160 W. Government Street, Suite 308
Pensacola, Florida 32502-5740

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

Permittee/Authorized Entity:

Claude Perry Enterprises, LLC
c/o Kimberly Mergler
732 Harbor Blvd
Destin, Florida 32541, Okaloosa County
kmergler@gmail.com

Perry Docking Facility – 240 Harbor Blvd

Authorized Agent:

Duncan Greer
4300 Legendary Drive
Destin, Florida 32541
dgreer@taylorengeering.com

RECEIVED

SEP 13 2018

**Community
Development**

Environmental Resource Permit

**State-owned Submerged Lands Authorization – Granted Pending Document
Execution**

**U.S. Army Corps of Engineers Authorization – Separate Corps Authorization
Required**

Okaloosa County
Permit No.: 0359600-001-EI/46
Lease File No.: 461409691

Permit Issuance Date: May 9, 2018
Permit Construction Phase Expiration Date: May 8, 2023

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittee/Grantee: Claude Perry Enterprises, LLC

Permit No: 0359600-001-EI/46

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at 240 Harbor Boulevard, Destin, Florida 32541, Parcel ID 00-2S-22-0630-0000-07E2 in Section 00, Township 02 South, Range 22 West in Okaloosa County, at 30°23'33.76" North Latitude, 86°30'19.86" West Longitude.

PROJECT DESCRIPTION

The permittee is authorized to reconfigure an existing marina into a 16-slip commercial marina. The project includes construction of a 29 foot by 20 foot marginal deck, a 20 foot by 10 foot deck, a 150 foot by 6 foot access pier, and a 47 foot by 6 foot terminal platform. The project is located within Destin Harbor, a Class III Florida Waterbody, Prohibited Shellfish Harvesting Area. Those activities include the preemption of 13,147 square feet of state-owned sovereignty submerged lands. Authorized activities are depicted on the attached exhibits.

AUTHORIZATIONS

Perry Docking Facility – 240 Harbor Blvd

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the appropriate form of proprietary authorization is a lease. Based on the information submitted, we have begun processing your application to modify your sovereign submerged lands lease (461409691). Please contact Wade Dandridge for additional information.

The final documents required to execute the lease modification will be sent to the grantee by the Department's Division of State Lands for execution. The Department intends to issue the lease, upon satisfactory execution of those documents, including payment of required fees and compliance with the conditions in the attached permit. **You may not begin construction of the activities described until you receive a copy of the executed lease from the Department.**

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the U.S. Army Corps of Engineers (Corps). You

must apply separately to the Corps using the federal application form (ENG 4345). More information about Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.**

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

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida’s Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT / SOVEREIGNTY SUBMERGED LANDS CONDITIONS

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS – PRIOR TO ANY CONSTRUCTION

1. If the approved permit drawings and/or narrative conflict with the specific conditions, then the specific conditions shall prevail.
2. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed around the active construction areas of the site. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not exceed 29 NTU's above background levels. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.
3. The following measures shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTU's above background:
 - a. Immediately cease all work contributing to the water quality violation.
 - b. Modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices.
 - c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794, in writing or by telephone at (850)595-8300 within 24 hours of the time the violation is first detected.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

4. This permit does not authorize any modification, enhancement or reconstruction of the non-water dependent structures at the facility.
5. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters/waters of the state.
6. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.
7. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.
8. All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring and prop dredging.
9. This permit does not authorize the construction of any additional structures not illustrated on the permit drawings. Examples of additional structures include but are not limited to walkways, awnings, enclosed sides and covers over slip areas, finger piers, step-down stairs, storage closets and decking.

10. The permittee shall install and maintain reflective markers and lighted aids to navigation at the end of the pier. The reflective markers and lighted aids to navigation shall be maintained for the life of the facility.

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

11. Overboard discharges of trash, human or animal waste, or fuel shall not occur at the dock.

12. There shall be a minimum 12-inch clearance between the deepest draft of the vessel (with the motor in the down position) and the bottom of the waterbody at mean low water so as to preclude bottom scouring or prop dredging.

SPECIFIC CONDITIONS – ADMINISTRATIVE/EMERGENCIES

13. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.

14. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.

15. The mailing address for submittal of forms for the “Construction Commencement Notice”, “As-Built Certification ...”, “Request for Conversion of Stormwater Management Permit Construction Phase to Operation and Maintenance Phase”, or other correspondence is FDEP, SLERP, 160 West Government Street, Pensacola, Florida, 32502.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual* (Florida Department of Environmental Protection, Nonpoint Source

Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;

- c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
- d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:

- a. Immediately if any previously submitted information is discovered to be inaccurate; and
- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S. before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the

applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S. or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Wade Dandridge at the letterhead address, at 850-595-0655, or at Wade.Dandridge@dep.state.fl.us

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Emile D. Hamilton
Director of District Management

EDH:wd

Attachment:

Project Drawings and Design Specs., 9 pages

Copies of 62-330 forms may be obtained at:

<http://www.dep.state.fl.us/water/wetlands/erp/forms.htm>

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Kathy Griffin, DEP Division of State Lands, Kathy.Griffin@dep.state.fl.us
Okaloosa County, mmartinez@co.okaloosa.fl.us, jautrey@co.okaloosa.fl.us,
sbitterman@co.okaloosa.fl.us, propertyappraiser@okaloosapa.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

May 9, 2018

Date

GENERAL NOTES:

1. DRAWING REFERENCES THE FLORIDA STATE PLANE NORTH, NORTH AMERICAN DATUM OF 1983 (NAD83).
2. ALL ELEVATIONS REFERENCE THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD88). ELEVATIONS IN FEET UNLESS NOTED OTHERWISE.
3. AERIAL IMAGERY OBTAINED FROM FLORIDA DEPARTMENT OF TRANSPORTATION (2016), UNLESS NOTED OTHERWISE. AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY. NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THESE MAPS.
4. FEDERAL NAVIGATION CHANNEL LIMITS OBTAINED FROM THE U.S. ARMY CORPS OF ENGINEERS MOBILE DISTRICT.
5. PARCEL BOUNDARIES, EXISTING SUBMERGED LAND LEASE BOUNDARY, AND MEAN HIGH WATER ELEVATION ARE APPROXIMATE, AND OBTAINED FROM "A PARCEL OF LAND LOCATED IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA" BY TAYLOR COAST ASSOCIATES, INC., DATED 08-11-14, PROJECT 14-194.
6. HYDROGRAPHIC CONTOURS OBTAINED BY TAYLOR ENGINEERING, INC., DATED OCTOBER 2017.
7. DRAWING REFERENCES EXISTING BOARD OF TRUSTEES SOVEREIGN SUBMERGED LAND LEASE # 461409691.
8. CONSTRUCTION SHALL NOT VIOLATE STATE WATER QUALITY STANDARDS.
9. NO LIVE-A-BOARDS ARE PROPOSED.
10. NO NEW FUELING FACILITIES OR SEWAGE PUMP-OUTS ARE PROPOSED AT THIS FACILITY.
11. MATERIALS ARE SUBJECT TO CHANGE. PILE EMBEDMENT, DIMENSIONS, AND SPACING WILL BE DETERMINED DURING FINAL DESIGN.
12. THE LOCATION OF TURBIDITY CURTAINS SHOWN ON THESE DRAWINGS FOR INFORMATIONAL PURPOSES ONLY. TURBIDITY CURTAINS SHALL BE LOCATED AND REPOSITIONED BY THE CONTRACTOR USING BEST MANAGEMENT PRACTICES TO ASSURE WATER QUALITY STANDARDS ARE MAINTAINED THROUGHOUT CONSTRUCTION.
13. DOCK PILINGS WILL BE WRAPPED TREATED TIMBER OR OTHERWISE MADE FROM NON-LEACHING MATERIALS.

PROPOSED DOCK PLAN:

1. PERMANENT SLIPS (INCLUDING JETSKI SLIP):
 - 1.1. EXISTING: 7
 - 1.2. PROPOSED INCREASE FROM EXISTING : 5
 - 1.3. TOTAL PROPOSED PERMANENT SLIPS: 12
2. TRANSIENT MOORING SLIPS
 - 2.1. EXISTING: 3
 - 2.2. PROPOSED INCREASE FROM EXISTING: 1
 - 2.3. TOTAL PROPOSED TRANSIENT MOORING SLIPS: 4
3. FIXED TIMBER DOCK AREA
 - 3.1. EXISTING: 2,539 S.F.
 - 3.2. TO BE DEMOLISHED: 906 S.F.
 - 3.3. PROPOSED INCREASE FROM EXISTING: 1,108 S.F.
 - 3.4. TOTAL PROPOSED FIXED TIMBER DOCK AREA: 3,647 S.F.
4. SOVEREIGN SUBMERGED LAND LEASE AREA (LEASE # 461409691)
 - 4.1. EXISTING: 13,339 S.F. (0.31 ACRES)
 - 4.2. PROPOSED INCREASE FROM EXISTING: 1,073 S.F. (0.02 ACRES)
 - 4.3. TOTAL PROPOSED SOVEREIGN SUBMERGED LAND LEASE AREA: 14,412 S.F. (0.33 ACRES)

TIDAL DATUM REFERENCE:

MHHW ——— 0.73'
MHW ——— 0.72'

MSL ——— 0.40'

MLW ——— 0.13'
MLLW ——— 0.12'
NAVD 88 ——— 0.00'



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2

GENERAL NOTES
PERRY DOCKING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	2 of 9	JAN 2018

SEAL

DUNCAN GREER, P.E. #83306

DATE

PARCEL ID: 00-2S-22-0630-0000-07E2

EXISTING FLOATING
JETSKI DOCK TO BE
REMOVED

EXISTING
BOARDWALK (TYP)



EXISTING CONCRETE
BOAT RAMP

EXISTING SEAWALL

EXISTING PARASAIL MOORING SLIP

EXISTING FUEL PUMP

EXISTING FIXED TIMBER DOCK (TYP)

EXISTING FIXED TIMBER DOCK
AND PILINGS TO BE DEMOLISHED

EXISTING TRANSIENT MOORING SLIPS

EXISTING CONCRETE PIER

EXISTING COMMERCIAL SLIPS

EXISTING SOVEREIGN SUBMERGED
LAND LEASE BOUNDARY
(LEASE #461409691)
(0.31 ACRES)

DESTIN HARBOR

25-FT RIPARIAN OFFSET
RIPARIAN RIGHTS LINE

RIPARIAN RIGHTS LINE

FEDERAL NAVIGATION CHANNEL LIMITS

FEDERAL NAVIGATION CHANNEL CENTERLINE



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3

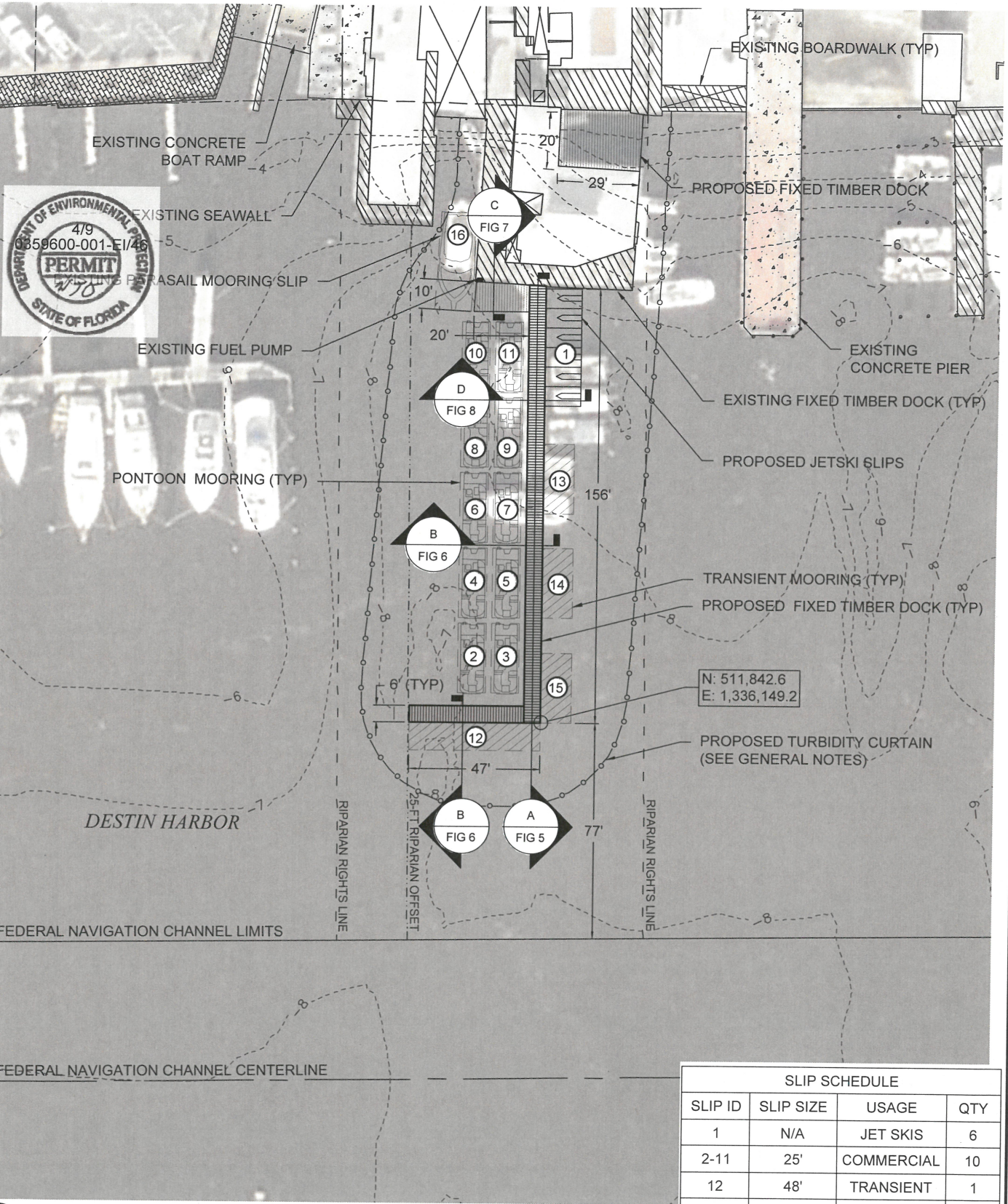
**EXISTING CONDITIONS
PERRY DOCKING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA**

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	3 of 9	JAN 2018

SEAL

DUNCAN GREER, P.E. #83306

DATE



SLIP SCHEDULE			
SLIP ID	SLIP SIZE	USAGE	QTY
1	N/A	JET SKIS	6
2-11	25'	COMMERCIAL	10
12	48'	TRANSIENT	1
13-15	25'	TRANSIENT	3
16	35'	COMMERCIAL	1



0 50' 100'

SCALE: 1" = 50'



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 4
PROPOSED SITE PLAN
PERRY DOCKING FACILITY - 288D HARBOR BLVD
(PREVIOUSLY 240 HARBOR BLVD)
DESTIN, FLORIDA

PROJECT: C2017-055 DRAWN BY: CAS/NP SHEET: 4 of 9 DATE: JAN 2018

SEAL

DUNCAN GREER, P.E. #83306

DATE

DEPARTMENT OF THE ARMY PERMIT

Permittee: Claude Perry
732 Harbor Blvd
Destin, Florida 32541

Permit No: SAJ-2018-01187 (SP-MDZ)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To expand an existing commercial marina. The existing marina accommodates a total of (10) ten slips. The marina expansion will increase the number of slips by (11) eleven, for a total of (21) twenty-one slips, inclusive of slips to accommodate six personal watercraft ("jetski slips"). The proposed work involves the removal of 906 square-foot timber pier and the construction of a new 1382 square-foot L-shaped timber pier in the same location. Additionally, a 580 square-foot over-water platform will be constructed adjacent to the seawall.

The work described above is to be completed in accordance with the 8 (eight) pages of drawings (Attachment 1) and 5 additional attachments affixed at the end of this permit instrument.

Project Location: The project would affect waters of the United States associated with Destin Harbor. The project site is located at Tax Parcel ID: 00-2S-22-0630-0000-07E2, at 288D Harbor Blvd, in Section 00, Township 02 South, Range 22 West, Destin, Okaloosa County, Florida.

Directions to site: Travelling from Fort Walton Beach, travel east on US-98 E/ Miracle Strip Pkwy SE. Continue on US-98 E/ Harbor Blvd. The marina is located on the right at 288D Harbor Blvd.

Approximate Central Coordinates: Latitude 30.39262°
Longitude -86.50559°

PERMIT CONDITIONS

General Conditions:

1. The time limit for completing the work authorized ends on **July 30, 2023**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided, and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions. (Attachment 2)
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address:

PERMIT NUMBER: SAJ-2018-01187

PERMITTEE: Claude Perry – 288D Harbor Blvd Docking Facility

PAGE 3 of 9

- a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 41 North Jefferson Street, Suite 301, Pensacola, Florida, 32502-5794.
 - b. For electronic mail SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB).
 - c. The Permittee shall reference this permit number, SAJ-2018-01187 (SP-MDZ), on all submittals.
2. **Commencement Notification:** Within 10 days from the date of initiating the authorized work, the Permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit.
3. **Self-Certification:** Within 60 days of completion of the authorized work or at the expiration of the construction authorization of this permit, whichever occurs first, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form (Attachment 3) and submit to the Corps. In the event that the completed work deviates, in any manner, from the authorized work, the Permittee shall describe, on the Self-Certification Form, the deviations between the work authorized by the permit and the work as constructed. Please note that the description of any deviations on the Self-Certification Form does not constitute approval of any deviations by the Corps.
4. **Regulatory Agency Changes:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Pensacola Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.
5. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
6. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.
7. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this

permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.

8. **Manatee Conditions:** The Permittee shall comply with the attached “Standard Manatee Conditions for In-Water Work – 2011”.
9. **Sea Turtle and Smalltooth Sawfish Conditions:** The Permittee shall comply with the attached National Marine Fisheries Service’s “Sea Turtle and Smalltooth Sawfish Construction Conditions” dated March 23, 2006, which also applies to Gulf and shortnose sturgeon.
10. **Project Design Criteria (PDCs) for In-Water Activities:** The Permittee shall comply with National Marine Fisheries Service’s “PDCs for In-Water Activities” dated November 20, 2017 provided as an attachment to this permit.
11. **Daylight Hours:** All activities must be completed during daylight hours.
12. **Cultural Resources/Historic Properties:**
 - a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.
 - b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.
 - c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5).

Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

- d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
 - (X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
 - () Section 404 of the Clean Water Act (33 U.S.C. 1344).
 - () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
2. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other

permitted or unpermitted activities or from natural causes.

- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

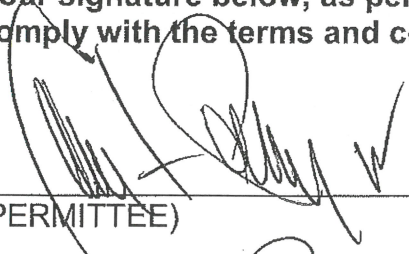
6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

PERMIT NUMBER: SAJ-2018-01187

PERMITTEE: Claude Perry – 288D Harbor Blvd Docking Facility

PAGE 7 of 9

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.


(PERMITTEE)

8/22/18
(DATE)

Claude PERRY
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

for Shayne Hayes
(DISTRICT ENGINEER)

Jason A. Kirk,
Colonel, U.S. Army
District Commander

27 Aug 2018
(DATE)

PERMIT NUMBER: SAJ-2018-01187
PERMITTEE: Claude Perry – 288D Harbor Blvd Docking Facility
PAGE 8 of 9

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. **To validate the *transfer* of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.**

(TRANSFeree-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2018-01187
PERMITTEE: Claude Perry – 288D Harbor Blvd Docking Facility
PAGE 9 of 9

***Attachments to Department of the Army
Permit Number SAJ-2018-01187***

1. PERMIT DRAWINGS: Dated July 30, 2018 (8 pages)
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit. (19 pages)
3. SELF-CERTIFICATION FORM: (1 page)
4. STANDARD MANATEE CONDITIONS: *Standard Manatee Conditions for In-Water Work – 2013* (1 page)
5. SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS: *Sea Turtle and Smalltooth Sawfish Construction Conditions, revised March 23, 2006* (which apply to Gulf sturgeon) (1 page)
6. JAXBO PDCs FOR IN-WATER ACTIVITIES: *PDCs for In-Water Activities dated November 20, 2017* (3 pages)

**MINUTES
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL 5:00 P.M. – NOVEMBER 26, 2018**

1. CALL TO ORDER:

Chairman Trammell called the Destin Harbor and Waterways Board meeting to order at approximately 5:00 p.m. on Monday, November 26, 2018 at Destin City Hall.

2. ROLL CALL:

Member Present:

Matt Trammell
Casey Jones
Guy Tadlock
Richard Hoey
Mark Meyer
Jim Green
Bill McKissick

Staff:

Kim Montgomery, Deputy City Clerk
Dawn McDonald, Planner
Kyle Bauman, City Attorney Associate

3. APPROVAL OF MINUTES:

➤ **October 29, 2018**

Board member Tadlock motioned to approval of the October 29th as written with Board member Jones providing the second; the motion passes with a 7-0 vote.

4. PUBLIC COMMENT:

The Chairman asked the audience for any public comment. No one came forward to speak.

5. OLD BUSINESS:

➤ **821 Cross Street – Stan Shipp, owner – Richard Shermann, Authorized Representative**

Ms. McDonald informed the members that this is an after-the-fact permit approval process and added that the applicant is not present because staff is requesting that this be continued to the next meeting. She also informed the board that there are citizens present that would like to make comment on this request.

Mr. Mike Buckingham – 510 Calhoun Avenue asked the members to extend this request for an additional 30-days as he has not had enough time to review the applicants project.

Mr. Rick Moore – 425 Calhoun Avenue stated that he is concerned about the boat ramp part of the request and asked about the notification process in regards to neighboring homes in the general vicinity of the property. According to Ms. McDonald; staff is only required to notify the adjacent property owners on either side of the property.

The Chairman spoke of being concerned regarding compliance issues associated with this address and asked if staff would be prepared to address those concerns if it's brought back in January. According

to the City Attorney, there will be an investigation to ensure that the property is in compliance with the Codes and he feels that bringing back to the January meeting is necessary to gather all the facts.

On a motion by Board member Hoey, seconded by Board member Myer; the members voted 6-0 to table hearing the request at 821 Cross Street/Stam Shipp until such time that they can determine specifics on this particular case.

6. NEW BUSINESS:

- A. 288D Harbor Blvd., Claude Perry Enterprises, LLC. Property Owner; Duncan Greer, Taylor Engineering, Authorized Agent. The request, located at 288D Harbor Blvd. by Claude Perry Enterprises, LLC. to reconfigure the existing marina from 10 slips to 16 slips; which includes the construction of one (1) 29' x 20' marginal dock, one (1) 20' x 10' dock, one (1) 150' X 6' access pier; and (1) 47' X 6' terminal platform. The existing fixed timber dock area is 2,539 sq. ft., with 906 sq. ft. to be demolished and 1,108 sq. ft. of new fixed timber dock area to be constructed on the site. Total project footprint is proposed at ±3,647 square feet**

Ms. McDonald explained to the members that this request is a commercial proposal to reconfigure an existing marina on Destin Harbor and briefly provided the details of the construction and that it meets the requirements of 11.05.09 (B) of the Marina Siting Code.

Chairman Trammell clarified for the members of the Board that the applicant qualifies for the exemptions that are in the Code since he meets the required criteria by providing a water taxi slip, slips for fare carrying vessels, as well as providing public access slips. He pointed out that his project also meets the minimum 200-feet off shore of the existing bulkhead and mean high waterline, and the offset of the navigational channel requirements.

The City Attorney informed the members that this request is Quasi-Judicial in nature and asked the Deputy to swear in all witnesses that will be providing testimony if necessary.

The following people were sworn in to provide testimony:

Mr. Duncan Greer – Taylor Engineering and Authorized Agent

Mr. Greer pointed out that the primary focus for both properties is the public benefit that the public slips will provide for temporary or transient public mooring. He explained in regards to the percentages of benefits; in the code, there is a minimum of 10% public-fare carrying which would be three slips and Mr. Perry is providing seven; a minimum 10% is transient and 50% of those are public; as well as the requirement for a water taxi. He explained further that they have an existing parasail slip and an addition of one transient public mooring slip and a total addition of at least five (5) commercial slips for rentals; which adds up to a total of 25% transient/public slips which are 100% public and that any of those slips at any time can be used for water taxis.

The Chairman asked Mr. Greer to explain how the State defines transient slips. According to Mr. Greer, the state defines transient slips as a place where mooring can occur for a temporary period and specifically not overnight or permanent mooring.

The Chairman mentioned that in order for Mr. Perry to meet the Code, he would have to rent a slip to another parasail type business. However, he is proposing to have three (3) additional public slips. And asked the Board if they would like to recommend that he go with what they're proposing to give more benefit to the public or stick with the Code. Reminding that Mr. Perry would need to have two parasail boats in two of the slips.

The City Attorney advised they should let the City Council know their thoughts on whether they want public fare carrying vessel slips to be included or not. Also, he would make sure Council is aware of their wishes since this request has to be conducted as another QJ at their level.

The Chairman asked Ms. McDonald is it staff's opinion that the request meets the requirements of the Code. There was a lengthy discussion regarding the requirements of fare carrying vessels and the requirements of the State and the city. Mr. Greer pointed out that they meet all of the regulatory requirements of the permits issued by State. Ms. McDonald stated that the Code is confusing at best and referred to the City Attorney for guidance.

The City Attorney, explained the #5 exception talks about a minimum of 10% of slips set aside for fare carrying boats, which can be a number of things i.e. a water taxi, a parasail boat, or a charter boat. However, at the end of the paragraph, it states, "A loading and unloading area or slip must be reserved by use of a water taxi and this area of the slip must be clearly marked by a sign saying it is reserved for a water taxi. Pointing out that makes it seem as if you also need a slip for water taxi but that could be included in fare carrying vessel requirement.

Mr. Greer informed the members that they will have "Water Taxi Pickup" or "Loading Area" signage within the four designated transient slips.

Board member Jones asked if there would be a pump out station provided for the public. According to Mr. Greer, because of the size of the vessels for these types of slips; which are 25-foot vessels; a pump out is not necessarily needed and not their intention at this time. The Chairman clarified that restroom facilities are available upland.

Motion by Board member Green, seconded by Board member Tadlock; the Board voted 6-0 to recommend City Council approve the request at 288D Harbor Blvd. by Claude Perry Enterprises, LLC. to reconfigure the existing marina from 10 slips to 16 slips; which includes the construction of one (1) 29' x 20' marginal dock, one (1) 20' x 10' dock, one (1) 150' X 6' access pier; and (1) 47' X 6' terminal platform. The existing fixed timber dock area is 2,539 sq. ft., with 906 sq. ft. to be demolished and 1,108 sq. ft. of new fixed timber dock area to be constructed on the site. Total project footprint is proposed at ±3,647 square feet. Chairman Trammell recused himself from voting.

- B. 302 Harbor Blvd., Claude Perry Enterprises, LLC. Property Owner; Duncan Greer, Taylor Engineering, Authorized Agent to improve public slips available in the harbor by reconfiguring the existing marina in Destin Harbor from 12 slips to 25 slips. The project includes construction of (1) 1,302-sq.-ft., L-shaped pier (147') with (4) four finger piers; (1) 942-sq.-ft. T-shaped pier (129'); and (1) 915-sq.ft. board walk surrounding an existing concrete pier. Total project footprint is proposed at ±6,059 square feet.**

The City Attorney informed the members that this request is also Quasi-Judicial in nature.

Ms. McDonald explained the request and stated the following have been obtained

- Submerged land lease is in place
- Approval from the ACOE – stating the length of the dock and pilings will not create a risk to navigation
- Only applies to properties with non-residential uses or commercial uses
- The length of the requested dock meets the code
- The riparian set back of 25-feet has been met

- No objection from adjacent property owners have been expressed

Mr. Greer explained that the same conditions exist as on the previous property. He explained that this property has a zero net increase on the existing commercial slips and is all additional public slips are transient and there is one specifically called out for a water taxi slip. He explained in the breakdown, 70% of the slips in this request are transient/public slips. He also explained that there is a slip on the far eastern side, number 25 that is specifically for fare carrying vessel

Board member Jones asked if there would be a pump out station provided for the public for this request. According to Mr. Greer, the same answer for this request applies because of the size of the vessels for these types of slips; which are 25-foot vessel; a pump out is not necessarily needed and not the intention at this time. The Chairman clarified that restroom facilities are available upland. Board member Jones then asked if the applicant plans to fill the slips with pontoon boats. According to Mr. Perry, they have the exact number of pontoon boats now as they did 5-years ago and do not intend to change that number.

Board member Meyers asked Mr. Perry who is in slip #25. According to Mr. Perry, the lease holder is the Tiki. Mr. Perry also pointed out that the water taxi's never tie up in the slips. All they do is come in, drop the people off; pick people up and leave again.

Both the Chairman and Board member Jones thanked Mr. Perry for his project exclaiming it will be a huge benefit to the harbor

Motion by Board member Green, seconded by Board member Tadlock; the Board voted 6-0 to recommend City Council approve the request as designed to improve public slips available in the harbor by reconfiguring the existing marina in Destin Harbor from 12 slips to 25 slips. The project includes construction of (1) 1,302-sq.-ft., L-shaped pier (147') with (4) four finger piers; (1) 942-sq.-ft. T-shaped pier (129'); and (1) 915-sq.ft. board walk surrounding an existing concrete pier. Total project footprint is proposed at ±6,059 square feet. Chairman Trammell recused himself from voting due to the conflict that his company he works for was the engineering firm for the project.

7. Discussion/Board member Reports:

➤ Harbor Master and/or Assistant

According to Ms. McDonald, this was a late item added to the agenda by request of Board member Meyer.

According to Mr. Meyer, he feels this is important and a need for the harbor. He suggested having a volunteer Harbor Master. That way there wouldn't be struggle to burden the city with an additional paid position. He also suggested that this board could help oversee the position and asked the City Attorney if that could be a possibility. He spoke of needing an older person with the experience and possibly someone younger to do all the leg work; and suggested having the people willing to volunteer to come before this board first for an informal interview process before going forward.

In discussions, Board member Hoey asked what kind of work he expected them to do. According to Board member Myers, it would be anything that is needed in the Harbor outside or Law Enforcement. He spoke of having someone who is down there during the day that can help keep an eye on everything and report to the city any issues that need to be taken care of that could potentially go on for some time, if not reported.

The Chairman spoke of Ms. McDonald's suggestion of having a volunteer to go out and take water samples in areas of the harbor as well as possibly someone from Code Enforcement that would be able to go to the different projects that are being built on the harbor to inspect them to ensure that they are being built to the specifications of the permit that was issued. He spoke of how a few months back, he presented issues of concern to Council that this Board feels needs to be addressed. He also reminded them that they are required to make their yearly report to Council in March and how that report allows Council time to work into the budget anything that they want to fund. Pointing out that they can't just go to Council and ask them to hire a Harbor Master but they can work on a job description for one.

Board member Hoey spoke of how he feels that the NPEB funds should be dedicated to hiring someone that can focus on water quality issues, Code Enforcement issues, pump-outs, derelict vessels issues, etc. in the harbor.

➤ **Harbor Pump Operation**

Ms. McDonald explained that she spoke with Mr. Pietenpol, the Interim Public Services Director and he informed her that currently the pump is not in operation at this time. The Chairman asked Board member Tadlock to keep in touch with Mr. Pietenpol about the pump not being in operation and mentioned how the last time it was off for an extended period of time and it didn't turn back on when they needed it to. He feels that it should be turned on at least once a month to ensure that it doesn't seize up.

Board member Tadlock spoke of how the last city engineer was investigating options for the pump such as gearing it down to not pump out so much volumes of water but allowing it to run for longer periods of time.

The members discussed the importance of keeping the harbor water healthy especially in the eastern end near Sandpiper Cove as well as options to keep the pump properly maintained so that it will stay running smoothly and reducing cavitation; which causes damage to the pump. The chairman pointed out that if the harbor could ever get dredged and have 40-50k yards of sand removed, it would allow for about 5% more flushing capacity on a daily basis in the harbor.

➤ **Board member Comments/Concerns**

- Board member Green spoke of how he appreciates being welcomed to the Board and looks forward to helping out in the future.
- Board member Tadlock asked if they might have a chance to look at the Marina Siting Code to provide some insight into it. According to the City Attorney he will speak with the Land Use Attorney and most likely will be brought before them next year.
- Board member McKissick thanked the opportunity to serve on the Board as well and spoke of how Mr. Perry's project will open up a lot of opportunities for people to be able to get to the restaurants by boat.
- The Chairman asked Ms. McDonald to email them all the presentation he presented to Council that he spoke of earlier as well as asked the members to think about harbor problems and solutions to discuss prior to the March timeline. He also mentioned setting the next meeting date.

Motion by Board member Green, seconded by Board member Jones, the member voted 7-0 to set the next meeting date to January 28, 2019.

With there being no further discussion, the meeting adjourned at 6:05 p.m.

Adopted and approved this _____ day of _____ 2018.

Matt Trammell, Chairman

Kim Montgomery, Deputy City Clerk

DRAFT



CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: January 7, 2019

TYPE OF AGENDA ITEM: **Public Hearings**

TO: Mayor and City Council

THRU: Lance Johnson, City Manager

THRU: Kyle Bauman, City Attorney

FROM:

DATE: January 2, 2019

SUBJECT: Marine Construction at 288D & 302 Harbor Boulevard

- I. I. BACKGROUND:** Authorized representative Taylor Engineering submitted two Harbor & Waterways Board applications on behalf of Claude Perry Enterprises, LLC, for marine construction at two separate locations: 288D Harbor Boulevard and 302 Harbor Boulevard. The project at 288D Harbor Boulevard proposes 15 slips (11 commercial slips and 4 transient mooring slips) and the project at 302 Harbor Boulevard proposes 25 slips (7 commercial slips; 17 public transient mooring slips; and 1 water taxi slip). These proposals are expansions of existing non-residential docks.
- II. DISCUSSION:** Section 11.05.01, Land Development Code, by its own terms, “establishes and regulates procedures and standards by which the City controls and regulates development, construction and activities within the contiguous Harbor and waterways of Destin.” The subsections to 11.05.01 contain a list of “prohibitions” and other requirements that proposed docks and other construction activities taking place in the Harbor and waterways must meet. There are a total of 26 requirements found in 11.05.01, both of the subject docks meet 25 out of the 26 requirements, and the City received no objection from adjacent landowners. However, the proposed docks arguably fail to meet Subsection (N). Subsection (N) states that, “no dock shall be constructed or modified such that slip density exceeds one slip per eight lineal feet of waterfront footage...”
- Section 11.05.09, Land Development Code, contains exceptions to the prohibitions found in 11.05.01 for properties located in the South Harbor Mixed Use zoning district. The exception pertinent to this analysis is subsection 11.05.09.B.5. This subsection states:
- Properties located in the South Harbor Mixed Use zoning district that propose development under Tier 1 or 2 development standards are exempt from the provisions prescribed in paragraphs F, G, M and N of Section 11.05.01 provided they meet all the following criteria:
1. An approved submerged land lease from FDEP is submitted.
 2. An approval from the Army Corps of Engineers stating that the length of the docks and piling will not create a risk to navigation is submitted.
 3. This provision only applies to properties with only non-residential uses and mixes uses that contain non-residential uses and short-term residential uses.

4. This provision does not apply to developments that contain long-term residential uses.
5. A minimum ten percent of the total number of the slips in the project are set aside for fare carrying boats and that another minimum ten percent of the total slips are set aside for transient boats that are open to the public (to promote non-automobile travel). "Project" as used herein shall mean the entire number of slips tied to the uplands and not the total number of slips past 200 feet from the uplands. A minimum of 50 percent of the transient slips must be reserved for non-rental users. The remainder of the total ten percent may be reserved for short-term rental users. A loading and unloading area or slip must be reserved for use by a water taxi. This area or slip must be clearly marked by signage stating that it is reserved for the water taxi.
6. For Tier 1 developments, all the requirements listed in Section 7.09.03.F.7 must be met.

Claude Perry Enterprises, LLC, ("Perry Enterprises") owns both adjacent upland properties located at 288D Harbor Boulevard and 302 Harbor Boulevard. South Harbor Mixed Use is the zoning designation for both properties. Taylor Engineering, on behalf of Perry Enterprises, submitted two non-residential dock applications to the Harbor and Waterways Board (the "H&W Board"). The H&W Board considered and unanimously voted to approve both at their November meeting. Both proposed docks have also been approved by all required authorities besides the City, including FDEP and the Army Corp of Engineers.

At the 288D Harbor Boulevard Property (the "288D Property"), Perry Enterprises proposes to expand its existing docking facility from 9 total slips (5 commercial, 3 public transient mooring, 1 parasail mooring) plus one jetski dock to 15 total slips (10 commercial, 4 public transient mooring, and 1 parasail mooring) plus one jetski dock. Essentially, then, Perry Enterprises proposes adding 5 additional commercial slips and 1 additional transient mooring slip to the 288D Property.

At the adjacent 302 Harbor Boulevard Property (the "302 Property"), Perry Enterprises proposes to expand its existing docking facility from 12 total slips (7 commercial, 5 public transient mooring) to 25 total slips (7 commercial, 17 public transient mooring, and 1 water taxi). Essentially, then, Perry Enterprises proposes adding 0 additional commercial slips, 12 additional public transient mooring slips, and 1 water taxi slip to the 302 Property.

Between both properties, Perry Enterprises proposes to add 5 additional commercial slips, 13 additional public transient mooring slips, and 1 water taxi slip to its existing non-residential docks.

The 288D Property consists of 110 linear feet of waterfront. The 302 Property consists of 150 linear feet of waterfront. Section 11.05.01(N), allows 1 slip per 8 linear feet. This calculation allows for 13.75 slips at the 288D Property and 18.75 slips at the 302 Property. Both proposed docks exceed this allotment, at 15 proposed slips and 25 proposed slips, respectively. However, both proposed docks substantially comply with the exception to Section 11.05.01(N), found in Section 11.05.09(b)(5).

Subsection (1) is satisfied for both properties since Perry Enterprises submitted FDEP approvals with their applications. Subsection (2) is satisfied in the Army Corp approvals Perry Enterprises submitted with both applications. Subsection (3) is satisfied because both properties are non-residential. Subsection (4) is satisfied because no long term residential use is associated with either property. Subsection (6) is inapplicable.

This leaves only Subsection (5), which is slightly more complicated and must be broken down into three parts. The first part of Subsection (5) requires that a minimum of 10% of the total slips be set aside for public transient mooring. This requirement is intended to benefit the

public and both properties far exceed this requirement. 26.66% of the 288D Property is set aside for public transient mooring. 68% of the 302 Property is set aside for public transient mooring. Between the docks at both properties, 21 out of 40 total slips are available for public transient mooring (52.5%). This represents a nearly 10% increase from the existing 9 out of 21 total slips which are available for public transient mooring (42.86%). Therefore, the first, public interest based requirement is overwhelmingly satisfied.

The second requirement found in Subsection (5) is somewhat ambiguous—it requires that 10% of total slips be set aside for “fare carrying boats.” Although “fare carrying *boats*” is not a defined term in the code, the 2017 Comprehensive Plan’s glossary defines “fare carrying *vessels*” as “[v]essels used for the following activities that are available to the public for hire: party fishing boats, sightseeing (e.g., dolphin, sunset, dinner cruises, etc.), sailing, parasailing and diving/snorkeling. Fare Carrying Vessels shall not include Personal Watercraft or Rental Watercraft which are separately defined.” The most reasonable interpretation of the LDC would apply the Comprehensive Plan’s definition of “fare carrying vessel” to Subsection (5)’s use of the term “fare carrying boat.” It is clearly a broad term and includes most types of commercial boating vessels. It is unclear whether traditional pontoon rental boats are included as “fare carrying vessels” under this definition, although the generally accepted dictionary definition would not include rental pontoon boats as fare carrying vessels.

When this definition is applied to the 288D Property, the proposed dock contains at least 1 slip set aside for fare carrying boats (the parasail mooring slip). This amounts to 6.66% of the total slips, slightly below the 10% threshold. When the definition is applied to the 302 Property, the proposed dock contains at least 1 slip set aside for fare carrying boats. This amounts to 4% of the total slips, below the 10% threshold. In total between the two properties, at least 2 of the 40 proposed slips are set aside for fare carrying boats (5%). To reach the minimum requirements, if considered separately, 2 total slips would need to be set aside at the 288D Property and 3 total slips would need to be set aside at the 302 Property to reach the threshold described in Subsection (5).

Perry Enterprises could accomplish this by shifting slips from the “public transient mooring” designation to the “fare carrying vessel” designation, however, this would result in a decreased benefit to the general public and would allow Perry Enterprises to rent out 3 additional slips for profit.

The third requirement found in Subsection (5) requires that at least one slip or area be set aside for a water taxi. The 302 Property contains a slip set aside for a water taxi. The 288D Property does not contain a slip set aside for a water taxi and it is unclear whether there is an area set aside for a water taxi. The dock located on the 288D Property, is, however, less than 100 feet away from the 302 Property’s dock and the two docks are connected by a boardwalk. This set up is arguably compliant with Subsection (5). Nevertheless, to ensure compliance, Perry Enterprises could alter its proposed dock at the 288D Property by removing a “public transient mooring” slip and designating that slip as the “water taxi” slip. Again, however, this would decrease the public’s benefit by taking away a much needed “public transient mooring” slip.

In sum, strict application of the second and third requirements of Subsection (5) to these facts result in an abnormal outcome where the public’s interest is compromised in favor of the property owner’s commercial interests. This outcome is highly abnormal and unusual since one of the primary public benefits and purposes of the Land Development Code is ensuring that the public benefits from future development. Because the interests of the public do not necessarily align with a strict application of the Land Development Code when applied to these facts, the City Council may choose to balance the public interest against the owner’s commercial interest. Given that Perry Enterprises is voluntarily forfeiting some of its commercial interests in favor of the public in these instances, the City Council could choose to exercise the discretion afforded to it

under its police powers to approve the dock applications. Alternatively, the City Council could opt to ensure strict adherence to the Land Development Code and require Perry Enterprises to redesignate some of its “public transient mooring” slips in a manner which ensures financial gain for Perry Enterprises to the detriment of the public.

A. Link to Strategic Goals /Objectives:

- I. Enhance Quality of Life**
- II. Improve Public Use of Beach, Waterways and Harbor**
- III. Enhance and Preserve Heritage and Environment**

B. Effect on Budget (EOB): There is no staff requirement for this project.

C. Level of Service (LOS): The City of Destin shall not incur any expense or revenue as a result of this project.

III. CONCLUSION: The applications have been reviewed and approved by the Florida Department of Environmental Protection (FDEP), the U.S. Army Corps of Engineers, City staff, and the City of Destin Harbor and Waterways Board. City staff reviewed the application and determined that the plans comply with City Codes and regulations. At the November 26, 2018, Destin Harbor and Waterways Board meeting, the Board unanimously recommended the City Council approve the application. Although the docks adhere to the vast majority of the Land Development Code’s requirements, both docks only arguably comply with the Section 11.05.01(N). However, since strict of application of the Code to these facts results in a detriment to the public, the City Council is within its discretion to loosely apply the Code in a manner which maximizes benefit to the public.

IV. RECOMMENDED MOTION: Move to approve the applications for marine construction at 288D Harbor Boulevard and 302 Harbor Boulevard by exercising the City’s police powers in a manner which maximizes the public’s benefit.

Attachments:

**288 D Harbor Boulevard Harbor Board
Application
302 Harbor Boulevard Harbor Board
Application**



City of Destin

Community Development Department

Planning & Zoning Division

City of Destin Annex

4100 Indian Bayou Trail

Destin, Florida 32541

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

planning@cityofdestin.com

APPLICATION for HARBOR BOARD

Harbor Board meets the 4th Monday, all applications must be submitted at least 2 weeks prior.

Description of work: PERRY DOCKING FACILITY - 302 HARBOR BLVD

1. APPLICANT INFORMATION:

Name: CLAUDE F. PERRY SR.

Mailing Address: 732 HARBOR BLVD DESTIN FL, 32541

Phone: (850)865-1063

Fax: (850) 837-3691

Email: KMERGLER@GMAIL.COM

2. PROPERTY TO BE REVIEWED:

Street Address: 302 HARBOR BLVD DESTIN, FL 32541

Parcel ID #: 00-2S-22-0630-0000-07D1

3. FEE: \$40.00 Residential
 \$80.00 Commercial

Cash, Check, MasterCard or Visa

Marine Applications, Fees & Letters per FY2017 Schedule of Fees,
adopted 02/21/17, effective 02/22/17.

Must be paid when submitting application.

4. ADDITIONAL DOCUMENTATION REQUIRED:

- a. Complete detailed drawings and site plan.
- b. Adjacent property owner mailing information.

State and Federal permits required prior to submission for Harbor Board approval.

APPLICANT'S SIGNATURE: _____

DATE: 9/13/18



Florida Department of Environmental Protection

160 W. Government Street, Suite 308
Pensacola, Florida 32502-5740

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

Permittee/Authorized Entity:

Claude Perry
732 Harbor Boulevard
Destin, Florida 32541, Okaloosa County

Claude Perry dock modification

Authorized Agent:

Duncan Greer
Taylor Engineering, Inc.
4300 Legendary Drive, Suite C246
Destin, Florida 32541
dgreer@taylorengeering.com

RECEIVED

SEP 13 2018

**Community
Development**

Environmental Resource Permit

State-owned Submerged Lands Authorization – Granted Pending Document
Execution

U.S. Army Corps of Engineers Authorization – Separate Corps Authorization
Required

Okaloosa County
Permit No.: 0177410-003-EI/46
Lease File No.: 460023931

Permit Issuance Date: July 31, 2018
Permit Construction Phase Expiration Date: July 31, 2023

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittee/Grantee: Claude Perry
Permit No: 0177410-003-EI/46

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at 302 Harbor Boulevard, parcel ID number 00-2S-22-0630-0000-07D1, Destin, Florida 32541, in Section 00, Township 2 South, Range 22 West in Okaloosa County, at 30°23'33.17" North Latitude, -86°30'18.17" West Longitude.

PROJECT DESCRIPTION

The permittee is authorized to construct two docks that extend from existing structures, and a boardwalk along the shoreline, within the landward extent of Destin Harbor aka Old Pass Lagoon, a Class III Florida Waterbody, Prohibited Shellfish Harvesting Area. Those activities include the construction and use of a commercial dock serving 15 vessels, 1 transient water taxi slip, and approximately 364 linear feet of public transient mooring area, comprising 6,059 square feet of structure and 25,484 square feet of preemption of state-owned sovereignty submerged lands. Authorized activities are depicted on the attached exhibits.

Dock

Existing 3,325 square feet
Proposed additional 2,734 square feet
Total: 6,059 square feet

Sovereign submerged land lease

Existing 11,030 square feet
Proposed additional 14,454 square feet
Total: 25,484 square feet

AUTHORIZATIONS

Claude Perry dock – 302 Harbor Blvd.

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the appropriate form of proprietary authorization is a lease. Based on the information submitted, we have begun processing your application to modify your sovereign submerged lands lease 460023931. Please contact Diana Athnos at (850) 595-0557 for additional information.

The final documents required to execute the lease modification will be sent to the grantee by the Department's Division of State Lands for execution. The Department intends to issue the lease, upon satisfactory execution of those documents, including payment of required fees and compliance with the conditions in the attached permit. **You may not begin construction of the activities described until you receive a copy of the executed lease from the Department.**

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **Shall be required** from the Corps. A copy of your permit application has been forwarded to the Corps for their review. The Corps will issue their authorization directly to you or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date your application was received at the local FDEP Office, contact the Corps for status and further information. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.**

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

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT CONDITIONS

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS - PRIOR TO ANY CONSTRUCTION

1. If the approved permit drawings and/or narrative conflict with the specific conditions, then the specific conditions shall prevail.
2. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed around the active construction areas of the site. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not exceed 29 NTU's above background levels. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.
3. The following measures shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTU's above background:
 - a. Immediately cease all work contributing to the water quality violation.
 - b. Modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices.
 - c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794, in writing or by telephone at (850)595-8300 within 24 hours of the time the violation is first detected.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

4. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters/waters of the state.
5. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.
6. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.
7. All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring and prop dredging.

8. This permit does not authorize the construction of any additional structures not illustrated on the permit drawings. Examples of additional structures include but are not limited to walkways, awnings, enclosed sides and covers over slip areas, finger piers, step-down stairs, storage closets and decking.

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

9. Overboard discharges of trash, human or animal waste, or fuel shall not occur at the dock.

10. There shall be a minimum 12-inch clearance between the deepest draft of the vessel (with the motor in the down position) and the bottom of the waterbody at mean low water so as to preclude bottom scouring or prop dredging.

SPECIFIC CONDITIONS – ADMINISTRATIVE/EMERGENCIES

11. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.

12. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual* (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:

- a. Immediately if any previously submitted information is discovered to be inaccurate; and
- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

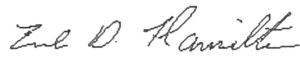
Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Diana Athnos at the letterhead address, at (850)595-0557, or at diana.athnos@floridadep.gov

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Emile D. Hamilton
Director of District Management

EDH:da

Attachment: Project Drawings and Design Specs., 9 pages

Copies of 62-330 forms may be obtained at:
<http://www.dep.state.fl.us/water/wetlands/erp/forms.htm>

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Bill Bubel, Howard Group, bill@howardgrp.com
Duncan Greer, Taylor Engineering, Inc., dgreer@taylorengeering.com
Tanya McHale, DEP, tanya.mchale@floridadep.gov
Diana Athnos, DEP, diana.athnos@floridadep.gov
Lea Crandall, DEP, lea.crandall@dep.state.fl.us
Kathy Griffin, DEP, Kathy.griffin@dep.state.fl.us
Okaloosa County, mmartinez@co.okaloosa.fl.us, jautrey@co.okaloosa.fl.us,
sbitterman@co.okaloosa.fl.us, propertyappraiser@okaloosapa.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

July 31, 2018
Date

GENERAL NOTES:

1. DRAWING REFERENCES THE FLORIDA STATE PLANE NORTH, NORTH AMERICAN DATUM OF 1983 (NAD83).
2. ALL ELEVATIONS REFERENCE THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD88). ELEVATIONS IN FEET UNLESS NOTED OTHERWISE.
3. AERIAL IMAGERY OBTAINED FROM FLORIDA DEPARTMENT OF TRANSPORTATION (2016), UNLESS NOTED OTHERWISE. AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY. NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THESE MAPS.
4. FEDERAL NAVIGATION CHANNEL LIMITS OBTAINED FROM THE U.S. ARMY CORPS OF ENGINEERS MOBILE DISTRICT.
5. PARCEL BOUNDARIES, EXISTING SUBMERGED LAND LEASE BOUNDARY, AND MEAN HIGH WATER ELEVATION ARE APPROXIMATE, AND OBTAINED FROM A "BOUNDARY AND TOPOGRAPHIC SURVEY ON A PORTION OF LOTS 7D & 7E, MORENO POINT MILITARY RESERVATION, UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA" BY EMERALD COAST ASSOCIATES, INC., DATED 01-27-05, PROJECT 05-014.
6. BATHYMETRIC CONTOURS OBTAINED BY TAYLOR ENGINEERING, INC., DATED OCTOBER 2017.
7. DRAWING REFERENCES EXISTING BOARD OF TRUSTEES SOVEREIGN SUBMERGED LAND LEASE # 460023931 THAT INCLUDES DISCLAIMED AREAS ALONG THE PROPERTY SHORELINE.
8. CONCRETE PIER AND TIMBER PERIMETER DOCK AUTHORED BY FDEP PERMIT NO. 46-0177410-002-ET AND USACE PERMIT NO. SAJ-2016-01101 (LP-MD2).
9. CONSTRUCTION SHALL NOT VIOLATE STATE WATER QUALITY STANDARDS.
10. NO LIVE-A-BOARDS ARE PROPOSED.
11. NO FUELING FACILITIES OR SEWAGE PUMP-OUTS ARE PROPOSED AT THIS FACILITY.
12. MATERIALS ARE SUBJECT TO CHANGE. PILE EMBEDMENT, DIMENSIONS, AND SPACING WILL BE DETERMINED DURING FINAL DESIGN.
13. THE LOCATION OF TURBIDITY CURTAINS SHOWN ON THESE DRAWINGS FOR INFORMATIONAL PURPOSES ONLY. TURBIDITY CURTAINS SHALL BE LOCATED AND REPOSITIONED BY THE CONTRACTOR USING BEST MANAGEMENT PRACTICES TO ASSURE WATER QUALITY STANDARDS ARE MAINTAINED THROUGHOUT CONSTRUCTION.
14. DOCK PILINGS WILL BE WRAPPED TREATED TIMBER OR OTHERWISE MADE FROM NON-LEACHING MATERIALS.

PROPOSED DOCK PLAN:

1. COMMERCIAL (PERMANENT) SLIPS
 - 1.1. EXISTING: 7
 - 1.2. PROPOSED INCREASE FROM EXISTING : 0
 - 1.3. TOTAL PROPOSED COMMERCIAL SLIPS: 7
2. PUBLIC TRANSIENT MOORING SLIPS
 - 2.1. EXISTING: 5
 - 2.2. PROPOSED INCREASE FROM EXISTING: 12
 - 2.3. TOTAL PROPOSED PUBLIC TRANSIENT MOORING SLIPS: 17
3. TRANSIENT WATER TAXI SLIP
 - 3.1. EXISTING: 0
 - 3.2. PROPOSED INCREASE FROM EXISTING: 1
 - 3.3. TOTAL PROPOSED TRANSIENT WATER TAXI SLIPS: 1
4. FIXED CONCRETE/TIMBER DOCK AREA
 - 4.1. EXISTING: 3,325 S.F.
 - 4.2. PROPOSED INCREASE FROM EXISTING: 2,734 S.F.
 - 4.3. TOTAL PROPOSED CONCRETE/TIMBER DOCK AREA: 6,059 S.F.
5. SOVEREIGN SUBMERGED LAND LEASE AREA (LEASE # 460023931)
 - 5.1. EXISTING: 11,030 S.F. (0.25 ACRES)
 - 5.2. PROPOSED INCREASE FROM EXISTING: 14,454 S.F. (0.33 ACRES)
 - 5.3. TOTAL PROPOSED SOVEREIGN SUBMERGED LAND LEASE AREA: 25,484 S.F. (0.59 ACRES)



TIDAL DATUM REFERENCE:

MHHW ——— 0.73'
MHW ——— 0.72'

MSL ——— 0.40'

M.L.W. ——— 0.13'
M.L.W. ——— 0.12'

NAVD 88 No. 83306



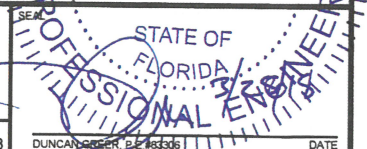
TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
GENERAL NOTES
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT C2017-055 DRAWN BY CAS/NP SHEET 2 of 9 DATE JAN 2018



PARCEL ID: 00-2S-22-0630-0000-07D1

EXISTING SEAWALL

EXISTING CONCRETE
BOAT RAMP

EXISTING COMMERCIAL SLIP (TYP)

EXISTING TIMBER PILING (TYP)

EXISTING FIXED TIMBER DOCK

EXISTING SOVEREIGN SUBMERGED
LAND LEASE BOUNDARY
(LEASE #460023931)
(0.25 ACRES)

EXISTING CONCRETE PIER

EXISTING TRANSIENT
MOORING SLIP (TYP)

PILINGS TO BE RELOCATED



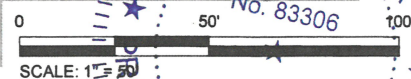
DESTIN HARBOR

25-FT RIPARIAN OFFSET
RIPARIAN RIGHTS LINE

FEDERAL NAVIGATION CHANNEL LIMITS

25-FT RIPARIAN OFFSET
RIPARIAN RIGHTS LINE

FEDERAL NAVIGATION CHANNEL CENTERLINE



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541

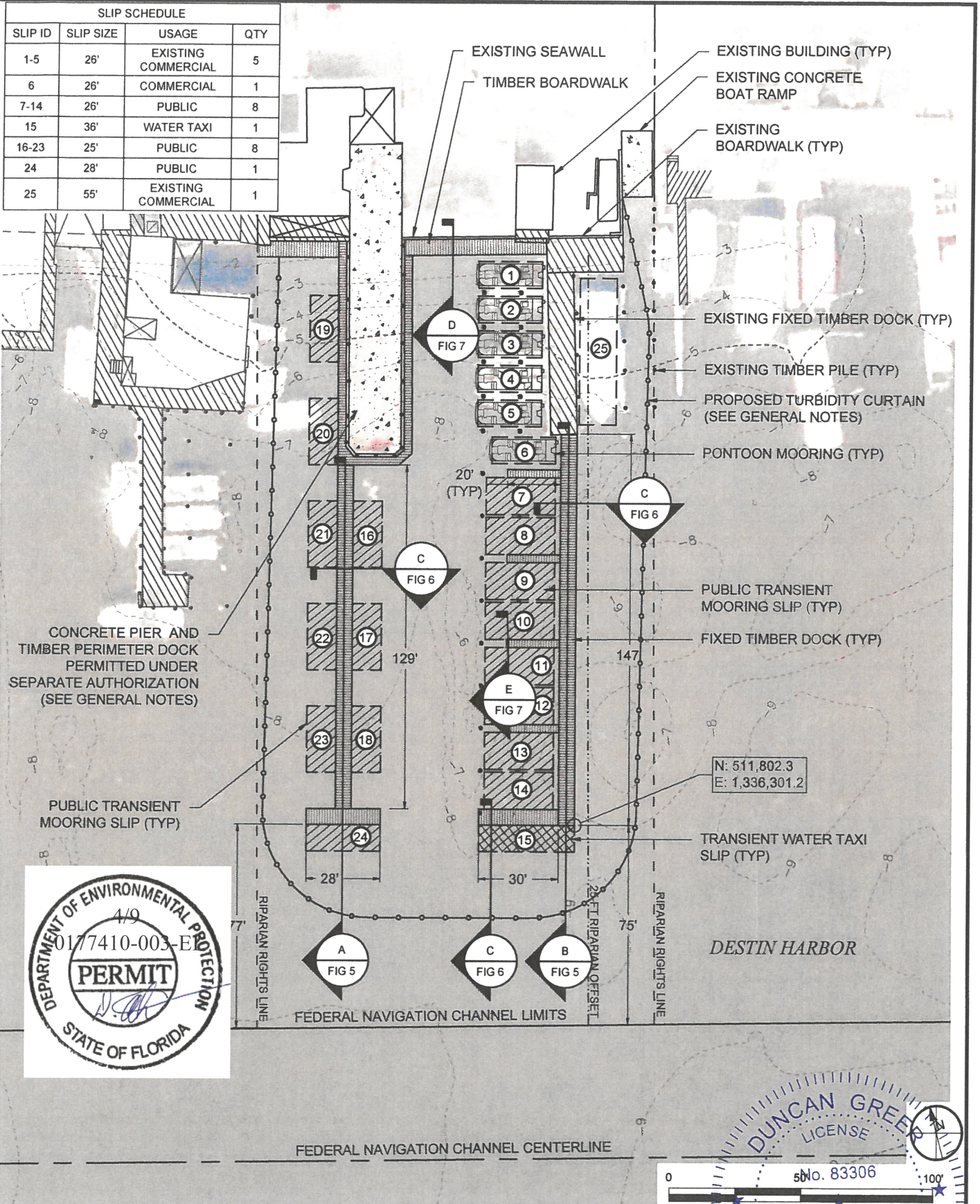
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
EXISTING CONDITIONS
PERRY DOCKING FACILITY - 302 HARBOR BLVD
DESTIN, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2017-055	CAS/NP	3 of 9	JAN 2018

DUNCAN GREER
LICENSE
No. 83306
STATE OF FLORIDA
REGISTERED PROFESSIONAL ENGINEER
DATE

SLIP SCHEDULE			
SLIP ID	SLIP SIZE	USAGE	QTY
1-5	26'	EXISTING COMMERCIAL	5
6	26'	COMMERCIAL	1
7-14	26'	PUBLIC	8
15	36'	WATER TAXI	1
16-23	25'	PUBLIC	8
24	28'	PUBLIC	1
25	55'	EXISTING COMMERCIAL	1



DEPARTMENT OF THE ARMY PERMIT

Permittee: Claude Perry
732 Harbor Blvd
Destin, Florida 32541

Permit No: SAJ-2016-01101 (SP-MDZ)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To expand an existing commercial marina. The existing marina is comprised of two marinas that accommodate a total of (12) twelve slips. The proposed marina expansions will increase the number of slips by (13) thirteen, for a total of (25) twenty-five slips. The eastern marina expansion consists of a new 1302 square-foot wooden L-shaped pier with (4) four finger piers. The western marina expansion consists of a new 942 square-foot wooden T-shaped pier. Additionally, a marginal boardwalk will be constructed along the seawall and the concrete pier to facilitate access to the marina, measuring a total 915 square-feet.

The work described above is to be completed in accordance with the 8 (eight) pages of drawings (Attachment 1) and 5 additional attachments affixed at the end of this permit instrument.

Project Location: The project would affect waters of the United States associated with Destin Harbor. The project site is located at Tax Parcel ID: 00-2S-22-0630-0000-07D1, at 302 Harbor Blvd, in Section 00, Township 02 South, Range 22 West, Destin, Okaloosa County, Florida.

Directions to site: Travelling from Fort Walton Beach, travel east on US-98 E/ Miracle Strip Pkwy SE. Continue on US-98 E/ Harbor Blvd. The marina is located on the right at 302 Harbor Blvd.

Approximate Central Coordinates: Latitude 30.39239°
Longitude -86.50530°

PERMIT CONDITIONS

General Conditions:

1. The time limit for completing the work authorized ends on **August 20, 2023**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided, and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions. (Attachment 2)
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address:

- a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 41 North Jefferson Street, Suite 301, Pensacola, Florida, 32502-5794.
 - b. For electronic mail SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB).
 - c. The Permittee shall reference this permit number, SAJ-2016-01101 (SP-MDZ), on all submittals.
2. **Commencement Notification:** Within 10 days from the date of initiating the authorized work, the Permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit.
3. **As-Built Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall submit as-built drawings of the authorized work and a completed "As-Built Certification By Professional Engineer" form (Attachment) to the Corps. The as-built drawings shall be signed and sealed by a registered professional engineer and include the following:
 - a. A plan view drawing of the location of the authorized work footprint, as shown on the permit drawings, with transparent overlay of the work as constructed in the same scale as the permit drawings on 8½-inch by 11-inch sheets. The plan view drawing should show all "earth disturbance," including wetland impacts and water management structures.
 - b. A list of any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates, in any manner, from the authorized work, describe on the attached "As-Built Certification By Professional Engineer" form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or "As-Built Certification By Professional Engineer" form does not constitute approval of any deviations by the Corps.
 - c. Include the Department of the Army permit number on all sheets submitted.
4. **Regulatory Agency Changes:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Pensacola Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.

5. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
6. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.
7. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.
8. **Manatee Conditions:** The Permittee shall comply with the attached “Standard Manatee Conditions for In-Water Work – 2013”.
9. **Sea Turtle and Smalltooth Sawfish Conditions:** The Permittee shall comply with the attached National Marine Fisheries Service’s “Sea Turtle and Smalltooth Sawfish Construction Conditions” dated March 23, 2006, which also applies to Gulf and shortnose sturgeon.
10. **Project Design Criteria (PDCs) for In-Water Activities:** The Permittee shall comply with National Marine Fisheries Service’s “PDCs for In-Water Activities” dated November 20, 2017 provided as an attachment to this permit.
11. **Daylight Hours:** All activities must be completed during daylight hours.
12. **Cultural Resources/Historic Properties:**
 - a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.
 - b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and

which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

- c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.
- d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

Further Information:

- 1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
 - (X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
 - () Section 404 of the Clean Water Act (33 U.S.C. 1344).
 - () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

- a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7

PERMIT NUMBER: SAJ-2016-01101

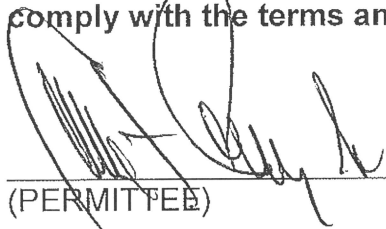
PERMITTEE: Claude Perry – 302 Harbor Blvd Docking Facility

PAGE 7 of 9

or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.


(PERMITTEE)

8/22/18
(DATE)

Claude F. Perry
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.


(DISTRICT ENGINEER)
Jason A. Kirk,
Colonel, U.S. Army
District Commander

27 Aug 2018
(DATE)

PERMIT NUMBER: SAJ-2016-01101
PERMITTEE: Claude Perry – 302 Harbor Blvd Docking Facility
PAGE 8 of 9

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. **To validate the *transfer* of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.**

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

(CITY, STATE, AND ZIP CODE)

***Attachments to Department of the Army
Permit Number SAJ-2016-01101***

1. PERMIT DRAWINGS: Dated July 26, 2018 (8 pages)
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit. (19 pages)
3. AS-BUILT CERTIFICATION FORM: (2 pages)
4. STANDARD MANATEE CONDITIONS: *Standard Manatee Conditions for In-Water Work – 2013* (1 page)
5. SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS: *Sea Turtle and Smalltooth Sawfish Construction Conditions, revised March 23, 2006* (which apply to Gulf sturgeon) (1 page)
6. JAXBO PDCs FOR IN-WATER ACTIVITIES: *PDCs for In-Water Activities dated November 20, 2017* (3 pages)

**MINUTES
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL 5:00 P.M. – NOVEMBER 26, 2018**

1. CALL TO ORDER:

Chairman Trammell called the Destin Harbor and Waterways Board meeting to order at approximately 5:00 p.m. on Monday, November 26, 2018 at Destin City Hall.

2. ROLL CALL:

Member Present:

Matt Trammell
Casey Jones
Guy Tadlock
Richard Hoey
Mark Meyer
Jim Green
Bill McKissick

Staff:

Kim Montgomery, Deputy City Clerk
Dawn McDonald, Planner
Kyle Bauman, City Attorney Associate

3. APPROVAL OF MINUTES:

➤ **October 29, 2018**

Board member Tadlock motioned to approval of the October 29th as written with Board member Jones providing the second; the motion passes with a 7-0 vote.

4. PUBLIC COMMENT:

The Chairman asked the audience for any public comment. No one came forward to speak.

5. OLD BUSINESS:

➤ **821 Cross Street – Stan Shipp, owner – Richard Shermann, Authorized Representative**

Ms. McDonald informed the members that this is an after-the-fact permit approval process and added that the applicant is not present because staff is requesting that this be continued to the next meeting. She also informed the board that there are citizens present that would like to make comment on this request.

Mr. Mike Buckingham – 510 Calhoun Avenue asked the members to extend this request for an additional 30-days as he has not had enough time to review the applicants project.

Mr. Rick Moore – 425 Calhoun Avenue stated that he is concerned about the boat ramp part of the request and asked about the notification process in regards to neighboring homes in the general vicinity of the property. According to Ms. McDonald; staff is only required to notify the adjacent property owners on either side of the property.

The Chairman spoke of being concerned regarding compliance issues associated with this address and asked if staff would be prepared to address those concerns if it's brought back in January. According

to the City Attorney, there will be an investigation to ensure that the property is in compliance with the Codes and he feels that bringing back to the January meeting is necessary to gather all the facts.

On a motion by Board member Hoey, seconded by Board member Myer; the members voted 6-0 to table hearing the request at 821 Cross Street/Stam Shipp until such time that they can determine specifics on this particular case.

6. NEW BUSINESS:

- A. 288D Harbor Blvd., Claude Perry Enterprises, LLC. Property Owner; Duncan Greer, Taylor Engineering, Authorized Agent. The request, located at 288D Harbor Blvd. by Claude Perry Enterprises, LLC. to reconfigure the existing marina from 10 slips to 16 slips; which includes the construction of one (1) 29' x 20' marginal dock, one (1) 20' x 10' dock, one (1) 150' X 6' access pier; and (1) 47' X 6' terminal platform. The existing fixed timber dock area is 2,539 sq. ft., with 906 sq. ft. to be demolished and 1,108 sq. ft. of new fixed timber dock area to be constructed on the site. Total project footprint is proposed at ±3,647 square feet**

Ms. McDonald explained to the members that this request is a commercial proposal to reconfigure an existing marina on Destin Harbor and briefly provided the details of the construction and that it meets the requirements of 11.05.09 (B) of the Marina Siting Code.

Chairman Trammell clarified for the members of the Board that the applicant qualifies for the exemptions that are in the Code since he meets the required criteria by providing a water taxi slip, slips for fare carrying vessels, as well as providing public access slips. He pointed out that his project also meets the minimum 200-feet off shore of the existing bulkhead and mean high waterline, and the offset of the navigational channel requirements.

The City Attorney informed the members that this request is Quasi-Judicial in nature and asked the Deputy to swear in all witnesses that will be providing testimony if necessary.

The following people were sworn in to provide testimony:

Mr. Duncan Greer – Taylor Engineering and Authorized Agent

Mr. Greer pointed out that the primary focus for both properties is the public benefit that the public slips will provide for temporary or transient public mooring. He explained in regards to the percentages of benefits; in the code, there is a minimum of 10% public-fare carrying which would be three slips and Mr. Perry is providing seven; a minimum 10% is transient and 50% of those are public; as well as the requirement for a water taxi. He explained further that they have an existing parasail slip and an addition of one transient public mooring slip and a total addition of at least five (5) commercial slips for rentals; which adds up to a total of 25% transient/public slips which are 100% public and that any of those slips at any time can be used for water taxis.

The Chairman asked Mr. Greer to explain how the State defines transient slips. According to Mr. Greer, the state defines transient slips as a place where mooring can occur for a temporary period and specifically not overnight or permanent mooring.

The Chairman mentioned that in order for Mr. Perry to meet the Code, he would have to rent a slip to another parasail type business. However, he is proposing to have three (3) additional public slips. And asked the Board if they would like to recommend that he go with what they're proposing to give more benefit to the public or stick with the Code. Reminding that Mr. Perry would need to have two parasail boats in two of the slips.

The City Attorney advised they should let the City Council know their thoughts on whether they want public fare carrying vessel slips to be included or not. Also, he would make sure Council is aware of their wishes since this request has to be conducted as another QJ at their level.

The Chairman asked Ms. McDonald is it staff's opinion that the request meets the requirements of the Code. There was a lengthy discussion regarding the requirements of fare carrying vessels and the requirements of the State and the city. Mr. Greer pointed out that they meet all of the regulatory requirements of the permits issued by State. Ms. McDonald stated that the Code is confusing at best and referred to the City Attorney for guidance.

The City Attorney, explained the #5 exception talks about a minimum of 10% of slips set aside for fare carrying boats, which can be a number of things i.e. a water taxi, a parasail boat, or a charter boat. However, at the end of the paragraph, it states, "A loading and unloading area or slip must be reserved by use of a water taxi and this area of the slip must be clearly marked by a sign saying it is reserved for a water taxi. Pointing out that makes it seem as if you also need a slip for water taxi but that could be included in fare carrying vessel requirement.

Mr. Greer informed the members that they will have "Water Taxi Pickup" or "Loading Area" signage within the four designated transient slips.

Board member Jones asked if there would be a pump out station provided for the public. According to Mr. Greer, because of the size of the vessels for these types of slips; which are 25-foot vessels; a pump out is not necessarily needed and not their intention at this time. The Chairman clarified that restroom facilities are available upland.

Motion by Board member Green, seconded by Board member Tadlock; the Board voted 6-0 to recommend City Council approve the request at 288D Harbor Blvd. by Claude Perry Enterprises, LLC. to reconfigure the existing marina from 10 slips to 16 slips; which includes the construction of one (1) 29' x 20' marginal dock, one (1) 20' x 10' dock, one (1) 150' X 6' access pier; and (1) 47' X 6' terminal platform. The existing fixed timber dock area is 2,539 sq. ft., with 906 sq. ft. to be demolished and 1,108 sq. ft. of new fixed timber dock area to be constructed on the site. Total project footprint is proposed at ±3,647 square feet. Chairman Trammell recused himself from voting.

- B. 302 Harbor Blvd., Claude Perry Enterprises, LLC. Property Owner; Duncan Greer, Taylor Engineering, Authorized Agent to improve public slips available in the harbor by reconfiguring the existing marina in Destin Harbor from 12 slips to 25 slips. The project includes construction of (1) 1,302-sq.-ft., L-shaped pier (147') with (4) four finger piers; (1) 942-sq.-ft. T-shaped pier (129'); and (1) 915-sq.ft. board walk surrounding an existing concrete pier. Total project footprint is proposed at ±6,059 square feet.**

The City Attorney informed the members that this request is also Quasi-Judicial in nature.

Ms. McDonald explained the request and stated the following have been obtained

- Submerged land lease is in place
- Approval from the ACOE – stating the length of the dock and pilings will not create a risk to navigation
- Only applies to properties with non-residential uses or commercial uses
- The length of the requested dock meets the code
- The riparian set back of 25-feet has been met

- No objection from adjacent property owners have been expressed

Mr. Greer explained that the same conditions exist as on the previous property. He explained that this property has a zero net increase on the existing commercial slips and is all additional public slips are transient and there is one specifically called out for a water taxi slip. He explained in the breakdown, 70% of the slips in this request are transient/public slips. He also explained that there is a slip on the far eastern side, number 25 that is specifically for fare carrying vessel

Board member Jones asked if there would be a pump out station provided for the public for this request. According to Mr. Greer, the same answer for this request applies because of the size of the vessels for these types of slips; which are 25-foot vessel; a pump out is not necessarily needed and not the intention at this time. The Chairman clarified that restroom facilities are available upland. Board member Jones then asked if the applicant plans to fill the slips with pontoon boats. According to Mr. Perry, they have the exact number of pontoon boats now as they did 5-years ago and do not intend to change that number.

Board member Meyers asked Mr. Perry who is in slip #25. According to Mr. Perry, the lease holder is the Tiki. Mr. Perry also pointed out that the water taxi's never tie up in the slips. All they do is come in, drop the people off; pick people up and leave again.

Both the Chairman and Board member Jones thanked Mr. Perry for his project exclaiming it will be a huge benefit to the harbor

Motion by Board member Green, seconded by Board member Tadlock; the Board voted 6-0 to recommend City Council approve the request as designed to improve public slips available in the harbor by reconfiguring the existing marina in Destin Harbor from 12 slips to 25 slips. The project includes construction of (1) 1,302-sq.-ft., L-shaped pier (147') with (4) four finger piers; (1) 942-sq.-ft. T-shaped pier (129'); and (1) 915-sq.ft. board walk surrounding an existing concrete pier. Total project footprint is proposed at ±6,059 square feet. Chairman Trammell recused himself from voting due to the conflict that his company he works for was the engineering firm for the project.

7. Discussion/Board member Reports:

➤ Harbor Master and/or Assistant

According to Ms. McDonald, this was a late item added to the agenda by request of Board member Meyer.

According to Mr. Meyer, he feels this is important and a need for the harbor. He suggested having a volunteer Harbor Master. That way there wouldn't be struggle to burden the city with an additional paid position. He also suggested that this board could help oversee the position and asked the City Attorney if that could be a possibility. He spoke of needing an older person with the experience and possibly someone younger to do all the leg work; and suggested having the people willing to volunteer to come before this board first for an informal interview process before going forward.

In discussions, Board member Hoey asked what kind of work he expected them to do. According to Board member Myers, it would be anything that is needed in the Harbor outside or Law Enforcement. He spoke of having someone who is down there during the day that can help keep an eye on everything and report to the city any issues that need to be taken care of that could potentially go on for some time, if not reported.

The Chairman spoke of Ms. McDonald's suggestion of having a volunteer to go out and take water samples in areas of the harbor as well as possibly someone from Code Enforcement that would be able to go to the different projects that are being built on the harbor to inspect them to ensure that they are being built to the specifications of the permit that was issued. He spoke of how a few months back, he presented issues of concern to Council that this Board feels needs to be addressed. He also reminded them that they are required to make their yearly report to Council in March and how that report allows Council time to work into the budget anything that they want to fund. Pointing out that they can't just go to Council and ask them to hire a Harbor Master but they can work on a job description for one.

Board member Hoey spoke of how he feels that the NPEB funds should be dedicated to hiring someone that can focus on water quality issues, Code Enforcement issues, pump-outs, derelict vessels issues, etc. in the harbor.

➤ **Harbor Pump Operation**

Ms. McDonald explained that she spoke with Mr. Pietenpol, the Interim Public Services Director and he informed her that currently the pump is not in operation at this time. The Chairman asked Board member Tadlock to keep in touch with Mr. Pietenpol about the pump not being in operation and mentioned how the last time it was off for an extended period of time and it didn't turn back on when they needed it to. He feels that it should be turned on at least once a month to ensure that it doesn't seize up.

Board member Tadlock spoke of how the last city engineer was investigating options for the pump such as gearing it down to not pump out so much volumes of water but allowing it to run for longer periods of time.

The members discussed the importance of keeping the harbor water healthy especially in the eastern end near Sandpiper Cove as well as options to keep the pump properly maintained so that it will stay running smoothly and reducing cavitation; which causes damage to the pump. The chairman pointed out that if the harbor could ever get dredged and have 40-50k yards of sand removed, it would allow for about 5% more flushing capacity on a daily basis in the harbor.

➤ **Board member Comments/Concerns**

- Board member Green spoke of how he appreciates being welcomed to the Board and looks forward to helping out in the future.
- Board member Tadlock asked if they might have a chance to look at the Marina Siting Code to provide some insight into it. According to the City Attorney he will speak with the Land Use Attorney and most likely will be brought before them next year.
- Board member McKissick thanked the opportunity to serve on the Board as well and spoke of how Mr. Perry's project will open up a lot of opportunities for people to be able to get to the restaurants by boat.
- The Chairman asked Ms. McDonald to email them all the presentation he presented to Council that he spoke of earlier as well as asked the members to think about harbor problems and solutions to discuss prior to the March timeline. He also mentioned setting the next meeting date.

Motion by Board member Green, seconded by Board member Jones, the member voted 7-0 to set the next meeting date to January 28, 2019.

With there being no further discussion, the meeting adjourned at 6:05 p.m.

Adopted and approved this _____ day of _____ 2018.

Matt Trammell, Chairman

Kim Montgomery, Deputy City Clerk

DRAFT

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 7, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

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

FROM: Tim Pietenpol, Deputy Public Services Director

DATE: December 27, 2018

SUBJECT: Interlocal Agreement between Okaloosa County and the City of Destin for Design and Construction of improvements to the intersection of Commons Drive and Henderson Beach Road

I. BACKGROUND: In accordance with Final Development Order No. 17-02, Catalyst Seaglass Apartment Complex made a deposit of \$100,000 to the City of Destin to be utilized for the purpose of making safety improvements to the intersection of Commons Boulevard and Henderson Beach Road.

On July 2, 2018, Destin City Council directed staff to work with Okaloosa County's Engineering Department and Destin City Attorney to draft an agreement to utilize these funds towards improving the intersection of Commons Drive and Henderson Beach Road.

II. DISCUSSION:

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

B. Effect on Budget (EOB): No Effect on Budget, as part of Final Development Order No. 17-02, Catalyst Seaglass Apartment Complex made a deposit of \$100,000 to the City of Destin for the purpose of improving the intersection.

C. Level of Service (LOS): Improved traffic flow and safety improvements at this heavily used intersection maintained by Okaloosa County.

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move that Council authorize the Mayor to sign the Interlocal Agreement between Okaloosa County and the City of Destin for Design and Construction of improvements to the intersection of Commons Drive and Henderson Beach Road.

Attachments:

1. Interlocal Agreement between Okaloosa County and the City of Destin - Intersection Improvement Project

**INTERLOCAL AGREEMENT BETWEEN OKALOOSA
COUNTY AND THE CITY OF DESTIN FOR DESIGN
AND CONSTRUCTION OF IMPROVEMENTS TO
THE INTERSECTION OF COMMONS DRIVE AND
HENDERSON BEACH ROAD**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County") and the **CITY OF DESTIN**, a municipality organized under the laws of the State of Florida (the "City").

WHEREAS, the County and the City previously entered into an Interlocal Agreement that requires the City and County jointly establish a unified concurrency methodology for evaluating the traffic impacts for a geographic area which includes the area lying within the city limits of the City of Destin and certain areas lying within unincorporated Okaloosa County (the "Designated Area"); and

WHEREAS, staff of the City of Destin and Okaloosa County, together with the City's Transportation Planning Consultant, have developed a unified concurrency methodology to be implemented jointly by the City and County within the Designated Area; and

WHEREAS, Commons Drive, from the intersection with Indian Bayou Trail to Danny Wuerffel Way, and Henderson Beach Road are County maintained roads and are in the Designated Area; and

WHEREAS, the County and City agree that there is a current need for safety improvements to the intersection of Commons Drive and Henderson Beach Road including the installation of a traffic signal; and

WHEREAS, Catalyst Seaglass Apartment Complex made a deposit of \$100,000.00 with the City of Destin for the purpose of making safety improvements to the intersection of Commons Drive and Henderson Beach Road in accordance with City of Destin Development Order 17-02; and

WHEREAS, the County desires to design and construct safety improvements to the intersection of Commons Drive and Henderson Beach Road (the "Intersection Improvement Project") which is estimated to cost more than \$300,000; and

WHEREAS, the City has agreed to assist with the Intersection Improvement Project, and will utilize the Catalyst Seaglass Apartment Complex deposit of \$100,000.00 for that purpose, in coordination with the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the County and the City do agree as follows:

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

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

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

SECTION 4. DETAILS OF THE INTERSECTION IMPROVEMENT PROJECT. The Intersection Improvement Project shall consist of the design and construction of intersection improvements to include, but not be limited to, mast arm traffic signals, turn lanes, pavement markings, signage, pedestrian crosswalks and paving.

SECTION 5. PARTY RESPONSIBILITIES.

- A. As both roads that comprise the subject intersection are county roads, the County has full authority and responsibility to undertake and manage the Intersection Improvement Project, and accomplish all activities related thereto. The County, upon request of the City, shall produce any drawings or designs related to the Intersection Improvement Project for consideration by the City Council. The City, upon request of the County, on a per task basis, shall assist and cooperate in the efforts of the County to the most reasonable extent possible.
- B. Other than this Agreement, the City will not be a party to any agreements or contracts relating to the Intersection Improvement Project including those agreements to design, construct or manage the Intersection Improvement Project nor in any way be considered in privity with the Intersection Improvement Project contractors and consultants or any other party performing any work on the Intersection Improvement Project.

SECTION 6. FUNDING FOR THE PROJECT.

- A. The City shall fund ONE HUNDRED THOUSAND (\$100,000.00) of the cost of the Intersection Improvement Project. The design and bidding services under a task order entered into between the County and AVCON, Work Order No. 9 which is attached hereto as Exhibit "A", is currently estimated to cost approximately Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00). The remainder of the \$100,000.00 shall go to the construction of the traffic signal. In conjunction with the execution of this agreement, the City Council shall pass a resolution committing to the funding of the \$100,000.00 toward the cost and shall transfer said funds to

the County for the intended purpose of paying for the Intersection Improvement Project.

- B. Should the City require additional information or documentation concerning the work order or the products of the work order, then the City shall make that request to the County, who shall coordinate the production of that information from the respective consultant. If the County is unable to procure the records requested by the City, then this shall not be deemed a breach of this Agreement by the County.
- C. If the Intersection Improvement Project is completed and the County is holding excess funds, which the City has provided to the County, which will not be used on the Intersection Improvement Project, then the County shall return these excess funds to the City within thirty (30) days of the final completion and closeout of the Improvement Project.

SECTION 7. TERM. This Agreement shall take effect on the last date of adoption by both the respective governing bodies and shall expire on the latest of the date of completion of the Intersection Improvement Project or the date the County returns to the City any excess funds as described in Section 6(C).

SECTION 8. RECORDS AND REPORTING.

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

SECTION 9. AUDIT. The City shall have the right from time to time at its sole expense to audit the compliance by the County with the terms and conditions of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement. The City shall have full access to all required and necessary documentation for inspection, review and audit purposes.

SECTION 10. REPRESENTATIONS AND WARRANTIES. Each party hereby represent and warrant to the other that it has all requisite power, authority and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

SECTION 11. AMENDMENTS. Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the City Council and the Board of County Commissioners, and jointly executed by the parties hereto. This Agreement shall be enforced and be binding upon, and inure to the benefits of, the parties hereto and their respective survivors and assigns, if any. This Agreement shall not be assigned without the permission of all parties to the agreement.

SECTION 12. DISPUTE RESOLUTION. The parties shall attempt to resolve any dispute that arise under this Agreement in good faith by participating in mediation. This mediation shall be in lieu of the requirements of the "Florida Governmental Conflict Resolution Act." The mediator shall be mutually agreed upon by the parties and the cost of mediation shall be borne equally between the parties. In the event the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

SECTION 13. JURY TRIAL WAIVER. IN THE EVENT THAT LITIGATION IS FILED BY ANY PARTY TO ENFORCE ANY TERMS OF THIS AGREEMENT, THEN ALL PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF THIS AGREEMENT.

SECTION 14. ATTORNEY'S FEES AND COSTS. If litigation is instituted seeking to enforce the terms of this Agreement, or in any way related to this Agreement, then the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in the litigation, including fees and cost incurred in any resulting appeal, and any fees and costs incurred litigating entitlement to and the reasonableness of any attorney's fees and costs.

SECTION 15. SEVERABILITY. If any one or more of the provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, then the remainder of this Agreement shall remain in full force and effect.

SECTION 16. GOVERNING LAW AND VENUE. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

SECTION 17. NOTICE. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the County as follows:

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

As to the City as follows:

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

SECTION 18. NO MEMBER LIABILITY. Neither the members of the governing body of the County, the City, nor anyone executing this Agreement, shall be liable personally or shall be subject to any accountability for reason of the execution by the County, the City or any executing authority of the County or the City for any act pertaining thereto.

SECTION 19. SOVEREIGN IMMUNITY. The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the County or City's rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

SECTION 20. INSURANCE, LIABILITY AND INDEMNIFICATION.

- A. Each party agrees to be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the wrongful or negligent acts of their respective officers, employees, representatives, and agents.
- B. Any contractor or consultant engaged by the County for work on the Intersection Improvement Project shall be required to protect, defend, indemnify and hold both the City and County harmless from all claims, demands, causes of action or liability resulting from injury to or death of persons or damage to or loss of property sustained as a consequence of the Intersection Improvement Project and arising from said contractor's operations or as a proximate result of the acts or omissions of the contractor or their employees. Such agreement by the contractor or consultant shall include their indemnification as to any assessment of an

administrative fine or penalty by a governmental entity for a violation of conditions of the permit and authorization related to their actions or failure to act in carrying out their contractual duties. The County shall require the provisions of this section to be included in all contracts between the County and its contractors and consultants for work or services to occur on the Intersection Improvement Project.

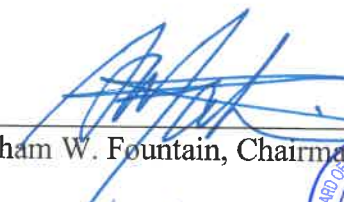
SECTION 21. CONSTRUCTION. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

SECTION 22. FILING. The County and the City are hereby authorized and directed after approval, to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida as provided in Section 163.01 (11), Florida Statutes.

SECTION 23. WAIVER. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

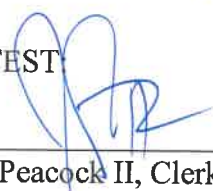
IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year last written below.

OKALOOSA COUNTY, FLORIDA

By: 
Graham W. Fountain, Chairman

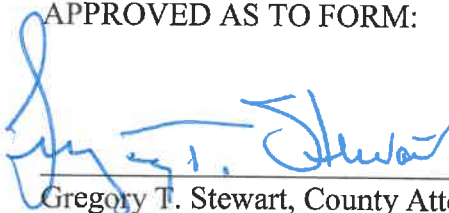
Date: 12/18/2018

ATTEST:


J.D. Peacock II, Clerk



APPROVED AS TO FORM:


Gregory T. Stewart, County Attorney

CITY OF DESTIN, FLORIDA

By: _____
Gary Jarvis, Mayor

Date: _____

ATTEST:

Rey Bailey, Clerk

APPROVED AS TO FORM:

Jeff Burns, City Attorney

TASK ORDER APPROVAL FORM

CONTRACT #: C14-2077-PW
 TASK ORDER #: 09
 TASK ORDER AMOUNT: \$62,750.00 (NOT-TO-EXCEED) | \$25,000 (TIME-AND-MATERIALS)

CONTRACT#: C14-2077-PW
AVCON, INC.
ENG. CONSULTANT SERVICES
EXPIRES: 09/30/2018 W/1 1 YR RENEWAL

OFFERED BY CONSULTANT:

AVCON, INC.

FIRM'S NAME

Virgil C. "Lee" Lewis, P.E.

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

Regional Manager

TITLE

DATE

RECOMMENDED FOR APPROVAL
(Department Director)

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Director
- Between \$25,001 and \$50,000 approved by Purchasing Director and County Administrator
- In excess of \$50,000 approved by the Board.

Jason Autrey, PUBLIC WORKS DIRECTOR

DATE

John Hofstad - COUNTY ADMINISTRATOR

DATE

Jeffrey Hyde - PURCHASING

DATE

Graham Fountain- CHAIRMAN

DATE



TASK ORDER SUMMARY

Professional Consulting Services Okaloosa County Public Works

Task Order No.: 09
AVCON Project No.: 2018.125.01
Date: August 30, 2018

AVCON, INC., a Florida Corporation (hereinafter "CONSULTANT") agrees to perform and complete the following services (hereinafter "Services") for **Okaloosa County Public Works** (hereinafter "COUNTY"), in accordance with the terms and conditions of the Agreement for Consulting Engineering Services (Contract No.: C14-2077-PW), dated October 3, 2013 and last amended August 23, 2017, all of which terms and conditions are incorporated herein by reference.

- 1. Task Location:** Henderson Beach Road / Commons Drive, Okaloosa County, Florida shown in Exhibit "B"
- 2. Task Name:** Henderson Beach Road / Commons Drive Signal and Roadway Improvements
- 3. Task Description:** CONSULTANT shall perform the scope of services specified in Exhibit "A" dated August 30, 2018 and attached hereto.
- 4. Compensation:** For the work performed in accordance with Section III (Tasks 1-3) of the Scope of Services, the CONSULTANT shall be compensated on a Not-to-Exceed basis. For the work performed in accordance with Section III (Tasks 4-5) of the Scope of Services, the CONSULTANT shall be compensated on a Time-and-Materials basis. All tasks shall be individually authorized by the COUNTY prior to the CONSULTANT starting work. The total fee shall not exceed **Eighty-Seven Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$87,750.00)** derived as follows:

Henderson Beach Road / Commons Drive Signal and Roadway Improvements

TASK 1: Survey and Geotechnical Testing	\$8,500.00	(NTE)
TASK 2: Professional Design Phase Services 0-60%	\$28,050.00	(NTE)
TASK 3: Professional Design Phase Services: 60-100%	\$26,200.00	(NTE)
TASK 4: Bid Phase Services	\$10,000.00	(T&M)
TASK 5: Construction Phase Services	\$ 15,000.00	(T&M)

TOTAL BUDGET: **\$87,750.00**

Progress payments for the COUNTY authorized tasks shall be made as work is completed.

**EXHIBIT "A": SCOPE OF SERVICES
AVCON, INC.**

**The Henderson Beach Road / Commons Drive Intersection
Signal and Roadway Improvements
August 30, 2018**

I. BACKGROUND

The Henderson Beach Road / Commons Drive Intersection lies within the City of Destin, Okaloosa County, Florida. Henderson Beach Road and Commons Drive are roadways maintained by Okaloosa County within the city limits of the City of Destin, Florida. Okaloosa County Public Works recently added the signalization of the Henderson Beach/Commons Drive intersection to the Okaloosa County Public Works' Capital Improvement Plan. The proposed scope of services includes the design associated with signalizing the intersection and the roadway modifications required to extend the turn lanes, mark the intersection, and pedestrian improvements. The scope of work will include the following design elements:

- New mast arm signals at Henderson Beach Road and Commons Drive are proposed for this intersection.
- Roadway turn lanes will be adjusted/extended as needed to accommodate signalization.
- The intersection improvement will require the intersection to be milled/overlaid to accommodate the turn-lane adjustments/lane configurations.
- Pedestrian crosswalks and detectors will be provided for all legs of the intersection.

The design and construction shall adhere to appropriate City of Destin, Okaloosa County standards, and Florida Department of Transportation (FDOT) guidelines. In addition to the local and state guidelines, the FDOT Design Manual, the Manual of Uniform Minimum Standards for Design (MUTCD), and the minimum requirements of design set forth by the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook) shall also be used as design guidelines.

II. PURPOSE

This scope of services describes professional design services to be performed by AVCON, INC. ("CONSULTANT") to facilitate construction of the signal and roadway improvements at the Henderson Beach Road / Commons Drive Intersection. The project location is shown in Exhibit "B".

III. SCOPE

The following elements describe the tasks associated with the alternatives analysis, design, and permitting scope of work.

TASK 1: SURVEY & GEOTECHNICAL TESTING

Task 1 includes professional services associated with the survey and geotechnical testing for the proposed signal and roadway improvements. The task shall include completing a topographic survey of the existing Henderson Beach Road and Commons Drive right-of-way. Geotechnical testing shall include soil borings to determine the seasonal high groundwater table, normal low water levels, normal highwater levels and any other characteristics of the soils that need to be determined to provide structural parameters for mast arm foundation design.

TASK 2: PROFESSIONAL DESIGN PHASE SERVICES—0-60% DESIGN

Task 2 will include the development of the design plans for the signalized intersection and turn-lane improvements to a 60% design level. It is anticipated the FDOT Specifications for Road & Bridge Construction, latest edition, will serve as the basis for specifications. No additional technical specifications are anticipated.

- 2.1 Okaloosa County Coordination:** CONSULTANT shall attend up to three (3) meetings with Okaloosa County to review the design assumptions and project design criteria throughout the 0-60% design phase.
- 2.2 Utility Provider Coordination:** CONSULTANT shall coordinate with the utility providers with utilities located within the Henderson Beach Road and Commons Drive rights-of-way. This coordination shall include but is not limited to Destin Water Users, Gulf Power, Okaloosa Gas, and location communication providers.
- 2.3 Prepare 15% Conceptual Design Plan:** Consultant shall prepare a 15% conceptual design plan for the COUNTY staff to review prior to proceeding with final design.
- 2.4 Prepare 60% Construction Drawings:** CONSULTANT shall prepare 60% design development drawings for coordination with COUNTY staff:
- | | |
|-------------------------------------|--------------------------------|
| - Cover Sheet | - Roadway Plans |
| - Summary of Pay Items & Quantities | - Signing and Marking Plans |
| - Roadway General Notes | - Signalization Plans |
| - Signing and Marking Notes | - Signalization Details |
| - Signalization Notes | - Structures Details |
| - ITS Interconnect Plans | - Maintenance of Traffic Plans |

- 2.5 Address/Incorporate Review Comments:** Address 60% review comments from Okaloosa County Public Works staff.

TASK 3: PROFESSIONAL DESIGN PHASE SERVICES—60-100% DESIGN

Task 3 includes the final development of the design plans implementing the signalized intersection and roadway improvements.

- 3.1 Prepare 100% Construction Documents:** CONSULTANT shall prepare 100% design development drawings for coordination with COUNTY staff:
- | | |
|-------------------------------------|-----------------------------|
| - Cover Sheet | - ITS Interconnect Plans |
| - Summary of Pay Items & Quantities | - Roadway Plans |
| - Roadway General Notes | - Signing and Marking Plans |
| - Signing and Marking Notes | - Signalization Plans |
| - Signalization Notes | - Signalization Details |
| | - Structures Details |

- Maintenance of Traffic Plans

Design documents shall provide a detailed description which includes all elements required to construct signal and roadway improvements. The 100% design documents shall include timelines for the completion of the construction.

- 3.2 Technical Specifications and Bid Schedule:** The CONSULTANT shall prepare technical specification in accordance with the most recent version of the FDOT Standard Specifications for Road and Bridge Construction. The CONSULTANT shall also prepare the bid schedule to be included with the County provided front end documents.
- 3.3 Prepare Estimated Engineer's Opinion of Probable Cost:** CONSULTANT shall provide an engineer's opinion of recommended project phasing and budgets. Budgets shall detail the probable construction costs, professional services costs, and recommended contingencies for the proposed signal and roadway improvements.
- 3.4 Address/Incorporate Review Comments:** Address 100% review comments from Okaloosa County Public Works staff.

TASK 4: BID PHASE SERVICES

Task 4 includes bid phase services.

- 4.1 Prepare Bid Documents and Specifications:** CONSULTANT shall prepare and submit bid documents and specifications that incorporate review comments to serve as the "Release for Bid" construction drawings and technical specifications. Assumes the COUNTY will provide the front-end documents. A total of five sets of bid documents and specifications shall be provided to the COUNTY.
- 4.2 Attend Pre-Bid Conference:** CONSULTANT shall prepare materials and attend the Pre-Bid Conference to discuss the scope of the project, specific project issues, specific construction features, operational phasing, special construction limitations, the schedules for the work, liquidated damages and other requirements for bidding.
- 4.3 Prepare Addenda:** The CONSULTANT shall prepare and issue addenda as required during the bid phase to clarify or modify bid documents.
- 4.4 Attend Bid Opening:** CONSULTANT shall attend the bid opening for the project in the COUNTY offices at a date and time to be determined.
- 4.5 Review Bids and Prepare Bid Tabulation:** Upon receipt of bid proposals from the COUNTY, CONSULTANT shall prepare a tabulation of bids. The CONSULTANT shall prepare a written bid evaluation and provide a recommendation of award. The CONSULTANT shall identify and recommend rejection of any and all bids that are either non-responsive or non-responsible and shall otherwise assist the COUNTY in selecting a contractor who submitted the lowest and responsive bid. The COUNTY is responsible for final selection and contract award.

- 4.6 **Prepare Recommendation for Award:** The CONSULTANT shall prepare a recommendation for award as required during the bid phase.
- 4.7 **Coordinate Agreement and Prepare Conformed Documents:** CONSULTANT shall coordinate agreement with the contractor and prepare the conformed documents which constitute the construction contract between the contractor and Okaloosa COUNTY.

TASK 5: CONSTRUCTION PHASE SERVICES

Task 5 includes general construction phase services to include contractor coordination, site visits, pay request review, and shop drawing review, and other construction administration services described below.

- 5.1 **Coordinate with Contractor/ COUNTY:** CONSULTANT shall coordinate with the COUNTY, and Contractor to establish schedule of work, pay applications, and other items during construction.
- 5.2 **Participate in Pre-Construction Meeting:** CONSULTANT shall coordinate and participate in a pre-construction meeting with the COUNTY, Contractor, and the City of Destin to review project work elements, schedule, phasing, safety, contractual items, and other issues pertaining to successful performance of the project. CONSULTANT shall prepare and distribute written minutes of the meeting.
- 5.3 **Participate in six (6) on-site visits during construction to review work:** CONSULTANT shall make up to six (6) site visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. CONSULTANT will not be required to make extensive and continuous on-site inspections to check the quality or quantity of work and CONSULTANT will not be responsible for the means, methods, techniques, sequences or procedures of the construction selected by the Contractor(s), or the safety precautions and programs incidental to the work of the Contractor(s). CONSULTANT's efforts will be directed toward providing assurance for the COUNTY that the completed project will generally conform to the Contract Documents. During such visits and on the basis of on-site observations, CONSULTANT shall keep the COUNTY informed of the progress of the work, shall endeavor to guard the COUNTY against defects and deficiencies on the work of Contractor(s) and may disapprove or reject work as failing to conform to the Contract Documents.
- 5.4 **Review Contractor Shop Drawings:** CONSULTANT shall review and process shop drawings and other submissions as to conformance with design concept and construction documents.
- 5.5 **Review Contractor Pay Applications:** CONSULTANT shall review and process the Contractor applications for payment and recommend to the COUNTY construction payments based upon properly completed construction.

- 5.6 **Coordinate Requests for Information (RFIs) with Contractor:** CONSULTANT shall respond to Requests for Information or other questions by contractor during the construction phase.
- 5.7 **Participate in substantial completion inspection:** CONSULTANT shall attend the Substantial Completion inspection to verify the general conformance of the construction and to identify any deficiencies to be included in a project punch-list. CONSULTANT shall coordinate with regulatory agencies to invite their participation in the inspection.
- 5.8 **Administer punch-list:** CONSULTANT shall coordinate with the Contractor to facilitate completion of identified punch-list items by the Contractor. CONSULTANT shall administer the punch-list through project completion.
- 5.9 **Participate in Final Completion walk-thru:** CONSULTANT shall attend a final inspection walk-thru of the construction upon completion of the identified punch-list items in order to verify completeness of work and to determine acceptance of the constructed work. The work shall include an evaluation to determine whether the work items satisfy the contract requirements and shall include the issuance of a notice of completion/acceptance.
- 5.10 **Prepare record drawings/close-out documents:** CONSULTANT shall prepare and provide three sets of drawings and one set of electronic files in AutoCAD format reflecting the installation and construction of the work features as constructed on site. Drawings shall be stamped "Record Drawings."

Deliverable(s):

1. Three (3) Signed and Sealed Original Plan Sets (Full Size- 22"x34")
2. Three (3) Signed and Sealed Original Technical Specifications
3. One (1) PDF File
4. One (1) Digital File in DWG (CADD format) in State-Plan (FL North) coordinates

IV. PROJECT SCHEDULE

The anticipated design schedule for the work is two (2) months from the project NTP:

- | | |
|---|-----------------|
| • Preliminary Design (Tasks 1): | 1 month |
| • Final Design, Construction Phasing
And Opinion of Probable Cost (Tasks 2 & 3): | <u>1 month*</u> |
| Total: | 2 months |

**Schedule starts upon receiving the authorization from the COUNTY to proceed with Task 2 of the scope of work.*

V. DELIVERABLES

The CONSULTANT shall submit a final copy of the documents specified below and necessary supporting documentation, with a summary of all contract scope of work changes, if any:

1. 15% Conceptual Design Plan
2. 60% Design Documents (construction drawings, cost estimate)
3. 100% Design Documents (construction drawings, cost estimate)

VI. ASSUMPTIONS AND EXCLUSIONS

Additional services may be added to this contract during the course of work based upon agreed Not-to-Exceed fees. No work shall be undertaken in accordance with any additional service tasks without the written authorization of the Owner.

The following assumptions and exclusions apply to this scope of work:

1. All job-related travel, job-related reprographic costs and supplies, interim review document printing, telephone charges, mail and express mail services, and printing and plotting costs associated with the design services shall be included in the not-to-exceed fee (Tasks 1-3).
2. All job-related travel, job-related reprographic costs and supplies, interim review document printing, telephone charges, mail and express mail services, and printing and plotting costs associated with the bid and construction phase services shall be at the actual expenses incurred for the time-and-material Tasks 4 and 5.
3. All permitting fees shall be the responsibility of Okaloosa County Public Works.
4. Okaloosa County shall provide front-end contracts, certification forms, general provisions and other conditions to be included for bidding.

END OF EXHIBIT "A"



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 7, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

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

FROM: Webb Warren, IS & Process Manager

DATE: January 2, 2019

SUBJECT: Financial System (MUNIS) Continuing Services/Licensing and Support Renewal for 2019

I. BACKGROUND: The City of Destin has used our Tyler Technologies MUNIS accounting system for over 14 years. This system handles HR functions, business licenses, payroll, PO's, project accounting and other general financial processes and support cannot be outsourced to another company.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives: Service Excellence

B. Effect on Budget (EOB): Total cost of \$23,374.22 and is budgeted in the FY 2019 Budget.

C. Level of Service (LOS): Maintain or enhance our level of service

III. CONCLUSION: Licensing and support for MUNIS is critical for the operations of our payroll, business licenses, project accounting software and all other general financial processes. MUNIS is essential for city operations.

IV. RECOMMENDED MOTION: I move that the City Council approve the 2019 renewal for services with Tyler Technologies for 2019.

Attachments:

1. TTech2019



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-245609	12/01/2018	1 of 2

Empowering people who serve the public®

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com



Bill To: CITY OF DESTIN
ATTN: ACCOUNTING
4200 TWO TREES ROAD
DESTIN, FL 32541

Ship To: CITY OF DESTIN
ATTN: ACCOUNTING
4200 TWO TREES ROAD
DESTIN, FL 32541

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1131	113100		USD	NET30	12/31/2018

Date	Description	Units	Rate	Extended Price
Contract No.: DESTIN, FL				
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	3,717.27	3,717.27
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	1,244.03	1,244.03
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	1,066.73	1,066.73
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	1,422.80	1,422.80
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	533.37	533.37
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	2,489.52	2,489.52
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	SUPPORT & UPDATE LICENSING - INVENTORY	1	1,422.80	1,422.80
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	889.46	889.46
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	SUPPORT & UPDATE LICENSING - PAYROLL	1	3,749.79	3,749.79
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	1,066.73	1,066.73
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	1,422.80	1,422.80
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	889.46	889.46
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT	1	889.46	889.46
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	MUNIS GUI SITE LICENSE SUPPORT	1	950.00	950.00
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-245609	12/01/2018	2 of 2

Empowering people who serve the public®

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF DESTIN
ATTN: ACCOUNTING
4200 TWO TREES ROAD
DESTIN, FL 32541

Ship To: CITY OF DESTIN
ATTN: ACCOUNTING
4200 TWO TREES ROAD
DESTIN, FL 32541

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1131	113100		USD	NET30	12/31/2018

Date	Description	Units	Rate	Extended Price
------	-------------	-------	------	----------------

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal 21,754.22

Sales Tax 0.00

Invoice Total 21,754.22



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-245610	12/01/2018	1 of 1

Empowering people who serve the public®

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com



Bill To: CITY OF DESTIN
ATTN: ACCOUNTING
4200 TWO TREES ROAD
DESTIN, FL 32541

Ship To: CITY OF DESTIN
ATTN: ACCOUNTING
4200 TWO TREES ROAD
DESTIN, FL 32541

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1131	116129		USD	NET30	12/31/2018

Date	Description	Units	Rate	Extended Price
Contract No.: DESTIN, FL				
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE	1	1,620.00	1,620.00
Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019				

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	1,620.00
Sales Tax	0.00
Invoice Total	1,620.00

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 7, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Separation Agreement

I. BACKGROUND: Seeking Council's approval to execute the separation agreement between the City and Mr. Schmidt.

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to authorize the Mayor and City Manager to execute the separation agreement between the City and Mr. Steven R. Schmidt as presented.

Attachments:

1. Final 2018-12-20 City of Destin-SS --
SepAgreement rev. 2 redline -- RAP-
KB-LJ edit

**SEPARATION AGREEMENT
AND MUTUAL GENERAL RELEASES**

THIS SEPARATION AGREEMENT AND MUTUAL GENERAL RELEASES (hereinafter "Agreement") are made and entered into by and between Steven R. Schmidt (hereinafter referred to as "Employee") and the City of Destin, Florida, its elected officials, administrators, and employees (hereinafter collectively referred to as "Employer"). This Agreement is strictly conditioned upon approval of this Agreement by the City Council of the City of Destin, Florida, and will not be in force and effect until the date of the City Council's approval. Employee and Employer will be referred to collectively as "Parties" where appropriate in this Agreement.

WHEREAS, Employee has been employed by Employer since July 17, 2007 ("Employment");

WHEREAS, Employer and Employee have decided and mutually agreed to terminate the Employment under the terms and condition of this Agreement; and

WHEREAS, Employee and Employer desire to mutually settle fully and finally all outstanding matters between them, including, but in no way limited to, any outstanding or future civil or administrative matters that exist or may arise out of (1) Employee's Employment with Employer or (2) the termination of that Employment;

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, it is agreed as follows:

1. This Agreement shall not in any way be construed as an admission by either of the Parties that a Party has acted wrongfully with respect to the other Party in connection with Employee's Employment, or the termination thereof.

2. Upon expiration of the 7-day revocation period without any revocation of this Agreement by Employee as set forth under Section 11(d) of this Agreement, Employee's Employment shall be deemed terminated as of January 7, 2019 (hereinafter "Separation Date"), which shall be the date that the City Council affirmatively votes on a motion directing the execution of this Agreement by the Mayor and City Manager. Employee and Employer agree that the Employee will not perform any duties for Employer or use Employer's offices after the Separation Date.

3. Mutual Releases.

Employer, for this entire Agreement, is defined to include but is not limited to, Employer's current and former: employees, agents, administrators, attorneys, representatives, ~~contractors~~, City Council members, Mayors, or any of the aforementioned individual's successors and assigns.

(a) Employee's Release.

(1) Employee hereby knowingly and voluntarily releases, waives, and forever discharges any and all claims, rights, demands, actions, or causes of actions, of any kind whatsoever, known or unknown, foreseen or unforeseen, foreseeable, or unforeseeable, and any consequences thereof, which he has or may have against the Employer from the beginning of the world until the date of this Agreement becomes effective, including, but not limited to, any claim(s) under or related to:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- The Florida Civil Rights Act of 1992;
- Sections 1981-1988 of Title 42, United States Code;
- The Constitutions of the United States and the State of Florida;
- Florida wage and hour laws;
- The Age Discrimination in Employment Act;
- Florida and federal whistle-blower laws, including § 112.3187, Florida Statutes;
- The Internal Revenue Code, to the extent permitted by law;
- The Rehabilitation Act;
- The Immigration Reform and Control Act of 1986;
- The Americans with Disabilities Act of 1990;
- The Equal Pay Act of 1963;
- The City's employment policies, manuals, or memorandums;
- Any and all claims for hostile work environment;
- The Family and Medical Leave Act of 1993;
- Any provision found in any other federal, state, or local civil or human rights law or any other federal, state statute, or local law, regulation, or ordinance; or
- Any contract theory.
- Any cause of action based in common law, including but not limited to, actions in contract or tort, negligent or intentional; and any claim based on or related to any instrument, agreement, or document entered into by or between the Parties or their successors and assigns.

Nothing in this Section 3(a)(1) of this Agreement is intended to release, discharge, or waive and expressly does not release, discharge, or waive: (A) Employee's COBRA continuation rights as provided by law; and (B) Employee's vested interests and rights in pension benefit accounts under Employer's ICMA 457 Investment Plan and in Employee's Thrift Plan accounts, as may be applicable to him.

(2) Employee also acknowledges and agrees that this release and waiver bars any claim or demand for damages, costs, fees, or other expenses, including attorneys' fees, incurred in connection with his Employment with Employer. Employee understands that this release and the foregoing list of causes of action that have been waived is meant to be illustrative rather than exhaustive, and understands and acknowledges that he is waiving and releasing Employer from any and all causes of action of any nature whatsoever. It is Employee's intention

to fully, finally, and forever resolve and release any and all disputes he may have or believe himself to have against Employer with respect to any alleged acts occurring before the effective date of this Agreement, whether those disputes presently are known or unknown, suspected or unsuspected.

(3) Employee represents and agrees that he will not hereinafter pursue, initiate, assign, or cause to be instituted any dispute released herein against Employer, nor shall he be allowed to assign or have anyone institute any dispute released herein against Employer, and furthermore Employee represents that he has not heretofore assigned or transferred, or purported to have assigned or transferred, to any entity or person, any dispute released by him herein.

(b) Employer's Release.

(1) Employer does hereby unconditionally, fully, and finally release and discharge Employee and his heirs, representatives, attorneys, and agents from any and all duties, claims, rights, complaints, charges, damages, costs, expenses, attorney's fees, debts, demands, actions, obligations, liabilities, and causes of action of any and every kind, nature, and character whatsoever, whether known or unknown; whether foreseen or unforeseen; whether arising out of contract tort, statute, constitutional provision, settlement, equity or otherwise; whether fixed, liquidated, or contingent that Employer has, had, or may have against Employee and his heirs, representatives, attorneys, and agents, based on any act or omission concerning any matter, cause, or thing arising prior to the date of this Agreement and up through the time of this Agreement's execution. The aforementioned claims shall collectively be referred to as "Employer's Released Claims" throughout the remainder of this Agreement.

(2) Employer's Released Claims also include any cause of action based in common law, including but not limited to, actions in contract or tort, negligent or intentional; and any claim based on or related to any instrument, agreement, or document entered into by or between the Parties.

(3) Employer also acknowledges and agrees that this release and waiver bars any claim or demand for damages, costs, fees, or other expenses, including attorneys' fees, incurred in connection with Employee's Employment with Employer. Employer understands that this release is meant to be illustrative rather than exhaustive, and understands and acknowledges that Employer is waiving and releasing Employee from any and all causes of action of any nature whatsoever. It is Employer's intention to fully, finally, and forever resolve and release any and all disputes Employer may have or believes to have against Employee with respect to any alleged acts occurring before the effective date of this Agreement, whether those disputes presently are known or unknown, suspected or unsuspected.

(4) Employer represents and agrees that Employer will not hereinafter pursue, initiate, or cause to be instituted any dispute released herein against Employee or have anyone institute any dispute released herein against Employee, and represents that Employer has not heretofore assigned or transferred, or purported to have assigned or transferred, to any entity or person, any dispute released by Employer herein.

4. As consideration for the release of claims by Employee in this Agreement, and upon

expiration of the 7-day revocation period set forth in Section 11(d) of this Agreement, Employer will undertake and accomplish the following actions:

(a) Employer will pay Employee the balance of his current salary up to the Separation Date, less applicable legal withholding and tax deductions.

(b) Employer will pay to Employee a severance benefit equal to twenty (20) weeks of pay at the rate of Employee's now current salary, less applicable legal withholding and tax deductions. The twenty (20) weeks of severance pay are also consideration for the Employee's agreement not to accept, for a period of six (6) months from the Separation Date of Employee's Employment with Employer, any employment or contract for services that is to be performed for Employer within the City of Destin city limits for any project, job, or work on which Employee worked while employed by Employer,.

(c) Employee will remain from the Separation Date until January 31, 2019, on the Employer's health, dental, and vision care insurance plans and policies and receive the benefits therefrom as he recieved while employed with Employer in accordance with the terms of those plans and policies. For the period from February 1, 2019, through either May 31, 2019, or until Employee secures employment with an employer who offers and provides health, dental, and vision care insurance benefits to him, whichever occurs first, Employer will pay or reimburse Employee for the COBRA premiums to be paid for his COBRA continuation of insurance coverage for his health, dental, and vision care and benefits.

(d) Employee will retain his vested interests and rights in the Employer's ICMA 457 Investment Plan and Employee's Thrift Plan accounts. Employer will provide Employee with any assistance needed for, among other things, the Employee's retention, management, and transfers, applicable, of his pension plan and Thrift Plan accounts.

(e) Employer will pay to Employee the value of his paid vacation leave hours balance that has accrued, but is unused as of December 31, 2018, with all such amounts being subject to applicable legal withholding and tax deductions.

5. The Parties: shall not undertake any disparaging conduct directed at each other; shall refrain from making or publishing any negative, derogatory, or defamatory statements or communications concerning each other; and shall not make any comments that unlawfully defame or disparage each or that will interfere with the existing or prospective business, operations, employment, or other relationships of each other.

6. If any part of any provision of this Agreement or any other agreement, document, or writing given pursuant to or in connection with this Agreement shall be determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, that part shall be ineffective to the extent of such invalidity or unenforceable only, without in any way affecting the remaining provisions of this Agreement.

7. The laws of the State of Florida shall govern the contractual effect, intent, and construction of this Settlement Agreement and Mutual General Releases.

8. Any lawsuit brought to construe this subsection shall be brought in Okaloosa County, Florida, and shall be construed under the laws of the State of Florida.

9. JURY TRIAL WAIVER: THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO A JURY REGARDING ANY LAWSUIT BROUGHT IN RELATION TO THIS AGREEMENT, OR ALSO IN RELATION TO ANY ACTION OR FAILURE TO ACT BY EITHER OF THE PARTIES FOR ANYTHING THAT OCCURRED DURING THE EMPLOYEE'S EMPLOYMENT WITH EMPLOYER. THE PARTIES AGREE THAT ANY LAWSUIT BETWEEN THEM SHALL BE TRIED BY A JUDGE (BENCH TRIAL).

10. Confidential Information.

(a) "Confidential Information" for purposes of this Section 10 shall be defined as any information, in any format, (i) that Employee learned of, generated, received, or collaborated on while employed by Employer; (ii) that is for the use of the Employer or has been used for its public purposes and in its public works; (iii) that provides the Employer a public purpose advantage or an opportunity to obtain a public purpose advantage over those who do not know or use such information; and (iv) for which Employer has taken measures to protect the confidentiality of the information and prevent it from becoming available to persons other than those authorized by Employer to have access to that information. Notwithstanding the provisions of this Section 10(a), however, any information for which access or disclosure has been given and/or permitted to persons and any member of the general public, in any format, either at a public meeting, in response to a public records request, or as may be required under Article 1, Section 24, Florida Constitution, and Chapters 119 and 286, Florida Statutes, shall be deemed to be excepted from this definition of "Confidential Information."

(b) Restrictions on Employee's Disclosure of Confidential Information:

(i) Upon execution of this Agreement, Employee shall not disclose any Confidential Information he has learned through and during his official position with Employer if the Confidential Information pertains to any work or task Employee performed for Employer during his Employment that was completed within two (2) years before the execution of this Agreement.

(ii) Employee hereby warrants that he has not and will not disclose any Confidential Information to any third parties up to and through the effective date of this Agreement.

(iii) To the extent that the Confidential Information relates to any items on which Employee has worked for Employer and that, as of the Separation Date, is not fully completed, is not completely funded, is being redesigned, or will require future votes of the City Council to complete, then Employee shall keep confidential and not disclose any such Confidential Information he has learned through his official position with Employer for a period of two (2) years after execution of this Agreement, unless, during that period, such information no longer

constitutes Confidential Information or is no longer treated by Employer as Confidential Information under this Section 10.

(iv) These non-disclosure restrictions on Confidential Information in this Section 10(b) of this Agreement shall not apply to any Confidential Information that is required to be produced or disclosed pursuant to a subpoena, a court order, or otherwise under the law.

(v) A breach of this Section 10(b) by Employee shall entitle the Employer to seek full recovery for any moneys paid to Employee pursuant to this Agreement.

11. Employee, by his signature below represents and acknowledges that:

(a) Employee agrees to return to Employer all documents, information, data, keys, credit cards, computer discs and files, and any other property of Employer issued to or otherwise in Employee's possession on or before the Separation Date; however, Employee will be allowed to keep and transfer to his personal cell phone the cell phone number he has been using on the business cell phone issued by Employer, which business cell phone Employee is returning to Employer.

(b) Employee has been advised to discuss this Agreement with an attorney and that Employee may take twenty-one (21) days to review this Agreement and that if Employee does not advise Employer of acceptance or rejection of the terms contained herein by signing this Agreement by the end of that period, this Agreement will become null and void and Employee will not be entitled to any of the consideration offered under this Agreement;

(c) Employee has carefully read and fully understands all of the provisions of this Agreement, has discussed the Agreement with his attorney, and is now voluntarily entering into this Agreement;

(d) After carefully considering this matter, Employee has freely, knowingly, and voluntarily decided to sign this Agreement in order to get the consideration being offered by Employer. Employee also understands that he has seven (7) days after this Agreement has been approved by the City Council of the City of Destin, Florida, and has been signed by Employee and Employer to change his mind and revoke this Agreement. Employee understands that this Agreement is not effective and that he will not receive any of the consideration offered by Employer until after this seven-day revocation period expires. Employee also understands that if he changes his mind and revokes this Agreement, he will not be entitled to the consideration that he would not otherwise receive but for the terms of this Agreement. Employee understands that if he desires to cancel or revoke this Agreement, he must provide written notice to the City Manager of the City of Destin, Florida, at Employer's place of business on or before the close of business on the seventh day of the revocation period. Further, Employee understands that by accepting the consideration made available to him under the terms of this Agreement, he will be further demonstrating that he does not want to cancel or revoke this Agreement.

Steven R. Schmidt

Date: _____

Lance Johnson, City Manager

Date: _____

Approved as to Form:

Kyle S. Bauman, Esquire
City Attorney

Adopted and Approved by the City Council of the City of Destin on this _____ day of _____.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

First Name	James
Last Name	Foreman
Home Address	316 Spanish Moss Trail
City	Destin
State	Florida
Zip	32541
Phone	850 621 4267
Email	<u>jamesrforeman@netscape.net</u>
Business Name	<i>Field not completed.</i>
Business Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Brief description of education and experience:	On file
How long have you lived in Destin?	35 years
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No

If you have been convicted of a felony, please explain and provide date(s). *Field not completed.*

List any city boards or committees you are currently a member of. Town Center CRA

Select the board or committee you are interested in serving on. Board of Adjustment

List your qualifications to serve on the selected board or committee. Previous member

What do you consider the purpose of this board/committee to be? To consider exceptions to land use

What would you like to see this board/committee accomplish? Consider each application

If you have discussed this application with any member(s) of the Destin City Council, please identify them. Skip Overdier

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature Electronic Signature Verification

Date 12/17/2018

Email not displaying correctly? [View it in your browser.](#)

EAST PASS EMERGENCY NAVIGATION CHANNEL DREDGING AND HOLIDAY ISLE BEACH RESTORATION PROJECT
DESTIN, FLORIDA

