

**REGULAR MEETING
DESTIN CITY COUNCIL
AUGUST 21, 2023
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Stewardship*****

CALL TO ORDER

*** INVOCATION**

PLEDGE OF ALLEGIANCE

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

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

A. Suicide Prevention Proclamation

2. PUBLIC COMMENTS (Section 5 - Public Hearings has separate public comments time for these items) (Note: Individual speakers will be limited to 3 minutes. At the discretion of the mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)

3. * CONSENT AGENDA**

A. Operations Financial Report

B. Capital Project Status

C. Resolution 23-17:

A resolution of the city council of the City of Destin, Florida, supporting U.S. House Representative Matt Gaetz; supporting diversity; supporting the local economy and supporting local businesses; agreeing with U.S. Representative Matt Gaetz that improving safety and responsible commerce on Crab island is best done in partnership with local communities; directing the city clerk to forward the resolution pursuant to section 4; and providing for an effective date.

D. Replacement of four HVAC systems, City Hall, emergency purchase

E. Reimbursement to Mayor Bobby Wagner for expenses incurred while attending the Florida League of Cities Annual Conference in Orlando, Florida, from August 9 - 12, 2023.

F. Resolution 23-16 Financial Institution Signature Authority

G. City of Destin Vulnerability Assessment DEP Grant Agreement 23LN64

H. Offboarding Policy

(July 17, 2023: Councilmember Schmidt moved to direct the City Manager to draft a policy with regards to access by terminated employees to IT systems software, seconded by Councilmember Hebert, and bring it back for council's review and approval passed 7-0).

I. Approval of minutes of August 7, 2023 Council Executive Session

J. Minutes of Boards and Committees

4. CITY MANAGER REPORTS

- A. Paid Parking Presentation
(March 6, 2023: Motion by Councilmember Schmidt, seconded by Councilmember King, to direct the City Manager to present a paid parking revenue report to the council in August 2023 passed 5-1, with Councilmember Destin dissenting).
- B. Undergrounding Overhead Utilities - Update Presentation
- C. City Manager Annual Evaluation Report
- D. City Marina Presentation for Discussion
- E. Minimum Stormwater Management Systems Requirements (Definition of Vegetation)
- F. Net Positive Environmental Benefit Fee – LDC 11.05.02.N
- G. Pickleball
(July 17, 2023: Direct the City Manager and City Attorney to work out all the details as part of the interlocal agreement involved with the Destin Aquatic Center option by the second city council meeting in August, at which time the council will make the final decision; seconded by Councilmember Hebert. Motion passed 7-0.)
- H. Announcements

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 23-10-LC, amending Article 7 - Zoning and Regulatory Controls of the Land Development code; changing the list of permitted conditional and prohibited uses to include Luxury Motor Home Resorts as a Conditional Use in the Town Center Mixed Use (TCMU) zoning district; amending Table 7-2, Table of Allowable Uses; including conditions and criteria for approval.
- B. First reading of Ordinance 23-11-CC, amending Chapter 13 of the Code of Ordinances Section 13-40 Schedule of Fees, to remove the fees listed and add language that defers and fees to be charged to the Resolution of Fees.

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

- A. Councilmember Sweetser
- B. Councilmember Geile
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Wagner
- I. City Attorney

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

8. ADJOURN

* Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation

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

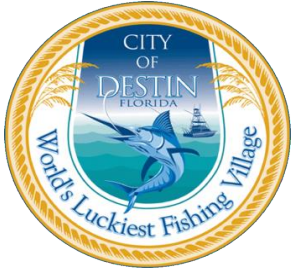
****** To be placed on the agenda under public presentations, citizens must contact the City Manager or City Clerk's office one (1) week prior to the scheduled City Council Meeting, completing a Speakers Request Form and providing any accompanying documentation as requested in the form's instructions.

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

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

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

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



City of Destin

Proclamation

National Suicide Prevention & Action Month

WHEREAS, with September being recognized as "Suicide Awareness Month," the National Suicide Prevention & Action Month Proclamation was created to raise the visibility of mental health and proactive suicide prevention resources in our community. We also want to start the conversation, destigmatize it, and help connect people with the appropriate support services; and

WHEREAS, according to the American Foundation for Suicide Prevention, suicide is the second leading cause of death among individuals between the ages 10 and 34 with more than 48,000 people dying by suicide annually in the United States; and

WHEREAS, according to Hope For The Day, with an average of 132 suicides completed daily and each one directly impacting 100 additional people, including friends, service members, family, social media connections, and neighbors we can safely assume everyone has been impacted by suicide; and

WHEREAS, the City of Destin publicly places its full support behind those who work in the field of mental health, education, and law enforcement; and

WHEREAS, The Tatissa Zunguze Foundation For Suicide Prevention (<https://thetatissafoundation.org>) envisions a world free from the social stigmas surrounding mental health. To that end, as part of its efforts, the Foundation has established the **Okaloosa Suicide Prevention and Support (SPS)** group – in recognition of the need for broader outreach and suicide prevention activities, and is dedicated to raising awareness about suicide and its effects to everyone in the county; and

WHEREAS, we encourage all residents to take time to understand mental health through education and recognize that we need to take care of our mental health while we take care of each other.

NOW, THEREFORE, be it resolved that I, Mayor Bobby Wagner, on behalf of the Destin City Council, do hereby proclaim the month of September 2023 as National Suicide Prevention & Action Month in the City of Destin and encourage all citizens to join together in the community in any way that is personally meaningful.

SO DONE THIS 21ST DAY OF AUGUST 2023

By:

Bobby Wagner, Mayor

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 21, 2023

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: August 14, 2023

SUBJECT: Operations Financial Report

I. BACKGROUND: This item is informational only.

II. DISCUSSION: Year-to-date budget versus actuals shall be provided to Council within forty-five days of the month end. Governmental funds are accounted for on a modified accrual basis, which excludes long-term assets and liabilities.

Highlights of the period ending 06/30/2023:

At the end of June we are 75% of the way through Fiscal Year 2023, which is October 1 - September 30, 2023

101% of Ad Valorem (property) taxes have been received

We have expended 61% of the Operating Budget

We have expended 40% of the Capital Budget

The net change in total fund balance is a year-to-date increase of \$8.7 million (\$1.7 million net expenditures plus \$7 million funds borrowed from TDC for Tarpon Beach purchase)

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

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

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Item is informational only.

Attachments:

1. 2023p09 June YTD Actual TREND

CITY OF DESTIN
Actuals 10/01/2022 - 06/30/2023

SUMMARY ALL FUNDS	FY2023	FY2023	FY2023	FY2023	FY2023
	ADOPTED BUDGET*	YTD Actuals	ENCUMBRAN CES	PROJECTION	AVAILABLE BUDGET
Ad Valorem Taxes	\$ 10,691,777	\$ 10,789,359		\$ 10,790,617	\$ (97,582)
Tax Increment Financing (TIF)	1,597,791	1,592,119		1,592,119	5,672
Delinquent Ad Valorem Taxes	5,000	69,130		69,130	(64,130)
Sales and Use Taxes	3,565,731	2,594,958		3,709,641	970,773
Licenses and Permits	4,938,550	4,051,681		5,816,427	886,869
Impact Fees	105,500	357,250		428,046	(251,750)
Intergovernmental	24,605,770	12,828,796		17,214,548	11,776,973
Charges for services	906,500	907,243		1,268,832	(743)
Fines and Forfeitures	71,500	73,398		90,781	(1,898)
Investment Income	243,369	345,995		413,911	(102,626)
Contributions	3,766	4,071		4,071	(306)
Miscellaneous income	3,601	34,845		34,845	(31,244)
TOTAL REVENUES	46,738,854	33,648,845	-	41,432,968	13,090,009
<i>check figures:</i>	<i>46,738,854</i>	<i>33,648,845</i>	<i>-</i>	<i>41,432,968</i>	<i>13,090,009</i>
General Government	4,872,036	2,537,468	207,618	3,809,793	2,126,950
Public Safety	4,837,837	3,222,725	753,011	4,591,481	862,101
Physical Environment	335,296	177,698	32,410	280,946	125,188
Transportation	2,084,112	1,447,952	81,894	2,154,104	554,265
Economic Environment	356,856	174,308	129,666	330,756	52,882
Health & Human Services	90,085	33,633	35,915	78,548	20,537
Culture and Recreation	4,452,820	2,721,542	83,843	3,917,976	1,647,434
Capital Outlay	49,907,679	19,807,436	4,085,601	26,801,843	26,014,641
Debt Service	3,355,098	1,767,539	-	3,341,687	1,587,559
TOTAL EXPENDITURES	70,291,818	31,890,302	5,409,958	45,307,134	32,991,558
	<i>70,291,818</i>	<i>31,890,302</i>	<i>5,409,958</i>	<i>45,307,134</i>	<i>32,991,558</i>
Excess (deficiency) of revenues over expenditures	(23,552,964)	1,758,543		(3,874,166)	
Proceeds from issuance of debt	27,545,000	7,020,863		7,020,863	20,524,138
Transfers In	34,123,246	11,156,324		13,170,340	22,966,923
Transfers Out	(34,123,246)	(11,156,324)		(13,151,884)	(22,966,923)
Total other financing sources (uses)	27,545,000	7,020,863	-	7,039,319	20,524,137
Net change in fund balances	3,992,036	8,779,406		3,165,153	
Fund Balance, Beginning	38,771,828	38,771,829		38,771,829	
Fund Balance, Ending	42,763,865	47,551,235		41,936,982	

*FY2023 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

Check Figure

FUND BALANCE SUMMARY ALL FUNDS	FY2023	FY2023	FY2023
	ADOPTED BUDGET*	YTD Actuals	PROJECTION
Nonspendable (Town Center CRA + prepaids)	2,361,624	2,581,251	2,581,251
Restricted (FL Statute & Debt Covenants)	10,878,629	4,817,118	5,965,117
Committed (Council Resolutions & Motions)	17,541,953	17,901,916	16,199,354
Assigned (contracts/PO balances)	1,000,000	4,665,621	1,000,000
<i>Unassigned</i>	<i>10,981,658</i>	<i>17,585,328</i>	<i>16,191,259</i>
Ending Fund Balance	42,763,865	47,551,235	41,936,982

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01 GENERAL FUND	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRAN CES	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
01-31 Ad Valorem Taxes	9,779,417	9,876,999		9,878,257	(97,582)
01-31 Delinquent Ad Valorem Taxes	5,000	69,130		69,130	(64,130)
01-31 Sales and Use Taxes	1,745,054	1,207,402		1,581,072	537,652
01-32 Licenses and Permits	2,962,950	2,645,741		3,761,790	317,209
01-32 Impact Fees	-	-		-	-
01-33 Intergovernmental	3,141,375	2,275,451		3,822,487	865,924
01-34 Charges for Services	463,700	504,051		689,088	(40,351)
01-35 Fines and Forfeitures	71,500	73,398		90,781	(1,898)
01-36 Investment Income	235,100	335,165		399,966	(100,065)
01-36 Contributions	1,700	4,071		4,071	(2,371)
01-36 Miscellaneous Revenue	3,601	34,845		34,845	(31,244)
TOTAL REVENUES	18,409,397	17,026,253	-	20,331,487	1,383,144

01-51 General Government	4,722,036	2,537,468	207,618	3,809,793	1,976,950
01-52 Public Safety	3,540,743	2,457,781	749,882	3,527,902	333,080
01-53 Physical Environment	314,296	177,698	32,410	270,446	104,188
01-54 Transportation	1,948,212	1,393,043	81,894	2,067,671	473,274
01-55 Economic Environment	14,500	10,839	-	14,452	3,661
01-56 Health & Human Services	90,085	33,633	35,915	78,548	20,537
01-57 Culture and Recreation	4,452,820	2,721,542	83,843	3,917,976	1,647,434
01-59 Capital Outlay	86,654	38,154	-	73,154	48,500
01-59 Debt Service Principal	19,254	2,214	-	6,030	17,040
01-59 Debt Service Interest	3,390	20	-	3,204	3,370
TOTAL EXPENDITURES	15,191,990	9,372,394	1,191,562	13,769,176	4,628,034

Excess (deficiency) of revenues over expenditures	3,217,407	7,653,859		6,562,311	
01-38 Proceeds from Issuance of Debt	45,000	-		-	45,000
01-38 Transfers In	87,200	87,200		87,200	-
01-58 Transfers Out	(3,901,969)	(2,472,986)		(3,293,354)	(1,428,983)
Total other financing sources (uses)	(3,769,769)	(2,385,786)		(3,206,154)	(1,383,983)

01 Net change in fund balances	(552,361)	5,268,072		3,356,157	
01 Fund Balance (deficit), Beginning	28,088,861	28,088,861		28,088,861	
01 Fund Balance (deficit), Ending	27,536,499	33,356,933		31,445,018	

*FY2023 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

102 TOWN CENTER CRA 1998-2037 (RESTRICTED; ECON DEV)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRAN CES	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
102-31 County TIF	1,185,012	1,184,650		1,184,650	362
102-31 City TIF (Ad Valorem)	499,581	499,581		499,581	-
102-36 Investment Income	1,100	1,021		1,246	79
TOTAL REVENUES	1,685,693	1,685,252		1,685,477	441
102-55 Economic Environment	204,848	102,383	76,528	194,543	25,938
102-59 Capital Outlay	1,300,000	-	305,804	495,804	994,197
TOTAL EXPENDITURES	1,504,848	102,383	382,331	690,346	1,020,134
Excess (deficiency) of revenues over expenditures	180,845	1,582,869		995,131	
102-38 Transfers In	-	-		-	-
102-58 Transfers Out	(818,831)	(635,941)		(818,849)	(182,890)
Total other financing sources (uses)	(818,831)	(635,941)		(818,849)	(182,890)

102 Net change in fund balances	(637,986)	946,928	176,281
102 Fund Balance (deficit), Beginning	(1,663,709)	(1,663,709)	(1,663,709)
102 Fund Balance (deficit), Ending	(2,301,695)	(716,781)	(1,487,427)

*FY2023 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

110 HARBOR CRA 2003-2043 (RESTRICTED; ECON DEV)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRAN CES	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
110-31 County TIF	412,779	407,469		407,469	5,310
110-31 City TIF (Ad Valorem)	412,779	412,779		412,779	-
110-36 Investment Income	500	534		744	(34)
TOTAL REVENUES	826,058	820,782		820,992	5,276
110-55 Economic Environment	137,508	61,087	53,139	121,761	23,283
110-59 Capital Outlay	6,000,000	-	-	-	6,000,000
TOTAL EXPENDITURES	6,137,508	61,087	53,139	121,761	6,023,283
Excess (deficiency) of revenues over expenditures	(5,311,450)	759,695		699,230	
110-38 Transfers In	5,950,000	-		-	5,950,000
110-58 Transfers Out	(479,995)	(358,474)		(479,995)	(121,520)
Total other financing sources (uses)	5,470,005	(358,474)		(479,995)	5,828,480
110 Net change in fund balances	158,555	401,221		219,236	
110 Fund Balance (deficit), Beginning	469,117	469,117		469,117	
110 Fund Balance (deficit), Ending	627,672	870,338		688,353	

*FY2023 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

111 FLORIDA BUILDING CODE FUND (RESTRICTED; PUBLIC SAFETY)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRAN CES	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
111-32 Licenses and Permits	1,195,100	712,804		952,415	482,296
111-36 Investment Income	30	104		133	(74)
	1,195,130	712,908		952,549	482,222
111-52 Public Safety	1,209,094	682,528	3,129	979,162	523,437
111-59 Capital Outlay	-	-	-	-	-
	1,209,094	682,528	3,129	979,162	523,437
		30,380		(26,614)	
111-38 Transfers In	-	-		-	-
111-58 Transfers Out	(119,050)	(68,831)		(98,593)	(50,219)
	(119,050)	(68,831)		(98,593)	(50,219)
111 Net change in fund balances	(133,014)	(38,450)		(125,207)	
111 Fund Balance (deficit), Beginning	446,495	446,495		446,495	
111 Fund Balance (deficit), Ending	313,481	408,044		321,288	

*FY2023 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

122 PARKING FUND (COMMITTED; TRANSPORTATION)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRAN CES	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
122-34 Charges for Services	442,800	403,192		579,744	39,608
122-36 Investment Income	44	285		336	(241)

TOTAL REVENUES	442,844	403,477		580,080	39,367
122-54 Transportation	135,900	54,909	-	86,434	80,991
122-59 Capital Outlay	496,000	3,789	60,340	64,129	431,871
TOTAL EXPENDITURES	631,900	58,698	60,340	150,563	512,862
Excess (deficiency) of revenues over expenditures	(189,056)	344,779		429,517	(473,495)
122-38 Transfers In	-	-		-	-
122-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	-	-		-	-
122 Net change in fund balances	(189,056)	344,779		429,517	
122 Fund Balance (deficit), Beginning	347,845	347,845		347,845	
122 Fund Balance (deficit), Ending	158,789	692,624		777,362	

*FY2023 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

125 TECH FUND (COMMITTED; PUBLIC SAFETY)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRAN CES	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
125-36 Investment Income	100	290		370	(190)
TOTAL REVENUES	100	290		370	(190)
125-52 Public Safety	88,000	82,416	-	84,416	5,584
125-59 Capital Outlay	112,000	-	-	28,000	112,000
TOTAL EXPENDITURES	200,000	82,416	-	112,416	117,584
Excess (deficiency) of revenues over expenditures	(199,900)	(82,126)		(112,046)	
125-38 Transfers In	197,995	165,142		203,376	32,853
125-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	197,995	165,142		203,376	32,853
125 Net change in fund balances	(1,905)	83,016		91,329	
125 Fund Balance (deficit), Beginning	351,126	351,126		351,126	
125 Fund Balance (deficit), Ending	349,221	434,142		442,455	

*FY2023 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

127 WATER QUALITY IMPROVEMENT FUND (ENVIRONMENT; RESTRICTED)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRAN CES	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
127-32 Licenses and Permits	500	34,422		34,547	(33,922)
127-36 Investment Income	150	257		294	(107)
TOTAL REVENUES	650	34,679	-	34,842	(34,029)
127-53 Physical Environment	21,000	-	-	10,500	21,000
127-53 Capital Outlay	150,000	(884)	149,938	149,054	946
TOTAL EXPENDITURES	171,000	(884)	149,938	159,554	21,946
Excess (deficiency) of revenues over expenditures	(170,350)	35,563		(124,713)	
127-38 Transfers In	350,008	336,837		336,837	13,171
127-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	350,008	336,837		336,837	13,171
127 Net change in fund balances	179,658	372,400		212,124	
127 Fund Balance (deficit), Beginning	-	-		-	
127 Fund Balance (deficit), Ending	179,658	372,400		212,124	

129 OKA 1/2 PENNY 01/01/2019-12/31/2029 (COMMITTED; CAPITAL OUTLAYS)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRAN CES	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
129-31 Sales and Use Taxes	1,556,293	1,209,628		1,887,379	346,665
129-36 Investment Income	2,100	3,609		4,656	(1,509)
TOTAL REVENUES	1,558,393	1,213,237		1,892,035	345,156
129-59 Capital Outlay	3,112,029	206,165	986,878	2,093,043	1,918,986
TOTAL EXPENDITURES	3,112,029	206,165	986,878	2,093,043	1,918,986
Excess (deficiency) of revenues over expenditures	(1,553,636)	1,007,072		(201,008)	
129-38 Transfers In	2,950,000	-		-	2,950,000
129-58 Transfers Out	(353,394)	(262,391)		(353,394)	(91,003)
Total other financing sources (uses)	2,596,606	(262,391)		(353,394)	2,858,997
129 Net change in fund balances	1,042,970	744,681		(554,402)	
129 Fund Balance (deficit), Beginning	4,642,445	4,642,445		4,642,445	
129 Fund Balance (deficit), Ending	5,685,415	5,387,126		4,088,044	

*FY2023 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

213 DEBT SERVICE 2013 NOTE (RESTRICTED; DEBT SERVICE)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRAN CES	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
213-36 Investment Income	200	211		262	(11)
TOTAL REVENUES	200	211		262	(11)
213-59 Debt Service Principal	424,247	-	-	424,247	424,247
213-59 Debt Service Interest	130,172	65,086	-	130,172	65,086
TOTAL EXPENDITURES	554,419	65,086	-	554,420	489,333
Excess (deficiency) of revenues over expenditures	(554,219)	(64,875)		(554,157)	
213-38 Transfers In	554,420	416,222		554,420	138,199
213-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	554,420	416,222		554,420	138,199
213 Net change in fund balances	201	351,347		263	
213 Fund Balance (deficit), Beginning	93,504	93,504		93,504	
213 Fund Balance (deficit), Ending	93,705	444,851		93,767	

214 DEBT SERVICE 2014 NOTE (RESTRICTED; DEBT SERVICE)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRAN CES	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
214-36 Investment Income	200	275		317	(75)
TOTAL REVENUES	200	275		317	(75)
214-59 Debt Service Principal	441,795	441,795	-	441,795	-
214-59 Debt Service Interest	289,836	289,836	-	289,836	0
TOTAL EXPENDITURES	731,631	731,631	-	731,631	0
Excess (deficiency) of revenues over expenditures	(731,431)	(731,356)		(731,314)	
214-38 Transfers In	731,631	548,741		731,649	182,890
214-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	731,631	548,741		731,649	182,890
214 Net change in fund balances	200	(182,614)		336	
214 Fund Balance (deficit), Beginning	245,971	245,972		245,971	
214 Fund Balance (deficit), Ending	246,171	63,357		246,307	

221 DEBT SERVICE 2021 NOTE (RESTRICTED; DEBT SERVICE)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRAN CES	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
221-36 Investment Income	25	28		33	(3)
TOTAL REVENUES	25	28		33	(3)
221-59 Debt Service Principal	1,208,000	901,000	-	1,208,000	307,000
221-59 Debt Service Interest	88,404	67,588	-	88,403	20,816
221-51 General Government	-	-	-	-	-
TOTAL EXPENDITURES	1,296,404	968,588	-	1,296,403	327,816
Excess (deficiency) of revenues over expenditures	(1,296,379)	(968,560)		(1,296,370)	
221-38 Transfers In	1,296,403	968,588		1,296,404	327,815
221-58 Transfers Out	-	-		-	-
221-38 Proceeds from issuance of debt	-	-		-	-
Total other financing sources (uses)	1,296,403	968,588		1,296,404	327,815
221 Net change in fund balances	24	28		34	
221 Fund Balance (deficit), Beginning	577	577		577	
221 Fund Balance (deficit), Ending	602	606		611	

223 DEBT SERVICE 2023 NOTE (RESTRICTED; DEBT SERVICE)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRAN CES	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
223-36 Investment Income	-	-		-	-
TOTAL REVENUES	-	-		-	-
223-59 Debt Service Principal	750,000	-	-	750,000	750,000
223-59 Debt Service Interest	-	-	-	-	-
223-51 General Government	150,000	-	-	-	150,000
TOTAL EXPENDITURES	900,000	-	-	750,000	900,000
Excess (deficiency) of revenues over expenditures	(900,000)	-		(750,000)	
223-38 Transfers In	750,000	-		750,000	750,000
223-58 Transfers Out	(27,350,000)	(7,020,863)		(7,020,863)	(20,329,138)
223-38 Proceeds from issuance of debt	27,500,000	7,020,863		7,020,863	20,479,138
Total other financing sources (uses)	900,000	-		750,000	900,000
223 Net change in fund balances	-	-		-	
223 Fund Balance (deficit), Beginning	-	-		-	
223 Fund Balance (deficit), Ending	-	-		-	

300 RENEWAL AND REPLACEMENT (COMMITTED; CAPITAL OUTLAYS)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRAN CES	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
300-36 Investment Income	1,900	1,767		2,337	133
TOTAL REVENUES	1,900	1,767		2,337	133
300-59 Capital Outlay	3,084,313	1,060,412	1,019,835	2,802,765	1,004,067
TOTAL EXPENDITURES	3,084,313	1,060,412	1,019,835	2,802,765	1,004,067
Excess (deficiency) of revenues over expenditures	(3,082,413)	(1,058,645)		(2,800,428)	
300-38 Transfers In	1,633,748	1,456,170		1,606,090	177,578
300-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	1,633,748	1,456,170		1,606,090	177,578

300 Net change in fund balances	(1,448,665)	397,525	(1,194,338)
300 Fund Balance (deficit), Beginning	1,900,750	1,900,750	1,900,750
300 Fund Balance (deficit), Ending	452,085	2,298,276	706,412

*FY2023 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

305 GRANT AND GF CAPITAL PROJECT FUND (RESTRICTED; CAPITAL OUTLAYS)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRAN CES	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
305-33 Intergovernmental	21,464,395	10,553,345		13,392,061	10,911,049
305-36 Contributions	2,066	-		-	2,066
TOTAL REVENUES	21,466,460	10,553,345		13,392,061	10,913,115
305-53 Physical Environment	-	-	-	-	-
305-59 Capital Outlay	29,242,455	18,320,179	1,497,200	20,105,501	9,425,076
TOTAL EXPENDITURES	29,242,455	18,320,179	1,497,200	20,105,501	9,425,076
Excess (deficiency) of revenues over expenditures	(7,775,995)	(7,766,834)		(6,713,440)	
305-38 Transfers In	8,671,841	7,177,423		7,604,365	1,494,418
305-58 Transfers Out	(750,000)	-		(750,000)	(750,000)
Total other financing sources (uses)	7,921,841	7,177,423		6,854,365	744,418
305 Net change in fund balances	145,846	(589,411)		140,925	
305 Fund Balance (deficit), Beginning	(140,925)	(140,925)		(140,925)	
305 Fund Balance (deficit), Ending	4,921	(730,336)		0	

*FY2023 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

315 IMPACT AND OTHER RESTRICTED (CAPITAL OUTLAYS)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRAN CES	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
315-32 Impact Fees	105,500	357,250		428,046	(251,750)
315-32 Licenses and Permits	780,000	658,714		1,067,674	121,286
315-31 Sales and Use Taxes	264,384	177,928		241,190	86,457
315-36 Investment Income	1,920	2,449		3,216	(529)
315-36 Miscellaneous Revenue	-	-		-	-
TOTAL REVENUES	1,151,804	1,196,340		1,740,126	(44,536)
315-53 Physical Environment	-	-	-	-	-
315-59 Capital Outlay	6,324,227	179,620	65,607	990,393	6,078,999
TOTAL EXPENDITURES	6,324,227	179,620	65,607	990,393	6,078,999
Excess (deficiency) of revenues over expenditures	(5,172,423)	1,016,720		749,733	
315-38 Transfers In	10,950,000	-		-	10,950,000
315-58 Transfers Out	(350,008)	(336,837)		(336,837)	(13,171)
Total other financing sources (uses)	10,599,992	(336,837)	-	(336,837)	10,936,829
315 Net change in fund balances	5,427,569	679,883		412,897	
315 Fund Balance (deficit), Beginning	3,989,771	3,989,771		3,989,771	
315 Fund Balance (deficit), Ending	9,417,340	4,669,654		4,402,667	

*FY2023 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

Balance Sheet - Governmental Funds

	01, 700	102	110	111	122, 125, 127, 129	209, 213, 214, 221	300, 305, 315	2023
Period ended June 30,								
	General Fund	1998-2028 or to 2037 Town Center CRA	2003-2043 Harbor CRA	Florida Building Code Fund	Other Special Revenue Funds	Debt Service Funds	Capital Project Funds	Total Governmental Funds
Assets								
Cash and cash equivalents	\$ 11,348,583	\$ -	\$ -	\$ -	\$ 6,667,624	\$ -	\$ 2,321,187	\$ 20,337,394
Investments	16,348,598	-	-	-	-	-	-	16,348,598
Due from other funds	2,809,901	-	-	-	22,594	-	9,000	2,841,495
Due from other governments	484,780	-	-	-	196,074	-	2,098,576	2,779,429
Advance to other funds	2,448,824	-	-	-	-	-	-	2,448,824
Accounts receivable - other	215,783	-	-	-	-	-	98,208	313,991
Prepaid items	111,655	-	-	-	-	-	-	111,655
Restricted cash and cash equivalents	-	1,736,679	871,881	416,447	-	508,814	5,913,201	9,447,022
Total assets	\$ 33,768,123	\$ 1,736,679	\$ 871,881	\$ 416,447	\$ 6,886,291	\$ 508,814	\$ 10,440,171	\$ 54,628,407
Liabilities, deferred inflows of resources and fund balances								
Liabilities:								
Accounts payable	102,401	4,636	1,542	8,403	-	-	58,505	175,486
Accrued payroll	2,983	-	-	-	-	-	-	2,983
Unearned Revenue	11,923	-	-	-	-	-	1,334,171	1,346,094
Due to other funds	31,594	-	-	-	-	-	2,809,901	2,841,495
Advance from other funds	-	2,448,824	-	-	-	-	-	2,448,824
Total liabilities	148,901	2,453,459	1,542	8,403	-	-	4,202,576	6,814,882
Deferred inflows of resources								
Deferred revenue	262,290	-	-	-	-	-	-	262,290
Total deferred inflows of resources	262,290	-	-	-	-	-	-	262,290
Fund balances:								
Nonspendable	2,581,251	-	-	-	-	-	-	2,581,251
Restricted	-	-	817,201	404,915	-	508,814	3,086,188	4,817,118
Committed	10,874,000	-	-	-	5,749,475	-	1,278,441	17,901,916
Assigned	1,027,241	572,331	53,139	3,129	1,136,816	-	1,872,966	4,665,621
Unassigned	18,874,440	(1,289,112)	-	-	-	-	-	17,585,328
Total fund balances (deficit)	33,356,932	(716,781)	870,340	408,044	6,886,291	508,814	6,237,595	47,551,235
Total liabilities, deferred inflows of resources and fund balances	\$ 33,768,123	\$ 1,736,679	\$ 871,881	\$ 416,447	\$ 6,886,291	\$ 508,814	\$ 10,440,171	\$ 54,628,407
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ -

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

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

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

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

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 21, 2023
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.B.

TO: City Council

THRU: Jeffrey Cozadd, Grants Manager
Michael Burgess, Public Services Director
Lisa Firth, Parks & Rec Director
Ryan Scott, City Engineer
Lance Johnson, City Manager

FROM: Krystal Strickland, Finance Director

DATE: August 14, 2023

SUBJECT: Capital Project Status

I. BACKGROUND: This item is informational only.

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

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

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Informational only.

Attachments:

- 1. 2023 0814 Capital Projects

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report

COUNCIL/ MGMT OBJECTIVE	October 1, 2022 - August 14, 2023		FY2023 Budget*	YTD Actuals	YTD Encumbrances	FY2023 Available Budget	Status	Notes
PRIORITY	Citizen/Council Directed							
1.3	EN615	Cross-Town Connector	\$ 8,775,202	\$ 3,379,140	\$ 43,485	\$ 5,352,577	Ongoing	Accomplished all ROW acquisitions. Construction procurement is next step.
1.4	CM001	Beach Acquisition	19,513,521	14,506,768	81,826	4,924,927	Ongoing	Tarpon Beach purchased and cleared. TDC has presented the 30% beach park design.
1.2	EVENT	City Center Feasibility/Planning/Design	50,000	-	-	50,000		RFQ presentations to Council scheduled for May 15, 2023
1.5	UNDER	Undergrounding	11,956,015	198,699	894,344	10,862,972	Ongoing	Survey was ordered and completed. 104/126 (83%) easements have letters of intent. Completed 17/48 surveys to finalize/record easements. Waiting on a binding cost estimate arrived from FPL.
1.8	TR621	Transit Trolley	-	-	-	-	In process	This is being reviewed as part of the mobility study in process with 3TP Ventures.
1.9	MARINA	City Marina	-	-	-	-		
1.7	ANNEX	Annexation Study	10,000	-	-	10,000	In process	Enclave annexation process - final draft of policy be presented to Council May 2023.
	Renewal & Replacement		-	-	-	-		
3.2	RR051	General Government	39,693	39,106	1,207	(620)	Ongoing	Replaced HVAC Unit in Annex. Replaced gas and diesel tanks at Maintenance Facility.
3.2	RR052	Public Safety	286,000	12,515	-	273,485	Ongoing	Replaced transfermer at City Hall for backup generator. Replaced service panel and troubleshot HVAC at Sherriff's Substation.
3.2	RR053	Physical Environment (Stormwater, Cemetery)	150,000	-	149,938	62	Ongoing	Harbor Sluice Gate will go to Council in April 2023.
3.7	RR054	Roads, Sidewalks, Street Lighting (Gas Tax 1)	1,241,212	719,511	300,884	220,817	Ongoing	Complete: Crystal Beach Restripe; Airport Rd patches; Main St and Indian Trl restripe. Underway: Sidewalk repairs; Scenic 98 resurface underway. Vintage Circle and Vintage Court est. \$180k summer 2023; other projects going to PW and Safety Committee
3.2	RR057	General Culture & Recreation (contracted items rolled forward from FY22)	69,484	67,884	1,600	0	Nearly complet	Morgans: Tip & Roll Bleachers, grinder lift station, concrete around dugouts, replace PA speaker. Library: Gutters replaced, shutters powered coated. Final invoice to clear encumbrance will be paid when last powder coated shutters are returned.
3.2	RR571	Library	224,000	-	-	224,000	Ongoing	Carpet RFP written, to be advertised in May (move bookshelves, replace carpet) est \$150k
3.2	RR572	Parks and Recreation	505,130	138,960	67,453	298,718	Ongoing	AC unit replaced at Com Ctr. Backstop at Elementary School. Outfield netting at elementary. Sod ordered for Morgan Sport Center. Windows for Com Ctr - seeking contractor.

COUNCIL/ MGMT OBJECTIVE	October 1, 2022 - August 14, 2023		FY2023 Budget*	YTD Actuals	YTD Encumbrances	FY2023 Available Budget	Status	Notes
3.2	RR573	Other Facilities (i.e. Museum)	39,500	6,203	-	33,297	Started	Staff made dumpster enclosure. Sidewalk repairs complete. Exterior repairs pending.
3.2	RRVEH	Vehicles	769,412	102,800	670,331	(3,720)	Ongoing	Received: Power Tilt Trailer; Mini Excavator; Gator. Ordered: Tractor, Gator and Sprayer, F-150, Bronco Sport; Dumptruck purchased in FY21 should be received by Fall FY23.
	Growth Necessitated & Comp Plan		-	-	-	-		
	CE002	Code Enforcement Equipment	10,000	-	-	10,000		
	LB002	Library Impact Fee Projects	140,000	-	-	140,000		
	NORG1	Norriego Point Road	-	-	-	-	Ongoing	Road design complete; developer beginning construction.
1.6	TR618	Zerbe-Calhoun Pedestrian Pathway	149,571	-	149,571	-	Restarted August 2023	Baskerville-Donovan engineering firm presented 60% design. FDOT is not supporting pathway development under the Marler Bridge due to bridge renovation plans and location of critical gas utility lines. Consider refocus to Stahlman.
1.10	TR619	Sibert-Zerbe Parking Lot Consolidation	150,000	-	-	150,000	Tabled	Finalized design and requested quotes. Council asked to table the project for now.
	TR620	ADA Transition - Pedestrian Facilities	96,993	71,507	25,487	-	Ongoing	Phase 2 (prioritization; engineering estimate of costs) underway.
1.10	TR622	General Parking Improvements	250,000	3,789	-	246,211		For paid-parking facilities. Roll to FY 2024 (source = parking fund)
	Other Capital Projects		-	-	-	-		
4.15	ARP	Stormwater Infrastructure Projects	1,454,763	252,166	734,853	467,744	In Process	One IT Security project and one Stormwater project approved to date. Task orders for 9 more projects in process, including 4 Prong Lake project.
4.9	CRH63	Captain Royal Melvin Heritage Park and Plaza (RESTORE)	192,707	141,862	9,614	41,231	Completed	Park was opened in July 2023.
	CRT64	Wayfinding	100,000	-	-	100,000		
4.16	CRT17	Town Center CRA Easement Trail/Linear Park	730,000	160,000	570,000	-	Ongoing	DAG is working on the design.
	HURRC	Hurricane Response	100,000	-	-	100,000		
	IT002	Tech Fund Hardware/Software Replacements	157,000	6,878	-	150,122	Ongoing	
	IT003	Other Hardware/Software Replacements	65,000	2,509	-	62,491	Ongoing	
	RC101	Harbor Boardwalk Improvements	339,469	193,931	-	145,537	Completed	
	RC124	Morgan's Children's Park Playground Structure	100,000	-	-	100,000	In Process	Plaground contractor is working on a design (and quote) to best fit our budget.
	RC125	Buck Destin Restrooms	200,000	-	99,544	100,456	Ongoing	Modular components on order. Wastewater system needs updated. Installation will be completed in FY 2024 (\$100k).
4.17	RC127	Pickleball Court	400,000	-	-	400,000		August 2023 Scott Jenkins design task order goes to Council. \$350k moved to FY 2024 to complete permitting and construction
	RC128	Morgan's Bathrooms/Storage/Fieldhouse	345,000	-	-	345,000		Moving project to 2024

COUNCIL/ MGMT OBJECTIVE	October 1, 2022 - August 14, 2023		FY2023 Budget*	YTD Actuals	YTD Encumbrances	FY2023 Available Budget	Status	Notes
4.12	RC216	Clement Taylor Park Renovations	764,918	32,312	15,968	716,638		New Construction Project manager will be tasked to draft construction RFP when subagreement comes from the County (winter 2024).
	SW53	Stormwater Master Plan	4,023	6,148	-	(2,125)	Completed	
	TRSAF	Intersection Safety	169,270	106,770	62,500	-	Ongoing	Last encumbrances for the year approved at 04/03/23 council meeting
	XMAS	Holiday Decorations	50,000	-	35,804	14,197		Staff meeting with both CRAs April 2023
		Total Projects	49,597,882	20,149,459	3,914,408	25,534,016		

*Includes encumbrances rolled forward from prior years.

CITY OF DESTIN 5-YEAR CAPITAL IMPROVEMENT PLAN

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

STRATEGIC OBJECTIVE			PY Encumbrances rolling forward 08/21/2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
	IT003	Other Hardware/Software Replacements	-	65,000	85,000	-	-	-	150,000
	LB001	Library Tablet Station & Biblioteca RFID and Mobil A	4,853	-	-	-	-	-	-
3.9	MM001	Multimodal expansion program	-	-	-	-	-	-	-
	PW015	Vehicle WashDown Station	-	-	-	-	-	-	-
	RC101	Harbor Boardwalk Improvements	313,904	21,500	-	-	-	-	21,500
	RC124	Morgan's Children's Park Playground Structure	-	100,000	-	-	-	-	100,000
	RC125	Buck Destin Restrooms	-	200,000	-	-	-	-	200,000
4.17	RC127	Pickleball Court	-	400,000	-	-	-	-	400,000
	RC128	Morgan's Bathrooms/Storage/Fieldhouse	-	345,000	-	-	-	-	345,000
4.12	RC216	Clement Taylor Park Renovations	-	764,918	-	-	-	-	764,918
	SALLY	Hurricane Sally	2,457	-	-	-	-	-	-
	SW53	Stormwater Master Plan	4,023	-	-	-	-	-	-
4.15	SW56	Stormwater Swale Work	-	-	-	-	-	-	-
4.15	SW57	Stormwater Basin Studies	-	-	-	-	-	-	-
	TRSAF	Intersection Safety	37,470	100,000	100,000	100,000	100,000	100,000	500,000
	XMAS	Holiday Decorations	-	50,000	-	-	-	-	50,000
Total Projects			\$ 2,873,961	\$ 51,812,427	\$ 8,715,030	\$ 9,114,030	\$10,216,486	\$ 2,084,986	\$ 81,942,958

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

			PY Encumbrances rolling forward						Total
STRATEGIC OBJECTIVE			08/21/2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
Impact Fees	31554132	ROAD IMPACT FEES	61,072	1,600,000	-	-	-	-	1,600,000
Impact Fees	31557132	LIBRARY IMPACT FEES	-	140,000	235,000	-	-	-	375,000
Impact Fees	31557232	PARK IMPACT FEES	5,412	422,000	-	-	-	-	422,000
Restricted	12753700	NPEB	-	150,000	-	-	-	-	150,000
Restricted	31553833	STORMWATER TRUST FUND	14,995	-	-	-	-	-	-
Franch fees	31553977	ELECTRIC FRANCHISE UNDERGROUNDING	-	3,375,000	3,375,000	3,000,000	3,000,000	-	12,750,000
Grant	30554100	BOCC XTOWN CONSTRUCTION	-	3,300,000	-	-	-	-	3,300,000
Grant	30554036	DEVELOPER CONTRIBUTION	3,491	-	-	-	-	-	-
Grant	30554133	FDOT TRIP GRANT	267,785	1,337,809	-	-	-	-	1,337,809
Grant	30554200	STATE GRANT LINEAR TRL	-	270,000	-	-	-	-	270,000
Grant	30557133	LIBRARY/MUSEUM GRANTS	4,853	-	-	-	-	-	-
Grant	30557233	RESTORE PARK GRANT	46,806	729,918	-	-	-	-	729,918
Grant	30557212	TDC 12.5% (includes Advanced Funding)	313,904	11,032,045	-	-	-	-	11,032,045
Grant	30557237	BOCC (TDC) BEACH ACQ GRANT	23,423	13,454,307	-	-	-	-	13,454,307
Grant	30555900	AMERICAN RESCUE PLAN	483,779	1,135,133	-	-	-	-	1,135,133
Grant	31557236	MORGANS KID PARK GRANT	-	23,000	-	-	-	-	23,000
Total Sources			\$ 2,873,961	\$ 51,812,427	\$ 8,715,030	\$ 9,114,030	\$ 10,216,486	\$ 2,084,986	\$ 81,942,958
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

4.9	Construct Capt Royal Melvin Heritage Park (in progress)	90,000
4.10	FDOT Median Improvement project (in progress)	-
4.11	Norriego Point Park improvements Phase III - Recreation Components (Pending GSD Roadway extension) (in progress)	-
4.12	Renovate Clement Taylor Park	764,918
4.13	Redevelop Joe's Bayou Recreation Area (in progress)	-
4.14	Continuity of streetlights/Conversion to LEDS (in progress)	-
4.15	Implement prioritized stormwater improvements based on the Stormwater Master Plan (in progress)	1,135,133
4.16	Linear Park: (In partnership with FPL) Secure additional funding, complete design, secure required easements, construct phase 1 Mattie Kelly Blvd to 98 Palms	1,590,000
4.17	Pickleball Courts: Secure additional funding, acquire land, complete design and construct	400,000
	TOTAL	\$ 79,684,458

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

FY 2023 PROPOSED CAPITAL BUDGET
by Governmental Activity

General Government

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

Public Safety

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

Physical Environment

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

Transportation

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

Economic Development

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

Culture & Recreation

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

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 21, 2023

TYPE OF AGENDA ITEM: Resolution

AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

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

FROM: Kimberly Kopp, City Attorney
Lance Johnson, City Manager

DATE: August 14, 2023

SUBJECT: Resolution 23-17:
A resolution of the city council of the City of Destin, Florida, supporting U.S. House Representative Matt Gaetz; supporting diversity; supporting the local economy and supporting local businesses; agreeing with U.S. Representative Matt Gaetz that improving safety and responsible commerce on Crab island is best done in partnership with local communities; directing the city clerk to forward the resolution pursuant to section 4; and providing for an effective date.

I. BACKGROUND: On August 7, 2023, the Mayor and City Council directed staff and legal to bring back the attached Resolution.

II. DISCUSSION: WHEREAS, Crab Island is a large submerged sandbar located north of the Destin Bridge in Choctawhatchee Bay; and

WHEREAS, Okaloosa County passed Ordinances 1819 and Ordinance 20-03, authorizing commercial operations in the area under certain conditions; and

WHEREAS, the Crab Island Area has become a highly popular recreational site, drawing thousands of visitors and increasing diversity as well as economic growth in the area; and

WHEREAS, boats and numerous floating commercial services such as restaurants, water taxis, and mobile small craft vendors traverse and anchor within the sandbar; and

WHEREAS, the National Park Service/Gulf Islands National Seashore is proposing to implement a Commercial Services Strategy which purports to better manage commercial operations in the Crab Island Area; and

WHEREAS, the City of Destin agrees with U.S. House Representative Matt Gaetz, that improving safety and responsible commerce on Crab Island is best done in partnership with local communities, not as a federal mandate; and

WHEREAS, the City of Destin supports U.S. House Representative Matt Gaetz in his efforts to promote the local economy and oppose a blanket approach by the NPS and GUIIS

relating to control of local vending; and

WHEREAS, the City of Destin supports U.S. House Representative Matt Gaetz in his efforts to consider alternatives to any blanket approach limiting vending to a single, non-local entity; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DESTIN, that

Section 1. Recitals. The foregoing recitals are true and correct, and incorporated into this Resolution.

Section 2. Support for U.S. House Representative Matt Gaetz.

The City of Destin and Okaloosa County are home to the Crab Island Area, which has become a highly popular recreational site, drawing thousands of visitors and increasing local diversity as well as local economic growth.

The City Council of the City of Destin supports U.S. House Representative Matt Gaetz and agrees that improving safety and responsible commerce on Crab Island is best done in partnership with local communities, not as a federal mandate.

Section 3. Directions to City Clerk. This Resolution shall be forwarded to U.S. House Representative Matt Gaetz, to U.S. Senator Marco Rubio, to U.S. Senator Rick Scott, to the United States Congress, the Okaloosa County Board of County Commissioners, and the Governor of Florida.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor: City Council on August 7, 2023

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to approve Resolution 2023-17 and direct the City Clerk to forward it as directed in the Resolution.

Attachments:

1. Resolution 2023-17 Crab Island_Gaetz Support

RESOLUTION 23-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, SUPPORTING U.S. HOUSE REPRESENTATIVE MATT GAETZ; SUPPORTING DIVERSITY; SUPPORTING THE LOCAL ECONOMY AND SUPPORTING LOCAL BUSINESSES; AGREEING WITH U.S. REPRESENTATIVE MATT GAETZ THAT IMPROVING SAFETY AND RESPONSIBLE COMMERCE ON CRAB ISLAND IS BEST DONE IN PARTNERSHIP WITH LOCAL COMMUNITIES; DIRECTING THE CITY CLERK TO FORWARD THE RESOLUTION PURSUANT TO SECTION 4; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Crab Island is a large submerged sandbar located north of the Destin Bridge in Choctawhatchee Bay; and

WHEREAS, Okaloosa County passed Ordinances 1819 and Ordinance 20-03, authorizing commercial operations in the area under certain conditions; and

WHEREAS, the Crab Island Area has become a highly popular recreational site, drawing thousands of visitors and increasing diversity as well as economic growth in the area; and

WHEREAS, boats and numerous floating commercial services such as restaurants, water taxis, and mobile small craft vendors traverse and anchor within the sandbar; and

WHEREAS, the National Park Service/Gulf Islands National Seashore is proposing to implement a Commercial Services Strategy which purports to better manage commercial operations in the Crab Island Area; and

WHEREAS, the City of Destin agrees with U.S. House Representative Matt Gaetz, that improving safety and responsible commerce on Crab Island is best done in partnership with local communities, not as a federal mandate; and

WHEREAS, the City of Destin supports U.S. House Representative Matt Gaetz in his efforts to promote the local economy and oppose a blanket approach by the NPS and GUIS relating to control of local vending; and

WHEREAS, the City of Destin supports U.S. House Representative Matt Gaetz in his efforts to consider alternatives to any blanket approach limiting vending to a single, non-local entity; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DESTIN, that

Section 1. Recitals. The foregoing recitals are true and correct, and incorporated into this Resolution.

Section 2. Support for U.S. House Representative Matt Gaetz.

The City of Destin and Okaloosa County are home to the Crab Island Area, which has become a highly popular recreational site, drawing thousands of visitors and increasing local diversity as well as local economic growth.

The City Council of the City of Destin supports U.S. House Representative Matt Gaetz and agrees that improving safety and responsible commerce on Crab Island is best done in partnership with local communities, not as a federal mandate.

Section 3. Directions to City Clerk. This Resolution shall be forwarded to U.S. House Representative Matt Gaetz, to U.S. Senator Marco Rubio, to U.S. Senator Rick Scott, to the United States Congress, the Okaloosa County Board of County Commissioners, and the Governor of Florida.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY OF DESTIN, FLORIDA THIS 21ST DAY OF AUGUST, 2023.

BOBBY WAGNER, MAYOR

ATTEST:

REY BAILEY, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
CITY OF DESTIN, ONLY:

KIMBERLY ROMANO KOPP, CITY ATTORNEY

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 21, 2023

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.D.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 07/21/2023

SUBJECT: Replacement of four HVAC systems, City Hall, emergency purchase

I. BACKGROUND: City Hall requires the replacement of four air handlers and condenser units. The units have been problematic since early July.

II. DISCUSSION: Some of the equipment being replaced are ~30-year-old air handlers (original to City Hall) and heat pumps greater than 10 years old. The units use the now discontinued R22 refrigerant. These units were identified for replacement in the Facilities Condition Assessment and as part of the City's R&R Program.

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

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): The total of the quotes is \$36,460. Funds are available in the Renewal and Replacement fund. City Hall is shared by Code Compliance (Public Safety) and by General Government administration. Staff recommend a 50/50 split of this expenditure between RR051 General Government Facility renewal/replacement and RR052 Public Safety renewal/replacement. The effect on budget is in the table below.

	30058585-RR051 Renew/Replace- GenGov Facilities	30058585-RR052 Renew/Replace- Public Safety Facilities	TOTAL
565000 Capital Imprvmt	\$ -	\$ 286,000	\$ 286,000
FY23 Adopted Budget*	-	286,000	286,000
Internal Budget Transfers	58,693	(19,000)	39,693
Revised Budget	58,693	267,000	325,693
Previous Expenses/Encumbrances	(40,313)	(20,884)	(61,197)
Available Program Budget	18,380	246,116	264,496
This Agreement +(-)	(18,230)	(18,230)	(36,460)
FY23 Remaining Program Budget	\$ 150	\$ 227,886	\$ 228,036

**FY23 Adopted Budget includes Budget for Prior Year Encumbrances*

C. Level of Service (LOS): Replacement of aging and failing air conditioning equipment.

D. Legislative Sponsor:

III. CONCLUSION: This item is an after-the-fact approval as this replacement was deemed an emergency by Staff and the process of replacing this equipment is underway.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to issue a purchase order to D&D Air Conditioning, Heating, and Mechanical for the replacement of HVAC equipment at City Hall per the attached quotes.

Attachments:

1. Est_2023132_from_DD_AIR_CONDITIONING_Unit 3A
2. Est_2023129_from_DD_AIR_CONDITIONING_Unit 3B
3. Est_2023134_from_DD_AIR_CONDITIONING_Unit 4C
4. Est_2023133_from_DD_AIR_CONDITIONING_Unit 4D
5. D&D Electrical Services Contract 2019
6. D&D 2023 Contract Renewal signed Mechanical



P.O. Box 5239 Destin, FL 32540
(850) 650-3995

A/C Contractor • Electrical Contractor • Commercial & Residential Service
Licensed • CAC057538 • EC13001418 • Insured

Proposal # 2023-132

Bill To	Phone: (850) 837-6869
City of Destin Accounts Payable 4200 Indian Bayou Trail Destin, FL 32541	

Job Name / Location	Date: 7/6/2023
City of Destin City Hall 4200 Indian Bayou Trail Destin, FL 32541 Unit # 3 A	

Description	Qty/Hours	Unit Price	Total:
Proposal per the following scope of work			
Remove & Replace existing 5 ton split systems with new American standard equipment			
Below Price Includes:			
- (1) American Standard model TEM4B0C60S51S 5 ton air handler featuring tin plated evaporator coils			
- (1) American Standard model 4A6C4060A3000A 5 ton heat pump condenser units featuring R-410A refrigerant 208/230/3ph			
- (1) American Standard electric heat			
- (1) Torch & Vacuum			
- (1) Flush & re-use copper line set			
- (1) Liquid Line dryer			
- (1) Re-use existing thermostat			
- (1) Recovery & Disposal			
- (1) Nitrogen			
- (1) Electrical whip			
- (1) Re-work existing Supply plenum			
- (1) Fittings / pipe			
- (1) NEMA 3 disconnect boxes			
- (1) Charge system to factory specifications with R-410A refrigerant			
- Labor			
- Permit			
Qualifiers:			
** 1 year labor warranty			
** 1 year limited parts warranty			
** 5 year compressor warranty			
**No electrical if incurred			
Mechanical New R410A Refrigerant (Per Pound)	10	25.00	250.00
Mechanical Refrigerant Recovery Fee (Per Job)	1	30.00	30.00
Mechanical Torch Material (Per Job)	1	20.00	20.00
Mechanical Service Call Trip Fee (Per Job)	1	65.00	65.00
Mechanical Vacuum Pump Fee (Per Job)	1	20.00	20.00
Mechanical Service Work Per Hour	10	75.00	750.00

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration from above specifications involving extra costs will be executed only upon written orders and will become extra charge over and above estimate.

Note: Proposal valid for 30 days.

Authorized Signature 

Payment to be made as follows: _____ On Acceptance: _____ On Rough In 100% On Completion

Acceptance of Proposal - The above prices, specs and conditions are hereby accepted. D&D Air Conditioning, Heating & Electrical Services is authorized to do the work specified. Payment to be made as outlined above. I understand that a convenience fee will be added for invoices paid by an alternative payment channel (credit card).

Acceptance Date: _____ Acceptance Signature: _____



(850) 650-3995

Licensed • CAC057538 • EC13001418 • Insured

Proposal # 2023-132

Bill To	Phone: (850) 837-6869
City of Destin Accounts Payable 4200 Indian Bayou Trail Destin, FL 32541	Job Name / Location Date: 7/6/2023 City of Destin City Hall 4200 Indian Bayou Trail Destin, FL 32541 Unit # 3 A

[illegible]

Total:	\$9,381.25
---------------	------------

Authorized Signature _____

Payment to be made as follows:	On Acceptance:	On Rough In	100%	On Completion

Acceptance of Proposal - The above prices, specs and conditions are hereby accepted. D&D Air Conditioning, Heating & Electrical Services is authorized to do the work specified. Payment to be made as outlined above. I understand that a convenience fee will be added for invoices paid by an alternative payment channel (credit card).

Acceptance Date: _____ Acceptance Signature: _____



P.O. Box 5239 Destin, FL 32540
(850) 650-3995

A/C Contractor • Electrical Contractor • Commercial & Residential Service
Licensed • CAC057538 • EC13001418 • Insured

Proposal # 2023-129

Bill To	Phone: (850) 837-6869
City of Destin Accounts Payable 4200 Indian Bayou Trail Destin, FL 32541	

Job Name / Location	Date: 7/6/2023
City of Destin City Hall 4200 Indian Bayou Trail Destin, FL 32541 Unit # 3-B	

Description	Qty/Hours	Unit Price	Total:
Proposal per the following scope of work			
Remove & Replace existing 5 ton split systems with new American standard equipment			
Below Price Includes:			
- American Standard model TEM4A0C60S51SB 5 ton air handler featuring tin plated evaporator coils			
- American Standard model 4A6H4060G1000A 5 ton heat pump condenser units featuring R-410A refrigerant 208/230/3ph			
- American Standard electric heat			
- Torch & Vacuum			
- Flush & re-use copper line set			
- Liquid Line dryer			
- Re-use existing thermostat			
- Recovery & Disposal			
- Nitrogen			
- Electrical whip			
- Re-work existing Supply & Return duct work			
- Fittings / pipe			
- NEMA 3 disconnect boxes			
- Charge system to factory specifications with R-410A refrigerant			
- Labor			
- Permit			
Qualifiers:			
** 1 year labor warranty			
** 1 year limited parts warranty			
** 5 year compressor warranty			
**No electrical if incurred			
Mechanical New R410A Refrigerant (Per Pound)	10	25.00	250.00
Mechanical Refrigerant Recovery Fee (Per Job)	1	30.00	30.00
Mechanical Torch Material (Per Job)	1	20.00	20.00
Mechanical Service Call Trip Fee (Per Job)	1	65.00	65.00
Mechanical Vacuum Pump Fee (Per Job)	1	20.00	20.00
Mechanical Service Work Per Hour	10	75.00	750.00

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration from above specifications involving extra costs will be executed only upon written orders and will become extra charge over and above estimate.

Note: Proposal valid for 30 days.

Authorized Signature 

Payment to be made as follows: _____ On Acceptance: _____ On Rough In 100% On Completion

Acceptance of Proposal - The above prices, specs and conditions are hereby accepted. D&D Air Conditioning, Heating & Electrical Services is authorized to do the work specified. Payment to be made as outlined above. I understand that a convenience fee will be added for invoices paid by an alternative payment channel (credit card).

Acceptance Date: _____ Acceptance Signature: _____



(850) 650-3995

Licensed ♦ CAC057538 ♦ EC13001418 ♦ Insured

Proposal # 2023-129

Bill To	Phone: (850) 837-6869	Job Name / Location	Date: 7/6/2023
City of Destin Accounts Payable 4200 Indian Bayou Trail Destin, FL 32541		City of Destin City Hall 4200 Indian Bayou Trail Destin, FL 32541 Unit # 3-B	

[illegible]

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration from above specifications involving extra costs will be executed only upon written orders and will become extra charge over and above estimate.

Authorized Signature _____

Payment to be made as follows: _____ On Acceptance: _____ On Rough In _____ 100% _____ On Completion

Acceptance of Proposal - The above prices, specs and conditions are hereby accepted. D&D Air Conditioning, Heating & Electrical Services is authorized to do the work specified. Payment to be made as outlined above. I understand that a convenience fee will be added for invoices paid by an alternative payment channel (credit card).

Acceptance Date: _____ Acceptance Signature: _____



P.O. Box 5239 Destin, FL 32540

(850) 650-3995

A/C Contractor • Electrical Contractor • Commercial & Residential Service
Licensed • CAC057538 • EC13001418 • Insured

Proposal # 2023-134

Bill To Phone: (850) 837-6869

City of Destin
Accounts Payable
4200 Indian Bayou Trail
Destin, FL 32541

Job Name / Location Date: 6/30/2023

City of Destin
City Hall
4200 Indian Bayou Trail
Destin, FL 32541
Unit # 4 C

Description	Qty/Hours	Unit Price	Total:
Proposal per the following scope of work			
Remove & Replace existing 4 ton split systems with new American standard equipment			
Below Price Includes:			
- (1) American Standard model TEM4A0C49M41S 4 ton air handler featuring tin plated evaporator coils			
- (1) American Standard model 4A6C4048A3000A 4 ton heat pump condenser units featuring R-410A refrigerant 208/230/3ph			
- (1) American Standard electric heat			
- (1) Torch & Vacuum			
- (1) Flush & re-use copper line set			
- (1) Liquid Line dryer			
- (1) Re-use existing thermostat			
- (1) Recovery & Disposal			
- (1) Nitrogen			
- (1) Electrical whip			
- (1) Re-work existing Supply plenum			
- (1) Fittings / pipe			
- (1) NEMA 3 disconnect boxes			
- (1) Charge system to factory specifications with R-410A refrigerant			
- Labor			
- Permit			
Qualifiers:			
** 1 year labor warranty			
** 1 year limited parts warranty			
** 5 year compressor warranty			
**No electrical if incurred			
Mechanical New R410A Refrigerant (Per Pound)	10	25.00	250.00
Mechanical Refrigerant Recovery Fee (Per Job)	1	30.00	30.00
Mechanical Torch Material (Per Job)	1	20.00	20.00
Mechanical Service Call Trip Fee (Per Job)	1	65.00	65.00
Mechanical Vacuum Pump Fee (Per Job)	1	20.00	20.00
Mechanical Service Work Per Hour	10	75.00	750.00

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration from above specifications involving extra costs will be executed only upon written orders and will become extra charge over and above estimate.

Note: Proposal valid for 30 days.

Authorized Signature 

Payment to be made as follows: _____ On Acceptance: _____ On Rough In 100% On Completion

Acceptance of Proposal - The above prices, specs and conditions are hereby accepted. D&D Air Conditioning, Heating & Electrical Services is authorized to do the work specified. Payment to be made as outlined above. I understand that a convenience fee will be added for invoices paid by an alternative payment channel (credit card).

Acceptance Date: _____ Acceptance Signature: _____



(850) 650-3995

Licensed • CAC057538 • EC13001418 • Insured

Proposal # 2023-134

Bill To	Phone: (850) 837-6869
City of Destin Accounts Payable 4200 Indian Bayou Trail Destin, FL 32541	

Job Name / Location	Date: 6/30/2023
City of Destin City Hall 4200 Indian Bayou Trail Destin, FL 32541 Unit # 4 C	

[illegible]

Total:	\$8,848.75
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Authorized Signature _____

Payment to be made as follows:	On Acceptance:	On Rough In	100%	On Completion

Acceptance of Proposal - The above prices, specs and conditions are hereby accepted. D&D Air Conditioning, Heating & Electrical Services is authorized to do the work specified. Payment to be made as outlined above. I understand that a convenience fee will be added for invoices paid by an alternative payment channel (credit card).

Acceptance Date: _____ Acceptance Signature: _____



P.O. Box 5239 Destin, FL 32540

(850) 650-3995

A/C Contractor • Electrical Contractor • Commercial & Residential Service
Licensed • CAC057538 • EC13001418 • Insured

Proposal # 2023-133

Bill To Phone: (850) 837-6869

City of Destin
Accounts Payable
4200 Indian Bayou Trail
Destin, FL 32541

Job Name / Location Date: 6/30/2023

City of Destin
City Hall
4200 Indian Bayou Trail
Destin, FL 32541
Unit # 4 D

Description	Qty/Hours	Unit Price	Total:
Proposal per the following scope of work			
Remove & Replace existing 4 ton split systems with new American standard equipment			
Below Price Includes:			
- (1) American Standard model TEM4A0C49M41S 4 ton air handler featuring tin plated evaporator coils			
- (1) American Standard model 4A6C4048A3000A 4 ton heat pump condenser units featuring R-410A refrigerant 208/230/3ph			
- (1) American Standard electric heat			
- (1) Torch & Vacuum			
- (1) Flush & re-use copper line set			
- (1) Liquid Line dryer			
- (1) Re-use existing thermostat			
- (1) Recovery & Disposal			
- (1) Nitrogen			
- (1) Electrical whip			
- (1) Re-work existing Supply plenum			
- (1) Fittings / pipe			
- (1) NEMA 3 disconnect boxes			
- (1) Charge system to factory specifications with R-410A refrigerant			
- Labor			
- Permit			
Qualifiers:			
** 1 year labor warranty			
** 1 year limited parts warranty			
** 5 year compressor warranty			
**No electrical if incurred			
Mechanical New R410A Refrigerant (Per Pound)	10	25.00	250.00
Mechanical Refrigerant Recovery Fee (Per Job)	1	30.00	30.00
Mechanical Torch Material (Per Job)	1	20.00	20.00
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Mechanical Vacuum Pump Fee (Per Job)	1	20.00	20.00
Mechanical Service Work Per Hour	10	75.00	750.00

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration from above specifications involving extra costs will be executed only upon written orders and will become extra charge over and above estimate.

Note: Proposal valid for 30 days.

Authorized Signature 

Payment to be made as follows: _____ On Acceptance: _____ On Rough In 100% On Completion

Acceptance of Proposal - The above prices, specs and conditions are hereby accepted. D&D Air Conditioning, Heating & Electrical Services is authorized to do the work specified. Payment to be made as outlined above. I understand that a convenience fee will be added for invoices paid by an alternative payment channel (credit card).

Acceptance Date: _____ Acceptance Signature: _____



(850) 650-3995

Licensed • CAC057538 • EC13001418 • Insured

Proposal # 2023-133

Bill To	Phone: (850) 837-6869
City of Destin	
Accounts Payable	
4200 Indian Bayou Trail	
Destin, FL 32541	

Job Name / Location	Date: 6/30/2023
City of Destin City Hall 4200 Indian Bayou Trail Destin, FL 32541 Unit # 4 D	

[illegible]

Total:	\$8,848.75
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Authorized Signature _____

Payment to be made as follows:	On Acceptance:	On Rough In	100%	On Completion
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Acceptance of Proposal - The above prices, specs and conditions are hereby accepted. D&D Air Conditioning, Heating & Electrical Services is authorized to do the work specified. Payment to be made as outlined above. I understand that a convenience fee will be added for invoices paid by an alternative payment channel (credit card).

Acceptance Date: _____ Acceptance Signature: _____

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT

On December 2, 2019, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of D & D Air Conditioning, Heating & Electrical Services, herein referred to as the **Contractor**, to supply miscellaneous electrical services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT:

1. Entire Contract:

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

2. Intent of Contract:

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

3. Term of Contract and Time Extensions:

This contract will be in effect from January 1, 2020 through September 30, 2020 and is for supplying the City with miscellaneous electrical services.

4. Time for Performance:

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

5. Compensation:

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

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

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

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

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

12. Termination for Default:

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

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

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

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

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

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

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

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

15.5 Jury Trial Waiver

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

15.6 Attorney's Fees

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

15.7 Notices

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

15.8 Public Records

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

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

As to the City:

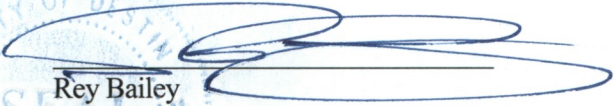
Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

D & D Air Conditioning,
Heating & Electrical Services
PO Box 5239
Destin, FL 32540

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 19th day of DECEMBER, 2019.

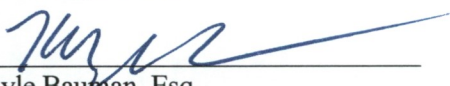
ATTEST:


Rey Bailey
City Clerk

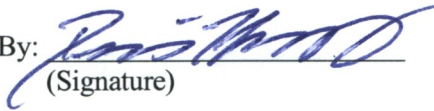
CITY OF DESTIN

By: 
Lance Johnson
City Manager

As to Legal Form:

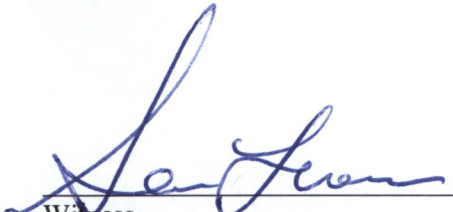

Kyle Bauman, Esq.
City Attorney

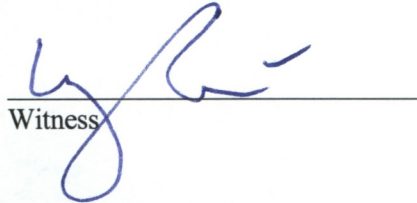
D & D Air Conditioning, Heating & Electrical Services
CONTRACTOR:

By: 
(Signature)

Dennis Thomas
(Printed Name)

Its: president
(Title)


Witness


Witness

Bid Form Page 1

EXHIBIT A

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-07-PW
MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT**

PART I Bid submitted by:

Company: D&D Air Conditioning, Heating & Electrical Services
 Address: PO Box 5239
 City & State: Destin, FL Zip Code: 32540-5239
 Telephone: () (850) 650-3995 E-mail: admin@dndservices.com Fax: () (850) 650-4454
 Number of Years in Business: 22 Years Contact Name Dennis Thomas

PART II Bidding RFB No. 19-07-PW, MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT:

<u>ITEM</u>	<u>UNIT PRICE</u>
1. Labor	
a. Electrical Service Work per hour	\$ <u>65.00</u>
Additional charges, if any associated with service call such as:	
b. Electrician per hour	\$ <u>65.00</u>
c. Electricians Helper per hour	\$ <u>35.00</u>
d. Laborer per hour	\$ <u>25.00</u>
e. Bucket Truck per hour	\$ <u>125.00</u>
f. Mobilization or travel time cost (if applicable)	\$ <u>na</u>
2. Materials and Supplies:	
Materials and supplies will be billed at contractor's wholesale price or contractors wholesale price plus <u>20</u> %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request.	
3. Please list any additional costs associated with the above services and materials:	
<u>Basic test and location equipment for electrical and datacom</u>	\$ _____
<u>service included in hourly rate</u>	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Bid Form Page 2

City of Destin, Florida

RFB No. 19-07-PW, MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT

Bid Form Page 5

PART III Certifications:

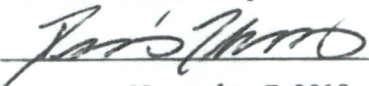
In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

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

Signature and Certification:

Name and Title of Authorized Representative: Dennis Thomas - President

(Print or Type)

Signature: 

Date of Bid: November 7, 2019

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

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

END OF BID FORM

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of January 2023 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and D&D Air Conditioning, Heating and Electrical Inc. The purpose of this agreement is to extend for twelve months a contract for services dated October 1, 2018, as amended, between the City of Destin and D&D Air Conditioning, Heating and Electrical Inc. to provide miscellaneous mechanical services for the City. This agreement will begin on January 1, 2023 and will extend through December 31, 2023.

This is the 4th of 4 possible extensions.

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

Jury Trial Waiver:

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

Public Records:

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

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

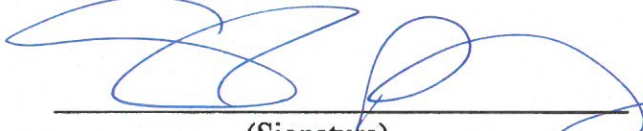
destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

It is expressly agreed by the parties that this contract is an extension to the Contract dated October 1, 2018 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

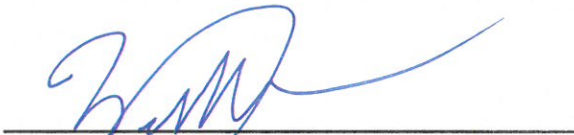
It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

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

Witnesses:

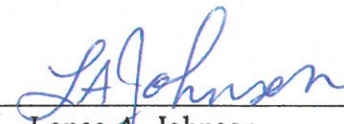


(Signature)

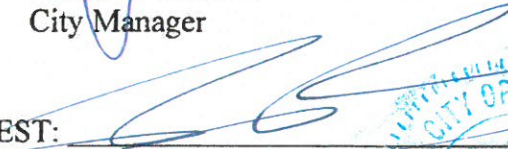


(Signature)

City of Destin

By: 

Lance A. Johnson
City Manager

ATTEST: 

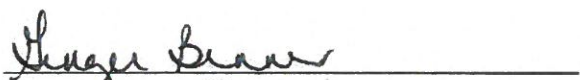
Rey Bailey
City Clerk



Witnesses:

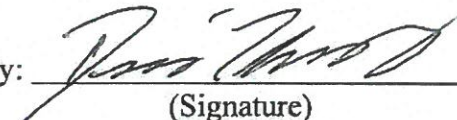


(Signature)



(Signature)

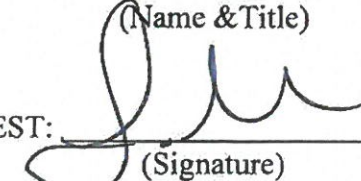
D&D Air Conditioning, Heating and Electrical Inc.

By: 

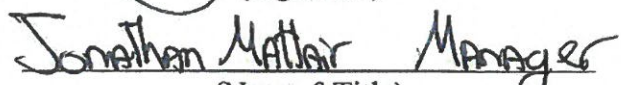
(Signature)



(Name & Title)

ATTEST: 

(Signature)



(Name & Title)

CITY OF DESTIN, FLORIDA

REQUEST FOR CHECK

DATE: August 15, 2023

TO: Accounting Clerk/Joni Burgess

THROUGH: City Manager (Required if exceeds \$350.00)

THROUGH: Finance Director/Krystal Strickland

FROM: City Clerk/Rey Bailey

DEPARTMENT: City Clerk's Office

BRIEF

EXPLANATION: Reimbursement to Councilmember Bobby Wagner for expenses incurred while attending the Florida League of Cities Annual Conference, in Orlando, Florida, on August 9-13, 2023

DATE REQUIRED: **NEXT SCHEDULED CHECK RUN** X
(Check One)

MANUAL CHECK REQUIRED _____

VENDOR NAME: Bobby Wagner

VENDOR ADDRESS: 422 Anderson Drive
Destin, FL 32541

VENDOR FED ID # _____
(only needed if new vendor)

AMOUNT OF CHECK: \$1694.42

CHARGE TO ACCOUNT: 0151110.540000

P.O. NUMBER:
(If Applicable)

MAIL CHECK WITH NORMAL CHECK RUN _____

RETURN CHECK TO DEPT FOR DISTRIBUTION X

CITY OF DESTIN
TRAVEL EXPENSE LOG

Name: Bobby Wagner

Travel Dates: August 9-13, 2023

Date:		Wednesday 9-Aug-23	Thursday 10-Aug-23	Friday 11-Aug-23	Saturday 12-Aug-23	Sunday 13-Aug-23	Total
Meals:							
Partial Per Diem:							\$ -
Daily Per Diem:		\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 345.00
Total Meals		\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 345.00
Transportation:							
Airfare:							
Car Rental:							
Fuel Expenses							
Taxi:							
Personal Miles: \$ 0.655		\$ 281.65				\$ 281.65	\$ 563.30
Total Transportation		\$ 281.65				\$ 281.65	\$ 563.30
Lodging:							
Hotel Charges:		\$252.50	\$ 252.50	\$ 252.50	\$ 252.50		\$ 1,010.00
		\$ 252.50	\$ 252.50	\$ 252.50	\$ 252.50		\$ 1,010.00
Misc. Expenses:							
Parking:							
Tolls:							
WIFI:							
Other: Explain: Conf. Reg.		\$ 575.00					\$ 575.00
Other: Explain:							
Total Misc. Expenses		\$ 575.00					\$ 575.00
Grand Total		\$ -	\$ 1,178.15	\$ 321.50	\$ 321.50	\$ 350.65	\$ 2,493.30

City of Destin
Travel Expense Claim

Name: Bobby Wagner

Department: Councilmember

Travel: Place/Purpose FLC 2023 Annual Conference

Date: August 9-13, 2023

Note: All expenses must be supported by a receipt except meal per diems and must be supported by a Travel Expense Log.

Meals/Per Diem: \$ 345.00

Airfare: \$ -

Car Rental: \$ -

Fuel Expenses \$ -

Taxi: \$ -

Personal Miles: \$ 563.30 POV

Lodging: \$ 1,010.00

Parking: \$

Tolls: \$ -

WIFI: \$ -

Other: Itemize \$ 575.00 Conference Registration

Other: Itemize \$ -

\$ -

\$ -

Total Reimbursable Expenses: \$ 2,493.30

Less: Purchasing Card Charges \$ 798.88

Less: Purchasing Card Charges

Balance Due Traveler \$ 1,694.42

Reimburse City for fuel cost \$ -

Net Due Traveler \$ 1,694.42

Finance Director: Krystal Strickland

Account #: 151110.54

City Manager: Lance Johnson

Date: 8/15/2023

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 21, 2023
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.F.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: August 11, 2023

SUBJECT: Resolution 23-16 Financial Institution Signature Authority

I. BACKGROUND: The last financial institution signature authorization resolution was approved in January of 2022. Staff changes require an updated resolution as the City no longer employs a Deputy City Manager. The resolution has been updated to reflect this change.

II. DISCUSSION: With this resolution, we remove the Deputy City Manager, William Webb Warren. All other signatories remain the same. This resolution reinforces our dual signature rules for opening accounts with financial institutions while also allowing Ms. Strickland to enhance the cash management services provided by Trustmark, like fraud alerts and setting up dual controls for internal and external cash transfers.

The City's prior signatory resolution (23-01), and updated resolution (23-16), are attached hereto.

- A. Link to Strategic Goals / Objectives:** Goal #1: Financially sound city providing service excellence
- B. Effect on Budget (EOB):** No effect on budget.
- C. Level of Service (LOS):** To improve safety and security of City assets.
- D. Legislative Sponsor:**

III. CONCLUSION: Staff recommends adopting Resolution 23-16 to update signature authority and to designate the Finance Director as the Authorized Representative on behalf of the City before financial institutions.

IV. RECOMMENDED MOTION: I move to approve Resolution 2023-16.

Attachments:

1. Resolution 23-01 - Signatory
Resolution
2. 23-16 Signatory Resolution updated
8.21.2023

RESOLUTION 23-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN AUTHORIZING CERTAIN FINANCIAL INSTITUTIONS TO AMEND SIGNATURE AUTHORIZATION FOR ALL PRESENT AND FUTURE FINANCIAL ACCOUNTS WITH THE CITY OF DESTIN, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE

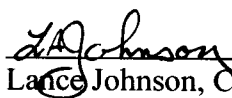
WHEREAS, the City of Destin deposits and invests the funds of the City on a regular basis with financial institutions and the State Board of Administration; and

WHEREAS, the City of Destin maintains several separate accounts within each financial institution; and

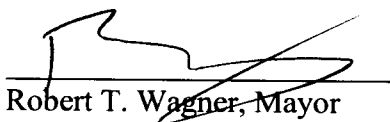
WHEREAS, whenever there is a change in the status of these accounts, it will be necessary for all authorized persons to execute individual signature cards for each separate account.

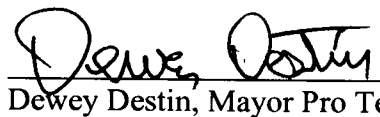
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Destin that:

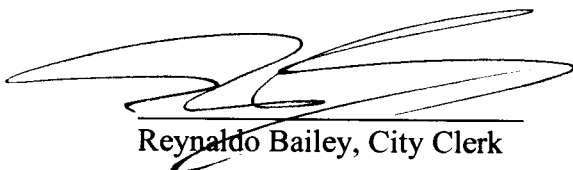
Section 1. Financial Institutions with which the City currently does and, in the future, will do business with are hereby authorized and directed to amend their current records on file for the City of Destin, Florida and to accept the signatory authorizations listed below in lieu thereof.

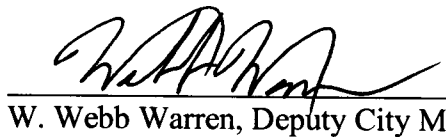

Lance Johnson, City Manager


Krystal Strickland, Finance Director


Robert T. Wagner, Mayor


Dewey Destin, Mayor Pro Tem


Reynaldo Bailey, City Clerk


W. Webb Warren, Deputy City Manager

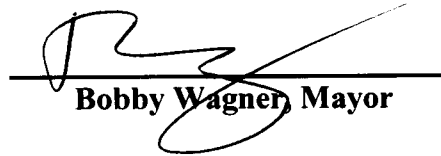
Section 2. Two (2) signatures are required as authorized by the City Council for all present and future accounts. This authorization includes any loans made in the name of the City of Destin from time to time while this Resolution is in effect; and

Section 3. That said financial institutions are hereby authorized and directed to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts, notes or orders be payable to the order of any such person, signing and/or countersigning said checks, drafts, notes or orders are deposited to the individual credit of the person so signing and/ or countersigning said checks, drafts, notes or orders, or the individual credit of any of the officers or not; and

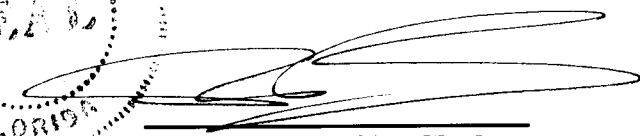
Section 4. Account Representative. Be it further resolved that the Financial Director for the City of Destin, Florida is designated as the account representative for all above referenced accounts.

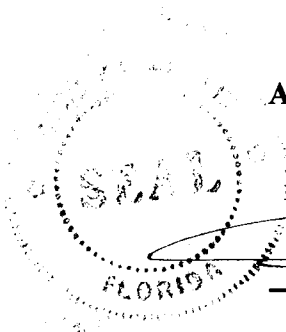
Section 5. Effective Date. This Resolution shall become effective on January 12th, 2023 and continue and remain in full force and effect until written notice to the contrary is duly served on said bank.

SO, DONE THIS 17th DAY OF JANUARY 2023
By:


Bobby Wagner, Mayor

ATTEST:


Rey Bailey, City Clerk



RESOLUTION 23-16

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF DESTIN AUTHORIZING CERTAIN
FINANCIAL INSTITUTIONS TO AMEND
SIGNATURE AUTHORIZATION FOR ALL
PRESENT AND FUTURE FINANCIAL ACCOUNTS
WITH THE CITY OF DESTIN, FLORIDA; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Destin deposits and invests the funds of the City on a regular basis with financial institutions and the State Board of Administration; and

WHEREAS, the City of Destin maintains several separate accounts within each financial institution; and

WHEREAS, whenever there is a change in the status of these accounts, it will be necessary for all authorized persons to execute individual signature cards for each separate account;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Destin that:

Section 1. Financial Institutions with which the City currently does and in the future will do business with are hereby authorized and directed to amend their current records on file for the City of Destin, Florida and to accept the signatory authorizations listed below in lieu thereof.

Lance Johnson, City Manager

Krystal Strickland, Finance Director

Robert T. Wagner, Mayor

Dewey Destin, Mayor Pro Tem

Reynaldo Bailey, City Clerk

Section 2. Two (2) signatures are required as authorized by the City Council for all present and future accounts. This authorization includes any loans made in the name of the City of Destin from time to time while this Resolution is in effect; and

Section 3. That said financial institutions are hereby authorized and directed to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts, notes or orders be payable to the order of any such person, signing and/or countersigning said checks, drafts, notes or orders are deposited to the individual credit of the person so signing and/ or countersigning said checks, drafts, notes or orders, or the individual credit of any of the officers or not; and

Section 4. Account Representative. Be it further resolved that the Financial Director for the City of Destin, Florida is designated as the account representative for all above referenced accounts.

Section 5. Effective Date. This Resolution shall become effective on August 21st , 2023 and continue and remain in full force and effect until written notice to the contrary is duly served on said bank.

SO, DONE THIS 21st DAY OF AUGUST 2023
By:

Bobby Wagner, Mayor

ATTEST:

Approved for legal sufficiency for the
City of Destin, only.

Rey Bailey, City Clerk

Kimberly Romano Kopp, City Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 21, 2023**TYPE OF AGENDA ITEM:** City Manager Report**AGENDA OUTLINE NUMBER:** 3.G.**TO:** City Council**THRU:** Louis Zunguze, Community Development Director
Krystal Strickland, Finance Director
Lance Johnson, City Manager**FROM:** Jeffrey Cozadd, Grants Manager**DATE:** 8/16/23**SUBJECT:** City of Destin Vulnerability Assessment DEP Grant Agreement 23LN64

I. BACKGROUND: The Resilient Florida Program within the Office of Resilience and Coastal Protection was created to help coastal and inland communities plan for the impacts of climate change, including flooding and sea level rise. The Resilient Florida Program offers grants for community planning as well as grants to implement projects that adaptation to impacts associated with flooding and sea level rise.

II. DISCUSSION: This Vulnerability Assessment funded by the FDEP Office of Resilience and Coastal Protection will identify critical assets the city has that are at threat of sea level rise and flooding. Critical assets include transportation assets and evacuation routes, critical infrastructure, critical community and emergency facilities, and natural, cultural, and historic resources.

Additional steps in this process include an Adaptation Plan which will identify mitigation measures to protect the critical assets identified in the Vulnerability Assessment. Funding for this step has recently been applied for as well.

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

II. Enhanced quality of life and safety for families.

B. Effect on Budget (EOB): The grant is for \$70,000 and does not require a match.

Revenue: 01300-334310-PE003

Expenditures: 0153800-531000-PE003

Deferred Revenue: 01-223103

Accounts Receivable: 01-133103

If the executed agreement is received back from FDEP before the last meeting in September, then a budget amendment will be created to increase grant revenues and expenditures for FY 2024. A professional services contract is under preparation with a continuing services contractor.

In case the agreement is not received before the last meeting in September, this grant and related expenditure will be in the FY 2024 Budget for adoption.

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

D. Legislative Sponsor:

III. CONCLUSION: The Vulnerability Assessment will yield valuable information which the city can use to justify further funding requests for mitigation projects dealing with sea level rise and flooding.

IV. RECOMMENDED MOTION: I move that the city council accept FDEP grant agreement 23LN64 and authorize the City manager to execute this agreement and return it to FDEP for their execution.

Attachments:

1. 23PLN64 - City of Destin
Comprehensive Vulnerability
Assessment - For Execution-
Correct_Task_Start_Dates

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of Destin Comprehensive Vulnerability Assessment** Agreement Number: **23PLN64**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Destin** Entity Type: **Local Government**
Grantee Address: **4200 Indian Bayou Trail
Destin, FL 32541** FEID: **59-2480854** (Grantee)

3. Agreement Begin Date: **7/1/2022** Date of Expiration: **6/30/2025**

4. Project Number: Project Location(s): **Okaloosa County**
(If different from Agreement Number)

Project Description: **The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for the City of Destin within Okaloosa County.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 70,000.00	☒ State ☐ Federal	FY 22-23 GAA 1776	\$ 70,000.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 70,000.00

6. Department's Grant Manager Name: Charles Neuhauser or successor Address: Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399 Phone: 850-245-2138 Email: Charles.Neuhauser@FloridaDEP.gov	Grantee's Grant Manager Name: Jeff Cozadd or successor Address: City of Destin 4200 Indian Bayou Trail Destin, Florida 32541 Phone: 850-279-4228 Email: jcozadd@cityofdestin.com
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	☐ Yes ☐ N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Destin

GRANTEE

By _____
(Authorized Signature) Date Signed

Lance Johnson, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Eddy Bouza, Program Management Director

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Charles Neuhauser

DEP QC Reviewer, Christina Rouslin

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.
- g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.

- k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. **Signage Requirements**
 - a. **Investing in America Emblem:** The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department’s Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee’s integrity or responsibility. Such information may include, but shall not be limited to, Grantee’s business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

Attachment 1

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 23PLN64**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is City of Destin Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 23PLN64**

ATTACHMENT 3

PROJECT TITLE: City of Destin Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in the City of Destin within Okaloosa County, Florida.

PROJECT DESCRIPTION:

The City of Destin (Grantee) will complete the City of Destin Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will also include public outreach.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of City staff representatives that will participate in the project and review deliverables.

Deliverables: The Grantee will provide the following:

- **1.1:** Meeting agenda to include location, date, and time of meeting;
- **1.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **1.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting.

Task 2: Public Outreach Meeting #1

Description: The Grantee will conduct one initial public outreach meeting during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agendas to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **2.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;

- **2.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **2.5:** A summary report including attendee input and meeting outcomes.

Task 3: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three (3) main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data using available public information and sources.

Deliverables: The Grantee will provide the following:

- **3.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **3.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable;
- **3.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained either by the Grantee or municipalities included within the county as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.; and
- **3.4:** All records or requests for data from municipalities without statutorily compliant VA.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **4.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

The Grantee will leverage the county-wide sensitivity analysis to refine the the impact of flooding on assets that are managed and owned by the City and to apply the data from the exposure analysis to the inventory

of critical assets created in Task 3. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **5.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **5.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **6.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **6.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **6.4** A signed Vulnerability Assessment Compliance Checklist Certification.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	\$3,500	\$0	\$3,500	7/1/2023	3/31/2025
2	Public Outreach Meeting #1	Contractual Services	\$8,500	\$0	\$8,500	7/1/2023	3/31/2025
3	Acquire Background Data	Contractual Services	\$8,000	\$0	\$8,000	7/1/2023	3/31/2025
4	Exposure Analysis	Contractual Services	\$15,000	\$0	\$15,000	7/1/2023	3/31/2025
5	Sensitivity Analysis	Contractual Services	\$13,000	\$0	\$13,000	7/1/2023	3/31/2025
6	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$22,000	\$0	\$22,000	7/1/2023	3/31/2025
Total:			\$70,000	\$0	\$70,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 7

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	22/23	37.098	Resilient Florida Programs	\$70,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$70,00.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 23PLN64

CITY OF DESTIN COMPREHENSIVE VULNERABILITY ASSESSMENT

City of Destin

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

**PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

DEP AGREEMENT NO: 23PLN64

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: () _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

**Photo/video/audio/artwork/recording
file name(s):** _____

**Location of photo/video/audio
recording/artwork:** _____

Name of person accepting Work submission _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23PLN64

Project Title: City of Destin Comprehensive Vulnerability Assessment

Grantee: City of Destin

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION**

Exhibit I

Required for all planning grant agreements.

DEP Agreement Number: 23PLN64

Project Title: City of Destin Comprehensive Vulnerability Assessment

Grantee: City of Destin

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

<https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
b	☒	Geospatial data in an electronic file format.	
c	☐	GIS metadata.	
d	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	☐	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

Exhibit I

		☐ Not applicable ☐ Already in compliance	
f	☐	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	☐	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(optional)</i>	
h	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. <i>(check one)</i> ☐ NOAA data ☐ FEMA data	
i	☐	Initial storm surge event equals or exceeds current 100-year flood event.	
j	☐	Higher frequency storm analyzed for exposure of a critical asset. <i>(optional, but must provide additional detail if included)</i>	
k	☐	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(required if item e is not applicable)</i>	
l	☐	Future boundary conditions have been modified to consider sea level rise and high tide conditions. <i>(optional)</i>	
m	☐	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. <i>(required if item e is not applicable)</i>	
n	☐	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(optional)</i>	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	☐	All analyses performed in North American Vertical Datum of 1988.	
p	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	☐	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level <i>(if so, provide Department approval)</i> .	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 21, 2023
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.H.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Jamie Dittmer, Human Resources Manager

DATE: 8/14/2023

SUBJECT: Offboarding Policy
(July 17, 2023: Councilmember Schmidt moved to direct the City Manager to draft a policy with regards to access by terminated employees to IT systems software, seconded by Councilmember Hebert, and bring it back for council's review and approval passed 7-0).

I. BACKGROUND: Councilmember Schmidt moved to direct the City Manager to draft a policy with regards to access by terminated employees to IT systems software, seconded by Councilmember Hebert, and bring it back for council's review and approval passed 7-0.

II. DISCUSSION: For informational purposes only.

- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):** No budgetary impacts.
- C. Level of Service (LOS):**
- D. Legislative Sponsor:**

III. CONCLUSION: For informational purposes only.

IV. RECOMMENDED MOTION: No recommended motion. For informational purposes only.

Attachments:

1. ADM Offboarding Policy

City of Destin Offboarding Policy

I. PURPOSE

The purpose of this policy is to establish a consistent and structured approach to the offboarding process for all City of Destin employees, ensuring a smooth transition for both the departing employee and the organization. This policy includes provisions for the return of city property, exit interviews, and special procedures for HR personnel and critical positions. This policy applies to all employees of the City of Destin, including full-time, part-time, and temporary.

II. POLICY

Return of City Property

All employees are required to return all city property in their possession upon termination of employment. This includes, but is not limited to, keys, identification cards, electronic devices, documents, and any other items provided by the City for the purpose of fulfilling job duties.

The employee's direct supervisor is responsible for ensuring all city property is returned and accounted for. When the employee is a direct report to the City Manager, the City Manager or their designee will be responsible for retrieving City property. Any missing items will be reported to the HR Department for further action.

Offboarding HR Personnel

Given the sensitive nature of HR roles, the City Manager or their designee will oversee the offboarding process for HR personnel. This includes the return of city property, exit interviews, and the revocation of system access.

Exit Interviews

All voluntarily departing employees are expected to participate in an exit interview with the HR Department. The purpose of this interview is to gain insights into the employee's experience, identify potential areas of improvement, and address any outstanding issues or concerns.

For HR personnel, the exit interview will be conducted by the City Manager or their designee.

III. Procedure

The employee's direct supervisor will notify their Department Head and the HR Department of the employee's impending departure as soon as possible.

The HR Department will schedule an exit interview and provide the employee with a checklist of city property to be returned.

On the employee's last day, the direct supervisor will collect all city property and confirm its return with their Department Head and the HR Department.

The HR Department will conduct the exit interview and document any substantiated feedback or concerns raised by the employee.

For HR personnel, the City Manager, or their designee, will conduct the exit interview and oversee the return of city property.

If temporary system access is granted, the City Manager will notify the IT Department and specify the duration of access.

POLICY REVIEW

This policy will be reviewed annually by the HR Department to ensure its effectiveness and compliance with any changes in law or city regulations.

Lance A. Johnson
City Manager

Office of Primary Responsibility: City Manager / Human Resources

**MINUTES
EXECUTIVE SESSION
CITY COUNCIL
AUGUST 7, 2023
5:30 PM
CITY HALL ANNEX COUNCIL CHAMBERS**

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

Council Present

Mayor Bobby Wagner	Councilmember Kevin Schmidt
Councilmember Matthew Sweetser	Councilmember Torey Geile
Councilmember Terésa Hebert	Councilmember Jim Bagby

Staff Present

City Manager Lance Johnson
City Clerk Rey Bailey
City Attorney Kimberly Kopp
Special Projects Attorney Kyle Bauman
Special Counsel William G. Warner

Others Present

Sherry Bennett, Court Reporter

CALL TO ORDER

Mayor Wagner convened the meeting and announced that:

“This session of the Destin City Council is hereby convened as noticed by publication in a newspaper of general circulation, The Northwest Florida Daily News, on Friday, August 4, 2023.

City Attorney Kimberly Kopp states as follows:

“Pursuant to §286.011(8), Florida Statutes, at this time, I would like to request that we adjourn to executive session so that I, the attorney of record for the City of Destin in:

***Destin Fishing Fleet, Inc., Plaintiff, vs. City of Destin, BI, Inc.,
Dewey Destin’s Harborside, LLC, and 200 Harbor Blvd, LLC, Case
No.: 2019 CA 002599, in the Circuit Court of the First Judicial
Circuit, in and for Okaloosa County, Florida***

may receive the Council’s advice regarding the strategy to be used in this case and the type of expenses to be incurred.” The entire session would be recorded by a court reporter, the

transcript would be filed with the City Clerk, and available to the public at the conclusion of the litigation discussed today. A copy of the published notice of this executive session is hereby identified as Exhibit A and will be attached to the transcript of this executive session.

In addition to the Mayor and City Council members in attendance tonight the following persons will participate in the session:

Attorneys for the City: ***William G. Warner, Esq.***
 Warner Law Firm, P.A.
 519 Grace Avenue
 Panama City, Florida 32401

Kimberly Romano Kopp, Esq., LEED AP
Romano Kopp Law, PA.
P.O. Box 445
Destin, Florida 32541-0445

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City Manager ***Lance Johnson***

“At this time, will the Mayor and Council members in attendance please identify yourselves for the record?”

The following members of the city council each announced their presence:

Mayor Bobby Wagner
Councilmember Kevin Schmidt
Councilmember Terésa Hebert
Councilmember Jim Bagby
Councilmember Torey Geile
Councilmember Matthew Sweetser

City Attorney continued:

“I estimate that this executive session will take approximately 30 minutes. At the conclusion of the executive session, the Council will reconvene the public hearing, accept any motions if applicable, and the mayor will end the session.”

Mayor Wagner states that:

“At this time, we will recess the public portion of tonight’s meeting and convene the executive session.

Individuals whose names are not listed in the published notice left the room and the executive session convened.

Once the closed session ended and the City Clerk has returned, Mayor Wagner states:

“We will now reconvene the public portion of this meeting and I will accept any motions from the Council.”

Councilmember Bagby moved to reject the settlement claim, seconded by Councilmember Hebert.

The mayor opened the floor for any member of the public who wish to comment for or against the motion. Having none, the mayor called for a vote on the motion, which passes 5-0 (Council members Schmidt, Hebert, Bagby, Geile, and Sweetser voted “yes”; Council members King and Destin were absent from the meeting).

ADJOURNMENT:

Having no further business at this time, the mayor adjourned the meeting at **5:20 PM.**

ADOPTED THIS 21ST DAY OF AUGUST 2023

By:

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

**BOARD OF ADJUSTMENT
DESTIN CITY HALL BOARDROOM
WEDNESDAY, AUGUST 2, 2023
5:30 P.M.**

1. CALL TO ORDER:

Chairman Weidenhamer called the Board of Adjustment Meeting to order at 5:30 p.m., on Wednesday, August 2, 2023, at Destin City Hall Boardroom.

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

Present:

Tom Weidenhamer
Daniella Piper
David Emerson
James Moomaw

Absent:

Robert Pinard
Joshua Brister

Staff Present:

Kim Montgomery Deputy City Clerk
Steven O'Connor, Principal Planner
Christopher Willis, Planner
Kyle Bauman City Attorney

3. APPROVAL OF AGENDA:

Chairman Weidenhamer asked if there was a consensus on the approval of the agenda as presented. With all agreeing, he announced the agenda is approved.

4. APPROVAL OF MINUTES:

➤ **June 7, 2023**

Motion to approve the minutes of the June 7, 2023, meeting was made by Board member Emerson, with Board member Piper providing the second, the motion passed 4-0.

5. NEW BUSINESS:

➤ **BOA-001125-2023 – Henderson Beach Villas Dumpster Pad Variance Request**

Mr. O'Connor explained the applicant is seeking a Variance from 7.09.02-B3, which relates to the setback requirements for Solid Waste collection areas in the Land Development Code. As well as LDC Section 12.04.04-B, which is the requirements for landscape buffering in the right-of-way (ROW) and LDC Section 8.01.00-B3, which prohibits dumpsters and collection operations in the ROW. He also explained that currently, their solid waste dumpster for the units has portions on their private property and portions within the ROW, which exceeds the approval from the property's original Development Order. He covered the required criteria set forth in the LDC, to meet the Variance requirements and explained in staff's analysis of those, the request does not meet the requirements of a Variance therefore, staff does not recommend the Board granting the Variance.

The City Attorney informed the applicant, Mr. Ken Wampler that he has the right to provide the board his view and also verified for the record that he agrees to waive reading of the notice into the record as well as the application. Mr. Wampler stipulated that he does agree to

waiving the reading of the application and notice into the record. He then explained the reasoning for moving the dumpster from its original location was because it was originally situated within 5-feet of the entrance to unit #1 and was a health and safety hazard for the renters staying in the unit. He also spoke of meeting with staff last year to try to determine a reasonable location for the dumpster and how they have moved it to three different locations in an effort to attempt the best location for everyone including Waste Management (WM). He agreed that the dumpster is in the ROW by 8-feet however, looking down Scenic Hwy. 98 majority of dumpsters are also in the ROW, with some within 5-feet of the road and what they are requesting would make theirs 20-feet from the road. He spoke of meeting with and working on a solution with WM and it was determined that the current location of the paver pad and dumpster is the best solution he and WM came up with. Additionally, he spoke of a meeting he had with the planning staff last year and when he left the meeting, it was his understanding that where they moved the dumpster in its current location, was agreeable with staff.

Chairman Weidenhamer pointed out that per the development order, the property has two parking spaces per unit and with a total of 25 and feels that one could of those parking spaces could be used for the dumpster. He also stated that if they would have pulled a permit for pad, the city would have informed him that it could not be placed in the ROW.

Mr. Wampler reiterated the meeting he referred to earlier that he had with staff, and how when he left, he had the understanding that the city staff was agreeable and they would be able to keep it where they had moved it, with it being eight feet within the ROW.

Board member Piper asked Mr. Wampler if he had any of his notes from that staff meeting. Mr. Wampler, being unable to provide any of those notes, stated that they are not doing anything different than what is already out along the ROW. Board member Piper sympathized with Mr. Wampler but added that in essence, the city is trying to make sure that Crystal Beach stays the beach community and is why the codes are put in place.

Mr. O'Connor added that the dumpster locations are now required to be within the property and is a part of the code and Development Order for the project. Staff feels that the solution is for it to be in one of the parking spaces.

In looking at the site plan of the property, Board member Emerson stated that to him, he feels that the dumpster should be moved into space #1 so that it would be entirely within the space of the property and would be an easier way for WM to access the property and dumpster.

Motion by Board member Emerson, seconded by Board member Piper, the members voted 4-0 to not approve the BOA-001125-2023 – Henderson Beach Villas Dumpster Pad Variance request.

The City Attorney informed the applicant that in accordance with Section 2.25.11 of the Land Development Code, he has the right to appeal the decision within 30-days of when the final order will be rendered to the Circuit Court.

6. OTHER BUSINESS: None

7. ADJOURNMENT:

There being no further business the meeting was adjourned at 6:15 p.m.

Adopted and approved this _____ day of _____ 2023.

Tom Weidenhamer, Chairman

Kim Montgomery, Deputy City Clerk

**LOCAL PLANNING AGENCY
MEETING MINUTES
AUGUST 3, 2023 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, August 3, 2023, at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Karen Hudson
Corey Ledbetter
Jay Purut
Marcie Bell

Members Absent

Todd Buhr

Staff Members Present

Kim Montgomery City Clerk
Steven O'Connor, Principal Planner
Christopher Willis Planner
Rachael Hoag Planner
Louis Zunguze, Community Development Dir.
Kimberly Kopp, City/LUA Attorney

3. APPROVAL OF MINUTES:

Motion by Agency member Bell, seconded by Agency member Hudson to approve the minutes of the July 6, 2023 meeting, as written.

4. NEW BUSINESS:

➤ **Conditional Use - (LU-001154-2023) – Calhoun Harbor Townhome Development**

Mr. O'Connor briefly explained the request is for a 54 Unit Long Term Rental Development on 5.2 acres that will include a pocket park for public use. The Conditional Use requirements have been met, except for #5, Over Proliferation of Use noting that there are 10 vacant lots in the zone and this development would encompass 8 of those. The Major Development review is still under way by staff and once it is reviewed by the TRC, it will go forward to Council for final approval.

Mr. Tatum, representative for the applicant explained the request is for 10.4 development units per acre and the requests for single family attached units could primarily be for first time home buyers that work in the harbor district and would be able to walk to work. He added that his development would be providing what is in the details of this zoning district.

Agency member Bell asked staff when this zoning district was created. According to Ms. Kopp, she believes it was in 2019. Agency member Bell then asked if approved, would the project be deed restricted to never allow for short term rentals.

According to Mr. Tatum, if the project is approved without short term status, a change of use would have to come back to this board to seek approval first.

Motion by Agency member Bell to approve the Conditional Use request (LU-001154-2023) – Calhoun Harbor Townhomes, with Agency member Ledbetter providing the second.

In discussion, Agency member Bell stated that she by far prefers this townhouse use than a three or four story motel/hotel type building. She also stated that she feels that its important to take in consideration that there is not anything in the city that is affordable and feels everyone needs to work together to try to get those in the community.

Agency member Purut agreed that something does need to be done and questioned if there is a percentage that can be set aside for that.

Ms. Kopp informed the member that they will be reviewing an ordinance coming up at their next meeting for that very subject.

With no further discussion, Chairman Wood called for the vote and the motion passed 5-0.

➤ **Ordinance 23-10-LC - Luxury Motor Home Resorts as a Conditional Use in TCMU**

Ms. Kopp informed the members that Ordinance 23-10-LC is an ordinance that would amend the Land Development Code to allow an RV Park as a Conditional Use in the Town Center Mixed Use Zoning District. Noting that Luxury Motor Homes are already allowed in other zoning districts of the Code as a Conditional Use. Additionally, the language will allow for this board and Council to authorize certain waivers of the criteria and add additional conditions, as appropriate, for potential projects that may come in and, the requirement also stipulates that the property must be a minimum of 10 acres.

Committee member Bell spoke of being in favor of this use for a property that fronts Highway 98 and feels that it would be a benefit to the city.

Committee member Purut stated that he was not in favor of the ordinance or the potential use in the city and cannot support this ordinance.

Agency member Bell made the recommended motion that City Council approve Ordinance 23-10-LC, with Agency member Ledbetter providing the second. The motion passed with a 4-1 vote with Agency member Purut casting the dissenting vote.

5. DIRECTORS REPORT:

Mr. Zunguze informed the members that staff is still working through the LDC rewrite with Chapters 1-3 now being available. Chapter 4 should be brought before them next month to start reviewing.

6. ADJOURNMENT:

Having no further discussion at the meeting adjourned at 5:50 p.m.

Adopted and approved this _____ day of _____ 2023.

James Wood, Jr. Chairman

Kim Montgomery, Destin City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 21, 2023**TYPE OF AGENDA ITEM:** Presentation**AGENDA OUTLINE NUMBER:** 4.A.**TO:** City Council**THRU:** Lance Johnson, City Manager
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 07/18/2023**SUBJECT:** Paid Parking Presentation
(**March 6, 2023: Motion by Councilmember Schmidt, seconded by Councilmember King, to direct the City Manager to present a paid parking revenue report to the council in August 2023 passed 5-1, with Councilmember Destin dissenting).**)

I. BACKGROUND: The City operates a Paid Parking Program in both the Harbor and Beach Districts. This presentation will report on revenues and provide an analysis of parking activity and enforcement. This evening, Council will receive a Paid Parking Program Update from Michael Burgess, Director of Public Works and Emergency Management.

II. DISCUSSION: The City's Paid Parking program prior to May 19, 2023 charged either a \$5 daily fee (Harbor District) or a \$5 for 5 hour rate in the Beach District. Effective May 19 2023, those rates were updated to a \$20 daily fee (Harbor District) or a \$20 for 4 hour rate in the Beach District. Overnight parking is not allowed in any City lots.

In 2023, the Council authorized a Non-Resident Harbor Parking Pass that individuals could purchase for \$205 each. This pass allows a vehicle to park in the Harbor District without purchasing individual parking sessions for the remainder of the calendar year. The Council has also provided residents with the opportunity to obtain a free Resident Parking Pass.

These passes allow vehicles (up to two per household) to park at any of our Paid Parking Facilities at no charge for the calendar year.

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

II. Enhanced Quality of Life and Safety for Families

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): None at this time. This is an informational item.

C. Level of Service (LOS): This is an informational item.

D. Legislative Sponsor:

III. CONCLUSION: This is an informational item.

IV. RECOMMENDED MOTION: No motion is required at this time.

Attachments:

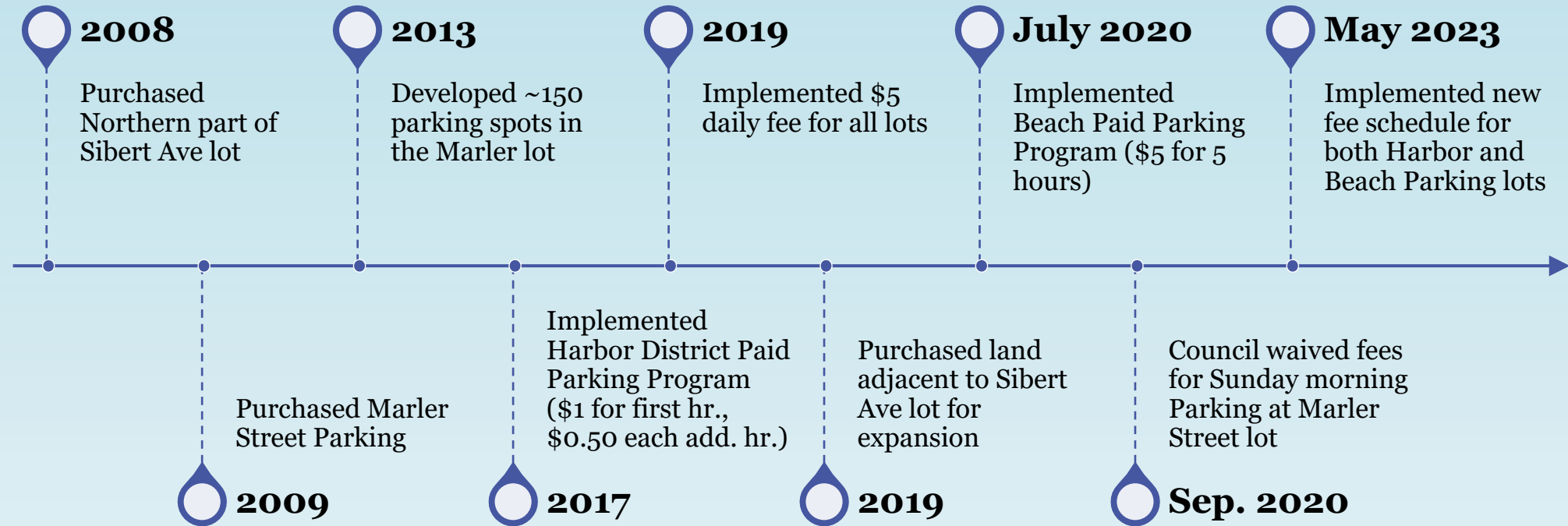
1. Paid Parking Program Update for
082123

Paid Parking Program Update

DESTIN CITY COUNCIL MEETING
AUGUST 21, 2023



Summary Timeline of Paid Parking in Destin



Harbor District Parking – ~300 spaces

- Consists of Three Parking Areas (Does not include Handicap Spaces)
 - Sibert Avenue – 75 Paid spaces
 - Destin Community Center – 82 Paid spaces
 - Marler Street – 143 Paid spaces
- Pre-May 19, 2023
 - \$5 Daily Rate, No Over-Night Parking
- Effective May 19, 2023
 - \$15 Daily Rate, No Over-Night Parking
- 28 Harbor District Parking Passes Sold (as of 07/31/2023)



Beach District Parking – ~135 spaces

- Consists of Seven Parking Areas (Does not include Handicap Spaces)
 - Gulf Shore Drive – 43 Paid spaces
 - Hutchinson – 12 Paid spaces
 - Barracuda – 7 Paid spaces
 - Pompano – 27 Paid spaces
 - Terra Cotta – 12 Paid spaces
 - Shirah – 10 Paid spaces
 - Norriego – 24 Paid spaces*
 - *Currently being used for Norriego Road Extension Construction*
 - *Since Mid-March 2023*
- Pre-May 19, 2023 - \$5/5hr., No Over-Night Parking
- Effective May 19, 2023 - \$20/4hrs., No Over-Night Parking



Destin Annual Parking Passes

- Destin Resident Passes
 - Free to Destin Residents
 - Applicable at All City Paid Parking Facilities
 - Up to 2 per Household
 - Available at City Hall, Monday-Friday 8am to 5 pm
 - Driver's License & Registration
 - Good from January 1 thru December 31 each Year
 - 1,703+ Resident Passes thus far in Calendar Year 2023
- Non-Resident Harbor District Parking Passes
 - \$205 per Pass, non-transferable
 - Applicable in Harbor District Only
 - Unlimited number of passes per household
 - Available at City Hall, Monday-Friday 8am to 5pm
 - Driver's License & Registration
 - Good from January 1 thru December 31 each Year
 - 28+ Non-Resident Passes Purchased in Calendar Year 2023

Complicating Factors in Metrics/Unknowns

- Frequency of Destin Resident Parking Pass Use
- Frequency of Non-Resident Parking Pass Use
- Community Center Patron Parking Use (allowed without payment)
- Sunday Morning Use of Marler Street Lot
- Handicap Parking Exemption (Handicap Spaces and those with Handicap Tags or Placards)
- Bad Parking Practices (close or over line, parking in areas not designated as spaces yet paying, etc.)
- Long Vehicles in parallel spaces on GSD (Trucks over 18 feet)
- Doubled parking of LSVs
- Effects of competition



Revenues Generated (net, minus taxes and fees)

- FY21 (All)
\$392,349.69
- FY22 (All)
\$367,761.48
- FY23 (thru July 31) \$553,174.76
- Remainder of FY23 ~15,000+ transactions



Focus on the Marler Street Parking Lot

- Marler Street Transactions
(Mar1 thru Jul31 each FY)
 - FY23 – 6786
 - FY22 – 8678
 - FY21 – 9967
 - FY20 – 2054 (COVID)



Saturation Rates for FY23/FY22/FY21 Mar1 – Jul30 each FY (151 days)

- Sibert Avenue – 0.50/0.64/0.78
- Destin Community Center – 0.74/0.76/0.88
- Marler Street – 0.31/0.40/0.46
- Gulf Shore Drive – 2.02/1.60/1.65 (only lot not experiencing a decrease in saturation)
- Hutchinson – 1.23/1.30/1.41
- Barracuda – 1.08/1.28/1.37
- Pompano – 0.87/1.16/1.21
- Terra Cotta – 0.49/0.76/0.81
- Shirah – 2.24/2.79/2.85
- Norriego – NA/1.96/1.95

- Saturation = Transactions per space per day

- Sibert Avenue FY23 (Mar1-Jul30 2023)

5685 transactions/75 spaces/151 days = 0.50

Parking Enforcement by Year

- Citations
 - FY21 Total – 1152 (824 Paid, 318 Unpaid, **28% Unpaid**)
 - FY22 Total – 735 (518 Paid, 217 Unpaid, **29% Unpaid**)
 - FY23 Total - 550 (as of 07/31/2023) – (329 Paid, 221 Unpaid, **40% Unpaid**)
- *NOTE: Parking Citation rate increased from \$33 to \$100 in May 2023*





Questions?

Michael G. Burgess MS, PH, CSM, CFM

Director of Public Works & Emergency
Management

mburgess@cityofdestin.com

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 21, 2023
TYPE OF AGENDA ITEM: Presentation
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: August 15, 2023

SUBJECT: Undergrounding Overhead Utilities - Update Presentation

I. BACKGROUND:

At the January 18, 2022 regular council meeting, Utility Consultants of Florida (UCoF) presented their opinion of probable cost for Phase 1 of Utility Undergrounding. Phase 1 is along US Highway 98 from the Marler Bridge to Airport Road. The initial estimate to underground the overhead utilities in this area was estimated to cost approximately \$13 million and estimated to cover 3.25 miles.

UCoF has compiled data from FPL and the telecom providers with specifics to underground 5.69 (conduit) miles at a cost of \$14,745,000. This amount includes many lateral feeds and replacement of over 100 streetlights within this corridor.

II. DISCUSSION:

Mark Porter is present today to give Council an update on the major milestones ahead.

Some of the next steps are as follows.

Our Utility Attorney, Schef Wright, is finalizing the draft Binding Cost Estimate and Undergrounding Agreements with FPL. He is working hard to ensure FPL applies the most favorable storm avoidance credits for our project. A draft will be brought for Council review in September 2023. Our City Attorney, Kimberly Kopp, has a draft Utility Undergrounding ordinance that she will bring for Council review during the same timeframe.

Once the Binding Cost Estimate is accepted and the Undergrounding Agreement is signed with FPL, the City will make the first payment (approximately \$690,000 from Electric Franchise Fee cash on hand) and FPL will order the materials. Conduit and transformers

should arrive within 20 - 30 weeks of ordering.

Undergrounding Agreements will be negotiated this fall with the telecom providers, to pin down costs and to allow them to order the materials to move their equipment from the poles.

The City will need to choose to either hire FPL and the telecom providers to do all the boring and labor or the City should issue a Request for Proposals this fall to line up our own contractor. If the City chooses to hire it's own contractor, we will keep better control over the timing of the project, the incremental cost to bore, pull conduit, and installations will be far lower, and the chance of mishaps from too many contractors working the same area will be significantly reduced. It is recommended that the City hire a contractor in time for them to manage the extensive and expensive materials that will be arriving from FPL and the telecom companies in the Spring.

If materials are ordered in October 2023, we estimate the undergrounded utilities will be ready to "go live" by August 2025.

Finance was initially estimating the total cost for this project would be closer to \$20 million. Council can choose to continue with the plan to borrow \$20 million and either expand the territory being undergrounded in Phase 1 or can use the additional funds towards completion of the Cross Town Connector (using Gas Tax #2 for debt service).

Three debt scenarios are attached to this agenda item:

- 1) Issue 20-year Bonds in amount of \$22 million: \$13 million Utility Undergrounding + \$9 million for property acquisition (1 Harbor Blvd)
- 2) Issue 20-year Bonds in amount of \$30 million: \$17 million for more Utility undergrounding + \$9 million for property acquisition + \$4 million to complete the Crosstown Connector
- 3) Issue 15-year Bank Loan in amount of \$22 million: \$13 million Utility Undergrounding + \$9 million for property acquisition (1 Harbor Blvd)

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

1.4 Underground Utilities

1.2 Complete two-lane Crosstown Connector

B. Effect on Budget (EOB): This is for discussion purposes only. Effects would be on budgets of future years beginning in FY 2024.

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

D. Legislative Sponsor:

III. CONCLUSION: Staff would appreciate Council direction regarding potential expansion of territory to be undergrounded beginning in FY 2024 and related debt issuance.

IV. RECOMMENDED MOTION:

Attachments:

1. Undergrounding Phase 1 Milestones
2. 2023 0817 Debt Svc Comparisons

				2024												2025												
SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	APR	MAY	JUNE	JULY	AUG
				FPL BINDING COST ESTIMATE "BCE" PAYMENT																								
				UNDERGROUND CONTRACTOR PROCUREMENT																								
				CARRIER AGREEMENTS																								
				CONTRACTOR NTP																								
				FPL RELEASE OF CONDUIT MATERIAL (1ST BATCH)																								
				CONTRACTOR INSTALLATION OF CONDUIT (1ST Batch)																								
				FPL RELEASE OF CONDUIT MATERIAL (2ND BATCH)																								
				CONTRACTOR INSTALLATION OF CONDUIT (2ND Batch)																								
				FPL RELEASE OF REMAINING MATERIAL (3RD BATCH)																								
				CONTRACTOR INSTALLATION OF MATERIALS (3RD Batch)																								
				CONTRACTOR/FPL SWITCHING																								

Option 1: 20 Year Maturity Bonds; Delivery Date 04/01/2024: \$22 million aggregate

	Undergrounding Phase 1: Marler Bridge - Airport		
	1 Harbor Blvd Acquisition	Rd	Aggregate
Proceeds	\$ 9,000,000	\$ 13,000,000	\$ 22,000,000
Cost of Issuance	\$ 142,878	\$ 206,423	\$ 349,300
All-In True Interest Cost	4.1860%	4.1850%	4.1858%
Total Debt Service	\$ 13,220,250	\$ 19,097,750	\$ 32,318,000
Average Debt Service	\$ 695,802	\$ 1,005,144	\$ 1,700,946

BORROW \$9 AND \$13			FUNDING SOURCES FOR UNDERGROUNDING DEBT SERVICE			var	
FY	all Harbor CRA Parcel \$9m	UNDER \$13m	102 TC Under	110 Harbor Under	315 Elec Franch Under		
2025	\$ 695,500	\$ 1,007,500	\$ 259,615		\$ 747,885	-	
2026	\$ 696,750	\$ 1,002,500	\$ 259,615		\$ 742,885	-	
2027	\$ 697,250	\$ 1,006,750	\$ 259,615		\$ 747,135	-	
2028	\$ 697,000	\$ 1,004,750	\$ 259,615		\$ 745,135	-	
2029	\$ 696,000	\$ 1,006,750	\$ 259,615	\$ 300,000	\$ 447,135	-	
2030	\$ 694,250	\$ 1,007,500	\$ 259,615	\$ 300,000	\$ 447,885	-	
2031	\$ 696,750	\$ 1,007,000	\$ 259,615	\$ 300,000	\$ 447,385	-	
2032	\$ 698,250	\$ 1,005,250	\$ 259,615	\$ 300,000	\$ 445,635	-	
2033	\$ 693,750	\$ 1,007,250	\$ 259,615	\$ 300,000	\$ 447,635	-	
2034	\$ 693,500	\$ 1,002,750	\$ 259,615	\$ 300,000	\$ 443,135	-	
2035	\$ 697,250	\$ 1,007,000	\$ 259,615	\$ 300,000	\$ 447,385	-	
2036	\$ 694,750	\$ 1,004,500	\$ 259,615	\$ 300,000	\$ 444,885	-	
2037	\$ 696,250	\$ 1,005,500	\$ 259,620	\$ 300,000	\$ 445,880	-	
2038	\$ 696,500	\$ 1,004,750	\$ -	\$ 300,000	\$ 704,750	-	
2039	\$ 695,500	\$ 1,002,250	\$ -	\$ 300,000	\$ 702,250	-	
2040	\$ 693,250	\$ 1,003,000	\$ -	\$ 300,000	\$ 703,000	-	
2041	\$ 694,750	\$ 1,006,750	\$ -	\$ 300,000	\$ 706,750	-	
2042	\$ 694,750	\$ 1,003,250	\$ -	\$ 300,000	\$ 703,250	-	
2043	\$ 698,250	\$ 1,002,750	\$ -	\$ 300,000	\$ 702,750	-	
	\$ 13,220,250	\$ 19,097,750	\$ 3,375,000	\$ 4,500,000	\$ 11,222,750	-	
			18%	24%	59%		

Option 2: 20 Year Maturity bonds; Delivery Date 04/01/2024: \$30 million aggregate

	1 Harbor Blvd Acquisition	Cross Town Connector	Undergrounding Phase 1: Marler Bridge - Airport Rd + expand North into West Destin	Aggregate
Proceeds	\$ 9,000,000	\$ 4,000,000	\$ 17,000,000	\$ 30,000,000
Cost of Issuance	\$ 117,535	\$ 52,257	\$ 221,908	\$ 391,700
All-In True Interest Cost	4.1530%	4.1530%	4.1530%	4.1530%
Total Debt Service	\$ 13,187,250	\$ 5,864,500	\$ 24,902,250	\$ 43,954,000
Average Debt Service	\$ 694,066	\$ 308,658	\$ 1,310,645	\$ 2,313,369

BORROW \$9, \$17, and \$4

FUNDING SOURCES FOR UNDERGROUNDING DEBT SERVICE

	all Harbor CRA Parcel \$9m	CrossTown \$4m (Gas Tax#2)	UNDER \$17m	102 TC Under	110 Harbor Under	315 Elec Franch Under	var
2025	\$ 694,500	\$ 306,500	\$ 1,312,000	\$ 333,000		\$ 979,000	-
2026	\$ 695,750	\$ 310,500	\$ 1,311,000	\$ 333,000		\$ 978,000	-
2027	\$ 696,250	\$ 309,000	\$ 1,313,750	\$ 333,000		\$ 980,750	-
2028	\$ 696,000	\$ 307,250	\$ 1,310,000	\$ 333,000		\$ 977,000	-
2029	\$ 695,000	\$ 310,250	\$ 1,310,000	\$ 333,000	\$ 300,000	\$ 677,000	-
2030	\$ 693,250	\$ 307,750	\$ 1,308,500	\$ 333,000	\$ 310,000	\$ 665,500	-
2031	\$ 695,750	\$ 310,000	\$ 1,310,500	\$ 333,000	\$ 310,000	\$ 667,500	-
2032	\$ 692,250	\$ 306,750	\$ 1,310,750	\$ 333,000	\$ 330,000	\$ 647,750	-
2033	\$ 693,000	\$ 308,250	\$ 1,309,250	\$ 335,000	\$ 330,000	\$ 644,250	-
2034	\$ 692,750	\$ 309,250	\$ 1,311,000	\$ 335,000	\$ 330,000	\$ 646,000	-
2035	\$ 691,500	\$ 309,750	\$ 1,310,750	\$ 335,000	\$ 330,000	\$ 645,750	-
2036	\$ 694,250	\$ 309,750	\$ 1,308,500	\$ 335,000	\$ 330,000	\$ 643,500	-
2037	\$ 695,750	\$ 309,250	\$ 1,309,250	\$ 335,000	\$ 330,000	\$ 644,250	-
2038	\$ 691,000	\$ 308,250	\$ 1,312,750	\$ -	\$ 330,000	\$ 982,750	-
2039	\$ 695,250	\$ 306,750	\$ 1,308,750	\$ -	\$ 350,000	\$ 958,750	-
2040	\$ 693,000	\$ 309,750	\$ 1,312,500	\$ -	\$ 350,000	\$ 962,500	-
2041	\$ 694,500	\$ 307,000	\$ 1,308,500	\$ -	\$ 350,000	\$ 958,500	-
2042	\$ 694,500	\$ 308,750	\$ 1,312,000	\$ -	\$ 350,000	\$ 962,000	-
2043	\$ 693,000	\$ 309,750	\$ 1,312,500	\$ -	\$ 350,000	\$ 962,500	-
	\$ 13,187,250	\$ 5,864,500	\$ 24,902,250	\$ 4,339,000	\$ 4,980,000	\$ 15,583,250	-
		*\$5.7m Gas Tax#2; \$100k GF		17%	20%	59%	

Option 3: 15 Year Maturity BANK LOAN; \$22 million aggregate

	1 Harbor Blvd Acquisition	Undergrounding Phase 1: Marler Bridge - Airport Rd	Aggregate
Proceeds	\$ 9,000,000	\$ 13,000,000	\$ 22,000,000
Cost of Issuance	\$ 142,878	\$ 206,423	\$ 349,300
All-In True Interest Cost	5.2000%	5.2000%	5.2000%
Total Debt Service	\$ 13,182,627	\$ 19,041,572	\$ 32,224,198
Average Debt Service	\$ 867,081	\$ 1,252,450	\$ 2,119,531

BORROW \$9 AND \$13

FUNDING SOURCES FOR UNDERGROUNDING DEBT SERVICE

FY	all Harbor CRA Parcel \$9m	UNDER \$13m	102 TC Under	110 Harbor Under	315 Elec Franch Under	var
2025	\$ 878,842	\$ 1,269,438	\$ 259,615		\$ 1,009,823	-
2026	\$ 878,842	\$ 1,269,438	\$ 259,615		\$ 1,009,823	-
2027	\$ 878,842	\$ 1,269,438	\$ 259,615		\$ 1,009,823	-
2028	\$ 878,842	\$ 1,269,438	\$ 259,615		\$ 1,009,823	-
2029	\$ 878,842	\$ 1,269,438	\$ 259,615	\$ -	\$ 1,009,823	-
2030	\$ 878,842	\$ 1,269,438	\$ 259,615	\$ 350,000	\$ 659,823	-
2031	\$ 878,842	\$ 1,269,438	\$ 259,615	\$ 350,000	\$ 659,823	-
2032	\$ 878,842	\$ 1,269,438	\$ 259,615	\$ 350,000	\$ 659,823	-
2033	\$ 878,842	\$ 1,269,438	\$ 259,615	\$ 350,000	\$ 659,823	-
2034	\$ 878,842	\$ 1,269,438	\$ 259,615	\$ 500,000	\$ 509,823	-
2035	\$ 878,842	\$ 1,269,438	\$ 259,615	\$ 500,000	\$ 509,823	-
2036	\$ 878,842	\$ 1,269,438	\$ 259,615	\$ 500,000	\$ 509,823	-
2037	\$ 878,842	\$ 1,269,438	\$ 259,620	\$ 500,000	\$ 509,818	-
2038	\$ 878,842	\$ 1,269,438	\$ -	\$ 500,000	\$ 769,438	-
2039	\$ 878,842	\$ 1,269,438	\$ -	\$ 500,000	\$ 769,438	-
2040						-
2041						-
2042						-
2043						-
	\$ 13,182,627	\$ 19,041,572	\$ 3,375,000	\$ 4,400,000	\$ 11,266,572	-
			18%	23%	59%	

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 21, 2023
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Lance Johnson, City Manager
Rey Bailey, City Clerk

FROM: Jamie Dittmer, Human Resources Manager

DATE: 8/16/2023

SUBJECT: City Manager Annual Evaluation Report

I. BACKGROUND: On December 6th, 2021, City Council adopted Resolution 21-6 with a revised CM Evaluation Process Flowchart. This resolution adjusted the timeline for the City Manager's annual evaluation to align with the strategic planning and budgeting process. The evaluation process allows members of City Council to provide formalized feedback to the City Manager on areas of performance and implementation of the strategic plan. The HR Director is responsible for tabulating the results of each evaluation and providing the results to the Council. City Council then, by motion, may take appropriate actions which may include, but not limited to, pay and benefit increases, or corrective actions.

II. DISCUSSION: Council members Geile, Bagby, King, Sweetser, and Mayor Wagner each completed a City Manager Annual Review form. The City Manager is evaluated on two categories: City Manager Performance and Strategic Plan.

CM Johnson received 28 Exceeds Expectations, 12 Meets Expectations and 0 Needs Improvement in the City Manager Performance Category. In the Strategic Plan Category, CM Johnson received 22 Exceeds Expectations, 8 Meets Expectations, and 0 Needs Improvement.

Needs Improvement	Meets Expectations	Exceeds Expectations	CITY MANAGER PERFORMANCE Instructions: Review each trait of the City Manager's performance for the review period identified above the rating you believe best matches performance levels (if completing electronically, pressing clicking in the box will generate the "X").
	2	3	Diligent and thorough in the discharge of duties; exercises good judgment.
		5	Exhibits composure, resilience, and the ability to manage difficult issues addressing the City.
		5	Prepares a balanced budget to provide services at a level expected by the City Council and Mayor.
	1	4	Clearly communicates directives and expectations, encouraging Department Directors to make decisions within their jurisdictions with minimal CM involvement.
	3	2	Maintain open lines of communication, providing timely information, guidance, and recommendations to Mayor concerning matters of importance.
	2	3	Demonstrates dedication to public service, including meeting with and actively listening to residents and
	2	3	Anticipates and analyzes problems with the ability to develop effective, creative, and/or innovative approaches
	2	3	Training and development of staff
	12	28	

Needs Improvement	Meets Expectations	Exceeds Expectations	STRATEGIC PLAN Instructions: Review each critical and important council objective of the Strategic Plan for the review period above. Mark an "X" in the rating you believe best matches performance levels (if completing pressing the space bar or clicking in the box will generate the "X").
Critical Priority			
	1	4	1.1 – Offer livable wages & benefits to attract and maintain high caliber, qualified staff
	2	3	1.2 Work with stakeholder to pursue the Destin City Center (Phase 1 Feasibility Study)
Important Priority			
	1	4	1.3 Complete two-lane Crosstown Connector
	2	3	1.4 Public Beachfront acquisition initiative
	1	4	1.5 Underground utilities.
	1	4	1.6 Sthalman/ US 98 pedestrian and vehicle improvements in cooperation with FDOT
	8	22	

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

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: CM Johnson's annual evaluation form was completed by Mayor Wagner, Councilman Bagby, Councilman Geile, Councilman King, and Councilman Sweetser. The evaluation form consists of 14 categories which are rated as either Needs Improvement, Meets Expectations, or Exceeds Expectations. CM Johnson's overall rating by 4 members of City Council and the Mayor for all 14 categories is: 50 ratings of Exceeds Expectations and 20 ratings of Meets Expectations.

IV. RECOMMENDED MOTION: Recommended motion is at the Council's discretion per Resolution 21-6.

Attachments:

1. Completed Annual Review Forms
2. Resolution 21-16 City Managers Annual Evaluation
3. CM Annual Evaluation Report

I've only been here since November 2022.



**City of Destin
City Manager Annual Review**

NAME: TORRY GEER's evaluation of Lance Johnson

REVIEW DATE: 8/2/2023

Needs Improvement	Meets Expectations	Exceeds Expectations	CITY MANAGER PERFORMANCE Instructions: <u>Review each trait of the City Manager's performance for the review period identified above. Mark an "X" in the rating you believe best matches performance levels (if completing electronically, pressing the space bar or clicking in the box will generate the "X").</u>	COMMENTS (optional)
☐	☒	☐	Diligent and thorough in the discharge of duties; exercises good judgment.	
☐	☐	☒	Exhibits composure, resilience, and the ability to manage difficult issues addressing the City.	
☐	☐	☒	Prepares a balanced budget to provide services at a level expected by the City Council and Mayor.	
☐	☒	☐	Clearly communicates directives and expectations, encouraging Department Directors to make decisions and take ownership within their jurisdictions with minimal CM involvement.	
☒	☒	☐	Maintain open lines of communication, providing timely information, guidance, and recommendations to the City Council and Mayor concerning matters of importance.	
☐	☐	☒	Demonstrates dedication to public service, including meeting with and actively listening to residents and businesses.	
☐	☒	☐	Anticipates and analyzes problems with the ability to develop effective, creative, and/or innovative approaches for resolution.	
☐	☒	☐	Training and development of staff	

Needs Improvement	Meets Expectations	Exceeds Expectations	STRATEGIC PLAN Instructions: <u>Review each critical and important council objective of the Strategic Plan for the review period identified above. Mark an "X" in the rating you believe best matches performance levels (if completing electronically, pressing the space bar or clicking in the box will generate the "X").</u>	COMMENTS (optional)
			Critical Priority	
☐	☒	☐	1.1 Offer livable wages & benefits to attract and maintain high caliber, qualified staff	
☐	☒	☐	1.2 Work with stakeholders to pursue the Destin City Center (Phase 1 Feasibility Study)	
			Important Priority	
☐	☒	☐	1.3 Complete two-lane Crosstown Connector	
☐	☒	☐	1.4 Public Beachfront acquisition initiative	
☐	☒	☐	1.5 Underground Utilities	

☐	☒	☐	1.6 Stahlman/US 98 pedestrian and vehicle improvements in cooperation with FDOT	
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EVALUATOR'S COMMENTS:

Strengths – City Manager's Most Notable Attributes:

Has the best interest of staff in mind when making decisions.

Opportunities For Improvement:

Needs to develop a more honest- and open line of communication that fits Council's goal as a group & not individual goals.

OVERALL EVALUATION:

Needs Improvement ☒ Meets Expectations ☒ Exceeds Expectations ☐
with honest communication on basic functions

SIGNATURES:

City Manager:

[Signature]

Date: 8/2/23

Evaluator:

[Signature]

Date: 8/2/2023

Human Resources Director:

[Signature]

Date: 8/15/23

City Manager Comments:

I have never intentionally misled Councilman Geile or any other Council Member. To even suggest this is an attack on my values and integrity. My only agenda is to implement policy and maintain a staff that can do so in a professional manner. I enjoy working with Councilman Geile and always had the understanding that he would confront me head on when he had any issues with me. I'm sorry I am just learning of his feelings and hope we can work together to remedy this situation.

Evaluations Comments: I have had several incidents where I feel I have been misled or misinformed. There have been occasions where I feel deceptive measures have taken place to manipulate the Council's decision to generate a path more conducive to personal agenda. I have lost trust in Lance and question his motives.

Lance has many positive qualities; however, trust is crucial.



City of Destin City Manager Annual Review

NAME:

Jim Baagy

REVIEW DATE:

7/28/23

Needs Improvement	Meets Expectations	Exceeds Expectations	CITY MANAGER PERFORMANCE Instructions: <u>Review each trait of the City Manager's performance for the review period identified above. Mark an "X" in the rating you believe best matches performance levels (if completing electronically, pressing the space bar or clicking in the box will generate the "X").</u>	COMMENTS (optional)
☐	☐	☒	Diligent and thorough in the discharge of duties; exercises good judgment.	
☐	☐	☒	Exhibits composure, resilience, and the ability to manage difficult issues addressing the City.	
☐	☐	☒	Prepares a balanced budget to provide services at a level expected by the City Council and Mayor.	
☐	☐	☒	Clearly communicates directives and expectations, encouraging Department Directors to make decisions and take ownership within their jurisdictions with minimal CM involvement.	
☐	☐	☒	Maintain open lines of communication, providing timely information, guidance, and recommendations to the City Council and Mayor concerning matters of importance.	
☐	☐	☒	Demonstrates dedication to public service, including meeting with and actively listening to residents and businesses.	
☐	☐	☒	Anticipates and analyzes problems with the ability to develop effective, creative, and/or innovative approaches for resolution.	
☐	☐	☒	Training and development of staff	

Needs Improvement	Meets Expectations	Exceeds Expectations	STRATEGIC PLAN Instructions: <u>Review each critical and important council objective of the Strategic Plan for the review period identified above. Mark an "X" in the rating you believe best matches performance levels (if completing electronically, pressing the space bar or clicking in the box will generate the "X").</u>	COMMENTS (optional)
			Critical Priority	
☐	☐	☒	1.1 Offer livable wages & benefits to attract and maintain high caliber, qualified staff	
☐	☐	☒	1.2 Work with stakeholders to pursue the Destin City Center (Phase 1 Feasibility Study)	
			Important Priority	
☐	☐	☒	1.3 Complete two-lane Crosstown Connector	
☐	☐	☒	1.4 Public Beachfront acquisition initiative	
☐	☐	☒	1.5 Underground Utilities	
☐	☐	☒	1.6 Stahlman/US 98 pedestrian and vehicle improvements in cooperation with FDOT	

EVALUATOR'S COMMENTS:

Strengths – City Manager's Most Notable Attributes:

You're doing a great job!

Opportunities For Improvement:

OVERALL EVALUATION:Needs Improvement ☐Meets Expectations ☐Exceeds Expectations ☒**SIGNATURES:**

City Manager:

Date: 7/28/23

Evaluator:

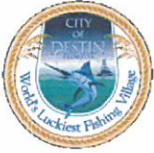
Date: 7/28/23

Human Resources Director:

Date: 8/15/23

City Manager Comments:

I've enjoyed working with Councilman Bagby. I always know where I stand with him. Nothing held back and no hidden agendas.



City of Destin City Manager Annual Review

NAME:

Johnny King

REVIEW DATE:

8/15/2023

Needs Improvement	Meets Expectations	Exceeds Expectations	CITY MANAGER PERFORMANCE Instructions: <u>Review each trait of the City Manager's performance for the review period identified above. Mark an "X" in the rating you believe best matches performance levels (if completing electronically, pressing the space bar or clicking in the box will generate the "X").</u>	COMMENTS (optional)
☐	☐	☒	Diligent and thorough in the discharge of duties; exercises good judgment.	
☐	☐	☒	Exhibits composure, resilience, and the ability to manage difficult issues addressing the City.	
☐	☐	☒	Prepares a balanced budget to provide services at a level expected by the City Council and Mayor.	
☐	☐	☒	Clearly communicates directives and expectations, encouraging Department Directors to make decisions and take ownership within their jurisdictions with minimal CM involvement.	
☐	☐	☒	Maintain open lines of communication, providing timely information, guidance, and recommendations to the City Council and Mayor concerning matters of importance.	
☐	☐	☒	Demonstrates dedication to public service, including meeting with and actively listening to residents and businesses.	
☐	☐	☒	Anticipates and analyzes problems with the ability to develop effective, creative, and/or innovative approaches for resolution.	
☐	☒	☐	Training and development of staff	<i>If we had an assistant CM, Lance would exceed our expectations in this area.</i>

Needs Improvement	Meets Expectations	Exceeds Expectations	STRATEGIC PLAN Instructions: <u>Review each critical and important council objective of the Strategic Plan for the review period identified above. Mark an "X" in the rating you believe best matches performance levels (if completing electronically, pressing the space bar or clicking in the box will generate the "X").</u>	COMMENTS (optional)
		☒	Critical Priority	
☐	☐	☒	1.1 Offer livable wages & benefits to attract and maintain high caliber, qualified staff	
☐	☐	☒	1.2 Work with stakeholders to pursue the Destin City Center (Phase 1 Feasibility Study)	
		☒	Important Priority	
☐	☐	☒	1.3 Complete two-lane Crosstown Connector	
☐	☐	☒	1.4 Public Beachfront acquisition initiative	
☐	☐	☒	1.5 Underground Utilities	
☐	☐	☒	1.6 Stahlman/US 98 pedestrian and vehicle improvements in cooperation with FDOT	

• fumbles/executor ALL the extra stuff we put on his plate every other week, as the city Council

EVALUATOR'S COMMENTS:

Strengths – City Manager's Most Notable Attributes:

Married to his work.

— Provides a wonderful environment for the staff of the city, to work well. ~~Wahaw~~
Exceptional Team builder! Strategic Planning. Looks after the city staff. Takes direction

Opportunities For Improvement:

— If he had the time (and he doesn't because of all the extra stuff, off the strategic plan, that the city council puts on his plate), he could be better at lobbying for the city in Tallahassee

OVERALL EVALUATION:

Needs Improvement ☐

Meets Expectations ☐

Exceeds Expectations ☒

SIGNATURES:

City Manager:

[Signature]

Date: 8/15/23

Evaluator:

[Signature]

Date: 8/15/23

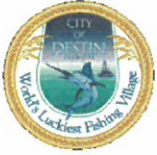
Human Resources Director:

[Signature]

Date: 8/15/23

City Manager Comments:

— It's my pleasure to work with Councilman King and I look forward to working with him in the future.



**City of Destin
City Manager Annual Review**

NAME:

Mayor Bobby Wagner

REVIEW DATE:

09/15/23

Needs Improvement	Meets Expectations	Exceeds Expectations	CITY MANAGER PERFORMANCE Instructions: Review each trait of the City Manager's performance for the review period identified above. Mark an "X" in the rating you believe best matches performance levels (if completing electronically, pressing the space bar or clicking in the box will generate the "X").	COMMENTS (optional)
☐	☐	☒	Diligent and thorough in the discharge of duties; exercises good judgment.	
☐	☐	☒	Exhibits composure, resilience, and the ability to manage difficult issues addressing the City.	
☐	☐	☒	Prepares a balanced budget to provide services at a level expected by the City Council and Mayor.	
☐	☐	☒	Clearly communicates directives and expectations, encouraging Department Directors to make decisions and take ownership within their jurisdictions with minimal CM involvement.	
☐	☒	☐	Maintain open lines of communication, providing timely information, guidance, and recommendations to the City Council and Mayor concerning matters of importance.	
☐	☒	☐	Demonstrates dedication to public service, including meeting with and actively listening to residents and businesses.	
☐	☒	☐	Anticipates and analyzes problems with the ability to develop effective, creative, and/or innovative approaches for resolution.	
☐	☐	☒	Training and development of staff	

Needs Improvement	Meets Expectations	Exceeds Expectations	STRATEGIC PLAN Instructions: Review each critical and important council objective of the Strategic Plan for the review period identified above. Mark an "X" in the rating you believe best matches performance levels (if completing electronically, pressing the space bar or clicking in the box will generate the "X").	COMMENTS (optional)
			Critical Priority	
☐	☐	☒	1.1 Offer livable wages & benefits to attract and maintain high caliber, qualified staff	
☐	☐	☒	1.2 Work with stakeholders to pursue the Destin City Center (Phase 1 Feasibility Study)	
			Important Priority	
☐	☐	☒	1.3 Complete two-lane Crosstown Connector	
☐	☐	☒	1.4 Public Beachfront acquisition initiative	
☐	☐	☒	1.5 Underground Utilities	
☐	☐	☒	1.6 Stahlman/US 98 pedestrian and vehicle improvements in cooperation with FDOT	

EVALUATOR'S COMMENTS:

Strengths – City Manager's Most Notable Attributes:

— Level headed ; Institutional knowledge

Opportunities For Improvement:

— Please use me to help Team Destin succeed.
I would love to be involved in Project ; Senior leadership meetings.

OVERALL EVALUATION:

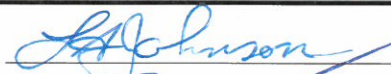
Needs Improvement ☐

Meets Expectations ☐

Exceeds Expectations ☒

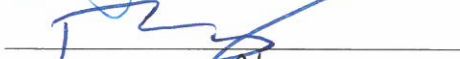
SIGNATURES:

City Manager:



Date: 8/15/2023

Evaluator:



Date: 09-15-23

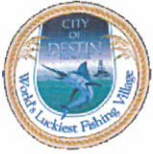
Human Resources Director:



Date: 8/15/23

City Manager Comments:

—



City of Destin City Manager Annual Review

NAME: Matthew K. Sweetser

REVIEW DATE: 08/14/2023

Needs Improvement	Meets Expectations	Exceeds Expectations	CITY MANAGER PERFORMANCE Instructions: <u>Review each trait of the City Manager's performance for the review period identified above. Mark an "X" in the rating you believe best matches performance levels (if completing electronically, pressing the space bar or clicking in the box will generate the "X").</u>	COMMENTS (optional)
☐	☒	☐	Diligent and thorough in the discharge of duties; exercises good judgment.	
☐	☐	☒	Exhibits composure, resilience, and the ability to manage difficult issues addressing the City.	
☐	☐	☒	Prepares a balanced budget to provide services at a level expected by the City Council and Mayor.	
☐	☐	☒	Clearly communicates directives and expectations, encouraging Department Directors to make decisions and take ownership within their jurisdictions with minimal CM involvement.	
☐	☒	☐	Maintain open lines of communication, providing timely information, guidance, and recommendations to the City Council and Mayor concerning matters of importance.	
☐	☒	☐	Demonstrates dedication to public service, including meeting with and actively listening to residents and businesses.	
☐	☐	☒	Anticipates and analyzes problems with the ability to develop effective, creative, and/or innovative approaches for resolution.	
☐	☐	☒	Training and development of staff	

Needs Improvement	Meets Expectations	Exceeds Expectations	STRATEGIC PLAN Instructions: <u>Review each critical and important council objective of the Strategic Plan for the review period identified above. Mark an "X" in the rating you believe best matches performance levels (if completing electronically, pressing the space bar or clicking in the box will generate the "X").</u>	COMMENTS (optional)
		☒	Critical Priority	
☐	☐	☒	1.1 Offer livable wages & benefits to attract and maintain high caliber, qualified staff	
☐	☒	☐	1.2 Work with stakeholders to pursue the Destin City Center (Phase 1 Feasibility Study)	
		☒	Important Priority	
☐	☐	☒	1.3 Complete two-lane Crosstown Connector	
☐	☒	☐	1.4 Public Beachfront acquisition initiative	
☐	☐	☒	1.5 Underground Utilities	
☐	☐	☒	1.6 Stahlman/US 98 pedestrian and vehicle improvements in cooperation with FDOT	

EVALUATOR'S COMMENTS:

Strengths – City Manager's Most Notable Attributes: *Twenty years of experience is hard to come by, Lance has done well with our home in many ways.*

Opportunities For Improvement:

N/A

OVERALL EVALUATION:

Needs Improvement ☐

Meets Expectations ☐

Exceeds Expectations ☒

SIGNATURES:

City Manager:

[Signature]

Date: *8/14/23*

Evaluator:

[Signature]

Date: *8/14/2023*

Human Resources Director:

[Signature]

Date: *8/15/23*

City Manager Comments:

I enjoy Councilman Sweetser's passion for protecting the residents of Destin and preserving the heritage that helped shape Destin into the Community we call home.

RESOLUTION 21-16

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA ESTABLISHING THE PURPOSE AND PROCEDURES FOR THE CITY MANAGER'S ANNUAL EVALUATION; PROVIDING FOR AUTHORITY; PROVIDING FOR THE REPEAL OF INCONSISTENT AUTHORITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article IV, Section 4.01 of the Destin City Charter establishes the position of City Manager who shall be fully engaged in work for the City and shall serve at the pleasure of the City Council; and

WHEREAS, Article IV, Section 4.05 of the Destin City Charter establishes the duties and responsibilities of the City Manager; and

WHEREAS, The City Manager's Employment Agreement in effect as of the date of adoption of this Resolution states in Section 4.B that "*The City may increase said base salary and/or other benefits of the City Manager in such amounts and to such an extent as the City Council may determine in its absolute discretion to be desirable on the basis of an annual performance evaluation of the City Manager. Such evaluation shall be in such form, as the Council deems appropriate and shall be made each year in accordance with procedures established by City Council for the duration of this Agreement. Nothing in this paragraph shall require the City to increase the base salary or other benefits of the City Manager. Failure to conduct an annual evaluation shall not constitute a material breach of this Agreement and shall not entitle City Manager to any increase in base salary or other benefits*" and;

WHEREAS, a formal system has been adopted to evaluate the performance of the City Manager and is intended to provide a direct relationship between the performance of the City Manager and additional incentive for the City Manager by relating performance to salary and/or benefits received by the City Manager; and

WHEREAS, the formal system previously adopted under Resolution 13-08, is repealed and replaced with this updated resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Destin, Florida that:

SECTION 1. AUTHORITY. Authority for enactment of this Resolution is Section 166.021, Florida Statutes, and Section 1.01 of the Destin City Charter.

SECTION 2. PURPOSE. The purpose of this Resolution is to repeal inconsistent prior authority, including Resolution 13-08, and set forth a procedure for the annual evaluation of the City Manager.

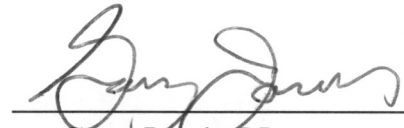
SECTION 3. PROCEDURES : The evaluation process is set forth in the flowchart as described in **Exhibit A**, with an City Manager Performance Evaluation Form at **Exhibit B** and a mid-cycle Performance Feedback form at **Exhibit C**.

SECTION 4. EFFECTIVE DATE. This Resolution shall be effective upon adoption by the City Council and signature of the Mayor.

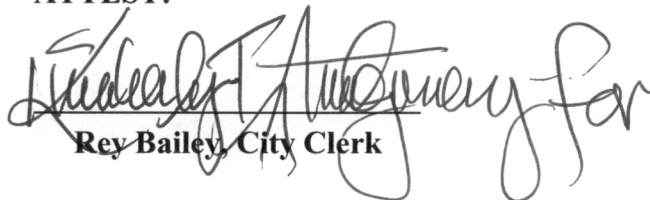
ADOPTED THIS 15th DAY of November

2021

By:


Gary Jarvis, Mayor

ATTEST:


Rey Bailey, City Clerk



City Manager (CM) Evaluation Process Flow Chart

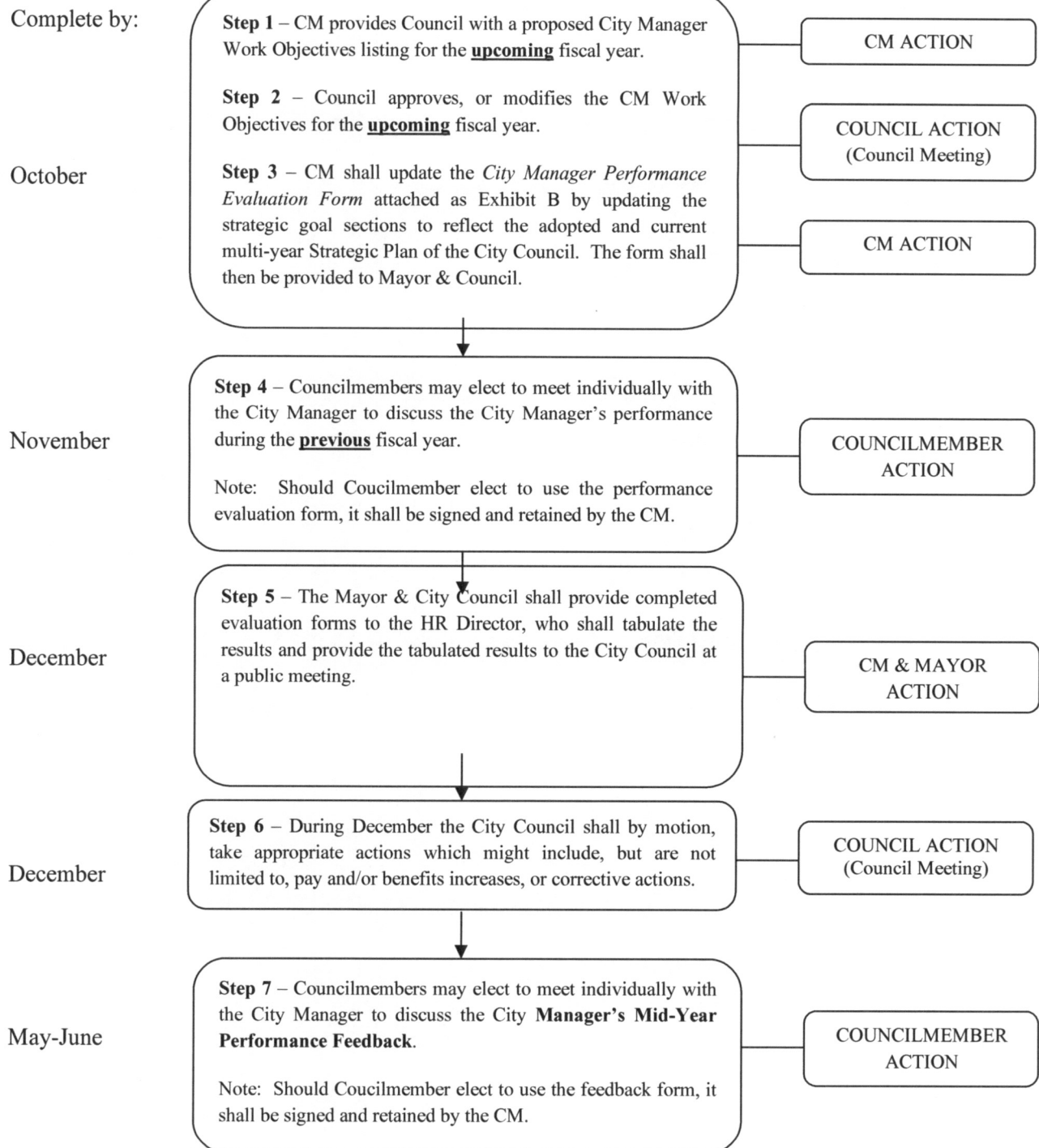


Exhibit A
Resolution 21-16



City of Destin City Manager Annual Review

NAME: _____

REVIEW DATE: _____

Needs Improvement	Meets Expectations	Exceeds Expectations	CITY MANAGER PERFORMANCE Instructions: <u>Review each trait of the City Manager's performance for the review period identified above. Mark an "X" in the rating you believe best matches performance levels (if completing electronically, pressing the space bar or clicking in the box will generate the "X").</u>	COMMENTS (optional)
☐	☐	☐	Diligent and thorough in the discharge of duties; exercises good judgment.	
☐	☐	☐	Exhibits composure, resilience, and the ability to manage difficult issues addressing the City.	
☐	☐	☐	Prepares a balanced budget to provide services at a level expected by the City Council and Mayor.	
☐	☐	☐	Clearly communicates directives and expectations, encouraging Department Directors to make decisions and take ownership within their jurisdictions with minimal CM involvement.	
☐	☐	☐	Maintain open lines of communication, providing timely information, guidance, and recommendations to the City Council and Mayor concerning matters of importance.	
☐	☐	☐	Demonstrates dedication to public service, including meeting with and actively listening to residents and businesses.	
☐	☐	☐	Anticipates and analyzes problems with the ability to develop effective, creative, and/or innovative approaches for resolution.	
☐	☐	☐	Training and development of staff	

Needs Improvement	Meets Expectations	Exceeds Expectations	STRATEGIC PLAN Instructions: <u>Review each critical and important council objective of the Strategic Plan for the review period identified above. Mark an "X" in the rating you believe best matches performance levels (if completing electronically, pressing the space bar or clicking in the box will generate the "X").</u>	COMMENTS (optional)
			Critical Priority	
☐	☐	☐	1.1 – Offer livable wages & benefits to attract and maintain high caliber, qualified staff	
			Important Priority	
☐	☐	☐	1.2 Complete two-lane Crosstown Connector	
☐	☐	☐	1.3 Public Beachfront acquisition initiative	
☐	☐	☐	1.4 Underground utilities.	
☐	☐	☐	1.5 Zerbe St/Calhoun Ave Phase II – Design pedestrian pathway under Marler Bridge	

EVALUATOR'S COMMENTS:

Strengths – City Manager's Most Notable Attributes:

Opportunities For Improvement:

OVERALL EVALUATION:

Needs Improvement ☐

Meets Expectations ☐

Exceeds Expectations ☐

SIGNATURES:

City Manager: _____

Date:

Evaluator: _____

Date:

Human Resources Director: _____

Date:

City Manager Comments:



**City of Destin
City Manager Mid-Year Feedback Form**

NAME: _____

REVIEW DATE: _____

Elected Official's Mid-Year feedback on City Manager's Performance:

City Manager's Most Notable Performance Attributes at Mid-Year:

Opportunities For Improvement at Mid-Year:

Elected Official's Mid-Year feedback on the Execution of the Strategic Plan:

City Manager's Most Notable Performance as it relates to the execution of the Strategic Plan at Mid-Year:

Opportunities For Improvement at Mid-Year:

SIGNATURES:

City Manager: _____

Date:

Evaluator: _____

Date:

City Manager Comments:

City of Destin Annual Evaluation Report

Needs Improvement	Meets Expectations	Exceeds Expectations	CITY MANAGER PERFORMANCE Instructions: Review each trait of the City Manager’s performance for the review period identified above. Mark an “X” in the rating you believe best matches performance levels (if completing electronically, pressing the space bar or clicking in the box will generate the “X”).
	2	3	Diligent and thorough in the discharge of duties; exercises good judgment.
		5	Exhibits composure, resilience, and the ability to manage difficult issues addressing the City.
		5	Prepares a balanced budget to provide services at a level expected by the City Council and Mayor.
	1	4	Clearly communicates directives and expectations, encouraging Department Directors to make decisions and take ownership within their jurisdictions with minimal CM involvement.
	3	2	Maintain open lines of communication, providing timely information, guidance, and recommendations to the City Council and Mayor concerning matters of importance.
	2	3	Demonstrates dedication to public service, including meeting with and actively listening to residents and businesses.
	2	3	Anticipates and analyzes problems with the ability to develop effective, creative, and/or innovative approaches for resolution.
	2	3	Training and development of staff
Totals	12	28	

Needs Improvement	Meets Expectations	Exceeds Expectations	STRATEGIC PLAN Instructions: Review each critical and important council objective of the Strategic Plan for the review period identified above. Mark an “X” in the rating you believe best matches performance levels (if completing electronically, pressing the space bar or clicking in the box will generate the “X”).
Critical Priority			
	1	4	1.1 – Offer livable wages & benefits to attract and maintain high caliber, qualified staff
	2	3	1.2 Work with stakeholder to pursue the Destin City Center (Phase 1 Feasibility Study)
Important Priority			
	1	4	1.3 Complete two-lane Crosstown Connector
	2	3	1.4 Public Beachfront acquisition initiative
	1	4	1.5 Underground utilities.
	1	4	1.6 Sthalman/ US 98 oedestrian and vehicle imporvements in cooperation with FDOT
Totals	8	22	

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 21, 2023

TYPE OF AGENDA ITEM: Presentation

AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: August 17, 2023

SUBJECT: City Marina Presentation for Discussion

I. BACKGROUND: The City has had City Marina on the Strategic Plan for a number of years.

II. DISCUSSION: Captain Jim is sharing a presentation.

- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):** No effect on budget.
- C. Level of Service (LOS):**
- D. Legislative Sponsor:**

III. CONCLUSION: This item is for discussion purposes.

IV. RECOMMENDED MOTION:

Attachments:

- 1. City of Destin Marina Overview
- 2. COD Marina Property
- 3. COD Marina Dock
- 4. COD Marina Upland

Proposed City of Destin Municipal Marina

Purpose and Need

This proposal started to be envisioned when the City of Destin began discussing the purchase of the property at 1 Harbor Blvd located in the Harbor CRA district. The attached documents show a layout of a possible design for a Municipal Marina along with improved parking, which both are part of the City's Strategic Plan as desirable goals.

Public Purpose

- **City Marina**

The Destin Harbor is one of the most sought-after places to keep a vessel. Whether for private or commercial purposes it is home to a synergy that has been a product of commitment of private businesses as well as city planning. The proposed Marina has 41 slips, 40 rentable slips and 1 pump out slip. The need for more dockage of vessels of all modes is desired and at a deficit within the Harbor CRA District. Transit and Permanent slips are in high demand year round. The preliminary estimates of income generated by these slips are close to \$750,000.00 annually

- **Improved Parking**

We all know that the Harbor CRA District is and has been operating at a deficit in parking for quite some time. Some parking would need to be set aside for tenants of the marina, but in the design, it provides an abundance of parking similar to the capacity of existing lots located within the district. This parking can be viewed as a premium as it connects directly to the Harbor Boardwalk and provides the safest passage without any street crossings at all. Within the design is 150 parking spaces with some room to expand depending on adjustments to design features.

- **Phase II Harbor Boardwalk**

One of the amenities within the design is Phase II of the Harbor Boardwalk, running under the Destin Bridge. This not only connects the Boardwalk to a property north of Highway 98, but also provides safe passage for pedestrians under the roadway to the Harbor's "Festive Market Place".

- **Connectivity**

With an ADA sidewalk running along the north side of the property, which has the most favorable amount of grade, the City will be able to provide ADA accessibility and connectivity to the Harbor Boardwalk in the safest manner possible. This will allow for utilization of the Zerbe parking areas for all pedestrians as well.

- **Marine Waste Pump Out Facility**

Another need for the Destin Harbor as well as the waterways around Destin is a Marine Waste Pump Out facility. As you may remember from the Harbor Capacity Study Steering Committee recommendations, we only have one facility in the Harbor that provides this service. With the large volume of marine traffic, and our city's commitment to water quality in our area, our waterway can only benefit from more points of service.

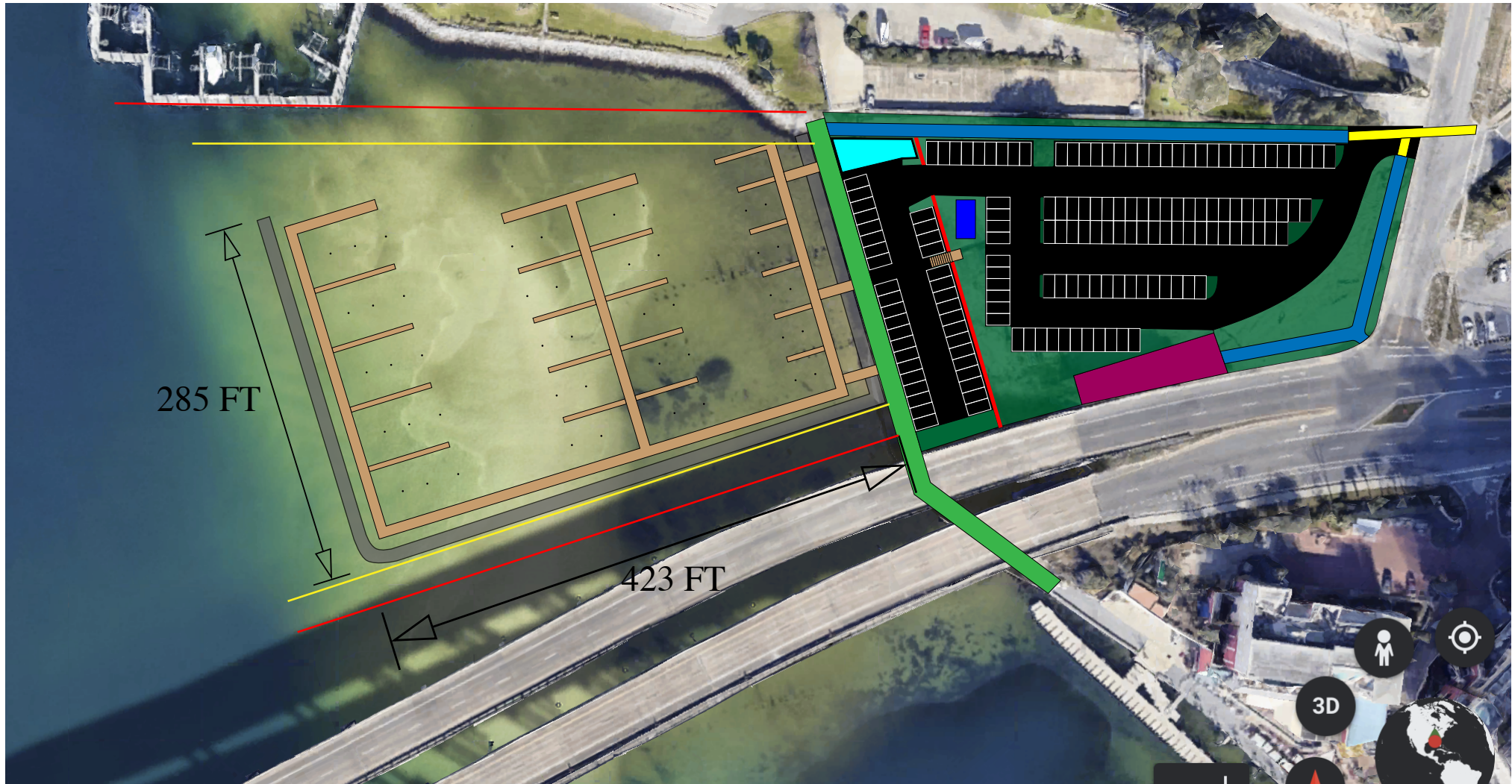
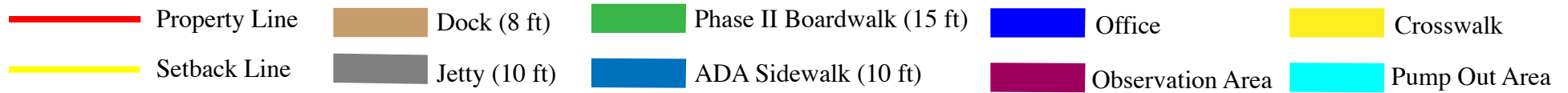
- Public View and Observation of the Waterway

During the City Council's discussions about the acquisition of the property many citizens spoke of having an unobstructed view of the waterway and sunsets. Utilizing an already existing platform on the property provides a very nice well-appointed Observation Area can be installed with also room for expansion if desired to make it bigger.

Summary

Overall, the property at 1 Harbor Blvd has a lot of potential to check a lot of boxes considering the needs and desires of the citizens as well as the Harbor CRA District. The Harbor CRA has a lot of parks for enjoyment and access for citizens and visitors alike. One thing that the city does not provide in all these other parks is available dockage for long term and transit vessels. Not only does this design provide a lot of connections to projects completed and being visioned as we speak, but it also provides the connection to the boating and fishing industries which is truly the foundation of Destin existence. Thank you for your consideration of this utilization of the 1 Harbor Blvd property.

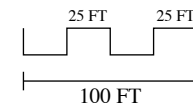
Proposed City of Destin Municipal Marina



Slip Count

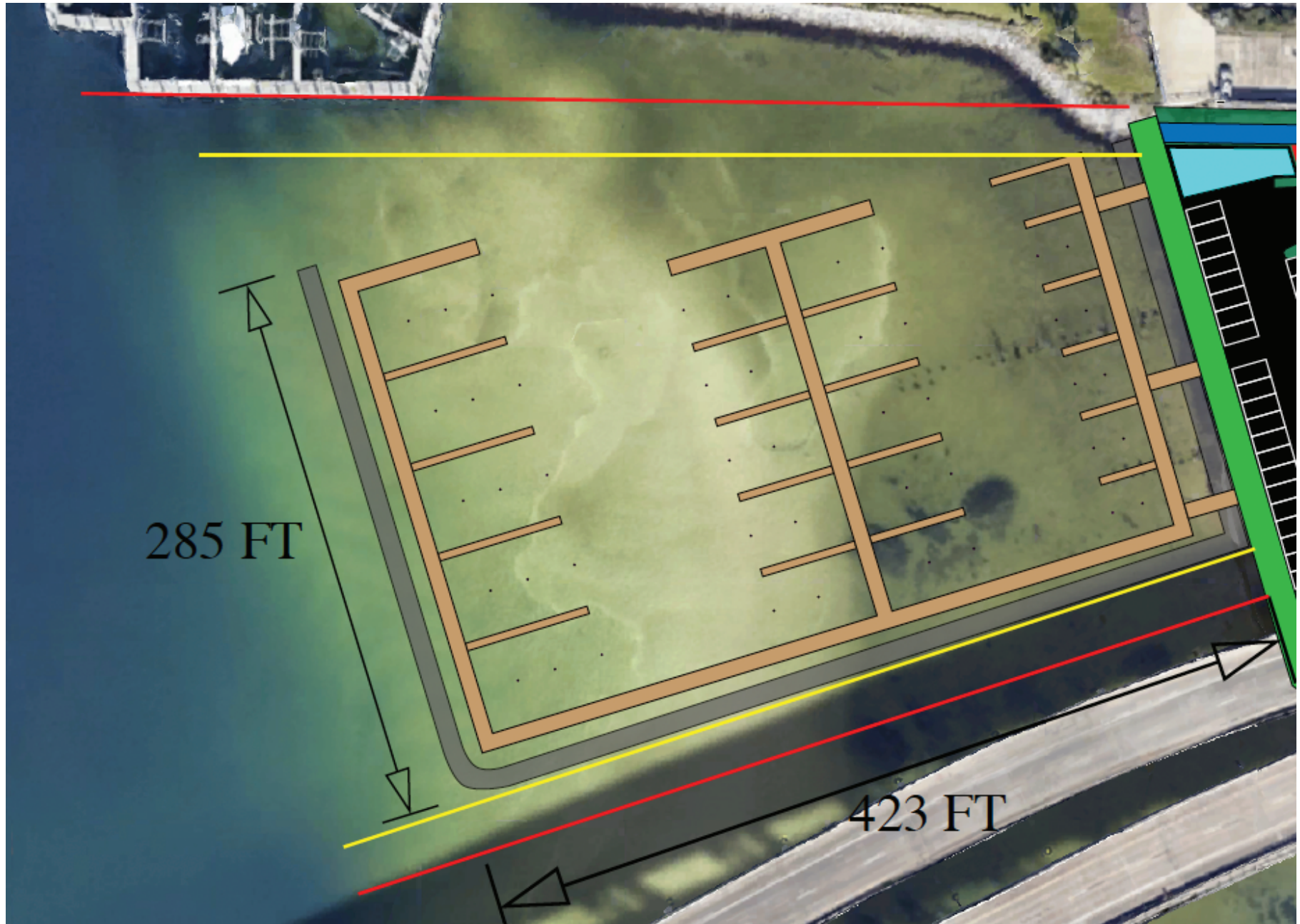
10 - 30ft L x 15ft W
 20 - 50ft L x 18ft W
 10 - 65ft L x 22ft W

1 - 22ft W slip for Pump Out
 or Water Taxi Slip

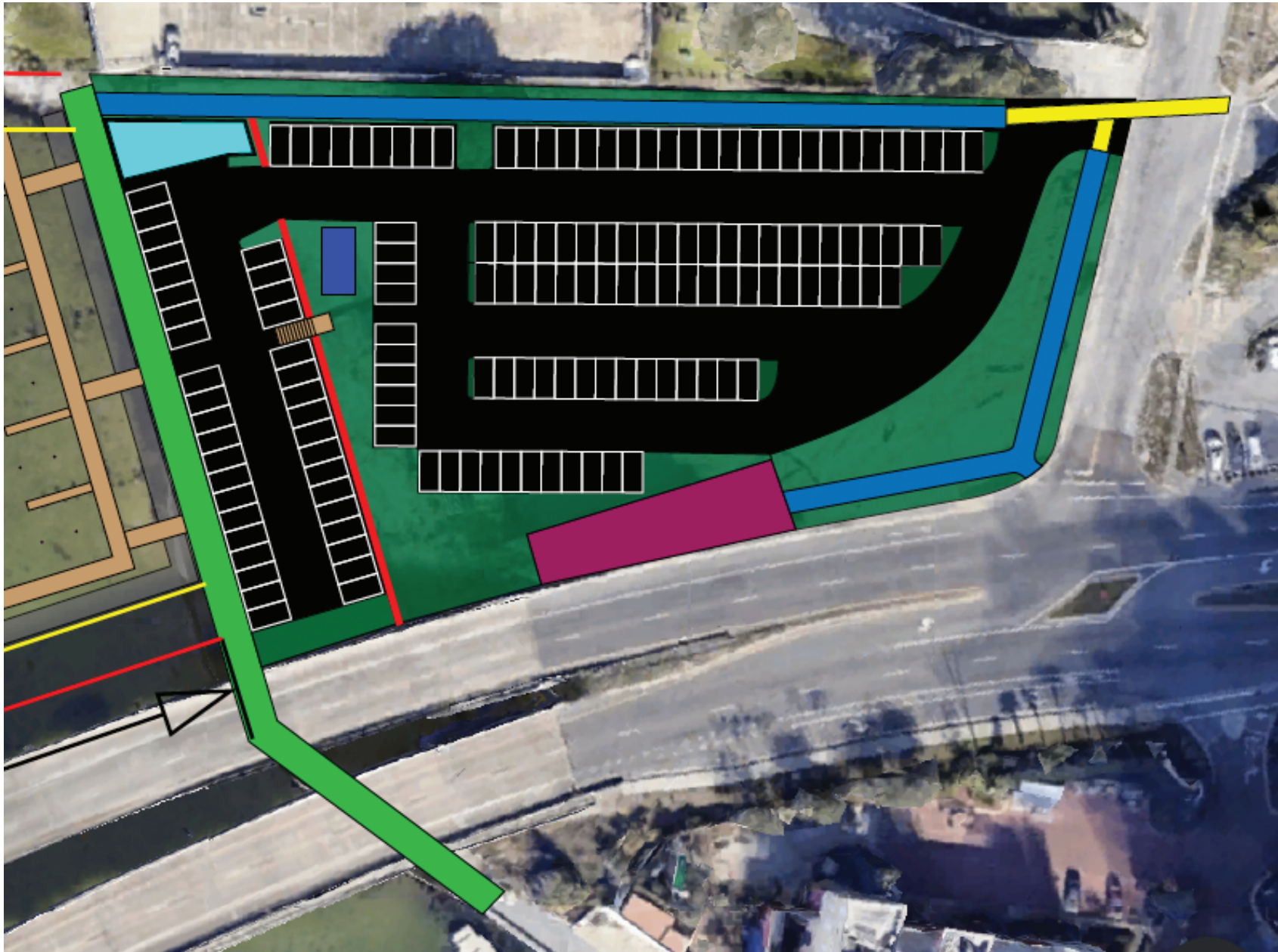
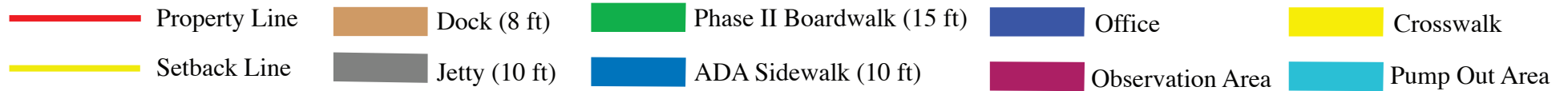


Proposed City of Destin Municipal Marina

- Property Line
- Dock (8 ft)
- Phase II Boardwalk (15 ft)
- Pump Out Area
- Setback Line
- Jetty (10 ft)
- ADA Sidewalk (10 ft)



Proposed City of Destin Municipal Marina



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 21, 2023
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, City Attorney
Ryan Scott, City Engineer

DATE: August 14, 2023

SUBJECT: Minimum Stormwater Management Systems Requirements (Definition of Vegetation)

I. BACKGROUND: Over the years, as a result of not having a clear-cut definition of vegetation in our Code, the City has allowed (permitted) a wide range of acceptable Stormwater Management and Stabilization practices such as sod, mulch, pine straw, and artificial/synthetic turf. Staff has flagged this discrepancy as one area to address in the Land Development Code (LDC) update.

II. DISCUSSION:

Stormwater Management is an integral part of helping maintain all that the City has to offer. There is some “gray” area in the Land Development Code as to what can make up a Stormwater Management System and the definition of vegetation.

To address this discrepancy in our Stormwater Management Systems, the following is needed:

- 1. A clear definition of vegetation**
- 2. Minimum requirements for Stormwater Management Systems**

Presented are a variety of studies, reports, recommendations, code amendments, resolutions, and comparisons from surrounding communities to adequately inform the Council to assist with setting clear definitions and expectations. These decisions will be included in the new Land Development Code rewrite.

A. Link to Strategic Goals / Objectives:

- II. Enhanced quality of life and safety for families
- IV. Effective, efficient, and aesthetically pleasing infrastructure

VI. A green and sustainable environment.

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): N/A

D. Legislative Sponsor:

III. CONCLUSION:

Staff is seeking direction from Council with respect to:

- 1. Does Council want to keep artificial/synthetic turf in the definition of vegetation?**
- 2. If so, does Council want to allow artificial/synthetic turf within Stormwater Management Systems?**
- 3. If so, does Council want to have the City Manager direct Staff to look into adopting specific rules similar to what other municipalities have done?**

IV. RECOMMENDED MOTION:

Attachments:

1. NFWFMD-Basin Stabilization
2. University of Florida Synthetic Turfgrass
3. City of Orlando LDC2021-10008-Artificial-Turf-and-Landscape-Code-Amendment
4. FDEP-Basin Stabilization
5. Marco Island Resolution 15-23
6. Vegetation & Stormwater

From: [Dana Palermo](#)
To: [Ryan Scott](#)
Subject: Basin Stabilization
Date: Monday, August 7, 2023 5:15:05 PM
Attachments: [Outlook-c3sn21xm.png](#)

You don't often get email from dana.palermo@nwfwater.com. [Learn why this is important](#)

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good Afternoon Ryan:

It was a pleasure speaking with you today. To follow up to our conversation regarding basin stabilization, and more specifically dry retention ponds, in accordance with Subsection 2.6.2 of ERP Applicant's Handbook Volume II, all stormwater basin side slopes shall be stabilized by either vegetation or other means or materials to minimize erosion of the basin due to flow velocity and runoff from the banks. This section further details that the retardation of overland runoff and soil stabilization using naturally occurring vegetation coverage shall be considered before paving, riprap, lining, energy dissipation, and other structural measures are proposed.

The use of naturally occurring vegetation can be any type of vegetation that would otherwise grow within the soil types onsite of the project. The District also accepts various types of grasses or natural ground cover that is listed within the publications of the [Florida Friendly Landscaping Program](#).

If other structural means are used, aside from naturally occurring vegetation coverage, the applicant would be required to demonstrate that the proposed material meets the minimum stormwater treatment performance standards in accordance with Subsection 62-40.432(2), F.A.C. (Water Resource Implementation Rule). These standards, in part, provide that when a stormwater management system complies with rules establishing the design and performance criteria for such systems, there shall be a rebuttable presumption that the discharge from such systems (downstream to receiving waters or percolation into the ground) will comply with state water quality standards. Systems meeting the design and performance criteria of ERP Applicant's Handbook Volume II, including the criteria listed under Subsection 2.6.2, are presumed to meet the Water Resource Implementation Rule performance standards.

If a material is used that is not considered the standard, such as a liner, semi-impervious, etc., the proposed system would no longer fall within the rebuttable presumption and the applicant would be required to provide a pollutant loading analysis to demonstrate that the alternative material meets or exceeds the minimum performance standards for Total Nitrogen and Total Phosphorus, demonstrating a net benefit to the pollutant loading from the existing conditions of the site.

I hope this provides some clarification on what the Northwest Florida Water Management District will accept as appropriate basin stabilization materials.

Please let me know if you have any other questions.

Thanks.



Dana R. Palermo, PE

Chief, Bureau of Environmental Resource Permitting

Office: (850) 951-4660

Direct: (850) 951-4665

www.nwfwater.com

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Synthetic Turfgrass and the Nine Principles of Florida-Friendly Landscaping™

Jason Kruse, Bryan Unruh, Jennifer Marvin, Tom Wichman, Lynn Barber, Norma Samuel, John Bossart, Claire Lewis, and Esen Momol

Introduction

Homeowners in Florida are offered many different species and cultivars of natural turfgrass to consider for their lawns, each offering varying levels of shade, maintenance, water, disease, and pest resistance, as well as differences in color, texture, and overall aesthetics. Recent additions to the list of available turfgrasses have benefited from extensive breeding programs to develop cultivars that need fewer inputs (e.g., water and fertilizer), have fewer pest problems, and require less mowing, all traits that contribute to their appropriate use in Florida-Friendly Landscaping™ (FFL) (Momol et al. 2021).

However, in addition to these living turf options, some homeowners replace natural turfgrass with synthetic turf, also referred to as artificial turf. Originally developed as a durable, low-maintenance playground surface, synthetic turf is a manufactured product that utilizes synthetic fibers that mimic the aesthetic look of natural grass. Essentially outdoor carpet,

artificial turf is typically composed of nylon, polypropylene, or polyethylene fibers connected to a reinforced backing material. While designed to imitate the look of natural turf, synthetic turf does not provide the ecosystem benefits of a natural turf system. This publication examines the properties of synthetic turf in relation to each of FFL's nine principles.

Florida-Friendly Landscaping™: The Nine Program Principles

FFL protects Florida's natural resources by conserving water, reducing waste and pollution, creating wildlife habitat, and preventing runoff and erosion (Momol et al. 2021). Landscapes in Florida can be Florida-Friendly if designed and maintained according to the nine Florida-Friendly Landscaping™ principles (FYN Handbook 2015). Each of the nine Florida-Friendly Landscaping™ principles are evaluated below as they relate to living turfgrass and its potential replacement by synthetic turf.

1. Right Plant, Right Place: FFL's mission is to provide science-based information for creating resilient, sustainable landscapes of living plants that have been specifically selected and appropriately installed so that they require little or no irrigation, fertilizer, or pesticide. Because synthetic turf is not alive, it does not meet the criteria of a plant choice for an FFL landscape. As a living plant, natural turfgrass plays an important role in cooling the environment that synthetic turf cannot. Average surface temperatures of a natural turfgrass lawn have been reported to be as much as 70°F cooler than a dormant brown lawn and as much as 100°F cooler than synthetic turf surfaces. Higher surface temperatures increase the surrounding air temperatures and result in an increase in the energy required for mechanical cooling of adjacent homes and buildings. Caludio (2008) describes heat island effects generated by larger installations of synthetic turf. Living turfgrass also provides a root zone, which helps to filter and slow runoff and stop erosion. Synthetic turf cannot do this, because part of its installation requires compacting the earth below, increasing runoff beneath the synthetic turf.

2. Water Efficiently: Synthetic turf systems do not require supplemental irrigation; however, installations may require water use for different reasons. As mentioned above, synthetic turf can become excessively hot, with one author (Kruse) measuring surface temperatures on synthetic turf as high as 160°F. Because of these high temperatures, it is common for users to spray the surface with water to cool it for use, which may negate some of the perceived benefit from the system not requiring "irrigation." In addition, many manufacturers recommend weekly wash downs of the artificial turf surface to remove contaminants such as dust and pet waste and its odor. These washings, especially those to remove pet urine, often use quite a bit of water because the waste must pass through the artificial turf, the underlying

substrate, and the weed barrier before being carried away. This wash water will generally not infiltrate into the ground below because of soil compaction conducted before installation of the synthetic turf. As noted in *The Ultimate Artificial Grass Maintenance Guide* (neograss.co.uk):

If your lawn has not been installed on a free-draining sub-base, then you may need to purchase one of the many artificial grass cleaning products available on the market that will remove the smell of urine and sanitize your lawn.

Living turf, on the other hand, helps cool the environment, absorbs pet urine, and does not require washing to remove odors or dust. Once established, living turf needs minimal water during times of drought.

3. Fertilize Appropriately: Synthetic turf systems do not require fertilization. However, the lack of a root system and its associated microbial community in synthetic turf systems eliminates the water filtration benefit that is gained through the installation of a living turfgrass system.

4. Mulch: In an FFL landscape, mulch is often incorporated within ornamental beds and around shrubs to maintain soil moisture and control weed growth. However, mulch application is not applicable to synthetic turf systems.

5. Attract Wildlife: An FFL landscape will often incorporate elements that attract wildlife, including the installation of host and pollinator plants to attract butterflies and native bees, as well as mixes of shrubs and trees that provide food, cover, and nesting opportunities for birds and other wildlife. This effect is amplified when natural wildlife preserves, and other green areas are adjacent or nearby. Research has shown that turfgrass lawns support an abundance of beneficial arthropods, such as beetles, bees and wasps, as well as worms, which in turn support larger wildlife such as birds and other ground-feeding wildlife (Shimat et al. 2020). Synthetic turf does not offer any benefits that attract or support wildlife.

6. Manage Yard Pests Responsibly: A fundamental component of FFL is using the appropriate combinations of plants (see FFL Principle No. 1: Right Plant, Right Place) maintained through proper irrigation and fertilizer protocols, so that yard pests are controlled with little or even no need for pesticide application. This holistic pest management approach forms the basis of integrated pest management, or IPM. As discussed above, while synthetic turf plays no role in attracting or supporting wildlife, it also does not contribute to the mix and balance of landscaping plants that promote IPM.

7. Recycle Yard Waste: FFL promotes the recycling of yard and landscape clippings into mulch and compost. This not only reduces the amount of yard waste that must be picked up curbside and transported for disposal, but yard waste converted to compost and used as fertilizer decreases the need for a homeowner to buy other fertilizers, especially synthetic fertilizers. Because synthetic turf is primarily plastic, it does not directly generate yard waste such as leaf litter and clippings, although falling leaves that accumulate on the synthetic turf must still be removed to prevent wear and tear. More importantly, however, synthetic turf has a finite life span, perhaps 10 to 20 years depending on the quality of ongoing care including rinsing, removing leaves, and sanitizing. At the end of its life, the synthetic turf will need to be removed and replaced, with the ultimate disposal of the old synthetic turf most likely in a landfill.

8. Reduce Stormwater Runoff: The primary base construction for synthetic turf systems in residential landscapes involves removal of a portion (2”–3”) of the topsoil followed by heavy compaction of the remaining soil to establish a firm, uniform base on which to install the synthetic turf product. This compaction reduces soil infiltration rates and increases the risk of runoff from the landscape. While it may be possible to use rain gardens, berms, and swales to retain runoff on the property, there remains a significant risk of increased runoff when compared to natural turfgrass, which has been shown to increase soil infiltration rates. A recent study by Simpson and Francis (2021) demonstrated that synthetic turf lawns had more runoff and decreased water retention compared to living turf lawns. A similar study (Chang et al. 2021) found that living turf provided greater runoff control than synthetic turf.

a. In addition to runoff volume, synthetic turf runoff has been shown to contain zinc in concentrations that pose a potential risk to surface waters and aquatic organisms (Connecticut Department of Environmental Protection 2010). Another synthetic turf study in New York found that runoff water from rain or from spraying or misting contained some 25 different chemical species and four metals (zinc, selenium, lead, and cadmium) that were released into water from the rubber infill incorporated into the synthetic turf (Claudio 2008).

b. In contrast to synthetic turf, a healthy, established natural turf system consists not only of the dense cover of the aboveground grass blades, but also an underlying deep, intricately intertwined root zone that can filter and absorb contaminants. Natural turf installations improve soil structure over time and as a result enhance water filtration and infiltration into the soil. A robust root zone with healthy soil will also absorb dissolved nutrients, decrease nutrient leaching into the underlying ground water, and sequester carbon. Because, by definition, synthetic turf systems do not consist of plant material, they have no capacity to provide these same ecosystem services as a living turf.

9. Protect the Waterfront: Synthetic turf systems lack the soil-stabilizing benefits offered by the rootzones of flood-tolerant plants that are typically found along the edges of water bodies. The presence of these plants protects the shoreline from erosion and has been documented as having a significant impact in reducing the concentration and amount of contaminants that enter bodies of water through stormwater runoff. Installation of a synthetic turf system along the edge of a water body increases the risk of soil erosion due to the lack of an established soil-stabilizing rootzone. In addition, the increased risk of runoff due to compaction of the soils during installation will increase the risk of pollutants reaching the water body that may have otherwise been caught/filtered out by the natural turfgrass system.

Conclusions

Protecting and preserving Florida's water resources through sustainable landscaping practices on living landscapes is the primary focus of the Florida-Friendly Landscaping™ Program. It strives to achieve this goal through implementation of nine principles designed to reduce the environmental impact of urban landscapes while creating wildlife habitat, preventing erosion, and reducing landscape-based contributions to landfills. When considering the use of a synthetic turf system in the urban landscape, it is important to understand all the potential environmental impacts. Synthetic turf systems have not been shown to improve or create wildlife habitat, do not improve groundwater recharge, can heat excessively in the sun and, in more extensive installations, can cause a substantial heat island effect. In addition, synthetic turf generates higher stormwater runoff than natural turf and has been shown to leach a variety of contaminants, including both organic compounds and heavy metals. Finally, since synthetic turf is primarily plastic it has a finite lifespan and must eventually be disposed of in a landfill, a practice that is counter to the sustainability goals of the Florida-Friendly Landscaping™ Program.

References

- Chang, B., B. Wherley, J. A. Aitkenhead-Peterson, and K. J. McInnes. 2021. "Effects of Urban Residential Landscape Composition on Surface Runoff Generation." *Science of the Total Environment* 783:146977. <https://doi.org/10.1016/j.scitotenv.2021.146977>
- Claudio, L. 2008. "Synthetic Turf Health Debate Takes Root." *Environmental Health Perspectives* 116 (3): 117–122. <https://doi.org/10.1289/ehp.116-a116>
- Connecticut Department of Environmental Protection. 2010. *Artificial Turf Study, Leachate and Stormwater Characteristics, Final Report*.

The Florida Yards and Neighborhoods Handbook. 2015.

https://ffl.ifas.ufl.edu/media/ffliffasufledu/docs/FYN_Handbook_2015_web.pdf

Joseph, S. V., K. Harris-Shultz, D. Jespersen, B. Vermeer, and C. Julian. 2020. "Incidence and Abundance of Bees and Wasps (Hymenoptera) in Centipedegrass Lawns in Georgia." *Journal of Entomological Science* 55 (4): 547–559. <https://doi.org/10.18474/0749-8004-55.4.547>

Momol, E., M. Scheinkman, M. Thomas, T. Wichman, G. Hansen, C. Lewis, J. Marvin, L. Barber, T. Silvasy, T. Freeman, T. McIntyre, E. Brown, A. Peck, and J. Bossart. 2021. "What Is Florida-Friendly Landscaping™?" *EDIS* 2021 (4). <https://doi.org/10.32473/edis-ep607-2021>

Simpson, T. J., and R. A. Francis. 2021. "Artificial Lawns Exhibit Increased Runoff and Decreased Water Retention Compared to Living Lawns Following Controlled Rainfall Experiments." *Urban Forestry & Urban Greening* 63:127232. <https://doi.org/10.1016/j.ufug.2021.127232>

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FIND PUBLICATIONS BY TOPIC AREA

Staff Report to the Municipal Planning Board May 18, 2021

LDC2021-10008

ARTIFICIAL TURF LANDSCAPE CODE AMENDMENT

Applicant

City of Orlando

Project PlannerTerrence Miller,
Planner II**Property Location:** City wide**Summary—** Land Development Code Amendment to Chapter 60 (Subdivisions and Landscaping) and Chapter 66 (Definitions) to provide specific regulations for artificial turf and providing standards for the installation and maintenance of artificial turf.**Staff's Recommendation:** Approval**Public Comment**

The notice of the public hearing for this proposed amendment was posted in the Orlando Sentinel. Staff did outreach to major builders and found no issues with this proposal.

ANALYSIS

OVERVIEW

The City updated the Landscaping Code in November 2013, which seeks to provide a lush, sub-tropical landscaping scheme for the City. It also specified requirements specifically for single family/duplex properties. Further non-living materials are specifically limited and discouraged in the Code – such as rocks, mulch, and arguably artificial turf. Among the reasons listed for the intent of the City landscape code is to enhance the city's appearance, provide habitats for urban wildlife, improve air and water quality, mitigate heat and glare, and increase land values by providing landscaping as a capital asset; some of these objectives cannot be met with a substantial amount of artificial turf. Therefore, staff is proposing a regulation that allows some installation of artificial turf, spells out the permitting process, and places some limitations on it so that it fits within the context of a sub-tropical environment.

ANALYSIS

Many homeowners have turned to artificial turf as a means of replacing their existing lawns with a similar green surface that does not require irrigation or maintenance. The City has received code enforcement complaints regarding installation of artificial turf without a permit. Other residents have inquired about the approval process to install artificial turf. Right now, because the code is relatively silent, staff issued a determination that allows for artificial turf, but requires it to be counted toward the maximum amount of impervious surface on the lot (LDC2019-10020).

Healthy lawns clean and cool the air by absorbing carbon dioxide, releasing oxygen, and collecting dust and dirt. They filter stormwater runoff, facilitate groundwater recharge, and reduce erosion, glare, heat island effect and noise. Turfgrass plays a significant role, when compared to artificial turf, in reducing water runoff in urban and suburban environments that have significant areas of impervious surfaces such as sidewalks and driveways. Because it is not living and made of plastic and rubber - not plant material – artificial turf doesn't offer any benefits of plants in a sub-tropical environment, such as abating the urban heat island effect. Artificial turf does not provide the cooling effect of a living lawn and becomes quite warm on a sunny day. Soil health is another factor. Instead of increasing the life of your soil, it compacts soil and creates an inhabitable environment for the living organisms in your soil, rendering it unable to grow other plant materials until that soil has been brought back to life.

While some artificial turf systems are designed with a permeable base layer, the 90% required compaction does not permit water absorption into the subgrade. This can cause runoff onto adjacent properties or into the streets/sewers instead of being absorbed into the ground like with turf grass.

As a result, artificial turf will be considered a non-living, impervious material that shall and does not emphasize the natural beauty of Central Florida and meeting the intent of establishing and maintaining living plant ecosystem. While artificial turf may be more appropriate for other biomes, such as an arid or semi-arid environment, it may not make as much sustainability sense in the humid environment of Central Florida.

Updated: May 13, 2021

The landscape code regulations are to protect the general welfare of Orlando residents and visitors by promoting water conservation and enhancing the city's appearance. As stated in the purposes of the Landscaping Code, this is done in part by improving the appearance of Orlando and perpetuate its image as "The City Beautiful," emphasizing the natural beauty of Central Florida and the unique flora of the region. The landscape code regulations also provide support of habitats for urban wildlife and protect endangered or threatened plant species, habitats, and rare or endangered ecosystems.

Because artificial turf lacks the ability to filter stormwater runoff, setbacks are established to protect waterfront swales natural bodies of water such as lakes, ponds and other drainage features (such as prohibiting the installation of artificial turf in swales). The appearance of artificial turf is another important aspect. Artificial turf must have an appearance of natural turf grass when visible from rights-of-way, adjacent properties and open space. The material must appear natural in appearance and color and must not be installed in a public or private rights-of-way, or natural features (wetlands, lakes, parks, common areas etc.).

A functional amount of artificial turf might still be obtained, depending on its location in a site's landscaping when limited as proposed. This code update is to address the growing desire to install artificial turf in residential zoning districts where artificial turf is not specifically allowed or prohibited as part of the residential landscape code requirements.

SUMMARY OF PROPOSED CHANGES

Staff is proposing to establish and adopt specific regulations for artificial turf standards, installation and maintenance. This code update also provides additional landscape definitions and minor code reorganization.

- Removed duplicate information from sec 60.223 that will be used in an updated/revised section 60.223 (Part G) Site Specific Plantings and Material Requirements
- New heading name for part 2G
- Added artificial turf requirements
- Moved code language to new sections
- Provide additional definitions in relation to artificial turf

REVIEW/APPROVAL PROCESS—NEXT STEPS

1. MPB minutes scheduled for review and approval by City Council.
2. Forward to City Attorney's Office for Legal Review
3. 1st reading of the Ordinance
4. Advertisement
5. 2nd reading of the Ordinance

CONTACT INFORMATION

For questions regarding Land Development review, please contact Terrence Miller at (407) 246-3292 or terrence.miller@orlando.gov.

DRAFT ORDINANCE

The following is a draft Ordinance (subject to legal review) that establishes the draft changes. The struck through text are words that will be removed from the code. Text that is underlined will be words that are added to the code. Text that is neither is existing code let to remain.

PROPOSED CODE LANGUAGE

The draft code changes are as follows and are subject to final review and approval by the City Attorney's Office. New language is underlined and eliminated language is ~~struck through~~.

Sec. 60.223. - One-Family and Two-Family Residential Development Standards

All landscaping improvements and modifications must conform to the below requirements. Landscaping upgrade to the below standards is required for new development or upon substantial enlargement of an existing property; in such cases, the Building Official shall not issue a Certificate of Occupancy until compliance is achieved. During the permitting process, the requirements of this section shall be noted on the development plan; however this section shall not require the submittal of a separate landscape plan unless required by other provisions in this Code or any other development order.
PART 2G

6. Non-Vegetative Materials. Stone, gravel, artificial turf and rock beds may be used as an accent, but shall not be considered permanent landscaping, and does not meet the intent of this code when a substantial portion of the landscape is non-vegetative material.

(f) Irrigation Systems. Landscape irrigation systems are not required on one-family and two-family lots.

If installed, irrigation systems shall meet the requirements of Part 2I ~~be grouped according to high, medium and low water needs, with separate zones for turf and landscaping beds, without mixed heads to maximize water application efficiency. All irrigation systems must have a properly installed, set and maintained rain shutoff device per state law. Irrigation systems that are provided must be indicated on the building plans for the applicable lot and the site must comply with one of the following methods:~~

- ~~1. There is no turf on the site.~~
- ~~2. Water for irrigation is only provided from non-potable or non-well sources.~~
- ~~3. Irrigation is provided by a low-volume system that incorporates micro-irrigation or drip emitters, or multiple-trajectory rotating stream nozzles.~~
- ~~4. Install soil moisture sensors or a weather-based evapotranspiration (ET) controller.~~
- ~~5. Irrigation system is certified by Florida Water Star, by the appropriate water management district.~~

Renaming Part 2G

2G. - NON-RESIDENTIAL AND MULTIFAMILY LANDSCAPING REQUIREMENTS SITE SPECIFIC PLANTINGS AND MATERIAL REQUIREMENTS

Sec. 60.224. - ~~General Requirements Artificial Turf~~

The use of artificial turf is permitted subject to obtaining permit from the Permitting Division and compliance with the provisions of this Section. All artificial turf shall, at a minimum, be installed according to the manufacturer's specifications and may be subject to further City stormwater requirements.

- (a) Location. The installation of artificial turf is permitted on residential, private parks and schools, commercial sites and limited to play areas of public parks and institutions subject to the requirements of this Section. Installation of artificial turf within public and private rights-of-way is prohibited. Artificial turf may not be installed within 50 feet of any artificial or natural water body. Within Historic Preservation Districts, artificial turf may not be installed where it is visible from any rights-of-way; further, a major Certificate of Appropriateness is required for its installation. Artificial turf is prohibited within drainage features (e.g. retention ponds, swales, and etc.). Artificial turf must be installed outside of the drip line of any tree.
- (b) Impervious Surface Ratio. The installation of artificial turf shall be calculated as an impervious surface, as the intent of the Landscape Code is the installation of living, sub-tropical materials on pervious areas of the site. Total impervious area calculations shall be submitted with any artificial turf application. The quantity of artificial turf to be incorporated into the landscaping of a property shall be limited by the maximum impervious surface ratio (ISR) for the subject property within the applicable zoning district and location requirements above.
- (c) Appearance. Artificial turf shall consist of materials that appear natural in appearance and color from any public or private rights-of-way, neighboring properties or natural features (wetlands, lakes, parks, common areas etc.). The use of indoor/outdoor plastic or nylon carpeting as an installation of artificial turf is prohibited.

(d) Maintenance. All artificial turf shall be maintained in a fadeless condition and shall be kept free of dirt, mud, stains, weeds, debris, tears, holes and impressions. Maintenance shall include, but not be limited to: cleaning, brushing, debris removal; repairing of depressions and ruts to maintain a visually-level surface; elimination of any odors, flat or matted areas, weeds, and evasive roots; and all edges of the artificial turf shall not be loose and must be maintained with appropriate edging or stakes.

All artificial turf must be replaced if it falls into disrepair with fading, holes or loose areas. Replacement and repairs shall be done with like materials from the same manufacturer and done so in a manner that results in a repair that blends in with the existing artificial turf.

Relocating language from section 2G NON-RESIDENTIAL AND MULTIFAMILY LANDSCAPING REQUIREMENTS . - to 2H. - NON-RESIDENTIAL AND MULTIFAMILY LANDSCAPE WORKSHEET

Applicability. All landscaping on non-residential and multifamily sites shall be designed, installed, and maintained in conformance with this Part and shall meet the minimum points required in Part 2H, Non-Residential and Multifamily Landscape Worksheet, at time of new development, substantial improvement or enlargement, or change of use to a higher intensity class.

Tree Point Requirements. Where a project has a requirement for tree points, tree points shall be calculated to be equal to the following: 1 tree point = 1 installed tree, minimum 10'—12' ht., and 2" caliper. An existing retained tree greater than 4" in caliper (dbh) shall be equal to 3 tree points.

Adding Definitions

Chapter 66 - DEFINITIONS

Artificial Turf or artificial grass: An artificial grass mat manufactured with manmade materials such as polypropylene, polyethylene, and/or other materials, which is used to replicate the appearance of natural grass.

Florida-friendly landscape(ing): A landscape that incorporates the practices and philosophies promoted by programs such as Florida Yards and Neighborhoods/Environmental Landscape Management. These programs promote quality landscapes that conserve water, utilize water wise principles, protect the environment, are adaptable to local conditions, and are drought tolerant.

Florida Water StarSM is a program of the St. Johns River Water Management District that encourages indoor and outdoor water-efficient options and leak prevention by providing technical direction and certification for new construction and residential renovation that meets goals in water efficiency.

Impervious Surface Area: The area of ground covered by any part of a building, street, vehicular use area, or any other structure, improvement, facility or material which prevents or severely restricts natural percolation of moisture. This includes all asphalt and brick surfaces, artificial turf and areas devoted to any outdoor storage and/or display of materials and merchandise, but does not include exterior accessory swimming pools. Wooden patios under Chapter 58 shall be considered pervious.

Irrigation system: A system of pipes or other conduits designed to transport and distribute water to keep plants in a healthy and vigorous condition.

Ryan Scott

From: Baird, Emma <Emma.Baird@FloridaDEP.gov>
Sent: Thursday, August 10, 2023 12:42 PM
To: Ryan Scott
Cc: Louis Zunguze; Cindy Runyon; Joe Bodi; Dinah Kertz
Subject: RE: Artificial Turf

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good afternoon,

There is no direct definition in rule for vegetation. However, most instances of that word being used it is described as natural, undisturbed, wetland, growing, exotic, and other such terms that indicate it is a living material. The Applicant's Handbook Volume II for the NFWFMD, section 2.4, states that "naturally occurring vegetation coverage shall be considered" for soil stabilization for overland runoff before considering other artificial means. 373.185 F.S. also outlines how Florida friendly landscaping should be encouraged and incentivized.

Synthetic turf does not have the natural vegetation or root system to aid in uptake of nutrients providing treatment and water could potentially not infiltrate within the 72 hour requirement. There is no research that I am aware of that substantiates that artificial turf could treat stormwater to the same level as natural turf.

While synthetic turf can be useful in small and well trafficked areas where natural grasses would have a difficult time growing because of shade, soil conditions, foot traffic, or other causes; the use of synthetic turfgrass could cause additional factors on a site that would need to be accommodated. The project would need to take into account the permeability in the artificial turf and its subsurface as a low permeability of the area will increase the runoff volume and rate of the site. Washing and cooling of the synthetic turf with water should also be accounted for as a potential additional source of runoff volume.

Thank you reaching out, let me know if I can provide any further assistance.

Best,



Emma Rivers Baird, P.E.

Engineer III
Division of Water Resource Management
Florida Department of Environmental Protection
Emma.Baird@floridadep.gov
8502457655

From: Ryan Scott <rscott@cityofdestin.com>
Sent: Wednesday, August 9, 2023 5:09 PM
To: Baird, Emma <Emma.Baird@FloridaDEP.gov>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Joe Bodi

<jbodi@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>

Subject: Artificial Turf

EXTERNAL MESSAGE

This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Good afternoon Emma,

I have a few questions regarding FDEP's stance on artificial turf.

Does FDEP have a definition for vegetation?

Would FDEP's definition of vegetation include artificial turf?

If artificial turf were to be proposed within a stormwater system (e.g. swales, retention, detention) would FDEP allow that to be permitted?

Please let me know if you have any questions or would like to discuss anything further.

Thank you.

RYAN SCOTT, PE

City Engineer

CITY OF DESTIN

4100 Indian Bayou Trail

Destin, Florida 32541

Office: 850-279-4102



ANY PROJECTS FILED **AFTER SEPTEMBER 1ST** WILL BE REQUIRED TO SUBMIT A FINAL CONSTRUCTION INSPECTION CERTIFICATION AND FINAL INSPECTION REQUEST FORM IN ADDITION TO THE PREVIOUSLY REQUIRED DOCUMENTS. THE NEW REQUIRED FORM CAN BE DOWNLOADED [HERE](#).

The City of Destin is creating a new Design Manual for design and construction. The link below will take you to the available details for review and comment. So please comment and contribute to the viability of Destin's future!

<https://www.cityofdestin.com/DocumentCenter/View/15521/Draft-Construction-Design-Details?bidId=>

"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."



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RESOLUTION 15-23

**A RESOLUTION OF THE CITY OF MARCO ISLAND,
FLORIDA APPROVING AND ADOPTING ARTIFICIAL OR
SYNTHETIC TURF STANDARDS AND SPECIFICATIONS
FOR APPROVAL, INSTALLATION, AND MAINTENANCE;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on March 2, 2015, the City Council of the City of Marco Island, Florida adopted Ordinance No.15-04 which permits the use of artificial and/or synthetic turf when approved by the City Manager or his/her designee.

WHEREAS, City Council directed the City Manager to establish applicable standards and specifications for the approval, installation, and maintenance of artificial or synthetic turf consistent with Ordinance No.15-04.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARCO ISLAND, FLORIDA:

SECTION 1. Recitals.

The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true, correct and reflective of the legislative intent underlying this Resolution and are hereby made a specific part of this Resolution.

SECTION 2. Adoption.

The Synthetic turf standards and specifications for the approval, installation and maintenance as contained in this Resolution are hereby created and adopted as follows:

Article 1. Synthetic Turf

1. Synthetic turf.

- a. The use of artificial plants and surfaces painted to appear as plant material are prohibited in a landscaped area except as provided by this section.
- b. The use of synthetic turf on areas with a slope percentage greater than 5% shall not be permitted.
- c. Synthetic turf that complies with the following standards may be permitted:
 - I. Simulate the appearance of live turf, organic turf, grass, sod or lawn.
 - II. Be of a type known as cut pile infill with pile fibers a minimum height of 1.75 inches.
 - III. Minimum 75 ounces per square yard.
 - IV. Be manufactured from polyethylene monofilament, Dual Yarn System.
 - V. Be affixed to a permeable backing.
 - VI. Have a minimum 8-year "No Fade" warranty.
 - VII. Product must be lead free.
 - VIII. Product must be flame retardant.

- d. The use of indoor or outdoor plastic or nylon carpeting as a replacement for natural or synthetic turf shall be prohibited.
- e. A material other than polyethylene monofilament may be approved by the City Manager or his / her designee if the product has been certified to meet applicable environmental and health regulations regarding lead content.
- f. Use of Synthetic turf in the public right of way or swale is prohibited.
- g. Turf shall not be treated as a fill in material, but rather as a planned element of the landscape.

2. Installation.

- a. Synthetic turf shall:
 - I. Be installed by a licensed professional pursuant to manufacturer's requirements.
 - II. Be installed over a subgrade prepared to provide positive drainage and an evenly graded mass of compacted, porous crushed rock aggregate material.
 - III. Be anchored at all edges and seams.
- b. A drainage system shall be installed underneath the turf to prevent excessive runoff or pooling.
- c. Where multiple panels are used, the change from one panel to the next shall not be readily visible and seams shall be joined in a tight and secure manner.
- d. An infill medium consisting of clean silica sand or other approved mixture shall be brushed into the fibers to ensure that the fibers remain in an upright position and to provide ballast that will help hold the turf in place and provide a cushioning effect.
- e. Areas of living plant material shall be installed or maintained in conjunction with the installation of synthetic turf when utilized in the front yard area. Living plant material shall include shrubs, vines, trees and groundcovers in separate planter areas and tree wells.
- f. Synthetic turf shall be separated from planter areas and tree wells by a concrete mow strip, bender board, or other barrier with a minimum 3/8" thickness to prevent the intrusion of living plant material into the synthetic turf areas.
- g. Use of an irrigation system for non-active use turf shall be prohibited.
- h. An existing irrigation system that will not be utilized for the synthetic turf may remain, however, heads shall be removed and pipes shall be capped below ground.

3. Maintenance.

- a. Synthetic turf shall be maintained in a green fadeless condition and free of weeds, debris, tears, holes, and impressions.

- b. Synthetic turf is prohibited in the public right-of-way and swales within the City of Marco Island. The City, City employees or its contractors or Subcontractors are not responsible to repair or replace any Synthetic Turf located within the public right-of-way, swales or easements damaged as a result of an associated city project or work order. Replacement of any synthetic turf material removed or damaged to repair or maintain roadways or utilities in the public right-of-way, swales or easements is the responsibility of the property owner and such repairs shall be made within 30 days or result in a code compliance violation.

4. Material Specifications and Plans.

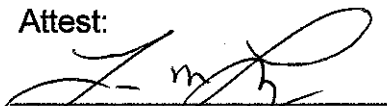
- a. Materials specifications and plans shall be provided to the City Manager or his / her designee for review and approval prior to the installation of the synthetic turf.
- b. The submittal shall include:
- I. A landscape plan showing the area of synthetic turf, area of living plant material, and separation material between these areas.
 - II. A dimensioned cross section of proposed materials and installation details, including subgrade, drainage, base or leveling layer, and infill.
 - III. Edge material and detail for treatment of seams.
 - IV. Material description and specifications, including manufacturer, installer (with contact information), and warranty information.

SECTION 3. Effective Date.

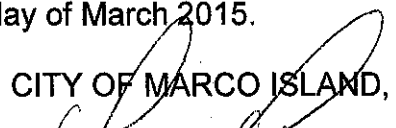
This Resolution shall be effective immediately upon adoption by the City Council.

The foregoing Resolution was adopted this 16th day of March 2015.

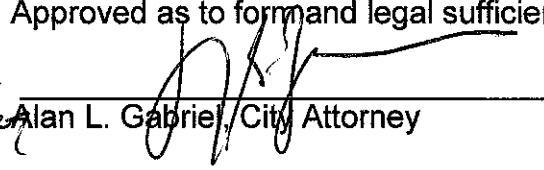
Attest:


Laura M. Litzan, City Clerk

CITY OF MARCO ISLAND, FLORIDA

BY: 
Larry Sacher, Chairman

Approved as to form and legal sufficiency:


for Alan L. Gabriel, City Attorney

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Defining Vegetation & why is it important?



Current City Land Development Code Definitions

Impervious surface: A surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. It also includes semipervious surfaces such as clay, shell, gravel, crushed stone, pavers, as well as most conventionally surfaced streets, roofs, sidewalks, parking lots and other similar surfaces.

Landscape material: Living material including, but not limited to, trees, shrubs, vines, lawn grass, ground cover; landscape water features; and nonliving durable material commonly used in landscaping including, but not limited to, rocks, pebbles, sand, prairie film, brick pavers, and earthen mounds, but excluding impervious surfaces for vehicular use.

Open space: A **vegetative** pervious surface at ground level that is unobstructed from ground level to the sky and is not occupied by any building coverage or impervious surfaces.

Retention: The collection and storage of surface water runoff without subsequent discharge other than through percolation or evaporation.

Stormwater facilities: Manmade structures that are part of a stormwater management system designed to collect, hold, convey, channel, inhibit, divert, or discharge stormwater, on, through and from a site. A stormwater management system may include, but is not limited to stormwater ditches, sewers, canals, drains, detention facilities and retention facilities.

Swale: A manmade trench which: a) has side slopes no steeper than one-foot vertical to three-foot horizontal; b) contains contiguous areas of standing or flowing water only during and following a rainfall event; c) is planted with or has **stabilized vegetation** suitable for soil stabilization, stormwater treatment, and **nutrient uptake**; and d) is designed to take into account the soil erodibility, percolation, slope, slope length and drainage area so as to prevent erosion and **reduce pollutant concentration of any discharge**.

Current Land Development Code

- 10.03.02(B)(16) – Stormwater management plan requirements
 - “Intermittent watercourses, such as swales, shall be **vegetated**.”
- 10.03.02(I)(2)(b)(i) – Stormwater management plan requirements
 - “Swale/retention area(s) shall be **sodded** and shall have a 3:1 slope;”
- 10.03.02(I)(2)(c)(i) – Stormwater management plan requirements
 - “Swale/retention area(s) shall be **sodded** and shall have a 3:1 slope;”
- 12.04.05(E)(5)(a)(2) – Landscape development standards
 - “Grasses may be sodded, sprigged, plugged or seeded except that **solid sod** shall be used in swales or other areas subject to erosion.”
- 12.04.01(A) – (Landscape development) Environmental benefits
 - To aid in stabilizing the environment’s ecological balance by contributing to the processes of oxygen regeneration, groundwater recharge, air purification and stormwater runoff retardation, while at the same time **aiding in** noise, glare and **heat abatement**.
- 12.04.05(E)(5)(b) – Synthetic plant material
 - “No credit shall be granted for use of artificial plant material.”

Why is a stormwater system needed?

- Elements of a stormwater system:
 - Swales (quantity)
 - Retention (quantity)
 - Canals (quantity)
 - Detention (quantity)
 - Wet Ponds (quantity)
 - Natural vegetation (quality)
 - Soils (quality)
- A stormwater system helps reduce:
 - Runoff
 - Erosion
 - Pollutants
- Stormwater helps protect:
 - Yourself
 - Our
 - Neighbors
 - Harbor
 - Bayous
 - Bay
 - Gulf
 - Wetlands

Request for Council to provide direction

- How is the City of Destin going to define vegetation?
 - Merriam-Webster Dictionary – plant life or total plant cover
 - Oxford English Dictionary – Plants or plant life collectively; the plants growing in a particular area, habitat, etc.
 - Will artificial/synthetic turf remain in our definition of vegetation?

Artificial turf as vegetation

- *If artificial turf is included in the definition of vegetation, will it then be allowed in stormwater systems?*
- *University of Florida paper*
 - Living turfgrass provides a root zone to help filter and slow runoff and stop erosion.
 - Natural turfgrass plays an important role in cooling the environment that synthetic turf cannot.
 - Average surface temperature of natural turfgrass can be 70° to 100° cooler than synthetic turf.
 - Leads to higher surrounding air temperatures which can result in higher cost to cool buildings.
 - Some users will end up “watering” synthetic turf to cool it off for children or pets to use it.
 - Many manufacturers recommend weekly wash downs to remove contaminants such as dust, pet wastes, and odors.
 - Fertilizer – lack of root system and its associated microbial community there is no water filtration benefit.
 - Synthetic turf does not offer any benefits that attract or support wildlife.
- *Environmental Protection Agency*
 - When private entities do not fulfill their maintenance responsibilities and the facilities fail, the burden of maintaining runoff control and performing downstream restoration may ultimately fall under the local government’s responsibility.
 - Infiltration practices...are subject to clogging from sediment, oils, greases, and microbes. Clogging impairs their effectiveness in reducing runoff volume and pollutant loading to downstream waters.
 - Promotion of a vegetative cover will help maintain percolation rates, slow runoff velocity, and minimize ground water pollution.

Local Agency Requirements

- Northwest Florida Water Management District (NFWFMD) and Florida Department of Environmental Protection (FDEP) – Applicant Handbook Volume II
 - 2.6.2 – The retardation of overland runoff and soil stabilization using naturally occurring vegetation coverage shall be considered before paving, riprap, lining, energy dissipation and other structural measures are employed.
 - 9.5 – Swales shall be stabilized with vegetative cover suitable for soil stabilization, stormwater treatment, and nutrient uptake.
- Email from NFWFMD – Dated 8/7/2023:
 - If other structural means are used, aside from naturally occurring vegetation coverage, the applicant would be required to demonstrate that the proposed material meets the minimum stormwater treatment performance standards...
 - If a material is used that is not considered the standard, such as a liner, semi-impervious, etc...the applicant would be required to provide a pollutant loading analysis to demonstrate that the alternative material meets or exceeds the minimum performance standards for Total Nitrogen and Total Phosphorus, demonstrating a net benefit to the pollutant loading from the existing conditions of the site.
- Email from FDEP – Dated 8/10/2023:
 - There is no direct definition in rule for vegetation. However, most instances of that word being used it is described as natural, undisturbed, wetland, growing, exotic, and other such terms that indicate it is a living material.
 - Synthetic turf does not have the natural vegetation or root system to aid in uptake of nutrients providing treatment and water could potentially not infiltrate within the 72-hour requirement. There is no research that I am aware of that substantiates that artificial turf could treat stormwater to the same level as natural turf.
 - While synthetic turf can be useful in small and well trafficked areas where natural grasses would have a difficult time growing because of shade, soil conditions, foot traffic, or other causes; the use of synthetic turfgrass could cause additional factors on a site that would need to be accommodated. The project would need to take into account the permeability in the artificial turf and its subsurface as a low permeability of the area will increase the runoff volume and rate of the site. Washing and cooling of the synthetic turf with water should also be accounted for as a potential additional source of runoff volume.

What do our neighbors do?

- Okaloosa County
 - We have a lot of the same code language.
 - 6.05.04(3)(a) – Plant material standards
 - Turf and lawn grass: Lawn grass shall be perennial species capable of thriving in Okaloosa County.
- Santa Rosa County
 - 3.04.00(M)(2) – Stormwater management
 - At completion of construction, all exposed dirt shall be stabilized with sod, a hay/seed mix or hydro-seed.
- Fort Walton Beach
 - 4.08.03(A)(9) – Specifications for Landscape Materials and Vegetation
 - All landscaped areas and buffers shall be stabilized with grass (sod or seeded) or ground cover. Ground cover used in lieu of grass shall be planted so as to present a finished appearance and substantially complete coverage.
- Niceville – Same verbiage in code as City of Destin
- Walton County
 - 5.01.03 – Drainage Facility Landscaping
 - Drainage facilities shall be completely landscaped with plantings and ground surface materials. Such landscaping shall provide for erosion protection while allowing for the efficient utilization of the site.
 - 5.06.00 – Stormwater Management
 - Site shall be permanently stabilized with viable vegetation prior to issuing a Certificate of Occupancy (CO). Pine straw will not be accepted as a permanent stabilization technique unless accompanied by appropriately spaced ground covers, shrubs and canopy trees.
- Gulf Breeze
 - 24-134(g) – Plant material
 - Synthetic materials. Synthetic shrubs shall not be used. Synthetic turf may be used only in areas where severe conditions prevent the use of other ground cover.

Fellow Florida City Actions

- City of Orlando
 - Artificial Turf Landscape Code Amendment – May 18, 2021
 - Healthy lawns clean and cool the air by absorbing carbon dioxide, releasing oxygen, and collecting dust and dirt. They filter stormwater runoff, facilitate groundwater recharge, and reduce erosion, glare, heat island effect and noise. Turfgrass plays a significant role, when compared to artificial turf, in reducing water runoff in urban and suburban environments that have significant areas of impervious surfaces such as sidewalks and driveways. Because it is not living and made of plastic and rubber - not plant material – artificial turf doesn't offer any benefits of plants in a sub-tropical environment, such as abating the urban heat island effect. Artificial turf does not provide the cooling effect of a living lawn and becomes quite warm on a sunny day. Soil health is another factor. Instead of increasing the life of your soil, it compacts soil and creates an inhabitable environment for the living organisms in your soil, rendering it unable to grow other plant materials until that soil has been brought back to life.
 - While some artificial turf systems are designed with a permeable base layer, the 90% required compaction does not permit water absorption into the subgrade.
 - Local vendor – Requires compacted subgrade if it is for vehicular traffic.
 - Because artificial turf lacks the ability to filter stormwater runoff, setbacks are established to protect waterfront swales natural bodies of water such as lakes, ponds and other drainage features (such as prohibiting the installation of artificial turf in swales).
 - Non-Vegetative Materials. Stone, gravel, artificial turf and rock beds may be used as an accent but shall not be considered permanent landscaping and does not meet the intent of this code when a substantial portion of the landscape is non-vegetative material.
 - Artificial turf may not be installed within 50 feet of any artificial or natural water body.
 - The installation of artificial turf shall be calculated as an impervious surface.

Fellow Florida City Actions

- City of Marco Island – Resolution 15-23 – March 16, 2015
 - Very detailed rules for areas of use, installation, and maintenance.
 - The use of synthetic turf on areas with a slope percentage greater than 5% shall not be permitted.
 - Use of Synthetic turf in the public right or way or swale is prohibited.
 - A drainage system shall be installed underneath the turf to prevent excessive runoff or pooling.

Artificial Turf

Pros:

- Low maintenance
- Last for years
- Durable
- Customizable
- Conserves water
- No fertilizers
- No pesticides
- Reduced carbon emissions (lawn mowers, etc.)
- Can be made from recycled materials.

Cons:

- High costs (initial install & repairs).
- Can absorb heat and get hotter in the summer months unless the proper cooling infill is used.
- Introducing a lot more plastics and rubbers to the environment especially after a major storm event comes through the area.
- If not maintained properly, over time, it can become compacted and act as an impervious area.
- Loss of wildlife habitat.
- Potential of contaminated runoff from the site.
- Slowly kills soil nutrition.
- No nutrient removal (all nutrients runoff the site)
- Micro plastics leaching into environment
- Fertilizer/Pesticides
- Lack of photosynthesis
- Type of infill (crumb rubber?)

Natural Sod

Pros:

- Offers an instant, natural lawn with weed resistance.
- Provides natural look and feel.
- Can be less expensive upfront.
- Natural nutrient removal from the water (improved water quality).
- Reduces soil erosion.
- Reduces carbon dioxide levels in the atmosphere (increases oxygen levels).
- Reduces heat island effect.
- Keeps soils healthy for organisms and natural vegetation.
- Specialty contractor not required.
- Easy to repair when needed.
- Reduces glare.

Cons:

- Requires more maintenance than artificial turf.
- Can be more susceptible to damage from heavy foot traffic or pets than artificial turf.
- Use of fertilizers.
- Use of pesticides.
- Water use.

Questions?

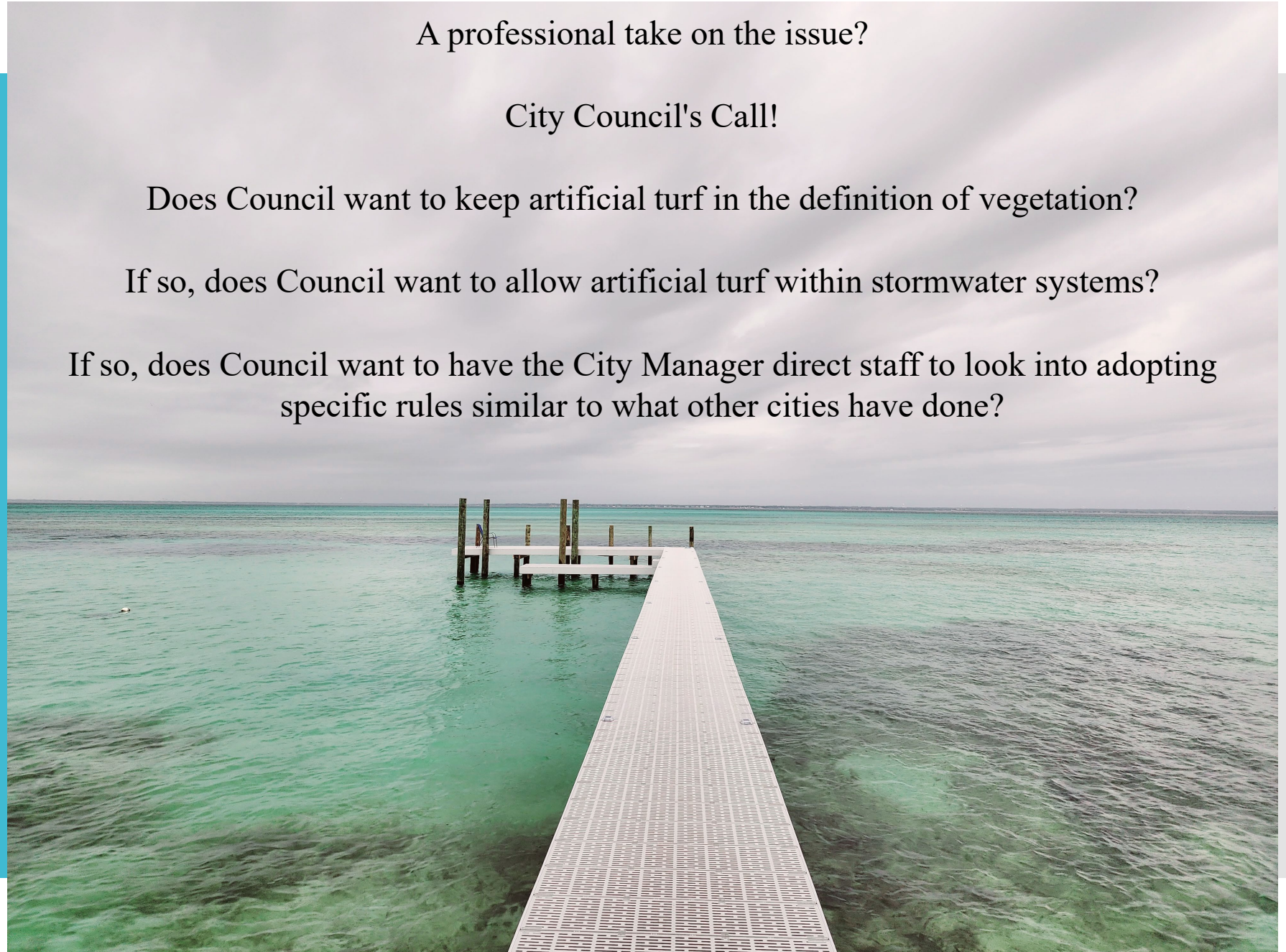
A professional take on the issue?

City Council's Call!

Does Council want to keep artificial turf in the definition of vegetation?

If so, does Council want to allow artificial turf within stormwater systems?

If so, does Council want to have the City Manager direct staff to look into adopting specific rules similar to what other cities have done?



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 21, 2023
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, City Attorney

DATE: August 15, 2023

SUBJECT: Net Positive Environmental Benefit Fee – LDC 11.05.02.N

I. BACKGROUND: The first record found concerning the Net Positive Environmental Benefit (NPEB) fee comes from Ordinance 033.3, dated March 24, 1986. It was established as a 25% fee based on the project valuation. Since then, the specific NPEB section has been amended to clarify when the fee was due (currently prior to permit issuance) and how to calculate the 25% (currently the cost of construction, which is materials & labor).

In October of 1995, the City and the Florida Department of Environmental Protection (DEP) entered into an agreement that established the Destin Harbor Stormwater Treatment Fund (DHSTF) funded by the NPEB fees. As this agreement was being considered, the Harbor & Waterways Board recommended City Council establish exemptions to the NPEB fee (see attachment 3). The first recommended exemption is likely where the current confusion over when the NPEB fee does and does not apply. The first exemption has to do with boat lifts. The lifts themselves are exempt if attached to existing pilings. If new pilings are needed for the lift, then the NPEB fee is applied to the new pilings only, not the lift. City Council adopted that recommendation along with the others listed in the attachment. Council directed the City Manager at that time to develop an ordinance for adoption to reflect these exemptions. Staff has yet to find this ordinance.

However, the Land Development Code (LDC) 11.05.02 N is specific on when and how the fee is applicable and calculated. Further, ***Comprehensive Plan policy 6-1.2.3: Protect Water Quality with Destin Harbor*** provide enough guidance on the NPEB to show that in the absence of any further Council direction, Ordinance Change, or other policy directive, the NPEB fee is to be applied to all marine facilities construction projects whether, residential or commercial, and or new, modification, or repair project. The Comp Plan policy also clarifies which activities the fee precisely aims to mitigate by providing a fund to help construct stormwater facilities and other water-quality infrastructure, such as the

harbor pump:

"Water-dependent development for purposes of this policy include marinas, boating facilities, construction supporting commercial or sport fishing, construction supporting marine activities, passenger ferries, boardwalks, and recreation-related activities."

When Staff worked to implement the various fees for COMPASS and the NPEB fee was developed, there was no way to input the 25% fee based on the cost of the pilings for a project. Staff conducted research and could not find any reference to the fee being based on adding new or replacing pilings for marine facilities. So the proper NPEB fee was reestablished at 25% of the cost of construction for the appropriate projects.

II. DISCUSSION: Since reinstituting the correct NPEB fee, staff have heard the hardship it has placed on many property owners. One valid concern is that the application of the fee could end up doing the exact opposite of what it was initially intended to do. Potentially, property owners could be deterred from improving their marine facilities due to the burden of the NPEB fee. In that case, many facilities may fail and harm water quality.

There is also a misunderstanding of what the NPEB is to offset. Many view the fee is to offset the impacts of construction on the Harbor only specifically. However, marine facility construction has a limited and temporary impact on water quality. Instead, the water-based activities that marine facilities support has long-term and lasting impacts on the Harbor's water quality.

Based on the **Comprehensive Plan** policy, the **Land Development Code** regulations, the intent of the **Net Positive Benefit** fee, and comments heard from residents and builders, Staff is bringing the following options for discussion and to get clear direction and guidance from City Council on how to assess the NPEB fee moving forward properly. Any direction Staff receives tonight will be addressed in the new LDC but can also be implemented sooner with an ordinance amending the current LDC.

OPTIONS:

1. Keep assessing the NPEB fee to all projects within the Harbor and Canals adjacent to the Harbor, as Staff is currently implementing the regulations. This means any new dock, modification, or repair to an existing approved dock and the addition of, modification or repair to riprap will be assessed a fee of 25% of the construction cost (labor & materials).
2. Assess an initial 25% NPEB fee to all new facilities and expansions or major modifications, then a lesser percentage, for discussion purposes, a 10% fee, for any voluntary modification or repair not directly linked to an emergency event, such as a hurricane or other event out of the upland property owner's control.

The NPEB assessment for existing facilities can vary by marine facility type. For example, existing residential facilities can be assessed a 10% NPEB fee, and non-residential facilities can remain at 25% or some variation thereof.

3. Assess the 25% NPEB fee once, and no additional fees are required until an expansion

or other major modification is proposed from the approved initial marine facility.

4. Refer the item to the Harbor and Waterways Board for further discussion and recommendations.

A. **Link to Strategic Goals / Objectives:** 2) Enhanced quality of life and safety for families

3) Economic Development and revitalization

5) Improve mobility and connectivity

6) A green and sustainable environment

B. **Effect on Budget (EOB):** NPEB Fee Account

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

1. More clear and consistent review procedures for proposed Marine Construction projects.

D. **Legislative Sponsor:**

III. CONCLUSION: Staff is seeking direction from City Council regarding the implementation of the **Net Positive Benefit fee program.**

Staff's suggestion of **Option 2** is aimed at attempting to strike a balance between the need to address water quality issues in the Harbor, and also encourage the property owners to maintain and upkeep those facilities. In this regard, Option 2 captures the initial impact of the construction of the marine facility and the water-based activities the facility supports. Then a lesser NPEB fee is assessed when repairs or maintenance is required as the repairs extend the marine facility's life, further extending the impacts of the water-based activities it supports.

As previously noted, the following are some options that the Council could consider:

1. Keep assessing the NPEB fee to all projects within the Harbor and Canals adjacent to the Harbor, as Staff is currently implementing the regulations. This means any new dock, modification, or repair to an existing approved dock and the addition of, modification or repair to riprap will be assessed a fee of 25% of the construction cost (labor & materials).

2. Assess an initial 25% NPEB fee to all new facilities and expansions or major modifications, then a lesser percentage, for discussion purposes, a 10% fee, for any voluntary modification or repair not directly linked to an emergency event, such as a hurricane or other event out of the upland property owner's control.

The NPEB assessment for existing facilities can vary by marine facility type. For example, existing residential facilities can be assessed a 10% NPEB fee, and non-residential can remain at 25% or some variation thereof.

3. Assess the 25% NPEB fee once, and no additional fees are required until an expansion or other major modification is proposed from the approved initial marine facility.

4. Refer the item to the Harbor and Waterways Board for further discussion and recommendations.

IV. RECOMMENDED MOTION:

Attachments:

1. 1 - Policy 6-1.2.3 - Protect Water
Quality within Destin Harbor
2. 2 - LDC 11.05.00. Marina Siting
3. 3 - 1995 FDEP MOU

Attachement 1)

Policy 6-1.2.3: Protect Water Quality within Destin Harbor. Upland development impacting coastal resources and water quality within Destin Harbor shall be required to provide stormwater improvements and site design that ensures post-development runoff volume and water quality of receiving waters entering Destin Harbor meets or exceeds minimum standards established by the FDEP and Northwest Florida Water Management District (NFWFMD). For water-dependent development proposed over water within Destin Harbor, the City will continue to administer its Net Positive Environmental Benefit (NPEB) Program to assess such development a fee to support funding of infrastructure improvements that benefit or enhance water quality within Destin Harbor. Water-dependent development for purposes of this policy include marinas, boating facilities, construction supporting commercial or sport fishing, construction supporting marine activities, passenger ferries, boardwalks, and recreation-related activities. Net positive environmental benefits are the gains in environmental quality or other ecological properties attained by remediation or ecological restoration, less the environmental harm caused by those actions. The NPEB contribution shall be computed as 25% of the cost for construction occurring waterward from the mean high-water line. The NPEB fee shall only be assessed for those construction projects receiving necessary permits or exemption documentation from the Florida Department of Environmental Protection. Fees collected by the City shall be earmarked to a water quality improvement fund used only to pay for infrastructure improvements or ecological projects benefiting water quality or ecology within Destin Harbor. In lieu of payment of a fee used for water quality infrastructure improvements, the City may grant fee credit for stormwater improvements or other similar environmental projects implemented by property owners or developers if such improvement or project enhances or benefits water quality or the ecologic conditions within Destin Harbor above minimum standards established by the City and DEP.

11.05.00. - Marina siting.

11.05.01. *General regulations; prohibitions.* This article establishes and regulates procedures and standards by which the City controls and regulates development, construction and activities within and contiguous to the Harbor and waterways of Destin. The following regulations and prohibitions shall apply to the Harbor and waterways of Destin:

- A. No person shall construct or add to an existing dock, seawall, bulkhead, mooring or piling, modify an existing submerged land lease, or conditions thereto, or conduct dredge or fill operations in, or contiguous to, the Harbor or waterways of Destin without first obtaining the proper authorization from the appropriate federal, state and City agencies.
- B. The addition or modification of a boat lift or pilings within an existing legal and conforming boat slip shall not require the review of the Harbor and Waterways Board or the City Council. Rather, a copy of the U.S. Army Corps of Engineers permit, DEP permit, and a homeowner's association approval (if applicable) shall accompany a completed application for a building permit, provided no additional slips are created.
- C. No fish carcasses and debris shall be discharged into the Harbor or waterways of Destin.
- D. No person who maintains or operates a dock shall allow or permit the disposal of fish carcasses, litter, waste petroleum products or other pollutants into the Harbor or waterways of Destin. Trash disposal receptacles shall be anchored to each dock to ensure compliance with the provisions of this article.
- E. No fuel or oil shall be willfully or knowingly discharged in the Harbor or waterways of Destin. No dock which sells fuel or oil shall be constructed, operated or maintained in the Harbor or waterways of Destin unless an oil abatement plan, in accordance with Coast Guard guidelines, is available at each dock. The Destin Harbor and Waterways Board shall review and recommend approval or disapproval of each oil abatement plan to the City Council, which shall have approval authority. Each existing dock which sells fuel or oil shall develop and have approved an oil abatement plan acceptable to the City. All new docks which sell fuel or oil shall develop and have an approved oil abatement plan, which is acceptable to the City, prior to receiving a building permit from the City.
- F. No new or existing dock shall be constructed or modified such that the length of any pier as completed is greater than 20 percent of the width of the Harbor or waterway at the place where the pier is located, or out 200 feet, whichever is less, except in Choctawhatchee Bay.
- G. No piling(s) shall be added to the waterward end of any pier which piling(s) would make the total length of the dock more than 200 feet, or 20 percent of the waterway, whichever is less, except in Choctawhatchee Bay.
- H.

No vessel shall be moored or docked on the waterward end of any pier of the maximum legal length, as determined pursuant to subsection F above, for more than 72 hours.

- I. No dock shall be constructed which permits the commercial docking of boats with on-board toilets unless such the dock is equipped with a sewage pump-out.
- J. No dock shall be constructed which permits the docking of a live-aboard unless such vessel has an operable holding tank.
- K. No boat shall be moored in the Harbor or waterways of Destin such that constitutes a hazard to navigation.
- L. No dock shall be constructed such that it constitutes a hazard to navigation.
- M. Excepting docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, no dock shall be longer than the width, at the mean high-water line, of the lot to which the dock is attached.
 - 1. For those docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, a dock may be constructed to a length of 1.5 times the width of the property at the mean high-water line, provided the length of the dock not exceed the maximum length established by paragraphs F and G above.
 - 2. For the purpose of this subsection, lots may be combined with neighboring lots. However, no dock may exceed the limitations specified in subsection F above.
- N. No dock shall be constructed or modified such that slip density exceeds one slip per eight lineal feet of waterfront footage except that, on canals, no lot may have more than one slip per 45 linear feet of waterfront. However, all lots riparian to a canal shall be entitled to at least two slips on the canal.
- O. No boat or vessel, entering into, exiting or operating within the Destin Harbor shall operate at such speed that would create a wake that endangers other boats or vessels, swimmers or other persons within the Destin Harbor, or would contribute to any adjacent land erosion.
- P. No heated or cooled water may be emitted into the Harbor, waterways, or the Harbor canals other than from a boat.
- Q. No pier shall extend more than six feet into a canal right-of-way.
- R. No discharge of water shall contain phosphorous or any other substance likely to cause a violation of the water quality standards specified in Chapter 17-302, Florida Administrative Code.
- S. No dock or vessel shall be placed within the 25-foot setback of a property line without providing prior written notification to the adjoining landowners and requesting their response. Any objections received from the adjoining property owners will be considered by the Harbor and Waterways Board in their recommendations to the City Council.

- T. No dock shall unreasonably interfere with the riparian rights of others.
- U. No dock of 100 feet or longer shall be constructed unless a white navigation/security night-light is installed at the furthest point seaward on said dock and such light is to be illuminated continuously from dusk to dawn every night of the year. All existing docks 100 feet or longer shall install and operate a navigation/security light pursuant to this subsection. Each light shall be installed within 90 days after adoption of this Code.
- V. No commercially operated boat docking facilities shall be permitted or operated unless equipped with firefighting facilities as specified by the City.
- W. No construction shall be allowed which violates any provision of the Standard Building Code, as adopted by the City.
- X. No electrical or water service upon any dock shall be installed unless a permit is obtained from the Planning Department and Building Department for that service.
- Y. No person, while operating a boat within the or waterways of Destin shall allow or permit the disposal of fish carcasses, litter, waste, petroleum products or other pollutants into the Harbor or waterways of Destin from such boats.
- Z. No lot, or multi-contiguous lots, with less than 50 feet of waterfront footage shall be allowed individual docks, unless they are parallel to the shoreline. However, docks may be allowed under the provisions of subsection 11.05.01.M.2.

11.05.02. *Permitting procedures.* The following procedures shall be adhered to by persons desiring to construct a new dock or add to, alter or remodel, add riprap to, or reconstruct an existing dock:

- A. Persons desiring to construct a new dock or add to, alter, remodel, add riprap to, or reconstruct an existing dock shall apply for and obtain a permit and other authorization from the City prior to construction.
- B. Each applicant shall designate the location of his property on the or waterways of Destin and attach this to the building permit application and must complete the City application form(s).
- C. Application shall be made by filing with the City, the City's permit application form and a copy of the joint application form used by the United States Army Corps of Engineers, and the Florida Department of Environmental Protection, the requirements of which are expressly adopted herein as they existed on the effective date of this Code, and as they are hereafter amended by said respective agencies.
- D. A building permit shall be obtained from the City prior to beginning construction, in accordance with City ordinances.
- E. If the dock is to have more than two slips for commercial use or for use by persons other than the owner, the applicant/owner shall supply a certified copy, from the Okaloosa County Tax Appraiser, of all names, addresses, and property I.D. numbers of the owners of adjacent

waterfront property.

- F. The Harbor and Waterways Board shall review all timely received applications at the next regularly scheduled Harbor and Waterways Board meeting. The City Council shall take final action on the application within 30 days of receipt of all state and federal permits and the Board's recommendation.
- G. Marinas having ten or more slips and/or non-residential docking facilities shall require a public hearing before the City Council prior to approval.
- H. Building permits must be obtained within one year of final approval by the City Council or the approval expires and must be resubmitted for reconsideration by both the Harbor and Waterways Board and City Council. The project will be subject to all current regulations of the City.
- I. The application must be signed by the title of record owner(s) or any long-term lessee of the abutting upland property.
- J. Applications for permission for dock construction shall include scaled drawings, prepared and certified by a land surveyor or architect, if requested by the Harbors and Waterways Board at the public hearing, and said plans shall include at a minimum:
 - 1. Accurate measurements for depth and width in several locations in the vicinity of the proposed dock.
 - 2. Channels, shoals, obstructions, docks, markers, and proposed improvements.
 - 3. Accurate location of the applicant's shoreline, and the opposing shoreline with corresponding measurements.
 - 4. Riparian lines.
 - 5. Other site specific information.
- K. In water bodies of less than 100 feet in width, owners of property on the opposing shore to the proposed construction shall be provided with written notification of the proposed construction. Any objections received will be provided to the Harbor and Waterways Board and the City Council.
- L. Where multiple slips extend from the shore and on multiple-slip docks and for any slip in a canal, aerators or circulation devices shall be required as determined by the City. Such devices shall be required where it is determined that circulation is deemed to be interfered with by the proposed facilities.
- M. Shorelines shall require protection from erosion as determined by the City.
- N. A net positive environmental benefit (NPEB), equal to 25 percent of the cost of construction shall be made to the City of Destin by the applicant prior to issuance of a building permit for each construction project authorized by this Article, which is located within the Destin Harbor.

- O. No permit shall be issued by the City until the applicant obtains all authorizations and permits from federal and state agencies, and until the required NPEB funds are paid, if applicable.
- P. All applicants shall apply to the City and must receive preliminary approval for the proposed construction prior to taking any other action. Preliminary approval shall be considered for issuance by the City Council after review and recommendations of the Harbor and Waterways Board. If the application is for joint ownership of a dock, the applicant must obtain written permission from all title of record owners and long-term lessees of the abutting upland property. Upon approval of all appropriate federal and state agencies, final approval from the City Council shall be obtained before a permit is issued.
- Q. The following procedures shall apply to transferring permits:
 - 1. The permit is not transferable without the written consent of the City, which consent shall not be unreasonably withheld. The City Manager, or his designee, shall determine transferability upon recommendation of the Board. The decision may be appealed to the City Council.
 - 2. Whenever, during a construction project, a permittee transfers title of record to the abutting upland property or leases that property by long-term lease, a request by the original permittee shall be made to the City to transfer the permit. Forms for this purpose may be obtained from the City. Failure to apply for such a transfer within 30 days from the date the abutting upland property is sold or conveyed by long-term lease will result in an additional fee being charged to the original permittee by the City.
 - 3. At the time of transfer, all construction shall be inspected for compliance with the City's minimum plumbing, electrical and structural requirements and for compliance with the conditions of the existing permit. Fees for said inspections are set forth in Article 18 of this Code. All deficiencies shall be corrected prior to final transfer of the dock.
- R. All construction in the Harbor and waterways of Destin shall require a permit from the City.
- S. The applicant shall be responsible for personal injury or property damage which arises from construction and use of the project to the extent provided by common law.
- T. The City shall retain the right to revoke any permit issued under this Article if the health, safety or welfare of any person or property is in jeopardy, or for any other good cause. If the applicant fails to remove such structure within the time specified upon revocation of the permit, the City shall have the right to immediately remove the same at the cost and expense of the applicant. Good cause shall include, but not be limited to, violation of any permit conditions, or any provision of this Article.
- U. Upon completion of a dock, or other structure requiring a construction permit, a final inspection shall be conducted by the City. After the final inspection is complete, a certificate of occupancy will be issued which shall be a permanent permit for such dock or structure.

11.05.03. *Inspection and repairs.* All construction shall be inspected by the City Building Inspector for compliance with applicable building codes. The permittee shall be responsible for the condition and repair of permitted docks and failure to maintain said docks in a safe condition shall constitute grounds for revocation of the permit.

11.05.04. *Permit revocation.* The City reserves full right, power and authority to revoke a permit at any time for good cause. In the event that permittee fails to remove said structure within the time specified upon revocation of the permit, the City shall have the right to immediately remove same at the cost and expense of the permittee. Good cause shall include, but not be limited to, violation of any permit condition, or any provision of this ordinance.

11.05.05. *Liveaboards.* Except in an emergency, no person(s) shall live aboard any boat in Harbor and waterways of Destin for a period exceeding 48 hours without notifying the Environmental Officer, or other City official as designated by the City Manager, and receiving a registration permit. In cases of an emergency, such notification shall be given to the Environmental Officer within three hours after the immediate emergency situation ceases. Proof that each live-aboard boat has an operable holding tank must be furnished to the Environmental Officer at time of notification. All liveaboards must comply with all applicable regulations of the U.S. Coast Guard, Florida Marine Patrol, and City of Destin.

11.05.06. *Joint ownership docks.* Permits may be granted for joint ownership of a dock at the common riparian boundary, subject to the following conditions:

- A. No permits shall be granted to persons other than the title of record owner or long-term lessee of the abutting upland property.
- B. The permit application must be signed by the owner of record or long-term lessee of all abutting upland property having access to the facility.
- C. The permit shall provide that all parties shall have equal rights under the permit and shall be held jointly responsible for compliance with all rules, regulations and conditions set forth in the permit and this ordinance.
- D. The regulations for setbacks apply to joint ownership docks with the exception that docks may be extended over the common property lines.

11.05.07. *Permit for maintenance and cosmetic improvements.* The City Manager, or his designee, may issue permits within the Harbor and waterways of Destin for which maintenance or cosmetic improvement is accomplished to existing facilities. No permit shall be issued for facilities which do not conform to the standard Harbor drawings and the adopted marina siting requirements.

11.05.08. *Registration of structures.* All existing docks, seawalls and bulkheads located within the Harbor and waterways of Destin shall be registered with the City as follows:

- A.

The title of record or long-term lessee of all existing structures at the time of adoption of this ordinance shall register such structure with the City within 90 days after adoption of this ordinance.

- B. Each structure shall be re-registered upon any change in ownership or long-term lessee of the abutting upland property.
- C. The City shall be notified upon the expiration of an existing long-term lease by the title of record owner of the abutting upland property.
- D. The City shall be notified by the title of record owner and long-term lessee of the abutting upland property upon the destruction of 50 percent of the replacement value of the structure. The City shall maintain a registration of all docks, seawalls and bulkheads located within the Destin Harbor.

11.05.09. *Exceptions.* Exceptions from the provisions of Section 11.05.01 are as follows:

- A. The Board of Adjustment may approve an exception for docks and pilings to be extended beyond the limits allowed in paragraphs M and N of Section 11.05.01 provided that, in addition to the criteria listed in Section 2.25.03.G, the following criteria is also met:
 - 1. That site-specific environmental conditions would impede placement of slips near or next to the shoreline.
 - 2. That site specific environmental conditions exist that prohibit dredging.
 - 3. That the proposed layout of the dock and pilings does not create a hazard to navigation.
 - 4. That no additional slips are obtained than would otherwise fit into a dock of the maximum size allowed without the exception.

11.05.10. *Reconstruction of existing facilities.* For existing facilities which are damaged by accidents, vandalism, ordinary wear and tear or acts of God, the provisions of paragraphs F, G, M, and N of Section 11.05.01 shall not be applicable to reconstruction so long as the damaged facilities are reconstructed in the same or lesser dimensions and so long as the construction permit is applied for from the City within six months of the sustaining damage.

11.05.11. *Penalties.* Any person found in violation of this article shall be punished by a fine not exceeding \$500.00 or imprisoned for a term not exceeding 60 days or by both such fine and imprisonment. Each day any violation of any provision of this Code continues shall constitute a separate offense.

(Ord. No. 152.40, § 3, 8-6-01; Ord. No. 05-13-LC, § 13, 8-22-05; Ord. No. 07-21-LC, §§ 17, 18, 5-7-07; Ord. No. 07-46-LC, § 3, 12-17-07; Ord. No. 09-01-LC, § 3, 2-17-09; Ord. No. 20-02-LC, § 3, 2-18-20)

Editor's note— As of June 1, 1997, this section (§ 11.05.04 excepted) is superseded by Ord. No. 87.1 (codified as City Code ch. 5, art. III). See appendix B hereto.

5003.16
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MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into this 7th day of August of 1995 by and between the Florida Department of Environmental Protection (hereinafter "DEP") and the City of Destin (hereinafter "City"), a political subdivision of the state of Florida.

Article 1. Background and objectives.

WHEREAS, Destin Harbor has experienced significant water quality degradation over the past 50 years from a variety of uncontrolled sources, including untreated stormwater; and

WHEREAS, the City and DEP recognize that Destin Harbor is a vital economic resource of the City due to its unique location and use as a harbor for recreational, sport and commercial fishing vessels; and

WHEREAS, the City, in coordination with the Northwest Florida Water Management District and DEP has implemented a pumping system to attempt to improve water quality in the Destin Harbor caused by past pollutant loading; and

WHEREAS, Section 5-55 (12) of the City's Code of Ordinances limits the number of boat slips within the harbor, and the City has created a harbor master position to police and protect Destin Harbor; and

WHEREAS, the City is committed to further restoration measures and protection of Destin Harbor by implementing a stormwater retrofit and maintenance program to correct and treat currently untreated stormwater discharging into Destin Harbor from Highway 98; and

WHEREAS, the City has made application to Florida Department of Transportation for an ISTEA grant in the amount of FOUR HUNDRED AND FIFTY THOUSAND DOLLARS (\$450,000), which is independent of the DEP's wetland resource permitting actions, to begin the

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process of designing a specific stormwater treatment system to treat stormwater prior to discharge off of U.S. Highway 98 into Destin Harbor; and

WHEREAS, the City has adopted an ordinance, which creates the Destin Harbor Stormwater Trust Fund and which is specifically designated for the funding and implementation of a stormwater retrofit program of untreated stormwater discharge off of U.S. Highway 98 in Destin Harbor; said ordinance does not assess a fee on single family docks and further provides that older docks, which do not increase the number or size of slips in the Destin Harbor will be charged no fee; and

WHEREAS, the funding will include the assessment of a fee in an amount to be determined by the DEP for each new commercial or multifamily residential slip which may only be used for the construction and maintenance of stormwater treatment facilities discharging into Destin Harbor, and which facilities must be approved by the DEP and permitted under Part IV of Chapter 373, Florida Statutes and Title 62 of the Florida Administrative Code; and

WHEREAS, DEP recognizes that the approved program may be offered in lieu of mitigation by an individual applicant to construct or rehabilitate commercial or multifamily slips by making deposits to the previously mentioned trust fund for stormwater retrofit.

NOW, THEREFORE in consideration of the premises and covenants contained herein, the parties agree as follows:

Article 2. Statement of Work.

1. The City shall be responsible for the collection of the fees required in Ordinance No. 275 adopted by the City and agreed to by DEP as set forth in the stormwater retrofit

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ordinance. Said funds shall be deposited by the City into the City Destin Harbor Stormwater Treatment Fund (DHSTF) and shall not be co-mingled with any other City funds.

2. The City may only disburse funds from the DHSTF in accordance with the provisions of the ordinance for the specific purpose of constructing stormwater treatment facilities and maintenance thereof as set forth in Ordinance 275.

3. In the event it is determined the City has excess funds exceeding the amount needed for the construction and maintenance of the stormwater facilities, which facilities must be approved by the DEP and permitted under Part IV of Chapter 373, Florida Statutes and Title 62 of the Florida Administrative Code, the City may disburse any excess funds for other water quality improvement projects benefitting the harbor as mutually agreed to by the City and DEP.

4. The City shall keep detailed accounting records which conform with generally accepted accounting principles which shall include but not be limited to cash receipt journal, cash disbursement journal, general ledger and all other subsidiary ledgers as reasonably necessary. All such reports shall be retained by the City for at least fifteen years from the execution of this Agreement.

5. The City shall provide access to all its records which relate to this Agreement and agrees to provide such assistance as necessary to facilitate their review when necessary by DEP to insure compliance with the County and financial standards. DEP shall have the right to access all such records for for at least fifteen years from the execution of this Agreement.

6. The City shall make all records or documents which relate to this Agreement available to DEP at the official office of the City during regular business hours.

7. Nothing in this Agreement shall be construed as relieving any party or individual applicant of the duty to comply with other applicable federal, state or local laws, regulations or ordinances either presently in existence or as may be amended or delegated to DEP in the future.

Article 3. Term of the Agreement Extension.

A. Initial Term. This Agreement shall be for an initial term of ten years beginning from the date of execution.

b. Extension Terms. This Agreement may be extended upon the same terms and conditions by mutual written agreement of both parties.

C. Continuation of this Agreement in whole or in part will be contingent upon the availability of funds.

Article 4. Key Officials.

THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION:

The Secretary or authorized delegatee will provide review and approval of all terms of all agreements and will exercise the authority to approve conduct of any cooperative projects with regards to the conditions contained herein. The Chief of the Bureau of Submerged Land and Environmental Resources shall act as the authorized technical representative for DEP with regard to the technical scope of this Agreement. DEP shall provide written notice to the City of any changes in key officials within four weeks of any such change.

THE CITY OF DESTIN:

The City Planning Director shall act as the authorized technical representative for the City with regard to the technical scope of this Agreement. The City shall provide written

RECEIVED AUG 10 1995

notice to DEP of any changes in authorized technical representatives within four weeks of such change.

1. Semiannual reports shall be generated by the City concerning implementation of the stormwater retrofit program as approved by the DEP.

2. The City shall provide to DEP a semiannual statement, in writing showing the net amount remaining in the DHSTF.

3. The City shall submit an annual report to DEP for the previous fiscal year, October 1 through September 30, due June 1 of every year thereafter detailing the amount of monies collected and disbursed, including any disbursement to the City for administrative costs concerning implementation of this Agreement.

Article 5. Amendment.

This Agreement may be modified by amendment upon mutual written agreement of both parties.

Article 6. Termination.

A. This Agreement shall terminate automatically unless the same is extended pursuant to Article 3 by mutual written agreement prior to expiration of the date of this Agreement. If there is money left in the fund at the time of termination, then all monies must be disbursed to implementation of any part of the proposed stormwater treatment facility or other mutually agreed upon water quality improvement program benefitting the harbor.

B. This Agreement may be terminated by mutual agreement of the parties at any time provided that all monies have been committed and/or disbursed to implementation of any part

of the proposed stormwater treatment facility or other mutually agreed upon water quality improvement program benefitting the harbor.

Article 7. Notices.

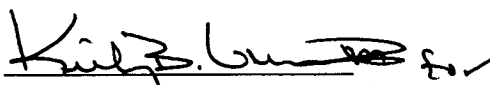
All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by registered or certified return receipt requested to the parties as follows: P.O. Box 399, Destin, Florida 32540,
2600 Blair Stone Road
 for the City, Tallahassee, FL 32399 for DEP, or to such other address as hereinafter be provided by parties in writing. Notices by registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Post Office on the return receipt.

Article 8. Venue.

Any litigation hereunder shall be brought in the applicable state or federal courts in Okaloosa or Leon County, Florida. The terms and conditions set forth in this Agreement may be enforced in a court of competent jurisdiction as provided by Florida law.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the last day and year noted below.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: 
 Virginia B. Wetherell, Secretary

Date: 8/14/95

CITY OF DESTIN
 By: 
 Mayor

Date: 8-9-95

Attest:

Carolyn L. Smith

RECEIVED AUG 10 1995

Deputy Clerk

Approved by the DEP Attorney
for form and legal sufficiency:

Sybil Standaell

Approved by the City Attorney
for form and legal sufficiency:

Robert E. McFarland

d:\...\city\2dhstf.mem

~~MAG 600~~
5003.16

ORDINANCE NO. 275

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RELATING TO CREATION OF A DESTIN HARBOR STORMWATER TRUST FUND; PROVIDING FOR AUTHORITY; PROVIDING FOR CONTRIBUTIONS TO THE DESTIN HARBOR STORMWATER TRUST FUND IN LIEU OF MITIGATION PAYMENTS TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; PROVIDING FOR A SEPARATE BANK ACCOUNT FOR DESTIN HARBOR STORMWATER TRUST FUNDS; PROVIDING THAT THE CITY ADMINISTER AND MONITOR THE TRUST FUND; PROVIDING FOR CONSTRUCTION AND MAINTENANCE OF A STORMWATER RETRO FIT FACILITY; PROVIDING FOR A MAINTENANCE BUDGET; PROVIDING FOR USE OF EXCESS FUNDS FOR OTHER WATER QUALITY PROGRAMS TO BENEFIT DESTIN HARBOR; PROVIDING FOR ACCESS BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO ALL CITY FINANCIAL AND OPERATING RECORDS RELATING TO THE DESTIN HARBOR STORMWATER TRUST FUND; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the harbor in the City of Destin (hereinafter the "harbor") has experienced significant water quality degradation over the past 50 years from a variety of uncontrolled sources, including untreated stormwater; and

WHEREAS, the City and the Florida Department of Environmental Protection (hereinafter referred to as "DEP") recognize that the harbor is a vital economic resource of the City due to its unique location and use for recreational, sport and commercial fishing vessels; and

WHEREAS, the City, in coordination with the Northwest Florida Water Management District and DEP has implemented a pumping system to attempt to improve water quality in the Destin Harbor caused by past pollutant loading; and

WHEREAS, Section 5-55 (12) of the Code of Ordinances of the City of Destin limits the number of boat slips within the harbor and creates a harbor master to protect the harbor; and

WHEREAS, the City is committed to further restoration measures and protection of the harbor by establishing a stormwater treatment facility and maintenance program to correct and treat currently untreated stormwater discharging into the harbor from Highway 98 and its surrounding drainage basins; and

WHEREAS, the City is desirous of creating a separate trust fund to construct and maintain facilities to treat stormwater discharge from U.S. Highway 98 and its surrounding drainage basins.

BE IT ORDAINED by the City Council of Destin, Florida, as follows:

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

SECTION 2. MITIGATION FUNDS. Any funds required by the DEP to be paid to the City of Destin in lieu of mitigation as defined in Section 373.414(1)(b), Florida Statutes by an applicant to construct or rehabilitate commercial or multi-family residential boat slips in the harbor shall be deposited into the Destin Harbor Trust Fund. These funds are to offset mitigation for water quality impacts pursuant to Section 403.918(2)(b), Florida Statutes.

SECTION 3. CREATION OF BANK ACCOUNT The City shall create a separate interest bearing trust account entitled "Destin Harbor Stormwater Trust Fund", and all mitigation funds received for new commercial, multi-family or residential boat slips shall be deposited directly into this bank account. The funds placed in this bank account shall not be commingled with any other funds of the City of Destin.

SECTION 4. ADMINISTRATION OF TRUST FUNDS The City shall monitor the construction and maintenance of the stormwater treatment facilities. The City Finance Officer shall file a report to the City Council on a semi-annual basis concerning the budget for the Destin Harbor Stormwater Trust Fund.

The City Finance Officer shall keep detailed accounting records of the use of Destin Harbor Stormwater Trust Funds which conform with generally accepted accounting principals and such records shall be maintained by the City for at least five years. The City shall provide complete access to the Florida Department of Environmental Protection of all of its records which in any way relate or pertain to the Destin Harbor Stormwater Trust Fund. As part of its record keeping and budget report, the City shall submit an annual report to the Florida Department of Environmental Protection for the previous fiscal year (October 1 through September 30) and said report shall be delivered to the Florida Department of Environmental Protection on June 1 of every year.

SECTION 5. STORMWATER TREATMENT FACILITIES. The City shall use funds from the Destin Harbor Stormwater Trust Fund account for the construction and maintenance of stormwater treatment facilities, which will treat the stormwater discharge from U.S. Highway 98 and other drainage basins prior to entering the harbor. The construction of the treatment facilities shall be in accordance with plans and specifications provided by the Florida Department of Transportation and approved by the Florida Department of Environmental Protection. Exhibit "A" attached to this ordinance and made a part hereof shows the approximate locations of the three outfalls and the approximate basins for each treatment facility.

SECTION 6. MAINTENANCE OF THE STORMWATER FACILITIES. After the construction of the aforementioned stormwater treatment facilities, funds remaining in Destin Harbor Stormwater Trust Fund account shall be used for the maintenance of the stormwater

treatment facilities. After one year of operation, an annual budget for the maintenance of the facilities for the following year shall be established. The annual budget shall be approved by the City Council.

SECTION 7. USE OF EXCESS FUNDS FOR GENERAL HARBOR RESTORATION. After the aforementioned annual budget is established and approved for the next year, then any funds collected during the subsequent year and deposited in the Destin Harbor Stormwater Trust Fund account in excess of the required budget for annual maintenance of the stormwater facilities and construction of any additional stormwater facilities, if necessary, may be used by the City for other water quality programs benefitting the harbor.

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

SECTION 10. EFFECTIVE DATE This ordinance shall be effective upon its adoption by City Council and signature of the Mayor.

ADOPTED: July 3, 1995
BY: Gary L. Alden
Gary L. Alden, Mayor

ATTEST:

Philip G. Cook
Philip G. Cook, City Manager

Carolyn Lee Garrett
Carolyn Lee Garrett, City Clerk

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

Robert E. McGill, III
Robert E. McGill, III
City Attorney

First Reading: 6-19-95
Second Reading: 7-3-95

X-2.a.

REPORT AND RECOMMENDATION

TO: CITY COUNCIL

FROM: HARBORS AND WATERWAYS BOARD

THRU: PHILIP COOK, CITY MANAGER
JANE MOORE, DIRECTOR PLANNING AND ZONING

SUBJECT: HARBOR BOARD RECOMMENDATION REGARDING EXEMPTIONS TO NET
POSITIVE ENVIRONMENTAL BENEFIT ASSESSMENTS

DATE: OCTOBER 2, 1995

ISSUE:

To establish standard operating procedures for issuing NPEB credits and to establish NPEB exemptions.

BACKGROUND:

The Destin Harbors and Waterways Board held a public workshop on July 31, 1995 to discuss whether boat lifts should be exempt from NPEB assessment. There was also discussion at the September 25, 1995 meeting regarding NPEB credits and exemptions.

DISCUSSION:

The Harbors and Waterways Board discussed the assessment of credits and exemptions for NPEB assessments. The consensus of the board is to include the following as credits and exemptions

NPEB CREDITS

- 1) Sewage Pump Out Stations (when it is not required by DEP)
- 2) Planting of Aquatic vegetation along shoreline for erosion control and sea grasses to improve the harbor ecosystem.
- 3) Establishing and maintaining a Used Oil Recovery Station.
- 4) Removal of creosote pilings. (This does not apply if existing pilings can not be used for new project.)
- 5) Stormwater outfall improvements.
- 6) Contributions to Stormwater Management Trust Fund.
- 7) Difference of cost of pre-stress pilings up to 50% of the NPEB assessment.

NPEB EXEMPTIONS

- 1) Boat lifts installed on existing pilings.**NPEB will be assessed on the installation of new pilings only.***
- 2) Electrical
- 3) Water
- 4) Telephone
- 5) Cable Television

FINANCIAL IMPACT:

The Harbors and Waterways Board feels a person should not be made to pay an NPEB assessment on items that do not contribute to the degradation of the Harbor or items that they consider to be accessories.

RECOMMENDATION:

Harbors and Waterways Board recommends NPEB credits and exemptions as listed above.

SUGGESTED MOTION:

Move that Council approve NPEB credits and exemptions listed above.

REPORT REVIEWED AND APPROVED BY:

City Manager
Planning Director
Environmental Officer

Initial

PC
BB

Date

9.27
9-27-95
9-28-95

HARBOR\REPORT.REC\BLIFT.NPE

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 21, 2023**TYPE OF AGENDA ITEM:** City Manager Report**AGENDA OUTLINE NUMBER:** 4.G.**TO:** City Council**THRU:** Ryan Scott, City Engineer
Louis Zunguze, Community Development Director
Lisa Firth, Parks & Rec Director
Kimberly Kopp, City Attorney
Lance Johnson, City Manager**FROM:** Jeffrey Cozadd, Grants Manager**DATE:** 8/15/23**SUBJECT:** Pickleball
(July 17, 2023: Direct the City Manager and City Attorney to work out all the details as part of the interlocal agreement involved with the Destin Aquatic Center option by the second city council meeting in August, at which time the council will make the final decision; seconded by Councilmember Hebert. Motion passed 7-0.)

I. BACKGROUND: On July 17, 2023 a matrix of pickleball options was presented to the City Council. Council requested additional information be provided before they make a final decision.

II. DISCUSSION: On July 24, 2023 the City received a letter from Emerald Coast Fitness Foundation indicating were withdrawing their proposal to build pickleball courts at the aquatic center property in Destin. With this new development, staff believe the most viable option to deliver pickleball courts in the near term is to construct those adjacent to the City Hall Annex property.

Tennis court facilities had previously been designed for this location. Staff have secured two proposals from Jenkins Engineering to update those designs. The first proposal is an update to design and permit the pickleball complex. The second proposal included the design and permitting for the pickleball complex, boundary and topographical survey, and parking addition and improvements.

A. Link to Strategic Goals / Objectives: 4.17 Pickleball Courts

B. Effect on Budget (EOB): The effect on budget is dependent upon Council's motion. If Council chooses to design only 4 courts at this time, the amount will not

exceed \$24,900. If Council requests Jenkins to design the full area to maximum pickleball court capacity with facilities, the amount could be up to \$51,400.

30058585-RR051	
Renew/Replace-	
GenGov	
Facilities	
30558500-565000-RC127	
GF-CIP-Pickleball	\$ 400,000
FY23 Adopted Budget*	400,000
Previous Expenses/Encumbrances	-
Available Program Budget	400,000
This Agreement +(-)	(51,400)
FY23 Remaining Program Budget	\$ 348,600

**FY23 Adopted Budget includes Budget for Prior Year Encumbrances*

- C. Level of Service (LOS):** Level of service would be increased
- D. Legislative Sponsor:**

III. CONCLUSION: Staff believes that adding pickleball courts to the site adjacent to the Annex has many benefits and can be delivered quicker than any other option available at this time. Also, an advantage to having the design updated with the parking additions and improvements is that a phased approach can be implemented easily with that work already having been accomplished.

IV. RECOMMENDED MOTION: Choose one of the following motions:

A. I move that we accept the proposal from Jenkins Engineering to design and permit the pickleball complex with lump sum amount of \$24,900.

or

B. I move that we accept the proposal from Jenkins Engineering to design and permit the pickleball complex, parking addition and improvements, and additional survey work a lump sum amount of \$51,400.

Attachments:

1. Destin pickleball court proposal
08.03.23
2. Pickleball Phase 1
3. Destin Pickleball Court Development
Proposal V 2.0
4. Pickleball Build out



Civil and Environmental Engineers

73 Eglin Parkway NE Suite 203 Fort Walton Beach, Florida 32548 850.837.2448 Fax 850.837.2450 www.jeicivil.com

August 3, 2023

Ryan J. Scott, P.E.
City Engineer - City of Destin
4100 Indian Bayou Trail
Destin, FL 32541

Email: rscott@cityofdestin.com
Phone: (850) 279-4102

Re: Design and Development Order Services
Project Name/Reference: City of Destin Pickleball Court Development

Mr. Scott,

With this letter contract, we (Jenkins Engineering, Inc. – "Engineer") are pleased to propose our services to you (City of Destin – "Owner") related to the request to provide site/civil engineering design and permitting assistance associated with the proposed development of a portion of parcel **00-2S-22-0000-0001-A13Q** as a pickleball facility. The property is located on Indian Bayou Drive in the City of Destin, FL. The property includes approximately 2.7 acres which is currently uncleared and undeveloped. It is our understanding that this Scope of Work will consist of assisting with engineering design and permitting for approximately 11 pickleball courts, one tennis court, one basketball court, a restroom/office building, and associated infrastructure.

Scope of Services

1. Assist with conceptual site planning and initial due diligence services including:
 - a. Assist with due diligence research to determine allowable impervious surface ratios, setbacks and general site planning requirements as required by the City of Destin for development order submittal.
 - b. Coordination with City staff for site planning.
 - c. Coordinate and attend pre-application meetings with City of Destin Planning staff.
 - d. Coordination with Destin Water Users for potable water and sanitary sewer service to the project site.
2. Prepare engineering design drawings for the proposed improvements. Drawings will include the following:
 - a. Cover Sheet
 - b. Existing Conditions Plan / Demolition Plan
 - c. Site Plan showing the following:
 - i. Geometric layout of proposed improvements with setbacks, buffers, etc.
 - ii. Geometric layout of proposed roadway/parking/access improvements
 - iii. Locations of proposed stormwater management areas
 - iv. Location of required buffer areas, setbacks and common areas
 - v. Site data information for the proposed development
 - d. Utility Plans showing the following proposed utility improvements:
 - i. Potable Water connection.
 - ii. Sanitary sewer connection.

- Utility Plans will be provided to Destin Water Users during this process for their review, coordination and approval.
- e. Grading and drainage plans including storm water management improvements as required by the City of Destin and the Northwest Florida Water Management District.
 - f. Miscellaneous details and specifications
3. Prepare engineering reports and calculations for the proposed development. Engineering reports will include:
- a. Drainage calculations associated with the project area to include runoff estimates and routing of a design storm event through the proposed storm water management system. Storm water management calculations will be done in accordance with City of Destin and NFWMD requirements.
4. Coordination with City of Destin Planning Department staff to assist with the Development Order process. This task will include:
- a. Representation at pre-application meetings.
 - b. Attendance at Technical Review Team (TRT) meeting.
 - c. Address TRT members' requests for additional information.
 - d. Preparation of final submittal drawings and calculations for the proposed project.
- These services include all required notification services such as certified mail out notifications and sign posting for the public meetings, however the cost of notifications will be billed as a direct expense to the owner in addition to the Lump Sum cost of this proposal.
5. Permitting services associated with this project and included in this Scope of Work include:
- a. Environmental Resource Permitting – 10/2 Certification
 - b. FDEP potable water permit
 - c. FDEP sanitary sewer permit

The Owner will provide and/or accomplish the following:

1. Right of entry to the property.
2. Previously available boundary and topographic surveys (must be certified within one year at time of submittal). Survey will include location of any protected trees on the current site.
3. Modular Building plans and specifications for restroom/office facility.
4. Payment of all plan review and advertising costs if applicable.
5. Payment of all application fees and or review fees associated with this project.
6. Payment of all permit fees to regulatory agencies.

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

1. Environmental assessments or environmental permitting associated wetland impacts at the subject property.
2. Modifications to the Zoning or Future Land Use designation of the property or any work associated with proposed changes to land use designations.
3. Surveying services associated with construction surveying or as-built preparation.
4. Geotechnical services, including those associated with structural capacity of soils for improvements or foundation design.

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 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>Due Diligence Services</i>	\$2,500	LUMP SUM
<i>Engineering Drawings</i>	\$12,400	LUMP SUM
<i>Engineering Reports</i>	\$4,300	LUMP SUM
<i>Permitting Services</i>	\$3,200	LUMP SUM
<i>Development Order Services</i>	\$2,500	LUMP SUM
Total	\$24,900	LUMP SUM

The lump sum amount to be paid under this agreement is \$24,900.00. 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. Payments not received within 30 days of invoice date will be subject to a one percent monthly simple interest charge.

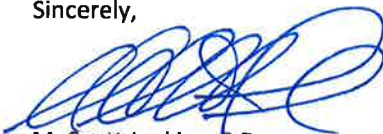
Additional Services (Extra Work). For work not described or included in Scope of Services but requested by the Owner in writing, the Owner will pay the Engineer, for time spent on the project, at the rates agreed upon for each classification of the Engineer's personnel plus reimbursable expenses including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

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 \$24,900.00, 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 copy of this contract to us for our records. We appreciate the opportunity to provide our services to you.

Sincerely,



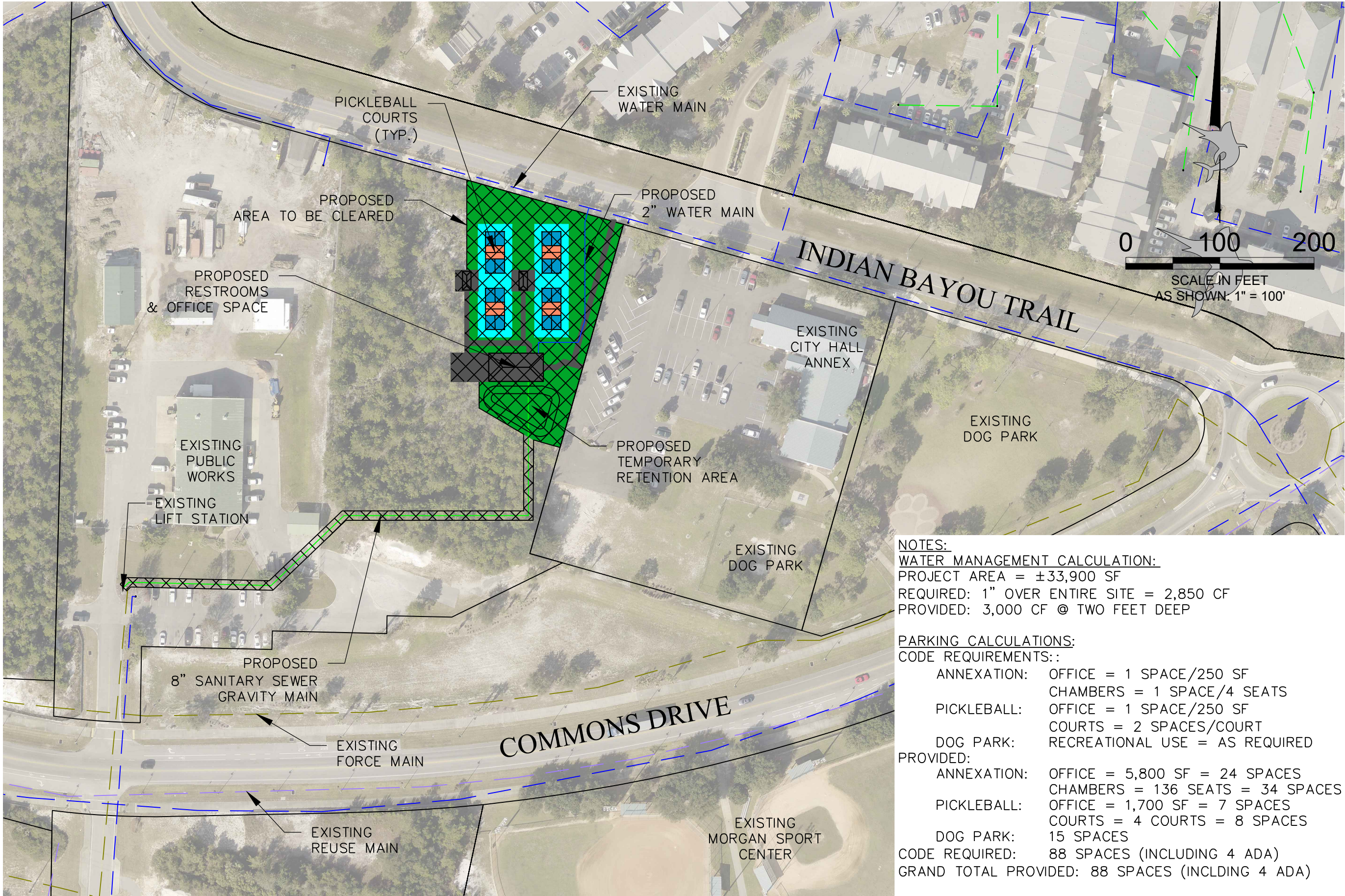
M. Scott Jenkins, P.E.
Jenkins Engineering, Inc.

Accepted for City of Destin by:

Print Name:

Title:

Date:



NOTES:
WATER MANAGEMENT CALCULATION:
PROJECT AREA = ±33,900 SF
REQUIRED: 1" OVER ENTIRE SITE = 2,850 CF
PROVIDED: 3,000 CF @ TWO FEET DEEP

PARKING CALCULATIONS:
CODE REQUIREMENTS::
ANNEXATION: OFFICE = 1 SPACE/250 SF
CHAMBERS = 1 SPACE/4 SEATS
PICKLEBALL: OFFICE = 1 SPACE/250 SF
COURTS = 2 SPACES/COURT
DOG PARK: RECREATIONAL USE = AS REQUIRED

PROVIDED:
ANNEXATION: OFFICE = 5,800 SF = 24 SPACES
CHAMBERS = 136 SEATS = 34 SPACES
PICKLEBALL: OFFICE = 1,700 SF = 7 SPACES
COURTS = 4 COURTS = 8 SPACES
DOG PARK: 15 SPACES
CODE REQUIRED: 88 SPACES (INCLUDING 4 ADA)
GRAND TOTAL PROVIDED: 88 SPACES (INCLDING 4 ADA)

ANNEX PICKLEBALL
CITY OF DESTIN, FLORIDA

DATE	
REVISIONS	
DESCRIPTION	
NO.	
DATE:	JULY 2023
PROJECT NO.:	N/A
FILE NO.:	N/A
SCALE:	1" = 100'
SHEET TITLE	



Civil and Environmental Engineers

73 Eglin Parkway NE Suite 203 Fort Walton Beach, Florida 32548 850.837.2448 Fax 850.837.2450 www.jeicivil.com

August 14, 2023

Ryan J. Scott, P.E.
City Engineer - City of Destin
4100 Indian Bayou Trail
Destin, FL 32541

Email: rscott@cityofdestin.com
Phone: (850) 279-4102

Re: Design and Development Order Services
Project Name/Reference: City of Destin Pickleball Court Development

Mr. Scott,

With this letter contract, we (Jenkins Engineering, Inc. – “Engineer”) are pleased to propose our services to you (City of Destin – “Owner”) related to the request to provide site/civil engineering design and permitting assistance associated with the proposed development of a portion of parcel 00-2S-22-0000-0001-A13Q as a pickleball facility. The property is located on Indian Bayou Drive in the City of Destin, FL. The property includes approximately 2.7 acres which is currently uncleared and undeveloped. It is our understanding that this Scope of Work will consist of assisting with engineering design and permitting for approximately 11 pickleball courts, one tennis court, one basketball court, a restroom/office building, revised parking at the City Hall Annex and associated infrastructure.

Scope of Services

1. Assist with conceptual site planning and initial due diligence services including:
 - a. Assist with due diligence research to determine allowable impervious surface ratios, setbacks and general site planning requirements as required by the City of Destin for development order submittal.
 - b. Coordination with City staff for site planning.
 - c. Coordinate and attend pre-application meetings with City of Destin Planning staff.
 - d. Coordination with Destin Water Users for potable water and sanitary sewer service to the project site.
2. Boundary and topographic survey of the subject site to include the existing City Hall Annex facility and parking.
3. Prepare engineering design drawings for the proposed improvements. Drawings will include the following:
 - a. Cover Sheet
 - b. Existing Conditions Plan / Demolition Plan
 - c. Site Plan showing the following:

- i. Geometric layout of proposed improvements with setbacks, buffers, etc.
 - ii. Geometric layout of proposed roadway/parking/access improvements
 - iii. Locations of proposed stormwater management areas
 - iv. Location of required buffer areas, setbacks and common areas
 - v. Site data information for the proposed development
 - d. Utility Plans showing the following proposed utility improvements:
 - i. Potable Water connection.
 - ii. Sanitary sewer connection.Utility Plans will be provided to Destin Water Users during this process for their review, coordination and approval.
 - e. Grading and drainage plans including storm water management improvements as required by the City of Destin and the Northwest Florida Water Management District.
 - f. Miscellaneous details and specifications
- 4. Prepare engineering reports and calculations for the proposed development. Engineering reports will include:
 - a. Drainage calculations associated with the project area to include runoff estimates and routing of a design storm event through the proposed storm water management system. Storm water management calculations will be done in accordance with City of Destin and NFWFMD requirements.
- 5. Coordination with City of Destin Planning Department staff to assist with the Development Order process. This task will include:
 - a. Representation at pre-application meetings.
 - b. Attendance at Technical Review Team (TRT) meeting.
 - c. Address TRT members' requests for additional information.
 - d. Preparation of final submittal drawings and calculations for the proposed project.These services include all required notification services such as certified mail out notifications and sign posting for the public meetings, however the cost of notifications will be billed as a direct expense to the owner in addition to the Lump Sum cost of this proposal.
- 6. Permitting services associated with this project and included in this Scope of Work include:
 - a. Environmental Resource Permitting
 - b. FDEP potable water permit
 - c. FDEP sanitary sewer permit

The Owner will provide and/or accomplish the following:

1. Right of entry to the property.
2. Modular Building plans and specifications for restroom/office facility.
3. Payment of all plan review and advertising costs if applicable.
4. Payment of all application fees and or review fees associated with this project.
5. Payment of all permit fees to regulatory agencies.

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

1. Environmental assessments or environmental permitting associated wetland impacts at the subject property.
2. Modifications to the Zoning or Future Land Use designation of the property or any work associated with proposed changes to land use designations.

3. Surveying services associated with construction surveying or as-built preparation.
4. Geotechnical services, including those associated with structural capacity of soils for improvements or foundation design.

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 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>Due Diligence Services</i>	\$2,500	LUMP SUM
<i>Surveying Services</i>	\$8,500	LUMP SUM
<i>Engineering Drawings</i>	\$22,400	LUMP SUM
<i>Engineering Reports</i>	\$8,300	LUMP SUM
<i>Permitting Services</i>	\$5,200	LUMP SUM
<i>Development Order Services</i>	\$4,500	LUMP SUM
<i>Total</i>	\$51,400	LUMP SUM

The lump sum amount to be paid under this agreement is \$51,400.00. 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. Payments not received within 30 days of invoice date will be subject to a one percent monthly simple interest charge.

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. See attached Standard Fee Schedule.

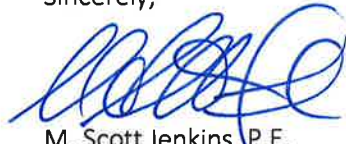
Limitation of Liability

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 \$51,400.00, 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 copy of this contract to us for our records. We appreciate the opportunity to provide our services to you.

Sincerely,



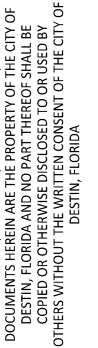
M. Scott Jenkins, P.E.
Jenkins Engineering, Inc.

Accepted for City of Destin by:

Print Name:

Title:

Date:



**ANNEX PICKLEBALL
CITY OF DESTIN, FLORIDA**

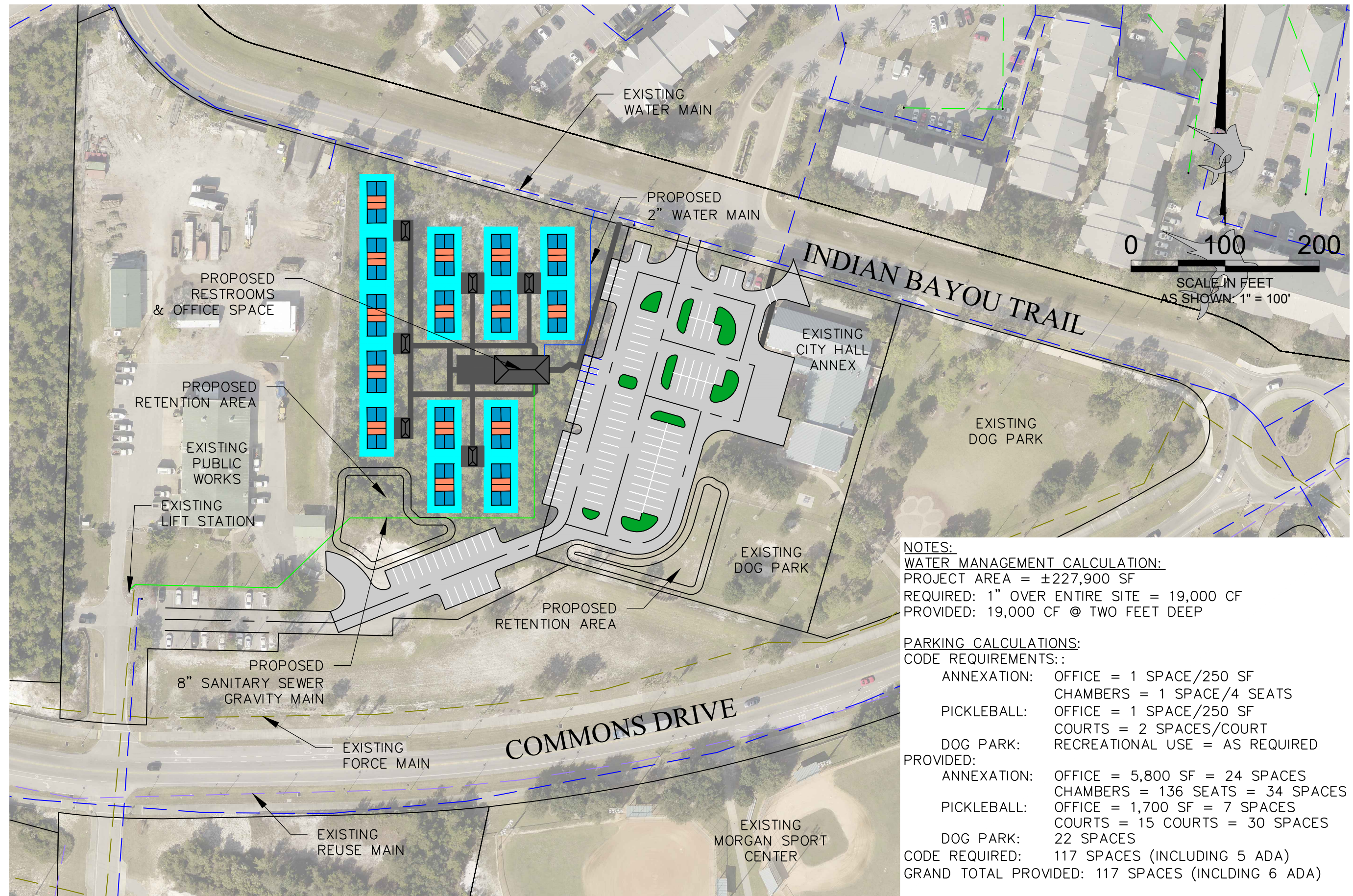
NO.	REVISIONS DESCRIPTION	DATE

DATE: JULY 2023
 PROJECT NO: N/A
 FILE NO.: N/A
 SCALE: 1" = 100'

SHEET TITLE

PHASE 2
CONCEPT

SHEET NUMBER
2 OF 4



C:\USERS\RSCOTT\CITY OF DESTIN, FL\ENGINEERING - DOCUMENTS\CAD\DRAWINGS\CITY PROJECTS\CITY HALL ANNEX - TENNIS COURTS-PICKLEBALL\EXHIBITS\PICKLEBALL COURT SITE LAYOUT OPTION 1.DWG

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 21, 2023
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.H.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 21, 2023

TYPE OF AGENDA ITEM: Public Hearing

AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, City Attorney

DATE: August 16, 2023

SUBJECT: Second reading of Ordinance 23-10-LC, amending Article 7 - Zoning and Regulatory Controls of the Land Development code; changing the list of permitted conditional and prohibited uses to include Luxury Motor Home Resorts as a Conditional Use in the Town Center Mixed Use (TCMU) zoning district; amending Table 7-2, Table of Allowable Uses; including conditions and criteria for approval.

I. BACKGROUND: On July 17, 2023, the City Council directed that staff and legal prepare an ordinance establishing RV parks as a conditional use in the Town Center Mixed Use (TCMU). The Land Development Code (LDC) already contains special design criteria for such parks, and the proposed ordinance modifies the criteria to allow for certain waivers or additional criteria/conditions to be placed upon use. Further, the proposed ordinance establishes the use, formerly referred to by Code as Luxury Motor Home Resorts, as a conditional use in the Town Center Mixed Use (TCMU) Zoning District.

On August 6, 2023, the LPA recommended approval of Ordinance 23-10-LC.

On August 7, 2023, the City Council approved Ordinance 23-10-LC on first reading.

On August 16, 2023, the Town Center CRA reviewed Ordinance 23-10-LC and recommended approval with one modification; i.e., to limit the RV stays to a maximum of 180 days per year each.

Ordinance 23-10-LC is now before the City Council for second reading/adoption.

II. DISCUSSION: SECTION 3. 7.09.00. – SPECIAL DESIGN CRITERIA

10. *Luxury motor home resorts.* Luxury motor home resorts shall conform to the following special design criteria requirements except in cases where the City Council determines the public health, safety and welfare is adequately protected and expressly approved as part of a conditional use per LDC Article 2, Section 2.09. City Council may impose other appropriate conditions upon a development in lieu of, or in addition to, those expressly set forth in this section 7.09.02.B.(10), as applicable. Luxury motor home resorts shall conform

to the following requirements unless otherwise expressly approved by the City Council as part of a conditional use approval, as applicable:

- a. *Type of allowed motor homes:* Only Class A and C motor homes, that are at least 26 feet in length, are allowed except that other recreational vehicles, including Class B, fifth wheels, and other recreational trailers are permitted provided they are in good working order, remain mobile, and are not tied down, skirted, or attached.
- b. *Minimum parcel size:* Ten acres. This criteria shall not be waived by the City Council.
- c. *Minimum size of motor home lot:* If subdivided, no lot shall be less than 30 feet in width. If not subdivided, no motor home lot shall be less than 30 feet in width. This criteria shall not be waived by the City Council.
- d. *Size of motor home pads:* All motor home pads shall be designed to accommodate motor homes of not less than 35 feet in length; 25 percent of all pads shall be designed to accommodate motor homes of not less than 40 feet in length.
- e. *Material used to construct motor home pads:* All motor home pads shall be constructed of concrete.
- f. *Motor home lot occupancy limitations:* Motor home lot occupancy shall be limited to one Class A or C motor home. No trailers, tents, conversion vans, or fifth wheel vehicles shall be permitted on pad sites or within the resort development. No pad may be occupied continuously by the same motor home or occupant for longer than 180 days.
- g. *Density:* For the purpose of calculating density, one motor home lot shall equal one dwelling unit. This criteria shall not be waived by the City Council.
- h. *Minimum setback from perimeter of parcel to motor home pad:* 35 feet next to residential uses; 25 feet next to all other uses outside of the unified development plan; and 15 feet next to all other uses within the Unified Development Plan.
- i. *Minimum setback from the property line to any permanent structure:* 15 feet for structures up to 20 feet in height; add one foot of setback for each additional foot in height above 20 feet.
- j. *Buffers:* The following buffers are required for luxury motor home resorts:
 1. Location of perimeter buffering: Perimeter buffering is required adjacent to and within 100 feet of residential uses outside of the Unified Development Plan.
 2. Perimeter wall: A decorative solid, sound absorbing, non-reflective wall, six feet in height shall be erected adjacent to residential uses located outside of the Unified Development Plan.
 3. Buffering adjacent to residential uses: Natural area or maintained landscaping of dense plantings comprised of material with a median average height of 12 feet at time of certificate of occupancy covering a depth of not less than 20 feet inward from the perimeter wall.
 4. Buffers adjacent to non-residential uses: Minimum of 10 feet wide landscaped buffers planted with materials in accordance with Section 7.09.03.F.1.f.2.c.
- k. *Landscaping:* In addition to required buffer landscaping, there shall be a minimum of one tree or (two palms in lieu of one tree) of not less than ten feet in height at time of planting, and ten shrubs, not less than two feet in height at time of planting for each motor home lot and for each 500 square feet of permanent structure of a height of ten feet or greater. Palms shall constitute not more than 50 percent of the total number of required trees.
- l. *Parking:* There shall be a minimum of one automobile parking space per motor home pad and one additional parking space per every ten motor home lots. Parking spaces shall be concrete or paver-block. A centralized area located not closer than 100 feet from any residential use, may be provided to park boats and trailers. No parking of any vehicle on

unpaved areas or on access roadways shall be permitted.

m. *Noise*: Motor homes shall not be maneuvered on-site after 10:00 p.m. or before 6:00 a.m. Power generators shall not be operated within 50 feet of residential areas unless there is a declared emergency.

n. *Noise mitigation*: A professional in noise mitigation analysis shall certify to the City at time of development order application that the areas of operation of permitted motor homes will not exceed 75 db as measured from any off-site residential property line. Upon completion of the development, said professional will certify that the project was built in accordance with approved plans.

o. *Amenity area*: Not less than ten percent of the area of the parcel managed as a luxury motor home resort shall be dedicated as an amenity area.

p. *Full time on site management*: On-site live-in management is required and shall be available 24 hours a day seven days a week.

q. *The following minimum infrastructure improvements shall be provided*: Paved access not less than 20 feet wide to every motor home lot; street lights; water, sewer, and drainage facilities; cable or wireless communications infrastructure; high speed internet; and electrical connection for each pad not less than 50 amp service.

r. *Deed restrictions*: Deed restrictions shall be equal to or more restrictive than provisions of this ordinance.

s. *Additional criteria*. In order to protect the public health, safety and welfare, the City Council may impose additional criteria, conditions, or restrictions on luxury motor home resorts in zoning districts where such uses are approved as a conditional use.

On August 3, 2023, the LPA reviewed the ordinance and its consistency with the following applicable Comprehensive Plan Policies and determined that the proposed Ordinance 23-10-LC is consistent:

Policy 1-1.3.3: Planning Areas. The Town Center Commons Planning Area intends to be the City's and region's residential, cultural, institutional, and services center. The residents and employees of Destin should be able to conduct all their daily business here while also finding a place for relaxation and recreation. The Town Center Commons shall also afford residents and visitors alike the ability to attend events and activities that showcase the local arts, culture, and community values. To accomplish this, the Town Center Commons shall provide a range of uses from higher-density residential, to mixed-use development, and gathering places for residents and visitors, while also being pedestrian-scaled with accessible multi-modal corridors leading to the City's surrounding areas. In addition, the City shall collaborate with Okaloosa County to align future development in the areas directly adjacent to the City's jurisdiction.

Policy 1-2.4.3: Mixed Use (MU). Town Center Mixed Use (TCMU). The "TCMU" shall be a focal point for reinvestment in a community mixed use center anchored by the Main Street Corridor. Objective 1-3.3 and Policies 1-3.3.1 through 1-3.3.3 and 1-3.3.5 identify a planning and management framework for initiating new regulations and public investment strategies for the Town Center. Notwithstanding other provisions within this Plan, land within the Town Center shall not be allowed to include short-term residential uses unless the properties have direct or secondary access to Harbor Boulevard. Permitted uses are multi-family residential, high density single family (not less than 7 units per acre), retail, service, restaurant, office, commercial uses and civic uses. Locations where High Density Single Family Uses are not permitted shall be specified in

the Town Center Master Redevelopment Plan. The following maximum development standards shall be applied to future development within Town Center Mixed Use area:

TABLE 1-11: GENERAL DEVELOPMENT STANDARDS FOR "TCMU" DESIGNATED LAND

Use	Max. Height	Max Density (units/acres)	Max Floor Area Ratio
Single-Family Residential	35'3 stories	Up to 9.00	N/A
Multi-Family Residential	50'4 stories	Up to 24.00	N/A
All other permitted uses and mixes of uses as described in policy 1/2.4.3 subsection 1	75'6 stories	N/A	1.5

- A. **Link to Strategic Goals / Objectives:** n/a
- B. **Effect on Budget (EOB):** n/a
- C. **Level of Service (LOS):** n/a
- D. **Legislative Sponsor:** City Council on July 17, 2023

III. **CONCLUSION:**

IV. **RECOMMENDED MOTION:** I move to approve Ordinance 23-10-LC on second reading.

Attachments:

1. Ordinance 23-10-LC

ORDINANCE NO. 23-10-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING ARTICLE 7, ZONING AND REGULATORY CONTROLS , OF THE LAND DEVELOPMENT CODE; CHANGING THE LIST OF PERMITTED, CONDITIONAL AND PROHIBITED USES TO INCLUDE LUXURY MOTOR HOME RESORTS AS A CONDITIONAL USE IN THE TOWN CENTER MIXED USE (TCMU) ZONING DISTRICT; AMENDING TABLE 7-2, TABLE OF ALLOWABLE USES; INCLUDING CONDITIONS AND CRITERIA FOR APPROVAL; PROVIDING FOR AUTHORITY; 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.

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 desires to develop and maintain appropriate settings and environments for buildings, sites, and areas to enhance property values, promote the tourist trade and interest, and foster knowledge of the city's living heritage; and

WHEREAS, the purpose of the Town Center Mixed Use It is the intent of the TCMU zoning district to specifically not allow permanent or seasonal single-family residential uses;

WHEREAS, the City Council in providing for the health, safety and welfare of its citizens finds that the City should allow Recreational Vehicle Park Resorts in the Town Mixed Use zoning district as a conditional use where appropriate criteria and conditions for the use are met; and

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

WHEREAS, a public hearing was conducted on August 3 2023, after due public notice by the Local Planning Agency and its recommendations reported to the City Council; and

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

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

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

SECTION 3. 7.09.00. – SPECIAL DESIGN CRITERIA

10. *Luxury motor home resorts.* Luxury motor home resorts shall conform to the following special design criteria requirements except in cases where the City Council determines the public health, safety and welfare is adequately protected and expressly approved as part of a conditional use per LDC Article 2, Section 2.09. City Council may impose other appropriate conditions upon a development in lieu of, or in addition to, those expressly set forth in this section 7.09.02.B.(10), as applicable. Luxury motor home resorts shall conform to the following requirements unless otherwise expressly approved by the City Council as part of a conditional use approval, as applicable:

a. *Type of allowed motor homes:* Only Class A and C motor homes, that are at least 26 feet in length, are allowed except that other recreational vehicles, including Class B, fifth wheels, and other recreational trailers are permitted provided they are in good working order, remain mobile, and are not tied down, skirted, or attached.

b. *Minimum parcel size:* Ten acres. This criteria shall not be waived by the City Council.

c. *Minimum size of motor home lot:* If subdivided, no lot shall be less than 30 feet in width. If not subdivided, no motor home lot shall be less than 30 feet in width. This criteria shall not be waived by the City Council.

d. *Size of motor home pads:* All motor home pads shall be designed to accommodate motor homes of not less than 35 feet in length; 25 percent of all pads shall be designed to accommodate motor homes of not less than 40 feet in length.

e. *Material used to construct motor home pads:* All motor home pads shall be constructed of concrete.

f. *Motor home lot occupancy limitations:* Motor home lot occupancy shall be limited to one Class A or C motor home. No trailers, tents, conversion vans, or fifth wheel vehicles shall be permitted on pad sites or within the resort development. No pad may be occupied continuously by the same motor home or occupant for longer than 180 days.

g. *Density:* For the purpose of calculating density, one motor home lot shall equal one dwelling unit. This criteria shall not be waived by the City Council.

h. *Minimum setback from perimeter of parcel to motor home pad:* 35 feet next to residential uses; 25 feet next to all other uses outside of the unified development plan; and 15 feet next to all other uses within the Unified Development Plan.

i. *Minimum setback from the property line to any permanent structure:* 15 feet for structures up to 20 feet in height; add one foot of setback for each additional foot in height above 20 feet.

j. *Buffers:* The following buffers are required for luxury motor home resorts:

1. Location of perimeter buffering: Perimeter buffering is required adjacent to and within 100 feet of residential uses outside of the Unified Development Plan.

2. Perimeter wall: A decorative solid, sound absorbing, non-reflective wall, six feet in height shall be erected adjacent to residential uses located outside of the Unified Development Plan.

3. Buffering adjacent to residential uses: Natural area or maintained landscaping of dense plantings comprised of material with a median average height of 12 feet at time of certificate of occupancy covering a depth of not less than 20 feet inward from the perimeter wall.

4. Buffers adjacent to non-residential uses: Minimum of 10 feet wide landscaped buffers planted with materials in accordance with Section 7.09.03.F.1.f.2.c.

k. *Landscaping:* In addition to required buffer landscaping, there shall be a minimum of one tree or (two palms in lieu of one tree) of not less than ten feet in height at time of planting, and ten shrubs, not less than two feet in height at time of planting for each motor home lot and for each 500 square feet of permanent structure of a height of ten feet or greater. Palms shall constitute not more than 50 percent of the total number of required trees.

l. *Parking:* There shall be a minimum of one automobile parking space per motor home pad and one additional parking space per every ten motor home lots. Parking spaces shall be concrete or paver-block. A centralized area located not closer than 100 feet from any residential use, may be provided to park boats and trailers. No parking of any vehicle on unpaved areas or on access roadways shall be permitted.

m. *Noise:* Motor homes shall not be maneuvered on-site after 10:00 p.m. or before 6:00 a.m. Power generators shall not be operated within 50 feet of residential areas unless there is a declared emergency.

n. *Noise mitigation:* A professional in noise mitigation analysis shall certify to the City at time of development order application that the areas of operation of permitted motor homes will not exceed 75 db as measured from any off-site residential property line. Upon completion of the development, said professional will certify that the project was built in accordance with approved plans.

o. *Amenity area:* Not less than ten percent of the area of the parcel managed as a luxury motor home resort shall be dedicated as an amenity area.

p. *Full time on site management:* On-site live-in management is required and shall be available 24 hours a day seven days a week.

q. *The following minimum infrastructure improvements shall be provided:* Paved access not less than 20 feet wide to every motor home lot; street lights; water, sewer, and drainage facilities; cable or wireless communications infrastructure; high speed internet; and electrical connection for each pad not less than 50 amp service.

r. *Deed restrictions:* Deed restrictions shall be equal to or more restrictive than provisions of this ordinance.

s. *Additional criteria.* In order to protect the public health, safety and welfare, the City Council may impose additional criteria, conditions, or restrictions on luxury motor home resorts in zoning districts where such uses are approved as a conditional use.

SECTION 4. AMENDMENT TO TABLE 7-2 “TABLE OF ALLOWABLE USES”

Table 7-2: Table of Allowable Uses contains all of the allowed uses within the City and in what zoning districts those uses are allowed. Uses not listed as permitted, conditional, or accessory uses in Table 7-2 are prohibited uses. The North American Industry Classification System (NAICS), 2002 Edition shall be used to provide definitions of each use or use groupings listed in Table 7-2. All sub-uses listed under a use in the NAICS, which use is permitted in the zoning designation in question, shall be considered as a permitted use.

TABLE 7-2: TABLE OF ALLOWABLE USES

	BE	LDR-V	LDR-HI	LDR-H	MDR-V	MDR-HI	HDR	CBN	CL	CG	CTS	ROI-TD	ROI-VR	ROI-CBR	CBR	TCMU	CMU	CMU-V
Permanent or long-term residential uses																		
Single-family detached dwelling	P	P	P	P	P	P	P	P	P				P	P	P		P	P
Multi-family attached dwelling					P	P	P	C	P	C			C		P	C	P	C
Mobile home dwelling	C																	
Mobile home development							C											
Guest house ⁽¹⁾	P				P	P	P	P				P	C		P			C
Accessory dwelling	P				P	P	P	P				P	C		P			C
Custodian or night-watchman dwelling											P							
Single room occupancy housing	P	P	P	P	P	P	P	P	P			P	P	P	P	P	P	P
Seasonal or short-term residential uses																		C
Single-family detached dwelling			P			P	P	P	P			P		P	P		P	
Luxury motor home resort																<u>C</u>		
Multi-family attached dwelling						P	P	C	P	P		P			P	C	P	C
Other residential uses																		
Community residential home, small (1—6)	P	P	P	P	P	P	P	P	P			P	P	P	P	P	P	C
Community residential home, large (7—14)					P	C	C	C	C				C		C		C	C
Family day care home	P	P	P	P	P	P	P	P	P				P	P	P		P	C

North American Industrial Classification System Use Designations

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

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

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

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

**ADOPTED THIS ____ DAY OF _____,
2023.**

By: _____
Bobby Wagner, Mayor

ATTEST:

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

Rey Bailey, City Clerk

Kimberly Romano Kopp, City Attorney

First Reading: _____

Second Reading: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 21, 2023**TYPE OF AGENDA ITEM:** Public Hearing**AGENDA OUTLINE NUMBER:** 5.B.**TO:** City Council**THRU:** Lance Johnson, City Manager**FROM:** Louis Zunguze, Community Development Director
Kimberly Kopp, City Attorney
Noell Bell, Chief Building Official**DATE:** August 14, 2023**SUBJECT:** First reading of Ordinance 23-11-CC, amending Chapter 13 of the Code of Ordinances Section 13-40 Schedule of Fees, to remove the fees listed and add language that defers and fees to be charged to the Resolution of Fees.

I. BACKGROUND: Businesses located within the City of Destin pay a fee for the privilege of engaging in or managing any type of business, profession, or occupation, known as a **Business Tax Receipt (BTR)**. The list of fees charged is currently located in two (2) separate documents:

1. **Code of Ordinance, Sec. 13-40. - Schedule of Fees**
2. **Fee Resolution 23-06 Schedule of Fees** (Adopted by Council on May 1, 2023)

Most fees referenced in the **Code of Ordinances** refer to the **Resolution of Fees** adopted by City Council. To maintain a uniform approach to the fees that the City of Destin charges for various services, the City developed a **Schedule of Fees**. The **Schedule of Fees** is one manual, encompassing all fees charged by the City and adopted by City Council through Resolution 23-06.

II. DISCUSSION: With the recently adopted **Fee Schedule Resolution 23-06**, the **Business Tax Receipt Fees** have changed, thus, creating an inconsistency of fee amounts in the **Code of Ordinance Sec. 13-40 Schedule of Fees** and the current **Fee Resolution 23-06 Schedule of Fees**.

It is the intent of this Proposed Ordinance to strike through and/or remove the fees listed in the Code of Ordinances Sec. 13-40 and add language that refers any fees to be charged to the **Resolution of Fees**. This would maintain consistency through the **Code of Ordinance**

that refers to fees.

- A. **Link to Strategic Goals / Objectives:** Financially Sound City providing service excellence.
- B. **Effect on Budget (EOB):** n/a
- C. **Level of Service (LOS):** Uniformity of service
- D. **Legislative Sponsor:** City Council approved Fee Resolution on May 1, 2023.

III. CONCLUSION: To maintain consistency, the Proposed Ordinance will strike through and/or remove the fees listed in the **Code of Ordinances Sec. 13-40** and refers then to the **Resolution of Fees** adopted by City Council.

IV. RECOMMENDED MOTION: I move the City Council approve Ordinance 23-11-CC on first reading and bring back to Council for second reading on September 7, 2023.

Attachments:

1. Ordinance 23-11-CC Aug 21 2023

ORDINANCE NO. 23-11-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, SECTION 13-40, "SCHEDULE OF FEES" TO REFLECT THAT THE SCHEDULE OF BUSINESS TAX RECEIPT FEES ARE CURRENTLY SET FORTH IN THE CITY'S FEE SCHEDULE RESOLUTION AND AS SUCH SHALL BE REMOVED FROM THE CODE OF ORDINANCES; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 205, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the amount of the license fee which shall be paid for the privilege of engaging in or managing any business, profession, or occupation for which a license is required is currently set forth in a schedule of fees, previously adopted by resolution of the City Council, and may be amended from time to time in accordance with State law; and

WHEREAS, setting forth such fees in both the Code of Ordinances and fee schedule resolution is duplicative and unnecessary; and

WHEREAS, the City Council desires to amend the Code of Ordinances to formally remove the schedule of fees from the Code, and continue to utilize the City's fee schedule resolution as the appropriate setting forth of such fees; and

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

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

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

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

SECTION 3. AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, SECTION 13-40, "SCHEDULE OF FEES".

Chapter 13 of the Code of Ordinances is hereby amended as follows:

CHAPTER 13 - LICENSES, PERMITS AND MISCELLANEOUS BUSINESS REGULATIONS

Sec. 13-40. Schedule of fees.

The amount of the license fee which shall be paid for the privilege of engaging in or managing any business, profession, or occupation for which a license is required is ~~hereby fixed as follows:~~ set forth in a schedule of fees, adopted by resolution of the City Council, and may be amended from time to time in accordance with State law.

~~(A) Charter boats. All charter boat or fare-carrying boat businesses shall pay a license fee based upon Coast Guard certified passenger capacity.~~
~~Charter boats, per boat \$50.00~~
~~Plus, per passenger 1.00~~

~~(B) Coin-operated machines. All businesses or activities utilizing coin-operated machines, except pay telephones, shall pay a license fee based upon the number of such machines.~~
~~The local business tax fee will be determined based upon the total number of coin-operated machines the business or activity utilizes within the corporate limits of Destin, with a list of individual locations of coin-operated machines to be provided by the business or activity making application for a license. The owner of the business or activity shall make sufficient copies of the issued license for display at each coin-operated machine location.~~

~~Amusement machines, per machine 10.00~~

~~1 to 10 vending machines 50.00~~

~~11 to 25 vending machines 100.00~~

~~26 or more vending machines 150.00~~

~~1 to 25 coin-operated washing machines and dryers 50.00~~

~~26 to 50 coin-operated washing machines and dryers100.00~~

~~51 or more coin-operated washing machines and dryers150.00~~

~~(Note: Vending machines are those coin-operated devices which dispense a product in exchange for a coin; i.e., soft drinks, candy, grooming aids, cigarettes, etc. Amusement machines include devices such as pinball, electronic games, pool tables, skeeball, juke boxes, etc. Laundry machines include washers, hot air dryers and dry cleaning machines).~~

~~(C) Commercial fishing. Net boats, long line and all other commercial noncharter fishing businesses which sell seafood for profit, either retail or wholesale, shall pay a fee based upon the greatest number of vessels.~~

~~1 boat50.00~~

~~Each additional boat25.00~~

~~(D) Contractors and subcontractors.~~

~~General contractor125.00~~

~~Building contractor100.00~~

~~Residential, sheet metal, roofing, electrical, class A air conditioning, mechanical, plumbing and commercial swimming pool contractors or subcontractors75.00~~

~~Class B air conditioning and residential swimming pool contractors or subcontractors50.00~~

~~Class C air conditioning and swimming pool service contractors or subcontractors50.00~~

~~(Note: The classifications above are as defined in Florida Statutes Section 489.105.)~~

~~Handymen and similar craftsmen25.00~~

~~All other contractors or subcontractors not listed herein50.00~~

~~(E) Food and beverage establishments.~~

~~(1) Restaurants, cafes, snackbars, dining rooms, lounges, taverns, nightclubs and the like, whether operated in conjunction with some other line of business or not, one dollar (\$1.00) per seat with a minimum of fifty dollars (\$50.00).~~

~~(2) Snack counters, drive-ins, catering services, take-out services which maintain no seats, or like businesses which may provide some seating but whose primary nature of business is take-out or delivery of food and/or beverages50.00~~

~~(F) Reserved.~~

~~(G) Gasoline stations (including marinas). The annual license fee shall be based upon the maximum number of vehicles/vessels which can be serviced at any given time, in addition to other fees as may be required pursuant to this article.~~

~~1 to 4 vehicles/vessels50.00~~

5 to 10 vehicles/vessels100.00

11 to 15 vehicles/vessels150.00

16 or more vehicles/vessels200.00

~~(H) Insurance.~~

~~Each insurance company writing any class of insurance upon any person or property residing or located within the city50.00~~

~~Insurance agent or firm doing such business as agent or other representative of insurance company or companies, for each place of business100.00~~

~~Each traveling or itinerant insurance agent or solicitor soliciting business within the city100.00~~

~~Insurance solicitors employed by, or representing, insurance agents who have an annual license as provided by this section50.00~~

~~(I) Leisure rentals. Businesses renting boats, yachts, jet skis, beach equipment, sailboats, motorcycles, mopeds, bicycles or other similar equipment shall pay a license fee based upon the number of units.~~

~~The local business tax fee will be determined based upon the total number of leisure rentals the business or activity rents to the public within the corporate limits of Destin, with a list of individual locations of leisure rental setups to be provided by the business or activity making application for a license. The business owner or manager shall be responsible for making copies of the issued license, with a copy of said license to be distributed to each location site.~~

~~1 to 10 units50.00~~

~~11 to 20 units100.00~~

~~21 to 30 units150.00~~

~~31 or more units200.00~~

~~(J) Marinas, dry docks, boat storage. Marinas, dry docks and boat storage annual license fees will be based upon the number of spaces for rent.~~

Spaces	Wet	Dry
1 to 3	\$50.00	\$50.00
4 to 10	100.00	50.00
11 to 20	150.00	75.00
21 to 40	200.00	100.00
41 to 60	250.00	125.00
61 or more	300.00	150.00

~~(K) Professionals. The fees referenced in this section apply to each individual pursuing such profession or professional activities and not against the firm, partnership or corporation.~~

~~Therefore, each individual must obtain a separate license rather than one (1) license being acquired by a firm, partnership or corporation.~~

~~It shall be the responsibility of the principle of each firm to provide to the city a list of individual professionals working from or in the firm's office at the time of license application, ant to notify the city each time additional professionals assume professional working activities from the office. Each professional is responsible for acquiring his/her individual license and shall post the issued license in a conspicuous place in the office in which the professional conducts business activities.~~

Class 1150.00

~~Includes professionals such as accountants/certified public accountants, architects, attorneys, chiropractors, dentists, engineers, medical doctors, opticians, optometrists, psychiatrists, psychologists, surveyors and veterinarians.~~

Class 2100.00

~~Includes professionals such as real estate brokers and stock brokers.~~

Class 325.00

~~Includes professionals such as real estate agents, barbers, beauticians, cosmetologists, electrologists and others not referenced in class 1, class 2 or in the insurance category (subsection (10) of this section).~~

~~(L) Rental units. All hotels, motels, houses, cottages, condominium units, trailer spaces, boardinghouses and all other units or spaces rented.~~

~~The local business tax fee will be determined based upon the total number of rental units the business or activity manages within the corporate limits of Destin, with a list of individual locations of rental units to be provided by the business or activity making application for a license. The business owner or manager shall post the issued license in a conspicuous place in the office which manages the rental units.~~

~~1 to 4 units25.00~~

~~5 to 10 units50.00~~

~~11 to 50 units100.00~~

~~51 to 100 units200.00~~

~~101 to 200 units300.00~~

~~201 to 500 units400.00~~

~~501 or more units500.00~~

~~Mini warehouse storage facilities200.00~~

~~(M) Retail, wholesale, manufacturing, services, financial institutions, clubs, pawnshops, private schools, car rentals, hospitals, clinics, advertising agencies, consultants, etc. All financial institutions and businesses selling goods, either wholesale or retail; businesses~~

~~for the manufacture or assembly of goods; businesses providing services; all clubs, including golf, racquetball, swimming, health, social and the like; miniature golf, water slides and bowling alleys; private schools of any description; automobile rental agencies; and wrecker towing services shall pay a fee based upon the total number of employees. An employee shall be defined as any person actively connected with the business working within the city limits. An affidavit may be requested to accompany the application for such license stating the greatest number of individuals employed during any twenty four hour period during the preceding license year. The city manager or his designee shall be supplied proof of the number of employees upon demand.~~

~~1 to 5 employees 50.00~~

~~6 to 20 employees 100.00~~

~~21 to 50 employees 150.00~~

~~51 or more employees 200.00~~

~~(N) Taxicabs, limousines, busses, private ambulances, courtesy cars, delivery cars, etc. The annual license fee shall be a per unit charge.~~

~~Taxicabs, per unit 50.00~~

~~Limousines, per unit 100.00~~

~~Busses:~~

~~—up to 40 passengers, per unit 100.00~~

~~—41 or more passengers, per unit 150.00~~

~~Courtesy/delivery cars, private ambulances, per unit 50.00~~

~~(O) Theaters. Annual license fees will be based upon seating capacity.~~

~~1 to 30 seats 50.00~~

~~31 to 100 seats 100.00~~

~~101 to 300 seats 150.00~~

~~301 to 500 seats 200.00~~

~~501 to 750 seats 250.00~~

~~751 or more seats 300.00~~

~~(P) Miscellaneous. Any business activity not hereinbefore listed 200.00~~

SECTION 4. INCORPORATION INTO CITY CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section

or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of such ordinances or resolutions, are hereby repealed to the extent of the conflict.

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

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

ADOPTED this ____ day of September, 2023.

Bobby Wagnor, Mayor

ATTEST:

Rey Bailey, City Clerk

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

Kimberly Romano Kopp, City Attorney

First Reading: August 21, 2023
Second Reading: September __, 2023