

**REGULAR MEETING
DESTIN CITY COUNCIL
OCTOBER 2, 2023
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

CALL TO ORDER

*** INVOCATION**

PLEDGE OF ALLEGIANCE

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

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

A. Choctawhatchee Basin Alliance, Program and Water Quality Update

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. Resolution 23-21 Schedule of Fees

B. 2024 Okaloosa County Public Library Cooperative Interlocal Agreement

C. Four Prong Lake Conduit, authorization for City Manager to issue a Purchase Order, ARPA funding

(July 17, 2023: Motion by Councilmember Hebert, seconded by Councilmember Schmidt, to spend \$21,000 of the 69% of the American Rescue Plan Act awarded funds allocated for Stormwater Infrastructure on underground piping for the Destiny Subdivision passed 7-0)

D. Okaloosa County Sheriff's Office Service Agreement FY24

E. McGuire's Irish Pub Annual Halloween Run ROW Request

F. Approval of minutes of September 18, 2023 Regular City Council Meeting

G. Minutes of Boards & Committees

4. CITY MANAGER REPORTS

A. RFP NO. 23-10-ENG PHASE I UTILITY UNDERGROUND CONVERSION

(September 18, 2023: Councilmember Bagby moved to allow staff to issue a Request for Proposals (RFP) to hire an FPL-approved general contractor to conduct the conversion of overhead utilities to underground, seconded by Councilmember Hebert and passed 6-0).

B. Parks Foundation By-Laws

(September 7, 2023: Motion by Councilmember Bagby, seconded by Councilmember Geile, to direct the City Manager to proceed with establishing a park foundation and to bring the information back to the council passed 7-0).

C. Commons Drive Property Adjacent to the Morgan Sports Center

- D. Residential Development Construction Parking Plans
(July 17, 2023: Councilmember Schmidt moved to direct staff to come back with suggestions dealing with construction parking plans for residential developments; seconded by Councilmember King. Motion passed 7-0).
- E. Need for Comprehensive Visioning Framework and Guidance for SRS Contract
(August 21, 2023: Councilmember Bagby requests a briefing from staff regarding who is working on the comprehensive planning for utilization of the 1 Harbor property, what areas it encompasses, what ideas are being considered, and plans for obtaining input from the public).
- F. Harbor Channel Dredging Study Proposal
(May 15, 2023: Councilmember Geile moved to direct staff to determine if there are any existing permits for harbor maintenance; if not, to authorize staff to start the application process for state and federal permitting so they can start potential dredge; contact the property owners' representative to determine if they can partner with what they are doing to save costs; and bring information back to the council at a future council meeting; seconded by Councilmember Destin. Motion passed 7-0)
- G. Announcements

5. PUBLIC HEARINGS

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

- A. Councilmember Sweetser
- B. Councilmember Geile
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember King
 - 1. Board/Committee Consolidation
- G. Councilmember Schmidt
 - 1. Morgan Sports Complex baseball field improvements
 - 2. Tourist Development Council (TDC) funding allocations
- 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



AGENDA ITEM

COUNCIL MEETING DATE: October 2, 2023
TYPE OF AGENDA ITEM: Special Presentation
AGENDA OUTLINE NUMBER: 1.A.

TO: City Council
THRU: Lance Johnson, City Manager
FROM: Michael Burgess, Public Services Director
DATE: 09/08/2023
SUBJECT: Choctawhatchee Basin Alliance, Program and Water Quality Update

I. BACKGROUND: The Choctawhatchee Basin Alliance supports the City's NPDES Stormwater Program by providing Public Information/Education and Involvement services. The CBA also conducts regular water testing in the Destin Harbor and surrounding waters.

II. DISCUSSION: Alison McDowell, CBA Director and/or Kayla Wingard, Monitoring Coordinator will provide a program update as well as speak about water quality sampling and analysis results.

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

II. Enhanced Quality of Life and Safety for Families

VI. A Green and Sustainable Environment

B. Effect on Budget (EOB): 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.

Attachments:

1. Destin NPDES CBA Presentation 2023

Destin NPDES Presentation

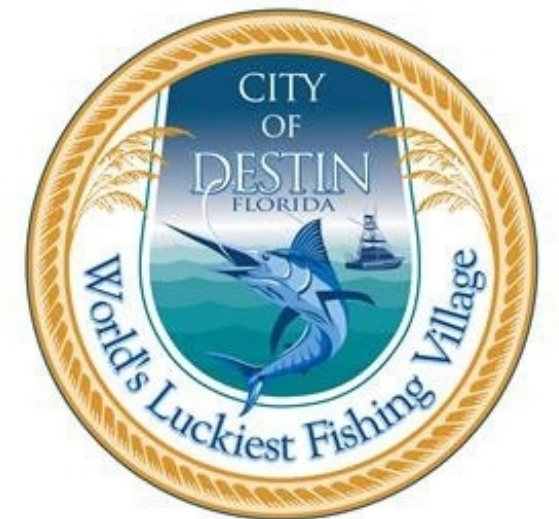


C
B
A



CHOCTAWHATCHEE
BASIN ALLIANCE
Northwest Florida State College

Kayla Wingard
Monitoring Coordinator





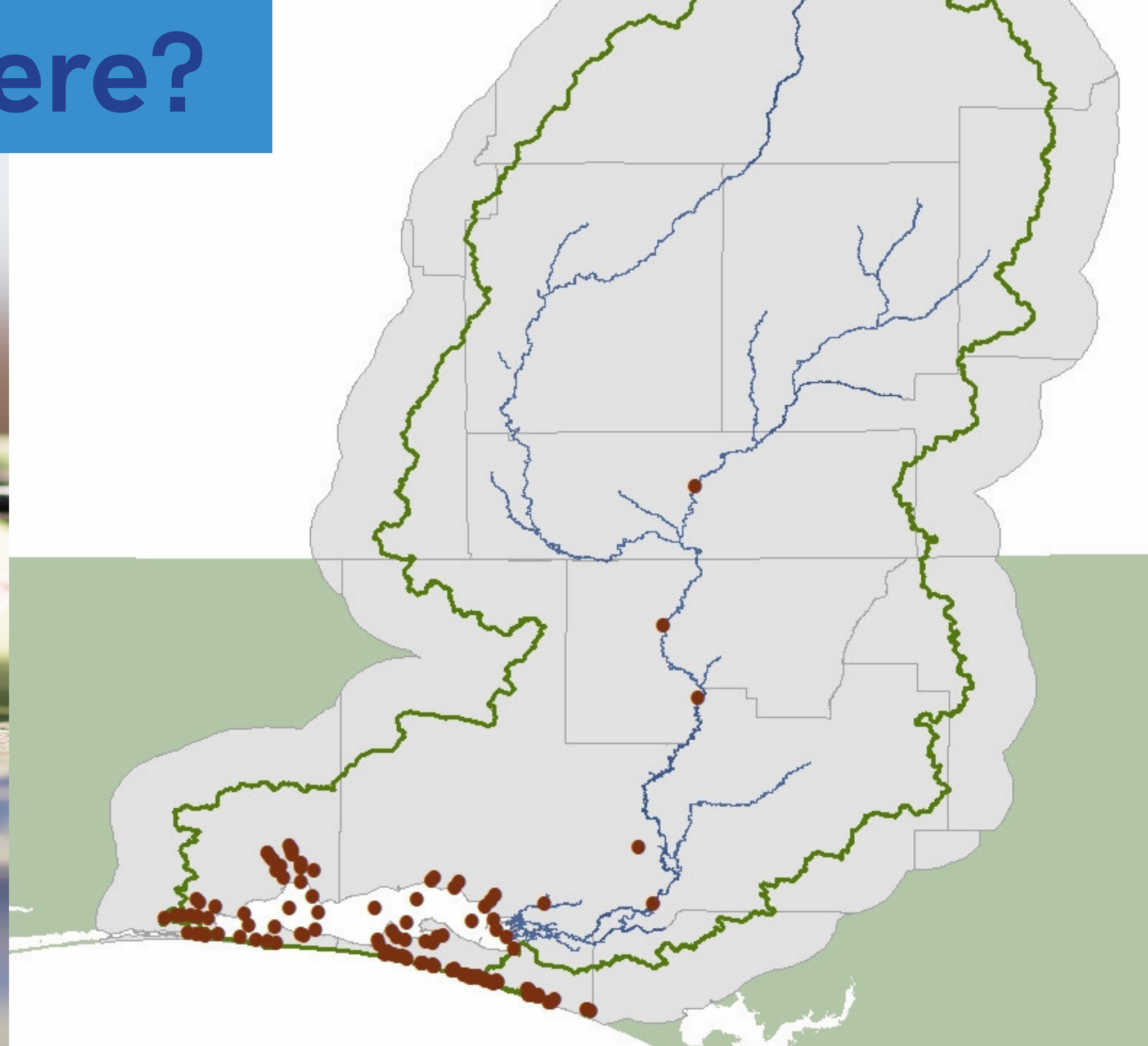
Who & What?



Mission: Choctawhatchee Basin Alliance is a non-profit organization responsible for promoting swimmable, fishable waterways in our community through monitoring, education, restoration, and research.



Where?



We serve all around our watershed, across the Choctawhatchee Bay, the Destin harbor, up the Choctawhatchee River to Geneva, Alabama, and coastal dune lakes of Walton County. We are expanding efforts north east to encompass the freshwater areas of the Choctawhatchee Basin.



Destin NPDES & CBA

The perfect partnership!

In 2003, the City of Destin was mandated to comply with state regulations regarding water quality. The NPDES permit was designed in two phases:

- The City of Destin must regulate stormwater runoff using best management practices (BMPs).
- The municipal separate storm sewer systems (MS4) program comprises **six** elements that, when implemented in concert, are expected to result in significant reductions of pollutants discharged into receiving water bodies.

CBA partners with City of Destin to fulfill these NPDES requirements.

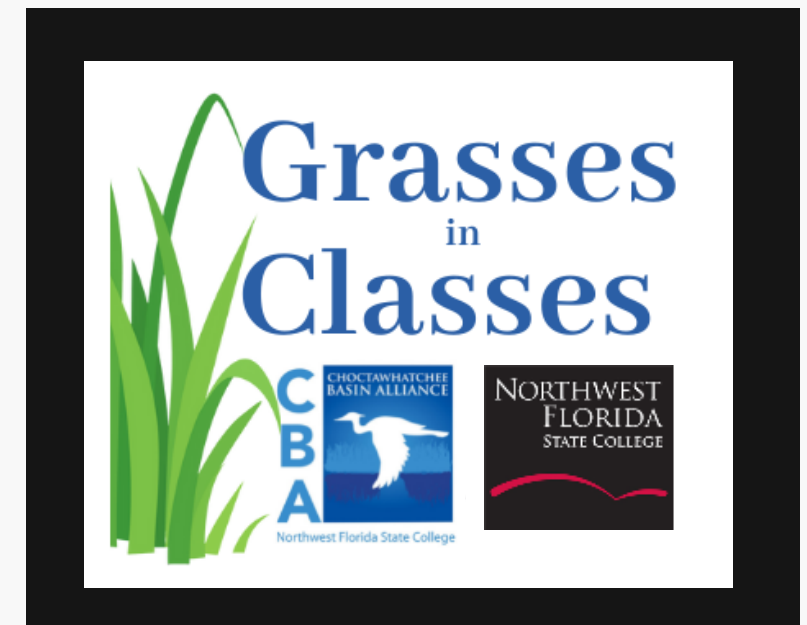


Public Education and Outreach

CBA provides education programs to school-age students, and the public, focused on place-based environmental science.

Destin Middle School

- 5th grade Destin students participated in Grasses in Classes (GIC)
 - Salt marsh grasses grown at school
- CBA Education staff teach stormwater and environmental education with **hands-on** lessons in schools
- End-of-year **field trip** with CBA staff and Volunteers at a Living Shoreline in May



Public Education and Outreach

CBA Partnered with Destin- Fort Walton Beach **Little Adventures** Summer Education and Outreach Program to provide students hands-on exploration at the beach.



CBA Presentations

CBA presents current research and focused information in monitoring, restoration, and research for community groups. Recent events include:

Destin Forward, Waterways Day September 14, 2023.
Captain Leonard Park, Destin, FL.

- Focus on CBA mission, green infrastructure, water quality impairments and improvement projects

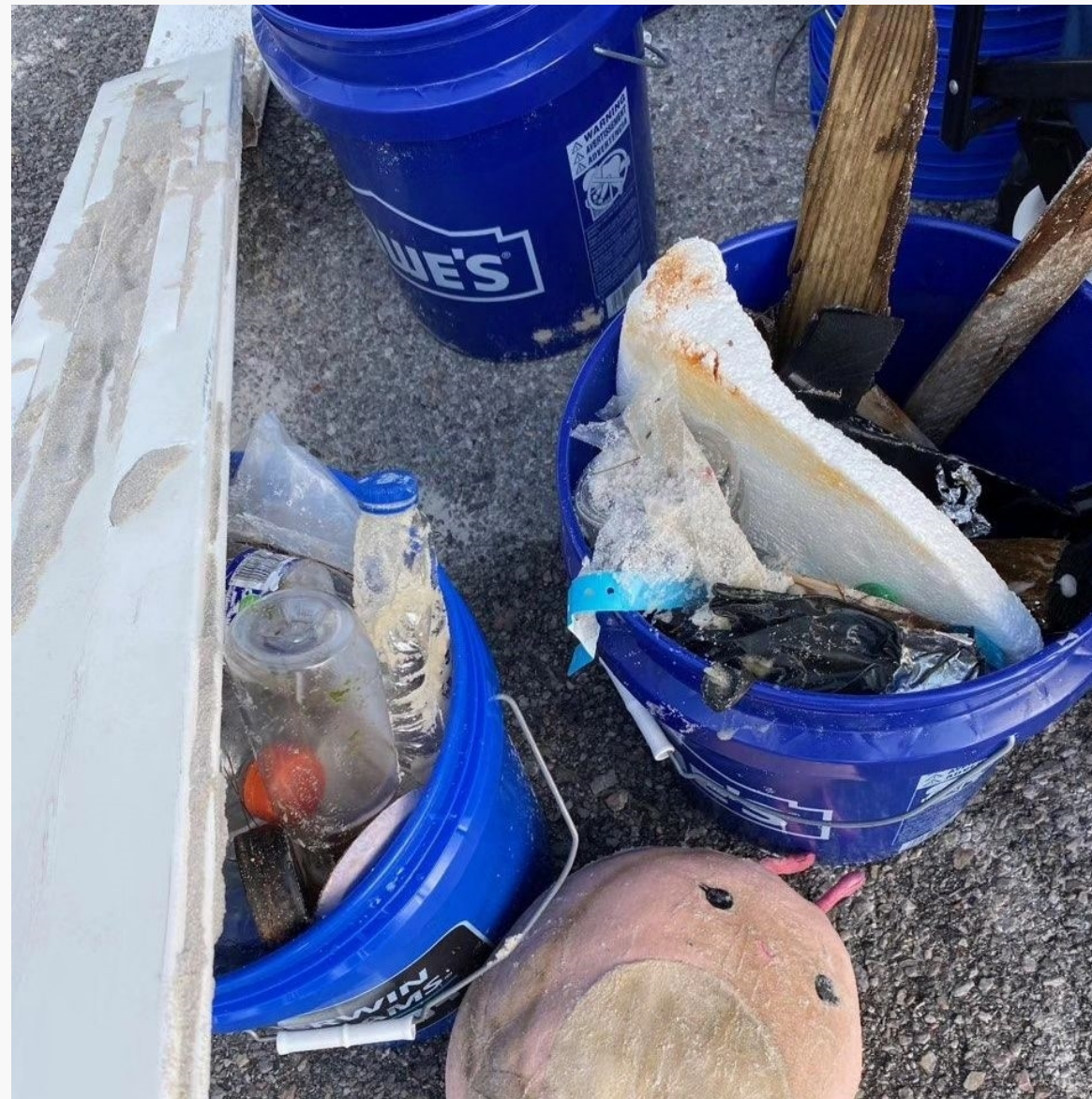
Panhandle Fly Fishers Club, September 11, 2023.
724 Legion Drive Destin, Florida

- Focus on CBA mission, recent water quality research, living shoreline projects, volunteer opportunities



Public Involvement/Participation

International Coastal Cleanup at Norriego Point – September 16th



Public Involvement/Participation

iNaturalist App- CBA Watershed Biodiversity



331 observations CC

Evans' Deer Moss
(*Cladonia evansii*)



326 observations ©

False Rosemary
(*Conradina canescens*)



318 observations CC

Saw Palmetto
(*Serenoa repens*)



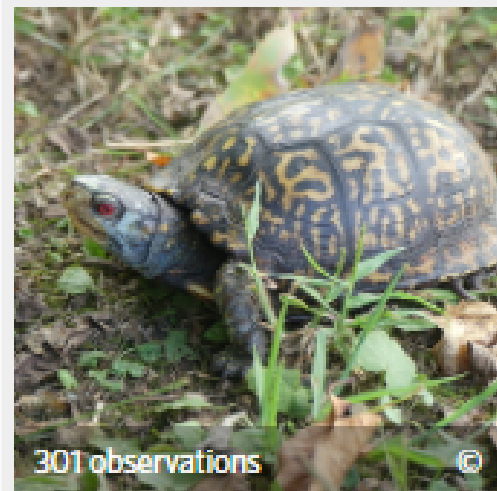
312 observations CC0

White Beggarticks
(*Bidens alba*)



307 observations CC

Squirrel Treefrog
(*Hyla squirella*)



301 observations ©

Common Box Turtle
(*Terrapene carolina*)



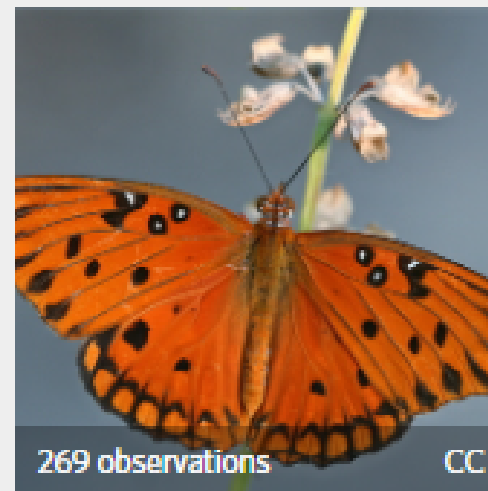
285 observations CC

Eastern Fence Lizard
(*Sceloporus undulatus*)



277 observations CC

Atlantic Ghost Crab
(*Ocypode quadrata*)



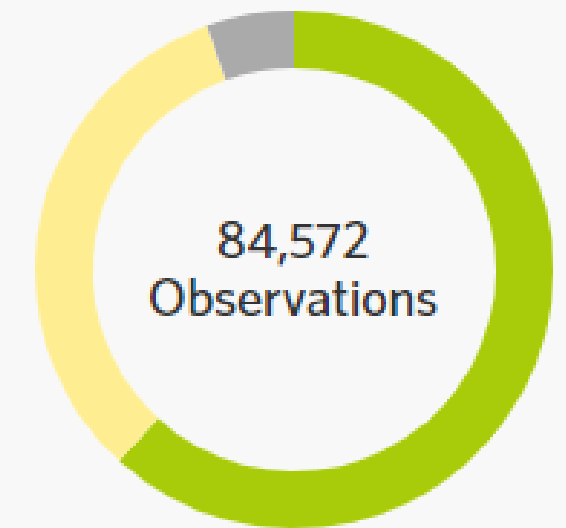
269 observations CC

Gulf Fritillary
(*Dione vanillae*)



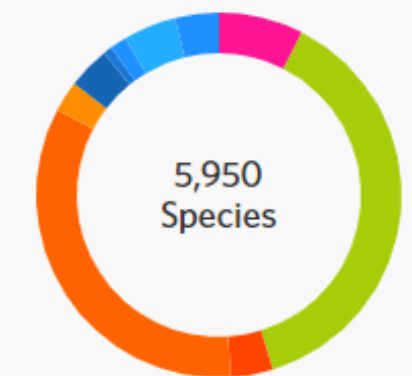
240 observations CC

Brown Pelican
(*Pelecanus occidentalis*)



84,572
Observations

- Research Grade
- Needs ID
- Casual



5,950
Species

- Unknown
- Protozoans
- Fungi
- Plants
- Chromista
- Mollusks
- Insects
- Arachnids
- Ray-Finned F...
- Amphibians
- Reptiles
- Birds
- Mammals
- Other Animals

Public Involvement/Participation

Volunteer Water Quality Monitoring

- Monthly sampling and data collection at **six** stations
- Monthly sampling in the Destin Harbor—an opportunity to train volunteers and engage community leaders and stakeholders, with the assistance of Luther's Pontoons
- One open position for a City of Destin volunteer (Joe's Bayou/Indian Bayou)



CBA Destin Water Quality Stations



CBA Destin Water Quality

In-the-Field

- Temperature
- Dissolved Oxygen (mg/L and % saturation)
- Specific Conductivity
- Salinity
- pH
- Turbidity
- Clarity (Secchi dish)



Samples for Lab Analysis

- Total Phosphorus
- Total Nitrogen
- Chlorophyll



CBA Destin Water Quality

Numeric Nutrient Criteria (Florida DEP standards)

Annual Geometric Mean (AGM)

Middle Bay

Phosphorus: 0.020 mg/L

Nitrogen: 0.36 mg/L

Chlorophyll: 3.1 µg/L

West Bay

Phosphorus: 0.049 mg/L

Nitrogen: 0.54 mg/L

Chlorophyll: 4.1 µg/L



Numeric Nutrient Criteria Development | Florida Department of Environmental Protection

Numeric Nutrient Standards for Florida WatersBackgroundFor many decades Florida has had a narrative nutrient water quality criterion in...

 floridadep.gov

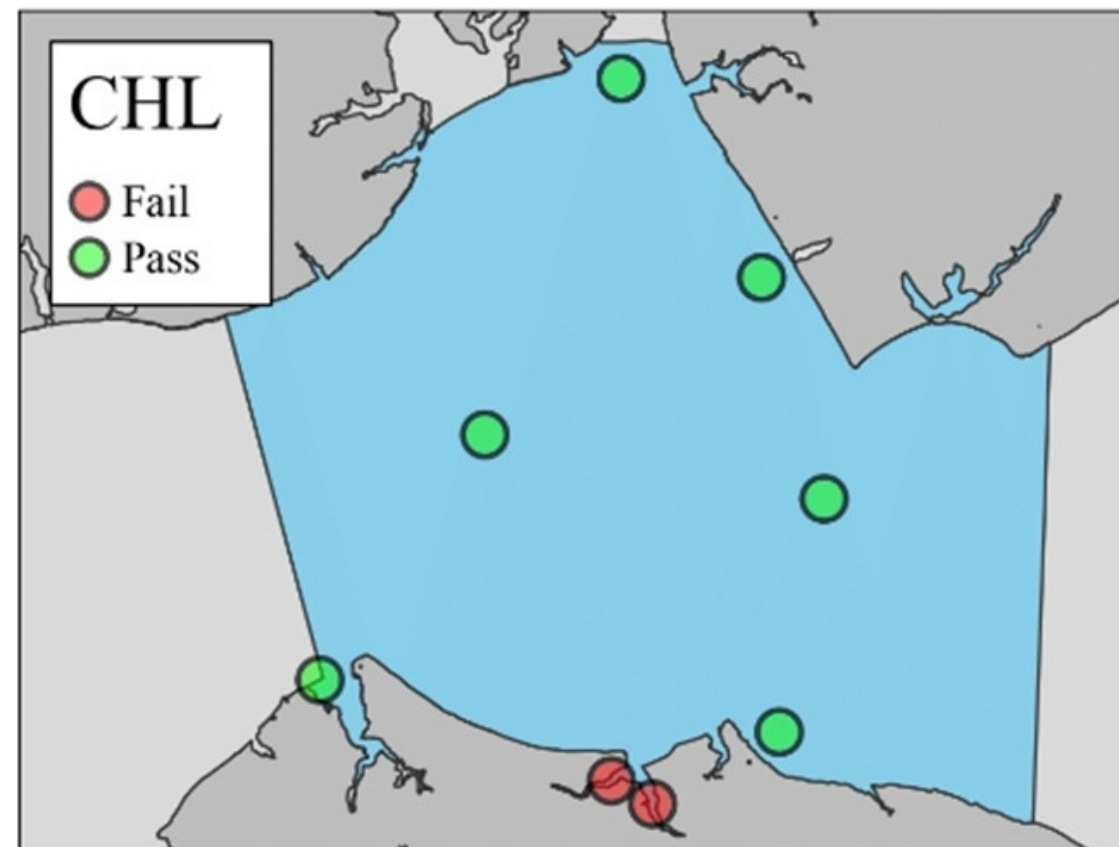
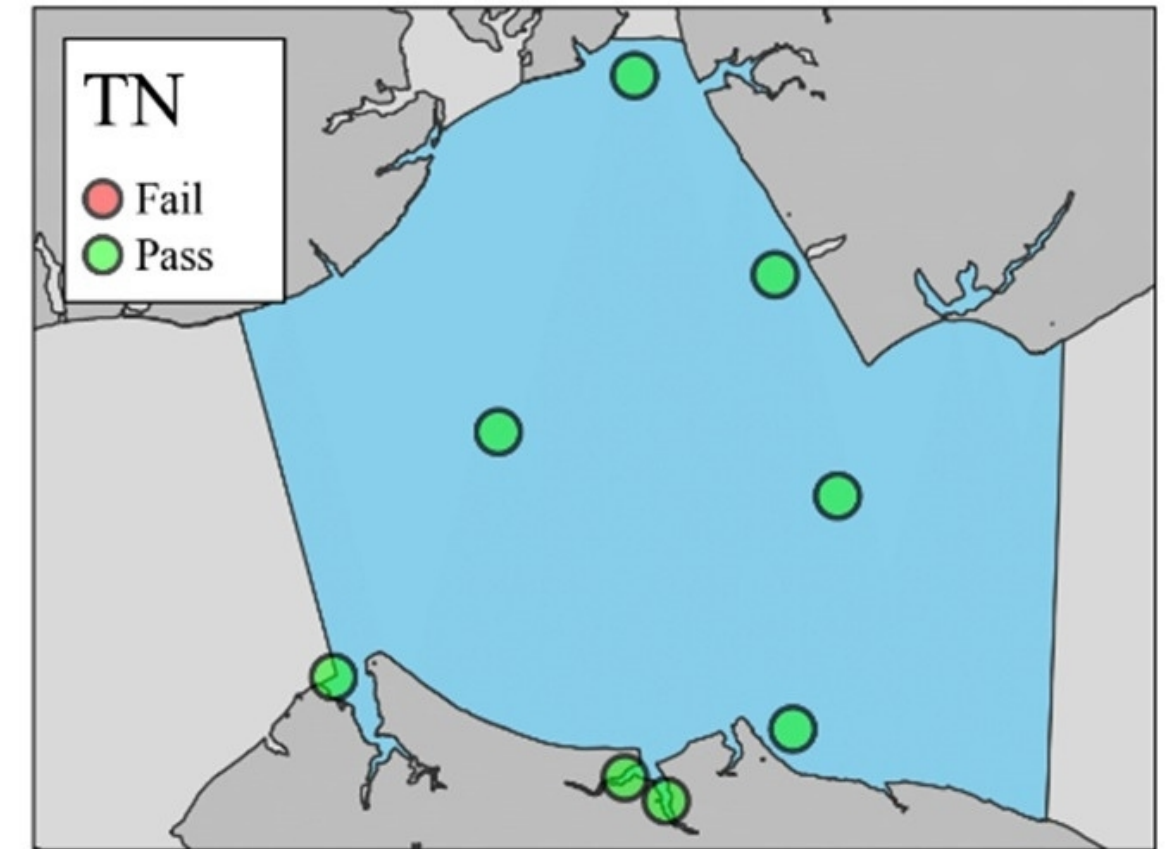
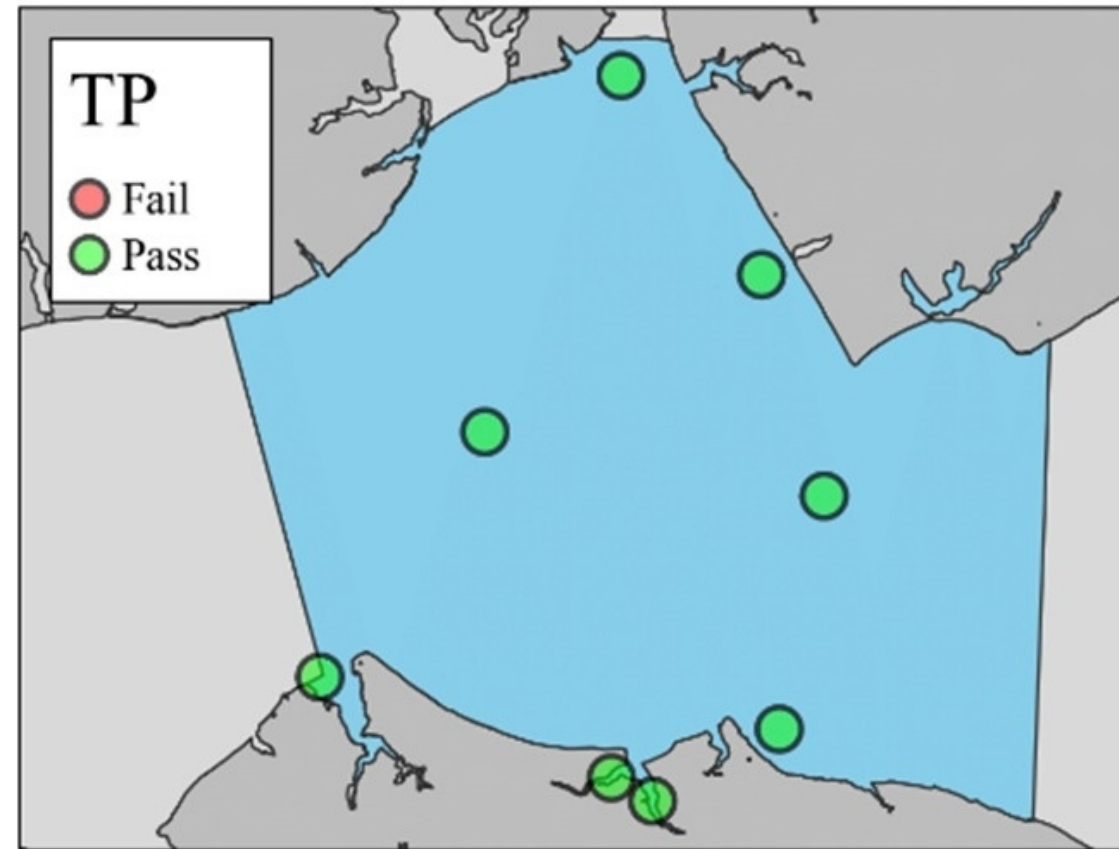
CBA Destin Water Quality

2022

Middle Bay Results

Stations Destin-2 and
Destin-3 fail for
Chlorophyll

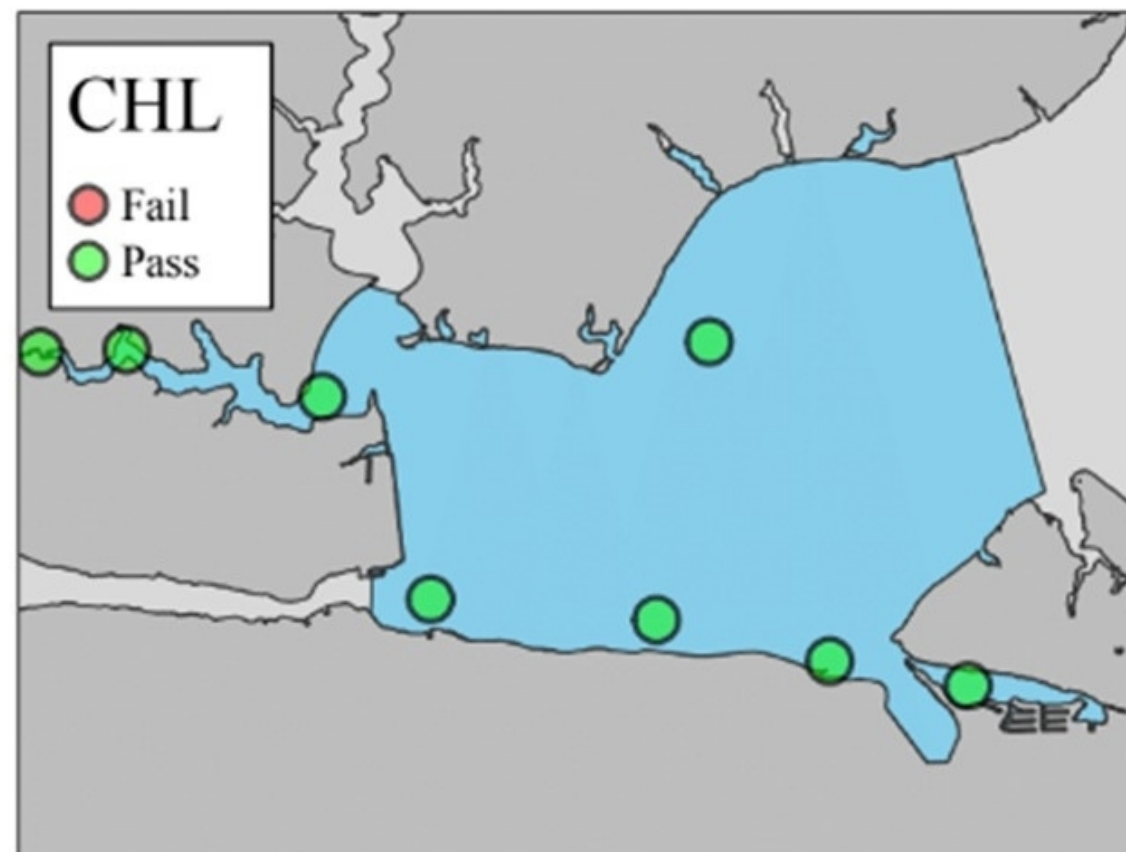
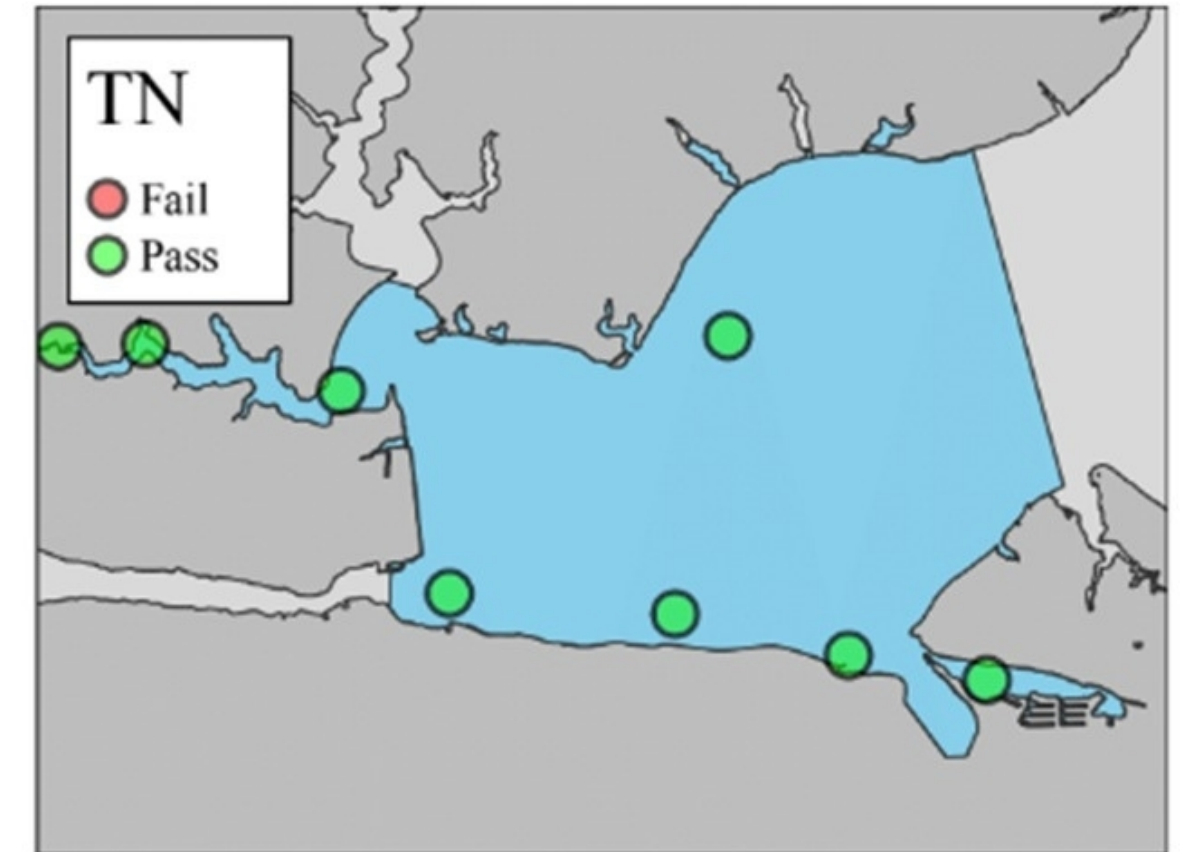
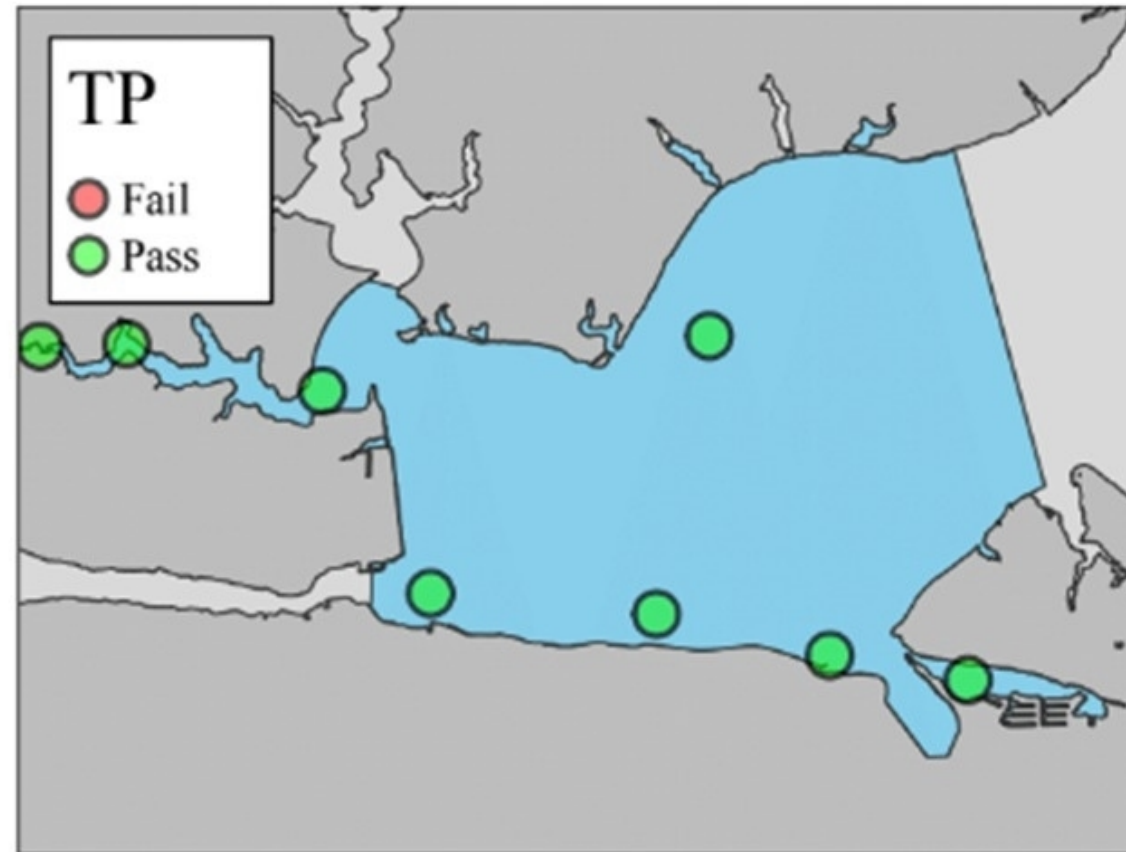
However, Chlorophyll
levels are decreasing
over the last 10 years



CBA Destin Water Quality

2022 West Bay Results

All stations pass for Total
Phosphorus, Total
Nitrogen, and
Chlorophyll



Pollution Prevention/Good Housekeeping



Monofilament Recycling

Approximately **1.36** cubic yards of monofilament fishing line recycled in Destin last period (Apr–Sep).

5 Destin Stations: Destin Harbor (4), Joe's Bayou Boat Ramp (1)

1 volunteer at Destin Harbor
Open position for a volunteer
at Joes Bayou



Dedicated to the Future of Fishing™



Pollution Prevention/Good Housekeeping

OYSTER Shell Recycling

4 Destin Restaurants: Back Porch,
Boathouse, Brotula's, and Johnny
O'Quigley's

130+ tons of oyster shell collected for
period (Apr–Sep)

One Shell staging site located in Fort
Walton Beach, helpful for Okaloosa
County restoration projects





Volunteer Opportunities

- Open position for a Destin Water Quality volunteer (Joe's Bayou/Indian Bayou)
- Open position for monofilament collection (Joe's Bayou)
- Grasses in Classes Preparation Volunteer Days: October 6th, 13th, 19th.





Questions?

Kayla Wingard
Monitoring Coordinator
Choctawhatchee Basin Alliance
wingardk@nwfsc.edu

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 2, 2023

TYPE OF AGENDA ITEM:

AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

THRU: Lisa Firth, Parks & Rec Director
Louis Zunguze, Community Development Director
Kimberly Kopp, City Attorney
Lance Johnson, City Manager

FROM: Krystal Strickland, Finance Director

DATE: September 27, 2023

SUBJECT: Resolution 23-21 Schedule of Fees

I. BACKGROUND: Attached is an updated Schedule of Fees with changes and updates discussed at the visioning session and previous council meetings. The current Schedule of Fees was adopted at the May 1, 2023 council meeting and took effect May 15, 2023. This version is in Resolution format for adoption at the October 2, 2023 regular council meeting to take effect November 1, 2023.

II. DISCUSSION: We have made the following changes to the fee schedule:

1. Updated charge codes, account numbers, and descriptions for Building Plan Reviews and Building Lien Searches (no fee change).

2. Increased fees charged for the Parks and Recreation, Morgan Sports Center, Community Center. Fees are increased to follow our cost recovery policy. Attached is our Cost Recovery Policy.

Parks

Fees for park rentals have increased to cover the additional trips for setup and cleanup time based upon our current hourly labor costs (wages plus benefits).

Morgan Sports Center and Community Center

Fees to participate in league activities, camps and instructional classes each have different fee calculation sheets. The cost recovery policy has different levels of cost recovery depending upon the program participants' age group. Programs for children and seniors have a lower cost recovery rate (lower fees) than programs for adults (higher fees). The

minimum base rate fee range for youth programs is now increased from \$2 to \$5. The minimum base fee for adult programs remains at \$5. The new maximum is \$200. The fee range for community center programs is from \$5 to \$100 for adults and youth. Programs for seniors will range from \$2 to \$100. Each fee for each program is calculated as per the cost recovery policy which includes staff labor hours and equipment required for the program.

3. Facility rentals were increased to align with the Cost Recovery Policy.

4. Special Event Permits (a one-time event on a City property that does not have a rental fee) were increased to align with the Cost Recovery Policy.

A. **Link to Strategic Goals / Objectives:** Goal #1 Financially sound city providing service excellence

B. **Effect on Budget (EOB):**

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

D. **Legislative Sponsor:**

III. **CONCLUSION:** Staff request adoption of this Resolution amending and restating the schedule of fees.

IV. **RECOMMENDED MOTION:** I move to adopt Resolution 23-21 Schedule of Fees.

Attachments:

1. Resolution 23-21 Schedule of Fees
wAttachment
2. Recreation Cost Recovery Policy
3. Schedule of Fees REDLINED 2023
0922

RESOLUTION 23-21

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR AUTHORITY; AMENDING THE SCHEDULE OF FEES FOR FISCAL YEAR 2024; RESERVING THE RIGHT TO FURTHER AMEND THE SCHEDULE OF FEES; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Charter, Section 3.13, stipulates that the City Council shall by ordinance adopt a budget on or before September 30th of each year; and

WHEREAS, the Government Finance Officers Association (GFOA) and National Advisory Council on State and Local Budgeting (NACSLB) provide established guidelines and standards for *Best Practices in Public Budgeting* and promote the adoption of an Account Guide establishing Schedule of Fees; and

WHEREAS, City Council has determined through previous adoptions that the City can benefit by establishing a comprehensive fee schedule;

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

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. Account Guide – Revenues. The City of Destin hereby amends and establishes the Schedule of Fees set forth in Attachment “A” and as adopted by City Council.

Section 3. Reservation of Right to Further Amend the Schedule of Fees. The City Council of the City of Destin hereby reserves the right to further amend the Schedule of Fees set forth in Attachment “A” and as adopted by City Council through future action and by Resolution.

Section 4. Repealer Clause. All sections or parts of sections of any City of Destin’s Ordinance or parts of Ordinances, and any City of Destin’s Resolutions or parts of Resolutions, and any City of Destin’s Policy or parts of Policy, which are in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any portion of this Resolution, including Attachment “A,” is determined by any Court to be invalid, the invalid portion shall be stricken and such striking shall not affect the validity of the remainder of the Resolution or Attachment “A.”

Section 5. Effective Date. This Resolution shall take effect upon approval by the City Council and signature by the Mayor.

ADOPTED THIS 2nd DAY OF OCTOBER 2023.

By:

Robert T. Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

ATTACHMENT A - Schedule of Fees

Section 1 Culture and Recreation: Library, Parks, Sports Complex, Community Center

Section 2 Building and Developers: Building Permits, Developer fees, Impact fees, Right-of-Way permits, Engineering, and Map fees

Section 3 Licenses and Permits: Business Tax Receipts (aka business licenses), Rental Registration (LTR/STR), Livery Permits, Vendor Permits, Marine Application Fees, Code Violations

Section 4 Miscellaneous: Parking Fees and Fines, Clerk's Office, Cemetery, Election Qualifying Fees

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Section 1 Culture and Recreation

Fees to utilize specific recreational facilities to continue the operations and improvements of the park area. Fees are established for reservations and permits of recreational and park facilities to provide a user fee for programs wherever applicable within the City and to establish procedures for the collection of such fees.

347100 LIBRARY SERVICE FEES

Fees collected for library membership and services

Responsible Department: Library

MEMBERSHIP FEES (RESOLUTION 01-27)

Okaloosa County Residents	No charge
In-network, non-resident*	\$40 per family per year
6-month out-of-network, non-resident	\$30 per person
12-month out-of-network, non-resident	\$60 per person

*In-network areas include the other 15 counties in the Panhandle Library Access Network (PLAN) <https://www.plan.lib.fl.us/about-us/>

SERVICE FEES

Lost items	Replacement cost
Sand in book/damaged cover	\$3 re-wrap fee
Local fax	\$1 per page
Long-distance fax	\$2 per page
Printing – black and white	\$0.15 per page
Printing – color	\$0.25 per page
Replacement video case	\$1.00
Replacement audiobook case	\$3.00

347200 PARK AND RECREATION FEES

Fees collected for any type of program open to the public that is not athletic.

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

SPECIAL EVENT PERMITS (ALL PARKS)

Ordinance 15-40 § (c-h) requires all groups of 20 or more wishing to hold events in City parks to obtain a permit from the City in advance of the event.

Groups less than 20	No fee required
Groups 21-49	\$100 fee per day
Groups 50-99	\$200 fee per day
Groups 100-499	\$500 fee per day
Groups 500+	\$1000 fee per day

DEWEY "BUCK" DESTIN PARK

Non-profit groups and resident family gatherings (per hour)

Building use, groups 1-25	\$30 + \$25 to \$100 Non-Refundable cleaning fee
Building use, groups 26-50	\$40 + \$50 to \$100 Non-Refundable cleaning fee
Instructional classes	\$2 to \$40 per participant per course up to 12 weeks

Private groups or organizations or non-resident gatherings (per hour)

Building use, groups 1-25	\$50 + \$25 to \$100 Non-Refundable cleaning fee, per event
Building use, groups 26-50	\$60 + \$50 to \$100 Non-Refundable cleaning fee, per event
Instructional classes	\$4 to \$80 per participant per course

CLEMENT TAYLOR PARK

Pavilion rental limited to groups of 100 or less

Alcoholic beverage permit	\$200 per day
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Non-profit groups and resident family gatherings (per four-hour increment)

Groups 1-25	\$40 + \$25 to \$100 Non-Refundable cleaning fee
Groups 26-100	\$50 + \$50 to \$200 Non-Refundable cleaning fee

Private groups or organizations or non-resident gatherings (per four-hour increment)

Groups 1-25	\$60 + \$25 to \$100 Non-Refundable cleaning fee
Groups 26-100	\$70 + \$50 to \$200 Non-Refundable cleaning fee

LEONARD DESTIN PARK

Pavilion rental limited to groups of 20 or less per 4 hour increment

Groups 1-20, Resident	\$50 + \$25 to \$100 Non-Refundable cleaning fee
Groups 1-20, Non-Resident	\$100 + \$25 to \$100 Non-Refundable cleaning fee

WEDDINGS

Shore at Crystal Beach (Beach Only, not pavilion)	\$500 per 2 hours + \$100 Non-Refundable cleaning fee
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347260 JOE'S BAYOU RECREATION FEES

Fees collected for boating activities.

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

Residential daily launch/recovery fee	\$25 per trailer
Commercial daily launch/recovery fee	\$25 per trailer
Resident/non-commercial annual launch/recovery fee	\$0 per household (1 pass)
	\$0 per senior household, 65+ (1 pass)
	\$50 per additional pass
Non-resident/non-commercial	\$205 per household per year
Destin based commercial launch	\$1,030 per year
Commercial launch, non-Destin	\$2,060 per year
Pump out fee, Destin resident	No charge
Pump out fee, non-resident	\$20 per usage

347265 HENDERSON BEACH STATE PARK FEES

Fees for the use of Henderson Beach State Park

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

Daily entrance pass	\$30 per household (1 per household)
	\$25 per senior household, 65+ (1 per household)

347550 MORGAN SPORTS CENTER CHILDREN'S PARKS

Monies collected for events held at the children's park.

Responsible Department: Parks & Recreation

PAVILION AREA

Non-profit groups and resident family gatherings (per four-hour increment)

Groups 1-25	\$40 + \$25 to \$100 Non-Refundable cleaning fee
Groups 26-100	\$60 + \$50 to \$200 Non-Refundable cleaning fee

Commercial, private groups or organizations or non-resident gatherings (per four-hour increment)

Groups 1-25	\$60 +\$25 to \$100 Non-Refundable cleaning fee
Groups 26-100	\$100 +\$50 to \$200 Non-Refundable cleaning fee

347220 MORGAN SPORTS CENTER/DESTIN SPORTS COMPLEX (DESTIN ELEMENTARY SCHOOL)/DALTON THREADGILL

Fees collected for a variety of sporting activities such as football, soccer, cheerleading, softball.

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

Group activities and special events outside the athletic fields

Single-day event	\$50 to \$2,000
Alcoholic beverages permit	\$150 per vendor/per day
Vendor fee	Up to \$50 per vendor/per day, no hookups
Gate/admission fee	15% of gross paid to the city

City Programs – RESIDENT (league activities, camps, instructional classes)

City – adult programs	\$15 to \$200
City – youth programs	\$5 to \$200
Senior programs	\$2 to \$100
Open Gym Daily User fee	\$0

City Programs – NONRESIDENT (league activities, camps, instructional classes)

City – adult programs	\$30 to \$200
City – youth programs	\$20 to \$150
Daily user fee	\$5 to \$40

Section 1: Culture and Recreation

EXPERT INSTRUCTORS (Services the City cannot offer)

RECREATIONAL/INSTRUCTIONAL CLASSES – CONTRACTUAL LEADERSHIP

FEES RECEIVED FROM INDIVIDUALS PARTICIPATING IN CITY SPONSORED PROGRAMS, ACTIVITIES or CLASSES THAT ARE FACILITATED BY NON-CITY EMPLOYEES WITH EXPERTISE IN THAT PARTICULAR AREA. (E.G. AEROBICS, FLY-FISHING, DANCE...) PERCENTAGE BASED ON SKILL LEVEL OF THE INSTRUCTOR, ASSISTANCE REQUIRED FROM CITY STAFF AND FACILITY/EQUIPMENT/SUPPLIES MAY BE FURNISHED BY THE CITY. THIS STRUCTURING WILL ALLOW THE DEPARTMENT TO EXPAND PROFESSIONALLY LEAD PROGRAMMING FOR YOUTH, TEENS, ADULTS AND SENIORS WHILE GENERATING ADDITIONAL REVENUES FOR THE CITY. THE INCREASE IN REVENUES WILL BE DEPENDENT ON THE NUMBER OF PROGRAMS OFFERED AND THE PERCENTAGE AGREED UPON. THIS IS A WIDELY USED MODEL IN PARKS & RECREATION AGENCIES NATIONWIDE THAT TAPS INTO COMMUNITY RESOURCES THAT COULD OTHERWISE NOT BE AFFORDABLE TO THE AGENCY.

Options	Percentage of fees retained by the city	Percentage of fees retained by the facilitator
Split 1 – City provides material	60%	40%
Split 2 – Instructor only	50%	50%
Split 3 – Instructor provides material	40%	60%
Split 4 – School Fundraiser	20%	80%

SPORTS FIELD FEES Administrative charges

Personnel cost for hours other than normal hours of operations	\$30 per hour per employee
League/activity sponsorship	\$30 - \$1,000

FIELD RENTALS (Non-profit/Resident)

Field rental 1-25 users	\$25 per field per hour w/o lights
Field rental 1-25 users	\$45 per field per hour with lights
Additional field prep /set up 1-25 users	\$20 to \$50 per field per occurrence
Field rental 26+ users	\$45 per field per hour w/o lights
Field rental 26+ users	\$65 per field per hour with lights
Sports equipment usage	\$25 to \$40
Non-refundable deposit/cleaning fee	\$25 to \$500 per field per day
Batting Cage Electricity	\$10 per hour

FIELD RENTALS (Commercial/ Non-Resident)

Field rental 1-25 users	\$40 per field per hour w/o lights
Field rental 1-25 users	\$60 per field per hour with lights
Additional field prep /set up 1-25 users	\$20 to \$50 per field per occurrence
Field rental 26+ users	\$75 per field per hour w/o lights
Field rental 26+ users	\$95 per field per hour with lights
Sorts equipment usage	\$25 to \$40
Non-refundable deposit/cleaning fee	\$25 to \$500 per field per day
Batting Cage Electricity	\$15 per hour

FIELD RENTALS (TOURNAMENT FUNCTIONS)—UP TO 12 HOURS Non-profit/Resident

First (one) field	\$100 per day without lights
Each additional field	\$80
Each additional hour	\$20
Lights	\$20 per hour per field
Additional field preparation	\$25 to \$100 per field, per occurrence
Gate fee	15%
Center utilization fee (parking lot, track, etc.)	Up to \$550
Sports equipment usage Fee (EG., temporary mounds, goals, fence)	Up to \$50 per item per day
Vendor permit fee	\$30 per vendor per day
Non-refundable deposit/cleaning fee	\$25 to \$500 per field per day

FIELD RENTALS (TOURNAMENT FUNCTIONS)—UP TO 12 HOURS Commercial/Non-Resident

First (one) field	\$170 per day without lights
Each additional field	\$110
Lights	\$20 per hour per field
Additional field preparation	\$20 - \$50 per field per occurrence
Gate fee	15%
Center utilization fee (parking lot, track, etc.)	Up to \$1,550
Sports equipment usage fee (e.g.: temporary mounds, goals,fence)	Up to \$50 per item per day
Vendor permit fee	\$50 per vendor per day
Non-refundable deposit/cleaning fee	\$25 - \$500 per field per day

347520 COMMUNITY CENTER

The City shall levy fees for the rental of the Community Center facilities for activities including, but not limited to arts and crafts, league/team activities, adult sports, theatre productions, concerts, and specialty activities (card games, board games, etc.) for both commercial and noncommercial use. The amount of the rental fee will be assessed as per facility required and/or participation.

Code Reference: City Resolution 01-05

Responsible Department: Recreation Department/Community Center

Administrative charges

Personnel cost for hours other than normal hours of operation or holidays	\$30 per hour per employee
League/activity sponsorship	\$30 - \$1,000

Commercial/Non-Resident/instructional classes

Entire facility	\$250 per hour, min 4 hours
Meeting room	\$30 per hour
Each additional room	\$20 per hour
Kitchen, with gym or room rental only	\$50 per hour, min 4 hours
Gymnasium	\$80 + 15% gate charge
Non-refundable deposit/cleaning fee	\$25 - \$500 per day

Section 1: Culture and Recreation

Vendor fee	\$50
Equipment usage fee	\$30

Non-profit/Resident/non-profit play

Entire facility	\$80 per hour, min 4 hours
Meeting room	\$20 per hour
Each additional room	\$15 per hour
Kitchen, with gym or room rental only	\$30 per hour, min 4 hours
Gymnasium	\$30 + 15% gate charge
Non-refundable deposit/cleaning fee	\$25 - \$500 per day
Equipment usage fee	\$30

347540 COMMUNITY CENTER PROGRAMS

Monies received for camps, programs that are sponsored by the Community Center.

Responsible Department: Recreation Department/Community Center

City Programs – RESIDENT (league activities, camps, instructional classes)

City – adult activities	\$5 - \$100
City – youth activities	\$5 - \$100
Senior programs	\$2 - \$100
Daily user fee	\$0

City Programs – NONRESIDENT (league activities, camps, instructional classes)

City – adult activities	\$10 - \$200
City – youth activities	\$10 - \$150.00
Daily user fee	\$5 - \$40
Senior programs	\$3 - \$40

RECREATIONAL/INSTRUCTIONAL CLASSES – CONTRACTUAL LEADERSHIP

FEES RECEIVED FROM INDIVIDUALS PARTICIPATING IN CITY SPONSORED PROGRAMS, ACTIVITIES OR CLASSES THAT ARE FACILITATED BY NON-CITY EMPLOYEES WITH EXPERTISE IN THAT PARTICULAR AREA. (EG. AEROBICS, FLY-FISHING, DANCE...) PERCENTAGE BASED ON SKILL LEVEL OF THE INSTRUCTOR, ASSISTANCE REQUIRED FROM CITY STAFF AND FACILITY/EQUIPMENT/SUPPLIES MAY BE FURNISHED BY THE CITY. THIS STRUCTURING WILL ALLOW THE DEPARTMENT TO EXPAND PROFESSIONALLY LEAD PROGRAMMING FOR YOUTH, TEENS, ADULTS AND SENIORS WHILE GENERATING ADDITIONAL REVENUES FOR THE CITY. THE INCREASE IN REVENUES WILL BE DEPENDENT ON THE NUMBER OF PROGRAMS OFFERED AND THE PERCENTAGE AGREED UPON. THIS IS A WIDELY USED MODEL IN PARKS & RECREATION AGENCIES NATIONWIDE THAT TAPS INTO COMMUNITY RESOURCES THAT COULD OTHERWISE NOT BE AFFORDABLE TO THE AGENCY.

Options	Percentage of fees retained by the city	Percentage of fees retained by the facilitator
Split 1 – City provides material	60%	40%
Split 2 – Instructor only	50%	50%
Split 3 – Instructor provides material	40%	60%
Split 4 – School Fundraiser	20%	80%

Section 2 Building and Developers: Construction Permits, Developer Fees, Impact Fees, Right-of-Way permits, Engineering, Marine Application Fees, Map Fees

The governing bodies of local governments may provide a schedule of fees, as authorized by statutes for the enforcement of the provisions of its building code. Such fees shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. All permit, processing, and plan review fees are non-refundable unless extenuating circumstances are submitted, in writing, and approved by the Building Official. All required fees shall be paid prior to the issuance of any permit and at the commencement of any construction.

NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Section 125.56, F.S. Chapter 166.222; FS Section 468.631, 553.721, 553.80, 553.79

Responsible Department: Community Development

329506 (EBD04) CONTRACTOR REGISTRATION FEE

Code Reference: Chapter 13 Art. IV, Sec. 13-75, Code of Ordinances

Responsible Department: Community Development/Building Division

An administrative fee will be charged on all contractors not licensed under FS 489 engaging in business in the City of Destin for which a permit is required. The administrative fee is for verification of state, county, and local licenses, as required by city ordinance and certificate of insurance from a Florida Licensed Insurance Company for General Liability 61G4-15.003(2)(c), and Worker's Compensation as required by FS 440.103, 440.41, 440.42, and 489.144.

Specialty Contractors- The City will charge one annual administrative fee for all contractors engaging in the practice of contracting in the City of Destin whose scope of work is identified in a specialty contractor's category.

Contractor annual administrative fee	\$57.20
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329501 (EBD05) BUILDING DIVISION LIEN REVIEWS

Code Reference: Chapter 533.79 Florida Statutes

Responsible Department: Community Development/Building Division

Lien reviews are most commonly related to building permits for homes. As such lien request (aka property status letter) fees are recorded in the Building Department. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Property Status Letter (Lien Requests)	\$35
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354200 (EBD06)_Building Code Violations – Unsafe Code Fines and Fees

Code Reference: City of Destin Ordinance 366 and Chapter 489 Florida Statutes

Responsible Department: Community Development/Building Division

Fines and fees will be charged for noncompliance with the Florida Building Code to include the following items will be charged \$100 for first citation, \$300 for second citation, and a third citation will result in a summons to appear before the Construction Regulation Board:

- Failure to obtain a permit before commencing work
- Failure to post a notice of commencement
- Failure to obtain required inspections
- Failure to maintain proof of current workers compensation or public liability insurance
- Failure to inform the City of change of name style, address, or that licensee has ceased qualifying as a business
- Making a material misrepresentation on a permit application

Failure to correct building code violations will be charged \$500 for the first citation. The second citation will result in a Summons to Appear before the Construction Regulation Board.

329505 (EBD07) BUILDING DIVISION PLAN REVIEWS

Code Reference: Chapter 553.80 Florida Statutes

Responsible Department: Community Development/Building Division

The following review fees are applicable to all building construction permits.

Plan Review Fee: All projects are subject to a review fee, which equals the greater of (50%) of the permit fee or actual cost, incurred by the City to include one resubmittal.

1. Projects greater than or equal to four stories and assembly occupancy over 5,000 square feet and or large projects/developments determined by the Building Official shall be submitted to the International Code Council (ICC), Birmingham office, for formal plan review. The applicant shall pay the fee to ICC at the time plans are submitted.
2. The City may require, at the Building Official's discretion, a review of the single-family dwelling plans by a structural engineer. In this case, the applicant shall be required to pay the cost of this review.
3. Public Swimming Pool and Applicable Water Features Review Fee:
 - a. Review Fee New Pool – Greater than 25,000 gallons \$495 to be paid upon submittal.
 - b. Review Fee New Pool – 25,000 gallons or less \$330 to be paid upon submittal.
 - c. Renovations and Modifications
 - I. Level I- No Review fee required.
 - II. Level II- Renovations and Modifications Review \$55 to be paid upon submittal.
 - III. Level III- Renovations and Modifications Review \$220 to be paid upon submittal.

Section 2: Building Permits and Developer Fees

4. FEMA Flood Zone Review: ALL projects within these zones are subject to a review fee for Floodplain Review of \$55.
5. All projects are subject to a review fee for Engineering/Erosion Control fee of \$55 to be paid upon submittal. (341920)
6. Wetlands Protection: ALL projects in or adjacent to environmentally sensitive areas (wetlands & open water bodies) are subject to a review fee of \$55. (341920)
7. Any additional resubmittal for review shall be assessed an additional review fee of \$27.50 or 27.50% of the permit fee whichever is greater per division review.

322000 (EBD01) BUILDING CONSTRUCTION PERMIT FEES

Code Reference: Chapter 533.80 Florida Statutes

Responsible Department: Community Development/Building Division

1. Permit Processing Fee: An administrative processing of \$55 is applied to all permits.
2. Penalty Fee: Any work which commences prior to securing the appropriate permit or permits shall be charged a rate double the permit fee, which shall be collected by the Building Division. (Note: in accordance with Ordinance 336, the Building Official may issue a citation to the contractor.)
3. Re-Permit Fee:
 - a. Active permits: The fee for re-permitting any active permit will be 50% of the original building permit fee, no plan review fee, a \$55 processing fee, plus applicable state fees.
 - b. Inactive permits: The fee for re-permitting any inactive permit will be regular fees, no plan review fee, a \$55 processing fee, plus applicable state fees.
4. In accordance with Florida Statute, a Florida Building Code (FBC) Surcharge (208620) (EBD02) is collected on all Building Permits of 1% or a \$2 minimum. In addition, a Building Code Administrators, and Inspectors Fund (BCAIB) Surcharge (208630) (EBD03) is also collected on all Building Permits issued in the amount of 1.5% or a \$2 minimum. Both of these surcharges are remitted to the Florida Department of Professional Regulation.
5. All New (Heated and Cooled) Buildings or Structure Additions (includes Manufactured Buildings).
 - a. Building Division Permit Fee: A permit for any new building or structure, or for any addition to an existing building or structure, or portion thereof is based on square footage of gross floor area multiplied by \$0.17 per square foot.
 - b. Planning Division (329502) Permit Fee: Residential (Single Family – Attached/Detached or Duplex) is \$0.06 per square foot of gross floor area. This fee includes the initial Certificate of Occupancy as-built site inspection.
 - c. Engineering Division (341920) Permit Fee: Residential (Single Family –Attached/Detached or Duplex) is \$0.08 per square foot gross floor area.

Section 2: Building Permits and Developer Fees

- d. Planning Division (329502) Permit Fee: Multiple Family and Commercial Structures. If applicable, the fee is \$132. This fee includes the Certificate of Occupancy or Certificate of Completion and as-built site inspection.
 - e. Engineering Division (341920) Permit Fee: Multiple Family and Commercial Structures: If applicable, the fee is \$330. This fee includes initial Erosion Control inspection and the Certificate of Occupancy or Certificate of Completion and as-built site inspection.
 6. Other Structure Fee:
 - a. Building Division Fee: For all other structures to include non-heated and cooled buildings, renovations, interior buildouts, sheds, decks, fences, etc. the permit fee is \$6.60 per \$1,000 (or fraction thereof) of estimated cost, up to \$20,000 plus \$5 per \$1,000 (or fraction thereof) of the estimated cost in excess of \$20,000 up to \$100,000 plus \$4 per \$1,000 (or fraction thereof) of estimated cost in excess of \$100,000 (or fraction thereof).
 - b. Planning Division (329502) permit fee: Residential (Single Family Attached/Detached or Duplex): If applicable, the fee is \$66.00. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - c. Engineering Division (341920) Permit Fee: Residential (Single Family Attached/Detached or Duplex): If applicable, the fee is: \$66. The fee includes Certificate of Occupancy/Completion and as-built site inspection.
 - d. Planning Division (329502) permit fee: Multiple Family and Commercial Structures: If applicable, the fee is \$132. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - e. Engineering Division (341920) Permit Fee: Multiple Family and Commercial Structures: If applicable, the fee is: \$165. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 7. Commercial Signs.
 - a. The Building Division Permit fee for all permanent signs is based on the total area of each sign (two-sided signs on the same structure are considered as one sign). The following fees per sign are as follows:

Up to 20 square feet	\$44
Over 20 square feet	\$55
Self-illuminated commercial sign, additional fee	\$22
 - b. The Planning Division Permit fee (329502) for signs are established:
 - i. If the sign will be mounted to an approved, existing structure, the permit fee is \$44.
 - ii. If the sign will be mounted to a new structure, the permit-processing fee is \$88.
 - c. Engineering Division (341920) Permit fee for ground signs only: \$44.
 8. Mobile/Manufactured Homes.
 - a. The Building Division Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs, is \$33.
 - b. The Planning Division (329502) Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$66. This fee includes the initial Certificate of Occupancy/Completion as-built site inspection.
 - c. The Engineering Division (341920) Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$55. This fee includes the initial Certificate/Completion as-built site inspection.
 9. In Ground Swimming Pools and applicable water features (which includes all pool and water feature equipment, except electrical).

Section 2: Building Permits and Developer Fees

- a. Building Permit Fee:
 - i. The fee for new residential swimming pools and applicable water features (excluding electrical fee) is \$66.
 - ii. The fee for new public swimming pools and applicable water features is \$165.
 - iii. The fee for renovations/repair/modifications: to existing public swimming pools and applicable water features based on the level of modification as set forth in the Public Pool Modification Matrix Table is:
 1. Level I- \$55
 2. Level II- \$110
 3. Level III- \$165
 - b. Planning Division (329502) Permit Fee: The fee for new swimming pools, applicable water features and level III alteration/renovations is \$105.60.
 - c. The Engineering Division (341920) Permit fee for new residential swimming pools, applicable water features and level III alteration/renovations is \$82.50.
10. Antennas - Dish and tower, roof and ground installations.
- a. Domestic (Residential R3) installation: A permit is required only for those towers that are of such height that they cannot be contained on an owner's property if they fall. The permit fee is \$33.
 - b. Commercial (Non-Residential) installations: The fee is \$6.60 per \$1,000 (or fraction thereof) of the estimated cost up to \$20,000, plus \$5.50 per \$1,000 (or fraction thereof) of the estimated cost in excess of \$20,000 up to \$100,000, plus \$4.40 per \$1,000 (or fraction thereof) of the estimated cost in excess of \$100,000 (or fraction thereof).
11. Moving Buildings or Structures (excluding mobile homes): The fee to move any non-portable building or structure from one location to another location is \$99.
12. Demolition of Buildings or Structures:
- a. Building Division Permit Fee: For the demolition of any building or structure, the fee is \$92.40. In addition to the demolition permit, you must submit a notice of asbestos removal form to the asbestos Coordinator for Northwest Florida District of Florida Department Environmental Protection (FDEP). (Note: The present address is 160 Government Center, Pensacola, Florida 31501). No Plan Review Fee or State fee.
 - b. Planning Division (329502) Permit Fee: The demolition permit fee is \$66.
 - c. Engineering Division (341920) Permit Fee: For the demolition of any building or structure, the fee is \$27.50. This fee includes initial Erosion Control inspection and the Certificate of Completion and site inspection.
13. Docks, Boathouses, Bulkheads and Seawalls:
- a. Building Division Permit Fee: The fee for construction of docks, boathouses, bulkheads or seawalls is \$13 per \$1,000 (or fraction thereof) of estimated cost up to \$10,000, plus \$6.60 per \$1,000 (or fraction thereof) of the estimated cost in excess of \$10,000.
 - b. Planning Division (329502) Permit Fee: The permit fee is \$33.
14. Land clearing:
- a. Planning Division (329502) Permit Fee: The fee for all land clearing permits is \$66.
 - b. Engineering Permit (341920) Fee: The fee for land clearing in lots 1 acre or less in size is \$82.50. The fee for land clearing in lots over 1 acre in size is \$165. Fee is based on lot size, not the land clearing/area of disturbance.

Section 2: Building Permits and Developer Fees

15. Protected Tree removal:

- a. Planning Division (329502) Permit Fee: The fee for removing any protected or preserved tree shall be \$66.

16. Portable Buildings:

- a. Planning Division (329502) Permit Fee: \$88
- b. Engineering Division (341920) Permit Fee: \$55 (Floodplain)

17. Mobile Vending:

- a. Planning Division (329502) Permit Fee: \$27.50 per location

18. Temporary Tents

- a. Building Division Permit Fee: \$27.50
- b. Planning Division (329502) Permit Fee: \$27.50

19. Solar Energy Systems Permit Fees: Signed Sealed Drawings required. The permit fee is \$13.20 per \$1,000 (or fraction thereof) of estimated cost, up to \$10,000 plus \$6.60 per \$1,000 (or fraction thereof) in excess of \$10,000.

20. Electrical Permit Fees:

a. Electrical Service:

Temporary service to 100 amperes	\$33
Early service power – first service	\$44
Early service power – each additional service NOTE: Required prior to final inspection and no occupancy shall occur prior to issuance of a Certificate of Occupancy, by the Building Official. If the premises are occupied prior to the issuance of a Certificate of Occupancy, or a Certificate of Completion, the power company may be notified to disconnect the power and the permit will be subject to action by the Code Enforcement Board.	\$13.20
Permanent service up to 100 amperes	\$49.50
Permanent service 101 to 200 amperes	\$66
Permanent service 201 to 400 amperes	\$82.50
Permanent service 401 to 600 amperes	\$99
Permanent service 601 to 800 amperes	\$132
Permanent service over 801 amperes	\$132 plus \$0.05 per ampere over 800 amperes
Circuits	\$2.75 each
Low voltage systems i.e., tv, phone, sound, alarm (Exclude wireless security systems for 1 & 2 family)	\$6.60 per system
Electrical repair wiring or renovations	\$13.20 per \$1,000 of estimated cost up to \$10,000 plus \$6.60 per \$1000 in excess of \$10,000 and \$3.30 for each circuit added or altered
Meter/service change outs (to include gang meters)	\$36.30 per meter
Functional check	\$55

- b. Swimming Pools and applicable water features: The permit fee, which includes all pool and applicable water feature equipment grounding, and underwater lights, is \$44.

Section 2: Building Permits and Developer Fees

21. Mechanical Permit Fees:

a. Heat and Air Conditioning Unit (including heat pump) New or Change outs:

Up to five tons, per system fee	\$66
Over five tons	\$66 plus \$3.50 per ton over 5 tons

- b. Refrigeration system is \$26.40 each.
- c. Commercial kitchen Hood system is \$26.40 each.
- d. Incinerator or Boiler is \$26.40 each.
- e. Mechanical repair is \$13.20 per \$1,000 (or fraction thereof) of estimated cost, up to \$10,000 plus \$6.6 per \$1,000 (or fraction thereof in excess of \$10,000).

22. Plumbing Permit Fees:

- a. Each fixture, roughed-in and/or final inspection is \$5.5 per plumbing fixture.
- b. Each individual tap for sewer, septic, grease trap/interceptor, back-flow protector, roof drain and water connection is \$13.20.
- c. Plumbing repair/re-piping or renovations is \$13.20 per \$1,000 (or fraction thereof) of estimated cost, up to \$10,000 plus \$6 per \$1,000 (or fraction thereof in excess of \$10,000).

23. Gas Installation Permit Fees:

- a. Each fixture is \$5.5.
- b. Gas piping (Natural or LP) to a unit or building is \$26.40 per connection, to include installation of generators to existing homes/structures.
- c. Gas repair/re-piping or renovations is \$13.20 per \$1,000 (or fraction thereof) of estimated cost, up to \$10,000 plus \$6.60 per \$1,000 (or fraction thereof in excess of \$10,000).

24. Fire Sprinkler/Suppression Systems Permit Fees:

- a. Commercial kitchen hood suppression:
 - i. \$66 up to 4 nozzles heads
 - ii. \$11 per additional nozzle head thereafter
- b. Fire Sprinkler system:
 - i. The fee is \$0.88 per sprinkler head/nozzle for new construction.
 - ii. The fee is \$11 per water line feeding above systems.
 - iii. The fee is \$11 per standpipe.
 - iv. The fee is \$13.20 for repair or modification per \$1,000 (or fraction thereof) of estimated cost, up to \$10,000 plus \$6.60 per \$1,000 (or fraction thereof) in excess of \$10,000.

25. Utility Site/Infrastructure Permit Fees:

- a. Systems up to 20 devices (manholes, catch basin, storm drains) is \$220
- b. Systems with over 20 devices is \$385.
- c. Planning Division (329502) fee is \$132.
- d. Engineering Division (341920) Fee: \$165

26. Parking Lot Resurface, Restripe and Overlay Permit Fees:

- a. Building Division fee is \$110
- b. Planning Division (329502) fee is \$132
- c. Engineering Division (341920) Fee: \$82.50

Section 2: Building Permits and Developer Fees

27. Code Compliance Inspection Permit Fee: For anyone who request to have an inspection for general life safety or building code compliance which are outside of performing construction activity, the fee is \$55.

28. Re-inspection Fees: (All subsequent re-inspections shall be doubled the previous fee)

Building Division	Building Inspections	Initial re-inspection	38.50
Planning Division	Certificate of Occupancy -Site Insp	Single Family or Duplex	110.00
		Minor Development Orders	506.00
		Major Development Orders	676.50
Engineering Division	Certificate of Occupancy - Site Insp	Single Family or Duplex	110.00
		Minor Development Orders	165.00
		Major Development Orders	330.00
Eng. & Planning Div.	Certificate of Completion - Site Insp		55.00
Engineering Division	General Site	All Developments	55.00

29. Stop By/Walk Through Inspection Request Fee: The fee will be \$55.

329503 Right-of-Way Fees

The Land Development Code provides that City Council will establish and collect fees for issuing Right of Way Construction Permits for work in the City's rights of way. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: LDC 8.01.00 & Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Department: Community Development Department – Engineering Division

Utility right-of-way permit	\$286
Right-of-way administration fee – Residential single/duplex	\$44 per row
Right-of-way administration fee – Commercial or multi-family	\$137.50 per row
Construction right-of-way – Nonresidential	\$12.10 per 100 linear feet PLUS: \$85.80 per road bore \$286 per road cut \$85.80 landscaping/irrigation
Commercial right-of-way – Nonresidential individual simple owner fee for hold harmless & maintenance agreement	\$55
Commercial right-of-way – Nonresidential other ownership (corporate or trust) fee for hold harmless & maintenance agreement	\$93.50
Residential (single or 2-family lot)	\$12.10 per 100 linear feet PLUS: \$23.10 per bore \$286 per road cut \$23.10 landscaping/irrigation
Residential (single or 2-family lot) Individual simple owner fee for hold harmless & maintenance agreement	\$55
Residential (single or 2-family lot) other ownership (corporate or trust) fee for hold harmless & maintenance agreement	\$93.50
Right-of-way inspections – Commercial satisfactory completion	
Initial inspection	No charge
First site re-inspection	\$88
Each subsequent re-inspection	\$143
Right-of-way inspections – Residential satisfactory completion	
Initial inspection	No charge
First site re-inspection	\$71.50
Each subsequent re-inspection	\$93.50
Right-of-way – vacation/easement	\$2,750

01300-329502 LAND DEVELOPMENT REVIEW FEES (aka ZONING REVIEW FEES)

The Land Development Regulations provide that the City Council of the City of Destin, Florida will establish land development review, permit and other fees. Fees are set to cover the cost of the work associated with review, permitting, inspection and other activities associated with land development. The City may require, at its discretion, the review and advise of an expert consulting professional on any development application. Applicants will be responsible to reimburse the City for these outside costs plus a 10% Administrative Fee. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Land Development Code 18.01.00

Responsible Department: Community Development

DEVELOPMENT ORDER RELATED APPLICATIONS:

The following development order related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or the issuance of the Final Development Order (DO).

TYPE OF APPLICATION	APPLICATION FEE
<i>Pre-Application Review - Residential</i>	\$50
<i>Pre-Application Review - Non residential</i>	\$150
Developer's Agreement	\$4,500
Major Developments	\$5,500
Minor Developments	\$3,500
Major Deviations to a Major Development	\$4,500
Minor Deviations to a Major Development	\$2,500
Major Deviation to a Minor Development	\$4,500
Minor Deviation to a Minor Development	\$2,500
Simple Deviation	\$1,000
Planned Unit Development (PUD) (in addition to fee for subdivision, major development or minor development)	\$4,000
Landscaping Plan Review (if not submitted as part of a DO Application)	\$750
Outdoor lighting plan review (if not submitted as part of a DO Application)	\$750
Development Order Exemption	\$500

DEVELOPMENT ORDER CONSTRUCTION PERFORMANCE BONDS

Some development orders will require construction performance bonds. After City Engineering staff complete an inspection of the construction site against the development order and find the developer has satisfactorily met the requirements of the development order, the City will issue a bond release letter after payment of:

DESCRIPTION	FEE
341920 Engineering Fee (for Bond Inspection)	\$80
341300 Administrative Service Fee	\$250
341300 Bond Handling Fee	10% of Bond

Section 2: Building Permits and Developer Fees

Code Reference: Land Development Code 2.20.00 C3

Responsible Department: Community Development

SUBDIVISION RELATED APPLICATIONS:

The following subdivision related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or final approval.

TYPE OF APPLICATION	APPLICATION FEE
Major Subdivisions	\$4,500
Minor Subdivisions	\$2,000
Replat of Subdivision/Lot Reconfiguration	\$1,500
Lot Split	\$1,000
Deed of Gift	\$1,000
If easements follow the plat, replat, or lot reconfiguration and are executed by a separate document	\$500 per easement

ORDINANCE AMENDMENT RELATED APPLICATIONS:

An applicant applying for any one of the following ordinance amendment related applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost at actual cost plus a 10% Administrative Fee.

TYPE OF APPLICATION	APPLICATION FEE
Comprehensive Plan Text Amendment	\$2,000
Comp Plan Future Land Use Map (FLUM) Amendment	\$2,000
Land Development Code (LDC) Text Amendment	\$2,000
LDC Rezoning Map Amendment	\$2,000
Code of Ordinance Text Amendment	\$2,000

BOARD OF ADJUSTMENT RELATED APPLICATIONS:

An applicant applying for any one of the following Board of Adjustment applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

TYPE OF APPLICATION	APPLICATION FEE
Administrative Decision Appeal	\$1,000
Variance	\$1,000
Exception (Marina Siting Only)	\$1,000

TABLING AND/OR REHEARING:

The following fees are established for an applicant initiating tabling and/or re-hearing of an application at City Council, Local Planning Agency (LPA), Board of Adjustment (BOA), or Technical Review Team (TRT). The applicant is responsible for paying to the City administrative expenses, cost recovery for the use of outside consultant by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

Section 2: Building Permits and Developer Fees

TYPE OF HEARING	FEE
City Council	\$500
Local Planning Agency (LPA)	\$500
Board of Adjustments	\$500
Technical Review Team	\$500

MISCELLANEOUS APPLICATIONS, FEES, & LETTERS:

TYPE OF APPLICATION, FEE, OR LETTER	FEE (Per Application or Letter)
Alcohol Licenses	\$100
Zoning Compliance Letter	\$100
FDEP Review Letter	\$100
Re-Addressing for Convenience	\$500
White Sands Compliance Inspection	\$100
Each re-inspection due to failure of a previous inspection	\$150
Dog Friendly Dining	\$500
Conditional Use	\$1,500
Home Solicitation Sales	\$55
Change of Use Application Fee - Commercial	\$500
Change of Use Application Fee - Short Term Rental	\$2000
Parking Agreement Review	\$500
White Sands Review	\$100
Street Name Change	\$500
<i>Special Beach Event Permit - Residential</i>	<i>\$250</i>
<i>Special Beach Event Permit - Commercial</i>	<i>\$500</i>
<i>Outside Consulting Fee</i>	<i>10% of invoice or \$200 whichever is less</i>

324xxx IMPACT FEES

Fees charged to developers at the time of development for construction of facilities to serve the development site. Impact fees are based on the Impact fee study performed in 2007.

Code Reference: Land Development Code

Responsible Department: Community Development Department

324110 IMPACT FEES - PUBLIC SAFETY- RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$9
Residential, 500—749 sq. ft.	Dwelling	\$11
Residential, 750—999 sq. ft.	Dwelling	\$13
Residential, 1,000—1,499 sq. ft.	Dwelling	\$16
Residential, 1,500—1,999 sq. ft.	Dwelling	\$19

Section 2: Building Permits and Developer Fees

Residential, 2,000—2,999 sq. ft.	Dwelling	\$23
Residential, 3,000—3,999 sq. ft.	Dwelling	\$27
Residential, 4,000 sq. ft or more	Dwelling	\$31
Mobile home/RV park	Pad	\$21
Hotel/Motel	Room	\$11

324120 IMPACT FEES - PUBLIC SAFETY – COMMERCIAL

Land Use Type	Unit	Fee
Retail/commercial	1,000 sq. ft.	\$31
Office	1,000 sq. ft.	\$18
Industrial	1,000 sq. ft.	\$11
Warehouse	1,000 sq. ft.	\$11
Church/Synagogue	1,000 sq. ft.	\$11
School/college	1,000 sq. ft.	\$11
Hospital	1,000 sq. ft.	\$11
Nursing home	1,000 sq. ft.	\$11
Other institutional	1,000 sq. ft.	\$11

324210 IMPACT FEES - PHYSICAL ENVIRONMENT – RESIDENTIAL

The Net Positive Environmental Benefit Impact Fee is 25% of the cost of construction for all marinas, docks, piers or other similar development within the Destin harbor and canals adjacent to the Destin Harbor.

324220 IMPACT FEES - PHYSICAL ENVIRONMENT - COMMERCIAL

The Net Positive Environmental Benefit Impact Fee is 25% of the cost of construction for all marinas, docks, piers or other similar development within the Destin harbor and canals adjacent to the Destin Harbor.

3243X0 IMPACT FEES – TRANSPORTATION

These Fees help the city address development impacts on transportation to include traffic, roads, sidewalks, streetlights, and parking.

324310 IMPACT FEES - TRANSPORTATION - RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$583
Residential, 500—749 sq. ft.	Dwelling	\$724
Residential, 750—999 sq. ft.	Dwelling	\$855
Residential, 1,000—1,499 sq. ft.	Dwelling	\$1,016
Residential, 1,500—1,999 sq. ft.	Dwelling	\$1,198
Residential, 2,000—2,999 sq. ft.	Dwelling	\$1,425
Residential, 3,000—3,999 sq. ft.	Dwelling	\$1,677
Residential, 4,000 sq. ft or more	Dwelling	\$1,896
Mobile home/RV park	Pad	\$780
Hotel/Motel	Room	\$981

324320 IMPACT FEES - TRANSPORTATION - COMMERCIAL

Land Use Type	Unit	Fee
Retail/shopping center	1,000 sq. ft.	\$1,752
Discount Superstore	1,000 sq. ft.	\$2,242
Bank, Walk-in	1,000 sq. ft.	\$2,043
Bank, Drive-in	1,000 sq. ft.	\$3,205
Supermarket	1,000 sq. ft.	\$3,298
Convenience market	1,000 sq. ft.	\$4,216
Golf Course	Acre	\$548
Marina	Berth	\$321
Racquet/Health Club	1,000 sq. ft.	\$3,584
Restaurant, Fast Food	1,000 sq. ft.	\$4,638
Restaurant, High Turnover	1,000 sq. ft.	\$4,464
Restaurant, Sit-Down	1,000 sq. ft.	\$3,244
Service Station	Fuel Position	\$1,030
Office, General	1,000 sq. ft.	\$1,404
Hospital	1,000 sq. ft.	\$2,262
Nursing Home	1,000 sq. ft.	\$786
Church/Synagogue	1,000 sq. ft.	\$883
School/College	1,000 sq. ft.	\$354
Day Care Center	1,000 sq. ft.	\$2,048
Other Institutional	1,000 sq. ft.	\$1,404
General Light Industrial	1,000 sq. ft.	\$888
Warehouse/Storage	1,000 sq. ft.	\$632
Mini-warehouse	1,000 sq. ft.	\$319

324610 IMPACT FEES - LIBRARY - RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$62
Residential, 500—749 sq. ft.	Dwelling	\$78
Residential, 750—999 sq. ft.	Dwelling	\$93
Residential, 1,000—1,499 sq. ft.	Dwelling	\$112
Residential, 1,500—1,999 sq. ft.	Dwelling	\$133
Residential, 2,000—2,999 sq. ft.	Dwelling	\$160
Residential, 3,000—3,999 sq. ft.	Dwelling	\$190
Residential, 4,000 sq. ft or more	Dwelling	\$217
Mobile home/RV park	Pad	\$149
Hotel/Motel	Room	\$0

324620 IMPACT FEES - LIBRARY - COMMERCIAL

No Library Impact Fees are assessed for Commercial Development

324611 IMPACT FEES – RESIDENTIAL – PARKS

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$186
Residential, 500—749 sq. ft.	Dwelling	\$235
Residential, 750—999 sq. ft.	Dwelling	\$279
Residential, 1,000—1,499 sq. ft.	Dwelling	\$335
Residential, 1,500—1,999 sq. ft.	Dwelling	\$399
Residential, 2,000—2,999 sq. ft.	Dwelling	\$479
Residential, 3,000—3,999 sq. ft.	Dwelling	\$570
Residential, 4,000 sq. ft or more	Dwelling	\$649
Mobile home/RV park	Pad	\$447
Hotel/Motel	Room	\$243

324621 IMPACT FEES – COMMERCIAL – PARKS

No Parks Impact Fees are assessed for Commercial Development

341920 ENGINEERING FEES

The Land Development Code provides that City Council will establish and collect certain fees for engineering services.

Code Reference: Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Department: Community Development Department/Engineering Division

Development Order Review Fees:

<i>TYPE OF APPLICATION:</i>	<i>E&S Review Fee</i>	<i>Engineering Review Fee</i>	<i>Floodplain Review Fee</i>	<i>Re-Review Fee</i>
MAJOR DEVELOPMENT or DEVIATION	\$200	\$200	\$25	\$100
MINOR DEVELOPMENT or DEVIATION	\$100	\$100	\$25	\$50
SIMPLE DEVIATION	\$100	\$100	\$25	\$50

341940 MARINE APPLICATION FEES

The collection of residential and commercial application fees is for review by the Harbor Board and Staff. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: 11.05 Code of Ordinance

Responsible Department: Community Development/Planning Division

	Fee (Per Application or Letter)
RESIDENTIAL	\$250
COMMERCIAL	\$1000

Net Positive environment Benefit (NPEB) is 25% of the cost of construction for all work performed in the Destin Harbor.

341911 MAPS & PUBLICATIONS

Monies collected for providing copies, to include but not limited to, maps, plats and documents.

Responsible Department: Public Services/City Manager's Office (GIS)

Standard data fees: \$3.10 / standard CD
 \$13.40 / standard aerial DVD
 \$13 / Aerial DVD

- Standard CD types are base vectors and aerial rasters. (Land use vectors available in future.)
- Base vector CD includes roads, water, 7.5-minute quads, quarter-quads, fire stations, city government buildings, libraries, parks, police stations, schools, flood zones, category storm surge, county border, city limits, zoning, future land use, community redevelopment agencies/areas, building footprints, digital elevations & aerial index.
- For parcels, contact Okaloosa County at 850-651-7958.
- In the future, free copies of standard CDs will be given quarterly to public library.
- Standard DVD types are base vectors and aerial rasters.
- Base vector DVD includes same layers as a Standard CD in un-zipped format.
- Aerial Raster DVD has same capacity as (3) CD's.

Standard Map Fees per page		
Size	Sparse Shading	Dense Shading
8.5 x 11 A	\$2.60	\$5.15
8.5 x 14	\$2.60	\$5.15
11 x 17 B	\$5.15	\$10.30
13 x 19	\$5.15	\$10.30
17 x 24 C	\$10.30	\$15.45
24 x 36 D	\$15.45	\$25.75
34 x 44 E	\$25.75	\$36.05

The above fees are based on map type, ink shading, and printing time, and color-copy fees at local company for small densely shaded maps. A map with over 25% of page shaded with solid ink is considered densely shaded. Custom requests are considered case by case with additional costs. Cost agreement may be in writing. Fulfilled only if costs are agreed upon, time is permitting, and media is practical. Includes but is not limited to:

- Any creation of new data.
- Any modification to existing data and maps.
- Any non-standard media (other than inkjet paper and CD's).
- Any non-standard format such as AutoCAD.dxf

Custom fees: \$22.65 / hour staff rate (calculated in 15-min increments, no charge for first 15 min), plus media.
 \$3.10 / 650mb CD media, \$13.40 DVD media.

Section 3 Licenses and Permits: Business Tax Receipts (aka business licenses), Rental Registration (LTR/STR), Livery Permits, Vendor Permits, Marine Application Fees, Code Violations

316000 Local Business Taxes (aka Business Tax Receipts aka BTRs)

Fees levied by the City on all businesses, trades, and professions operating with the City or transacting business in interstate commerce where such tax is not prohibited by Sec. 8, Article 1 of the United States Constitution.

Local Business Tax Receipts are invoiced in July and due on October 1 each year. They expire September 30 the succeeding year. A Business Tax Receipt may be transferred to a new owner upon payment of a transfer fee and presentation of evidence of the sale and the original BTR. Receipt holders must comply with all applicable codes of the City and County, including building, fire, and health codes and zoning laws. Fees renewed after ~~October 14~~ September 30 are subject to up to 25% in penalties.

Code Reference: F.S. Chapter 166.201, 205.042, 205.043, 205.053, Sec. 13-40 Code of Ordinances

Responsible Department: Community Development/Building Division

1. Charter boats: All charter boat or fare-carrying boat businesses shall pay a per boat base fee plus a per passenger fee based upon Coast Guard certified passenger capacity.

Charter boats, per boat base	\$100 per boat
Charter boats, per passenger fee	\$1.25 per passenger

2. Coin-operated machines: All businesses or activities utilizing coin-operated machines, except pay telephones, shall pay a BTR 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.

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, skeet ball, juke boxes, etc. Laundry machines include washers, hot air dryers and dry-cleaning machines.

Amusement machines, per machine	
1 to 10 vending machines	\$62.50
11 to 25 vending machines	\$125.00
26 or more vending machines	\$187.50
1 to 25 coin-operated washing machines and dryers	\$62.50
26 to 50 coin-operated washing machines and dryers	\$125.00
51 or more coin-operated washing machines and dryers	\$187.50

Section 3: Business Licenses and Permits

3. Commercial fishing: Net boats, long line and all other commercial non-charter fishing businesses which sell seafood for profit, either retail or wholesale, shall pay a fee based upon the greatest number of vessels.

First boat	\$100.00
Each additional boat	\$50.00

4. Contractors and subcontractors: The classifications below are as defined in Florida Statutes Section 489.105.

General contractor	\$187.50
Building contractor	\$200.00
Residential, sheet metal, roofing, electrical, class A air conditioning, mechanical, plumbing, and commercial swimming pool contractors and subcontractors	\$150.00
Class B air conditioning and residential swimming pool contractors and subcontractors	\$100.00
Class C air conditioning and swimming pool service contractors or subcontractors	\$100.00
Handymen and similar craftsmen	\$50.00
All other contractors and subcontractors not listed herein	\$100.00

5. Food and beverage establishments:

Restaurants, cafes, snack bars, dining rooms, lounges, taverns, nightclubs and the like, whether operating in conjunction with some other line of business or not, base minimum plus per seat	\$100.00 min \$1.25 per seat
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 beverages	\$100.00

6. Gasoline stations (including marinas). The annual BT 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/vessels	\$62.50
5 to 10 vehicles/vessels	\$125.00
11 to 15 vehicles/vessels	\$187.50
16 or more vehicles/vessels	\$250.00

7. Insurance:

Each insurance company writing any class of insurance upon any person or property residing or located within the city	\$100.00
Insurance agent or firm doing such business as agent or other representative of insurance company or companies, for each place of business	\$200.00

Section 3: Business Licenses and Permits

Each traveling or itinerant insurance agent or solicitor, soliciting business within the city	\$200.00
Insurance solicitors employed by, or representing, insurance agents who have an annual license as provided by this section	\$100.00

8. Leisure rentals: Businesses renting boats, yachts, jet skis, beach equipment, sailboats, motorcycles, mopeds, bicycles, or other similar equipment shall pay a BT 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 BT receipt. The business owner or manager shall be responsible for making copies of the issued receipt, with a copy of said license to be distributed to each location site.

1 to 10 units	\$62.50
11 to 20 units	\$125.00
21 to 30 units	\$187.50
31 or more units	\$100.00

9. 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	\$65.50	\$62.50
4 to 10	\$125.00	\$62.50
11 to 20	\$187.50	\$93.75
21 to 40	\$250.00	\$125.00
41 to 60	\$312.50	\$156.25
61 or more	\$375.00	\$187.50

10. 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 receipt rather than one (1) receipt 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 application, and 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 BTR and shall post the issued BTR in a conspicuous place in the office in which the professional conducts business activities.

Class 1: Accountants/certified public accountants, architects, attorneys, chiropractors, dentists, engineers, medical doctors, opticians, optometrists, psychiatrists, psychologists, surveyors, and veterinarians	\$225.00
Class 2: Real estate brokers and stockbrokers	\$200.00
Class 3: Real estate agents, barbers, beauticians, cosmetologists, electrologists, and others not referenced in class 1, class 2, or in the insurance category (item 7 above)	\$50.00

Section 3: Business Licenses and Permits

11. 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 BTR. The business owner or manager shall post the issued BTR in a conspicuous place in the office which manages the rental units.

1 to 4 units	\$31.25
5 to 10 units	\$62.50
11 to 50 units	\$125.00
51 to 100 units	\$250.00
101 to 200 units	\$375.00
201 to 500 units	\$500.00
501 or more units	\$625.00
Mini-warehouse storage facilities	\$300.00

12. 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 BTR stating the greatest number of individuals employed during any twenty-four-hour period during the preceding business tax year. The City Manager or his designee shall be supplied proof of the number of employees upon demand.

1 to 5 employees	\$62.50
6 to 20 employees	\$125.00
21 to 50 employees	\$187.50
50 or more employees	\$250.00

13. Taxicabs, limousines, buses, private ambulances, courtesy cars, delivery cars, etc.: The annual BTR fee shall be a per-unit charge.

Taxicabs, per unit	\$62.50
Limousines, per unit	\$125.00
Buses: up to 40 passengers, per unit	\$187.50
Buses: 41 or more passengers, per unit	\$250.00
Courtesy/delivery cars, private ambulances, per unit	\$62.50

Section 3: Business Licenses and Permits

14. Theaters: Annual BTR fees will be based upon seating capacity.

1 to 30 seats	\$62.50
31 to 100 seats	\$125.00
101 to 300 seats	\$187.50
301 to 500 seats	\$250.00
501 to 750 seats	\$312.50
751 or more seats	\$375.00

15. Miscellaneous.

Any business activity not listed	\$300.00
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OTHER PERMITS AND LICENSES

329500 Rental Registration

The collection of administrative fees for the processing of applications for long- and short-term rental according to the following schedule: NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Chapter 13, Code of Ordinance Article 6 and Article 7

Responsible Department: Code Compliance Department

Long-term Rentals:

The registration is valid May 1st to May 1st.

Rental Unit	\$50
Multiple rental units (i.e., apartment complex) located on one single parcel with onsite property management	\$50 Single Registration fee Via the onsite property management
Multiple rental units not located on one single parcel and no available onsite property management	\$50 Per Unit
Late Fee (after June 1 st)	\$50 After July 1st

Short-term Rentals:

Rental unit is a single-family dwelling unit as defined in Chapter 13, Code of Ordinance. The total fee may include an administrative (paper application) fee of \$25, a reapplication fee of \$25, in addition to the rental registration fee based upon building total area square footage (as per Okaloosa Property Appraiser Building File data) as follows:

Up to 2499 square feet (TOTAL SQUARE FOOTAGE)	\$500
2500-4999 square feet	\$600
5000+ square feet	\$700

Section 3: Business Licenses and Permits

Additional short-term rental fees that may apply:

Administrative Fee (Paper Application)	\$25
Late Fee after March 31 st	\$100
Late Fee after June 1 st	\$500

329400 Livery Vessel Permitting

The Land Development Code provides that City Council will establish and collect fees for the issuance of Livery Vessel Permits. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Ordinance 17-02-CC

Responsible Department: Code Compliance Development

Livery Vessel Permit Fee	\$100 Per Vessel
Late Fee, per vessel After March 1 st of every calendar year	\$25

329504 Beach Management Vendor Permits

The Land Development Code provides that City Council will establish and collect fees for the issuance of Beach Vendor Permits. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: LDC 11.08.03

Responsible Department: Code Compliance Department

Wheeled Vehicle Permit, per vehicle	\$50
Beach Vendor Permit, per location	\$150
Late Fee, per location	\$25

329508 Sexually Oriented Business License

Ordinance 09-06-LC provides that City Council will establish and collect fees for the issuance of annual licenses for purposes of ensuring compliance with certain regulations. All licenses shall expire on September 30th of each year unless otherwise suspended or revoked. Applications for renewal shall be made at least 20 days before the expiration of the license. The fines for operating a sexually oriented business without business and employee licenses may be \$250 to \$500 and/or jail for a period not to exceed sixty days for each violation day.

Code Reference: Ordinance 09-06-LC

Responsible Department: Code Compliance Department

Initial Application Fee, per business	\$250
Annual Renewal Fee, per business	\$100
Initial Application Fee, per employee	\$50
Each Additional License, per employee	\$20
Annual Renewal Fee, per employee	\$50
Annual Renewal of each additional license per employee	\$10

354100 Code Violation Fines

These are fines assessed by the Code Board for non-compliance of violations. In the case of a first violation, the code enforcement board may order the violator to pay a fine not to exceed two hundred fifty dollars (\$250.00) for each day the violation continues past the date set by the board's order for compliance.

In cases where the code enforcement board has found that a repeat violation has been committed, the board may order the violator to pay a fine not to exceed five hundred dollars (\$500.00) for each day the repeat violation continues beginning with the date the repeat violation is found to have occurred by the code inspector.

Code Reference: Chapter 14 of the Code Ordinances, Section 14-81.

Responsible Department: Code Compliance Department

Special Magistrate

The Code of Ordinances provides that City Council will establish and collect fees for the prosecution of cases heard before the Special Magistrate.

Administrative Fee: \$500.00

Code Reference: Code of Ordinance Section 14-81

Responsible Department: Code Compliance Department

Section 4 Miscellaneous: Parking Fees and Fines, Clerk's Office, Cemetery, Election Qualifying Fees, NSF returned check fee

344500 PARKING FACILITIES USER FEES

Harbor District: North of highway 98, the Marler, Community Center, and Zerbe parking lot fees are \$20 for up to 24 hours.

Beach Zones: Parking in the beach zones south of Highway 98 is \$15.00 for four (5) hours.

No parking is allowed between 11pm and 3am in the parking lots nor in the Beach Zones.

Code Reference: Resolutions 19-05

Responsible Department: Code Compliance Department

354300 PARKING FINES

Payments collected from parking fines related to parking issues throughout the City limits.

Parking Lot Fines in following areas: Marler, Zerbe, Community Center, Beach paid parking zones \$100

Other parking infractions \$100

Responsible Department: Code Compliance Department

351000 TRAFFIC FINES

A police officer may issue a ticket for any moving violation as set forth in the provision of the Code of Ordinances.

Code Reference: Florida Statutes 34.191; 142.03; 316.660; 318.21

Responsible Department: Community Development

341930 ELECTION QUALIFYING FEES

Elections for candidates running for office in accordance with the City's charter, Section 5.03 Qualifications.

"Candidates for the offices of City Council member and Mayor shall qualify for such office by the filing of a written notice of candidacy with the designated city official, by the payment of any applicable qualifying fee at such time and in such manner as may be prescribed by ordinance." For the March 2004 election was \$25 per candidate.

Code Reference: City Charter Section 5.03

Responsible Department: City Clerk's Office

364200 CEMETERY LOT SALES.

The City Code provides for City ownership and operation of cemeteries. The City has separate fees for both residents and non-residents.

Code Reference: Resolution 23-05

Responsible Department: City Clerk's Office

	RESIDENTS	
BURIAL LOT, EACH	1,350	
DISINTERMENT FEE	\$257	
MAUSOLEUM NICHE	\$618	
SEA MEMORIAL ENGRAVING	\$200 per visit	
WEEKEND/HOLIDAY GRAVE MARKING	\$77	

341900 PUBLIC RECORDS DUPLICATION

Note: The City of Destin will expect/exclude all governmental agencies from photocopying and/or duplicating charges. This policy applies to federal, state, county, or municipal governments, their agencies, and divisions. All other exceptions are at the discretion of the City Manager.

COPIES, CERTIFIED COPY	\$1 PER PAGE + PHOTOCOPY CHARGE
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SPECIAL SERVICE CHARGE	\$24 PER HOUR OR \$4 PER TEN MINUTE INCREMENT

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Adopted August 05, 2019

Revisions approved at June 15, 2020 Regular Council Meeting

Revisions approved at the September 7, 2021 Regular Council Meeting

Code Reference: Resolution 19-11; Resolution 20-13; Resolution 21-11

369000 NSF and returned check fee

The fee for returned checks paying for any City service, user fee, permit, license or payment of fines is \$30 or 10% of check amount, whichever is greater.

CITY OF DESTIN COST-RECOVERY POLICY

The following policy, effective October 1, 2014, is a guide for identifying subsidy and fee levels for each program and service provided by the Destin Parks & Recreation Department. Cost recovery levels are based on the perceived amount of community benefit that each program or service provides to our community as a whole.

1) **Public Interest** – The public has an interest in the availability of a broad range of public recreation programs and services that encourage good health, lifelong learning, respect for the environment, and a sense of community.

2) **Balance of benefits** – Benefits of participation in public recreation accrue to both the participant and to the community as a whole therefore, it is appropriate that recreation programs and services be funded by a balance of participant/user fees and public resources.

3) **General Cost recovery goals** – The cost recovery goals express a balance of public and personal benefits and are segmented into the broad demographic groups that follow:

- **Individual Benefit Level: 100% of costs borne by the user/participant:**

Program and Services that primarily benefit the participant, user or sponsoring organization shall be designed to recover at least 100% of the total costs.

- **Merit Level: 50% of direct costs borne by the participant:**

Programs and services that provide shared community and individual benefit including all youth and senior programs shall be designed to recover at least 50% of their direct costs.

- **Community Benefit Level: All costs borne by the City:**

Programs and services that substantially benefit the community as a whole shall not recover costs.

3b) **Specific Cost recovery goals** – Specific goals for this program include:

1. **Youth:** Pricing for youth programs shall be set to recover at least 50% of the direct costs.
 - a. Nonresident youth fees shall be 50% higher than the resident fee for each program.
2. **Seniors:** Pricing for senior programs shall be set to recover at least 50% of the direct costs.

- a. Nonresident senior fees shall be 50% higher than the resident fee for each program.
- 3. **Adults:** Pricing for adult programs shall be set to recover 100% of the total costs.
 - a. Nonresident adult fees shall be double the resident fee for each program.
- 4. **Rentals:** Pricing for commercial rentals shall be set to recover at least 100% of total costs.
- 5. **Services:** Pricing for services that primarily benefit the individual users shall be set to recover 100% of the total costs. Effective January 1, 2015 the following fees for services will be implemented at Joe's Bayou Launch and Recovery facility:
 - a. Residents: Annual Launch Pass \$30. Additional passes \$50 each.
 - b. Nonresidents: Annual Launch Pass \$200 each.
 - c. Daily Fee: \$15 per launch

4) **Inclusion** – Destin Parks & Recreation Department shall provide reasonable accommodation to individuals with special needs that enables them to participate in programs. Inclusive services may prevent programs from achieving their cost recovery goal because of the associated costs.

5) **Financial assistance for youth and seniors** - Destin Parks & Recreation Department shall adhere to the cost recovery goals outlined herein, while seeking to ensure that economically challenged youth and senior wishing to participate in core programs are afforded that opportunity by cultivating volunteerism, partnerships, sponsorships, philanthropic programs and scholarships programs.

6) **Updating of goals** – Cost recovery goals shall be evaluated annually, and revised as needed.

7) **Compliance with budget** – Notwithstanding the policy goals for cost recovery described above, the department's first responsibility in organizing and pricing recreation programs and services is to operate within the budget approved by the City Council.

**ACTION AGENDA; REGULAR MEETING; DESTIN CITY COUNCIL; AUGUST 4, 2014;
ANNEX COUNCIL CHAMBERS; 6:00 PM (EXCERPT)**

20. Cost recovery – Parks and Recreation

Motion to approve the cost recovery policy as outlined, and direct the City Manager to incorporate the policy into the Fee Resolution passed 6-0.

ATTACHMENT A - Schedule of Fees

Section 1 Culture and Recreation: Library, Parks, Sports Complex, Community Center

Section 2 Building and Developers: Building Permits, Developer fees, Impact fees, Right-of-Way permits, Engineering, and Map fees

Section 3 Licenses and Permits: Business Tax Receipts (aka business licenses), Rental Registration (LTR/STR), Livery Permits, Vendor Permits, Marine Application Fees, Code Violations

Section 4 Miscellaneous: Parking Fees and Fines, Clerk's Office, Cemetery, Election Qualifying Fees

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Section 1 Culture and Recreation

Fees to utilize specific recreational facilities to continue the operations and improvements of the park area. Fees are established for reservations and permits of recreational and park facilities to provide a user fee for programs wherever applicable within the City and to establish procedures for the collection of such fees.

347100 LIBRARY SERVICE FEES

Fees collected for library membership and services

Responsible Department: Library

MEMBERSHIP FEES (RESOLUTION 01-27)

Okaloosa County Residents	No charge
In-network, non-resident*	\$40 per family per year
6-month out-of-network, non-resident	\$30 per person
12-month out-of-network, non-resident	\$60 per person

*In-network areas include the other 15 counties in the Panhandle Library Access Network (PLAN) <https://www.plan.lib.fl.us/about-us/>

SERVICE FEES

Lost items	Replacement cost
Sand in book/damaged cover	\$3 re-wrap fee
Local fax	\$1 per page
Long-distance fax	\$2 per page
Printing – black and white	\$0.15 per page
Printing – color	\$0.25 per page
Replacement video case	\$1.00
Replacement audiobook case	\$3.00

347200 PARK AND RECREATION FEES

Fees collected for any type of program open to the public that is not athletic.

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

SPECIAL EVENT PERMITS (ALL PARKS)

Ordinance 15-40 § (c-h) requires all groups of 20 or more wishing to hold events in City parks to obtain a permit from the City in advance of the event.

Groups less than 20	No fee required
Groups 21-49	\$10 50 fee per day
Groups 50-99	\$24 00 fee per day
Groups 100-499	\$50 250 fee per day
Groups 500+	\$10 500 fee per day

DEWEY "BUCK" DESTIN PARK

Non-profit groups and resident family gatherings (~~per hour~~~~per four hour increment~~)

Building use, groups 1-25	\$30 + \$25 to -\$100 Non-Refundable cleaning fee, per event cleaning fee
Building use, groups 26-50	\$40 + \$50 to -\$100 Non-Refundable cleaning fee, per event \$55 + \$50 cleaning fee
Instructional classes	\$2 to -\$40 per participant per course up to 12 weeks

Private groups or organizations or non-resident gatherings (~~per hour~~~~per four hour increment~~)

Building use, groups 1-25	\$50 + \$25 to -\$100 Non-Refundable cleaning fee, per event \$30 + \$25 cleaning fee
Building use, groups 26-50	\$60 + \$50 to -\$100 Non-Refundable cleaning fee, per event \$55 + \$50 cleaning fee
Instructional classes	\$4 to -\$80 per participant per course

CLEMENT TAYLOR PARK

Pavilion rental limited to groups of 100 or less

Alcoholic beverage permit	\$200 150.00 per day +\$50 cleaning fee
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Non-profit groups and resident family gatherings (per four-hour increment)

Groups 1-25	\$40 + \$25 to \$100 Non-Refundable cleaning fee \$20 + \$25 cleaning fee
Groups 26-100	\$50 + \$50 to \$200 Non-Refundable cleaning fee \$30 + \$50 cleaning fee

Private groups or organizations or non-resident gatherings (per four-hour increment)

Groups 1-25	\$60 + \$25 to \$100 Non-Refundable cleaning fee \$30 + \$25 cleaning fee
Groups 26-100	\$70 + \$50 to \$200 Non-Refundable cleaning fee \$60 + \$50 cleaning fee

LEONARD DESTIN PARK

Pavilion rental limited to groups of 20 or less ~~per 4 hour increment~~

Groups 1-20, Resident	\$50 per 4 hours + \$25 to \$100 Non-Refundable cleaning fee
Groups 1-20, Non-Resident	\$100 per 4 hours + \$25 to \$100 Non-Refundable cleaning fee \$50 cleaning fee

WEDDINGS

Shore at Crystal Beach (<u>Beach Only, not pavilion</u>)	\$500 per 2 hours + \$100 <u>Non-Refundable</u> cleaning fee (non-refundable)
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347260 JOE'S BAYOU RECREATION FEES

Fees collected for boating activities.

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

Residential daily launch/recovery fee	\$25 per trailer
Commercial daily launch/recovery fee	\$25 per trailer
Resident/non-commercial annual launch/recovery fee	\$0 per household (1 pass)
	\$0 per senior household, 65+ (1 pass)
	\$50 per additional pass
Non-resident/non-commercial	\$205 per household per year
Destin based commercial launch	\$1,030 per year
Commercial launch, non-Destin	\$2,060 per year
Pump out fee, Destin resident	No charge
Pump out fee, non-resident	\$205 per usage

347265 HENDERSON BEACH STATE PARK FEES

Fees for the use of Henderson Beach State Park

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

Daily entrance pass	\$30 per household (1 per household)
	\$25 per senior household, 65+ (1 per household)

347550 MORGAN'S SPORTS CENTER CHILDREN'S PARKS

Monies collected for events held at the children's park.

Responsible Department: Parks & Recreation

PICNIC AREA

~~Non-profit groups and resident family gatherings (per four hour increment)~~

Groups 1-25	\$15 + \$25 cleaning fee
Groups 26-100	\$30 + \$50 cleaning fee

~~Private groups or organizations or non-resident gatherings (per four hour increment)~~

Groups 1-25	\$30 + \$25 cleaning fee
Groups 26-100	\$55 + \$50 cleaning fee

PAVILION AREA

Non-profit groups and resident family gatherings (per four-hour increment)

Groups 1-25	\$40 + \$25 to -\$100 Non-Refundable cleaning fee \$30 + \$25 cleaning fee
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Section 1: Culture and Recreation

Groups 26-100	\$60 + \$50 to -\$200 Non-Refundable cleaning fee \$55 + \$50 cleaning fee
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Commercial, private groups or organizations or non-resident gatherings (per four-hour increment)

Groups 1-25	\$60 + \$25 to -\$100 Non-Refundable cleaning fee \$55 + \$25 cleaning fee
Groups 26-100	\$100 + \$50 to -\$200 Non-Refundable cleaning fee \$85 + \$50 cleaning fee

347220 MORGAN'S SPORTS COMPLEX CENTER/DESTIN SPORTS COMPLEX (DESTIN ELEMENTARY SCHOOL)/DALTON THREADGILL

Fees collected for a variety of sporting activities such as football, soccer, cheerleading, softball.

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

Group activities and special events outside the athletic fields

Single-day event, no concessions	\$50 up to \$2,000 \$515
Single-day event, with concessions	\$50 - \$515
Alcoholic beverages permit	\$150.00 per vendor/per day
Vendor fee for tournaments and special event vendors	Up to \$50 \$30 per vendor/per day, no hookups
Special event application fee	\$25 non-refundable
Gate/admission fee	15% of gross paid to the city

City Programs – RESIDENT ~~L~~(league activities, camps, instructional classes) ~~(residents)~~

City – adult activities <u>programs</u>	\$15 to \$24 \$100
City – youth activities <u>programs</u>	\$15 to \$24 \$100
Adult instructional classes	\$5 - \$35 per participant (max 10 hours)
Youth instructional classes	\$5 - \$20 per participant (max 10 hours)
Senior programs	\$2 to \$100
Open Gym Daily User fee	\$0

City Programs – NONRESIDENT (league activities, camps, instructional classes)

City – adult activities <u>programs</u>	\$30 to \$200
City – youth activities <u>programs</u>	\$20 to \$150
Adult instructional classes	\$10 - \$70 per participant (max 10 hours)
Youth instructional classes	\$5 - \$35 per participant (max 10 hours)
Daily user fee	\$35 to \$40

Section 1: Culture and Recreation

EXPERT INSTRUCTORS (Services the City cannot offer)

RECREATIONAL/INSTRUCTIONAL CLASSES – CONTRACTUAL LEADERSHIP

FEES RECEIVED FROM INDIVIDUALS PARTICIPATING IN CITY SPONSORED PROGRAMS, ACTIVITIES or CLASSES THAT ARE FACILITATED BY NON-CITY EMPLOYEES WITH EXPERTISE IN THAT PARTICULAR AREA. (E.G. AEROBICS, FLY-FISHING, DANCE...) PERCENTAGE BASED ON SKILL LEVEL OF THE INSTRUCTOR, ASSISTANCE REQUIRED FROM CITY STAFF AND FACILITY/EQUIPMENT/SUPPLIES MAY BE FURNISHED BY THE CITY. THIS STRUCTURING WILL ALLOW THE DEPARTMENT TO EXPAND PROFESSIONALLY LEAD PROGRAMMING FOR YOUTH, TEENS, ADULTS AND SENIORS WHILE GENERATING ADDITIONAL REVENUES FOR THE CITY. THE INCREASE IN REVENUES WILL BE DEPENDENT ON THE NUMBER OF PROGRAMS OFFERED AND THE PERCENTAGE AGREED UPON. THIS IS A WIDELY USED MODEL IN PARKS & RECREATION AGENCIES NATIONWIDE THAT TAPS INTO COMMUNITY RESOURCES THAT COULD OTHERWISE NOT BE AFFORDABLE TO THE AGENCY.

Options	Percentage of fees retained by the city	Percentage of fees retained by the facilitator
Split 1 – City provides material	60%	40%
Split 2 – Instructor only	50%	50%
Split 3 – Instructor provides material	40%	60%
Split 4 – School Fundraiser	20%	80%

DESTIN ELEMENTARY SCHOOL SPORTS FIELD FEES Administrative charges

Personnel cost for hours other than normal hours of operations	\$ 32 0 per hour per employee
League/activity sponsorship	\$30 - \$1,000
Holiday/holiday weekend hours	\$430 per hour per employee
Application fee	\$25 per event

FIELD RENTALS (Non-profit/Resident) ~~(NON-TOURNAMENT PLAY)~~ Non-profit

Field rental 1-25 users	\$2 50 per field per hour w/o lights
Field rental 1-25 users	\$4 35 per field per hour with lights
Additional field prep Lining/set up 1-25 users	\$20 to \$50 per field per occurrence
Field rental 26+ users	\$4 50 per field per hour w/o lights
Field rental 26+ users	\$ 65 5 per field per hour with lights
Sports equipment usage Lining/set up 26+ users	\$25 to \$40 \$20 – \$50 per field per occurrence
Non-refundable deposit/cleaning fee	\$25 to \$500 per field per day
Batting Cage Electricity	\$10 per hour

FIELD RENTALS (Commercial/ Non-Resident) ~~COMMERCIAL/NON-RESIDENT~~

Field rental 1-25 users	\$40 35 per field per hour w/o lights
Field rental 1-25 users	\$ 65 0 per field per hour with lights
Additional field prep Lining/set up 1-25 users	\$20 to \$50 per field per occurrence
Field rental 26+ users	\$7 50 per field per hour w/o lights
Field rental 26+ users	\$95 per field per hour with lights
Sorts equipment usage Lining/set up 26+ users	\$25 to \$40 Up to \$25\$20 – \$50 per field per occurrence
Non-refundable deposit/cleaning fee	\$25 to \$500 per field per day
Batting Cage Electricity	\$15 per hour

FIELD RENTALS (TOURNAMENT FUNCTIONS)—UP TO 12 HOURS Non-profit/Resident

First (one) field	\$100 per day without lights
Each additional field	\$80
Each additional hour	\$20
Lights	\$15-20 per hour per field
Additional field preparation	\$25 to- \$100 \$20-\$50 per field, per occurrence
Gate fee	15%
Center utilization fee (<u>parking lot, track, etc.</u>)	Up to \$550
Sports equipment usage Fee (EG., temporary mounds, goals, fence)	Up to \$50 25 per item per day
Vendor permit fee	\$30 per vendor per day
Non-refundable deposit/cleaning fee	\$25 to \$500 per field per day
<u>Batting Cage</u>	\$20 per hour

FIELD RENTALS (TOURNAMENT FUNCTIONS)—UP TO 12 HOURS Commercial/~~Non-Resident~~COMMERCIAL/NON-RESIDENT

First (one) field	\$170 per day without lights
Each additional field	\$110
Each additional hour	\$30
Lights	\$20 5 per hour per field
Additional field preparation	\$20 - \$50 per field per occurrence
Gate fee	15%
Center utilization fee (<u>parking lot, track, etc.</u>)	Up to \$1,550
Sports equipment usage fee (e.g.: temporary mounds, <u>goals, fence</u>)	Up to \$50 25 per item per day
Vendor permit fee	\$50 per vendor per day
Non-refundable deposit/cleaning fee	\$25 - \$500 per field per day
<u>Batting Cage</u>	\$20 per hour

347520 COMMUNITY CENTER

The City shall levy fees for the rental of the Community Center facilities for activities including, but not limited to arts and crafts, league/team activities, adult sports, theatre productions, concerts, and specialty activities (card games, board games, etc.) for both commercial and noncommercial use. The amount of the rental fee will be assessed as per facility required and/or participation.

Code Reference: City Resolution 01-05

Responsible Department: Recreation Department/Community Center

Administrative charges/~~non-residents~~

Personnel cost for hours other than normal hours of operation or holidays	\$20-30 per hour per employee
<u>League/activity sponsorship</u>	\$30 - \$1,000

Commercial/Non-Resident/instructional classes-Use

Entire facility	\$2 50 per hour, min 4 hours
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Section 1: Culture and Recreation

Meeting room	\$30 per hour
Each additional room	\$20 per hour
Kitchen, with gym or room rental only	\$50 per hour, min 4 hours
Gymnasium	\$60 + 15% gate charge
Non-refundable deposit/cleaning fee	\$25 - \$500 per day
<u>Vendor fee</u>	<u>\$50</u>
<u>Equipment usage fee</u>	<u>\$30</u>

Non-commercial profit-use/Resident/non-profit play

Entire facility	\$80 per hour, min 4 hours
Meeting room	\$20 per hour
Each additional room	\$15 per hour
Kitchen, with gym or room rental only	\$30 per hour, min 4 hours
Gymnasium	\$30 + 15% gate charge
Non-refundable deposit/cleaning fee	\$25 - \$500 per day
<u>Equipment usage fee</u>	<u>\$30</u>

Non-profit play or instructional classes

<u>Per meeting room</u>	<u>\$15 per hour</u>
<u>Gymnasium</u>	<u>\$25 per hour</u>
<u>Equipment usage fee</u> <u>Administration Fee</u>	<u>\$30</u> <u>\$15 + cost of rental fee</u>
<u>Non-refundable deposit/cleaning fee</u>	<u>\$25 - \$500 per day</u>

347540 COMMUNITY CENTER PROGRAMS

Monies received for camps, programs that are sponsored by the Community Center.

Responsible Department: Recreation Department/Community Center

City Programs – RESIDENT (league activities, camps, instructional classes)

League activities/instructional classes (residents)

City – adult activities	\$105 - \$100 <u>5</u>
City – youth activities	\$105 - \$100 <u>5</u>
<u>Adult instructional classes</u>	<u>\$3 - \$50 per participant (max 10 hours)</u>
<u>Youth instructional classes</u>	<u>\$3 - \$50 per participant (max 10 hours)</u>
Senior programs	\$2 - \$100
<u>Daily user fee</u>	<u>\$0</u>

City Programs – NONRESIDENT (league activities, camps, instructional classes)

City – adult activities	\$30 <u>10</u> - \$200
City – youth activities	\$210 - \$150.00
<u>Adult instructional classes</u>	<u>\$5 - \$70 per participant (max 10 hours)</u>
<u>Youth instructional classes</u>	<u>\$5 - \$70 per participant (max 10 hours)</u>
Daily user fee	\$25 - \$40
Senior programs	\$3 - \$40

Section 1: Culture and Recreation

~~League/activity sponsorship~~

~~\$30 – \$1,000~~

RECREATIONAL/INSTRUCTIONAL CLASSES – CONTRACTUAL LEADERSHIP

FEES RECEIVED FROM INDIVIDUALS PARTICIPATING IN CITY SPONSORED PROGRAMS, ACTIVITIES OR CLASSES THAT ARE FACILITATED BY NON-CITY EMPLOYEES WITH EXPERTISE IN THAT PARTICULAR AREA. (EG. AEROBICS, FLY-FISHING, DANCE...) PERCENTAGE BASED ON SKILL LEVEL OF THE INSTRUCTOR, ASSISTANCE REQUIRED FROM CITY STAFF AND FACILITY/EQUIPMENT/SUPPLIES MAY BE FURNISHED BY THE CITY. THIS STRUCTURING WILL ALLOW THE DEPARTMENT TO EXPAND PROFESSIONALLY LEAD PROGRAMMING FOR YOUTH, TEENS, ADULTS AND SENIORS WHILE GENERATING ADDITIONAL REVENUES FOR THE CITY. THE INCREASE IN REVENUES WILL BE DEPENDENT ON THE NUMBER OF PROGRAMS OFFERED AND THE PERCENTAGE AGREED UPON. THIS IS A WIDELY USED MODEL IN PARKS & RECREATION AGENCIES NATIONWIDE THAT TAPS INTO COMMUNITY RESOURCES THAT COULD OTHERWISE NOT BE AFFORDABLE TO THE AGENCY.

Options	Percentage of fees retained by the city	Percentage of fees retained by the facilitator
Split 1 – City provides material	60%	40%
Split 2 – Instructor only	50%	50%
Split 3 – Instructor provides material	40%	60%
Split 4 – School Fundraiser	20%	80%

Section 2 Building and Developers: Construction Permits, Developer Fees, Impact Fees, Right-of-Way permits, Engineering, Marine Application Fees, Map Fees

The governing bodies of local governments may provide a schedule of fees, as authorized by statutes for the enforcement of the provisions of its building code. Such fees shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. All permit, processing, and plan review fees are non-refundable unless extenuating circumstances are submitted, in writing, and approved by the Building Official. All required fees shall be paid prior to the issuance of any permit and at the commencement of any construction.

NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Section 125.56, F.S. Chapter 166.222; FS Section 468.631, 553.721, 553.80, ~~553.79-~~

Responsible Department: Community Development/~~Building Division~~

~~329505 Plan Review Fee~~

~~The following review fees are applicable to all building construction permits.~~

~~Plan Review Fee: All projects are subject to a review fee, which equals the greater of (50%) of the permit fee or actual cost, incurred by the City to include one resubmittal.~~

~~Projects greater than or equal to four stories and assembly occupancy over 5,000 square feet and or large projects/developments determined by the Building Official shall be submitted to the International Code Council (ICC), Birmingham office, for formal plan review. The applicant shall pay the fee to ICC at the time plans are submitted.~~

~~The City may require, at the Building Official's discretion, a review of the single-family dwelling plans by a structural engineer. In this case, the applicant shall be required to pay the cost of this review.~~

~~Public Swimming Pool and Applicable Water Features Review Fee:~~

~~Review Fee New Pool Greater than 25,000 gallons \$495 to be paid upon submittal.~~

~~Review Fee New Pool 25,000 gallons or less \$330 to be paid upon submittal.~~

~~Renovations and Modifications~~

~~Level I No Review fee required.~~

~~Level II Renovations and Modifications Review \$55 to be paid upon submittal.~~

~~Level III Renovations and Modifications Review \$220 to be paid upon submittal.~~

~~All projects are subject to a review fee for Engineering/Erosion Control (341920) fee of \$55 to be paid upon submittal.~~

~~FEMA Flood Zone Review: All projects within these zones are subject to a review fee for Floodplain Review of \$55.~~

~~Wetlands Protection: ALL projects in or adjacent to environmentally sensitive areas (wetlands & open water bodies) are subject to a review fee of \$55. (341920)~~

~~Any additional resubmittal for review shall be assessed an additional review fee of \$27.50 or 27.50% of the permit fee whichever is greater per division review. (341920)~~

329506 (EBD04) —CONTRACTOR REGISTRATION FEE

Code Reference: Chapter 13 Art. IV, Sec. 13-75, Code of Ordinances
Responsible Department: Community Development/Building Division

An administrative fee will be charged on all contractors not licensed under FS 489 engaging in business in the City of Destin for which a permit is required. The administrative fee is for verification of state, county, and local licenses, as required by city ordinance and certificate of insurance from a Florida Licensed Insurance Company for General Liability 61G4-15.003(2)(c), and Worker's Compensation as required by FS 440.103, 440.41, 440.42, and 489.144.

~~Code Reference: Chapter 13 Art. IV, Sec. 13-75, Code of Ordinances~~
~~Responsible Department: Community Development/Building Division~~

Specialty Contractors- The City will charge one annual administrative fee for all contractors engaging in the practice of contracting in the City of Destin whose scope of work is identified in a specialty contractor's category.

Contractor annual administrative fee	\$57.20
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329501 (-EBD05) BUILDING ~~DEPARTMENT~~DIVISION LIEN REVIEWS

Code Reference: Chapter 533.79 Florida Statutes
Responsible Department: Community Development/Building Division

Lien reviews are most commonly related to building permits for homes. As such lien request (aka property status letter) fees are recorded in the Building Department. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Property Status Letter (Lien Requests)	\$35
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354200 (EBD06) Building Code Violations – Unsafe Code Fines and Fees

Code Reference: City of Destin Ordinance 366 and Chapter 489 Florida Statutes

Section 2: Building Permits and Developer Fees

Responsible Department: Community Development/Building Division

Fines and fees will be charged for noncompliance with the Florida Building Code to include the following items will be charged \$100 for first citation, \$300 for second citation, and a third citation will result in a summons to appear before the Construction Regulation Board:

- Failure to obtain a permit before commencing work
- Failure to post a notice of commencement
- Failure to obtain required inspections
- Failure to maintain proof of current workers compensation or public liability insurance
- Failure to inform the City of change of name style, address, or that licensee has ceased qualifying as a business
- Making a material misrepresentation on a permit application

Failure to correct building code violations will be charged \$500 for the first citation. The second citation will result in a Summons to Appear before the Construction Regulation Board.

Code Reference: City of Destin Ordinance 366 and Chapter 489 Florida Statutes

Responsible Department: Community Development/Building Division

329505 -(EBD07) BUILDING ~~DEPARTMENT~~DIVISION PLAN REVIEWS

Code Reference: Chapter 553.80 Florida Statutes

Responsible Department: Community Development/Building Division

~~NOELL PLEASE DESCRIBE HERE.~~

~~Code Reference: CODE REFERENCE ???~~

~~Responsible Department: Building Department Development~~

329505 — Plan Review Fee

The following review fees are applicable to all building construction permits.

Plan Review Fee: All projects are subject to a review fee, which equals the greater of (50%) of the permit fee or actual cost, incurred by the City to include one resubmittal.

1. Projects greater than or equal to four stories and assembly occupancy over 5,000 square -feet and or large projects/developments determined by the Building Official shall be submitted to the International Code Council (ICC), Birmingham office, for formal plan review. The applicant shall pay the fee to ICC at the time plans are submitted.
2. The City may require, at the Building Official's discretion, a review of the single-family dwelling plans by a structural engineer. In this case, the applicant shall be required to pay the cost of this review.
3. Public Swimming Pool and Applicable Water Features Review Fee:
 - a. Review Fee New Pool – Greater than 25,000 gallons \$495 to be paid upon submittal.
 - b. Review Fee New Pool – 25,000 gallons or less \$330 to be paid upon submittal.
 - c. Renovations and Modifications
 - I. Level I- No Review fee required.
 - II. Level II- Renovations and Modifications Review \$55 to be paid upon submittal.
 - III. Level III- Renovations and Modifications Review \$220 to be paid upon submittal.

~~—All projects are subject to a review fee for Engineering/Erosion Control (341920) fee of \$55 to be paid upon submittal.~~

4. FEMA Flood Zone Review: ALL projects within these zones are subject to a review fee for Floodplain Review of \$55.

5. All projects are subject to a review fee for Engineering/Erosion Control fee of \$55 to be paid upon submittal. (341920)

6. Wetlands Protection: ALL projects in or adjacent to environmentally sensitive areas (wetlands & open water bodies) are subject to a review fee of \$55. (341920)

7. Any additional resubmittal for review shall be assessed an additional review fee of \$27.50 or 27.50% of the permit fee whichever is greater per division review. (341920)

~~354200 (EBD06)_ Building Code Violations — Unsafe Code Fines and Fees~~

~~Fines and fees will be charged for noncompliance with the Florida Building Code to include the following items will be charged \$100 for first citation, \$300 for second citation, and a third citation will result in a summons to appear before the Construction Regulation Board:~~

- ~~• Failure to obtain a permit before commencing work~~
- ~~• Failure to post a notice of commencement~~
- ~~• Failure to obtain required inspections~~
- ~~• Failure to maintain proof of current workers compensation or public liability insurance~~
- ~~• Failure to inform the City of change of name style, address, or that licensee has ceased qualifying as a business~~
- ~~• Making a material misrepresentation on a permit application~~

~~Failure to correct building code violations will be charged \$500 for the first citation. The second citation will result in a Summons to Appear before the Construction Regulation Board.~~

~~Code Reference: City of Destin Ordinance 366 and Chapter 489 Florida Statutes~~

~~Responsible Department: Community Development/Building Division~~

322000 (EBD01) BUILDING CONSTRUCTION PERMIT FEES

Code Reference: Chapter 533.80 Florida Statutes

Responsible Department: Community Development/Building Division

1. Permit Processing Fee: An administrative processing of \$55 is applied to all permits.
2. Penalty Fee: Any work which commences prior to securing the appropriate permit or permits shall be charged a rate double the permit fee, which shall be collected by the Building Division. (Note: in accordance with Ordinance 336, the Building Official may issue a citation to the contractor.)
3. Re-Permit Fee:

Section 2: Building Permits and Developer Fees

- a. Active permits: The fee for re-permitting any active permit will be 50% of the original building permit fee, no plan review fee, a \$55 processing fee, plus applicable state fees.
 - b. Inactive permits: The fee for re-permitting any inactive permit will be regular fees, no plan review fee, a \$55 processing fee, plus applicable state fees.
4. In accordance with Florida Statute, a Florida Building Code (FBC) Surcharge (208620) [\(EBD02\)](#) is collected on all Building Permits of 1% or a \$2 minimum. In addition, a Building Code Administrators, and Inspectors Fund (BCAIB) Surcharge (208630) [\(EBD03\)](#) is also collected on all Building Permits issued in the amount of 1.5% or a \$2 minimum. Both of these surcharges are remitted to the Florida Department of Professional Regulation.
5. All New (Heated and Cooled) Buildings or Structure Additions (includes Manufactured Buildings).
 - a. Building Division Permit Fee: A permit for any new building or structure, or for any addition to an existing building or structure, or portion thereof is based on square footage of gross floor area multiplied by \$0.17 per square foot.
 - b. Planning Division (329502) ~~P~~ermit ~~F~~ee: Residential (Single Family – Attached/Detached or Duplex) is \$0.06 per square foot of gross floor area. This fee includes the initial Certificate of Occupancy as-built site inspection.
 - c. Engineering Division (341920) ~~P~~ermit ~~F~~ee: Residential (Single Family –Attached/Detached or Duplex) is \$0.08 per square foot gross floor area.
 - d. Planning Division (329502) ~~P~~ermit ~~F~~ee: Multiple Family and Commercial Structures. If applicable, the fee is \$132. This fee includes the Certificate of Occupancy or Certificate of Completion and as-built site inspection.
 - e. Engineering Division (341920) Permit Fee:- Multiple Family and Commercial Structures: If applicable, the fee is \$330. This fee includes initial Erosion Control inspection and the Certificate of Occupancy or Certificate of Completion and as-built site inspection.
6. Other Structure Fee:
 - a. Building Division Fee: For all other structures to include non-heated and cooled buildings, renovations, interior buildouts, sheds, decks, fences, etc. the permit fee is \$6.60 per \$1,000 (or fraction thereof) of estimated cost, up to \$20,000 plus \$5 per \$1,000 (or fraction thereof) of the estimated cost in excess of \$20,000 up to \$100,000 plus \$4 per \$1,000 (or fraction thereof) of estimated cost in excess of \$100,000 (or fraction thereof).
 - b. Planning Division (329502) permit fee: Residential (Single Family Attached/Detached or Duplex): If applicable, the fee is \$66.00. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - c. Engineering Division (341920) Permit Fee: Residential (Single Family Attached/Detached or Duplex): If applicable, the fee is: \$66. The fee includes Certificate of Occupancy/Completion and as-built site inspection.
 - d. Planning Division (329502) permit fee: Multiple Family and Commercial Structures: If applicable, the fee is \$132. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - e. Engineering Division (341920) Permit Fee: Multiple Family and Commercial Structures: If applicable, the fee is: \$165. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - ~~f. — Re-inspection fees are the same as 6 above.~~
7. Commercial Signs.

Section 2: Building Permits and Developer Fees

- a. The Building Division Permit fee for all permanent signs is based on the total area of each sign (two-sided signs on the same structure are considered as one sign). The following fees per sign are as follows:

Up to 20 square feet	\$44
Over 20 square feet	\$55
Self-illuminated commercial sign, additional fee	\$22

- b. The Planning Division Permit fee (329502) for signs are established:
- If the sign will be mounted to an approved, existing structure, the permit fee is \$44.
 - If the sign will be mounted to a new structure, the permit-processing fee is \$88.

- c. Engineering Division (341920) Permit fee for ground signs only: \$44.

8. Mobile/Manufactured Homes.

- The Building Division Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs, is \$33.
- The Planning Division (329502) Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$66. This fee includes the initial Certificate of Occupancy/Completion as-built site inspection.
- The Engineering Division (341920) Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$55. This fee includes the initial Certificate/Completion as-built site inspection.

9. In Ground Swimming Pools and applicable water features (which includes all pool and water feature equipment, except electrical).

- Building Permit Fee:
 - The fee for new residential swimming pools and applicable water features (excluding electrical fee) is \$66.
 - The fee for new public swimming pools and applicable water features is \$165.
 - The fee for renovations/repair/modifications: to existing public swimming pools and applicable water features based on the level of modification as set forth in the Public Pool Modification Matrix Table is:
 - Level I- \$55
 - Level II- \$110
 - Level III- \$165
- Planning Division (329502) Permit Fee: The fee for new swimming pools, applicable water features and level III alteration/renovations is \$105.60.
- The Engineering Division (341920) Permit fee for new residential swimming pools, applicable water features and level III alteration/renovations is \$82.50.

10. Antennas - Dish and tower, roof and ground installations.

- Domestic (Residential R3) installation: A permit is required only for those towers that are of such height that they cannot be contained on an owner's property if they fall. The permit fee is \$33.
- Commercial (Non-Residential) installations: The fee is \$6.60 per \$1,000 (or fraction thereof) of the estimated cost up to \$20,000, plus \$5.50 per \$1,000 (or fraction thereof) of the estimated cost in excess of \$20,000 up to \$100,000, plus \$4.40 per \$1,000 (or fraction thereof) of the estimated cost in excess of \$100,000 (or fraction thereof).

11. Moving Buildings or Structures (excluding mobile homes): The fee to move any non-portable building or structure from one location to another location is \$99.

Section 2: Building Permits and Developer Fees

12. Demolition of Buildings or Structures:
 - a. Building Division Permit Fee: For the demolition of any building or structure, the fee is \$92.40. In addition to the demolition permit, you must submit a notice of asbestos removal form to the asbestos Coordinator for Northwest Florida District of Florida Department Environmental Protection (FDEP). (Note: The present address is 160 Government Center, Pensacola, Florida 31501). No Plan Review Fee or State fee.
 - b. Planning Division (329502) Permit Fee: The demolition permit fee is \$66.
 - c. Engineering Division (341920) Permit Fee: For the demolition of any building or structure, the fee is \$27.50. This fee includes initial Erosion Control inspection and the Certificate of Completion and site inspection.
13. Docks, Boathouses, Bulkheads and Seawalls:
 - a. Building Division Permit Fee: The fee for construction of docks, boathouses, bulkheads or seawalls is \$13 per \$1,000 (or fraction thereof) of estimated cost up to \$10,000, plus \$6.60 per \$1,000 (or fraction thereof) of the estimated cost in excess of \$10,000.
 - b. Planning Division (329502) Permit Fee: The permit fee is \$33.
14. Land clearing:
 - a. Planning Division (329502) Permit Fee: The fee for all land clearing permits is \$66.
 - b. Engineering Permit (341920) Fee: The fee for land clearing in lots 1 acre or less in size is \$82.50. The fee for land clearing in lots over 1 acre in size is \$165. Fee is based on lot size, not the land clearing/area of disturbance.
15. Protected Tree removal:
 - a. Planning Division (329502) Permit Fee: The fee for removing any protected or preserved tree shall be \$66.
16. Portable Buildings:
 - a. Planning Division (329502) Permit Fee: \$88
 - b. Engineering Division (341920) Permit Fee: \$55 (Floodplain)
17. Mobile Vending:
 - a. Planning Division (329502) Permit Fee: \$27.50 per location
18. Temporary Tents
 - a. Building Division Permit Fee: \$27.50
 - b. Planning Division (329502) Permit Fee: \$27.50
19. Solar Energy Systems Permit Fees: Signed Sealed Drawings required. The permit fee is \$13.20 per \$1,000 (or fraction thereof) of estimated cost, up to \$10,000 plus \$6.60 per \$1,000 (or fraction thereof) in excess of \$10,000.

Section 2: Building Permits and Developer Fees

20. Electrical Permit Fees:

a. Electrical Service:

Temporary service to 100 amperes	\$33
Early service power – first service	\$44
Early service power – each additional service NOTE: Required prior to final inspection and no occupancy shall occur prior to issuance of a Certificate of Occupancy, by the Building Official. If the premises are occupied prior to the issuance of a Certificate of Occupancy, or a Certificate of Completion, the power company may be notified to disconnect the power and the permit will be subject to action by the Code Enforcement Board.	\$13.20
Permanent service up to 100 amperes	\$49.50
Permanent service 101 to 200 amperes	\$66
Permanent service 201 to 400 amperes	\$82.50
Permanent service 401 to 600 amperes	\$99
Permanent service 601 to 800 amperes	\$132
Permanent service over 801 amperes	\$132 plus \$0.05 per ampere over 800 amperes
Circuits	\$2.75 each
Low voltage systems i.e., tv, phone, sound, alarm (Exclude wireless security systems for 1 & 2 family)	\$6.60 per system
Electrical repair wiring or renovations	\$13.20 per \$1,000 of estimated cost up to \$10,000 plus \$6.60 per \$1000 in excess of \$10,000 and \$3.30 for each circuit added or altered
Meter/service change outs (to include gang meters)	\$36.30 per meter
Functional check	\$55

- b. Swimming Pools and applicable water features: The permit fee, which includes all pool and applicable water feature equipment grounding, and underwater lights, is \$44.

21. Mechanical Permit Fees:

a. Heat and Air Conditioning Unit (including heat pump) New or Change outs:

Up to five tons, per system fee	\$66
Over five tons	\$66 plus \$3.50 per ton over 5 tons

- b. Refrigeration system is \$26.40 each.
c. Commercial kitchen Hood system is \$26.40 each.
d. Incinerator or Boiler is \$26.40 each.
e. Mechanical repair is \$13.20 per \$1,000 (or fraction thereof) of estimated cost, up to \$10,000 plus \$6.6 per \$1,000 (or fraction thereof in excess of \$10,000).

22. Plumbing Permit Fees:

- a. Each fixture, roughed-in and/or final inspection is \$5.5 per plumbing fixture.
b. Each individual tap for sewer, septic, grease trap/interceptor, back-flow protector, roof drain and water connection is \$13.20.
c. Plumbing repair/re-piping or renovations is \$13.20 per \$1,000 (or fraction thereof) of estimated cost, up to \$10,000 plus \$6 per \$1,000 (or fraction thereof in excess of \$10,000).

Section 2: Building Permits and Developer Fees

23. Gas Installation Permit Fees:
- a. Each fixture is \$5.5.
 - b. Gas piping (Natural or LP) to a unit or building is \$26.40 per connection, to include installation of generators to existing homes/structures.
 - c. Gas repair/re-piping or renovations is \$13.20 per \$1,000 (or fraction thereof) of estimated cost, up to \$10,000 plus \$6.60 per \$1,000 (or fraction thereof in excess of \$10,000).
24. Fire Sprinkler/Suppression Systems Permit Fees:
- a. Commercial kitchen hood suppression:
 - i. \$66 up to 4 nozzles heads
 - ii. \$11 per additional nozzle head thereafter
 - b. Fire Sprinkler system:
 - i. The fee is \$0.88 per sprinkler head/nozzle for new construction.
 - ii. The fee is \$11 per water line feeding above systems.
 - iii. The fee is \$11 per standpipe.
 - iv. The fee is \$13.20 for repair or modification per \$1,000 (or fraction thereof) of estimated cost, up to \$10,000 plus \$6.60 per \$1,000 (or fraction thereof) in excess of \$10,000.
25. Utility Site/Infrastructure Permit Fees:
- a. Systems up to 20 devices (manholes, catch basin, storm drains) is \$220
 - b. Systems with over 20 devices is \$385.
 - c. Planning Division (329502) fee is \$132.
 - d. Engineering Division (341920) Fee: \$165
26. Parking Lot Resurface, Restripe and Overlay Permit Fees:
- a. Building Division fee is \$110
 - b. Planning Division (329502) fee is \$132
 - c. Engineering Division (341920) Fee: \$82.50
27. Code Compliance Inspection Permit Fee: For anyone who request to have an inspection for general life safety or building code compliance which are outside of performing construction activity, the fee is \$55.
28. Re-inspection Fees: (All subsequent re-inspections shall be doubled the previous fee)

Building Division	Building Inspections	Initial re-inspection	38.50
Planning Division	Certificate of Occupancy -Site Insp	Single Family or Duplex	110.00
		Minor Development Orders	506.00
		Major Development Orders	676.50
Engineering Division	Certificate of Occupancy - Site Insp	Single Family or Duplex	110.00
		Minor Development Orders	165.00
		Major Development Orders	330.00
Eng. & Planning Div.	Certificate of Completion - Site Insp		55.00
Engineering Division	General Site	All Developments	55.00

~~The initial inspection is included in the permit fee. A re-inspection fee to the Building Division of \$38.50 for the first re-inspection (per unit/building or structure). The fee for a second re-inspection shall be \$77.00, and the fee for a subsequent re-inspection shall be \$154 each. (Note: See FS Section 553.80(4)(c)). Planning Division's (329502) Certificate of Occupancy (As-Built) site re-inspection fees: Residential (Single Family or Duplex) \$110, Minor Development Order \$506 and Major Development~~

~~Order \$676.50. Engineering Division's (341920) Certificate of Occupancy (As-Built) site re-inspection fees: Residential (Single Family or Duplex) \$110; Certificate of Completion site re-inspection fee \$55. Site reinspection fee is \$165 for minor development and \$330 for major development.~~

29. Stop By/Walk Through Inspection Request Fee: The fee will be \$55.

329503 Right-of-Way Fees

The Land Development Code provides that City Council will establish and collect fees for issuing Right of Way Construction Permits for work in the City's rights of way. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: LDC 8.01.00 & Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Department: Community Development Department – Engineering Division

Utility right-of-way permit	\$286
Right-of-way administration fee – Residential single/duplex	\$44 per row
Right-of-way administration fee – Commercial or multi-family	\$137.50 per row
Construction right-of-way – Nonresidential	\$12.10 per 100 linear feet PLUS: \$85.80 per road bore \$286 per road cut \$85.80 landscaping/irrigation
Commercial right-of-way – Nonresidential individual simple owner fee for hold harmless & maintenance agreement	\$55
Commercial right-of-way – Nonresidential other ownership (corporate or trust) fee for hold harmless & maintenance agreement	\$93.50
Residential (single or 2-family lot)	\$12.10 per 100 linear feet PLUS: \$23.10 per bore \$286 per road cut \$23.10 landscaping/irrigation
Residential (single or 2-family lot) Individual simple owner fee for hold harmless & maintenance agreement	\$55
Residential (single or 2-family lot) other ownership (corporate or trust) fee for hold harmless & maintenance agreement	\$93.50
Right-of-way inspections – Commercial satisfactory completion	
Initial inspection	No charge
First site re-inspection	\$88
Each subsequent re-inspection	\$143
Right-of-way inspections – Residential satisfactory completion	
Initial inspection	No charge
First site re-inspection	\$71.50
Each subsequent re-inspection	\$93.50
Right-of-way – vacation/easement	\$2,750

01300-329502 LAND DEVELOPMENT REVIEW FEES (aka ZONING REVIEW FEES)

The Land Development Regulations provide that the City Council of the City of Destin, Florida will establish land development review, permit and other fees. Fees are set to cover the cost of the work associated with review, permitting, inspection and other activities associated with land development. The City may require, at its discretion, the review and advise of an expert consulting professional on any development application. Applicants will be responsible to reimburse the City for these outside costs plus a 10% Administrative Fee. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Land Development Code 18.01.00

Responsible Department: Community Development

DEVELOPMENT ORDER RELATED APPLICATIONS:

The following development order related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or the issuance of the Final Development Order (DO).

TYPE OF APPLICATION	APPLICATION FEE
<i>Pre-Application Review - Residential</i>	\$50
<i>Pre-Application Review - Non residential</i>	\$150
Developer's Agreement	\$4,500
Major Developments	\$5,500
Minor Developments	\$3,500
Major Deviations to a Major Development	\$4,500
Minor Deviations to a Major Development	\$2,500
Major Deviation to a Minor Development	\$4,500
Minor Deviation to a Minor Development	\$2,500
Simple Deviation	\$1,000
Planned Unit Development (PUD) (in addition to fee for subdivision, major development or minor development)	\$4,000
Landscaping Plan Review (if not submitted as part of a DO Application)	\$750
Outdoor lighting plan review (if not submitted as part of a DO Application)	\$750
Development Order Exemption	\$500

DEVELOPMENT ORDER CONSTRUCTION PERFORMANCE BONDS

Some development orders will require construction performance bonds. After City Engineering staff complete an inspection of the construction site against the development order and find the developer has satisfactorily met the requirements of the development order, the City will issue a bond release letter after payment of:

DESCRIPTION	FEE
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Section 2: Building Permits and Developer Fees

341920 Engineering Fee (for Bond Inspection)	\$80
341300 -Administrative Service Fee	\$250
341300 Bond Handling Fee	10% of Bond

Code Reference: Land Development Code 2.20.00 C3

Responsible Department: Community Development

SUBDIVISION RELATED APPLICATIONS:

The following subdivision related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or final approval.

TYPE OF APPLICATION	APPLICATION FEE
Major Subdivisions	\$4,500
Minor Subdivisions	\$2,000
Replat of Subdivision/Lot Reconfiguration	\$1,500
Lot Split	\$1,000
Deed of Gift	\$1,000
If easements follow the plat, replat, or lot reconfiguration and are executed by a separate document	\$500 per easement

ORDINANCE AMENDMENT RELATED APPLICATIONS:

An applicant applying for any one of the following ordinance amendment related applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost at actual cost plus a 10% Administrative Fee.

TYPE OF APPLICATION	APPLICATION FEE
Comprehensive Plan Text Amendment	\$2,000
Comp Plan Future Land Use Map (FLUM) Amendment	\$2,000
Land Development Code (LDC) Text Amendment	\$2,000
LDC Rezoning Map Amendment	\$2,000
Code of Ordinance Text Amendment	\$2,000

BOARD OF ADJUSTMENT RELATED APPLICATIONS:

An applicant applying for any one of the following Board of Adjustment applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

TYPE OF APPLICATION	APPLICATION FEE
Administrative Decision Appeal	\$1,000
Variance	\$1,000
Exception (Marina Siting Only)	\$1,000

Section 2: Building Permits and Developer Fees

TABLING AND/OR REHEARING:

The following fees are established for an applicant initiating tabling and/or re-hearing of an application at City Council, Local Planning Agency (LPA), Board of Adjustment (BOA), or Technical Review Team (TRT). The applicant is responsible for paying to the City administrative expenses, cost recovery for the use of outside consultant by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

TYPE OF HEARING	FEE
City Council	\$500
Local Planning Agency (LPA)	\$500
Board of Adjustments	\$500
Technical Review Team	\$500

MISCELLANEOUS APPLICATIONS, FEES, & LETTERS:

TYPE OF APPLICATION, FEE, OR LETTER	FEE (Per Application or Letter)
Alcohol Licenses	\$100
Zoning Compliance Letter	\$100
FDEP Review Letter	\$100
Re-Addressing for Convenience	\$500
Home Occupation	\$55-
White Sands Compliance Inspection	\$100
Each re-inspection due to failure of a previous inspection	\$150
Dog Friendly Dining	\$500
Conditional Use	\$1,500
Home Solicitation Sales	\$55
Change of Use Application Fee - Commercial	\$500
Change of Use Application Fee - Short Term Rental	\$2000
Change of Use Application Fee — Home Occupation	\$50-
Change of Use Application Fee — Mobile Vender	\$25 per location-
Parking Agreement Review	\$500
White Sands Review	\$100
Street Name Change	\$500
<i>Special Beach Event Permit - Residential</i>	<i>\$250</i>
<i>Special Beach Event Permit - Commercial</i>	<i>\$500</i>
<i>Outside Consulting Fee</i>	<i>10% of invoice or \$200 whichever is less</i>

324xxx IMPACT FEES

Fees charged to developers at the time of development for construction of facilities to serve the development site. Impact fees are based on the Impact fee study performed in 2007.

Code Reference: Land Development Code

Responsible Department: Community Development Department

324110 IMPACT FEES - PUBLIC SAFETY- RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$9
Residential, 500—749 sq. ft.	Dwelling	\$11
Residential, 750—999 sq. ft.	Dwelling	\$13
Residential, 1,000—1,499 sq. ft.	Dwelling	\$16
Residential, 1,500—1,999 sq. ft.	Dwelling	\$19
Residential, 2,000—2,999 sq. ft.	Dwelling	\$23
Residential, 3,000—3,999 sq. ft.	Dwelling	\$27
Residential, 4,000 sq. ft or more	Dwelling	\$31
Mobile home/RV park	Pad	\$21
Hotel/Motel	Room	\$11

324120 IMPACT FEES - PUBLIC SAFETY – COMMERCIAL

Land Use Type	Unit	Fee
Retail/commercial	1,000 sq. ft.	\$31
Office	1,000 sq. ft.	\$18
Industrial	1,000 sq. ft.	\$11
Warehouse	1,000 sq. ft.	\$11
Church/Synagogue	1,000 sq. ft.	\$11
School/college	1,000 sq. ft.	\$11
Hospital	1,000 sq. ft.	\$11
Nursing home	1,000 sq. ft.	\$11
Other institutional	1,000 sq. ft.	\$11

324210 IMPACT FEES - PHYSICAL ENVIRONMENT – RESIDENTIAL

The Net Positive Environmental Benefit Impact Fee is 25% of the cost of construction for all marinas, docks, piers or other similar development within the Destin harbor and canals adjacent to the Destin Harbor.

324220 IMPACT FEES - PHYSICAL ENVIRONMENT - COMMERCIAL

The Net Positive Environmental Benefit Impact Fee is 25% of the cost of construction for all marinas, docks, piers or other similar development within the Destin harbor and canals adjacent to the Destin Harbor.

3243X0 IMPACT FEES – TRANSPORTATION

These Fees help the city address development impacts on transportation to include traffic, roads, sidewalks, streetlights, and parking.

324310 IMPACT FEES - TRANSPORTATION - RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$583
Residential, 500—749 sq. ft.	Dwelling	\$724
Residential, 750—999 sq. ft.	Dwelling	\$855
Residential, 1,000—1,499 sq. ft.	Dwelling	\$1,016
Residential, 1,500—1,999 sq. ft.	Dwelling	\$1,198
Residential, 2,000—2,999 sq. ft.	Dwelling	\$1,425

Section 2: Building Permits and Developer Fees

Residential, 3,000—3,999 sq. ft.	Dwelling	\$1,677
Residential, 4,000 sq. ft or more	Dwelling	\$1,896
Mobile home/RV park	Pad	\$780
Hotel/Motel	Room	\$981

324320 IMPACT FEES - TRANSPORTATION - COMMERCIAL

Land Use Type	Unit	Fee
Retail/shopping center	1,000 sq. ft.	\$1,752
Discount Superstore	1,000 sq. ft.	\$2,242
Bank, Walk-in	1,000 sq. ft.	\$2,043
Bank, Drive-in	1,000 sq. ft.	\$3,205
Supermarket	1,000 sq. ft.	\$3,298
Convenience market	1,000 sq. ft.	\$4,216
Golf Course	Acre	\$548
Marina	Berth	\$321
Racquet/Health Club	1,000 sq. ft.	\$3,584
Restaurant, Fast Food	1,000 sq. ft.	\$4,638
Restaurant, High Turnover	1,000 sq. ft.	\$4,464
Restaurant, Sit-Down	1,000 sq. ft.	\$3,244
Service Station	Fuel Position	\$1,030
Office, General	1,000 sq. ft.	\$1,404
Hospital	1,000 sq. ft.	\$2,262
Nursing Home	1,000 sq. ft.	\$786
Church/Synagogue	1,000 sq. ft.	\$883
School/College	1,000 sq. ft.	\$354
Day Care Center	1,000 sq. ft.	\$2,048
Other Institutional	1,000 sq. ft.	\$1,404
General Light Industrial	1,000 sq. ft.	\$888
Warehouse/Storage	1,000 sq. ft.	\$632
Mini-warehouse	1,000 sq. ft.	\$319

324610 IMPACT FEES - LIBRARY - RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$62
Residential, 500—749 sq. ft.	Dwelling	\$78
Residential, 750—999 sq. ft.	Dwelling	\$93
Residential, 1,000—1,499 sq. ft.	Dwelling	\$112
Residential, 1,500—1,999 sq. ft.	Dwelling	\$133
Residential, 2,000—2,999 sq. ft.	Dwelling	\$160
Residential, 3,000—3,999 sq. ft.	Dwelling	\$190
Residential, 4,000 sq. ft or more	Dwelling	\$217
Mobile home/RV park	Pad	\$149
Hotel/Motel	Room	\$0

Section 2: Building Permits and Developer Fees

324620 IMPACT FEES - LIBRARY - COMMERCIAL

No Library Impact Fees are assessed for Commercial Development

324611 IMPACT FEES – RESIDENTIAL – PARKS

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$186
Residential, 500—749 sq. ft.	Dwelling	\$235
Residential, 750—999 sq. ft.	Dwelling	\$279
Residential, 1,000—1,499 sq. ft.	Dwelling	\$335
Residential, 1,500—1,999 sq. ft.	Dwelling	\$399
Residential, 2,000—2,999 sq. ft.	Dwelling	\$479
Residential, 3,000—3,999 sq. ft.	Dwelling	\$570
Residential, 4,000 sq. ft or more	Dwelling	\$649
Mobile home/RV park	Pad	\$447
Hotel/Motel	Room	\$243

324621 IMPACT FEES – COMMERCIAL – PARKS

No Parks Impact Fees are assessed for Commercial Development

341920 ENGINEERING FEES

The Land Development Code provides that City Council will establish and collect certain fees for engineering services.

Code Reference: Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Department: Community Development Department/Engineering Division

Development Order Review Fees:

TYPE OF APPLICATION:	E&S Review Fee	Engineering Review Fee	Floodplain Review Fee	Re-Review Fee
MAJOR DEVELOPMENT or DEVIATION	\$200	\$200	\$25	\$100
MINOR DEVELOPMENT or DEVIATION	\$100	\$100	\$25	\$50
SIMPLE DEVIATION	\$100	\$100	\$25	\$50

341940 MARINE APPLICATION FEES

The collection of residential and commercial application fees is for review by the Harbor Board and Staff. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: 11.05 Code of Ordinance

Responsible Department: Community Development/Planning Division

	Fee (Per Application or Letter)
RESIDENTIAL	\$250
COMMERCIAL	\$1000

Net Positive environment Benefit (NPEB) is 25% of the cost of construction for all work performed in the Destin Harbor.

341911 MAPS & PUBLICATIONS

Monies collected for providing copies, to include but not limited to, maps, plats and documents.

Responsible Department: Public Services/City Manager's Office (GIS)

Standard data fees: \$3.10 / standard CD
 \$13.40 / standard aerial DVD
 \$13 / Aerial DVD

- Standard CD types are base vectors and aerial rasters. (Land use vectors available in future.)
- Base vector CD includes roads, water, 7.5-minute quads, quarter-quads, fire stations, city government buildings, libraries, parks, police stations, schools, flood zones, category storm surge, county border, city limits, zoning, future land use, community redevelopment agencies/areas, building footprints, digital elevations & aerial index.
- For parcels, contact Okaloosa County at 850-651-7958.
- In the future, free copies of standard CDs will be given quarterly to public library.
- Standard DVD types are base vectors and aerial rasters.
- Base vector DVD includes same layers as a Standard CD in un-zipped format.
- Aerial Raster DVD has same capacity as (3) CD's.

Standard Map Fees per page		
Size	Sparse Shading	Dense Shading
8.5 x 11 A	\$2.60	\$5.15
8.5 x 14	\$2.60	\$5.15
11 x 17 B	\$5.15	\$10.30
13 x 19	\$5.15	\$10.30
17 x 24 C	\$10.30	\$15.45
24 x 36 D	\$15.45	\$25.75
34 x 44 E	\$25.75	\$36.05

The above fees are based on map type, ink shading, and printing time, and color-copy fees at local company for small densely shaded maps. A map with over 25% of page shaded with solid ink is considered densely shaded. Custom requests are considered case by case with additional costs. Cost agreement may be in writing. Fulfilled only if costs are agreed upon, time is permitting, and media is practical. Includes but is not limited to:

- Any creation of new data.
- Any modification to existing data and maps.
- Any non-standard media (other than inkjet paper and CD's).
- Any non-standard format such as AutoCAD.dxf

Custom fees: \$22.65 / hour staff rate (calculated in 15-min increments, no charge for first 15 min), plus media.
 \$3.10 / 650mb CD media, \$13.40 DVD media.

Section 3 Licenses and Permits: Business Tax Receipts (aka business licenses), Rental Registration (LTR/STR), Livery Permits, Vendor Permits, Marine Application Fees, Code Violations

316000 Local Business Taxes (aka Business Tax Receipts aka BTRs)

Fees levied by the City on all businesses, trades, and professions operating with the City or transacting business in interstate commerce where such tax is not prohibited by Sec. 8, Article 1 of the United States Constitution.

Local Business Tax Receipts are invoiced in July and due on October 1 each year. They expire September 30 the succeeding year. A Business Tax Receipt may be transferred to a new owner upon payment of a transfer fee and presentation of evidence of the sale and the original BTR. Receipt holders must comply with all applicable codes of the City and County, including building, fire, and health codes and zoning laws. Fees renewed after ~~October 14~~ September 30 are subject to up to 25% in penalties.

Code Reference: F.S. Chapter 166.201, 205.042, 205.043, 205.053, Sec. 13-40 Code of Ordinances

Responsible Department: Community Development/Building Division

1. Charter boats: All charter boat or fare-carrying boat businesses shall pay a per boat base fee plus a per passenger fee based upon Coast Guard certified passenger capacity.

Charter boats, per boat base	\$50 100 per boat
Charter boats, per passenger fee	\$1.25 per passenger

2. Coin-operated machines: All businesses or activities utilizing coin-operated machines, except pay telephones, shall pay a BTR 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.

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, skeet ball, juke boxes, etc. Laundry machines include washers, hot air dryers and dry-cleaning machines.

Amusement machines, per machine	\$10
1 to 10 vending machines	\$50 62.50
11 to 25 vending machines	\$125.00
26 or more vending machines	\$187.50
1 to 25 coin-operated washing machines and dryers	\$62.50
26 to 50 coin-operated washing machines and dryers	\$125.00
51 or more coin-operated washing machines and dryers	\$187.50

Section 3: Business Licenses and Permits

3. Commercial fishing: Net boats, long line and all other commercial non-charter fishing businesses which sell seafood for profit, either retail or wholesale, shall pay a fee based upon the greatest number of vessels.

First boat	\$100.00
Each additional boat	\$50.00

4. Contractors and subcontractors: The classifications below are as defined in Florida Statutes Section 489.105.

General contractor	\$187.50
Building contractor	\$200.00
Residential, sheet metal, roofing, electrical, class A air conditioning, mechanical, plumbing, and commercial swimming pool contractors and subcontractors	\$150.00
Class B air conditioning and residential swimming pool contractors and subcontractors	\$100.00
Class C air conditioning and swimming pool service contractors or subcontractors	\$100.00
Handymen and similar craftsmen	\$50.00
All other contractors and subcontractors not listed herein	\$100.00

5. Food and beverage establishments:

Restaurants, cafes, snack bars, dining rooms, lounges, taverns, nightclubs and the like, whether operating in conjunction with some other line of business or not, base minimum plus per seat	\$100.00 min \$1.25 per seat
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 beverages	\$100.00

6. Gasoline stations (including marinas). The annual BT 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/vessels	\$62.50
5 to 10 vehicles/vessels	\$125.00
11 to 15 vehicles/vessels	\$187.50
16 or more vehicles/vessels	\$250.00

7. Insurance:

Each insurance company writing any class of insurance upon any person or property residing or located within the city	\$100.00
Insurance agent or firm doing such business as agent or other representative of insurance company or companies, for each place of business	\$200.00

Section 3: Business Licenses and Permits

Each traveling or itinerant insurance agent or solicitor, soliciting business within the city	\$200.00
Insurance solicitors employed by, or representing, insurance agents who have an annual license as provided by this section	\$100.00

8. Leisure rentals: Businesses renting boats, yachts, jet skis, beach equipment, sailboats, motorcycles, mopeds, bicycles, or other similar equipment shall pay a BT 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 BT receipt. The business owner or manager shall be responsible for making copies of the issued receipt, with a copy of said license to be distributed to each location site.

1 to 10 units	\$62.50
11 to 20 units	\$125.00
21 to 30 units	\$187.50
31 or more units	\$100.00

9. 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	\$65.50	\$62.50
4 to 10	\$125.00	\$62.50
11 to 20	\$187.50	\$93.75
21 to 40	\$250.00	\$125.00
41 to 60	\$312.50	\$156.25
61 or more	\$375.00	\$187.50

10. 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 receipt rather than one (1) receipt 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 application, and 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 BTR and shall post the issued BTR in a conspicuous place in the office in which the professional conducts business activities.

Class 1: Accountants/certified public accountants, architects, attorneys, chiropractors, dentists, engineers, medical doctors, opticians, optometrists, psychiatrists, psychologists, surveyors, and veterinarians	\$225.00
Class 2: Real estate brokers and stockbrokers	\$200.00
Class 3: Real estate agents, barbers, beauticians, cosmetologists, electrologists, and others not referenced in class 1, class 2, or in the insurance category (item 7 above)	\$50.00

Section 3: Business Licenses and Permits

11. 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 BTR. The business owner or manager shall post the issued BTR in a conspicuous place in the office which manages the rental units.

1 to 4 units	\$31.25
5 to 10 units	\$62.50
11 to 50 units	\$125.00
51 to 100 units	\$250.00
101 to 200 units	\$375.00
201 to 500 units	\$500.00
501 or more units	\$625.00
Mini-warehouse storage facilities	\$300.00

12. 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 BTR stating the greatest number of individuals employed during any twenty-four-hour period during the preceding business tax year. The City Manager or his designee shall be supplied proof of the number of employees upon demand.

1 to 5 employees	\$62.50
6 to 20 employees	\$125.00
21 to 50 employees	\$187.50
50 or more employees	\$250.00

13. Taxicabs, limousines, buses, private ambulances, courtesy cars, delivery cars, etc.: The annual BTR fee shall be a per-unit charge.

Taxicabs, per unit	\$62.50
Limousines, per unit	\$125.00
Buses: up to 40 passengers, per unit	\$187.50
Buses: 41 or more passengers, per unit	\$250.00
Courtesy/delivery cars, private ambulances, per unit	\$62.50

Section 3: Business Licenses and Permits

14. Theaters: Annual BTR fees will be based upon seating capacity.

1 to 30 seats	\$62.50
31 to 100 seats	\$125.00
101 to 300 seats	\$187.50
301 to 500 seats	\$250.00
501 to 750 seats	\$312.50
751 or more seats	\$375.00

15. Miscellaneous.

Any business activity not listed	\$300.00
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OTHER PERMITS AND LICENSES

329500 Rental Registration

The collection of administrative fees for the processing of applications for long- and short-term rental according to the following schedule: NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Chapter 13, Code of Ordinance Article 6 and Article 7

Responsible Department: Code Compliance Department

Long-term Rentals:

The registration is valid May 1st to May 1st.

Rental Unit	\$50
Multiple rental units (i.e., apartment complex) located on one single parcel with onsite property management	\$50 Single Registration fee Via the onsite property management
Multiple rental units not located on one single parcel and no available onsite property management	\$50 Per Unit
Late Fee (after June 1 st)	\$50 After July 1st

Short-term Rentals:

Rental unit is a single-family dwelling unit as defined in Chapter 13, Code of Ordinance. The total fee may include an administrative (paper application) fee of \$25, a reapplication fee of \$25, in addition to the rental registration fee based upon building total area square footage (as per Okaloosa Property Appraiser Building File data) as follows:

Up to 2499 square feet (TOTAL SQUARE FOOTAGE)	\$500
2500-4999 square feet	\$600
5000+ square feet	\$700

Section 3: Business Licenses and Permits

Additional short-term rental fees that may apply:

Administrative Fee (Paper Application)	\$25
Late Fee after March 31 st	\$100
Late Fee after June 1 st	\$500

329400 Livery Vessel Permitting

The Land Development Code provides that City Council will establish and collect fees for the issuance of Livery Vessel Permits. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Ordinance 17-02-CC

Responsible Department: Code Compliance Development

Livery Vessel Permit Fee	\$100 Per Vessel
Late Fee, per vessel After March 1 st of every calendar year	\$25

329504 Beach Management Vendor Permits

The Land Development Code provides that City Council will establish and collect fees for the issuance of Beach Vendor Permits. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: LDC 11.08.03

Responsible Department: Code Compliance Department

Wheeled Vehicle Permit, per vehicle	\$50
Beach Vendor Permit, per location	\$150
Late Fee, per location	\$25

329508 Sexually Oriented Business License

Ordinance 09-06-LC provides that City Council will establish and collect fees for the issuance of annual licenses for purposes of ensuring compliance with certain regulations. All licenses shall expire on September 30th of each year unless otherwise suspended or revoked. Applications for renewal shall be made at least 20 days before the expiration of the license. The fines for operating a sexually oriented business without business and employee licenses may be \$250 to \$500 and/or jail for a period not to exceed sixty days for each violation day.

Code Reference: Ordinance 09-06-LC

Responsible Department: Code Compliance Department

Initial Application Fee, per business	\$250
Annual Renewal Fee, per business	\$100
Initial Application Fee, per employee	\$50
Each Additional License, per employee	\$20
Annual Renewal Fee, per employee	\$50
Annual Renewal of each additional license per employee	\$10

354100 Code Violation Fines

These are fines assessed by the Code Board for non-compliance of violations. In the case of a first violation, the code enforcement board may order the violator to pay a fine not to exceed two hundred fifty dollars (\$250.00) for each day the violation continues past the date set by the board's order for compliance.

In cases where the code enforcement board has found that a repeat violation has been committed, the board may order the violator to pay a fine not to exceed five hundred dollars (\$500.00) for each day the repeat violation continues beginning with the date the repeat violation is found to have occurred by the code inspector.

Code Reference: Chapter 14 of the Code Ordinances, Section 14-81.

Responsible Department: Code Compliance Department

Special Magistrate

The Code of Ordinances provides that City Council will establish and collect fees for the prosecution of cases heard before the Special Magistrate.

Administrative Fee: \$500.00

Code Reference: Code of Ordinance Section 14-81

Responsible Department: Code Compliance Department

Section 4 Miscellaneous: Parking Fees and Fines, Clerk's Office, Cemetery, Election Qualifying Fees, NSF returned check fee

344500 PARKING FACILITIES USER FEES

Harbor District: North of highway 98, the Marler, Community Center, and Zerbe parking lot fees are \$20 for up to 24 hours.

Beach Zones: Parking in the beach zones south of Highway 98 is \$15.00 for four (5) hours.

No parking is allowed between 11pm and 3am in the parking lots nor in the Beach Zones.

Code Reference: Resolutions 19-05

Responsible Department: Code Compliance Department

354300 PARKING FINES

Payments collected from parking fines related to parking issues throughout the City limits.

Parking Lot Fines in following areas: Marler, Zerbe, Community Center, Beach paid parking zones \$100

Other parking infractions \$100

Responsible Department: Code Compliance Department

351000 TRAFFIC FINES

A police officer may issue a ticket for any moving violation as set forth in the provision of the Code of Ordinances.

Code Reference: Florida Statutes 34.191; 142.03; 316.660; 318.21

Responsible Department: Community Development

341930 ELECTION QUALIFYING FEES

Elections for candidates running for office in accordance with the City's charter, Section 5.03 Qualifications.

"Candidates for the offices of City Council member and Mayor shall qualify for such office by the filing of a written notice of candidacy with the designated city official, by the payment of any applicable qualifying fee at such time and in such manner as may be prescribed by ordinance." For the March 2004 election was \$25 per candidate.

Code Reference: City Charter Section 5.03

Responsible Department: City Clerk's Office

364200 CEMETERY LOT SALES.

The City Code provides for City ownership and operation of cemeteries. The City has separate fees for both residents and non-residents.

Code Reference: Resolution 23-05

Responsible Department: City Clerk's Office

	RESIDENTS	
BURIAL LOT, EACH	1,350	
DISINTERMENT FEE	\$257	
MAUSOLEUM NICHE	\$618	
SEA MEMORIAL ENGRAVING	\$200 per visit	
WEEKEND/HOLIDAY GRAVE MARKING	\$77	

341900 PUBLIC RECORDS DUPLICATION

Note: The City of Destin will expect/exclude all governmental agencies from photocopying and/or duplicating charges. This policy applies to federal, state, county, or municipal governments, their agencies, and divisions. All other exceptions are at the discretion of the City Manager.

COPIES, CERTIFIED COPY	\$1 PER PAGE + PHOTOCOPY CHARGE
COPIES, COMPUTER DISC	\$6 PER DISC
FAXED (LOCAL)	\$0.10 PER PAGE
FAXED (LONG DISTANCE)	\$0.30 FLAT RATE + PHOTOCOPY CHARGE
PHOTOCOPIES, AERIAL (LARGE-36"x60")	\$10 PER PAGE
PHOTOCOPIES, AERIAL (SMALL- 24"x 36")	\$5 PER PAGE
SITE PLAN Copies (36" x 24")	\$2 PER PAGE
PHOTOCOPIES, DUPLEXED	\$0.20 PER PAGE
PHOTOCOPIES, ONE-SIDED	\$0.15 PER PAGE
SPECIAL SERVICE CHARGE	\$24 PER HOUR OR \$4 PER TEN MINUTE INCREMENT

**FAXED COPIES LIMITED TO 25 PAGES OR LESS AND 8.5"x14"

Adopted August 05, 2019

Revisions approved at June 15, 2020 Regular Council Meeting

Revisions approved at the September 7, 2021 Regular Council Meeting

Code Reference: Resolution 19-11; Resolution 20-13; Resolution 21-11

369000 NSF and returned check fee

The fee for returned checks paying for any City service, user fee, permit, license or payment of fines is \$30 or 10% of check amount, whichever is greater.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 2, 2023**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.B.**TO:** City Council**THRU:** Lance Johnson, City Manager**FROM:** Wen Livingston, Library Director**DATE:** 9/25/23**SUBJECT:** 2024 Okaloosa County Public Library Cooperative Interlocal Agreement

I. BACKGROUND: The current Okaloosa County Public Library Cooperative (OCPLC) Interlocal Agreement will expire on December 31, 2023. It is now time to execute a new agreement that stipulates the amount of funding Okaloosa County will pay in FY2024 to extend municipal library services to all residents of Okaloosa County.

II. DISCUSSION:

The OCPLC governing board has approved the attached Interlocal agreement to bring before each Member's City Council for approval.

The Okaloosa County Board of Commissioners has approved a minimum of \$813,276 for library services in FY2024. \$589,876 is disbursed to the six-member libraries, and, at a minimum, \$223,400 is budgeted for the cooperative office's shared services and administrative support functions. Each Member City will have funds disbursed according to the funding formula guidelines stipulated in the Interlocal Agreement.

A. Link to Strategic Goals / Objectives: Enhanced quality of life and safety for families

B. Effect on Budget (EOB): Okaloosa County will provide the City of Destin with an operating grant of \$77,513 to help the General Fund support library operations.

C. Level of Service (LOS): The Destin Library's level of service to the community is enriched by the County's contribution, which increases its purchasing power for materials and services provided to patrons.

D. Legislative Sponsor:

III. CONCLUSION: The OCPLC Interlocal Agreement allows us to provide excellent library services to City and County residents.

IV. RECOMMENDED MOTION: I recommend the City Council approve and authorize Mayor Bobby Wagner to sign the resolution and the new OCPLC Interlocal Agreement.

Attachments:

1. 2024 Library Interlocal Agreement
2. 2024 RESOLUTION 23-23 interlocal

Okaloosa County Public Library Cooperative 2023-2024 Interlocal Agreement

This Interlocal Agreement ("Agreement") is entered into among Okaloosa County, hereinafter referred to as the "County," and the municipalities of Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, and Valparaiso, hereinafter referred to as "Participating Municipalities," each a municipal corporation located in Okaloosa County, Florida.

WHEREAS, ~~Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs,~~ Section 163.01, Florida Statutes, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and,

WHEREAS, ~~Chapter 125, Florida Statutes, sub~~Section 125.01(f), Florida Statutes, authorizes the County to provide libraries and cultural facilities and programs; and,

WHEREAS, ~~Chapter 166, Florida Statutes, sub~~Section 166.021(1), Florida Statutes, authorizes municipalities to render municipal services, and exercise any power for municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and,

WHEREAS, the County and the Participating Municipalities desire to cooperate in a countywide agreement to provide public library services without charge in Okaloosa County; and,

WHEREAS, the County is an eligible political subdivision under Chapter-Section 257.17, Florida Statutes, that can participate in the State Aid to Libraries Program and is designated as the single administrative unit that can designate a governing body for countywide library service.

NOW, **THEREFORE,** the parties agree as follows:

1. PURPOSE: The County and Participating Municipalities agree to cooperate, pursuant to the terms of this Interlocal Agreement, in the operation of a countywide public library cooperative in Okaloosa County. In particular, it is the express purpose of the Agreement to provide for the coordination of library service throughout the legal service area of the COOPERATIVE; to provide for equal access to free (without charge) public library service in the Cooperative service area; and to formulate and implement consistent plans, programs, policies and procedures in the operation, maintenance and development of library service throughout the legal service areas of the participating entities.
2. DEFINITIONS:
 - a) "Cooperative" shall mean the Okaloosa County Public Library Cooperative.

- b) "Cooperative Coordinator" shall mean the employee of the Okaloosa County Public Library Governing Board who administers Cooperative headquarters and coordinates Cooperative activities and who meets the requirements and carries out the duties of the single administrative head as defined in 1B-2.011(3)(d), Florida Administrative Code.
 - c) "County" shall mean Okaloosa County, a political subdivision of the State of Florida.
 - d) "Crestview" shall mean the City of Crestview, a municipal corporation located in Okaloosa County, FL, that operates the Robert L. F. Sikes Public Library.
 - e) "Destin" shall mean the City of Destin, a municipal corporation located in Okaloosa County, FL, that operates the Destin Library.
 - f) "Directors Council" shall mean a council whose membership will include the library director of each participating library and other appointments as outlined in the Library Cooperative Bylaws.
 - g) "Fiscal Year" shall mean budget year October 1-September 30.
 - h) "Fixed Assets" is defined by the county as all property with value of \$1,000 or more purchased under the equipment control account, as amended from time to time. Fixed Assets shall be in accordance with Board directives, Florida Statutes, and the Rules of the Auditor General.
 - i) "Fort Walton Beach" shall mean the City of Fort Walton Beach, a municipal corporation located in Okaloosa County, FL, that operates the Fort Walton Beach City Library.
 - j) "Governing Board" shall mean the governing body of the Okaloosa County Public Library Cooperative as empowered pursuant to the Agreement.
 - k) "Mary Esther" shall mean the City of Mary Esther, a municipal corporation located in Okaloosa County, FL, that operates the Mary Esther Public Library.
 - l) "Niceville" shall mean the City of Niceville, a municipal corporation located in Okaloosa County, FL, that operates the Niceville Public Library.
 - m) "Participating Governing Body" shall mean the governing body of Okaloosa County, the governing bodies responsible for the decision and policy making activities of Participating Libraries and the governing bodies of Participating Municipalities without Libraries.
 - n) "Participating Library" shall mean any of the libraries or library services located within Okaloosa County that have entered into this Agreement.
 - o) "Service Area" shall mean all eligible residents of Okaloosa County
 - p) "Valparaiso" shall mean the City of Valparaiso, a municipal corporation located in Okaloosa County, FL, that operates the Valparaiso Community Library.
3. This Agreement shall constitute the entire agreement of parties hereto and of the Okaloosa County Public Library Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest, in accordance with its terms. Modifications or amendments of the Agreement shall be binding and valid when submitted in writing and approved by each Participating Governing Body and by the Governing Board, and executed on behalf of each Participating Governing Body and the Governing Board.
4. TERMS: The term of this Agreement shall commence and be effective on the date the last party signs the agreement or by January 1, 2023-2024 whichever comes first, and shall end

or be renewed December 31, ~~2023-2024~~ unless terminated in accordance with the provisions of the Agreement or unless extended by supplemental Agreement subject to renewal and revision. Recognizing the Agreement crosses two fiscal years (~~FY2023—FY2024~~ and ~~FY2024FY2025~~) but monetary allocation is distributed in ~~FY2023FY2024~~, the allocation for ~~FY2024-FY2025~~ will be based upon future appropriation by Okaloosa County Board of County Commissioners.

5. WITHDRAWAL AND TERMINATION: Any Participating Governing Body may withdraw from the Cooperative established by the Agreement, and thereby terminate its rights and responsibilities under the Agreement. Section 7 defines Dispensation of Property and Equipment. The termination and withdrawal shall be effective on the next succeeding December 31, and shall be accomplished by the giving of written notice of the withdrawal and termination to the Governing Board and to each Participating Governing Body on or before August 1 prior to the December 31 effective date of termination.

6. ADDITION OF NEW MEMBERS:

a) Libraries: Any library within Okaloosa County may become a party to the Agreement and a member of the Okaloosa County Public Library Cooperative that meets the following minimum standards.

- (1) Be administered by a governing board responsible for the decision and policy making activities of the Participating Library.
- (2) Be an established library with the physical facilities to securely house a library collection.
- (3) Have an annual budget of at least \$40,000 as verified by the latest independent audit report and a continuous source of funding.
- (4) Submit a letter of intent for formal membership to the Okaloosa County Public Library Cooperative Governing Board prior to May 1 of the current fiscal year and obtain approval by each Participating Governing Body and execution and delivery of a counterpart original of the Agreement (as then in force), prior to August 1 of the current fiscal year.

b) Upon satisfaction of these conditions, the proposed new Participating Library shall become a party to the Agreement and a member of the Okaloosa County Public Library Cooperative effective the next succeeding January 1, subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the Participating Libraries under the Agreement.

7. DISPENSATION OF PROPERTY AND EQUIPMENT: Upon withdrawal or termination of the Agreement by any Participating Library (whether early termination or otherwise), all real property and equipment classified as fixed assets, defined in this agreement, purchased with federal funds by the Cooperative belongs to the Okaloosa County Public Library Cooperative and reverts to the Florida Department of State, Division of Library and Information Services (State Library) if the Cooperative ceases to exist. That library will be given a copy of its Marc Records in its current format at the time of termination. If the terminating library requests its records to be expunged from the Cooperative database, it will be done at the terminating

library's expense. Materials and equipment purchased with local or grant funds other than federal Library Services and Technology Act grant funds, whether funds of a municipality or the County, shall remain the property of the Participating Library for which they were purchased, except in the case of any subsequent agreement or amendment to this Agreement.

8. **GOVERNING BOARD:** The name of the Governing Board shall be Okaloosa County Public Library Cooperative Board hereinafter called the Governing Board. Each Participating Governing Body that operates a Participating Library shall appoint one member to the Governing Board; the County shall appoint one member to represent the unincorporated area of the county. Appointed representatives must be publicly elected officials with voting privileges in their respective municipal governances. Each Participating Governing Body shall designate at least one alternate representative to act on its behalf during any absence. The office of Chair shall be assigned to the member representing the County. The Cooperative Coordinator shall be the staff liaison to the board. Board members will not be paid a salary or wages, but may be reimbursed for travel and per diem expenses in accordance with section 112.061, Florida Statutes. The Governing Board serves as the governing body for the Library Cooperative and has the following powers, duties and responsibilities:

- a) Managing the affairs of the Cooperative.
- b) Bylaws will be established by the Governing Board.
- c) There will be six or more open public meetings a year of the Governing Board.
- d) Adopt a long-range plan and annual plans of service which are developed by the Cooperative Coordinator and the Library Directors' Council to describe goals, objectives and activities of the Participating Libraries and the Participating Governing Bodies.
- e) Receive and disburse funds from the County, from state and federal grant sources, and from private donations, foundations, or other sources.
- f) Contract with the County to provide essential support services for the Library Cooperative.
- g) Contract for services consistent with the Cooperative's Long-Range Plan and Annual Plans of Service.
- h) Adopt and maintain a position description for and hire a Cooperative Coordinator through the established policies and procedures of the County.

9. **STAFFING:** The Cooperative Coordinator shall be hired by the County and shall have the following minimal qualifications: a Master's degree in Library Science from an American Library Association accredited university or college followed by two years of successful, full-time paid library experience in a public library open at least 40 hours a week. Cooperative staff members are employees of Okaloosa County, and their compensation and benefits will be in accordance with County policy. The staff position of Library Administrative Specialist provides marketing, technology and training support to member libraries, maintains the OCPLC office, and assists the Coordinator in activities as directed. The Cooperative Coordinator, under the supervision of the Board, shall interview, select, supervise and recommend discharge of staff for the office of the Cooperative in accordance within

established County policies. All paid staff of the Participating Libraries shall remain employees of the Participating Governing Bodies that operate each library and the Participating Governing Bodies shall retain all rights, responsibilities and powers associated with employment of staff.

10. **POWERS, DUTIES AND RESPONSIBILITIES OF THE COOPERATIVE COORDINATOR:** The Coordinator shall be accountable to the Board for overall administration of the Cooperative and implementation of policies, procedures and programs, as determined by the Board. The following activities, as a minimum, shall be carried out by the Coordinator for all Participating Libraries under the plans, policies, and budgets adopted by the Cooperative Governing Board, and they may not be delegated through Interlocal agreements or any other service agreements: coordinate development of a single long-range plan for the Cooperative; coordinate development of a single annual plan of service; compile an annual combined expenditure report for application for State Aid by OCPLC, combining all Participating Libraries' expenditures, and the Cooperative's expenditures including any state or federal grants; implement the Cooperative long-range plan, annual plan of service, and annual budget; and prepare reports on behalf of the Cooperative and Participating Libraries as required by the Florida Department of State, Division of Library and Information Services.
11. **LIBRARY DIRECTORS' COUNCIL:** The Council will advise the Cooperative Governing Board on services, plans and policies for the Cooperative. The Council membership will include the library director of each participating library, the Cooperative Coordinator, and other appointments as deemed necessary by the Governing Board. The Council will hold at a minimum, one meeting per month, except in December.
12. **STRATEGIC AND ANNUAL PLAN:** The Cooperative Coordinator shall coordinate development and implementation of a strategic plan for the operation, maintenance and development of library services to the residents of the Cooperative Service Area. The strategic plan shall be developed in coordination with the Cooperative's Governing Board, the participating governing bodies, residents of the Service Area, and the Library Directors' Council. The plan shall be adopted by the Cooperative Governing Board and be maintained through a yearly update by the Cooperative Coordinator in coordination with the aforementioned parties. All authority with respect to funding of the strategic plan and of any other library program or expenditure from Participating Library Governing Body funds shall lie solely with that Participating Library Governing Body.
13. **ANNUAL BUDGET:** The budget shall be developed along a fiscal year beginning October 1 and ending September 30 each year. The Cooperative budget shall be developed by the Cooperative Coordinator and shall take into account funds received from the County, state and federal governmental sources, except state construction grants, and all other revenue sources received to provide library service. The budget shall be adopted by the Cooperative Governing Board.
14. **ACCEPTANCE OF GIFTS, GRANTS, FUNDS, OR BEQUESTS:** The Governing Board, on behalf of

the Cooperative, shall have the authority to apply for or receive gifts, grants, funds or bequests. The Board, through a Memorandum of Understanding (Appendix A), has designated the County as the fiscal agent to apply for or receive its funds from all sources. The Governing Board shall follow the standard operating procedure for grant applications as defined by the County. Municipalities shall retain the authority to apply for state construction grants and to receive gifts, funds or bequests intended for use solely at an individual Participating Library. All monies, property or funds granted to the Cooperative shall be the property of the Cooperative, subject to termination provisions as set forth in this Agreement. Any monies, property, or funds granted to municipalities for the benefit of a Participating Library shall remain the property of the Participating Library.

15. FISCAL RESPONSIBILITY: All funds administered by the Cooperative Coordinator shall be audited with the County's independent audit annually, which audit shall be prepared and presented to the Governing Board.

Upon request, the Cooperative Coordinator shall furnish to each Participating Governing Body, within thirty (30) days following the previous period a written quarterly report regarding the use and expenditure of funds under the control of the Cooperative. Reports shall include quarterly revenues by source and expenditures by object code, year-to-date expenditures by object code, and the balance for the fiscal year; form to be determined by the Cooperative. Upon request, the governing body of each Participating Library shall furnish to the Cooperative Coordinator, within thirty (30) days following the previous period, a written quarterly report regarding the use and expenditure of funds, as they relate to library functions, under the control of the Participating Governing Body. Reports shall include quarterly revenues by source and expenditures by object code, year-to-date expenditures by object code, and the balance for the fiscal year; form to be determined by the Cooperative.

16. APPROPRIATION OF PARTICIPATING MUNICIPALITY FUNDS: There is reserved to the Participating Municipalities the sole and exclusive discretion to determine the amount of annual appropriations from their own revenues and sources for the provision of library services. However, minimum support at the level of funding appropriated prior to entering the Cooperative is recommended for Participating Municipalities. Subject to that reservation, Participating Municipalities agree to expend funds using the Okaloosa County Public Library Cooperative Strategic Plan as a guide for library service development.

17. APPROPRIATION AND ALLOCATION OF OKALOOSA COUNTY FUNDS: The County shall provide at a minimum \$882,625,919,871 for the period beginning October 1, 2022-2023 and ending September 30, 2023-2024. The amount to be provided by the County will be determined by the approved county budget with the basic agreement being revised by amendment accordingly. The Cooperative's Governing Board shall disburse funds received by the County's allocation as follows:

- a) At a minimum \$315,437,329,995 of the monies allocated by the County shall be used for administrative operations and cooperative-level purchasing for members.
- b) At a minimum \$556,718,889,876 of the monies allocated by the County shall be distributed

to Participating Municipalities with Libraries according to the following guidelines and formula:

- Construction funds are expressly prohibited.
- Spending calculations and productivity statistics shall be based on those from two years prior to the allocation period.
- Spending shall mean total audited expenditures of a library.
- Percentages shall be derived from totaling statistics of the member municipal libraries.
 - (1) Thirty percent (30%) divided equally among participating municipalities with libraries
 - (2) Fifty percent (50%) based on productivity, which consists of circulation and transits lost.
 - (3) Ten percent (10%) based on funds expended through the library budget on personnel/staffing, which includes salary and benefits.
 - (4) Ten percent (10%) will be based on funds expended through the library budget on collection, which includes books, AV materials, databases, and periodicals.

Distribution shall be based on submittal of annual operating costs with descriptive codes in accordance with the state chart of accounts. Funds received by the Cooperative shall be disbursed within a reasonable time (not to exceed 90 days) after receipt. The disbursement formula shall be reviewed by the Governing Board for modifications deemed appropriate following review of data collected indicating the number of users for each library and/or use of each library's collection. Any change to the allocation formula will require a modification or amendment to this Agreement and execution by each Participating Governing Body.

In the event of a member library's unplanned closure and/ or significantly reduced services for at least one week of operation, the member's productivity statistics may be adjusted as follows:

- For a period of one week up to three weeks, calculate a weekly average based upon numbers from the previous or succeeding week in the same month.
- For a period exceeding three weeks, substitute the numbers from the previous year for the corresponding month(s).

A member library's request to adjust productivity statistics must be approved by the Governing Board.

In addition to the financial contribution of the County, it shall provide, as additional in-kind support of the Cooperative, the following:

- Fiber optic connectivity, network hosting and administration, firewall and security management, server management, Help Desk services, support of standardized equipment and software configurations, email addresses and network access for library staff.

- IT will maintain two networks for library operations, one for library staff use and one for public access at libraries that elect to use the county fiber optic network. Network and computer maintenance and administration as well as end-user assistance will be provided on the library staff network. Computers on the public access network provided by the county will be maintained by IT; assistance to end users on the public access network will not be provided by IT. In order to provide network support, member cities agree to allow access to maintained equipment on-site at the libraries.
 - Other technical requirements of the Cooperative, to include licensing fees, software fees, purchase of hardware, equipment and peripherals, remain the responsibility of the Cooperative and/or member libraries. Only equipment purchases or leases that are coordinated through IT will be eligible for support.
18. LIBRARY USE: Non-resident user fees will be waived for active duty military members and their dependents who are residents of Walton or Santa Rosa counties.
 19. TRAINING: Participating Libraries shall close their facilities on one weekday per year for Cooperative-wide staff training activities. The date for the training day will be determined each year by a consensus of the Library Directors' Council.
 20. ADDITIONAL RESPONSIBILITIES OF PARTICIPATING GOVERNING BODIES: Participating Governing Bodies shall abide by all state and federal laws, and specifically those relating to the provision of library services; Participating Governing Bodies shall retain local autonomy and control of the operations and functions of its participating library, except where Participating Governing Bodies have ceded authority to the Cooperative Governing Board through this agreement.
 21. SOVEREIGN IMMUNITY: The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of County's, Crestview's, Destin's, Fort Walton Beach's, Mary Esther's, Niceville's, or Valparaiso's rights and immunities under Florida Constitution, common law or [Florida Statutes Section 768.28](#), [Florida Statutes](#), as amended from time to time.
 22. INSURANCE: The Cooperative and Participating Governing Bodies shall provide, pay for, and maintain in force at all times during this Agreement insurance to cover its respective buildings, contents and vehicles, workers' compensation, liability and any other insurance required by law.
 23. MODIFICATION OF AGREEMENT: Modifications, amendments, or alteration of the terms or conditions contained herein shall be effective when submitted in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.
 24. NOTICE: All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by any party to the other, shall be

deemed to have fully given or made or sent when in writing and addressed to:

|

|

CITY OF CRESTVIEW

CITY MANAGER
City of Crestview
P. O. Box 1209
Crestview, FL. 32536

CITY OF MARY ESTHER

CITY MANAGER
City of Mary Esther
195 Christobal Road
Mary Esther, FL. 32569

CITY OF DESTIN

CITY MANAGER
City of Destin
4200 Indian Bayou Trail
Destin, FL. 32541

CITY OF NICEVILLE

CITY MANAGER
City of Niceville
212 Partin Drive
Niceville, FL. 32578

CITY OF FORT WALTON BEACH

CITY MANAGER
City of Fort Walton Beach
107 Miracle Strip Parkway
Fort Walton Beach, FL. 32549

OKALOOSA COUNTY

COUNTY ADMINISTRATOR
1250 N. Eglin Parkway
Suite 100
Shalimar, FL. 32579

CITY OF VALPARAISO

CITY CLERK
City of Valparaiso
465 Valparaiso Parkway
Valparaiso, FL. 32580

25. ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefore, and shall not invalidate the remaining provision.

26. GOVERNING LAW: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in Okaloosa County, Florida and nowhere else.

27. PUBLIC RECORDS: [All parties are subject to the public records law.](#) If any of the parties have questions regarding the application of Chapter 119, Florida Statutes, [regarding their to the contractor's](#) duty to provide public records relating to this [A](#)greement, contact the custodian of public records at Okaloosa County Risk Manager, 302 N. Wilson St., Crestview FL 32536; Phone: (850) 689-5977.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY OF CRESTVIEW

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, ~~2022~~2023

CITY OF DESTIN

ATTEST: _____

Title _____

(Title): _____ This ____ day of _____, ~~2022~~2023

CITY OF FORT WALTON BEACH

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, ~~2022~~2023

CITY OF MARY ESTHER

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, ~~2022~~2023

CITY OF NICEVILLE

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, ~~2022~~ 2023

CITY OF VALPARAISO

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, ~~2022~~ 2023

COOPERATIVE GOVERNING BOARD

ATTEST: _____

(Title): Vicky Stever, Coordinator, OCPLC

Nathan D. Boyles, Chairman

Okaloosa County Public Library Cooperative

This ____ day of _____, ~~2022~~2023

OKALOOSA COUNTY

ATTEST: _____

J. D. Peacock, II
Chairman

(Title): Clerk of Circuit Court

~~Mel Pender~~Robert A. "Trey" Goodwin III,

Board of County Commissioners

This ____ day of _____, ~~2022~~2023

Approved as to Form

Lynn M. Hoshihara, County Attorney

APPENDIX A

**CONTRACT# C12-1959-LIB
OKALOOSA LIBRARY COOPERATIVE
FISCAL AGENT MOU
EXPIRES: INDEFINITE**

Memorandum of Understanding (MOU)

between

The Okaloosa County Public Library Cooperative

and

The Board of County Commissioners of Okaloosa County, Florida

This is an agreement between The Okaloosa County Public Library Cooperative, hereinafter referred to as The Cooperative and the Board of County Commissioners of Okaloosa County, Florida, hereinafter referred to as The Board.

The purpose of this MOU is to identify The Board as the fiscal agent for The Cooperative and to grant them the authority to receive and disburse funds from Okaloosa County, from state and federal grant sources, from private donations and foundations and from any other sources.

The Governing Board shall follow the standard operating procedure for grant applications as defined by the County.

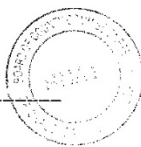
This MOU shall be effective upon the signatures of The Cooperatives and the Boards authorized officials. It shall be in force from date of signature unless suspended by agreement of both in subsequent MOU.



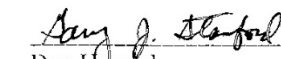
Bill Roberts, Chairman
Okaloosa County Public Library Cooperative



Don R. Amunds, Chairman
Board of County Commissioners



Attest:


Don Howard
Clerk of Courts

RESOLUTION 23-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA; ACCEPTING AND ADOPTING THE 20 INTERLOCAL AGREEMENT BETWEEN THE CITY OF DESTIN AND THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE MUNICIPALITIES OF CRESTVIEW, FORT WALTON BEACH, MARY ESTHER, NICEVILLE, AND VALPARAISO TO PROVIDE FREE LIBRARY SERVICES TO ALL THE RESIDENTS OF OKALOOSA COUNTY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF THE CITY OF DESTIN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1999, the City of Destin joined the Okaloosa County Library Cooperative and embarked on a collection-sharing venture; and

WHEREAS, Okaloosa County agreed to pay money to all municipal members for opening their libraries free of charge to unincorporated Okaloosa County residents; and

WHEREAS, the amount of funding can vary from year to year, and therefore the Interlocal agreement must be adopted annually;

NOW, THEREFORE BE IT RESOLVED that the City of Destin, by and through its Council, formally accepts and adopts the 2024 Okaloosa County Public Library Cooperative Interlocal Agreement.

BE IT FURTHER RESOLVED that the Mayor of the City of Destin is formally authorized to execute the agreement for and on behalf of the City of Destin, which Agreement is attached and made a part hereof.

ADOPTED THIS 2nd DAY OF OCTOBER 2023

By:

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 2, 2023

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

THRU: Lance Johnson, City Manager
Krystal Strickland, Finance Director
Kimberly Kopp, City Attorney

FROM: Michael Burgess, Public Services Director

DATE: 09/27/2023

SUBJECT: Four Prong Lake Conduit, authorization for City Manager to issue a Purchase Order, ARPA funding
(July 17, 2023: Motion by Councilmember Hebert, seconded by Councilmember Schmidt, to spend \$21,000 of the 69% of the American Rescue Plan Act awarded funds allocated for Stormwater Infrastructure on underground piping for the Destiny Subdivision passed 7-0)

I. BACKGROUND: The Department of Public Works has received a revised quote (ATT1) from Gator Boring to perform the work required. In addition to the quote for the boring itself (of around \$21,000), other fixed costs were included in the original quote to include: mobilization, maintenance of traffic, delivery/set-up/removal of pads to protect sod and sidewalk. The revised quote in the amount of \$33,722.50 incorporates these additional costs (ATT1).

Two additional quotes were also requested. The quote from Wilco LLC (\$41,000 via email) is attached as ATT2. The third vendor contacted by staff, Walton Construction, did not return a quote.

II. DISCUSSION: City Staff (Michael Burgess, Ryan Scott, Joe Bodi & Jeff Cozadd) met with Scott Bitterman (Okaloosa County Engineer), Curtis Smith (Professional Engineer and member of the Public Works & Public Safety Committee) and two representatives from the Crab Trap on Friday July 28th onsite. At that time, a request was made by Crab Trap management not to utilize their parking lot for this work, as each space lost represents revenue lost on any given day. It was determined that the operation might best serve all involved if conducted during the overnight hours, specifically from 10pm to 10am. This type of operation is not exempted under the City's Noise Ordinance (Code of Ordinances 14-56.) Staff seeks permission from City Council to allow an exception to this provision as

it serves the public good and is an isolated activity of approximately two to three days.

Staff will continue to work with the contractor to mitigate project costs through the use of in-house resources as much as possible.

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

VI. A Green and Sustainable Environment

B. Effect on Budget (EOB): The attached quote is \$33,722.50. \$3500 of this total is for Light Plants should the operation be approved during night-time hours.

	30555900
	ARPA GRANT
565000-ARP Construction-ARPA\$	\$ 312,000
FY 24 Adopted Budget*	312,000
Previous Expenses/Encumbrances	-
Available Program Budget	312,000
This Agreement +(-)	(33,723)
FY 24 Remaining Program Budget	\$ 278,278

C. Level of Service (LOS): The project will provide the HOAs with the means to pump stormwater runoff from the Four-Prong Lake into the Gulf via a permanent 10" conduit. Past pumping activities have required the set-up of traffic controls and the closure of sidewalks. Once complete, the conduit will be fitted with quick-connect cams to facilitate the pumping with a minimal amount of disruption to vehicular/bike and pedestrian traffic. Project results will include decreased cost to the community, and practically uninterrupted use of public sidewalks.

D. Legislative Sponsor:

III. CONCLUSION: If approved, staff will begin the process of preparing a Purchase Order as well as obtaining any necessary County and City permits.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to issue a Purchase Order for the installation of a 10" conduit from the Four Prong Lake to the Crab Trap property per the attached Scope of Work from Gator Boring. Furthermore, the work associated with this project is allowed to occur between the hours of 10pm and 10am as a temporary and isolated exemption to the City's Noise Ordinance.

Attachments:

1. Gator Boring Quote - Four Prong Lake
2. Four Prong Lake quote from Wilco LLC 091823

3. Destin Noise Ordinance

FL CUC057321
 FPS 800846-001-2006
 LA 50876 / AL 50498
 SC G11593 / MS 14850-SC
 GA UC302436 / WBE Cert.



1800 Blackbird Lane
 Pensacola, FL 32534
 (850) 477-0742 PHONE
 (850) 477-0743 FAX
www.gatorboring.com

PRICE QUOTE

NUMBER: 4531REV2

QUOTED City of Destin
 FOR: 4200 Indian Bayou Trail
 Destin, FL 32541

SHIP Four Prong Lake
 TO: Scenic 98
 Destin, FL

Phone:(850) 837-6869 Fax

CUSTOMER ID	SALES REPRESENTATIVE	QUOTE DATE	QUOTE EXPIRES	PAYMENT TERMS	PAGE
1797	Eric Lyons	8/11/23	9/10/23	Net 30 Days	1 of 2

ITEM No.	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
	<u>1.00</u>	<u>LS</u>	<u>Mobilization/ Demobilization</u>	<u>2,500.00</u>	<u>2,500.00</u>
OPTION 2	<u>225.00</u>	<u>LF</u>	<u>Supply & Install approx. 225' of 10" HDPE Via (1) HDD</u>	<u>93.22</u>	<u>20,974.50</u>
	<u>1.00</u>	<u>Pair</u>	<u>Supply 10" MJ Adapters if Required</u>	<u>1,748.00</u>	<u>1,748.00</u>
	<u>1.00</u>	<u>LS</u>	<u>Supply MOT</u>	<u>1,000.00</u>	<u>1,000.00</u>
	<u>1.00</u>	<u>LS</u>	<u>Supply Light Plants for Night Work (if Required)</u>	<u>3,500.00</u>	<u>3,500.00</u>
	<u>1.00</u>	<u>LS</u>	<u>Supply Mats</u>	<u>4,000.00</u>	<u>4,000.00</u>

Price Includes:

- Single Mobilization / Demobilization
- Utility Locates
- Labor & Equipment
- Pipe & Fusion
- MOT for Non-DOT Roadways
- Mats

General Terms & Conditions for Gator Boring & Trenching, Inc. hereafter Gator Boring:

1. Mobilization rates are for single mobilization only. Additional mobilizations may incur additional charges.
2. Construction quotes include Gator Boring's use of each States One-call system as required by State Law. Any addition fees required by private property owners, facility owners not participating in a State's one call system, and/or special requirements between the owner and General Contractor not specifically agreed upon by Gator Boring are not included unless specifically stated.
3. Gator Boring has included the fee for water used during directional drilling operations unless specifically excluded.
4. Quotes include labor and equipment costs. Should the pricing for pipe, conduit, fittings or other material as part of final construction be requested, that material cost will be stated as a separate line item. Payment for any such material is due upon delivery
5. Gator Boring shall not be responsible for any construction, Right of Way, or other permits with the exception of standard business operating permits that may be required by the local city, county and/or state.
6. Quotes do not include Payment and/or Performance Bonds unless specifically stated.
7. Quotes do not include any testing of pipe unless specifically stated.
8. Quotes do not include providing or installing Maintenance of Traffic and/or Blue Lights unless specifically stated.
9. Quotes do not include any site work, restoration, removal, replacement and/or restoration of sod, asphalt or

SUBTOTAL:	33,722.50
TAX:	0.00
SHIPPING:	0.00
OTHER:	0.00
TOTAL	33,722.50

FL CUC057321
FPS 800846-001-2006
LA 50876 / AL 50498
SC G11593 / MS 14850-SC
GA UC302436 / WBE Cert.



1800 Blackbird Lane
Pensacola, FL 32534
(850) 477-0742 PHONE
(850) 477-0743 FAX
www.gatorboring.com

PRICE QUOTE

NUMBER: 4531REV2

QUOTED City of Destin
FOR: 4200 Indian Bayou Trail
Destin, FL 32541

SHIP Four Prong Lake
TO: Scenic 98
Destin, FL

Phone:(850) 837-6869 Fax

CUSTOMER ID	SALES REPRESENTATIVE	QUOTE DATE	QUOTE EXPIRES	PAYMENT TERMS	PAGE
1797	Eric Lyons	8/11/23	9/10/23	Net 30 Days	2 of 2

ITEM No.	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
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concrete unless specifically stated.

10. Quotes do not include Wireline Guidance and/or Rock Drilling unless specifically stated.

11. Quotes do not include pipe/material assembly via fusion, welding or other means as required unless specifically stated.

12. Should material fusion be quoted, fusion pricing is based on material being delivered and offloaded to the job site by others. Fusion quotes are for the type and size stated.

13. Contractor to provide access/egress for delivery of rig, rod trailers, recyclers, and mud tanks as needed. This may include a clear, safe, stable work space up to 100' x 150' with mats and/or gravel.

14. Gator Boring's proposal is based on conditions that are constructible to HDD and that no unforeseen obstacles including, but not limited to caverns, fissures, boulders, gravel, cobble, rock will be encountered during the boring process. If unforeseen site conditions are encountered, Gator Boring will cease operations and notify the General Contractor/Customer. Gator Boring is entitled to an equitable adjustment prior to proceeding after unforeseen site conditions are encountered and will not proceed without an executed change order. In any event, Gator Boring shall be entitled to payment for all work performed to date including mobilization, downtime, delays and demobilization.

15. No retainage will be held from Gator Boring. Payment due Net 30 for projects over \$5000.00. Projects under \$5000.00 or without approved credit may require payment upon completion and/or deposit prior to work. Ach and credit card payments are accepted.

16. All connections and tie-ins/tails are the responsibility of others. No excavation work is included unless specifically stated. Pipe to be capped and left at entry and exit point elevation.

17. Any back charges proposed to Gator Boring shall be verified, authorized and signed by both parties within 24 hours of said charges.

18. Quote includes vac tanks to remove drilling mud and transport to a disposal site provided by the contractor/customer.

19. Equipment downtime rates may apply if the project is stopped, delayed or otherwise shutdown due to no fault or cause of Gator Boring. Downtime rates vary with rig size and support equipment on site.

SUBTOTAL:	33,722.50
TAX:	0.00
SHIPPING:	0.00
OTHER:	0.00
TOTAL	33,722.50

10" Water pipe bore



tom@wilcollc.com
To ✓ Michael Burgess

You don't often get email from tom@wilcollc.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 ur

Good morning Michael,
Thank you for reaching out to Wilco!

I have put together a cost for the bore. There are some assumptions that I have made so the price may change depe
FDOT permitting. We also do not know the exact start and end points of the bore. We are assuming that no unusual
roadway to allow for the installation of the pipe. The price does not include pressure testing of the pipe.

With the information that we have, the total cost of the pipe would be \$41,500.00.

Please let me know if you have any additional questions. We are looking forward to working with you!

Sincerely

Tom Nemic



Electrical, LLC.

An *ENERGIZING* Company

• Bus: (877) 945-2655 • Fax: (877) 945-4325

Miami, FL - Royal Palm Beach, FL – Jupiter, FL – Port Saint Lucie, FL – Cocoa Beach, FL – Daytona Beach, FL

ARTICLE II. NOISE¹

PART I. GENERAL APPLICATION

Part I, of this Noise Ordinance shall apply to all areas of the City, except those areas located within the zoning classification known as South Harbor Mixed Use (SHMU).

(Ord. No. 17-19-CC, § 3, 10-16-17)

Sec. 14-51. Authority.

The authority for the enactment of this article is Section 1.01(b) and (k) of the City Charter; Section 166.021, Florida Statutes; Article VIII, Section 2(b) of the State Constitution; and Article 2, Section 7 of the State Constitution.

(Ord. No. 131, § 1, 11-6-89; Ord. No. 222, § 1, 2-18-92)

Sec. 14-52. Terminology, standards, and definitions.

- (a) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, unless the context clearly indicates a different meaning:

Breach of the peace shall mean as defined in F.S. § 877.03.

Commercial or commercial area shall mean those areas so designated by the City of Destin Zoning Map. Specifically, "commercial" or "commercial area" shall include the following zoned areas of land in the City of Destin: Commercial Limited (CL); Commercial General (CG); Commercial Trades and Service (CTS).

Construction shall mean any site preparation, assembly, erection, substantial repair, alteration, or similar action, for or on public or private thoroughfares, structures, utilities or similar property.

Development permit shall have the meaning as described in F.S. § 163.3164.

Demolition shall mean any dismantling, destructing or razing of structures, utilities, public or private thoroughfares, or similar property.

City manager or city manager's designee shall mean the city, city manager or city manager's designee, as defined in this chapter, or his/her designee.

Emergency work means any work performed for the purpose of preventing or alleviating physical trauma or property damage threatened or caused by an existing or imminent peril.

Explosive sound shall mean the sound made by the report of a pyrotechnic, or any type of incendiary device. Any explosive sound made as part of an official activity or exercise sponsored by the United States Military, or law enforcement, shall be exempt from this ordinance. Bullets fired from a gun do not make an Explosive sound.

¹Editor's note(s)—Sections 1—10 of Ord. No. 131, adopted Nov. 6, 1989, have been included herein at the discretion of the editor as Art. II, §§ 14-51—14-60.

Holiday weekend means the following weekends: Easter, Memorial Day, 4th of July, and Labor Day.

Investigating officer shall mean either a City of Destin Code Enforcement Officer, the city manager, the city manager's designee, or a duly authorized Okaloosa County Sheriff's Deputy.

Mixed use and mixed use area shall mean those areas so designated by the City of Destin Zoning Map. Specifically, "mixed use" or "mixed use area" shall include the following zoned areas of land in the City of Destin: Crystal Beach Resort (CBR); Residential, Office, & Institutional - Crystal Beach Residential (ROI-CBR); Residential, Office, & Institutional - General Development (ROI-GD); Residential, Office, & Institutional - Tourist Development (ROI-TD); Residential, Office, & Institutional - Village Residential (ROI-VR); Calhoun Mixed Use (CMU); Town Center Mixed Use (TCMU); Holiday Isle Mixed Use (HIMU); Gulf Resort Mixed Use (GRMU); North Harbor Mixed Use (NHMU); Bay Resort Mixed Use (BRMU).

Motor vehicle shall mean any vehicle defined as "motor vehicle" by F.S. § 320.01(1).

Noise or noise disturbance, for purposes of this article, shall mean any sound produced in such quantity and for such duration that it annoys, disturbs or injures a reasonable individual of normal sensitivities, and exceeds the sound level limits set forth in this article or is plainly audible.

Person means any individual, association, partnership, corporation, or any other business entity, and includes any officer, employee, department, agency or instrumentality of the United States, the state, or any political subdivision thereof.

Plainly audible shall mean any noise or noise disturbance produced by any source, or reproduced by a radio, tape player, television, CD player, electronic audio equipment, musical instrument, sound amplifier or other mechanical or electronic sound making device that can be clearly heard by a person using his/her normal hearing faculties, at a distance as defined in subsection 14-54(c)(1) from the property line or right-of-way line of the source of the noise disturbance. When the particular sound or noise involves words or phrases, sound or noise may be deemed as "clearly heard" even though the investigating officer cannot determine the specific words or phrases being uttered or produced. The detection of a rhythmic bass reverberating type of noise disturbance is sufficient to constitute a plainly audible sound or noise.

Property line shall mean an imaginary line along the surface of land or water, and its vertical plane extension, which separates the real property owned, rented or leased by a person from the real property owned, rented or leased by another person. Where the real property owned, rented or leased by a person abuts a waterbody, the term "property line" shall mean the established normal high water elevation of the waterbody.

Public right-of-way shall mean any street, avenue, boulevard, highway, sidewalk, alley, or similar place normally accessible to the public which is owned or controlled by the state, county, or municipality.

Pyrotechnics shall mean either (1) a combustible or explosive device for producing a striking display of light or a loud noise, used for signaling or as part of a celebration; (2) any device containing gunpowder or other combustible chemicals that causes a spectacular explosion when ignited, used typically for display or in celebrations; or (3) a device consisting of a combination of explosives and combustibles, set off to generate colored lights, smoke, and noise for amusement. Pyrotechnics include devices that explode on the ground, are shot in air, or both are shot in the air and explode in the air. Signal flares used for emergencies are not considered pyrotechnics under this article. Bullets fired from a gun are not a pyrotechnic.

Receiver means the location, or land use category of a location, where persons are located that are annoyed by noise or sound they hear coming from another property.

Residential and residential area shall mean those areas so designated by the City of Destin Zoning Map. Specifically, "residential" or "residential area" shall include the following zoned areas of land in the City of Destin: Bay Estates (BE); Crystal Beach Neighborhood (CBN); High Density Residential (HDR); Low Density Residential - Harbor (LDR-H); Low Density Residential - Holiday Isle (LDR-HI); Low Density Residential - Village (LDR-V); Medium Density Residential - Holiday Isle (MDR-HI).

Sound means an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces. The description of sound may include any characteristics of such sound, including duration, intensity and frequency.

Source means the location of and the activity which emits noise or sound which is audible outside the source owner's property line.

Weekdays means any time that is not a weekend.

Weekends means Friday 5:00 p.m. through Sunday 10:00 p.m.

(Ord. No. 17-19-CC, § 3, 10-16-17)

Sec. 14-53. Purpose; intent; authority and responsibility of city manager or city manager's designee and investigating officer.

- (a) The purpose of this article is to prevent, prohibit, and also provide for the abatement of, excessive and unnecessary noise, known as noise disturbance, in order to protect the health, safety, and general welfare of people of the city.
- (b) It is the intent of this article to clearly define and describe the respective authority and responsibility under this article for the city manager or city manager's designee and the investigating officer relating to noise disturbance investigation and enforcement, unless the noise disturbance is otherwise exempt under this article.
- (c) The city manager or city manager's designee shall have the authority pursuant to this article to investigate and, if applicable, issue a notice of violation or civil citation as provided in this article in any case involving a noise disturbance emanating from any residential or nonresidential property that exceeds the allowable limits set forth in section 14-54 of this article.
- (d) The investigating officer shall have the authority pursuant to this article to investigate and, if applicable, issue a civil or criminal citation for a violation of the plainly audible standard, as established in section 14-54, and noise disturbance complaints which may involve the consumption of alcohol or any suspected illegal activities and noise disturbance complaints involving "breach of the peace" as defined in F.S. § 877.03.

(Ord. No. 17-19-CC, § 3, 10-16-17)

Sec. 14-54. Measurement or assessment of noise.

- (a) Assessment of noise without sound level meter.
 - (1) No person shall create a sound that is plainly audible at the time and distance requirements set forth in Table 1.
 - (2) Noise disturbances in violation of this subsection shall be confirmed by the investigating officer. The investigating officer who hears a noise disturbance that is plainly audible shall assess the noise disturbance by measuring the distance from the property line or right-of-way line of the source of the noise disturbance according to the following standards:
 - a. The primary means of detection shall be the investigating officer's normal hearing faculties, provided the investigating officer's hearing is not enhanced by any mechanical or medical device, such as a hearing aid.

- b. The investigating officer shall have a direct line of sight and hearing to the real property that is the source of the noise disturbance so that the investigating officer can identify the offending source of such noise disturbance and the distance involved.

TABLE 1
MAXIMUM ALLOWABLE SOUND LEVEL LIMIT FOR A PLAINLY AUDIBLE SOUND
(as determined by the investigating officer)

Underlying Land Use Category from which Noise Emanates (as defined by the City of Destin Zoning Map)	Time of Day	Distance
COMMERCIAL & MIXED USE Bay Resort Mixed Use (BRMU); Crystal Beach Resort (CBR); Commercial General (CG); Commercial Limited (CL); Calhoun Mixed Use (CMU); Commercial Trades & Services (CTS); Gulf Resort Mixed Use (GRMU); Holiday Isle Mixed Use (HIMU); Industrial (IN); Institutional (INST); Medium Density Residential - Village (MDR-V); North Harbor Mixed Use (NHMU); Residential, Office, and Institutional - Crystal Beach Resident (ROI-CBR); Residential, Office, and Institutional - General Development (ROI - GD); Residential, Office, and Institutional - Tourist Development (ROI-TD); Residential, Office, and Institutional - Village Residential (ROI-VR); Town Center Mixed Use (TCMU).	All times.	300 feet or more.
RESIDENTIAL Bay Estates (BE); Crystal Beach Neighborhood (CBN); High Density Residential (HDR); Low Density Residential - Harbor (LDR-H); Low Density Residential - Holiday Isle (LDR-HI); Low Density Residential - Village (LDR-V); Medium Density Residential - Holiday Isle (MDR-HI).	All times.	150 feet or more.

(Ord. No. 17-19-CC, § 3, 10-16-17)

Sec. 14-55. Prohibited acts.

Subject to the provisions of section 14-59, no person shall produce, cause to be produced, or allow to be produced, by any means: (1) any explosive sound, (2) any noise disturbance on any private or public property, including a right-of-way, when such noise is plainly audible as described in section 14-54(c), or (3) when such noise is measured pursuant to section 14-54(a) and (b), and, where applicable, exceeds the applicable sound level limits set forth in section 14-54(a) and (b).

(Ord. No. 17-19-CC, § 3, 10-16-17)

Sec. 14-56. Exemptions.

The provisions of section 14-54 shall not apply to the following sounds:

- (1) Lawn maintenance activities, from 7:00 a.m. until 9:00 p.m. on all days of the week.
- (2) Aircraft and airport activity conducted in accordance with federal laws and regulations.
- (3) Official law enforcement, official fire fighter, official EMT, official first responder, and official military activities, including training.
- (4) Emergency signals during emergencies.
- (5) Emergency signal testing between 7:00 a.m. and 7:00 p.m.
- (6) Emergency work or emergency service.
- (7) Generators used during or as a result of an emergency.
- (8) Motor vehicles operating on a public right-of-way subject to F.S. § 316.293 and applicable federal criteria.
- (9) Refuse collection vehicles, including street sweepers, while in the process of performing their intended activities.
- (10) Construction or demolition activities for which the city has issued a development permit, provided such activity occurs between 6:00 a.m. and 10:00 p.m. and 8:00 a.m. and 6:00 p.m. on Saturday and Sunday, with no construction activity noise allowed on observed federal holidays.
- (11) Reserved.
- (12) Construction activities related to city, county, state or federal roads, highways or freeways.
- (13) Scheduled organized activities at a publicly-owned or operated facility.
- (14) Permitted public displays of fireworks.
- (15) Unamplified human voices.
- (16) Any motor vehicle engaged in a professional or amateur sanctioned, competitive sports event for which admission or entry fee is charged, or practice or time trials for such event, at a facility being used for such purposes as of October 15, 1995.
- (17) Outdoor events for which the organizer has been issued a special outdoor event permit by the city manager, provided it is conducted in accordance with such permit.
- (18) Air conditioners are exempt from all provisions of this article when the equipment is functioning in accord with the manufacturer's specifications and with all manufacturer's standard mufflers and noise-

reducing equipment in use and in proper operating condition according to standards promulgated by the American Refrigeration Institute.

- (19) Noises or sounds produced by, or emanating from any facilities owned or leased by, equipment owned or leased by, or individuals employed or contracted by any utility (water, gas, electric, telecommunications, etc.) serving the residents and businesses within the city.
- (20) Engines operating on a vessel or boat, which have not been modified to produce more sound than the engines are capable of producing at the time they are originally manufactured.
- (21) Vessel horns/air horns, or boat horns/air horns.

(Ord. No. 17-19-CC, § 3, 10-16-17; Ord. No. 20-19-CC, § 3, 7-6-20)

Sec. 14-57. Enforcement/penalty.

- (a) The city manager or city manager's designee, the investigating officer, any other authorized code enforcement officer, and the city shall be immune from prosecution, civil or criminal, for reasonable, good faith trespass upon private property while in the discharge of duties under this article.
- (b) The city council may adopt such resolutions as are necessary to effectively administer this article.
- (c) It shall be unlawful for any person to violate any provisions of this article, or any provisions of any resolution enacted pursuant to this article. The provisions of this article may be enforced by notice of violation, civil citation, or criminal citation. Any person not in compliance with this article, or any provisions of any resolution enacted pursuant to the authority of this article, may be prosecuted as provided in article III and/or article IV of this chapter. Each violation shall be considered a separate offense.
- (d) If law enforcement enforces this article, then any person violating any provision of this article may be punished as follows:
 - (1) *First offense*: A written warning notifying the offender that further violations will result in fines and potential imprisonment.
 - (2) *Second offense*: By a fine of one hundred dollars (\$100.00).
 - (3) *Third offense*: By a fine of two hundred and fifty dollars (\$250.00).
 - (4) *Fourth offense or four or more violations occurring within any six (6) months period*: Misdemeanor of the second degree punishable by a fine of no more than five hundred dollars (\$500.00) or a sentence of not more than sixty (60) days in jail, or both.
 - (5) Each hour that a noise violation exists shall constitute a separate violation of this article.
- (e) The violation of any provision hereof which endangers the comfort, repose, health and peace of residents of the City of Destin is declared to be a public nuisance and the City of Destin is authorized to pursue any and all remedies therefore.
- (f) Any private individual or entity may seek a private nuisance cause of action against any individual or non-governmental entity violator of any provisions of this article. Unless prohibited by state or federal law, the prevailing party in any private nuisance cause of action brought against an individual or non-governmental entity under this article shall be entitled to prevailing party's attorney's fees and costs in the event a civil lawsuit is filed.

(Ord. No. 17-19-CC, § 3, 10-16-17)

PART II. SOUTH HARBOR MIXED USE (SHMU)

Part II, of this Noise Ordinance shall only apply to the area of the City within the zoning classification known as South Harbor Mixed Use (SHMU).

(Ord. No. 17-19-CC, § 3, 10-16-17)

Sec. 14-58. Definitions for SHMU only.

For the purpose of this article, the following terms, phrases, words, abbreviations and their derivations shall have the meaning herein given. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Words not defined shall be given their common and ordinary meaning, or for those so included, the meaning found in Ordinance No. 001 [section 1-2].

Ambient noise means the all-encompassing noise that is normally associated with a particular environmental surrounding, usually being made up of a composite of sounds. This is sometimes referred to as background noise.

Average level means the average of the sound level over some stated period of time.

A-weighted sound level means the sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read in designated dBA.

Decibel (dB) means a unit for describing the amplitude of sound, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) microneutons per square meter.

Emergency work means any work performed for the purpose of preventing or alleviating physical trauma or property damage threatened or caused by an existing or imminent peril.

Holiday weekend means the following weekends: Easter, Memorial Day, 4th of July, and Labor Day.

Noise means any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

Person means any individual, association, partnership, or corporation, and includes any officer, employee, department, agency or instrumentality of the United States, the state, or any political subdivision thereof.

Property line means an imaginary line along the surface and its vertical plane extension, which defines the boundary of the real property owned, rented, or leased by one (1) person from that owned, rented, or leased by another person. Intra-building real property lines are excluded.

Receiver means the location, or land use category of a location, where persons are located that are annoyed by noise or sound they hear coming from another property.

Sound means an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces. The description of sound may include any characteristics of such sound, including duration, intensity and frequency.

Sound level means the A-weighted sound pressure level, usually measured with a sound level meter (SLM).

Sound level meter means an instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter, and weighing networks used to measure sound pressure levels.

Sound pressure level means twenty (20) times the logarithm to the base ten (10) of the ratio of the RMS sound pressure level to the reference of twenty (20) microneutons per square meter.

Source means the location of and the activity which emits noise or sound which is audible outside the source owner's property line.

Weekend means Friday 5:00 p.m. through Sunday 10:00 p.m.

(Ord. No. 17-19-CC, § 3, 10-16-17)

Sec. 14-59. Prohibitions for SHMU only.

It shall be unlawful, except as expressly permitted herein, to make, cause, or allow the making of any noise or sound which exceeds the limits set forth in this article for the use occupancy.

(Ord. No. 17-19-CC, § 3, 10-16-17)

Sec. 14-60. Measurement of sound in SHMU only.

- (a) The measurement of sound or noise shall be made with the city's sound level meter which shall meet the standards prescribed by the American National Standards Institute (ANSI). The instrument shall be maintained in calibration and good working order. A calibration check shall be made of the system at the time of any noise measurement. Measurements recorded shall be taken so as to provide a proper representation of the noise source. The microphone during measurement shall be positioned so as not to create any unnatural enhancement or diminution of the measured noise. A windscreen for the microphone shall be used at all times. Traffic, aircraft and other transportation noise sources and other noises shall not be considered in taking measurements except where such background noise interferes with the primary noise being measured. If the background noise interferes with the primary noise being measured, the primary noise being measured shall be limited to a level which is the greater of either the Table I value, or where combined with the ambient sound, a level which is two (2) decibels above the level of the ambient sound level measurement alone.
- (b) The slow meter response of the city's sound level meter shall be used in order to best determine that the average level has not exceeded the limits set forth for the use occupancy category in Table I below. A sound level meter with a level averaging circuit may be used.
- (c) The measurement shall be made at or up to fifty (50) feet beyond the property line of the property on which such noise is generated. In the event of a complaint, the measurement shall be made at or up to fifty (50) feet beyond the property line of the property on which such noise is generated in the direction of the complainant location. Any measurement shall be at least two (2) minutes in duration.
- (d) In the case of an elevated or directional sound or noise source, compliance with the noise limits shall be maintained at any elevation at the boundary.
- (e) The ambient sound level measurement shall be measured at the same location along the property line utilized in section 14-54(c), while the primary noise being measured is inoperative. If the primary noise being measured cannot be turned off; is not turned off or if additional sound is created to distort the ambient sound level measurement, the ambient sound level measurement will be estimated by performing a measurement in the same general area of the noise being measured.

(Ord. No. 17-19-CC, § 3, 10-16-17)

Sec. 14-61. Classification of use occupancies in SHMU only.

For purposes of defining "use occupancies," all premises zoned as a residential category shall be considered residential use. All premises containing transient commercial sleeping quarters legally permitted shall be considered tourist use. All premises containing business where sales, professional, or other commercial use is legally permitted shall be considered commercial use. All premises where manufacturing is legally permitted shall be considered manufacturing use. Hospitals, nursing homes, schools, libraries, and church uses shall be considered residential uses. In other cases of multiple use zones, the more restrictive zoned use category shall prevail. Any area not otherwise classified shall conform to commercial standards.

(Ord. No. 17-19-CC, § 3, 10-16-17)

Sec. 14-62. Maximum permissible sound levels by use occupancy in SHMU only.

No person shall operate or cause to be operated any source of sound from any use occupancy in such a manner as to create a sound level which exceeds the limits set forth in the use occupancy category in Table I.

TABLE I

Use Occupancy Category	Time	Sound Level Limit dBA
Residential (Non-holiday weekends)	6 a.m.—10 p.m.	60
	10 p.m.—6 a.m.	55
Residential (Holiday weekends)	6 a.m.—12 a.m.	60
	12 a.m.—6 a.m.	55
Luxury Motor Home Resort	6 a.m.—10 p.m.	75
	10 p.m.—6 a.m.	55
Commercial or Tourist (Weekdays)	6 a.m.—10 p.m.	70
	10 p.m.—6 a.m.	65
Commercial or Tourist (Weekends)	6 a.m.—12 a.m.	70
	12 a.m.—2 a.m.	70
	2 a.m.—6 a.m.	65
Manufacturing	At all times—no sound that is generated by a source facility shall be audible at the property line of the said source facility.	

(Ord. No. 17-19-CC, § 3, 10-16-17)

Sec. 14-63. Exemptions in SHMU only.

The following uses and activities shall be exempt from noise level regulations:

- (a) Air conditioners are exempt from provisions of Table I of this article when this equipment is functioning in accord with the manufacturer's specifications and with all manufacturer's standard mufflers and noise-reducing equipment in use and in proper operating condition according to standards promulgated by the American Refrigeration Institute. The same exception shall apply to lawn mowers, agricultural equipment and homeowners' mechanized tools during daylight hours.
- (b) Nonamplified crowd noises.
- (c) Construction operations:

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- (1) Construction operations for which building permits have been issued, or construction operations not requiring permits due to ownership of the project by a government agency;
 - (2) Provided all equipment is operated in accordance with the manufacturers' specifications and with all standard equipment, manufacturers' mufflers and noise-reducing equipment in use and in proper operating condition;
 - (3) Provided construction operations are limited to the hours between 6:00 a.m. and 10:00 p.m. Monday through Sunday for projects located adjacent to non-residential properties;
 - (4) Provided construction operations are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday through Friday and 8:00 a.m. and 6:00 p.m. on Saturday and Sunday for projects located adjacent to residential properties for which the city has issued a development permit; and
 - (5) No construction noise activity is allowed on observed Federal Holidays.
- (d) Noises of safety signals, warning devices, emergency pressure relief valves and bells and chimes of churches.
 - (e) Noises resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency.
 - (f) Noises resulting from emergency work as defined in section 14-52.
 - (g) Any other noise resulting from activities of a temporary duration permitted by law and for which a license or permit therefor has been granted by the city in accordance with section 14-58. Regulation of noises emanating from operations under permit shall be according to the conditions and limits stated on the permit and contained in section 14-58.
 - (h) Noises made by persons having obtained a permit to use the streets.
 - (i) All noises coming from the normal operations of aircraft (not including scale model aircraft).
 - (j) Those motor vehicles controlled by F.S. (1988) § 316.293, but not those motor vehicles exempted from coverage.
 - (k) Motor vehicles defined in F.S. (1988) § 316.293(6)(a) and (b).
 - (l) Vessels operated on the waters of the city muffled pursuant to F.S. § 327.65.
- (Ord. No. 17-19-CC, § 3, 10-16-17; Ord. No. 20-19-CC, § 3, 7-6-20)

Sec. 14-64. Special permits in SHMU only.

Applications for a special permit for relief from the maximum allowable noise level limits designated in this article may be made in writing to the city manager or his designee. Any special permit granted by the city manager or his designee hereunder must be in writing and shall contain all conditions upon which said special permit shall be effective. The city manager, or his designee, may grant the relief as applied for under the following conditions:

- (a) The city manager or his designee may prescribe any reasonable conditions or requirements as deemed necessary to minimize adverse effects upon the community or the surrounding neighborhood, including use of mufflers, screens or other sound-attenuating devices.
- (b) Special permits for entertainment. Special permits may be granted for the purpose of entertainment under the following conditions:
 - (1) The function must be open to the public (admission may be charged).
 - (2) The function can take place on either public or private property.
 - (3) The function must be staged between the hours of 9:00 a.m. and 12:00 midnight.

-
- (4) The function must not be an ordinary event in the affairs of the applicant.
 - (5) A special permit for entertainment may be issued for no longer than three (3) consecutive days and is nonrenewable.
 - (6) If the function is to recur, it shall not recur more than four (4) times each calendar year.
 - (c) Special permits for non-entertainment. Special permits for non-entertainment special purposes may be issued under the following conditions:
 - (1) a. If the special purpose relates to the operation of a trade or business but is not in the ordinary course of that trade or business; or,
 - b. If the special purpose does not relate to the operation of a trade or business and is not be an ordinary event in the affairs of the applicant; and
 - (2) If the special purpose is a recurring purpose but does not recur more often than four (4) times each calendar year; and
 - (3) a. That the special purpose be absolutely necessary to the operation of the applicant's trade or business; or
 - b. If the special purpose does not relate to the operation of the trade or business, that the special purpose be compatible with the ordinary activities of the neighborhood in which the special purpose is to occur; and
 - (4) Except in emergency situations, as determined by the city manager, the special permit may be issued only for four (4) hours between 7:00 a.m. and 11:00 p.m. on weekdays and 1:00 p.m. and 11:00 p.m. on weekend days.
 - (5) Special permits may be issued for no longer than fifteen (15) consecutive days, renewable by further application to the city manager.
 - (d) No special permit may be issued to permit the use of any loudspeaker or sound-amplifying device on the exterior of any building which at any time exceeds the sound level limits in Table I except those used for emergency warnings.

(Ord. No. 17-19-CC, § 3, 10-16-17)

Sec. 14-65. Violations and penalties in SHMU only.

- (a) No acts proscribed by this article shall be deemed a violation thereof, unless and until the following conditions have been met:
 - (1) The city manager or his designee has issued a written warning to the offender.
 - (2) Within seven (7) days, the person or party causing such excessive and unnecessary noise has persisted in the creating of such noise.
- (b) Any person who, after meeting the conditions outlined in subsection 14-59(a) above, violates any of the provisions of this article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not exceeding five hundred dollars (\$500.00). Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.
- (c) Any person or persons entitled to lawfully possess or who claims lawful possession of such property at the particular time involved shall each be responsible for compliance with this article and each may be punished for its violation as may the person actually causing such sound.

(Ord. No. 17-19-CC, § 3, 10-16-17)

Sec. 14-66. Additional remedies in SHMU only.

The operation or maintenance of any device, instrument, vehicle or machinery in violation of any provisions hereof which endangers the comfort, repose, health and peace of residents in the area is declared to be a public nuisance and the City of Destin is authorized to pursue any and all remedies therefore. Nothing herein shall be construed to limit any private right of action.

(Ord. No. 17-19-CC, § 3, 10-16-17)

Secs. 14-67—14-70. Reserved.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 2, 2023**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 3.D.**TO:** City Council**THRU:** Lance Johnson, City Manager**FROM:** Jeffrey Cozadd, Grants Manager
Krystal Strickland, Finance Director
Kimberly Kopp, City Attorney**DATE:** 9/26/2023**SUBJECT:** Okaloosa County Sheriff's Office Service Agreement FY24

I. BACKGROUND: The City contracts with the Okaloosa County Sheriff's (OCSO) office for law enforcement services. The current contract expires on September 30, 2023 which coincides with the City fiscal year. The proposed changes for the 2024 contract include cost increases due to rising costs and COLA increases, but there are no other changes to the proposed contract.

II. DISCUSSION:

Each year the City Manager negotiates a renewal of the law enforcement agreement with OCSO. The proposed FY2024 contract reflects an 11.1% increase for the basic sheriff services and a marine patrol unit. Total staffing is the same as was provided last year, and still includes:

- Seventeen (17) patrol deputies
- Two (2) investigators
- One (1) deputy front desk position
- One (1) marine patrol deputy

A. Link to Strategic Goals / Objectives: II. Enhanced Quality of Life for Citizens and Visitors.

B. Effect on Budget (EOB): The FY 2024 Adopted Budget is adequate to cover the cost of this contract.

	0152140
	GF Public Safety
534003 Contracted Law Enforcement	\$ 2,872,778
FY 24 Adopted Budget*	2,872,778
Previous Expenses/Encumbrances	-
Available Program Budget	2,872,778
This Agreement +(-)	(2,872,778)
FY 24 Remaining Program Budget	\$ -

C. Level of Service (LOS): The FY2024 contract maintains a consistent level of law enforcement services for the City of Destin residents. In cooperation with the OCSO, key performance measures will be presented quarterly.

D. Legislative Sponsor:

III. CONCLUSION:

Law enforcement services within the City of Destin is provided by the Okaloosa County Sheriff's Office through the Law Enforcement Service Agreement negotiated each year.

The proposed agreement totals \$2,872,778 and runs from October 1, 2023 through September 30, 2024.

IV. RECOMMENDED MOTION: I move that Council approves the 2024 Law Enforcement Service Agreement to provide law enforcement services to the City of Destin by the Okaloosa County Sheriff's Office from October 1, 2023 to September 30, 2024.

Attachments:

1. Law Enforcement Service Agreement FY24
2. Law Enforcement Service Agreement FY23 (Fully Executed)

LAW ENFORCEMENT SERVICE AGREEMENT

THIS AGREEMENT, made and entered into on this 1st day of October 2023, by and between ERIC ADEN, AS SHERIFF OF OKALOOSA COUNTY, FLORIDA, hereinafter referred to as the SHERIFF, and the CITY OF DESTIN, FLORIDA, a municipality located in OKALOOSA COUNTY, Florida, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the SHERIFF has heretofore maintained professional police protection for the benefit of the citizens of the CITY; and

WHEREAS, in recognition of the effort to minimize the cost of governmental services for the benefit of the citizens of the CITY; and

WHEREAS, the CITY is desirous of maintaining competent professional law enforcement services in conjunction and harmony with its program of fiscal responsibility; and

WHEREAS, the SHERIFF has agreed to render to the CITY professional law enforcement services and the CITY is desirous of contracting for such services, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I **LAW ENFORCEMENT SERVICES**

The SHERIFF shall provide to the CITY competent law enforcement protection within and throughout the corporate limits of the CITY ("Destin District") under the authority given the SHERIFF by the laws of the State of Florida, through the following:

- Seventeen (17) patrol deputies
- Two (2) investigators
- One (1) deputy front desk position
- One (1) marine patrol deputy

The CITY agrees and understands all positions will be based out of the Destin substation located at 107 Stahlman Avenue, Destin, Florida and will provide law enforcement services within the CITY's corporate limits unless otherwise stated in this contract.

ARTICLE II

CONSIDERATION

In consideration for the services and responsibilities to be performed for the term hereof, the CITY shall pay to the SHERIFF, a sum of TWO MILLION, EIGHT HUNDRED SEVENTY-TWO THOUSAND, SEVEN- HUNDRED SEVENTY-EIGHT DOLLARS (\$2,872,778.00), to be paid in twelve (12) monthly installments of TWO HUNDRED THIRY-NINE THOUSAND, THREE HUNDRED NINETY-EIGHT DOLLARS AND SEVENTEEN CENTS (\$239,398.17). Included in the contract amount are operational expenses, auto expenses, uniforms, payroll, auto replacement, and administrative charge assignment.

These monthly installments, made payable to the SHERIFF by the CITY, shall be turned over by the SHERIFF, upon receipt, to the Board of County Commissioners of Okaloosa County in consideration and reimbursement for the County having allocated the entire amount payable under this agreement to the SHERIFF in its current budget. Any and all funds allocated to the SHERIFF by the Board of County Commissioners of Okaloosa County in consideration of this agreement shall be accounted to the general revenue fund of the SHERIFF.

ARTICLE III

EMPLOYMENT RESPONSIBILITY

The SHERIFF shall be responsible for any liability for or direct payment of any salaries, wages or other compensation, contributions to pension funds, insurance premiums, worker's compensation funds, vacation or compensatory time, sick leave benefits or any other amenities of employment to any SHERIFF personnel performing services, duties and responsibilities hereunder for the benefit of said CITY and the residents thereof, or any other liabilities whatsoever, unless otherwise specifically provided herein. The SHERIFF shall indemnify and hold harmless the CITY from all claims, demands and causes of action resulting from any law enforcement or other activity conducted pursuant to this agreement or as a result of this agreement or other acts of law enforcement personnel of the SHERIFF. The CITY shall not be liable, in any manner, for any activity of any employee of the SHERIFF.

ARTICLE IV

ADDITIONAL LAW ENFORCEMENT SERVICES

Any additional law enforcement services requested by, and exclusively provided to the CITY, shall be billed to the CITY on a monthly basis at the actual reimbursable cost for the personnel assigned. Only the CITY MANAGER or his/her designee will have the authority to request additional services provided pursuant to this article. Services provided pursuant to this article shall be agreed to by the parties' authorized representatives, in writing, prior to the commencement of said services.

ARTICLE V
RIGHT OF CONTROL

The SHERIFF shall have and maintain the responsibility for providing the level of service (LOS) determined by the CITY COUNCIL. The discipline of personnel and other matters pertinent to the performance of the services, duties and responsibilities shall be the responsibility of the SHERIFF, and if germane, results may be made available to the CITY MANAGER. Nothing herein contained should be construed to mean that the CITY is contracting away its constitutional authority.

ARTICLE VI
AUTHORITY TO ACT

The CITY does hereby vest in each sworn deputy of the SHERIFF, to the extent allowed by law, the police powers of the CITY, which are necessary to implement and carry forth the services, duties and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers. Any sworn deputy sheriff duly appointed as provided by law, shall have the authority and by this agreement is vested with the power to:

- Enforce the laws of the State of Florida;
- Enforce the ordinances of Okaloosa County that are applicable in the CITY; however, to the extent should an ordinance of the County be in conflict with an ordinance of the CITY, the CITY's ordinance shall prevail;
- Enforce the ordinances of the CITY and provide frequent patrols at CITY facilities and parks during special and sporting events and activities; and
- Provide any other law enforcement activity as authorized or directed by the City Council.

ARTICLE VII
UNIFORMS AND VEHICLES

The SHERIFF shall have the total responsibility for the selection of uniforms for the deputies performing duties and services pursuant to this agreement and the marking of patrol vehicles. All vehicles to be used by contracted deputies within the CITY shall be marked with the seal of the CITY of Destin. The SHERIFF agrees to enhance identification of the City of Destin through improved vehicular decals and substation building signage, the extent of which shall be mutually agreed upon by the CITY and the SHERIFF prior to implementation.

ARTICLE VIII
LIAISON & MONTHLY REPORTING

A liaison shall be maintained between the CITY and the SHERIFF and/or his designee. The CITY'S liaison shall be the CITY MANAGER or designee; who shall meet and confer with the SHERIFF and/or designee and other law enforcement officers on a regular basis to review law enforcement activity and other CITY related activities. Provided, the SHERIFF, shall consult only with an authorized representative of the CITY in carrying out the terms and conditions of this contract. The focus of the SHERIFF'S liaison is to improve and maintain optimum communications between the organizations identified in this agreement. The liaison will attend weekly City staff meetings and remain directly involved in issues of the CITY related to public safety within the City of Destin. The liaison will ensure the CITY is provided reports and data, in formats agreed upon by the Sheriff's Office and the City, on a no less than monthly basis, containing information generated within the corporate limits of the CITY. The SHERIFF'S liaison will provide direct and timely notification to the CITY MANAGER of any major incidents occurring within the City limits. Major incidents include those in which have is loss of life, significant property damage or which have the potential to generate high profile media coverage.

ARTICLE IX
INSURANCE

The personnel appointed and employed by the SHERIFF pursuant to this agreement shall be covered in all respects as are other members of the SHERIFF'S office either through the SHERIFF'S Self-Insurance Fund or through a private company with comparable coverage to minimally include worker's compensation, liability and adequately cover replacement costs of rented, borrowed or used equipment, vehicles and property. The SHERIFF shall provide the same insurance coverage for the vehicles used in the CITY under the terms of this agreement as is used for like vehicles in the SHERIFF'S Office.

ARTICLE X
TERM

This service agreement shall remain in full force and effect for the term commencing the 1st day of October, 2023 and ending the 30th day of September, 2024, inclusive, unless otherwise amended, extended or terminated in accordance with the terms hereof.

ARTICLE XI
OPTION TO RENEW

For, and in consideration of, the mutual benefits herein contemplated, the sufficiency of which is hereby acknowledged, the SHERIFF does hereby extend to the CITY a continuing option to renew

this service agreement upon the same terms and conditions described herein, subject, however, to the provision that the contract price shall be negotiated between the parties each year. Any such contract price negotiations shall be completed with the City Manager thirty (30) days prior to the end of the then-current contract year to allow for inclusion of the contract sum in the CITY'S proposed budget, contingent upon an annual appropriation by the City Council.

ARTICLE XII

RIGHT OF CANCELLATION AND TERMINATION

Any party hereto shall have the right to cancel this contract at any time during its existence upon giving ninety (90) days advance notice of its intention to cancel. Upon the termination of the ninety (90) day period, this contract shall then be canceled, terminated, become null and void and of no further force and effect.

ARTICLE XIII

AUTHORITY TO EXECUTE

The SHERIFF, by his execution hereof, does hereby represent to the CITY that he has full power and authority to make and execute this service agreement pursuant to the powers vested in him under Article VIII of the Constitution of the State of Florida and Section 125.0101, Florida Statutes, to the effect that his making and execution hereof shall create a legal obligation upon himself as a political subdivision of the State and as SHERIFF of Okaloosa County, Florida, which shall be legally binding upon him; and that the same shall be enforceable by the CITY according and to the extent of the provisions hereof. Nothing contained herein, nor any obligation on the part of the SHERIFF to be performed hereunder, shall in any way be contrary to, or in contravention of, any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.

The Mayor and/or City Manager, by their respective executions hereof, do each represent to the SHERIFF that they, collectively, have full power and authority to make and execute this service agreement on behalf of the City of Destin, Florida, and nothing herein contained is in any way contrary to or in contravention of the Charter of the City of Destin or the laws of the State of Florida.

ARTICLE XIV

NOTICES

All notices required hereunder shall be made by Certified Mail, Return-Receipt Requested, and any notice required hereunder shall be addressed to the party intended to receive same at the following address:

SHERIFF: Eric Aden, Sheriff
Okaloosa County Sheriff's Office
50 2nd Street
Shalimar, FL 32579

CITY: Lance Johnson, City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

ARTICLE XV
NON-ASSIGNABILITY

The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the consent of the City Council of the CITY, which consent must be evidenced by a duly passed action of the City Council and produced to the SHERIFF in writing.

ARTICLE XVI
SOVEREIGN IMMUNITY

The parties further agree that nothing in this Agreement constitutes a waiver of the City of Destin's rights and immunities under the common law, Florida Constitution or Florida Statutes 768.28, as amended from time to time.

ARTICLE XVII
INDEMNIFICATION

The SHERIFF shall be legally responsible for actions of Sheriff's law enforcement personnel performing services under this agreement. Lawsuits and claims that may be filed from time to time shall be handled by the SHERIFF in accordance with normal procedures and the SHERIFF shall hold the CITY harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the Sheriff's use of CITY property or the intentional or negligent acts of the SHERIFF, Sheriff's Deputies and Sheriff's employees; and, the SHERIFF shall indemnify the CITY from any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the SHERIFF, Sheriff's Deputies and Sheriff's employees.

The CITY agrees to hold the SHERIFF harmless from any and all manner of actions, causes of actions, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted by the CITY and enforced by the SHERIFF or from acts or omissions attributable to the CITY that occurred prior to the execution of this agreement, and the CITY agrees to indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF might suffer in connection or as a result of the constitutionality of ordinances enacted by the CITY and enforced by the SHERIFF or from acts or omissions attributable to the CITY that occurred prior to the execution of this agreement. The SHERIFF does not assume any existing or contingent liabilities regarding liability of the CITY unless specifically listed in this agreement. The CITY does not assume any existing or contingent liabilities regarding liability of the SHERIFF unless specifically listed in this agreement.

ARTICLE XVIII
ENTIRE AGREEMENT

The parties acknowledge one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereto. No modification hereof shall be effective unless in writing, executed with the same formalities as this agreement is executed.

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CITY OF DESTIN, FLORIDA

By: Bobby Wagner, Mayor

Date: _____

ATTEST:

By: Lance Johnson, City Manager

Rey Bailey, and City Clerk

Approved as to legal form:

Kimberly Romano Kopp, City Attorney

SHERIFF OF OKALOOSA COUNTY, FLORIDA

Eric Aden, Sheriff

Date: _____

LAW ENFORCEMENT SERVICE AGREEMENT

THIS AGREEMENT, made and entered into on this 1st day of October 2022, by and between ERIC ADEN, AS SHERIFF OF OKALOOSA COUNTY, FLORIDA, hereinafter referred to as the SHERIFF, and the CITY OF DESTIN, FLORIDA, a municipality located in OKALOOSA COUNTY, Florida, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the SHERIFF has heretofore maintained professional police protection for the benefit of the citizens of the CITY; and

WHEREAS, in recognition of the effort to minimize the cost of governmental services for the benefit of the citizens of the CITY; and

WHEREAS, the CITY is desirous of maintaining competent professional law enforcement services in conjunction and harmony with its program of fiscal responsibility; and

WHEREAS, the SHERIFF has agreed to render to the CITY professional law enforcement services and the CITY is desirous of contracting for such services, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I **LAW ENFORCEMENT SERVICES**

The SHERIFF shall provide to the CITY competent law enforcement protection within and throughout the corporate limits of the CITY ("Destin District") under the authority given the SHERIFF by the laws of the State of Florida, through the following:

- Seventeen (17) patrol deputies
- Two (2) investigators
- One (1) deputy front desk position
- One (1) marine patrol deputy

The CITY agrees and understands all positions will be based out of the Destin substation located at 107 Stahlman Avenue, Destin, Florida and will provide law enforcement services within the CITY's corporate limits unless otherwise stated in this contract.

ARTICLE II

CONSIDERATION

In consideration for the services and responsibilities to be performed for the term hereof, the CITY shall pay to the SHERIFF, a sum of TWO MILLION, FIVE HUNDRED EIGHTY-TWO THOUSAND, NINE HUNDRED TWENTY-ONE DOLLARS (\$2,582,921.00), to be paid in twelve (12) monthly installments of TWO HUNDRED FIFTEEN THOUSAND, TWO HUNDRED FORTY-THREE DOLLARS AND FORTY-TWO CENTS (\$215,243.42). Included in the contract amount are operational expenses, auto expenses, uniforms, payroll, auto replacement, and administrative charge assignment.

These monthly installments, made payable to the SHERIFF by the CITY, shall be turned over by the SHERIFF, upon receipt, to the Board of County Commissioners of Okaloosa County in consideration and reimbursement for the County having allocated the entire amount payable under this agreement to the SHERIFF in its current budget. Any and all funds allocated to the SHERIFF by the Board of County Commissioners of Okaloosa County in consideration of this agreement shall be accounted to the general revenue fund of the SHERIFF.

ARTICLE III

EMPLOYMENT RESPONSIBILITY

The SHERIFF shall be responsible for any liability for or direct payment of any salaries, wages or other compensation, contributions to pension funds, insurance premiums, worker's compensation funds, vacation or compensatory time, sick leave benefits or any other amenities of employment to any SHERIFF personnel performing services, duties and responsibilities hereunder for the benefit of said CITY and the residents thereof, or any other liabilities whatsoever, unless otherwise specifically provided herein. The SHERIFF shall indemnify and hold harmless the CITY from all claims, demands and causes of action resulting from any law enforcement or other activity conducted pursuant to this agreement or as a result of this agreement or other acts of law enforcement personnel of the SHERIFF. The CITY shall not be liable, in any manner, for any activity of any employee of the SHERIFF.

ARTICLE IV

ADDITIONAL LAW ENFORCEMENT SERVICES

Any additional law enforcement services requested by, and exclusively provided to the CITY, shall be billed to the CITY on a monthly basis at the actual reimbursable cost for the personnel assigned. Only the CITY MANAGER or his/her designee will have the authority to request additional services provided pursuant to this article. Services provided pursuant to this article shall be agreed to by the parties' authorized representatives, in writing, prior to the commencement of said services.

ARTICLE V
RIGHT OF CONTROL

The SHERIFF shall have and maintain the responsibility for providing the level of service (LOS) determined by the CITY COUNCIL. The discipline of personnel and other matters pertinent to the performance of the services, duties and responsibilities shall be the responsibility of the SHERIFF, and if germane, results may be made available to the CITY MANAGER. Nothing herein contained should be construed to mean that the CITY is contracting away its constitutional authority.

ARTICLE VI
AUTHORITY TO ACT

The CITY does hereby vest in each sworn deputy of the SHERIFF, to the extent allowed by law, the police powers of the CITY, which are necessary to implement and carry forth the services, duties and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers. Any sworn deputy sheriff duly appointed as provided by law, shall have the authority and by this agreement is vested with the power to:

- Enforce the laws of the State of Florida;
- Enforce the ordinances of Okaloosa County that are applicable in the CITY; however, to the extent should an ordinance of the County be in conflict with an ordinance of the CITY, the CITY's ordinance shall prevail;
- Enforce the ordinances of the CITY and provide frequent patrols at CITY facilities and parks during special and sporting events and activities; and
- Provide any other law enforcement activity as authorized or directed by the City Council.

ARTICLE VII
UNIFORMS AND VEHICLES

The SHERIFF shall have the total responsibility for the selection of uniforms for the deputies performing duties and services pursuant to this agreement and the marking of patrol vehicles. All vehicles to be used by contracted deputies within the CITY shall be marked with the seal of the CITY of Destin. The SHERIFF agrees to enhance identification of the City of Destin through improved vehicular decals and substation building signage, the extent of which shall be mutually agreed upon by the CITY and the SHERIFF prior to implementation.

ARTICLE VIII
LIAISON & MONTHLY REPORTING

A liaison shall be maintained between the CITY and the SHERIFF and/or his designee. The CITY'S liaison shall be the CITY MANAGER or designee; who shall meet and confer with the SHERIFF and/or designee and other law enforcement officers on a regular basis to review law enforcement activity and other CITY related activities. Provided, the SHERIFF, shall consult only with an authorized representative of the CITY in carrying out the terms and conditions of this contract. The focus of the SHERIFF'S liaison is to improve and maintain optimum communications between the organizations identified in this agreement. The liaison will attend weekly City staff meetings and remain directly involved in issues of the CITY related to public safety within the City of Destin. The liaison will ensure the CITY is provided reports and data, in formats agreed upon by the Sheriff's Office and the City, on a no less than monthly basis, containing information generated within the corporate limits of the CITY. The SHERIFF'S liaison will provide direct and timely notification to the CITY MANAGER of any major incidents occurring within the City limits. Major incidents include those in which have is loss of life, significant property damage or which have the potential to generate high profile media coverage.

ARTICLE IX
INSURANCE

The personnel appointed and employed by the SHERIFF pursuant to this agreement shall be covered in all respects as are other members of the SHERIFF'S office either through the SHERIFF'S Self-Insurance Fund or through a private company with comparable coverage to minimally include worker's compensation, liability and adequately cover replacement costs of rented, borrowed or used equipment, vehicles and property. The SHERIFF shall provide the same insurance coverage for the vehicles used in the CITY under the terms of this agreement as is used for like vehicles in the SHERIFF'S Office.

ARTICLE X
TERM

This service agreement shall remain in full force and effect for the term commencing the 1st day of October, 2022 and ending the 30th day of September, 2023, inclusive, unless otherwise amended, extended or terminated in accordance with the terms hereof.

ARTICLE XI
OPTION TO RENEW

For, and in consideration of, the mutual benefits herein contemplated, the sufficiency of which is hereby acknowledged, the SHERIFF does hereby extend to the CITY a continuing option to renew

this service agreement upon the same terms and conditions described herein, subject, however, to the provision that the contract price shall be negotiated between the parties each year. Any such contract price negotiations shall be completed with the City Manager thirty (30) days prior to the end of the then-current contract year to allow for inclusion of the contract sum in the CITY'S proposed budget, contingent upon an annual appropriation by the City Council.

ARTICLE XII

RIGHT OF CANCELLATION AND TERMINATION

Any party hereto shall have the right to cancel this contract at any time during its existence upon giving ninety (90) days advance notice of its intention to cancel. Upon the termination of the ninety (90) day period, this contract shall then be canceled, terminated, become null and void and of no further force and effect.

ARTICLE XIII

AUTHORITY TO EXECUTE

The SHERIFF, by his execution hereof, does hereby represent to the CITY that he has full power and authority to make and execute this service agreement pursuant to the powers vested in him under Article VIII of the Constitution of the State of Florida and Section 125.0101, Florida Statutes, to the effect that his making and execution hereof shall create a legal obligation upon himself as a political subdivision of the State and as SHERIFF of Okaloosa County, Florida, which shall be legally binding upon him; and that the same shall be enforceable by the CITY according and to the extent of the provisions hereof. Nothing contained herein, nor any obligation on the part of the SHERIFF to be performed hereunder, shall in any way be contrary to, or in contravention of, any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.

The Mayor and/or City Manager, by their respective executions hereof, do each represent to the SHERIFF that they, collectively, have full power and authority to make and execute this service agreement on behalf of the City of Destin, Florida, and nothing herein contained is in any way contrary to or in contravention of the Charter of the City of Destin or the laws of the State of Florida.

ARTICLE XIV

NOTICES

All notices required hereunder shall be made by Certified Mail, Return-Receipt Requested, and any notice required hereunder shall be addressed to the party intended to receive same at the following address:

SHERIFF: Eric Aden, Sheriff
Okaloosa County Sheriff's Office
50 2nd Street
Shalimar, FL 32579

CITY: Lance Johnson, City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

ARTICLE XV
NON-ASSIGNABILITY

The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the consent of the City Council of the CITY, which consent must be evidenced by a duly passed action of the City Council and produced to the SHERIFF in writing.

ARTICLE XVI
SOVEREIGN IMMUNITY

The parties further agree that nothing in this Agreement constitutes a waiver of the City of Destin's rights and immunities under the common law, Florida Constitution or Florida Statutes 768.28, as amended from time to time.

ARTICLE XVII
INDEMNIFICATION

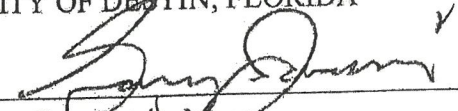
The SHERIFF shall be legally responsible for actions of Sheriff's law enforcement personnel performing services under this agreement. Lawsuits and claims that may be filed from time to time shall be handled by the SHERIFF in accordance with normal procedures and the SHERIFF shall hold the CITY harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the Sheriff's use of CITY property or the intentional or negligent acts of the SHERIFF, Sheriff's Deputies and Sheriff's employees; and, the SHERIFF shall indemnify the CITY from any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the SHERIFF, Sheriff's Deputies and Sheriff's employees.

The CITY agrees to hold the SHERIFF harmless from any and all manner of actions, causes of actions, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted by the CITY and enforced by the SHERIFF or from acts or omissions attributable to the CITY that occurred prior to the execution of this agreement, and the CITY agrees to indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF might suffer in connection or as a result of the constitutionality of ordinances enacted by the CITY and enforced by the SHERIFF or from acts or omissions attributable to the CITY that occurred prior to the execution of this agreement. The SHERIFF does not assume any existing or contingent liabilities regarding liability of the CITY unless specifically listed in this agreement. The CITY does not assume any existing or contingent liabilities regarding liability of the SHERIFF unless specifically listed in this agreement.

ARTICLE XVIII
ENTIRE AGREEMENT

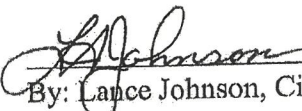
The parties acknowledge one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereto. No modification hereof shall be effective unless in writing, executed with the same formalities as this agreement is executed.
IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

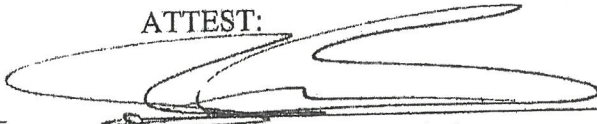
CITY OF DESTIN, FLORIDA


By: Gary Jarvis, Mayor

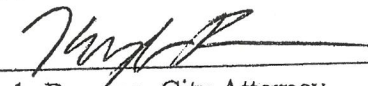
Date: 9/19/22

ATTEST:

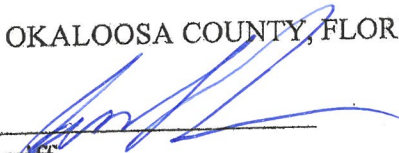

By: Lance Johnson, City Manager


Rey Bailey, and City Clerk

Approved as to legal form:


Kyle Bauman, City Attorney

SHERIFF OF OKALOOSA COUNTY, FLORIDA


Eric Aden, Sheriff

Date: 9/30/22

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 2, 2023
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.E.

TO: City Council

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

FROM: Kimberly Montgomery, Deputy City Clerk

DATE: 9/20/2023

SUBJECT: McGuire's Irish Pub Annual Halloween Run ROW Request

I. BACKGROUND: McGuire's Irish Pub of Destin is requesting the use of the city streets to hold their annual 5K/10K road race on October 28, 2023. They have provided the required documentation and the Okaloosa County Sheriff's Office, the Destin Fire Control District, and the Okaloosa County Emergency Medical Services have been notified of the upcoming request. A map indicates the path of the race. The Okaloosa County Sheriff's Posse will control the traffic where necessary and the race sponsors will maintain the traffic elsewhere and remove any debris left after the request.

II. DISCUSSION:

- A. Link to Strategic Goals / Objectives:** Enhance Quality of Life.
Enhance the City's Recreational Services.
- B. Effect on Budget (EOB):** The City of Destin shall not incur any expense or revenue as a result of this request.
- C. Level of Service (LOS):** There is no staff requirement for this request.
- D. Legislative Sponsor:**

III. CONCLUSION: All related and required documentation has been submitted and approved for legal sufficiency by both the City Attorney and the Risk Manager. Staff recommends approval of this request.

IV. RECOMMENDED MOTION: I move to approve the McGuire's Irish Pub 5k/10k Run request for use of City streets on October 28, 2023.

Attachments:

1. McGuire's Irish Pub Halloween Run
2023



**CHECKLIST FOR USE OF PUBLIC FACILITIES OR
PROPERTY:**

Name of Organization: McGuire's Irish Pub of Destin

Type of Event: 5 and 10 K Charity Run

Date(s) of Event: October 28

Location of Event: see route map

1.* Certificate of Insurance (**Endorsement to the Policy & Acord is required.**)
provided: Yes: ☒ **This is required.** Date on which provided: 09.15.23

2.* Hold Harmless (**Signed Original**) provided: Yes: ☒ **This is required.**
Date on which provided: 09.15.23

3.** Permission granted from FDOT for use of State roadway (applicable only if
using and closing any portion of State Highway 98) Yes _____ No _____
Date written permission granted: N/A

4.** Local law enforcement services requested: Yes _____ **This is
required.**
Law enforcement officer contacted: Matthew Abbott

5.** Destin Fire Control District contacted: ☒ Yes _____ **This is
required.**
Person contacted: Matt Taylor

6.** Okaloosa County Emergency Medical Services contacted:
Person contacted: Patrick Maddox ☒ Yes _____ **This is
required**

7. Please provide map of race route(s).
included

8. Describe steps being taken to ensure removal of all directional arrows, signage,
as well as trash left on City streets upon conclusion of the event:
cleaning crew will clean up all
trash left on the course after the event

9. Please provide location & pertinent information regarding sufficient and
approved event participant parking for the event:
+ or - 900 participants

Any unauthorized event participant parking is subject to being towed from private property at vehicle owner's expense

10. City Park Permit needed: Yes ___ No ✓ If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.

11. Will the event be in a residential neighborhood and will there be excessive noise or light glare from the event?

residential neighborhood no excessive noise or light
Charlotte Dupikan

(Requester's or Acting Agent's Signature)

* Original Certificate of Insurance and signed Hold Harmless must be provided to the City of Destin to be presented to City Council prior to their approval of the event, as well as a map of the race route.

** Provide the City a written acknowledgement/concurrence from the agency.

HOLD HARMLESS AGREEMENT

_____ agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the _____ to be held on _____.

In addition, the _____ agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than \$2,000,000.00.

(Corporate Name).

Signature of President

Print name and print President next to name

STATE OF _____

COUNTY OF _____



HOLD HARMLESS AGREEMENT

MCGUIRE'S IRISH PUB OF DESTIN INC agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising

from MCGUIRE'S IRISH PUB OF DESTIN 26TH
Hamletown 5K / 10K RUN / WALK

to be held on OCTOBER 28 2023

In addition, MCGUIRE'S IRISH PUB OF DESTIN INC agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than \$1,000,000.00

MCGUIRE'S IRISH PUB OF DESTIN INC
(Corporate Name)

Signature of President

WILLIAM MCGUIRE MARTIN
Please Print Name and President next to name

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 15 day of AUG 20 23
by WILLIAM MARTIN as President of MCGUIRE'S IRISH PUB OF DESTIN INC

Shay Lisa Adams
Signature of Person Taking Acknowledgement

(Seal)

SHAY LISA ADAMS
Printed name of Person Taking Acknowledgement



Personally known ☒ or has produced identification ☐

Type of Identification produced _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Group 12730 Coldwater Rd Ste 103 Fort Wayne IN 46845		CONTACT NAME: Liz Painter PHONE (A/C, No, Ext): (260) 240-4792 FAX (A/C, No): (260) 240-4792 E-MAIL: lpainter@insmgt.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Casualty Company	
		INSURER B: Nationwide Life Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2023 \$1M A.I. **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Legal Liability to Participant \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: For Event Basis		KRO0000009332900	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse and Molestation \$ 500,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		KRO0000009332900	12/31/2022	12/31/2023	\$ \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)		BAX0000031991400	12/31/2022	12/31/2023	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Destin, FL IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.
DATE OF EVENT(S): 10/28/23 McGuire's Halloween Run Walk 5k/10k INSURED RRCA CLUB/EVENT MEMBER: McGuire's Irish Runners ATTN: Shay Adams, 600 E Gregory St, Pensacola FL 32502 Attached: KRGL56
Processed by RMV

CERTIFICATE HOLDER

10/28/23 City of Destin 4200 Indian Bayou Trail Destin FL 32541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE Jerry R. Diller

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Policy Change
Number 0029

GU 269
(11-85)

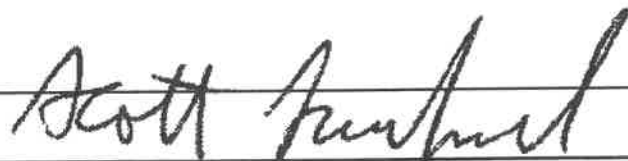
THE ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85

POLICY CHANGES

POLICY NO. KRO0000009332900	POLICY CHANGES EFFECTIVE 12/31/22	COMPANY NATIONAL CASUALTY COMPANY
NAMED INSURED ROAD RUNNERS CLUB OF AMERICA (RRCA)		AUTHORIZED REPRESENTATIVE K&K INSURANCE GROUP, INC.
COVERAGE PARTS AFFECTED COMMERCIAL LIQUOR LIABILITY		PAGE 01 OF 01
CHANGES THE FOLLOWING IS ADDED TO THE POLICY ADD LIQUOR LIABILITY COVERAGE FOR MCGUIRES IRISH RUNNERS ON 10/28/23 LIMITS \$1,000,000 EACH COMMON CAUSE LIMIT \$2,000,000 AGGREGATE ADDITIONAL PREMIUM: \$480		

LMB 08/23/23



Authorized Representative Signature

OC EMS

From: Patrick Maddox pmaddox@myokaloosa.com
Subject: RE: McGuire's Halloween run
Date: Sep 11, 2023 at 1:50:46 PM
To: Charlotte Ratikan charlotte@mcguiremgt.net
Cc: Tamara Young Destin PIO tyoung@cityofdestin.com,
Joseph J. Fulghum jfulghum@sheriff-okaloosa.org

Good Afternoon Charlotte,

No concerns from Public Safety as long as it is about the same number of participants as it has been. I didn't see any correspondence from the S/O, so you will still need to submit this to them for approval of your route and guidance on whether you would be required to have staff/flag persons along the route.

Stay safe,

Patrick Maddox, LE CDR(R)
Director of Public Safety
Okaloosa County Board of County Commissioners
90 College Blvd E.
Niceville, FL 32578
(850) 651-7150
pmaddox@myokaloosa.com



From: Charlotte Ratikan <charlotte@mcguiremgt.net>
Sent: Monday, September 11, 2023 1:40 PM
To: Patrick Maddox <pmaddox@myokaloosa.com>
Subject: McGuire's Halloween run

Hi

This is to notify your department that McGuire's Irish Pub is having its annual Halloween run on October 28 , 2023 at 9 am. Please find included the course for the 5 and 10 k run. Would you please send the approval required by the city of Destin . Thank you

0080

From: Charlotte Ratikan charlotte@mcguiremgt.net
Subject: Fwd: McGuire's Halloween run
Date: Sep 11, 2023 at 2:27:55 PM
To: charlotte ratikan theratikans@gmail.com

Sent from my iPhone

Begin forwarded message:

From: "Matthew D. Abbott" <mabbott@sheriff-okaloosa.org>
Date: September 11, 2023 at 1:52:35 PM CDT
To: Charlotte Ratikan <charlotte@mcguiremgt.net>
Cc: "Joseph J. Fulghum" <jfulghum@sheriff-okaloosa.org>
Subject: RE: McGuire's Halloween run

Hey Charlotte! The OCSO will be happy to assist!

This request will have to be routed through our command for approval. I have cc'ed Capt Jason Fulghum who is the district commander for Destin and can facilitate the approval process. We will be happy to assist McGuires with this traditional event.

Thank you!
MA

Captain Matthew D. Abbott
Criminal Investigations Division
Okaloosa County Sheriff's Office
50 2nd St.
Shalimar, Florida 32579
Cell: [850-259-4043](tel:850-259-4043)
mabbott@sheriff-okaloosa.org

From: Charlotte Ratikan <charlotte@mcguiremgt.net>
Sent: Monday, September 11, 2023 1:44 PM
To: Matthew D. Abbott <mabbott@sheriff-okaloosa.org>
Subject: McGuire's Halloween run

From: [Joseph J. Fulghum](#)
To: charlotte@mcguiremgmt.net
Cc: [Brian M. Parkton](#); [Tamra L. Cokonougher](#); [Kim Montgomery](#); [Patrick Maddox](#)
Subject: McGuire's 5/10K
Date: Wednesday, September 27, 2023 1:09:03 PM

[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.]

Mrs. Charlotte,

As long as you abide by Lt. Parkton's directions, your event is approved by the Okaloosa County Sheriff's Office. I hope your event is safe and successful.

Joseph Jason Fulghum
Captain, East District
Okaloosa County Sheriff's Office
4300 E. Legendary Dr. Suite 250
Destin, FL 32541
(850)613-2208

We are committed to upholding the Constitution of the United States and the laws of Florida with excellence and integrity. We strive to reduce crime while providing fair and equal treatment for all. We are honored to serve and protect.

DFC17

From: Matt Taylor mtaylor@destinfire.com
Subject: RE: McGuire's Halloween Run
Date: Sep 11, 2023 at 3:11:15 PM
To: Charlotte Ratikan charlotte@mcguiremgt.net
Cc: Mike Landis MLandis@destinfire.com, Jeff Anderson
JAnderson@destinfire.com, Justin Blixt
JBlixt@destinfire.com

Charlotte,

Thank you for notifying the Destin Fire Control District of the Annual Halloween Run on October 28, 2023 at 9am. The appropriate shift has been copied on this e-mail.

Please advise all participants to maintain an awareness for any responding emergency vehicle during all stages of the event and to immediately cede the right-of-way.

Have a great run and if you need any other assistance, please contact me.

This e-mail will serve as the Destin Fire Control District's acknowledgement of this event. Please forward it to the appropriate agencies.

Matt Taylor, Fire Marshal
Destin Fire Control District
[850-837-8413](tel:850-837-8413)

From: Charlotte Ratikan <charlotte@mcguiremgt.net>
Sent: Monday, September 11, 2023 1:46 PM
To: Matt Taylor <MTaylor@destinfire.com>
Subject: McGuire's Halloween Run

Hi

This is to notify your department that McGuire's Irish Pub is having its annual Halloween run on October 28 , 2023 at 9 am. Please find included the course for the 5 and 10 k run. Would you please send the approval required by the city of Destin .

Green = 5K Route
Blue = 10K Route



Kim Montgomery

From: Kimberly Kopp <kkopp@romanokopplaw.com>
Sent: Wednesday, September 20, 2023 9:36 AM
To: Kim Montgomery
Cc: Jamie Dittmer; Rey Bailey; Sharon Gardner; Monika Johnson
Subject: Re: McGuire's Irish Pub Annual Halloween Run - Request for use of City ROW 2023

[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.]

Looks good to me as long as Jamie D confirms all of our insurance requirements are met. Thanks Kim M!

On Sep 20, 2023, at 8:55 AM, Kim Montgomery <kmontgomery@cityofdestin.com> wrote:

Good morning everyone,

Jamie & KK,

Please find attached the request for use of City ROW for McGuire's Annual Halloween Run for you to review and approve for legal sufficiency and risk. After your review, please reply to this email that it looks to be in order, so that I can place it on the next city council agenda.

Thanks!
-Kim

Kimberly I. Montgomery | Deputy City Clerk
City of Destin | 4200 Indian Bayou Trail
Destin, FL 32541 | (P) 850.837.4242

<image001.png>

Please visit our web site at www.cityofdestin/cssurvey to complete a customer service survey. We appreciate your honest opinion and will take it into consideration to help us improve our services. Thank you for your feedback.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

****Please be aware, the associated cost for public records is \$.15 per page for one-sided copies, \$.20 for two-sided copies, and \$21.00 per hour after the first 15-minutes; for time spent on research.****

"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."

<McGuire's Irish Pub Halloween Run 2023.pdf>

Kim Montgomery

From: Jamie Dittmer
Sent: Wednesday, September 20, 2023 4:14 PM
To: Kim Montgomery; Kimberly Kopp
Cc: Rey Bailey; Sharon Gardner; Monika Johnson
Subject: RE: McGuire's Irish Pub Annual Halloween Run - Request for use of City ROW 2023

Looks good from my side!

Thanks,

Jamie

Jamie Dittmer, MHR, SHRM-CP
Human Resources Director

CITY OF DESTIN

4200 Indian Bayou Trail
Destin, Florida 32541
O: 850-837-4242, ext 1301
C: 850-714-2484
F: 850-269-9890



From: Kim Montgomery <kmontgomery@cityofdestin.com>
Sent: Wednesday, September 20, 2023 8:56 AM
To: Kimberly Kopp <kkopp@romanokopplaw.com>; Jamie Dittmer <jdittmer@cityofdestin.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>; Monika Johnson <mjohnson@cityofdestin.com>
Subject: McGuire's Irish Pub Annual Halloween Run - Request for use of City ROW 2023

Good morning everyone,

Jamie & KK,

Please find attached the request for use of City ROW for McGuire's Annual Halloween Run for you to review and approve for legal sufficiency and risk. After your review, please reply to this email that it looks to be in order, so that I can place it on the next city council agenda.

Thanks!
-Kim

Kimberly I. Montgomery | Deputy City Clerk
City of Destin | 4200 Indian Bayou Trail
Destin, FL 32541 | (P) 850.837.4242

**REGULAR MEETING
DESTIN CITY COUNCIL
SEPTEMBER 18, 2023
CITY HALL ANNEX COUNCIL CHAMBERS
5:30 PM**

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

Destin City Council

Mayor Bobby Wagner

Councilmember Torey Geile

Councilmember Terésa Hebert

Councilmember Jim Bagby

Councilmember Dewey Destin

Councilmember Johnny King

Councilmember Kevin Schmidt

Destin City Staff

City Manager Lance Johnson

City Engineer Ryan Scott

IT Director Andy Peters

Finance Director Krystal Strickland

HR Manager Jaime Dittmer

Parks/Rec Director Lisa Firth

City Attorney Kimberly Kopp

City Clerk Rey Bailey

Public Works Director Michael Burgess

Community Development Director Louis Zunguze

Grants/Project Manager Jeffrey Cozadd

Public Information Manager Tamara Young

Code Compliance Director Troy Williams

Deputy Code Compliance Director Brian Davis

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 5:30 PM. Pastor David J. Butler of Faith Assembly Christian Church gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Requests were made to move agenda item 4A – *401 Beach Drive Update*, to the top of the agenda, and to move agenda item 4C – *Undergrounding Overhead Utilities*, to the top of the City Manager Reports section of the agenda.

Motion by Councilmember Hebert, seconded by Councilmember King, to approve the agenda, as amended, passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”; Councilmember Sweetser was absent from the meeting).

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

- A. Public Works/Public Safety Committee 2023-2024 Work Plan, presentation by Committee Chairman Jim Wood

Mr. Jim Wood, Public Works/Safety Committee Chairman, presented the committee's annual workplan.

Motion by Councilmember Bagby, seconded by Councilmember Destin, to approve the Public Works/Public Safety Committee 2023-2024 Work Plan passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted "yes"; Councilmember Sweetser was absent from the meeting).

The next item discussed was agenda item 4A

2. PUBLIC COMMENTS

3. CONSENT AGENDA

- A. Operations Financial Report
- B. Capital Project Status
- C. Amendment to Gulf Shore Drive Extension Construction Agreement For Completion of Construction by December 31, 2023.
- D. Resolution 23-20 39th Annual Christmas Parade
- E. Annual Insurance Renewals
- F. City of Destin Vulnerability Assessment - Dewberry Work Authorization
- G. 607 Choctaw Ave- Proposed Residential Marine Construction Project for the construction of a new marginal dock, consisting of a 36.2' x 6' section and an 8' x 6' section
- H. Approval of minutes of September 7, 2023, Regular City Council Meeting
- I. Approval of minutes of July 17, 2023, Regular City Council Meeting

Councilmember Schmidt moved for approval of Consent Agenda items 3A through 3I; seconded by Councilmember King. Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted "yes"; Councilmember Sweetser was absent from the meeting).

Following approval of the Consent Agenda, the next item discussed was agenda item 4B.

4. CITY MANAGER REPORTS

- A. 401 Beach Drive Update

The City Attorney announced that the Okaloosa County School Board included on their Monday, September 25th meeting agenda a request for authorization for a submittal of a proposal to purchase a 7.6-acre vacant parcel of land located at 401 Beach Drive, Destin, Florida, which is contiguous to the boundary of the Destin Elementary School Campus. It will be presented by Deputy School Board Superintendent Steve Horton, and the School Board Superintendent is recommending approval by the School Board. Dr. Diane Kelly, a school board member, Mr. Grant Myer, Director of Operations, and Doctor Bill Smith, Program Director of Facilities are present in the audience tonight.

At this time, the mayor opened the floor for public comments with regards to this topic.

Mr. Jay Howard, Vice President of Business Development, Howard Group, announced he had secured two separate \$100,000 private donations towards the purchase of the property. If the money is not needed, those donations can be used towards the improvement of the school playground and landscaping around the playground.

Having no other public comments, the mayor turned the matter over to the city council for further discussion and action.

Councilmember Schmidt stated that though he is quite appreciative of the school district's intention to purchase the property, they have not actually made an offer or provided a proposal to purchase the property, and the due date to make an offer is tomorrow afternoon. He added that the school board does not meet until Monday, September 25th. He recommends having a council decision tonight to make an offer contingent upon the school board voting to purchase the property at their meeting next week.

Councilmember Geile moved to authorize the City Manager and City Attorney to negotiate and make some type of offer in the realm of the appraisal value of the property; seconded by Councilmember Schmidt.

Councilmember Destin noted they would have to put down 10% earnest money when they make an offer. He would like to know what happens to the city's earnest money if the school board or another entity ends up buying the property.

According to the City Attorney, they could address that issue with the terms of the offer to be made whether the seller wants the city to lose the earnest money if they were to back out from the deal. She also stated that the council could make the offer they are comfortable with, she will discuss it with the broker, and proceed from there.

Councilmember Bagby stated that he trusts the school board to do the right thing and that he feels confident the school board will be able to obtain the property.

Councilmember Bagby offered a substitute motion to authorize the City Manager and City Attorney to negotiate up to the school board's appraisal price and contingent on the school board approving 95 percent of that appraisal value; seconded by Councilmember Destin.

Councilmember Hebert wants to know if they could simply ask the broker to extend the deadline until after the school board meets and possibly make an offer on the property rather than the city making the offer and putting down the earnest money.

The City Attorney stated that the city could certainly make the request, and that it would likely be approved as the broker may want to have all the offers in hand before making a final decision. Also, in her conversation with the broker, she got the impression they want to reserve the right to make modifications to the current solicitation. However, it involves a Canadian Bankruptcy Court and there is no guarantee how things may end up.

Councilmember Schmidt expressed some concern over the statement Mr. Steve Horton, Assistant Superintendent of School Operations, made at the previous city council meeting when he stated that they have a desire for just a fraction of the parcel to create more green space for the students.

Councilmember Destin stated that he is confident the school board will make a good faith effort to purchase the property.

Councilmember Geile reiterated that the school board will not meet until Monday, September 25th, and that it was his understanding that the broker has already received other offers, and that they would likely entertain some of those offers. He believes the city attorney understands exactly the desire of this council and what is best for this community and that she could write the offer in a manner that would help protect the interest of the city. He recommends giving the city attorney the liberty to negotiate something not unbearable for the City of Destin but would be fair to give the school board a chance to do what is necessary to get the job done.

Motion passed 5-1 (Council members King, Hebert, Bagby, Destin, and Geile voted “yes”; Councilmember Schmidt voted “no”; Councilmember Sweetser was absent from the meeting).

Following this item, the next item discussed was agenda item 4C.

B. Property Exchange - Shore at Crystal Beach Park

According to the City Manager, the proposed property exchange would consist of the city acquiring 2940 Scenic Hwy 98 and a “donation” offer of \$50,000 from the property owner in exchange for 2970 Scenic Hwy 98. This does not reflect the city’s appraisals relating to the difference between property values, The city attempted to make a counteroffer, but the property owner has indicated no willingness to further negotiate. The staff is looking for the council’s direction with regards to the potential land swap agreement being proposed by the owner of 2940 Scenic Hwy 98 and to possibly increase the amount of funds being offered by the owner of 2940 Scenic Hwy 98.

Councilmember Bagby moved to direct the City Manager and City Attorney to make a counteroffer of \$250,000 for the potential land swap agreement; seconded by Councilmember Destin.

Councilmember Schmidt recommends directing the City Manager and City Attorney to reach out to the owner of the white house (2968 Scenic Hwy 98 East) to see if they have any interest in selling the property to the City of Destin.

Councilmember Destin recommends doing both – making a counteroffer for the potential land swap and reaching out to the owner of the white house.

According to Councilmember Bagby, he would be willing to amend his motion to include both actions, however, he would like to know the City Attorney's understanding of the council's direction.

The City Attorney stated that she would ask the owner of the white house about his current asking price for his property and bring that information back to council as well as the response to the council's counteroffer for the property swap. She will have the conversation with each property owner and bring the results back to the city council.

Councilmember Bagby offered an amended motion to direct the City Manager and City Attorney to make a counteroffer of \$250,000 for the potential land swap agreement, and to reach out to the owner of the white house (2968, Scenic Hwy 98 East) to see if they have any interest in selling the property to the City of Destin, and send that information back to council as well as the response to the \$250,000 counteroffer for the land swap; seconded by Councilmember Destin. Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted "yes"; Councilmember Sweetser was absent from the meeting).

Upon completion of this item, the city council moved on to agenda item 4D – City Manager Announcements.

C. Undergrounding Overhead Utilities – Update

Finance Director Krystal Strickland stated that the city has been receiving the cost estimates from the carriers – FPL, Cox Cable, Unity, and Century Link – if they do the labor to underground the facilities as well as the cost estimate if the city contractor performs the work. The city has the option allowing FPL and carriers to perform the work or to issue an RFP to hire a contractor to conduct the conversion of overhead utilities to underground.

Ms. Stephanie Lindsay, Project Manager for Utility Consultants of Florida, outlined the following positive reasons for the city to hire its own contractor:

1. If FPL and the carriers perform the work, they cannot guarantee the schedule and when crews will be in and out of the project. The crew's availability will be dependent on other projects, outages, storms, and other factors.
2. FPL and the carriers are not responsible for site restoration, sidewalk restoration, sub surface compaction, landscaping, and service laterals.
3. FPL and the carriers are not responsible for trenching and backfilling service laterals.

4. The FPL/Carriers option creates significant coordination challenges with city, business and residents being made aware of when and where FPLs and different Carrier's crews will be.
5. FDOT will require site areas to be restored or closed down until surface restoration is complete. The city would have to have a contractor ready each time FPL crews come out to the site. This requires continuous mobilization efforts with limited notice, including maintenance of traffic (MOT).
6. The cost for the contractor option is estimated. The cost is based on the estimates received from the utility owners and applied to current unit prices from recent bids, including Gulf Breeze.
7. FPL will require the city to make available all aerial to underground conversion from transformers to meters.
8. The "General" under the "FPL & Carriers Section" includes the estimated cost for lateral work not performed by FPL. The "General" under the "Contractor" is for survey, as-builts, and MOT.

Motion by Councilmember Bagby, seconded by Councilmember Hebert, to authorize staff to issue a Request for Proposals (RFP) to hire an FPL-approved general contractor to conduct the conversion of overhead utilities to underground passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”; Councilmember Sweetser was absent from the meeting).

Following this item, the next item discussed was the Consent Agenda.

D. Announcements

1. Monday, September 25th, 5:30 PM, in the Annex Council Chamber: Joint City Council and Local Planning Agency Workshop – Discussion and Recommendation of policies specific to the Land Development Code language of the new Article 4 –Zoning Districts, Overlays, and On-site Regulations.
2. Monday, October 23rd, 6:00 PM, in the Annex Council Chambers, Code Compliance Public Workshop.
3. September 16th, Finance Director Krystal Strickland was shown in as a board member of the Panhandle Chapter of Florida Government Finance Officer Association.
4. The resurfacing project for Vintage Circle and Vintage Court at Heritage Run Subdivision will be on September 26th.
5. The resurfacing project for the Destin Community Center and Sheriff's Substation parking lot is on or about September 28th.
6. Will start using the ARPA funds soon to replace the corrugated metal piping in West Destin with the schedule has yet to be determined.
7. The RFB for the demolition of three structures and appurtenances for the City of Destin is out. Deadline for bid submission is October 5th. The Destin Fire Control District would like to conduct three training exercises in the Legion Drive tri-plex prior to demolition. Staff want to make sure

the council has no objection. The city will make sure waivers and harmless certificates are in place.

8. The RFB for the Destin Library Carpet Replacement is out and the deadline for bid submission on October 5th.

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 23-13-CN - Adopting the Fiscal Year 2024 Millage Rate.

The City Attorney read Ordinance 23-13-CN by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN OF OKALOOSA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF DESTIN FOR FISCAL YEAR 2024; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Motion by Councilmember Hebert, seconded by Councilmember Destin, to adopt Ordinance 23-13-CN on second reading, adopting the Fiscal Year 2024 operating millage rate of 1.6150 mills, which is more than the rollback rate of 1.4553 by 10.97% passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”; Councilmember Sweetser was absent from the meeting).

- B. Second reading of Ordinance 23-14-CN - Adopting the Fiscal Year 2024 Budget

The City Attorney read Ordinance 23-14-CN by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN MAKING APPROPRIATIONS FOR CERTAIN EXPENDITURES, EXPENSES, CAPITAL IMPROVEMENTS AND CERTAIN INDEBTEDNESS OF THE CITY OF DESTIN, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AND PROVIDING FOR AN EFFECTIVE DATE.

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

According to Councilmember Destin, in order to purchase the large properties that they talked about, they would need to readjust their priorities as they move forward with the budget. He added that delaying the purchasing of new vehicles for a year, raising fees, and/or doing a 3 percent or higher reduction to the departmental budget across the board are some of the options available.

Motion by Councilmember Hebert, seconded by Councilmember Bagby, to adopt Ordinance 23-14-CN on second reading to provide for a balanced budget for FY 2024 passed 6-0 Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”; Councilmember Sweetser was absent from the meeting).

Councilmember Geile requests that a complete list of city-owned properties and estimated value of those properties be made available to the council.

Councilmember Bagby requests that the Renewal and Replacement spreadsheet be provided to the council by the first council meeting in November.

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

- A. Councilmember Sweetser
- B. Councilmember Geile
- C. Councilmember Destin
- D. Councilmember Bagby

Councilmember Bagby requests that the “Parks Foundation By-Laws” be placed on the next council meeting agenda, and the draft bylaws ready for the council’s review. He stated this will be a great source of income that this city sorely needs. This is a way where people can donate parcels and money to the city and get a tax break.

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

Councilmember Schmidt requests that staff look into the city’s median landscaping project on Main Street to see if there is anything missing based on their current contract or determine how landscaping can be improved in that area.

1. Conceptual Idea - 1 Harbor property

Councilmember Schmidt explained the details of his conceptual idea for the 1 Harbor parcel the city is trying to obtain, stating that the key focus is on the culture, the community, and the conservation. He expressed his gratitude to Mr. John Stephens and his wife Ally Stephens, for their creativity in creating the following conceptual drawings.



Mr. John Stephens added that this concept could potentially lead to the creation of a true mooring harbor and provide a station for a potential Harbor Master.

H. Mayor Wagner

J. City Attorney

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 7:40 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

DRAFT

**PUBLIC WORKS/PUBLIC SAFETY COMMITTEE
MEETING MINUTES DESTIN CITY HALL BOARDROOM
TUESDAY, AUGUST 15, 2023 - 5:30 PM**

1. CALL TO ORDER & PLEDGE OF ALLEGANCE:

Chairman Wood called the Public Works/Public Safety Committee to order on Tuesday, August 15, 2023, at 5:30 p.m.

2. ROLL CALL:

Members Present

Member Absent

Staff

James T. Wood, Jr.

John Green

Tom Weidenhamer

John Stephens

Sam Perman

Marcie Bell

Curtis Smith

Kim Montgomery Deputy City Clerk

Michael Burgess PW Director

JT Hart PW Deputy Director

Ryan Scott, City Engineer

3. APPROVAL OF MINUTES: July 18, 2023

Motion to approve the minutes of the July 18, 2023, minutes as written was made by Committee member Bell with Committee member Stephens providing the second. The motion passed 7-0.

4. NEW BUSINESS:

A) Traffic Calming, Kelly Street at Spring Lake Drive (Speed humps, All-Way Stop) discussion

Staff and the committee members discussed at length the ongoing speeding issues and concerns in the city and what they feel needs to be implemented to remedy the problems for the safety of the citizens. Mr. Burgess spoke of this being an ongoing topic to discuss.

Committee member Smith stated that the installation of stop signs is not the solution to slow down traffic and if anything, they aggravate drivers more so with having to stop so much.

B) Evergreen Intersection - Regulatory Sign Request, Ryan Scott City Engineer

Mr. Scott explained there is a crosswalk present but there are no advance cross walk signage in either direction of the immediate area and a citizen has requested for a 3-way stop sign to be installed. He explained further that there is one stop sign at the location of the request.

DRAFT

Committee member Weidenhamer explained he went out to the location in his vehicle and although there was not any traffic at that time of day, this is a circle, and he does not feel the three way stop is warranted.

After additional discussion regarding the need to have consistency in signage in the city and the need to have stop sign warrant study performed first before stop signs are installed, **Chairman Wood made the motion to not recommend an all way stop at this location with Committee member Weidenhamer providing the second. The motion passed with a 6-1 vote with Committee member Bell dissenting.**

C) Mobility Plan, Survey Results, Update – Ryan Scott City Engineer

Mr. Scott asked for the members to provide him with their priorities so that he can share them with the consultants that are working with staff on this plan. After a brief discussion and some of the members stating they could not open the program, Mr. Scott stated that he would email it to them again and they could discuss at their next meeting.

D) Dolphin Point Public Parking Removal Request

Mr. Scott explained there are 8 public parking spaces that terminate at the Dolphin Point property and the HOA is requesting they be removed. They have agreed to pay for the removal and installation of the required landscaping, sidewalks and swales per code. He explained the reasoning for the request is because of their ongoing issues with people parking overnight even though there are no overnight parking signs, people using their private docks with people being picked up by liveries, and using their swimming pool. Additionally, the nearest beach access to this parking lot is 1.4 miles away and is too far and they would not be used for that. He explained that staff determined that these must have been a requirement of the County but was unable to locate any information from a public records request with the County, as to why.

Committee member Bell spoke of several issues that she is aware of that have taken place on Holiday Isle where the parking spaces in question have been used.

Motion by Chairman Wood for the Public Works Safety Committee to recommend City Council direct staff to remove the eight parking spaces located at the Dolphin Point Condominiums in accordance with their request, with Committee member Bell providing the second. Committee member Bell clarified that the motion is not to vacate the right of way. Mr. Scott explained that was their initial request when they first approached staff but that option was not allowed.

Committee member Weidenhamer stated that he wants it included in the motion that Dolphin Point Condo HOA will pay for the removal of the asphalt and the installation of all the required ROW including sidewalks, and landscaping.

DRAFT

Mr. Scott explained that that is all part of the agenda item that he will be bringing to City Council, and it is very clear that Dolphin Point HOA will be paying for all of it.

Committee member Smith spoke of how sometimes, after removal of parking spaces, an issue comes up that there was a parking requirement for guests and he just wanted to make sure that everything has been properly researched before the work is done so there won't be any problems later. Mr. Scott stated that staff did a public records request with the County and they did not find any information for Dolphin Point.

Committee member Green suggested to staff to get everything in writing from the HOA for the project in order to get the process done smoothly.

Chairman Wood agreed to amend the motion to add the cost of the landscaping sidewalks and swale installation will be paid for by Dolphin Point HOA. With no further discussion, the motion passed 7-0.

E) Proposed No U-Turns locations on Airport Road, Regulatory Signage

Mr. Burgess explained to the members several areas along Airport Road where people are making U-Turns past the medians, they are driving off the pavement and creating chuckholes that Public Works staff repairs quite regularly, and staff feel that No U-Turn signs need to be erected.

Motion by Committee member Weidenhamer the Public Works/Public Safety Committee recommends City Council direct staff for No U-Turn Signage to be installed at the locations provided. Committee member Stephens provided the second. In discussion, Committee member Smith asked if there are any driveways or access points blocked by medians that may need the U-turns. Mr. Burgess pulled up Google Maps and showed the locations of where the chuckholes are being created and the distances from the turnarounds at the specified medians.

Mr. Hart explained the immediate areas they have identified seem to be the areas that most people tend to go off the road and cause ongoing issues with irrigation and landscaping.

Committee member Smith stated that he just wanted to make sure that people no longer being able to turn around wouldn't have to go down too far to turn around. **With no further discussion, Chairman Wood called for the vote and the motion passed 7-0.**

5. CONTINUING BUSINESS:

A) Flashing Pedestrian Crosswalk and other enhancement proposals, locations - Mr. Burgess explained that currently, these are being assembled by staff.

DRAFT

Motion by Chairman Wood to install the six crosswalk flashing pedestrian beacons at the locations indicated on the staff's agenda item, with Committee member Stephens providing the second. The motion passed with a unanimous vote of 6-0.

B) Stormwater/Floodplain Management Issues from the Committee or Public - Chairman Wood opened the public portion of the meeting for comment. With no one coming forward, he closed the public.

C) Public Works and Emergency Management Update - Mr. Hart provided the members with the current updates.

6. DISCUSSION

➤ Committee Member Discussion and Updates:

A) Marcie Bell – Thanked staff for the swale work but questioned about the different type of grass that was put down than what is already out there. She then asked if there is a possibility to have a crosswalk installed to get to the other side where the sidewalk is located at Destin Point and Gulfshore Drive. Mr. Burgess explained that there is not an ability to install ADA compliant surface to connect in the area. However, he and the City Engineer will discuss the situation further. As an additional solution, he will ask staff to put down the thermoplastic “STOP” as an additional visual in an effort to try to get the stop sign runners to actually stop.

B) Curtis Smith – Mentioned that if staff has any pull with getting the County to restripe their roadways, noting that a lot of areas need to be restriped. According to Mr. Scott, he has been in discussions with the county regarding annexation and has provided them with a maintenance breakdown and associated cost estimates, however currently, he has not received a response.

7. ADJOURNMENT:

Having no further business at this time, the meeting adjourned at 7:10 p.m.

Adopted and approved this _____ day of _____ 2023.

John Green, Vice Chairman

Kim Montgomery, Deputy City Clerk

**MINUTES
TOWN CENTER COMMUNITY
REDEVELOPMENT AGENCY
ADVISORY COMMITTEE MEETING
AUGUST 16, 2023 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Wernet called the meeting to order at 5:30 PM on Wednesday, August 16, 2023, at the Destin City Hall Annex Council Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

TC Members Present

Lockwood Wernet
Michele Sandstead
Nikki Johnson
Dorothy Robinson
Joshua Cowsert

Member Absent

Delores Morrell

Staff Present

Kim Montgomery Deputy Clerk
Steven O'Connor
Tamara Young PIO Manager
Ryan Scott City Engineer

3. MINUTES FOR APPROVAL:

➤ **May 24, 2023**

Motion to approve the May 24, 2023 minutes as written was made by Committee member Johnson with Committee member Robinson providing the second. The motion passed with a unanimous vote of 4-0. Member Cowsert was not present for the vote.

4. OLD BUSINESS:

➤ **Long Term Financials – Krystal Strickland**

Ms. Strickland briefly covered their top priority projects then their funding sources She briefly spoke of the property at 1 Harbor Blvd. currently being purchased from the Harbor CRA She then explained that the undergrounding costs for Phase I has come in lower than initially anticipated and so, she has been able to drop the funds set aside to about 75% of the \$4.5 they had initially recommended to be set aside, which will free up more funds for the Linear Park or other projects that may come along.

There was discussions about there not being funds set aside for future holiday decorations. Ms. Strickland explained to the members that CRA funds are for Capital Improvement Projects to increase the property values in their district and staff members. Additionally, any funds set aside and spent must be in their Master Plan, that is currently being updated.

Committee member Cowsert questioned if there was a chance for the \$2M debt forgiveness for the Town Center CRA District. According to Ms. Strickland she has not gotten that direction from Council.

5. NEW BUSINESS:

A) Lamar Advertising Presentation – Stephen Stanford

Mr. Stephen Stanford, 5728 Sparkleberry Lane, Pensacola, Florida, who is the VP for Lamar Advertising, provided the members about his company's history and how currently, they have 12 billboards in the city and county, with one being digital. Their proposal is to remove five of the existing billboard structures and replace the remaining six from what they are now with digital billboards and enhance the façade to fit to a more coastal theme in appearance and with less clutter. Currently, four of those are in the CRA District, and as part of the agreement, if this is approved, they would allow the city to have one of the digital LED panel on their signs to push city and emergency information out to the citizens created by their marketing department at no additional cost, which is a value of about \$180k worth of advertising per year. He then spoke of how their signs helped the people out tremendously prior to the Hurricane Ian storm event and afterwards, once power was restored to the signs.

Motion by Committee member Sandstead to recommend the City Council supports Lamar Advertising endeavors with Committee member Mason providing the second. In discussion, Committee member Cowsert asked if Council had any major concerns that they wanted the advisory committees to address prior to their recommendation. According to Mr. O'Connor, there were not any.

Chairman Wernet asked if there is anything in this request that is noncompliant with the current code. Mr. O'Connor explained that the current code does not allow for any structural improvements to be made to any billboards and they cannot be turned into digital signs, unless there is an agreement made and approved by Council, such as this one. The Chair then asked if there would have to be a Code Amendment made to allow for the conversion of the request. According to the City Attorney, if they recommend the agreement, then code allows for that, and if not, then they would not be allowed. **Chairman called for the vote and the motion passed 5-0.**

B) Development Projects and City Projects Update - April 2023 to present

Mr. Butler provided the members with the latest information on the developments in the Town Center CRA and the city.

C) Proposed Ordinance 23-10-LC, Amending Article 7, Zoning & Regulatory Controls Uses

The City Attorney explained the proposed ordinance is to amend the Land Development Code (LDC) to allow for Luxury Motor Homes Parks as a Conditional Use in the Town Center Mixed Use Zone (TCMU) and explained how the owner of the property reached out to staff to see what could be done to allow the use. Additionally, allowing the use as a Conditional Use allows for Council to put extra reasonable conditions to be placed on the use if they were to approve it.

Chairman Wernet asked if the ordinance has already been heard and the City Attorney explained that it has gone before the Local Planning Agency and first reading at City Council, but staff felt the need to bring it before this committee as well prior to final adoption.

Committee member Cowser spoke of his concern of how Highway 98 is basically a parking lot in the summer months with so many people here on vacation and feels that there should be some kind of barrier between the RV's and the highway. The City Attorney explained there are buffering requirements in the Code. Mr. Butler referred the members to the different landscaping and wall buffering that would be required for a potential project.

The Chairman opened the hearing to the public for comment.

Sandy Trammell 3823 Indian Trail spoke about the fact that the way it reads, it could be possible for someone to pull out for one day and then possibly return the next day and potentially stay for another extended period, and asked if that is the intention or is for short time stays.

According to the City Attorney, the use is to be for short term tourist use and not intended for full time residential uses. After additional discussions regarding the need to clean up the language to make it clear that no long term uses would be allowed, and no one can stay for more than 180-days in a calendar year.

Motion by Committee member Johnson, seconded by to recommend to the City Council to approve Ordinance 23-10-LC with modifications to insert with the addition of luxury motorhomes as a conditional use in the Town Center Mixed Use (TCMU) Zone with the 180-day maximum per calendar year. With Committee member Sandstead providing the second.

In discussion, Committee member Cowser questioned if there would be any extenuating circumstances where someone could apply to stay longer. According to the City Attorney, there is not any language to that case and they will have to make a recommendation to Council to add if they feel the need.

Committee member Mason asked if this has already been approved. The City Attorney explained that it still has to go to Council for its 2nd public hearing. Committee member Mason then spoke of her concern how the traffic on 98 in the summer is backed up in the immediate area and does not feel this is a good idea.

Committee member Johnson pointed out that the property is privately owned and it is going to be developed one way or another, and asked if they would prefer to have a RV park that would have less density than an apartment complex or hotel that potentially has hundreds of people in the same 10 acres that is going to get developed and personally she prefers the RV Park.

The City Attorney brought to the members' attention that at this time, there is not an application for the property, and one does come in, the traffic and the access issues would have to be satisfactorily addressed before any approval.

With no further discussion, Chairman Wernet called for the vote and the motion passed 4-1 with Committee member Mason voting no.

D) Committee Work Plan Review – Sandy Trammell

Mrs. Trammell explained to the members the importance of understanding the framework of how to create their annual workplans and how they should be filled out, which they all should be familiar with doing. She then touched on the following:

- **Code of Ethics**
 - Explained their responsibilities as a committee member and to represent all the citizens of Destin and not their personal advantage or that of their friends.
- **Robert's Rules of Order**
 - State the motions clearly for the record and not just I make that motion, provide a second and then discussion before the vote.
- **Work Plans**
 - Briefly covered how to fill out their work plan forms and pointed out that staff can assist however, it is their responsibility to fill them out and work on them.
- **Government in the Sunshine**
 - Explained they should all be aware of this and provided an example of if they find themselves anywhere where there is other members present to remember to not discuss city business.
- **Committee Handbook**
 - Outlines their responsibilities and purview for the function of their committee.

6. DIRECTOR'S REPORT:

- **Linear Park, Phase IV**

Mr. Scott explained staff is looking for their recommendation to remove Phase IV from the Comprehensive Plan and the Land Development Code, Map 2-1 for the roadway and pedestrian walkway that was previously presented to them a few months ago, because of extremely high cost being so close to the wetlands and having to raise the elevation for both.

After a brief discussion and clarification of exactly which parts of the roadway would be

removed, **Committee member Cowsert made the motion to recommend City Council direct staff to remove Phase IV from the Comprehensive Plan and the Land Development Code, with Committee member Johnson providing the second. The motion passed with a unanimous vote of 5-0.**

Chairman Wernet asked Mr. Scott to provide them with the status of the Linear Park Design. According to Mr. Scott, the consultants contracted have received the final survey and are working on the conceptual plan and once they get them to 30% design, he would like to have a workshop for input from several committees and the public.

7. DIRECTOR'S REPORT:

Mr. O'Connor handed out the Town Center CRA Plan Update Phase II Memorandum and asked the members to look it over and then at their next meeting, discuss their thoughts.

8. PUBLIC COMMENT:

None

9. MEMBER COMMENTS:

Committee member Sandstead provided the members with the latest information on the Christmas decorations for the district noting that a someone has volunteered to work on and remake the old Marlin Christmas decoration for the entrance of the district at Regions Bank. She also spoke of the light pole lighting at the cost of \$38k has been ordered.

10. ADJOURNMENT:

Having no further discussions, the meeting was adjourned at 7:00 PM.

Adopted and approved _____ day of _____ 2023.

Lockwood Wernet Chairman

Kim Montgomery Deputy City Clerk

**MINUTES OF THE
PARKS & RECREATION COMMITTEE
MEETING DESTIN CITY HALL BOARDROOM
AUGUST 22, 2023 MEETING - 4:00 PM**

1. CALL TO ORDER:

Chairwoman Trammell called the Parks & Recreation meeting to order at 4:00 p.m. on Tuesday, August 22, 2023, in the Destin City Hall Annex Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

<u>Members Present</u>	<u>Members Absent</u>	<u>Staff Present</u>
Sandy Trammell	Isaac Birch	Kim Montgomery Deputy City Clerk
Nikki Johnson	L'Rena Anderson	Lisa Firth Recreation Director
Daniella Piper		Ryan Reed Dep. Recreation Director
Leslie Schmidt		Michael Baird Parks & Rec Supervisor
Lisa Mason		Joe Bodi Engineering Asst. II

3. AGENDA APPROVAL:

Motion to change the order of the day to move the Mobility Plan up ahead of the Lamar Advertising presentation and adding the duck pond on Kelly Avenue under Committee member Schmidt's name was made by Committee member Piper, with committee member Johnson providing the second. Motion passed 5-0.

4. APPROVAL OF MINUTES: 4/25/2023 & 7/25/2023

Motion to approve both the April 25, 2023 and the July 25, 2023 was made by Committee member Johnson with Committee member Piper providing the second. The motion passed 5-0.

5. NEW BUSINESS:

➤ **Pickleball**

Mr. Reed explained City Council has been discussing how they want pickleball courts and they have had discussions on where they should be installed.

The Grants & Projects Manager, Mr. Cozadd explained that the city has had an approved design for tennis courts that were never funded that staff was able to use for the design and updated it with pickleball courts as well as additional improvements to the parking lot, adding restrooms, lighting and survey work. He did explain however, that the

restrooms and lighting would most likely be part of Phase II design but would be stubbed in as part of Phase I. Additionally, Council discussed the need to have at least two of the courts covered so not to be so hot for those that want to play during the day. Currently, \$400k has been set aside and would most likely be carried over to the FY-24 budget.

Chairwoman Trammell suggested because of the cost, she recommends just two courts be initially planned with the restrooms, since restrooms are needed the most. Especially since there is already three courts available at the Community Center and two outside ones at Buck Destin Park.

Committee member Piper questioned if restrooms were a State requirement for the park. According to Mrs. Firth, there are not and reminded the members that the restrooms at the Annex are available for the public use.

Committee member Johnson spoke in favor of the plan, prefers this location between the Annex and Public Works, and feels the committee should support it.

Motion by Committee member Piper, seconded by Chairwoman Trammell to support the pickleball concept design and add basketball courts to the plan. In discussion, Committee member Piper spoke of wanting to have basketball courts included as well. According to Mr. Cozadd, the total sports facility concept would have those and other possibilities but would not necessarily be part of the first phase of construction and could be included in the design as a whole. **With no further discussion, the Chair called the vote and the motion passed 5-0.**

➤ **Mobility Plan – Engineering Assistant II, Joe Bodi**

Mr. Bodi provided the members with a presentation of the Mobility Plan and explained as new development comes in, they provide an impact to the city's infrastructure. Typically, that impact is taken by as an impact fees to Police Impacts, a Road Impacts, Park Impacts and Library Impact fees, those are all impacts created as new development comes into the city, whether it be single family, multi-family or commercial. He further explained the mobility plan is going to take the place of the Transportation Impact fee which will be easier for residents and developers since everyone will know exactly what that fee is going to be for. Staff is asking for their help to set City Council's their priorities and asked the members to set their top 14 priorities. Staff will combine them into the top ones and determine their cost and break them down into unit prices. That way, when people come in with reconstruction, rebuilds or new facilities; whether it be single family, multifamily, or commercial, they will be able to give their proportionate fair share of their impact from those projects. He provided the members a list of priorities and explained that if there is something not on the list they would like to have, to add it on their sheet and staff will look to see if it

can be added. After staff compiles the list from high, medium and low priorities for short to long term range, they will then be able to determine what the fees will be.

➤ **Lamar Advertising – Steven Sanford**

Mr. Sanford of Lamar Advertising stated that because they changed their agenda, they will not be able to present to them since they have another meeting with Walton County that they have to leave for but they can reschedule for their next meeting, if necessary.

6. MEMBER & STAFF COMMENTS:

➤ **Committee member Schimdt** - Asked if anyone had heard of any complaints from citizen regarding the white ducks. The members discussed the different types of fowl that have been in the pond throughout the years and the signs that are up to discourage people from feeding them bread or crackers. Committee member Piper suggested someone go to the elementary school and educate them about the dangers to the birds and the environment when feeding bread.

➤ **Committee member Piper** - Questioned the grounds and cracks in tennis courts at Buck Destin Park and if there are plans for them. Mrs. Firth explained that staff is aware of the cracks and as soon as the new sewer lines are installed for the restrooms, they will have the courts resurfaced.

➤ **Chairwoman Trammell** – Informed staff that she has 7-foot pilings that she would be glad to donate to the city that they can come over and pick up.

Staff informed the members of the upcoming events for the Holiday Season and discussed the process of signing up little kids for soccer.

➤ **Next Meeting September 26, 2023**

7. ADJOURNMENT:

Having no further discussions, the meeting adjourned at 5:30 PM.

Adopted and approved this ____ day of _____ 2023.

Sandy Trammell, Chairwoman

Kim Montgomery, Deputy City Clerk

**MINUTES OF THE
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL, AUGUST 28, 2023 - 5:30 P.M.**

1. CALL TO ORDER:

Chairman Stephens called the Destin Harbor and Waterways Board meeting to order at approximately 5:30 p.m. on Monday, August 28, 2023, at Destin City Hall, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Member Present:

John Stephens
Jim Green
Guy Tadlock
Casey Jones
Jerod Hayden
Richard Hoey

Members Absent

Bill McKissick

Staff:

Kim Montgomery Deputy City Clerk
Steven O'Connor Principal Planner
Rachel Hoag Planner
Christopher Willis Planner
Kim Kopp City Attorney

3. APPROVAL OF MINUTES:

- April 24, 2023
- June 26, 2023

Motion by Vice Chairman Green, seconded by Board member Jones, the members approved both sets of minutes by consent with corrections made to the June 26, 2023, minutes. The motion passed 6-0.

4. PUBLIC COMMENTS: None

5. NEW BUSINESS:

- A) Proposed single-family residential marine construction project at 607 Choctaw Dr (Parcel ID: 00-2S-24-2186-000E-0620). The project proposes the construction of a new marginal dock, consisting of a 36.2' x 6' section and an 8' x 6' section for a total of 265.2 square feet.**

Mr. Willis explained the members the proposed request is for a marginal dock located on the canals within the confines of Holiday Isle and complies with LDC Section 11.05.01.M, Marina Siting, and the Coastal Management Element of the City's Comprehensive Plan (Coastal Management Element Policy 6-1.1.6) and staff recommends approval of the request.

Mr. O'Connor referred the members to the last page of the packet, noting that staff did receive a letter from the adjacent property owner, who objects to the project.

Board member Green made the recommended motion for the Harbor and Waterways Board recommends approval of the Residential Marine Construction Project proposed at 607 Choctaw Drive, for the construction of a new marginal dock, consisting of a 36.2' x 6' section and an 8' x 6' section for a total of 265.2 square feet. Board member Jones provided the second. The members discussed the location of where the 8' x 6' dock would be, if state permits have been obtained, and the adjacent property owner's disagreement with the project and his problems regarding their pool. With no further discussion, the Chairman called for the vote and the **motion passed 6-0.**

6. MEMBER COMMENTS:

A) Board member Tadlock – Spoke of the condition of the harbor and how there are several vending boats and at least one possible liveaboard out there. He spoke of the rules set forth by the County, and asked what, if anything, could be done about them.

According to Mr. O'Connor there is a draft ordinance that will be coming before the Council soon concerning mooring for various types of vessels. Board member Tadlock also spoke of two sailboats in the harbor one of which is now sunk and abandoned and the other, most likely will be soon, because the riggings are broken and it's not seaworthy.

Chairman Stephens spoke of a program that the FWC now has regarding abandoned and derelict vessels called the At Risk Vessel Program and how he can contact them about those two sailboats, so the FWC can come to the locations, inspect them, and start the process.

B) Board member Jones – Spoke of his continued efforts and discussions with DWU for pump-out stations and how he is not giving up to find a solution to the ongoing problem.

C) Board member Green – Spoke of his plan he came up with to utilize 1 Harbor Blvd. property as a city marina. He explained that the Harbor District has plenty of parks and feels the city should better utilize this property with a city marina and repay the Harbor CRA back for the purchase of the property, acknowledging that this is just the initial idea for the property and understands there will be a lot more discussions coming forward. He then presented his idea to the members of the Board, and all it entails.

Board member Tadlock asked if there was any plans for public fueling at the location. Board member Green stated that there is not and that is not something he would recommend either.

There was a discussion regarding slip density and what is allowed per code. Mr. O'Connor added as a reminder that this Board does not have the capability of approving more slips than is allowed per code for the density allowance.

Chairman Stephens opened the public portion for comment. Mrs. Sandy Trammell spoke of how Destin Water Users is only able of getting sewage to the sewer system from a lift station and how it has to first be treated before it can be brought up, especially if it's been sitting in a holding tank for any length of time.

7. DIRECTOR'S REPORT:

Mr. O'Connor explained that staff will be bringing the Fuel & Pollutant Abatement Plan to the City Council for their review and staff needs a recommendation from this board.

Motion by Board member Green that the Harbor & Waterways Board recommends City Council approve the Fuel & Pollutant Abatement Plan to be included in all applications for marine activity facilities, with Board member Jones providing the second. The motion passed with a unanimous vote of 6-0.

Mr. O'Connor explained that at their last meeting the board voted to have the meeting days changed in order to allow for Board member McKissick attend on a day when he can. Additionally, staff realized that the meeting date the board initially decided on would put staff in a bind because of other scheduled meetings that same week. Therefore, staff is recommending the fourth Thursday of the month.

Motion by Board member Green, seconded by Board member Jones to change the meetings days to the fourth Thursday of the month. The motion passed with a 6-0 for approval.

Mr. O'Connor announced that would make their next meeting be September 28, 2023.

8. ADJOURNMENT:

With there being no further discussion, the meeting adjourned at 6:45 p.m.

Adopted and approved this _____ day of _____ 2023.

John Stephens, Chairman

Kim Montgomery, Deputy City Clerk

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**PUBLIC WORKS/PUBLIC SAFETY COMMITTEE
MEETING MINUTES DESTIN CITY HALL BOARDROOM
TUESDAY, SEPTEMBER 12, 2023 - 5:30 PM**

1. CALL TO ORDER & PLEDGE OF ALLEGANCE:

Chairman Wood called the Public Works/Public Safety Committee to order on Tuesday, September 12, 2023, at 5:30 p.m.

2. ROLL CALL:

<u>Members Present</u>	<u>Member Absent</u>	<u>Staff</u>
James T. Wood, Jr.	Marcie Bell	Kim Montgomery Deputy City Clerk
John Green		Michael Burgess PW Director
Tom Weidenhamer		JT Hart PW Deputy Director
John Stephens		Ryan Scott City Engineer
Sam Perman		Noell Bell Building Official
Curtis Smith		

3. NEW BUSINESS:

A) Residential Development Construction Parking Plans

According to Mrs. Noell Bell, Council directed staff to create a construction parking plan for residential developments, noting that most of the city is now built out and most developments or redevelopments that are being built, are on almost all of the usable space, therefore, there is not a lot of room available for deliverables for the site and subsequently, staff has received an outcry from the citizens about the condition and safety of the construction sites. She also explained staff has provided them with the current provisions in the LDC, that does have requirements specifically for residential construction and site specific parking and unloading for construction. She also briefly outlined the three options that staff created for their review and consideration in order to make a recommendation to Council.

Motion by Committee member Perman to recommend City Council approval of Option 3 with Committee member Green providing the second. In discussion, Committee member Weidenhamer spoke of an incident where construction of a home took place in his subdivision and the construction materials and the dumpster along with the vehicles of the workers was continuously in the ROW.

Committee member Smith spoke of how he runs into this a lot as well, and no one pays attention to the signage posted on the job site.

Committee member Green recommends that the FDOT standards should be included in the guidelines.

Mr. Burgess asked if they agree that a staging plan be required as well as providing the

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perimeters.

Committee member Smith suggested that a schematic be included of where the dumpster would be located as well as other pertinent information regarding inspections of the asphalt and concrete that was present prior to the start of the construction. So that if found damaged at the conclusion of the project, the contractor would be found responsible for the repairs at his expense. Committee member Green and Smith both agree that MUTCED guidelines should be included if sidewalks needed to be closed during construction.

The City Engineer suggested including the schematic in the design manual and Chairman Wood agreed that would be a good idea to include it in the Design Manual to ensure that anyone in the construction business will know what the rules are.

Chairman Wood amended the motion to recommend Option 3 with the addition of the items identified to be in the schematics and be included in the design manual and wherever else it ends up being placed. Committee member Smith provided the second and the motion passed with a unanimous vote of 6-0.

B) Revisiting the ADA Transition Plan motion of 07/18/2023, clarification

Mr. Burgess explained this was previously discussed and at the end of the presentation the motion made by Committee member Smith to support staff's work, he would like to have them endorse the plan and recommend to Council to adopt it for more clarity and direction for staff in order to be able to obtain the necessary funding.

Motion by Chairman Wood to recommend to the City Council to adopt the ADA Transition Plan for pedestrian facilities, with Committee member Stephens providing the second. A brief discussion on why it was brought back took place. Additionally, Committee member Stephens had to step away for a call. The motion passed 5-0 with Committee member Stephens not being present for the vote.

4. CONTINUING BUSINESS:

A) 2023-2024 PWPS Work Plan, for approval

Chairman Wood explained their plan is basically the same, however, he did make some modifications to the wording and removed the speakers because currently, he wants to work on reducing the length of their meetings. Therefore, until a time where he feels they can have functional meetings and speakers and it not to have two plus hour long meetings, he will keep it as it is.

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Motion by Chairman Wood to adopt the Public Works/Public Safety Meeting Workplans with Committee member Weidenhamer providing the second, the motion passed with a 6-0 vote.

B) Speed Hump Policy, for approval

Mr. Burgess explained to the members that he has gone through and made the revisions and corrections from their discussions, and it is now ready to bring it before the Council for adoption.

Motion by Committee member Green that the Public Works/Safety Committee approves the draft speed hump policy and recommends it be brought before the City Council for their consideration and possible approval at their second meeting in September. Committee member Weidenhamer provided the second. With no further discussion, the motion passed with a 6-0 vote.

C) Speed Analysis, Kelly Street, and others

Mr. Burgess explained staff was tasked to take a comprehensive look at speeding issues in the city, and with that direction, staff deployed the stealth speed devices in various areas for 3-4 days at a time, to determine if there are truly speeding issues. Out of the various areas in the city where people have complained and wanted investigated, Kelly and Spring Lake Drive, Kelly and Fleshman, Beach Drive and Second, Indian Trail and Jupiter did not meet the warranted guidelines. However, Indian Trail at Mesa & Lauren However, did meet the warranted 85th percentile being 13 mph over the speed limit and staff will get with the applicant to start the process.

Motion by Committee member Weidenhamer for the Engineering Department to recommend to City Council, at their second meeting in September, to direct the City Manager to have staff get with the applicant to start the process to install speed humps on Indian Trail at Mesa Drive and Lauren Court, with Chairman Wood providing the second.

In discussion, Committee member Stephens stated that he travels Lauren Court a lot and sees the speeding problems daily and even has had people ride his bumper however, he is not in favor of the request.

According to the City Engineer, going forward, staff will be placing the device on Wednesday evenings throughout the weekend in all locations where a request is made so that they have a consistent analysis. With no further discussion, Chairman Wood called for the vote and **the motion passed with a 5-1 vote with Committee member Stephens dissenting.**

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D) Public Works and Emergency Management Update

Mr. Burgess provided the members with the current status of projects in his department as well as the status of the vacant positions his department has. The members briefly discussed strategies that should be put in place to get the positions filled.

E) Stormwater/Floodplain Management Issues from the Committee or Public

Chairman Wood opened the public portion of the meeting for comment. With no one coming forward, he closed the public.

6. DISCUSSION:

➤ **Committee Member Discussion and Updates:**

A) Curtis Smith – Spoke of an incident he witnessed of an 18 wheel truck parked in the right lane on Airport Road at Destin Surgery Center and how it doesn't seem to be practical or safe to be blocking the lane, especially during the peak time of morning rush hour traffic. Mr. Burgess suggested that if he witnesses this again, to contact the Code Compliance division.

7. ADJOURNMENT:

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

Adopted and approved this _____ day of _____ 2023.

John Green, Vice Chairman

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 2, 2023

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Krystal Strickland, Finance Director
Ryan Scott, City Engineer
Louis Zunguze, Community Development Director
Kimberly Kopp, City Attorney
Lance Johnson, City Manager

FROM: Jeffrey Cozadd, Grants Manager
Kyle Bauman, Special Projects Attorney

DATE: 9/27/23

SUBJECT: RFP NO. 23-10-ENG PHASE I UTILITY UNDERGROUND CONVERSION
(September 18, 2023: Councilmember Bagby moved to allow staff to issue a Request for Proposals (RFP) to hire an FPL-approved general contractor to conduct the conversion of overhead utilities to underground, seconded by Councilmember Hebert and passed 6-0).

I. BACKGROUND: At the August 21, 2023 regular council meeting, Utility Consultants of Florida (UCoF) presented their opinion of probable cost for an expanded version of Phase 1 of Utility Undergrounding (US98 Marler Bridge to Airport Road). UCoF estimates the cost of Phase 1 to be \$11.5 - \$14.8 million.

At the September 18, 2023 regular council meeting the Council directed staff to issue an RFP Request for Proposals (RFP) to hire an FPL-approved general contractor to conduct the conversion of overhead utilities to underground.

II. DISCUSSION: Utility Consultants of Florida has prepared a Request for Proposal for the procurement of an FPL-approved general contractor to convert the overhead utilities in the Phase 1 area to underground.

City legal counsel has reviewed the RFP and determined that it is compliant with the City Purchasing Policy.

The RFP will be scored as follows.

SCORING:

Evaluation Criteria	Points
Contractor Ability and Experience	20
Contractor Personnel Qualification and Experience	20
Interactions with City and Regulatory Agency Staff	10
Timely Completion of Projects	20
Surveys of Past Performance	10
Price Proposal/Schedule-of-Values	20
Total Points	100

Council may adjust this as it sees fit at this time, but once the RFP is released, the scoring criteria is set and cannot be changed. Staff believe that the RFP can be published on October 5, 2023 with a bid opening on November 9, 2023. The bid committee will shortlist three applicants who will make presentations to the council likely on December 11, 2023. Council members will rank those three applicants in order of first choice, second choice, and third choice.

A. Link to Strategic Goals / Objectives: 2024 Council Objectives:

1.3 Underground Utilities

B. Effect on Budget (EOB):

The issuance of an RFP does not obligate the city to expend funds nor to enter into a contract.

The FY 2024 Adopted Budget anticipates expenditures to underground overhead utilities. Funding sources include electric franchise fees, Okaloosa Half Penny, and potential issuance of debt.

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

D. Legislative Sponsor: Dewey Destin

III. CONCLUSION: Staff recommends issuing the RFP at this time to begin the process of procuring a general contractor to convert the overhead utilities in Phase 1 to underground.

IV. RECOMMENDED MOTION: Council moves to direct the City Manager to release the RFP 23-10-ENG as presented for publication.

Attachments:

1. RFP 23-10-ENG
2. Destin RFP Technical Specs
3. RFP Schedule of Values 9-24-23

4. FPLs Destin Construction Print - WR
11341323

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSALS

RFP NO. 23-10-ENG

PHASE I UTILITY UNDERGROUND CONVERSION



City of Destin, Florida

October 5th, 2023

Lance A. Johnson, City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSALS #23-10 ENG OVERVIEW

The CITY OF DESTIN, Florida (City), is accepting sealed proposals for:

RFP #23-10-ENG FOR PHASE 1 UTILITY UNDERGROUND CONVERSION

Proposal Due Date:

THURSDAY, NOVEMBER 9, 2023, prior to 2:00 p.m. (CST)

Proposals shall be delivered no later than 2:00 p.m. Central Standard Time (CST) on Thursday, November 9, 2023, to the City Clerk, Rey Bailey, at City Hall, 4200 Indian Bayou Trail, Destin, Florida 32541.

Documents for this RFP are available through Demand Star: <http://www.demandstar.com> and the City's Clerk, Rey Bailey, via email rbailey@cityofdestin.com

GENERAL PROJECT DESCRIPTION

The City is soliciting proposals from qualified contractors to perform all related work to successfully complete the Florida Power & Light (FPL) conversion of Phase 1 overhead facilities along US Highway 98 to underground consistent with FPL's design. Work will include, but not be limited to, construction of all required FPL, Cox Communication, Century Link, and UnitiFiber's underground infrastructure, coordination, FPL street lighting conduit infrastructure, including final certifications, and as-built drawings.

A bid committee will evaluate the qualifications of all submitting firms meeting the minimum requirements as set forth herein.

COMMUNICATIONS AND INQUIRIES

Questions or requests for clarification regarding this Request for Proposals (RFP) must be submitted via email to Rbailey@cityofdestin.com by 4:00 p.m. (CST), Thursday, October 24, 2023. Responses to questions or requests for clarification will be made pursuant to written addenda to this RFP and posted on Demand Star. It is the responsibility of the Contractor to download issued addenda through Demand Star.

SCHEDULE OF EVENTS

The City anticipates the following projected schedule for the RFP process. The City reserves the right at its sole discretion to revise the projected schedule at any time.

Release of RFP	October 5, 2023
Pre-Bid Meeting	October 19, 2023, by 2:00 p.m. (CST)
Deadline for questions	October 24, 2023, by 4:00 p.m. (CST)
Proposal due date	November 9, 2023, by 2:00 p.m. (CST)
Bid Committee Meeting (Short-Listing)	November 16, 2023
City Council Meeting Ranking Approval	December 11, 2023
City Council Meeting Contract Award	TBD

CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSALS 23-10-ENG Phase 1 Utility Underground Conversion

Sealed proposals must be received at City Hall, 4200 Indian Bayou Trail, Destin, Florida 32541, **THURSDAY, NOVEMBER 9, 2023, prior to 2:00 p.m. (CST)**. At that time, the City will publicly open all timely submitted proposals for the sole purpose of recording the names of the contractors submitting proposals. Proposals received after the scheduled time for opening will not be considered but can be claimed by the Contractor within ten (10) calendar days of the opening. After that time, the City reserves the right to destroy the late proposal in accordance with applicable law.

Attached are important instructions and specifications regarding responses to this RFP. The failure of a responding Contractor to follow these instructions could result in disqualification from consideration for a contract to be awarded pursuant to this RFP.

This RFP document is issued by the City and all addenda and changes to the RFP documents shall also be issued by the City. The City shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The City shall post all such addenda, together with any other information pertaining to this RFP on Demand Star at <http://www.demandstar.com>. It is the sole responsibility of each Contractor to review the Demand Star website prior to submitting its proposal to this RFP to ensure that the Contractor has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The City is not responsible for any solicitations issued through a subscriber, publications, or sources other than Demand Star or the City, and the Contractor should not rely on such sources for information regarding this RFP.

NO CONTACT: No Contractor nor any prospective Contractor shall contact, communicate with or discuss any matter relating in any way to this RFP with any member of the CITY OF DESTIN, City Council, City Manager, any agent of the City, or any employee of the City other than the City Clerk (or designee), unless such communication is authorized as part of the selection process for this RFP. This prohibition begins with the issuance of the RFP and ends thirty (30) days after the posted recommendation of award. Any such communication initiated by a Contractor or prospective Contractor shall be grounds for disqualifying the offender from consideration for award pursuant to this RFP and for and other solicitations that the City may issue in the future.

1. INTRODUCTION AND INTENT

The City of Destin is located in Okaloosa County and along the Florida Panhandle and is governed by an elected seven (7) member City Council. Geographically, the city is a narrow barrier island approximately 8 miles in length that is located within Okaloosa County. Harbor Boulevard (also known as Florida State Road US Highway 98) is the main road that connects the City's barrier island to the neighboring cities of Fort Walton Beach to the west and unincorporated Miramar Beach to the east, and Niceville to the north. Harbor Boulevard provides most of the vehicular access to all residential and commercial properties located within the City's limits and is therefore the primary route for ingress and egress to the city. The City of Destin is home to approximately 14,077 full-time residents and is known as the "World's Luckiest Fishing Village."

This RFP for Construction Services for Phase 1 Utility Underground Conversion project (Project) invites proposals regarding the qualifications and experience of Contractors for the purpose of performing all related services to successfully complete the conversion of Phase 1 overhead facilities to underground for all properties/parcels within the project corridor. Services will include, but not be limited to, construction of all required Florida Power & Light (FPL), Cox Communication, Century Link, and UnitiFiber underground infrastructure, design and coordination services associated with the installation of Phase 1, FPL street lighting conduit system, including final certifications and as-built drawings (the Services).

Following receipt of initial submittals on qualifications, the City will establish a short-list of the Contractors to continue in the selection process the short-listed Contractors may also be required to make formal presentations to City Council and or City Staff. At the completion of the selection process, the City will select the highest ranked Contractor to enter into negotiation for award.

It is the intent of the City to select one Contractor to negotiate and award a single contract that will incorporate all preliminary planning, staging, carrier design support, construction and post-construction services.

The City is committed to working in close collaboration with the current Project Management Firm, Utility Consultants of Florida, Inc. (UCoF), and the awarded Contractor to measure the achievability of goals for constructing the Project, to evaluate the Project's designs, to allow for open coordination between all parties and to obtain a mutually agreeable Guaranteed Maximum Price (GMP) for delivery of the Project.

Selection of the awarded Contractor under this RFP is not a guarantee of work.

There is no guarantee that any or all of the services contained within this RFP will be assigned during the term of the contract. Further, the awarded Contractor is providing these services on a non-exclusive basis. The City, at its option, may elect to have any of the services set forth herein performed by other firms or City staff, or publicly solicit for said services. The City reserves the right to formally solicit any individual projects associated with this Project in the open market, should the City deem it to be in its best interest.

2. RFP SCHEDULE

The City anticipates the following schedule for the RFP process. The City reserves the right at its sole discretion to revise the schedule and other aspects of the RFP by issuing addenda to the RFP at any time.

RFP Schedule

Release of RFP	October 5, 2023
Pre-Bid Meeting	October 19, 2023, by 2:00 p.m. (CST)
Deadline for questions	October 24, 2023, by 4:00 p.m. (CST)
Proposal due date	November 9, 2023, by 2:00 p.m. (CST)
Bid Committee Meeting (Short-Listing)	November 16, 2023
City Council Meeting Ranking Approval	December 11, 2023
City Council Meeting Awarding Bid	TBD

3. PROJECT OVERVIEW

3.1 Project Scope

Generally, the project corridor, and as part of the FPL design of the underground conversion, is along Harbor Boulevard (US 98) from the Marler Bridge to Airport Road ("Phase 1"). This is also inclusive to any existing overhead service crossings that span over Harbor Boulevard (US 98). Other utility companies providing aerial service to the residents within the project includes Cox Communication, Century Link, and UnitiFiber. Additionally, there are numerous utilities within the corridor that are currently underground including but not limited to, water, sewer, reclaim, gas, and communications. Also, within this section FPL has existing streetlights attached to current poles, and some free-standing streetlight poles. As part of this project the Contractor will need to coordinate and install the required conduit and vaults which will ultimately allow FPL to pull wire and install the new streetlight poles as part of their new design & photometrics.

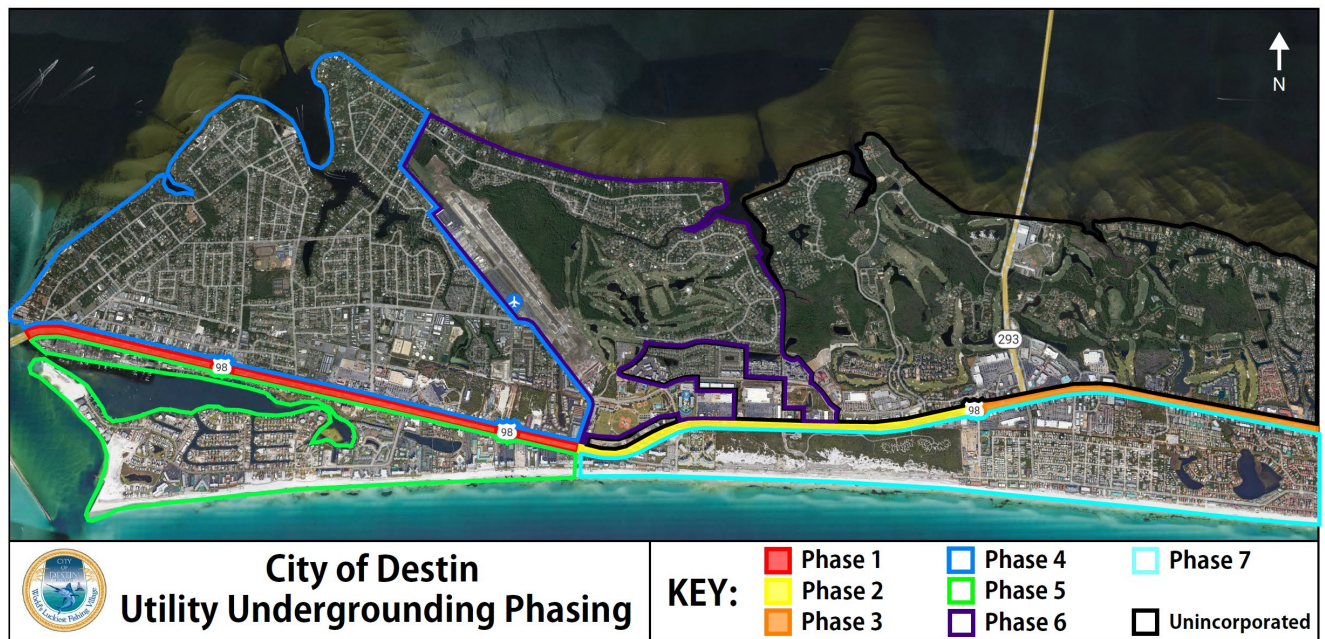
The Contractor shall be experienced and able to perform all aspects of this undergrounding project in accordance with all applicable rules, regulations and utilizing experience on similar type projects. Additionally, the Contractor shall construct, and as-built all work as part of this project, understand and meet the respective utility owners requirements for all aspects. The Contractor shall facilitate coordination of FPL, Century Link, Cox Communication, and UnitiFiber construction activities, and in full coordination with all work designated as part of this project and provide detailed as-builts of all final project work performed by the Contractor in an acceptable format to the respective utility owners and to the Project Manager "PM"/City.

The undergrounding shall require the Contractor provide scope of services; including but not limiting to, undergrounding all FPL existing aerial primary, secondary, service lines, connections, looping of all existing FPL undergrounded radial areas, existing undergrounding tie-ins, meter connections where applicable, support and coordination with FPL portion of the work, support and coordination with the Carriers facilities and service lines in conjunction with the FPL aerial undergrounding, installation, support and coordination with FPL street lighting infrastructure, coordination and provide effective and costs efficiency in the means and manor of scheduling and construction of all work associated with the undergrounding project, coordination with services for commercial and/or residential properties, parcels affected by the undergrounding, provide as-builts and permit requirements where applicable, and conform to FPL plans, specifications and other requirements as part of this project.

3.1.1. Project Phases

During the City and FPL's preliminary design and future underground planning discussions, the Project was divided into (7) Phases for the potential of future "phasing". The focus for this Project is

identified as Phase 1. However, subsequent phasing was determined during initial planning discussions as reflected in the map below. to the City, at the City Council's discretion, may or not to initiate future phases and the numeric numbering currently being reflected may be altered to fit the City's goals and objectives. The following is the current Phasing Map:



3.1.2. Florida Power and Light Company

For all related FPL work as part of this Project, Contractors and sub-contractors performing work shall be experienced and successfully performed similar type FPL underground conversion projects.

FPL's electrical service is provided to the city through a redundant subaqueous transmission line crossing from the mainland beneath the bay leading into Destin that feeds an existing FPL substation on the mid-key of the city. This substation feeds the city distribution grid comprised of feeder lines, radial primary taps, secondary services, and individual customer drops.

The largest component of the Project addresses the undergrounding of currently all overhead electric power facilities owned by FPL which generally consist of wires, transformers, switches, vaults, service lines, utility poles and other related apparatus. Much of the overhead utility infrastructure and critical feeder is located along Harbor Boulevard (US 98) with laterals extending along key side streets and providing distribution within adjacent residential and business sections. A large majority of the underground infrastructure is within the FDOT rights-of-way.

FPL will provide their design plans as part of this Project. For all FPL work, the awarded Contractor shall comply with FPL plans, survey as-built requirements, typical sections, installation guidelines/requirements and specifications. The City will provide available FPL plans as part of the Step two selection process. FPL work includes, but is not limited to, installation of conduit and all related hardware, equipment, design coordination, switching, and certified as-builts necessary to support the Phase 1 undergrounding to ensure a fully functioning system providing active service to all currently fed properties located within the City.

The selected Contractor shall be fully responsible for coordinating storage, delivery, take receipt of, and be accountable for all FPL materials for this Project. Additionally, the material storage will be the awarded Contractor's responsibility including, but not limiting, tracking and securing inventory.

3.1.3. Century Link

In addition to the FPL conversion, certain poles along the corridor currently have aerial attachments by Century Link. Century Link has estimated the conversion of their facilities to involve placement of (3) 2" conduits along the south side of the corridor, with few crossings and shorter runs along the north side of the corridor. Century Link's facilities are predominately aerial. Century Link will provide design plans as part of this Project.

All existing Century Link aerial facilities shall be undergrounded and removed concurrently with the FPL conversion to the fullest extent possible. The awarded Contractor shall install the conduit for Century Link. Installation of Century Link facilities within the new conduit, splicing, pull boxes, pedestals, service connections and, removal of aerial facilities and apparatuses from poles shall be performed by others. However, the selected Contractor will need to schedule and coordinate as efficiently as possible so that the poles can be removed timely and without delays.

3.1.4. Cox Communication

In addition to the FPL conversion, certain poles along the corridor currently have aerial attachments by Cox Communication. Cox Communication has estimated the conversion of their facilities to involve placement of (4) 2" conduits along the south side of the corridor, with few crossings and shorter runs along the north side of the corridor. For a large part, Cox Communication's facilities are predominately aerial. Cox Communication will provide design plans as part of this Project.

All existing Cox Communication aerial facilities shall be undergrounded and removed concurrently with the FPL conversion to the fullest extent possible. The selected Contractor shall install the conduit for Cox Communication. Installation of Cox Communication facilities within the new conduit, splicing, pull boxes, pedestals, service connections and, removal of aerial facilities and apparatuses from poles shall be performed by others. However, the selected Contractor will need to schedule and coordinate as efficiently as possible so that the poles can be removed timely and without delays.

3.1.5. UnitiFiber

In addition to the FPL conversion, certain poles along the corridor currently have aerial attachments by UnitiFiber. UnitiFiber has estimated the conversion of their facilities to involve placement of (3) 1.25" conduits along the south side of the corridor, with few crossings and shorter runs along the north side of the corridor. For a large part, UnitiFiber's facilities are predominately aerial. UnitiFiber will provide design plans as part of this Project.

All existing UnitiFiber aerial facilities shall be undergrounded and removed concurrently with the FPL conversion to the fullest extent possible. The selected Contractor shall install the conduit for UnitiFiber. Installation of UnitiFiber facilities within the new conduit, splicing, pull boxes, pedestals, service connections and, removal of aerial facilities and apparatuses from poles shall be performed by others. However, the selected Contractor will need to schedule and coordinate as efficiently as possible so that the poles can be removed timely and without delays.

3.1.6. Street Lighting

Within the City, FPL currently provides street lighting attached to existing poles on both the south and north sides of the US 98 corridor. Much of the overhead streetlight infrastructure is located along the entire Harbor Boulevard (US 98) extending along some side streets and providing some private

lighting along some of the businesses within the project. FPL Street Lighting has estimated the need for (2) conduits along both sides of the corridor.

This work shall also be inclusive with the undergrounding and concurrent with the overall project installations to the fullest extent possible. The selected Contractor shall install the conduit and pull boxes for FPL street lighting. Installation of the streetlight pole, wire installation, splicing, connections and removal shall be performed by others. However, the selected Contractor will need to schedule and coordinate as efficiently as possible so that the poles can be removed timely and without delays.

3.2 Project Coordination and Communication

The City has and will continue to have various contractors and consultants under contract providing assistance throughout the entire Project. Coordination and communication with all City contractors, consultants, and subcontractors working on the Project is imperative and key to completing the Project successfully. The selected Contractor shall be responsible for implementing successful coordination and communication throughout the duration of the entire Project.

3.3 Project Schedule

The City's goal for this project is an 18-month completion of all proposed infrastructure related to the successful overhead to underground conversion from NTP of construction activities. However, it is expected that there may be some remaining conversions dependent on FPL switching orders and other FPL related activities such as wreck-out of existing facilities that may extend beyond the 18-month period.

4. PROCESS

4.1 Authorized City Representative / Submission of Proposal

For information or questions concerning this RFP, contact the City Clerk:

Mr. Rey Bailey, City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541
Phone: 850-837-4242 Ext. 1002
Email: Rbailey@cityofdestin.com

Contractors must submit a sealed proposal to the attention of the City Clerk at the address stated immediately above. Only those communications that are in writing from the City Clerk shall be considered as duly authorized expressions on behalf of the City. RFP documents are available through Demand Star <http://www.demandstar.com>. RFP forms and any additional documents required by this RFP must be executed and submitted in a sealed envelope to the City's City Clerk listed above.

4.2 Contractor Communication and/or Inquiries

The Contractors shall review this competitive solicitation in its entirety to determine whether the City's Scope of Services, conditions and requirements are clearly stated. If the Contractor has any questions regarding this competitive solicitation, the Contractor must submit such inquiries and requests for clarification via email only to the City Clerk at Rbailey@cityofdestin.com.

These inquiries or requests for clarification must provide the questions along with the relevant Section(s), Subsection(s), Paragraph(s), and page number(s) of the competitive solicitation being questioned by the Contractor. The City will consider only those communications and/or inquiries

submitted via email and received by the City Clerk on or before **October 24, 2023, by 4:00 p.m. (CST)** (the “Inquiry Deadline Date”).

The City will consider the Contractor’s lack of communicating inquiries or requesting clarifications by the Inquiry Deadline Date to constitute the Contractor’s acceptance of all of the conditions and requirements as stated in this RFP and any amendments thereto.

Unless the City Clerk specifically requests the Contractors to provide additional communications, or to participate in negotiations, the City may not accept or consider any of the Contractor’s written or other communications and/or inquiries received between the Inquiry Deadline Date and the posting of an award, if any, under this competitive solicitation.

To the extent the City determines, in its sole discretion, to respond to any communications, inquiries or requests for clarification prior to the Inquiry Deadline Date, the City’s response will be made in an addendum to this RFP and posted on Demand Star.

No interpretation of data, including but not limited to surveys, plans, drawings, and similar materials will be made to any Contractor, except for what is provided in this RFP or by written addendum.

4.3 Addenda

The City Clerk or designee will distribute any addenda via Demand Star.

The Contractor’s authorized representative must acknowledge receipt of each addendum issued. Acknowledgement shall be numbered and dated on the Submitted Proposal Form and included in a submitted proposal.

The Contractor is responsible for checking Demand Star for addenda in order to verify whether any changes have been made to the RFP. Contractors are cautioned that any oral or written representation made by any person that appears to change materially any portion of the competitive solicitation documents shall not be relied upon unless subsequently ratified by a written addendum to this RFP issued by the City Clerk.

4.4 Delivery and Labeling of Sealed Proposals

The Contractor’s proposal to this competitive solicitation shall be prepared in accordance with Section 5 “Proposal Requirements”. The Contractor’s sealed proposal must be received by the City Clerk on or before **THURSDAY, NOVEMBER 9, 2023, prior to 2:00 p.m. (CST)** (the “Proposal Due Date”) according to the time clock at the City. A Contractor may not submit a proposal via telephone, facsimile, or electronic mail.

If the Contractor elects to mail in its proposal, the Contractor must allow sufficient time to ensure the City Clerk’s receipt of the proposal by the Proposal Due Date. Regardless of the form of delivery, it is the Contractor’s responsibility to ensure that the proposal arrives at the City Clerk’s address (See Section 4.1) no later than 2:00 p.m. on the Proposal Due Date. Risk of failure of delivery falls solely on the Contractor.

The City will accept proposals up to the Proposal Due Date. Proposals must be delivered in sealed envelopes with the following information clearly provided on the front of the envelope: The City Clerk’s name and address as provided in Section 4.1, and the number and title of the RFP. The proposals must be submitted with one (1) original marked “ORIGINAL”, eight (8) hard copies marked “COPY” and one (1) electronic copy in .pdf format on a flash drive of the proposal.

No proposal may be withdrawn after the Proposal Due Date.

4.5 Economy of Presentation

The Contractor must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. The Contractor should prepare its proposal simply and economically, providing a straightforward, concise description of the Contractor's capability to satisfy the conditions and requirements of this competitive solicitation (Fancy bindings, colored displays, and promotional material are not desired). The Contractor's emphasis should be on completeness and clarity of content. To expedite the City's evaluation of the proposal, it is mandatory that the Contractor follow the instructions contained herein. The City is not liable for any costs incurred by the Contractor in responding to this competitive solicitation including, without limitation, costs for any oral presentations requested by the City.

4.6 Proposals Must be in Ink or Typed

The Contractor's proposal must be typed or printed in permanent ink.

4.7 Contractor's Signature

Where the Contractor's signature is required, the Contractor's proposal must contain the Contractor's authorized representative's manual signature, in permanent ink, in the space provided. In addition, the Contractor's authorized representative must initial all the Contractor's handwritten corrections (additions or deletions) in its proposal.

If the proposal is made by a partnership, corporation, joint venture, or team, the name and address of the partnership or corporation or all members of the joint venture or team shall be shown together with the names and addresses of the partners or officers of all entities. If the proposal is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers; if made by a joint venture or team, by one officer of each participating entity.

4.8 Complete Proposals Required

The Contractor must complete and execute this competitive solicitation document, including any addenda, appendices, exhibits, attachments, requested information and proposal forms and submit them with and as a part of the Contractor's proposal.

4.9 Use of Forms

If this competitive solicitation includes forms for the submission of information, the Contractor must submit the requested information on the forms, attaching additional pages if necessary, or the City may reject the Contractor's proposal.

4.10 Errors or Omissions; Inconsistent Proposals

The Contractor should examine its proposal carefully for any errors prior to submission. The Contractor is solely responsible for the accuracy and completeness of its proposal. The Contractor's errors or omissions, if any, are solely at the risk of the Contractor and may be grounds for the City's finding that the Contractor's proposal is non-responsive. Any Contractor submitting inconsistent copies of its proposal is subject to disqualification from further consideration under this RFP. Multiple proposals from a single Contractor will be deemed non-responsive.

4.11 Proposal Validity Period

The Contractor's proposal shall, in its entirety, remain valid for at least one hundred twenty (120) calendar days after the Proposal Due Date.

4.12 Proposal Opening

The proposals shall be delivered no later than **2:00 p.m. CST on THURSDAY, NOVEMBER 9, 2023**, to the City Clerk at the address stated in Section 4.1. At that time, the City Clerk (or designee) will publicly open all timely submitted proposals for the sole purpose of recording the names of the Contractors submitting proposals at the designated place.

Any person requiring a special accommodation at City Hall because of a disability should call the City Clerk at least five (5) working days prior to the RFP opening at Phone: 850-837-4242 Ext. 1002 for persons with hearing or speech disabilities.

4.13 Government in the Sunshine; Public Records

All submitted material will be subject to Florida's Public Records Law. All Contractor's should prepare their proposal with the understanding that it may become available to the public at some time. All Contractor's acknowledge that all information contained within the proposal is subject to disclosure under the State of Florida's Public Records Law.

The City is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of any proposal. No information should be labeled confidential unless exempted under said law.

Pursuant to Section 119.071(1)(b)2., F.S., proposals may be exempt from public disclosure for thirty (30) days after opening of the proposals or until such time as the City provides notice of an intended decision, whichever comes first. It is not necessary for Contractors to claim this temporary exemption.

Upon written request, a copy of RFP tabulations will be furnished, with an enclosed, stamped, self-addressed envelope. RFP tabulations will not be provided by telephone. Non-exempt RFP files may be examined during normal working hours by appointment.

Interviews/presentations, negotiation strategy sessions, and/or negotiations with Contractors may not be public but will be recorded pursuant to Section 286.0113(2), F.S., if closed to the public.

5.0 PROPOSAL REQUIREMENTS

5.1. Required Proposal Format

To facilitate the City's analysis of the Contractor's proposal, the Contractor must prepare its proposal in accordance with the instructions provided in this competitive solicitation. If the Contractor's proposal deviates from these instructions, such response may, at the City's discretion, be rejected.

Proposals should not contain information in excess of that requested, must be concise and must specifically address all of the items set forth in this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal to this RFP are not desired and may be construed as an indication of the Contractor's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested.

Proposals must be prepared in at least 12-point font on 8.5" x 11" white paper, with pages sequentially numbered. Proposals can be either single or double-sided. Proposals should be contained within a three (3) ring binder (original and each copy in separate binders).

5.2 Proposal Requirements

Proposal content shall be separated by sequentially numbered tabs and must be submitted in the same order as set forth below and the supplied electronic copy shall be indexed similarly.

5.2.1. Minimum Requirements for Eligibility

Contractors that submit a qualification proposal and do not meet the minimum eligibility requirements listed below will be deemed non-responsible and the Contractor will be prohibited from participating in this RFP process any further.

- Contractor and their subs must meet all State required certifications and/or licensing required to engage in the performance of all related activities for the underground conversion project.
- Contractor and its sub-contractors must have performed, familiar with FPL underground conversion project requirements, and in good standing with FPL. Contractor must prove they maintain thorough understanding and experience with conversion of overhead facilities to underground, preferably with similar coastal projects.

The proposals should include the following:

Tab 1 – Letter of Interest (Limit response to maximum of 4 pages {pages for applicable licenses not included})

- Summarize the Contractor's understanding of the Project, its commitment to perform the Services, the number of years of experience in the field of construction services, and its statement of belief as to why it is the best qualified Contractor to provide services relating to an underground conversion. An authorized agent must sign the Letter of Interest indicating title or authority.
- The Letter of Interest shall also include, but not be limited to the following:
 - Identification of the Contractor's name, point of contact name, address, phone number and email Specify who will be the Contractor's signatory to any contract documents executed with the City.
 - An affirmation that any required business licenses required for the Project have been obtained and the Contractor and all assigned key staff are properly licensed to practice in the State of Florida.
 - Provide a list and brief summary of specific FPL underground conversion projects you have been involved with and what role you performed.

Tab 2 – Contractor Qualification, Ability and Experience (20 Points)

- Provide a summary of the Contractor's capabilities and expertise converting FPL aerial facilities to underground and installing communication facilities on similar underground conversion projects.

The summary should include but not be limited to the following:

- Contractor's approach and understanding of underground conversion project(s) within a similar coastal community. Additionally, provide specific experiences and

lessons learned on these types of projects. **(Limit response to a maximum of three (3) pages)**

- Contractor's familiarity with working on FPL underground conversion projects as it relates to the involved communication companies, your coordination efforts, and your ability to schedule that portion of the work in a timely manner to ensure their facilities can be successfully completed on schedule and ahead of the FPL wreck-out. Include the carriers you have worked with and your approach. **(Limit response to a maximum of three (3) pages)**
- Contractor's familiarity with identifying, protecting and working around existing utilities. **(Limit response to a maximum of five (3) pages)**
- Provide a minimum of three (3) underground conversion projects performed within the past five (5) years that included FPL and provide any similarities that may relate to our city project. **(Limit response to maximum of two (2) pages per project)**
 - For each project include:
 - a) Name and location of the project;
 - b) Size and cost of the project;
 - c) Project owner's representative name, address, phone number, and email address;
 - d) Date project was completed or is anticipated to be completed with current status;
 - e) The nature of the Contractor's responsibility on the project;
 - f) Unforeseen circumstances, errors or oversights and actions taken to mitigate and/or correct; and
 - g) How the Contractor's technical and managerial methodology applied.
- If the Contractor has previously performed a project for the City within the past ten (10) years, identify the project, the work performed and the total fees awarded for such work.

Tab 3 – Contractor Personnel Qualification and Experience (20 Points)

- Provide an organizational chart of the Contractor's team highlighting the key personnel that will be assigned to the Project. Identify the principal supervisory and management staff, including partners, project managers, other supervisors and specialists who will be assigned to the Project. **(Limit response to maximum of two (2) pages)**
- Provide résumés of the Contractor's key personnel listed above to be assigned to the Project. **(Limit response to maximum of two (2) pages per résumé)**
 - Résumés shall include, but not be limited to:
 - a) Name and current position held by the key personnel;
 - b) Number of years with FPL underground conversion project experience(s);
 - c) Experience. Identify: (i) Types of projects/services; (ii) Size of projects/services; and (iii) Specific responsibilities;
 - d) Services anticipated to be designated to the key personnel; and
 - e) Anticipated level of participation on the Project.

- Identify and highlight the Project Manager who will be directly responsible for the day-to-day communication and coordination with the City and their PM. This individual must have the authority to represent the Contractor in a decision-making capacity. The Project Manager should be experienced in working with FPL underground conversion projects. **(Limit response to maximum of two (2) pages)**
- Provide a summarized approach to the project schedule that demonstrates cost and time efficiency capabilities. **(Limit response to maximum of two (2) pages)**
- Provide a summary to your approach to FPL switching, as-builts, and bore logs. **(Limit response to maximum of two (2) pages)**

Tab 4 – Interactions with City and Regulatory Agency Staff (10 Points)

- Provide a summary supporting the specialized qualifications of the proposed key personnel identified in Tab 3 in terms of meeting this scope of service. The summary should highlight the experience with utility companies, regulatory agencies, including construction permitting, applications, governing regulations, use of utility easements or other related activities. Include the Contractor's ability to work with City staff and their assigned PM (UCoF) including residents, businesses, community Condominium and Homeowner Associations in order to successfully fulfill the desired services for the project. Include the Contractor's knowledge of planning and scheduling of construction that demonstrates the ability to work with the city's PM, FPL and others with easement coordination efforts. **(Limit response to maximum of two (2) pages)**
- Provide a summary of how your crews approach public interactions, notifications, concerned residents, ingress & egress concerns during construction. **(Limit response to maximum of two (2) pages)**

Tab 5 – Timely Completion of Projects (20 Points)

- Describe the Contractors' current and recently completed timeliness with FPL projects. Describe how the work was scheduled and communicated with the respective communities to achieve the schedule. Address any delays you may have encountered and how you worked with the communities to mitigate potential delays and achieve the desired goal/schedule. Describe your proposed staffs' ability to accomplish the scope of the project and approach. Include specifically the Contractor's daily ability to handle each aspect of the desired services described herein. Describe how the Contractor plans to maintain a project team member's time in order to ensure sufficient time to complete a project. Provide your current staffing and resources committed to this projects success. **(Limit response to maximum of two (2) pages)**

Tab 6 – Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 2.
- Completed surveys. **(See Attachment 1)** The Bid Committee will take the average of all surveys and score as follows:

❖ Average score between 9 – 10	10 Points
❖ Average score between 7 – 8	8 Points
❖ Average score between 5 – 6	6 Points
❖ Average score between 3 – 4	4 Points
❖ Average score between 1 – 2	2 Points
❖ Average score of 0	0 Points

Tab 7 – Price Proposal/Schedule-of-Values (20 Points)

- Complete and provide your Price Proposal/Schedule-of-Values.

Tab 8 – Forms

- Provide the completed and signed forms:
 - ❖ Price Proposal/Schedule-of-Values
 - ❖ Performance Survey Questionnaire
 - ❖ Submitted Proposal Form
 - ❖ Public Entity Crimes Form
 - ❖ Drug-Free Workplace Certification
 - ❖ Conflict of Interest Disclosure Form
 - ❖ Liability & Indemnification Form
 - ❖ FPL Plans

6.0 SELECTION PROCESS, EVALUATION CRITERIA AND EVALUATION OF PROPOSALS

6.1 Responsiveness and Responsibility

A responsible and responsive proposal will be considered as one which meets or exceeds the RFP specifications and which is submitted by a Contractor capable of performing the requirements as stated in the RFP.

The City Clerk will initially review each proposal for: (a) minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content; (b) conformance to the RFP instructions regarding organization and format; and (c) minimum requirements to meet eligibility.

The City reserves the right to reject any or all proposals, in whole or in part, for any reason whatsoever, and to re-let the RFP at the City's discretion. The City reserves the right to waive any minor non-conformance or irregularities when, in the sole opinion of the City, such waiver or acceptance is deemed to be in the best interest of the City.

After the Proposal Due Date, the City may, in its sole discretion, request clarifications of the information submitted, and may also rely upon any information obtained from any source that pertains to the issue of a Contractor's integrity and capability to perform.

Proposals may be excluded from further consideration and the Contractor will be so advised. No deviations from specifications will be accepted; no alternate proposals will be accepted unless requested in writing. The City may, in its sole discretion, also exclude from consideration any Contractor whose proposal contains a material misrepresentation. Such proposals will be deemed as non-responsive to this RFP.

Proposals that are deemed non-responsive to this RFP will be excluded from any further consideration.

A proposal may be deemed non-responsive for any of the following reasons: Contractor fails to attend mandatory meetings as required by the RFP Documents; Contractor fails to specifically include information required by the specifications; Contractor fails to sign a submitted proposal; Contractor fails to submit a proposal that does not include information specifically required in the RFP Documents. The above is not an exclusive list and the City may deem a proposal non-responsive for other valid causes and lack of responsiveness shall solely be by the determination of the City.

6.2 Disqualification of Contractors

Any cause including, but not limited to, the following may be considered as sufficient for the disqualification of a Contractor and the rejection of its proposal:

1. Submission of more than one proposal for the same work by an individual, firm, partnership, or corporation under the same or different names;
2. Evidence of collusion among Contractors, or previous participation in collusive bidding or proposing on work for the City;
3. Uncompleted work for which the Contractor is committed by contract which, in the judgment of the City, might hinder or prevent the prompt completion of the work under this RFP if awarded to Contractor;
4. Inconsistencies between the proposals provided by the Contractor
5. Violations of the cone of silence as provided for herein;
6. Familial relation with the City's purchasing agents (City Manager or City Clerk) or public officer (City Councilmember) as provided for in Section 112.313(3), F.S;
7. Conviction for a Public Entity Crime as provided for in Section 287.133, F.S.; or

The above listed causes are not an exclusive list, and the City may disqualify Contractors for other valid causes.

6.3 Selection Process

In general, the City will conduct the selection process in accordance with this Section and all applicable City purchasing policies and procedures:

- Bid Committee will review each written submission for compliance with the requirements of the RFP, including verifying that each response includes all documents required.
- Bid Committee members will review, analyze, compare, individually score and rank all responses based on the requirements of the RFP, information submitted and, but not limited to, qualifications and price.
- Bid Committee will conduct a public meeting chaired by the Bid Committee Chairman to discuss the individual scores, summarize the scores in a ranking matrix to be forwarded to the City Council. Non-voting advisors of the Bid Committee may attend this meeting.
- The Bid Committee will recommend the top three (3) ranked contractors to the City Council, who may be required to provide a presentation at a City Council Meeting. The City Council shall have sole approval authority. Upon request, responsive bidders may be required to provide a presentation at a City Council meeting.
- After a ranking of firms has been approved by the City Council, it is the intent of the City of Destin, in accordance with the RFP documents, to award a contract based on the proposal that meets the project requirements, meets the required schedule, and will produce the highest quality product for the price. A copy of the respondent's proposal and the RFP including scope of work, will be incorporated and become a part of the contract.

6.4 Proposal Evaluation

Selection of Short-Listed Contractors will be based upon the following steps and factors:

Elevation Level 1 (Purchasing Requirements Assessment):

- The City Clerk shall review all proposals for conformance with the RFP guidelines, minimum eligibility requirements and detailed submittal requirements. Conforming proposals shall be elevated to Elevation Level 2. The City Clerk or designee will distribute proposals and evaluation criteria to the Bid Committee.

Elevation Level 2 (Bid Committee Scoring)

- The Bid Committee may convene with reasonable public notice to review questions that arise during individual member review of submitted proposals prior to Elevation Level 2 to allow for questions, clarifications, explanations or other discussion to be held before the review of proposals is completed.
- The Bid Committee will review and evaluate all RFP responses. A sequential ranking of all respondents will be developed. The three (3) top-ranking responses will be presented to the City Council for consideration. The determination shall be based upon the following criteria and respondents shall provide, as a minimum, the information listed under each criterion. Failure to provide adequate information listed on any criterion may result in rejection of the submittal as non-responsive.

SCORING:

Evaluation Criteria	Points
Contractor Ability and Experience	20
Contractor Personnel Qualification and Experience	20
Interactions with City and Regulatory Agency Staff	10
Timely Completion of Projects	20
Surveys of Past Performance	10
Price Proposal/Schedule-of-Values	20
Total Points	100

- By the process stated under each corresponding Tab description as set forth in Section 5.2 Proposal Requirements, the Bid Committee shall score each proposal on the following evaluation criteria:
 - Surveys of Past Performance (Tab 6) 10 points
 - Subtotal of Points 10 points
- Each Bid Committee member shall score each proposal on the following evaluation criteria:
 - Contractor Ability and Experience (Tab 2) 20 points
 - Contractor Personnel & Resources (Tab 3) 20 points
 - Interaction with City & Regulatory Agencies (Tab 4) 10 points
 - Timely Completion of Projects (Tab 5) 20 points

- Price Proposal/Schedule-of-Values (Tab 7) 20 points

Subtotal of Points 90 points

- (3) A Bid Committee member's total score for each proposal shall equal the sum of the total points allocated for each evaluation criteria.
- (4) When all Bid Committee members have completed their proposal evaluations, the individual Bid Committee member's total scores for each proposal will be added together to produce a final score for each proposal.
- (5) The City Clerk, or designee, will conform the calculations for the final score for each proposal. They shall publish a rank-ordered listing of the proposals to the Bid Committee with the proposal receiving the highest points as the highest-ranked proposal.

Elevation Level 3 (City Council Scoring and Award)

- The top three (3) proposals, as scored by the Bid Committee, shall move on to Elevation Level 3. At Elevation Level 3, the City Council shall have the option of re-scoring the top 3 bids in accordance with the same scoring criteria and calculations as specified in Elevation Level 2. Alternatively, the City Council may elect to adopt the Elevation Level 2 scoring of the Bid Committee and award the bid accordingly.
- At Elevation Level 3, the City Council may require in person and/or virtual presentations from the remaining three bidders.
- The City Council shall rank the top three bidders in order of preference and then the City Manager shall negotiate in order of preference in accordance with Section 6.5 below.

6.5 Contract Negotiations

After final ranking by the City Council, the City Manager or designee will begin negotiations with the top ranked firm on an agreement developed from this RFP. The City reserves the right to include additional provisions if the inclusion is in the best interest of the City, as determined solely by the City. If an agreement cannot be reached with the top ranked respondent, then City staff will take the next top ranked respondent to City Council for approval and begin negotiations with the next highest rank respondent from the Bid Committee's list until successful negotiations occur, or the respondents on the Council approved list is exhausted. Assuming the successful negotiation of an agreement, the final contract will be submitted to the City Council for their consideration and approval. The City Council shall have sole approval authority.

6.6 Award of Agreement

The City intends to award the top-ranked Contractor a contract resulting from this competitive solicitation. However, the City is not obligated to make an award under or as a result of this competitive solicitation. The City reserves the right to postpone the award for a period of time not to exceed one hundred eighty (180) days from the Proposal Due Date.

6.7 Posting of Intent to Award

The intent to award a contract to the awarded Contractor(s), if any, will be posted on Demand Star for review by interested parties.

6.8 Protest

Any protest related to this RFP must be in accordance with the City's Purchasing Policy, Purchasing Manual, and any other applicable provisions.

6.9 INSURANCE

The awarded Contractor(s) shall submit to the City Clerk a copy of the Contractor's current insurance coverage with endorsements, as evidenced by certificates of insurance with an insurance carrier approved and licensed by the Insurance Department of the State of Florida. Agreement execution by the City will be subject to proof of insurance and subject to acceptance of the types and amounts of coverage by City Clerk.

Proof of insurance coverage shall be submitted with the copies of the Contractor's executed agreement and become a part of the final negotiated agreement.

The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.

The CITY OF DESTIN shall be named as additional insured. The insurer shall agree to waive all rights of subrogation against the CITY OF DESTIN. The RFP number and project title shall be noted on the certificate.

The certificates of insurance shall provide thirty (30) days written notice for any change, cancellation, or non-renewal. Insurance coverage required from the awarded Contractor(s) shall be provided by or on behalf of all subcontractors to cover their operations performed. The awarded Contractor(s) shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

7.0 CITY'S RESERVED RIGHTS

- 7.1 To be the judge of the Contractor's qualifications through a Bid Committee comprised of designated City staff or other representatives.
- 7.2 To conduct pre-award discussions with any responsive and responsible Contractors who submit proposals determined to be reasonably acceptable of being selected for award. Such discussions may include, but not be limited to personal interviews with and/or presentations before the Bid Committee.
- 7.3 To request that Contractors modify their proposal to more fully meet the needs of the City or to furnish additional information as the City may reasonably require.
- 7.4 To accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award.
- 7.5 To request additional qualification information.
- 7.6 To hold meetings and interviews, and conduct discussions and correspondence, with one or more Contractors to seek an improved understanding of any information contained in a proposal.
- 7.7 To seek clarification from any Contractor to fully understand information provided in a proposal and to help evaluate and rank the Contractors.
- 7.8 To limit and/or determine the actual services to be included in a negotiated agreement with the awarded Contractor.

- 7.9 To obtain information from any available sources for use in evaluating the proposals.
- 7.10 To waive any irregularity in any proposal, or to reject any or all submittals, in part or in whole, should it be deemed to be in the best interest of the City to do so.
- 7.11 To accept any proposal as a best and final offer.

8.0 GENERAL TERMS

8.1 Equal Opportunity/Affirmative Action

The City is an equal opportunity/affirmative action employer. The City is committed to equal opportunity employment efforts and expects firms that do business with the City to have a vigorous affirmative action program.

8.2 Contractor Affirmation

By submitting a proposal, the Contractor affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Contractor has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Contractor has not solicited or induced any person, firm, or corporation to refrain from submitting a proposal; and the Contractor has not sought by collusion to obtain any advantage over other persons or over the City.

8.3 Contractor Development Costs

Neither the City nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Contractor should prepare a proposal simply and economically, providing a straightforward and concise description of the Contractor's ability to meet the requirements of the RFP.

8.4 Code of Ethics

If any Contractor violates or is a party to a violation of the code of ethics of The CITY OF DESTIN or the State of Florida, with respect to this RFP, such Contractor may be disqualified from performing the Services described in this RFP or from furnishing services for which the proposal is submitted, and shall be further disqualified from bidding on any future requests for work, goods, or services for the City.

8.5 Conflict of Interest

Subject to the provisions of Chapter 112, F.S., all Contractors must disclose with their proposal the name of any officer, director, agent, or shareholder who is also an employee of the City. All Contractors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractors firm or any of its branches.

8.6 Disclosure – Advisory Board Member of City

8.6.1 Sections 112.313(3) and 112.313(7), F.S., prohibit an advisory board member of the City from holding any employment or contractual relationship with any business entity doing business with the City. Section 112.313(12), F.S., provides that an advisory board member will not be in violation of the prohibition if certain conditions are met, including the filing of a disclosure form with the Supervisor of Elections, which is the sole responsibility of the Contractor and must be filed prior to or at the time of submission of the RFP. A copy of the filed disclosure form shall be included as part of the Contractor's response.

8.6.2 Advisory board member is required to, prior to or at the time of the submissions of the proposal, file a statement with the Supervisor of Elections, disclosing his or her interest and the nature of the intended business.

8.6.3 Advisory board member, or his or her spouse or child is required to have in no way used or attempted to use his or her influence to persuade a member of the City or any of its personnel to enter into such a contract other than by the mere submission of the proposal.

8.6.4 Advisory board member, or his or her spouse or child is required to have in no way participated in the determination of the proposal specifications or the determination of the responsible and responsive Contractor.

8.7 Cone of Silence

After the issuance of the RFP by the City, Contractors and their representatives shall not contact, communicate with, or discuss any matter relating in any way to this RFP with the City, including any Councilmember, member of the Bid Committee, agent of the City, or any employee of the City other than the City's City Clerk (or designee) unless otherwise directed in this RFP. This prohibition begins with the issuance of the

RFP and ends upon the City's posting of award(s) of the resulting agreement. Such communications initiated by a Contractor shall be grounds for disqualifying the offending Contractor from consideration for award under this RFP and/or potentially any future procurement with the City.

8.8 Copyright

The awarded Contractor shall irrevocably transfer, assign, set over, and convey to the City all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the negotiated agreement awarded under this RFP. The awarded Contractor further agrees to execute such documents as the City may request to affect such transfer or assignment.

8.9 Public Entity Crimes

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

8.10 Contractor's Employment of Unauthorized Aliens

Employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Awarded Contractor knowingly employs unauthorized aliens, such violation shall be cause for the City's unilateral cancellation of the agreement.

8.11 Mistakes

Contractors are required to examine the RFP Documents. Failure to do so will be at Contractor's risk. The City may, at its sole discretion, waive irregularities in any bid.

8.12 Warranty of Title

The awarded Contractor shall warrant and guarantee that title to all work, materials, and equipment covered by any invoice or application for payment will pass to the City, no later than the time of payment, free and clear of all liens.

8.13 Obligation to Keep Project Team Intact

Contractors are advised that all firms and key personnel identified in the Step One qualification proposal shall remain on the Project team for the duration of the procurement process and execution of the Project. If extraordinary circumstances require a change, it must be submitted in writing to the City, who, at his or her sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Contractor's control. Unauthorized changes to the Project team at any time during the procurement process may result in the elimination of the Contractor from further consideration.

8.14 Women/Minority Business Enterprise Outreach

The City hereby notifies all potential Contractors that Women/Minority-Business Enterprises are to be afforded a full opportunity to participate in any request for proposal by the City and will not be subject to discrimination on the basis of race, color, sex, or national origin.

8.15 Trench Safety Act

Contractor acknowledges that the Florida Trench Safety Act, Florida Statute 553.60 et seq., which became effective October 1, 1990, shall be in effect during the period of construction for this project. Respondent, by submitting a Proposal is, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards as well as the method of compliance.

The Contractor is, and the City and its Advisor(s) or Consultant(s) are not, responsible to review or assess safety precautions, programs, or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute 553.60 cited as the "Trench Safety Act." Contractor is, and the City and its Advisor(s) or Consultant(s) are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act."

8.16 Florida Licensing

The lead contractor must be licensed to perform work in the State of Florida. Selected Contractor will be required to obtain and document Contractor's licenses prior to execution of a negotiated agreement. Failure to obtain and document the necessary licenses will be grounds terminating negotiation of the agreement.

8.17 Interpretations of Data

No interpretation of data, including but not limited to surveys, plans, drawings, test results, and similar materials will be made to any Contractor except for what is provided in the RFP documents or by written addendum.

8.18 Estimated Quantities

When applicable and unless specifically addressed in the RFP, the estimated quantities of work to be done and materials to be furnished under any contract are to be considered as **APPROXIMATE ONLY** and were developed from FPL provided plans and/or communications with respective carriers. Quantities are to be used solely for the comparison of submittals and Contractor shall carefully examine

documents and perform field verifications. The City does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities. Payment to the awarded Contractor will be made in accordance with any resulting contract and it is understood that the quantities may be changed as provided in the RFP documents without in any way invalidating any of the unit or lump sum prices.

INSTRUCTION ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Contractors submitting a proposal for the solicited RFP. This is accomplished by sending survey forms to past clients. The clients should return the survey forms directly to the Contractor. The Contractor is to include all surveys in their proposal.

SENDING THE SURVEYS

1. The surveys shall be sent to all clients for whom the Contractor has identified under Tab 2 of the RFP and the surveys should correlate to all projects identified under Tab 2. (If more surveys are included then what is requested in Tab 2, the City will only use the surveys identified by projects in Tab 2.)
2. The Contractor is responsible for verifying that its information is accurate prior to submission as part of the proposal.
3. The past client/owner shall evaluate the Contractor and complete the survey.
4. The survey shall contain different projects. The Contractor cannot have multiple people evaluating the same project; however, one person may evaluate several different projects.
5. The past projects can be either completed or on-going.
6. The Contractor shall complete the following information for each client that a survey will be sent:
 - **Client Name:** Name of company or institution that the work was performed for (e.g. Beach School District; City of New Beach)
 - **Contact Full Name:** The first and last name of the person who will answer and complete the survey form regarding the Contractor
 - **Contact Phone Number:** Phone number of the reference (including area code)
 - **Email Address:** Current email address for the reference
 - **Project Name:** Name of the project (e.g. DB Services for X Project)
 - **Cost of Services:** The total cost of DB services
 - **Date Complete:** Date when the services were completed or anticipated to be completed

PREPARING THE SURVEYS

1. The Contractor is responsible for sending out a survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Contractor should enter the clients contact information and project information on each survey form for each reference.
3. The Contractor is responsible for ensuring all surveys are completed correctly and included in their proposal under Tab 6.
4. The City Clerk (or designee) may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, no credit will be given for that reference.

PERFORMANCE SURVEY QUESTIONNAIRE



CITY OF DESTIN

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

Contractor Information

Client/Reference Information

From:		To:	
Company:		Company:	
Phone:		Phone:	
Email:		Email:	

Performance Survey of (project name):	
Cost of Services:	Date Completed:

Client:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Contractor.

Criteria	Unit	Score
1. Ability to manage cost	(1 – 10)	
2. Ability to maintain project schedule (complete/on-time/early)	(1 – 10)	
3. Quality of workmanship	(1 – 10)	
4. Professionalism and ability to manage	(1 – 10)	
5. Close out process	(1 – 10)	
6. Ability to communicate with all staff & applicable parties	(1 – 10)	
7. Ability to resolve issues promptly	(1 – 10)	
8. Ability to follow protocol	(1 – 10)	
9. Ability to maintain proper documentation	(1 – 10)	
10. Ability to offer solid recommendations & solutions	(1 – 10)	
11. Had proper resources and personnel by which to get the project done	(1 – 10)	
12. Overall client satisfaction and comfort level in hiring	(1 – 10)	

Printed Name of Reference

Signature of Reference

CITY OF DESTIN FLORIDA

SUBMITTED PROPOSAL FORM

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION

The undersigned Contractor declares that the only person or parties interested in this RFP as principals are those named herein, that this proposal is made without any understanding, contract, or connection with any other person, firm, or corporation providing a proposal for the same purpose and that this proposal is in all respects fair and without collusion or fraud. The Contractor understands that this proposal must be manually signed in ink, otherwise it will be considered unresponsive and subject to rejection.

The undersigned Contractor represents that the Contractor accepts, and that this proposal complies with the RFP Documents and that the Contractor has carefully examined the RFP Documents for the designated Services. The Contractor affirms that Contractor is satisfied as to the general nature of the Services; the general character, general quality, and the quantity of the possible materials that may be required; the kind and extent of equipment that generally may be required and other facilities that may be needed for the performance of the Services; the possible conditions and the common difficulties that may be encountered, and all other general and common items which may, in any way, affect the Services or its performance.

The undersigned Contractor proposes, and agrees if this proposal is accepted, that it will contract with the City to provide all necessary machinery, tools, software, labor, apparatus, and other means necessary to do all the Services, and furnish all the materials and equipment specified or referred to in the RFP Documents in the manner and time herein prescribed, and according to the requirements of the City as therein set forth.

Under provisions of Chapter 112, F.S., Contractor must disclose with proposal the name of any officer, director, or agent who is also an employee of the CITY OF DESTIN. Contractor must disclose on an attachment entitled "Submitted Bid Conflict of Interest" the name of any City employee who owns, directly or indirectly, a five percent (5%) or more interest in the Contractor's firm or any of its branches, or in the firm of any subcontractor to this proposal. Absence of such an attachment represents Contractor's certification of no such employee.

Contractor acknowledges receipt of the following addenda issued during the solicitation period; the cost of which, if any, is included in proposal pricing. If an addendum is issued, the Addendum Acknowledgement sheet must be signed and submitted with the proposal package at the time and due date of the proposal.

ADDENDUM #	ADDENDUM DATE	ADDENDUM #	ADDENDUM DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned Contractor understands that the City reserves the right to reject any or all proposals and to waive any informalities and minor irregularities in any proposal. The Contractor agrees that this proposal shall be good and may not be withdrawn for a period of at least one hundred twenty (120) days after the scheduled RFP opening.

Having carefully examined the RFP Documents, Contractor agrees to the terms contained therein and proposes to furnish all labor, material, and equipment for the entire services (including mobilization and demobilization), and to execute an agreement for services and any and all bonds, insurance certifications, and other instruments or documents as specified or included in the RFP Documents and will completely perform the services in strict accordance with the terms of the RFP Documents.

The undersigned Contractor acknowledges that services to be performed shall conform to all City codes and regulations. Services must be accomplished in a professional manner and meet all standards of any professional trade requiring a license and or permit. Hours of operation that services can be performed on site, excluding emergency issues and special exceptions, begin at 6:00 a.m. and run through 5:00 p.m. Monday through Saturday in accordance with City Code, Chapter 130.

(Signature of Contractor)

(Typed name of Contractor)

Doing Business As: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 3
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract _____

2. This sworn statement is submitted by _____ whose business address is _____

and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

3. My name is _____ and my relationship to the entity named above is _____

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature) Date: _____

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2020, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

END OF SECTION

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 4
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

END OF SECTION

**RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 5
CONFLICT OF INTEREST DISCLOSURE FORM**

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more than 5% of the bidder/proposer's interest?

YES _____

NO _____

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES _____

NO _____

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES _____

NO _____

If YES, please describe:

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NUMBER _____

EMAIL: _____

**RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 6
LIABILITY & INDEMNIFICATION FORM**

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Contractor's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Email address

DATE

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 7
CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 23-10-ENG.
- PHASE I UTILITY UNDERGROUND CONVERSION, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or contractor to the City who has worked on the development of this RFQ, or with any person _____ serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.
4. No attempt has been made or will be made by _____ (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between _____ (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

Name and Title

RFP 23-10-ENG PHASE 1 UTILITY UNDERGROUND CONVERSION
ATTACHMENT NO. 8
SCHEDULE OF SUB-CONTRACTORS

The Undersigned CONTRACTOR proposes the following major sub-contractors for the major areas of work for the Project. The Bidder is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required.

<u>Name of Sub- Contractor</u>	<u>Address of Sub- Contractor</u>	<u>License No.:</u>	<u>Task</u>	

Signature: _____

Date: _____

Title/Company: _____

The City reserves the right to reject any sub-contractor who has previously failed in the proper performance of an award or failed to deliver on time contracts in a similar nature, or who is not responsible (financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub-contractor in order to make a determination as to the foregoing.

CITY OF DESTIN

TECHNICAL SPECIFICATIONS

UNDERGROUND CONVERSION PHASE 1

TECHNICAL PROVISIONS

- | | |
|---------------------|--|
| 1. 57-7 | SURVEY, STAKEOUT & RECORD DRAWINGS |
| 2. 101 | MOBILIZATION |
| 3. 102.1 | MAINTENANCE OF TRAFFIC |
| 4. 104 | SEDIMENT BARRIER, CLEARING & GRUBBING, SIDEWALK RESTORATION |
| 5. FPL-1 | FPL INFRASTRUCTURE |
| 6. CARRIER-1 | CARRIER INFRASTRUCTURE |
| 7. FPL-SL | FPL STREETLIGHT INFRASTRUCTURE |
| 8. CTD-SCHED | CONTRACT DURATION AND SCHEDULE MISCELLANEOUS |
| 9. FPL-P | FPL PLANS & SPECIFICATIONS |
| 10. ATT-P | CARRIER PLANS & SPECIFICATIONS |

TP 57-7
SURVEY, STAKEOUT & RECORD DRAWINGS

Lines, Grades and Construction Surveying - The Contractor shall employ a Florida licensed professional land surveyor satisfactory to the City and Engineer to lay out the work from the benchmarks, grades, dimensions, points, and lines noted on the working drawings, established at the site, or supplied by the Engineer. All work of every description shall be laid out and checked by the contractor who will be held solely responsible for its correctness, and all expenses in connection with this work shall be paid for by the contractor. The work may be checked by the Engineer, and, in the event of discrepancy, his decision shall be final.

No special compensation will be made to the contractor to defray costs of any work or delays occasioned by making surveys and measurements, tests, or inspections, but such costs shall be considered as having been included in the price stipulated for the several items of work to be done under contract.

In addition, all survey monuments and benchmarks which may be disturbed during construction shall be referenced and replaced by the contractor. All monuments and benchmarks disturbed or destroyed by the contractor or any of his forces through accident or negligence shall be replaced by a Florida licensed professional land surveyor at the contractor's expense.

Protection and Restoration of Property Markers and Survey Monuments - The contractor shall be responsible for the preservation of all public and private property markers and shall protect carefully from disturbance or damage all survey monuments and property markers until locations are witnessed or otherwise referenced by his licensed Florida professional land surveyor, so the said surveyor can restore them in their original location after construction.

Record Drawings/As-Builts - During the entire construction operation, the contractor shall maintain records of all deviations from the plans and specifications and shall maintain "red-lined" record drawings showing correctly and accurately all changes and deviations from the work made during construction to reflect the work as it was constructed.

These drawings shall conform to each of the individual utility owners being undergrounded as part of this project. Each utility owner shall be provided with their required as-builts/plans meeting their submittal requirements, including but not limiting, standards of drafting/detail, bore logs, shall be neat and legible, and shall be provided to the appropriate utility provider(s) at times as may be required elsewhere in these specifications. Copies of the As-built drawings shall also be supplied to the City for record.

The Contractor shall be required to as-built all FPL related undergrounding work and provide both FPL and the PM/City with completed copies in proper format. This includes necessary plan submissions required for FPL to initiate switching orders and final conversions. The Contractor should be familiar with FPL requirements, including final plan submittals, and shall engage at the start of the project in working with FPL to ensure full transparency with all requirements. There should also be consideration for other submittals that may be required as part of the undergrounding work.

Basis for Payment - The work and all incidental costs specified as being covered under this division will be paid for at the contract lump sum for construction surveying and survey monumentation. Payment shall be full compensation for all labor, materials, and related costs to complete the work specified in this division. The work and all incidental costs specified as being covered under this section will be paid for at the contract lump sum for survey, stakeout, as-builts, bore logs & record drawings.

Payment shall be full compensation for all labor, materials, and related costs to complete the work specified in this section.

Payment shall be made under:

Item No. 57-7	Survey, Stakeout & Record Drawings	LS
---------------	------------------------------------	----

TP 101 MOBILIZATION

Mobilization shall include all items detailed in Article 101-1 of the Standard Specifications of FDOT's Road and Bridge Construction dated July 2021, except as amended hereinafter. Furthermore, this item shall be inclusive of all related mobilization required for the underground conversion project.

Method of Measurement - The quantity to be paid for under this section shall be the lump sum quantity which shall include all items described in Section 101.

Basis of Payment - The lump sum quantity for the item of mobilization shall be paid for at the contract lump sum price. Article 101-2.2 of the Standard Specifications is deleted, and the following is added:

The lump sum price for mobilization will be payable with the first month's partial payment except that this initial payment will be limited to 10% of the total contract amount. Any remaining amount will be paid when the value of completed work exceeds 50% of the total contract amount.

Payment shall be made under:

Item No. 101-1	Mobilization	LS
----------------	--------------	----

TP 102.1 MAINTENANCE OF TRAFFIC

The Contractor shall be responsible for a safe and effective Temporary Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. Topics to be addressed shall include, but are not limited to, construction phasing, utility efforts/relocations, drop offs within clear zone, pedestrian access, and all work as part of the utility undergrounding project.

Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times. When impacted, the required Temporary Traffic Control Plan shall address how to assist with maintenance of traffic throughout the duration of the contract.

The Contractor shall comply with all City Ordinances “Ordinances” for allowable hours of work. The Contractor shall provide written request to extend hours outside of the Ordinance and must be submitted to PM/City in writing for City Manager approval. The Contractor will need City Manager authorization will be provided for any planned work during City events or holidays.

The Contractor shall minimize disruption to sidewalks as practical. Areas of sidewalk impacted and removed to accommodate entry or exit pits and other related undergrounding project work shall be restored. Vehicular traffic and equipment damages to sidewalk will also be the responsibility of the Contractor. Pre-construction video and photo documentation should be performed by the Contractor to confirm pre-existing conditions that support claims that the sidewalk was not impacted by the undergrounding project work. Additionally, Contractor will be responsible to take precautionary measures to avoid damage to existing sewer laterals and make repairs to any damaged due to construction efforts. Furthermore, Contractor shall take video of existing sewer laterals within the work area pre-construction and post-construction and provide a copy to the City. All restoration cost shall be incidental to the cost of the undergrounding work.

All Traffic Control Plans utilized during construction shall be in accordance with the FDOT’s Design Standards and applicable permit requirements. Ingress and egress areas to and from work and staging areas within the limits of the City, including any and all suppliers and subcontractors, will require environmental protection techniques that adequately prevent erosion and debris tracking onto existing roadways in all areas practical. Contractor shall be responsible for immediately addressing and correcting all erosion concerns without impacts to schedule. Any associated costs are incidental to the work.

Contractor shall obtain any required FDOT traffic control permits and/or meet applicable restrictions without impact to City. In addition to FDOT lane restriction requirements, a lane may only be closed during active work periods. Any lane closures must be reported to the local emergency agencies, all applicable agencies, and the PM/City. The Contractor shall develop the Project in a manner that will in no way impede the opening of all lanes of traffic in the event of an emergency. All work within school areas shall be coordinated in advance and meet any requirements.

The Contractor shall also be held responsible for the proper (most updated) MDOT sidewalk & lane closure signs and safety equipment for pedestrians.

The Contractor is advised that the project is located within a hurricane region. Within 30 days after the Effective Date of the Agreement, the Contractor shall submit for PM/City acceptance a hurricane preparedness plan detailing the procedures to be followed by the Contractor to ensure the safety of personnel, equipment, stored materials, and completed work when a hurricane watch notice for the project area is issued by the United States National Weather Service. In the event of major storms, catastrophic weather events, or other emergency situations, the Contractor shall closely coordinate with the PM/City to ensure the project is in compliance with the accepted preparedness plan and ensure that following the event(s) that resources and personnel actively working prior to the event(s) remain dedicated to the project and support restoration efforts, if needed.

Method of Measurement - The quantity to be paid for under this section shall be the lump sum quantity which shall include all items described in Section 102.1.

Basis of Payment - The lump sum quantity for the item of maintenance of traffic shall be paid for at the contract lump sum price.

Payment shall be made under:

Item No. 102-1	Maintenance of Traffic	LS
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**TP 104
CLEARING, GRUBBING, RESTORATION,
AND SIDEWALK**

Contractor shall perform clearing and grubbing activities within the alignment of the proposed work areas where applicable and minimize impacts to the fullest extent possible. The clearing and grubbing shall be sufficient to perform work activities and provide access along the corridor for the installation of FPL and Carriers work while remaining as minimally invasive as possible. Contractor shall coordinate with PM/City prior to performing clearing & grubbing activities to clarify and finalize the method of procedure. Restoration shall be, at minimum, to original condition and inclusive to the cost of the items identified as part of this scope.

As part of clearing & grubbing and due to the nature of this work taking place in areas of commercial and residential properties that have existing irrigation systems, the Contractor shall take all reasonable and precautionary efforts to avoid damages. The Contractor shall coordinate and notify adjacent property owners to identify existing systems that may be impacted by the work. The Contractor shall repair irrigation systems damaged during the undergrounding work and notify the property owner of the repair. Any associated costs for irrigation is incidental to the undergrounding work.

In addition to irrigation, the Contractor should make all attempts to avoid impacts to existing landscaping. In areas where impacts to landscaping are unavoidable the Contractor shall identify the potential impact and work with the City and property owner to determine a resolution. The Contractor shall initiate survey of properties with landscaping and irrigation and begin coordination at a minimum of (3) weeks in advance of any work. All coordination efforts shall be documented and discussed with the PM/City during weekly progress meeting.

Method of Measurement - The quantity to be paid for under this section will be linear for sediment barrier, lump sum for clearing & grubbing, and square yard for sidewalk restoration. Copies of all measured areas shall be provided to the City.

Basis of Payment - The quantities, determined as provided above, shall be paid for at the contract unit price as listed in the bid form. The contract unit price per linear foot (LF), turbidity barrier, measured in place, completed, and accepted. Sidewalk restoration shall be paid for at the contract unit price per square yard (SY). The work and all incidental costs specified as being covered under clearing & grubbing will be paid for at the contract lump sum and shall include irrigation repairs.

Payment shall be made under:

Item No. 104-10-3	Sediment Barrier	LF
Item No. 110-1-1	Clearing & Grubbing	LS
Item No. 522-	Sidewalk Restoration	SF

TP FPL INFRASTRUCTURE

The Contractor shall be experienced and able to perform all aspects of this undergrounding project. Additionally, the Contractor shall construct, and as-built all work as part of this project. The Contractor shall facilitate coordination of FPL, Century Link, Cox Communication, and Mediacom construction activities, and in full coordination with all work designated as part of this project and provide detailed as-builts of all final project work performed by the Contractor in an acceptable format to the respective utility owners and to the Project Manager “PM”/City. The Contractor shall perform minimally invasive work operations, including but not limiting, clearing & grubbing activities to reduce impacts and footprint to State, County, City and property owner rights-of-way. The Contractor shall be responsible for restoration as part of this undergrounding project. **CONTRACTOR MUST MEET ALL FPL SPECIFICATIONS & REQUIREMENTS.**

The City will require that the Contractor provide a qualified superintendent be available to the project during all work activities. The Contractor shall notify the PM/City in the event of any change to the superintendent 30 days in advance and be required to provide an appropriate substitute having the required skill and experience necessary to supervise field activities. The Contractor shall provide notification to residents or business at a minimum of (4) weeks prior to construction by providing acceptable notices. All notices shall also be coordinated with the PM/City for content and distribution.

Perform all work in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, as specified in the Plans and Contract Documents. Contractor shall not take advantage of any apparent error or omission discovered in the Contract Documents, but immediately notify the PM/City in writing of such discovery. The PM/City will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the Contract Documents.

The work shall consist of all work to complete the underground conversion, including materials necessary for the work not provided by FPL. Also inclusive to the items of work as part of this project, the Contractor shall provide all required labor, equipment for performing operations, safety, storage and protection of materials on site, or storage area, installation of conduits, directional bores, NPDES, removal of waste, bore pits, electrical pulls, vaults/handholes/pedestals, connections/tie-ins, equipment, including but not limiting, meter services connections/replacements, capping weather-heads as required, and other related work to satisfactorily complete the undergrounding project in its entirety.

As part of this contract, all work for services connections shall stop at the meters but in some instances may require adjustments or replacements by the Contractor to make required connections. All aerial service drops once removed will require the Contractor to cap existing weather-heads.

The Contractor shall maintain all necessary separation requirements of FPL, carriers and existing utilities. All new infrastructure shall be placed uniformly along the right-of-way, in dedicated easements where applicable, and include for all necessary connection points, switches, transformers, laterals, splice points, service connections, points of service and other related sites.

The undergrounding shall require the Contractor provide scope of services; including but not limiting to, undergrounding all FPL existing aerial primary, secondary, service lines, connections, looping of all existing FPL undergrounded radial areas, existing undergrounding tie-ins, meter connections where applicable, support and coordination with FPL portion of the work, support and coordination with the Carriers facilities and service lines in conjunction with the FPL aerial undergrounding, installation, support and coordination with FPL street lighting infrastructure, coordination and provide effective and costs efficiency in the means and manor of scheduling and construction of all work associated with the undergrounding project, coordination with services for commercial and/or residential properties, parcels affected by the undergrounding, provide as-builts and permit requirements where applicable, and conform to FPL plans, specifications and other requirements as part of this project.

Prior to any construction activities the Contractor shall immediately coordinate with all respective stakeholders to verify existing and proposed facilities, explore all existing utilities for avoidance with new infrastructure and alignment, review potential conflicts against field site layout, and notify the PM/City of any findings. The Contractor shall continue to engage throughout the project with FPL, the PM/City, and Carriers. This includes, but is not limited to, confirm design plans, criteria, establish acceptable schedule, and coordination to accommodate for and construct the portions required as part of this undergrounding project.

The Contractor will need to determine required connection points and services and develop a logical sequence of construction that allows a cost-efficient approach to minimize impacts and to

expedite construction for the undergrounding project as well as provide efficiency for the portion of work being performed by the respective utility agencies. Additionally, the Contractor shall provide the PM/City with a detailed approach to the construction with consideration to all work activities for review.

The Contractor shall exercise safe practices during all work activities and abide with state and governing jurisdictions rules and requirements especially when working around existing utilities; including but not limited to, Sunshine One Call (811) - The Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes, requiring excavators to get underground utility lines located by contacting Sunshine 811 two full business days before digging.

The Contractor shall be responsible for contacting property grounds keepers to identify all private underground utilities not located through Sunshine One Call (811).

The Contractor will be required to ensure the running line for both FPL's new infrastructure and Carriers infrastructure is reviewed in the field prior to the work taking place. The Contractor shall coordinate with PM/City to ensure proper integration with the running lines and to identify and build the infrastructure in such manner as to avoid existing utilities and scheduling inefficiencies. The proposed infrastructure shall be installed to the closest extent possible to the current right-of-way, meet all separation requirements, applicable industry requirements, and be installed in the most cost-efficient manner. See attached water sewer separation clearance requirements.

The Contractor shall ensure that all portions of the work to be performed by the Carriers is successfully coordinated throughout the project to avoid schedule delays.

The Contractor shall provide a minimum 30-day notification to FPL and the PM/City for work completed and ready for FPL red-line review and readiness for switching. The Contractor shall coordinate the switching process with FPL and fully coordinate scheduling with the PM/City. The City desires the work be performed and coordinated so that the pole removal is performed expeditiously, the Contractor coordination and notification shall include full consideration of the Carrier facilities to avoid delays in pole removal.

For cost efficiency and minimal disruption to residents and commercial properties, the proposed duct bank should be placed to avoid interference with property or beautification areas, upon review and acceptable by the PM/City, the duct bank will be diverted to reduce cost and public relations impacts. To the largest extent possible, installation of conduits, structures and other items of work shall be installed on a tangent alignment at a consistent distance from the edge of right-of-way. Exceptions are areas where alignment will need to avoid identified easements, beautification areas, utility apparatuses, signs, signals, and City facilities in which case alignment shall comply with standards for any bends, casing, conduit and fiber optic cable or equipment.

In these areas the Contractor shall transition the conduit run so that transformers, pull boxes, and other related equipment are placed in areas that provide access without obstruction and provide a greater off-set distance from existing pavement while maintaining a gradual transition and desirable bend requirements. The contractor must also coordinate any adjustments or deviations from the FPL design with the FPL PM prior to any adjustments and ensure all minimum standards required by FPL are achieved.

Prior to construction the Contractor shall identify in their plan the proposed alignment in all areas where directional bore or alignment shifts are to be made to minimize or avoid major obstructions and/or beautification impacts. Conduits shall be installed at the required FPL minimum depths and meet FDOT depth requirements when in the Departments rights-of-way.

Before the equipment or box pads are set, Contractor shall touch base with the PM or Inspector to be sure equipment is where customer agreed to.

Contractor shall ensure the construction of the proposed infrastructure is consistent with the permitted improvements. The Contractor shall be responsible for all related permitting not acquired by the City or the utility owners including any environmental, governmental or other FDOT required permitting that is necessary for the work. This includes, but is not limited to, maintenance of traffic, demolition, de-watering, environmental, directional drilling/bores, etc. The Contractor shall provide final as-builts necessary to meet the permit conditions and final documentation must be acceptable to all respective agencies, including FPL.

Immediately following NTP, a site review of the corridor should be conducted by the Contractor and an invitation made to available parties. Any areas of concerns or other unique situations should be identified. The Contractor shall also take pre-construction video of the project and make a copy available to the PM/City. Any claims by individuals regarding damage to site or property that arise during the project shall be supported by Contractor pre-construction video or photo documentation to soundly dispute claim otherwise the Contractor will be responsible for restoration at their expense.

The Contractor shall use sound engineering practices in regard to survey, construction, as-builts, and maintenance of traffic during construction, requirements relative to Project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public. The Contractor shall be responsible for due diligence with FPL and the PM/City to identify and include any additional work or documents needed that are not included in reference documents herewith.

The Contractor shall comply with applicable ordinances, codes, statutes, specifications, rules, and regulations of State of Florida, FDOT permitting, applicable codes, FPL requirements, and applicable regulations of Federal Government, OSHA, NPDES, and applicable safety criteria.

For all FPL work for this project, the Contractor shall comply with FPL plans, survey as-built requirements, typical sections, installation guidelines/requirements, specifications, and details. The Contractor shall review the plans and perform a site review and provide the PM/City with

notification of any constructability or design flaws a minimum of 45 days prior to commencement of work activities. The Contractor shall provide the PM/City a detailed written summary report of any constructability or design flaws immediately after confirmation of error or conflict. If the Contractor utilizes any storage or equipment sites within the City, whether owned by individual parties or the City, the site must be restored to original condition, satisfactory to all property owners.

The Contractor shall fully coordinate all work with the PM/City and with FPL representative(s) assigned to this project. The Contractor shall field review the FPL work prior to construction for alignment and constructability. The Contractor shall fully cooperate and support the PM/City in obtaining the easements where applicable.

Contractor shall maintain a competent superintendent at the site at all times while work is in progress to act as the Contractor's agent. Provide a superintendent who is a competent superintendent capable of properly interpreting the Contract Documents and is thoroughly experienced in the type of work being performed. Provide a superintendent with the full authority to receive instructions from the PM/City and to execute the orders or directions of the PM/City, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. Provide such superintendence regardless of the amount of work sublet.

The Contractor must have a means to unload/load wire, conduit and equipment off of a flatbed delivery truck at storage sites. Contractor must also have the means to communicate with FPL local warehousemen to pick up any material needed.

The Contractor shall complete the work phase, as defined and accepted, in its entirety that supports and provides efficiency with FPL's portion of the work they are to perform. This shall include providing FPL crews access, ingress and egress, mobilization and other means for the removal of existing aerial facilities, and other work in an expeditious manner. The Contractor will be required to provide the PM/City with project status and engagement efforts with FPL work at each weekly meeting throughout the project.

Method of Measurement - The quantity for FPL related items identified in the bid tabulation table below and for under this section will be the respective unit(s). The quantity for the FPL aerial conversions, underground conversions, meter replacements, and looping under this section will be each as indicated on the bid tabulation. The units listed in the schedule of values are approximate and should be independently verified by the contractor against the plans before performing any work. Any differences should be immediately brought to the attention of the PM with a copy of the findings to the PM/City.

All unit prices for conduit shall include ALL necessary work required for full completion, including but not limiting tie-ins, bore pits, sweeps to equipment, and all other incidental efforts required to successfully perform the installation.

All unit prices for cable shall include ALL necessary work required for full completion, including but not limiting tie-ins, make-ready to equipment, and all other incidentals required to successfully perform the installation.

All unit prices for FPL equipment shall include ALL necessary work required for full completion of the installation, including but not limiting, chambers, vaults, concrete pads, conduit connections, wiring, and all other incidentals required to successfully complete the full installation(s).

All unit prices for splice box, handholes, or vaults shall include all necessary work required for full completion of the installation and conduit connections.

All meter box connection work shall include all the necessary efforts to connect new underground service to the existing meter. This shall include capping existing weatherheads safely above the roof. Notifying the property owner and scheduling an acceptable time for the required outage.

Easement coordination shall include assisting PM with confirming the placement of the equipment and identifying any conflicts within 45 days of NTP, assisting with the notification of property

owners in advance of the work (minimum 30-day notification), and scheduling the work with the property owner.

Switching Coordination shall be the full responsibility of the Contractor. This includes the Contractor providing all FPL required redlines, as-builts, drawings, bore logs, and all other details and providing the required documentation in an expeditious manner. The Contractor shall provide a detailed report to the PM during this process on a weekly basis identifying the status.

Basis of Payment -

The per each quantity for FPL related items identified below shall be paid for at the contract unit per item. Said per each unit item shall include the actual units required and documented recording of the field measure units where applicable. All unit cost shall include all related cost to perform the entire work. This shall also include the safe storage, tracking, and coordination with FPL for all related materials. Payment shall be made under:

III. FPL INFRASTRUCTURE	DESCRIPTION	APROX QNTY	
FPL-630-1-12	FPL Conduit 1PN1C DIRECTIONAL BORE	4,900	LF
FPL-630-2-12	FPL Conduit 2PN2C DIRECTIONAL BORE	4,000	LF
FPL-630-3-12	FPL Conduit 3PN3C DIRECTIONAL BORE	33,550	LF
FPL-630-4-12	FPL Conduit 4PN4C DIRECTIONAL BORE	100	LF
FPL-630-6-12	FPL Conduit 6PN6C DIRECTIONAL BORE	16,500	LF
FPL-FNC-6-12	FPL Conduit FNC DIRECTIONAL BORE	30,300	LF
FPL-630-SECNDRY	FPL Secondary Conduit	18,175	LF
FPL-635-SB-1	FPL Splice Box (Feeder)	15	EA
FPL-635-SB-2	FPL Splice Box (Primary)	70	EA
FPL -635-HH-1	FPL 30" Handhole / Above Ground Pedestal	55	EA
FPL-FEEDER CBL	FPL Feeder Cable pull (Wire)	36,000	LF
FPL-PRMRY-CBL	FPL Primary cable pull (Wire)	193,000	LF
FPL SERV CABL	FPL Secondary Cable (Wire)	19,000	LF
FPL -635-SWC-1	FPL PME 9/PME 11/Switch Cabinet Installation	54	EA
FPL-635-TSF-1	FPL Transformer & Pad (SINGLE PHASE)	64	EA
FPL-635-TSF-1	FPL Transformer & Pad (3-PHASE)	20	EA
FPL-635-TSF-1	FPL Transformer & Pad (OPEN DELTA)	13	EA
FPL-635-CAP-1	FPL Capacitor Bank Installation	4	EA
FPL - PED-1	FPL 3-Phase Pedestals	14	EA
FPL-635-WH-1	FPL Meter Box Connections	275	EA
FPL-UG-CONV	CONVERSION OF CURRENTLY UNDERGROUNDED SERVICES	275	EA
FPL-UG-COM CONV	CONVERSION OF COMMERCIAL UNDERGROUNDED SERVICES	155	EA
FPL-EASEMENT	COORDINATION OF EASEMENTS	126	EA
FPL-EASEMENT SUR	EASEMENT SURVEY	85	EA
FPL-OH-CONV	CONVERSION OF AERIAL SERVICES	300	EA
FPL-UG-CONV	CONVERSION OF UG SERVICES	55	EA
FPL-MISC/COORD	INCIDENTALS/COORDINATION/MANAGEMENT	1	LS
FPL-SWITCHING	SWITCHING/FPL COORDINATION	1	LS

TP CARRIER INFRASTRUCTURE

As part of this undergrounding project, Contractor shall be experienced and able to perform all aspects of the required conduit installation for the Carriers. Additionally, the Contractor shall construct, and as-built all work as part of this project. The Contractor shall facilitate coordination with Cox Communication, Century Link, and Uniti in conjunction with the FPL underground conversion activities, and in full coordination with all work designated as part of this project and provide detailed as-builts of all final project work performed by the Contractor in an acceptable format to the respective utility owners and to the Project Manager "PM"/City. The Contractor shall perform minimally invasive work operations, including but not limiting, clearing & grubbing activities to reduce impacts and footprint to State, County, City and property owner rights-of-way. The Contractor shall be responsible for restoration as part of this undergrounding project.

The Contractor shall coordinate each of the Carrier work plans and consolidate the conduit installation for ultimate cost and schedule efficiencies. The Contractor shall provide notification to residents or business at a minimum of (4) weeks prior to construction by providing acceptable notices. All notices shall be coordinated with the PM/City for content and distribution.

Perform all work in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, as specified in the Plans and Contract Documents. Contractor shall not take advantage of any apparent error or omission discovered in the Contract Documents, but immediately notify the PM/City in writing of such discovery. The PM/City will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the Contract Documents.

The work shall consist of conduit installation to the respective carriers where applicable. Also inclusive to the items of work as part of this project, the Contractor shall provide all required labor, equipment for performing operations, safety, storage and protection of materials on site, or storage area, installation of conduits, directional bores, NPDES, removal of waste, and bore pits as required. The Carriers will provide the conduit and sweep locations.

The Contractor shall maintain all necessary separation requirements in consideration of all work as part of the project. Installation shall be placed uniformly along the right-of-way, in dedicated easements where applicable, and include for all necessary connection points. Prior to any construction activities the Contractor shall immediately coordinate with all respective stakeholders to verify existing and proposed facilities, review potential conflicts against field site layout, and notify the PM/City of any findings. The Contractor shall continue to engage throughout the project with all Carriers and other existing utilities. This includes but not limited to,

confirm design plans, criteria, establish acceptable schedule, and coordination to accommodate for and construct the portions required as part of this undergrounding project.

The Contractor shall exercise safe practices during all work activities and abide with state and governing jurisdictions rules and requirements especially when working around existing utilities; including but not limited to, Sunshine One Call (811) – The Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes, requiring excavators to get underground utility lines located by contacting Sunshine 811 two full business days before digging.

The Contractor will be required to ensure the running line for the new conduit infrastructure is reviewed in the field prior to the work taking place. The Contractor shall coordinate with PM/City to ensure proper integration with the running lines and to identify and build the infrastructure in such manner as to avoid scheduling inefficiencies. The proposed infrastructure shall be installed to the closest extent possible to the current right-of-way, meet all separation requirements, applicable industry requirements, and be installed in the most cost-efficient manner.

The Contractor shall ensure that all portions of the work to be performed by Cox Communication, Century Link, and Uniti is successfully coordinated throughout the project to avoid schedule delays. The Contractor shall coordinate with the carriers on a routine basis and provide the PM/City with progress updates each month. The communications facilities typically consist of fiber optic cables, coaxial cables, fiber nodes, terminal boxes and amplifiers facilitated by Cox Communication, Century Link, and Uniti, respectively. The Contractor shall coordinate with the carriers on a routine basis and provide the PM/City with progress updates each month.

The communications facilities typically consist of fiber optic cables, coaxial cables, fiber nodes, terminal boxes and amplifiers facilitated by Cox Communication, Century Link, and Uniti, respectively. For a large part, the Carriers will provide the conduit and the Contractor will install the provided conduit via directional bore providing acceptable sweeps at certain points along the project. In some instances, the Contractor will be required to provide and install the conduit. The Contractor, and in coordination with the respective Carriers, shall identify and stake out the locations where the proposed conduit access points/sweeps where the Carriers will need to install their fiber, coax, pedestals/vaults, equipment. Following the completion of the Contractors conduit installation, the Carriers will perform the installation of their facilities and perform aerial wreck-out.

The Contractor shall provide a minimum 30-day notification to the Carriers and the PM/City for work completed. The Contractor shall coordinate the Carriers portion of the work to align with the FPL pole removal in an expeditious manner. The Contractor coordination and notification shall include full consideration of all Cox Communication, Century Link, and Uniti facilities to avoid delays in pole removal.

Prior to construction the Contractor shall identify in their plan the proposed alignment in all areas where directional bore or alignment shifts are to be made to minimize or avoid major obstructions and/or beautification impacts. Conduits shall be installed at the Carriers required minimum depths and meet FDOT depth requirements when in the Departments rights-of-way.

Contractor shall ensure the construction of the proposed infrastructure is consistent with the permitted improvements. The Contractor shall be responsible for all related permitting not acquired by the City or the utility owners including any environmental, governmental or other FDOT required permitting that is necessary for the work. This includes, but is not limited to, maintenance of traffic, demolition, de-watering, environmental, directional drilling/bores, etc. The Contractor shall provide final as-builts necessary to meet the permit conditions and final documentation must be acceptable to all respective agencies, including FPL.

Immediately following NTP, a site review of the corridor should be conducted by the Contractor and an invitation made to available parties. Any areas of concerns or other unique situations should be identified. The Contractor shall also take pre-construction video of the project and make a copy available to the PM/City. Any claims by individuals regarding damage to site or property that arise during the project shall be supported by Contractor pre-construction video or photo documentation to soundly dispute claim otherwise the Contractor will be responsible for restoration at their expense.

The Contractor shall use sound engineering practices in regard to survey, construction, as-builts, and maintenance of traffic during construction, requirements relative to Project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public. The Contractor shall be responsible for due diligence with FPL and the PM/City to identify and include any additional work or documents needed that are not included in reference documents herewith.

The Contractor shall comply with applicable ordinances, codes, statutes, specifications, rules, and regulations of State of Florida, FDOT permitting, applicable codes, Century Link requirements, Cox Communication requirements, Uniti requirements, Uniti requirements, and applicable regulations of Federal Government, OSHA, NPDES, and applicable safety criteria.

For all Carrier work for this project, the Contractor shall comply with plans, survey as-built requirements, typical sections, installation guidelines/requirements, specifications, and details. The Contractor shall review the plans and perform a site review and provide the PM/City with notification of any constructability or design flaws a minimum of 45 days prior to commencement of work activities. The Contractor shall provide the PM/City a detailed written summary report of any

constructability or design flaws immediately after confirmation of error or conflict. If the Contractor utilizes any storage or equipment sites within the City, whether owned by individual parties or the City, the site must be restored to original condition, satisfactory to all property owners.

Method of Measurement - The quantity to be paid for under this section will be linear for installation of Carrier conduit and any associated cost involved to install the conduit. Copies of all measured areas shall be provided to the City.

Basis of Payment - The linear quantity for Carrier provided conduit items identified below shall be paid for at the contract unit price per linear foot (LF). The linear quantity for Contractor provided conduit items identified below shall be paid for at the contract unit price per linear foot (LF).

Payment shall be made under:

IV. CARRIERS	OPTIONAL BID ITEMS		
CARRIER C-01	(4) 2" Conduit DIRECTIONAL BORE "COX" (Install)	18,500	LF
CARRIER C-02	(3) 2" Conduit DIRECTIONAL BORE "Uniti" Fiber (Install)	17,000	LF
CARRIER C-03	(3) 2" Conduit DIRECTIONAL BORE "Century" Link (Install)	17,000	LF
CONDUIT-01	(1) 2" Conduit HDPE (Furnish)	18,500	LF
CONDUIT-02	(2) 2" Conduit HDPE (Furnish)	18,500	LF
CARRIER-COORD	COORDINATION	1	LS

TP FPL STREETLIGHT INFRASTRUCTURE

The Contractor shall be experienced and able to perform all aspects of the conduit installation for FPL streetlighting and as part of the undergrounding project. Additionally, the Contractor shall construct, and as-built all work as part of this project. The Contractor shall perform minimally invasive work operations, including but not limiting, clearing & grubbing activities to reduce impacts and footprint to State, County, City and property owner rights-of-way. The Contractor shall be responsible for restoration as part of this undergrounding project.

Perform all work in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, as specified in the Plans and Contract Documents. Contractor shall not take advantage of any apparent error or omission discovered in the Contract Documents, but immediately notify the PM/City in writing of such discovery. The PM/City will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the Contract Documents.

The work shall consist of FPL streetlight conduit installation where applicable. Also inclusive to the items of work as part of this project, the Contractor shall provide all required labor, equipment for performing operations, safety, storage and protection of materials on site, or storage area, installation of conduits, directional bores, NPDES, removal of waste, and bore pits as required. The Carriers will provide the conduit and sweep locations.

The Contractor shall exercise safe practices during all work activities and abide with state and governing jurisdictions rules and requirements especially when working around existing utilities; including but not limited to, Sunshine One Call (811) - The Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes, requiring excavators to get underground utility lines located by contacting Sunshine 811 two full business days before digging.

The Contractor shall provide a minimum 30-day notification to FPL and the PM/City for work completed and ready for FPL red-line review and readiness for switching. The Contractor shall coordinate the switching process with FPL and fully coordinate scheduling with the PM/City. The City desires the work be performed and coordinated so that the pole removal is performed expeditiously and to avoid delays in FPL pole removal.

Prior to construction the Contractor shall identify in their plan the proposed alignment in all areas where directional bore or alignment shifts are to be made to minimize or avoid major obstructions and/or beautification impacts. Conduits shall be installed at the required FPL minimum depth for streetlighting conduit and meet FDOT depth requirements when in the Departments rights-of-way and as applicable.

Contractor shall ensure the construction of the proposed infrastructure is consistent with the permitted improvements. The Contractor shall be responsible for all related permitting not acquired by the City or the utility owners including any environmental, governmental or other FDOT required permitting that is necessary for the work.

This includes, but is not limited to, maintenance of traffic, demolition, de-watering, environmental, directional drilling/bores, etc. The Contractor shall provide final as-builts necessary to meet the permit conditions and final documentation must be acceptable to all respective agencies, including FPL.

The Contractor shall comply with applicable ordinances, codes, statutes, specifications, rules, and regulations of State of Florida, FDOT permitting, applicable codes, FPL requirements, AT&T requirements, Cox Communication requirements, and applicable regulations of Federal Government, OSHA, NPDES, and applicable safety criteria.

For all FPL Streetlight work for this project, the Contractor shall comply with plans, survey as-built requirements, typical sections, installation guidelines/requirements, specifications, and details. The Contractor shall review the plans and perform a site review and provide the PM/City with notification of any constructability or design flaws a minimum of 45 days prior to commencement of work activities. The Contractor shall provide the PM/City a detailed written summary report of any constructability or design flaws immediately after confirmation of error or conflict. If the Contractor utilizes any storage or equipment sites within the City, whether owned by individual parties or the City, the site must be restored to original condition, satisfactory to all property owners.

Method of Measurement - The quantity to be paid for under this section will be linear for installation of FPL streetlight conduit and any associated cost involved to install the conduit. Copies of all measured areas shall be provided to the City.

Basis of Payment - The linear quantity for FPL streetlight conduit items identified below shall be paid for at the contract unit price per linear foot (LF).

Payment shall be made under:

FPL-SL-001	FPL STREETLIGHT (1) 2" Conduit DIRECTIONAL BORE	LF
FPL-SL-002	FPL STREETLIGHT (2) 2" Conduit DIRECTIONAL BORE	LF
FPL-SL-COORD	COORDINATION	LS

TP CONTRACT DURATION AND SCHEDULE MISCELLANEOUS

Description

The Contractor shall establish the contract duration for this task assignment for the FPL undergrounding. In no event shall the contract duration exceed 550 calendar days for this assignment, regardless of if other task assignments related to the undergrounding are being performed concurrently by Contractor. The Contractor shall provide a schedule supporting the proposed contract duration for this task assignment and shall identify the work activity durations provided are based on calendar days or working days. The Proposed Contract Time (PCT) reflected may be amended if delays associated with other City work creates reason for a time extension outside the Contractor's control.

The Contractor shall submit a baseline project schedule which supports the established contract duration. The Contractor's schedule shall include all undergrounding work in a logical sequence and in full consideration of all FPL

related work for this task assignment.

The Contractor shall maintain a current project schedule and submit schedule updates each month at estimate cut-off. Changes to schedule logic must be submitted to and accepted by the PM/City prior to incorporation into any monthly update.

If delays are encountered by the Contractor, non-compensable time may be granted if the Contractor can demonstrate to the PM/City that the efforts were properly coordinated and proven outside their control. All potential delays shall be immediately presented to the PM/City in writing within (7) days of impact to schedule. A preliminary request for an extension of contract time must be submitted in writing to the PM/City within ten calendar days after the commencement of a delay to work items associated with this task assignment. If the Contractor fails to submit this required preliminary request for an extension of contract time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of contract time for that delay. Each request for an extension of contract time shall include as a minimum the commencement date of the delay, the cause of the delay, and the item of work affected by the delay.

The Contractor shall provide any such delay with a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay. Failure by the Contractor to comply with the ten-calendar day notice shall constitute a waiver of the claim. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not work items specific to this undergrounding project.

Request for a contract time extension shall include as a minimum all documentation that the Contractor wishes the City to consider related to the delay, and the exact number of days requested to be added to contract time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a contract time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a contract time extension, with or without a detailed cost analysis, depriving the City of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of contract time or additional compensation for the delay.

When Contractors leave any equipment overnight on-site, All Contractor's equipment shall be properly placed where it will not be a hazard to the driving or walking public. The equipment will be properly safety taped/coned and secured.

The minimum number of activities included in the Schedule shall be those listed in the Schedule of Values and those listed below at a minimum:

- Materials Quality Tracking

- Long Lead Item procurements
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Maintenance of Traffic
- Permitting
- Utility Coordination
- FPL Scheduled Work
- Carrier Scheduled Work
- FPL Streetlighting Work

All work shall require close coordination with all respective stakeholders and allowances for work when required, including connections, by others and shall be included in the schedule. The schedule shall be fully integrated to achieve final completion within the maximum contract duration time. The Contractor is responsible for planning the work in a manner that properly considers all project elements, the need for continued service, and the final schedule for completion.

The Contractor will be responsible for notifying the Owner as sections are completed and submit required final as-builts upon section completion. The Contractor shall provide updated “as-built” plans reflecting the final conditions as the work is completed.

The Contractor shall be responsible for coordinating construction activities with other construction Projects that are impacted by or impact this Project. This includes Projects under the jurisdiction of City, FDOT, local governments, or other regional and state agencies.

The Contractor shall anticipate periodic meetings with PM/City personnel and other agencies for construction issues. Upon issuance of NTP Contractor shall initiate specific meetings with each stakeholder to discuss construction and design elements with the PM/City present. These meetings may include:

- Technical issue resolution
- Stakeholder coordination meetings
- Weekly progress meetings
- Easement coordination
- Local government and Utility agency coordination
- Schedule

During construction, the Contractor shall meet with PM/City on a weekly basis and provide a one-week look ahead for activities to be performed during the coming week. The Contractor shall, on a bi-weekly basis, provide written progress reports that describe the items of concern and the work performed on each scheduled task. The Contractor shall provide all support necessary to hold various public meetings,

which may include:

Public Information Meetings, meetings with elected and appointed officials, and meetings with special interest groups (private groups, homeowner associations, environmental groups, minority groups and individuals)

The Contractor shall attend meetings as requested by the PM/City for the term of the contract to support the public involvement program. Meetings to provide updates to parties interested in the construction of the project will be publicly advertised and will take place at City Hall.

The Contractor shall provide all technical assistance, data and information necessary for the day-to-day exchange of information with the public, all agencies and elected officials to keep them informed as to the progress and impacts the proposed project will create. This includes workshops, information meetings, and public hearings. The Contractor shall, on an as-needed basis, attend the meetings with an appropriate number of personnel to assist the PM/City's Project Representative.

The Contractor shall be responsible for the professional quality, technical accuracy and coordination of all surveys, drawings, as-builts, and other services furnished under this contract. The Contractor shall describe how the check and review processes are used to document and that required procedures are followed. The Contractor shall, without additional compensation, correct all errors or deficiencies in the work associated with this task assignment.

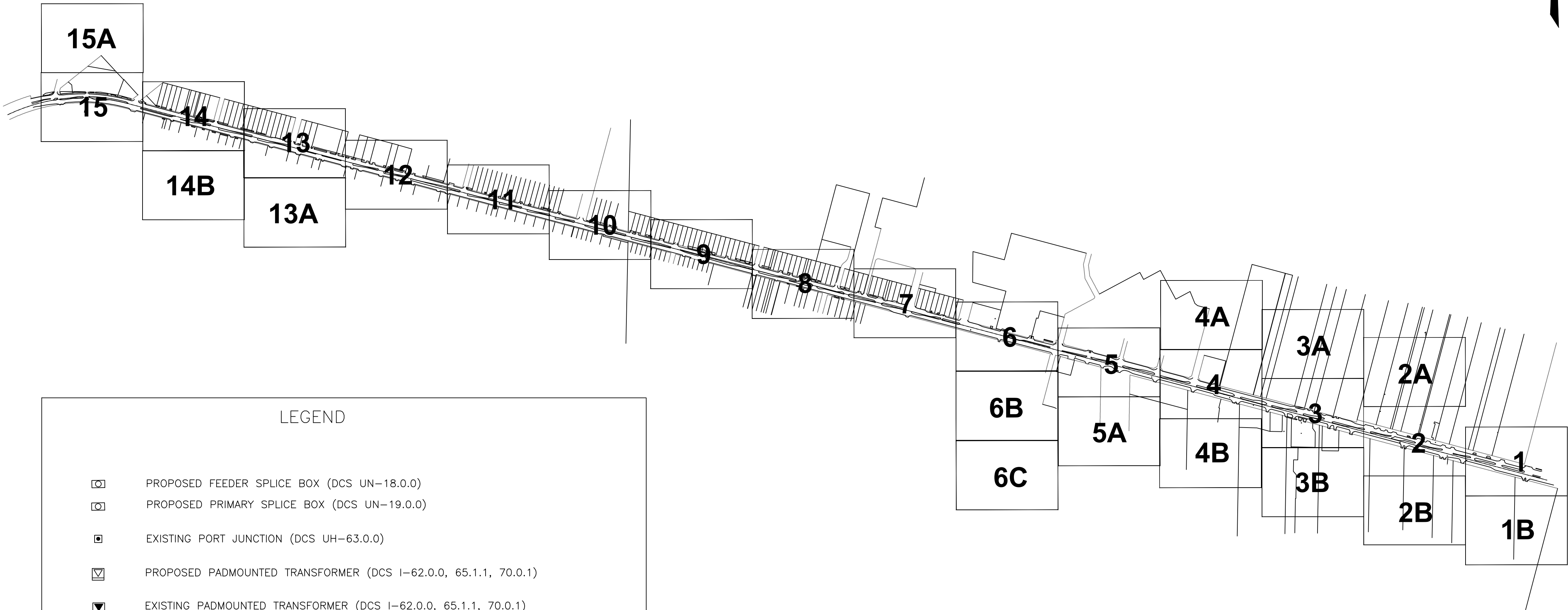
Price Proposal/Schedule-of-Values

City of Destin - Phase 1 Undergrounding

No.	Description	Qty.	Units	Unit Price	Total
I. GENERAL					
57-7	Survey, Stakeout & Record Drawings	1	LS		
101-1	Mobilization	1	LS		
102-1	Maintenance of Traffic	1	LS		
				SUBTOTAL	
II. CLEARING, GRUBBING, RESTORATION, AND SIDEWALK					
104-10-3	Sediment Barrier	5,500	LF		
110-1-1	Clearing & Grubbing	1	LS		
120-6	Sidewalk Restoration	12,000	SF		
				SUBTOTAL	
III. FPL INFRASTRUCTURE					
FPL-630-1-12	FPL Conduit 1PN1C DIRECTIONAL BORE	4,900	LF		
FPL-630-2-12	FPL Conduit 2PN2C DIRECTIONAL BORE	4,000	LF		
FPL-630-3-12	FPL Conduit 3PN3C DIRECTIONAL BORE	33,550	LF		
FPL-630-4-12	FPL Conduit 4PN4C DIRECTIONAL BORE	100	LF		
FPL-630-6-12	FPL Conduit 6PN6C DIRECTIONAL BORE	16,500	LF		
FPL-FNC-6-12	FPL Conduit FNC DIRECTIONAL BORE	30,300	LF		
FPL-630-SECNDRY	FPL Secondary Conduit	18,175	LF		
FPL-635-SB-1	FPL Splice Box (Feeder)	15	EA		
FPL-635-SB-2	FPL Splice Box (Primary)	70	EA		
FPL-635-HH-1	FPL 30" Handhole / Above ground Pedestals	55	EA		
FPL-FEEDER CBL	FPL Feeder Cable pull (Wire)	36,000	LF		
FPL-PRMRY-CBL	FPL Primary cable pull (Wire)	193,000	LF		
FPL SERV CABL	FPL Secondary Cable (Wire)	19,000	LF		
FPL-635-SWC-1	FPL PME 9/PME 11/Switch Cabinet Installation	54	EA		
FPL-635-TSF-1	FPL Transformer & Pad (SINGLE PHASE)	64	EA		
FPL-635-TSF-1	FPL Transformer & Pad (3-PHASE)	20	EA		
FPL-635-TSF-1	FPL Transformer & Pad (OPEN DELTA)	13	EA		
FPL-635-CAP-1	FPL Capacitor Bank Installation	4	EA		
FPL - PED-1	FPL 3-Phase Pedestals	14	EA		
FPL-635-WH-1	FPL Meter Box Connections	275	EA		
FPL-UG-CONV	CONVERSION OF CURRENTLY UNDERGROUNDED SERVICES	275	EA		
FPL-UG-COM CONV	CONVERSION OF COMMERCIAL UNDERGROUNDED SERVICES	155	EA		
FPL-EASEMENT	COORDINATION OF EASEMENTS	126	EA		
FPL-EASEMENT SUR	EASEMENT SURVEY	85	EA		
FPL-OH-CONV	CONVERSION OF AERIAL SERVICES	300	EA		
FPL-UG-CONV	CONVERSION OF UG SERVICES	55	EA		
FPL-MISC/COORD	INCIDENTALS/COORDINATION/MANAGEMENT	1	LS		
FPL-SWITCHING	SWITCHING/FPL COORDINATION	1	LS		
				SUBTOTAL	
IV. CARRIERS					
OPTIONAL BID ITEMS					
CARRIER C-01	(4) 2" Conduit DIRECTIONAL BORE "COX" (Install)	18,500	LF		
CARRIER C-02	(3) 2" Conduit DIRECTIONAL BORE Uniti Fiber (Install)	17,000	LF		
CARRIER C-03	(3) 2" Conduit DIRECTIONAL BORE Century Link (Install)	17,000	LF		
CONDUIT-01	(1) 2" Conduit HDPE (Furish)	18,500	LF		
CONDUIT-02	(2) 2" Conduit HDPE (Furnish)	18,500	LF		
CARRIER-COORD	COORDINATION	1	LS		
				SUBTOTAL	
V. CARRIERS					
FPL STREETLIGHT INFRASTRUCTURE					
FPL-SL-001	FPL STREETLIGHT (1) 2" Conduit DIRECTIONAL BORE	32,000	LF		
FPL-SL-002	FPL STREETLIGHT (2) 2" Conduit DIRECTIONAL BORE	32,000	LF		
FPL-SL-COORD	COORDINATION	1	LS		
				SUBTOTAL	
VI. BOND					
BOND-001	BONDING	1	LS		
				SUBTOTAL	
SUMMARY					
I. GENERAL					
II. CLEARING, GRUBBING, RESTORATION, AND SIDEWALK					
III. FPL INFRASTRUCTURE					
IV. CARRIERS					
V. FPL STREETLIGHT INFRASTRUCTURE					
VI. BOND					
SUBTOTAL					
AWARD: Base Bid Total =					\$
Written in Words: _____					

					\$

WR 11341323 - CITY OF DESTIN CONVERSION - UG FOR CONSTRUCTION



LEGEND

-  PROPOSED FEEDER SPLICE BOX (DCS UN-18.0.0)
-  PROPOSED PRIMARY SPLICE BOX (DCS UN-19.0.0)
-  EXISTING PORT JUNCTION (DCS UH-63.0.0)
-  PROPOSED PADMOUNTED TRANSFORMER (DCS I-62.0.0, 65.1.1, 70.0.1)
-  EXISTING PADMOUNTED TRANSFORMER (DCS I-62.0.0, 65.1.1, 70.0.1)
-  EXISTING OPEN WYE-OPEN DELTA TRANSFORMER (DCS I-68.0.2)
-  PROPOSED PADMOUNTED DISCONNECT SWITCH (DCS C-32.0.1, 32.0.2, 32.0.3)
-  EXISTING SOLID BLADE SWITCH (UH-20.0.0 F1)
-  PROPOSED DISCONNECT SWITCH (UH-15.3.1)

AS-BUILT COPY

AS-BUILT CREW PRINT

Initials

Cert. Date

Foreman's Signature

Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print.
Material changes shown on ROS.

Supervisor's Signature

Date

All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature

Date

Easement?

YES ☐ NO ☐

Tree Work?

YES ☐ NO ☐

Map Posting?

YES ☐ NO ☐

Posted by

Survey/Stake?

YES ☐ NO ☐

Designer/Stake?

YES ☐ NO ☐

Trench Feet

City

DR. DIST.

COUNTY AIR

STATE RD

FAA

WMD

RR XING

COUNTY RD.

TRANSM.

Telephone Request?

YES ☐ NO ☐

CATV Request?

YES ☐ NO ☐

Work with SMO?

YES ☐ NO ☐

CT/Special Mtr?

YES ☐ NO ☐

Duct Bank Feet



DESIGNED BY

C. OCHOA

DRAWN BY

C.OCHOA

DATE

11/14/22

MAP NO.

-

0

20

40

80

FEET

TWNP:00S. RNG:00E. SEC:00. QTR:

M/A: NW

CITY OF DESTIN PHASE 1

UG FOR CONSTRUCTION

US HWY-90

DESTIN/OKALOOSA, FL

DWG NO.

GP

WR:11341323WRD011-34-323

GENERAL NOTES:

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

CONSTRUCTION NOTES - WR# 11341247

REQUIRED DRAWINGS
FOR CONSTRUCTION NOTES SEE DWG#

COORDINATE WITH:
WR 11341326 - OH FDR Hardening
WR 11341335 - OH Equivalent
WR 11341340 - OH Make Ready
WR 11341346 - OH Removal

STANDARD NOTES
ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRIC MARKER (XXX') DENOTED CABLE PULL DISTANCE
UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING
INSTALL NEUTRAL BOND FOR COMMUNICATIONS COMPANIES AT ALL SINGLE PHASE TRANSFORMERS PER D.C.S., G-11.0.0
GENERAL GROUNDING, GUYING AND U-GUARD NOTES:
- U-GUARDS (DCS UH-14.0.0 AND UH-14.0.2)
- WOOD POLES - USE TAPCON FASTENERS IN ALL BASE SECTION HOLES AND EVERY OTHER HOLE OF TOP SECTIONS.
- CONCRETE POLES - USE AT LEAST 10 TAPCON FASTENERS PER 10 FOOT U-GUARD SECTION. FOR SHORTER SECTIONS, USE AT LEAST 6 TAPCON FASTENERS.
- BACK PLATE (UH-14.0.1) REQUIRED ON FIRST 10 FOOT SECTION ABOVE GROUND (WOOD AND CONCRETE POLES)
- GUYING (DCS D-2.0.0) - GUYS SHALL HAVE A GUY MARKER (GUY GUARD) INSTALLED AT ALL LOCATIONS.
- RISERS (DCS G-10.1.0 AND G-10.2.0) - BOND ALL METAL RISER CONDUITS ON POLES.
- GROUND RODS (DCS G-3.0.1) - TOP MUST BE A MINIMUM OF 6 INCHES BELOW GRADE.
UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

ADDITIONAL CONSTRUCTION NOTES

LOC 1.4:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON E. QUAD OF POLE

LOC 1.5:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON N. QUAD OF POLE

LOC 3.4:
- INSTALL 3PH PRIMARY RISER PER DCS UH-20.0.0 FIG 2
- INSTALL 1-5" U-GRD ON S. QUAD OF POLE

LOC 4.8:
- INSTALL 3PH PRIMARY RISER PER DCS UH-20.0.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 8.1:
- INSTALL 3PH PRIMARY RISER PER DCS UH-15.1.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 17.1:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON E. QUAD OF POLE

LOC 23.2:
- INSTALL 3PH PRIMARY RISER PER DCS UH-15.1.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 24.1:
- INSTALL 3PH PRIMARY RISER PER DCS UH-20.0.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 33.1:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON E. FACE OF POLE

LOC 40.1:
- INSTALL (2) 3PH PRIMARY RISERS, BACK TO BACK PER DCS UH-15.2.0
- INSTALL 1-5" U-GRD ON E. FACE OF POLE
- INSTALL 1-5" U-GRD ON W. FACE OF POLE

LOC 47.1:
- INSTALL (2) 3PH PRIMARY RISERS, BACK TO BACK PER DCS UH-15.2.0
- INSTALL 1-5" U-GRD ON E. FACE OF POLE
- INSTALL 1-5" U-GRD ON W. FACE OF POLE

LOC 57.1:
- INSTALL (2) 3PH PRIMARY RISERS, BACK TO BACK PER DCS UH-15.2.0
- INSTALL 1-5" U-GRD ON E. FACE OF POLE
- INSTALL 1-5" U-GRD ON W. FACE OF POLE

LOC 62.1:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 61.7:
- INSTALL (2) 3PH PRIMARY RISERS, BACK TO BACK PER DCS UH-15.2.0
- INSTALL 1-5" U-GRD ON E. FACE OF POLE
- INSTALL 1-5" U-GRD ON W. FACE OF POLE

LOC 65.1:

- INSTALL 3PH PRIMARY RISER PER DCS UH-15.1.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

PME DEADFRONT PAD MOUNTED SWITCHGEAR
PME-9
- INSTALL 15KV PME-9 PER DCS C-32.0.1 THROUGH C-32.0.4
- INSTALL CONCRETE PAD PER UX-122.0.0
LOC 2, 3, 4, 5, 8, 9, 10, 11, 12, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 30, 34, 35, 39, 40, 42, 44, 45, 47, 51, 52, 54, 55, 56, 57, 58, 59, 60, 61, 65, 66, 67, 68, & 69

PME-11
- INSTALL 15KV PME-11 PER DCS C-32.0.1 THROUGH C-32.0.4
- INSTALL CONCRETE PAD PER UX-122.0.0
LOC 1, 6, 7, 13, 17, 18, 33, 62, 63, & 64

3PH 1200KVAR PAD-MOUNTED CAPACITOR BANK
- INSTALL 15KV 200A 95KV BIL 1200KVAR PAD-MOUNTED CAPACITOR BANK PER DCS J-4.0.0
- INSTALL CONCRETE PAD PER UX-108.0.0
LOC 34.1, 44.8, 59.7, & 64.1

SINGLE PHASE PMTX
- INSTALL ALL SINGLE PHASE DEADFRONT PADMOUNTED TRANSFORMERS (25KVA TRHOUGHT 75KVA) PER DCS I-65.1.1
- INSTALL ALL 100KVA SINGLE PHASE DEADFRONT PADMOUNTED TRANSFORMERS PER DCS I-65.0.1
- INSTALL ALL 167KVA SINGLE PHASE DEADFRONT PADMOUNTED TRANSFORMERS PER DCS I-62.0.1
- INSTALL ALL CONCRETE PADS PER UX-117.0.0

NEW 25KVA PMTX:
LOC 1.3, 4.1, 4.2, 4.7, 5.7, 5.9, 6.4, 9.1, 10.2, 11.1, 12.1, 13.1, 15.2, 16.2, 20.2, 25.7, 25.8, 34.6, 34.14, 34.16, 42.1, 47.11, 47.15, 51.1, 54.1, 54.2, 54.3, 54.4, 54.7, 56.8, 59.2, 61.9, 64.2, 64.3, & 64.4

EXISTING 25KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 15.4, 34.3, 34.12, 34.13, 34.16, & 56.12

EXISTING 37.5KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 15.3

NEW 50KVA PMTX:
LOC 25.3, 25.4, 26.1, 26.4, 26.7, 26.8, 34.9, 39.1, 39.2, 39.6, 42.2, 44.6, 47.5, 47.9, 58.1, 59.3, 61.5, 61.7, & 61.11

EXISTING 50KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 34.15

NEW 75KVA PMTX:
LOC 26.9, 44.2, 47.4, 56.2, & 61.1

EXISTING 75KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 25.2, 25.5, & 59.2

NEW 100KVA PMTX:
LOC 34.17, 44.1, 56.15, & 61.3

EXISTING 100KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 51.4, 56.6, 56.7, & 56.11

NEW 167KVA PMTX:
LOC 39.4

EXISTING 167KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 22.3, 39.3, & 51.3

3 PHASE OPEN DELTA PMTX
- INSTALL ALL 3PHASE OPEN DELTA DEADFRONT PADMOUNTED TRANSFORMERS PER DCS I-68.0.2
- INSTALL ALL CONCRETE PADS PER UX-115.0.0

EXISTING 25/25KVA OPEN DELTA PMTX
- TIE INTO EXISTING PMTX. INSTALL 2-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 56.19

EXISTING 37.5/25KVA OPEN DELTA PMTX
- TIE INTO EXISTING PMTX. INSTALL 2-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 5.3

NEW 50/25KVA OPEN DELTA PMTX
LOC 5.1, 11.2, 42.4, 44.4, & 59.1

EXISTING 50/25KVA OPEN DELTA PMTX
- TIE INTO EXISTING PMTX. INSTALL 2-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 34.4

NEW 50/50KVA OPEN DELTA PMTX
LOC 54.6 & 61.5

NEW 75/25KVA OPEN DELTA PMTX
LOC 34.7 & 39.5

EXISTING 75/37.5KVA OPEN DELTA PMTX
- TIE INTO EXISTING PMTX. INSTALL 2-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 34.5

NEW 75/50KVA OPEN DELTA PMTX
LOC 10.1

NEW 100/25KVA OPEN DELTA PMTX
LOC 47.2

NEW 100/50KVA OPEN DELTA PMTX
LOC 42.3

NEW 167/25KVA OPEN DELTA PMTX
LOC 44.5

3 PHASE PMTX
- INSTALL ALL 3PHASE DEADFRONT LOOP STYLE PADMOUNTED TRANSFORMERS (75KVA THROUGH 750KVA) PER DCS I-70.0.1
- INSTALL ALL CONCRETE PADS PER UX-114.0.0

EXISTING 3 PHASE 112KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 22.2 & 47.6

NEW 3 PHASE 150KVA (120/208V)
LOC 5.8, 11.9, 16.1, 20.1, 26.2, 26.6, 26.11, 34.8, 44.3, 47.8, 54.5, 58.4, & 61.2

NEW 3 PHASE 150KVA (277/480V)
LOC 6.3

EXISTING 3 PHASE 150KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 11.4, 39.7, 47.13, 47.14, & 56.13

EXISTING 3 PHASE 225KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 4.6, 5.4, 6.1, 6.6, 10.4, 44.7, 47.25, 58.2, & 59.4

NEW 3 PHASE 300KVA (120/208V)
LOC 26.3, 26.5, 56.1, 59.6, & 61.4

EXISTING 3 PHASE 300KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 56.5 & 56.21

NEW 3 PHASE 500KVA PMTX (120/208V):
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 6.2

EXISTING 3 PHASE 500KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 4.4, 5.12, & 11.7

EXISTING 3 PHASE 750KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 4.5, 5.6, 22.4, & 51.5

EXISTING 3 PHASE 1000KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 1.1, 2.1, & 11.5

SPLICE BOX INSTALLATION
NEW 5'X10' FEEDER SPLICE BOX
- INSTALL ALL 5'X10' FEEDER SPLICE BOXES PER DCS UN-18.0.0
- INSTALL 1K-1K STRAIGHT SPLICES PER DCS UE-19.0.0 INSIDE SPLICE BOXES
LOC 4.9, 12.01, 14.01, 18.01, 22.6, 23.1, 63.01, 64.01, & 67.01

NEW 48" PRIMARY SPLICE BOX
- INSTALL ALL 48" PRIMARY SPLICE BOXES PER DCS UN-19.0.0
- INSTALL 1/0A - 1/0A STRAIGHT SPLICES PER DCS UE-19.0.0 INSIDE SPLICE BOXES
LOC 1.2, 2.2, 2.21, 4.41, 5.2, 5.5, 5.13, 5.31, 5.71, 6.5, 6.21, 9.2, 10.3, 11.3, 11.6, 11.8, 11.11, 11.41, 11.81, 12.2, 13.2, 15.1, 15.6, 15.31, 19.1, 19.2, 20.4, 22.1, 22.5, 22.25, 25.1, 25.6, 34.31, 39.8, 47.3, 47.7, 47.12, 51.2, 51.6, 56.3, 56.4, 56.9, 56.14, 56.17, 58.3, 59.5, 64.21, 67.2, 68.1, 69.1, & 69.2

EXISTING 48" PRIMARY SPLICE BOX
- TIE INTO EXISTING PRIMARY SPLICE BOX
- INSTALL 1/0A - 1/0A STRAIGHT SPLICES PER DCS UE-19.0.0 INSIDE SPLICE BOXES
LOC 4.3, 4.6, 5.11, 34.11, 56.16, & 56.18

EXISTING ABOVE GROND PEDESTAL
-TIE INTO EXISTING ABOVEGROUND PEDESTAL
- INSTALL 1/0A - 1/0A STRAIGHT SPLICES PER DCS UE-19.0.0 INSIDE PEDESTAL
LOC 14.1, 15.5, 66.1, 67.1, & 69.3

COMMERCIAL SVC SPANS
-CUSTOMER TO TRENCH/BACKFILL AND INSTALL CONDUIT, FPL CABLE AND METER CAN. ONCE ELECTRICAL INSPECTION OF NEW METER CAN IS COMPLETED BY CUSTOMER, FPL TO MAKE CONNECTIONS AND TAP UP SERVICE.
-ALL SPANS IN 2" CONDUIT UNLESS OTHERWISE NOTED

TWNP: 00S_ RNG: 00E_ SEC: 00_ QTR: _____

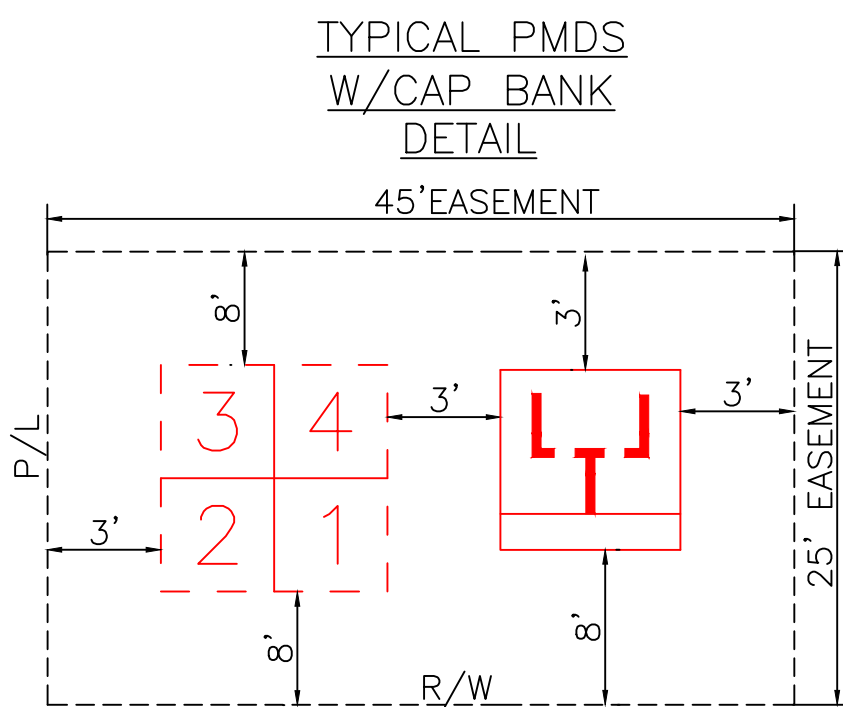
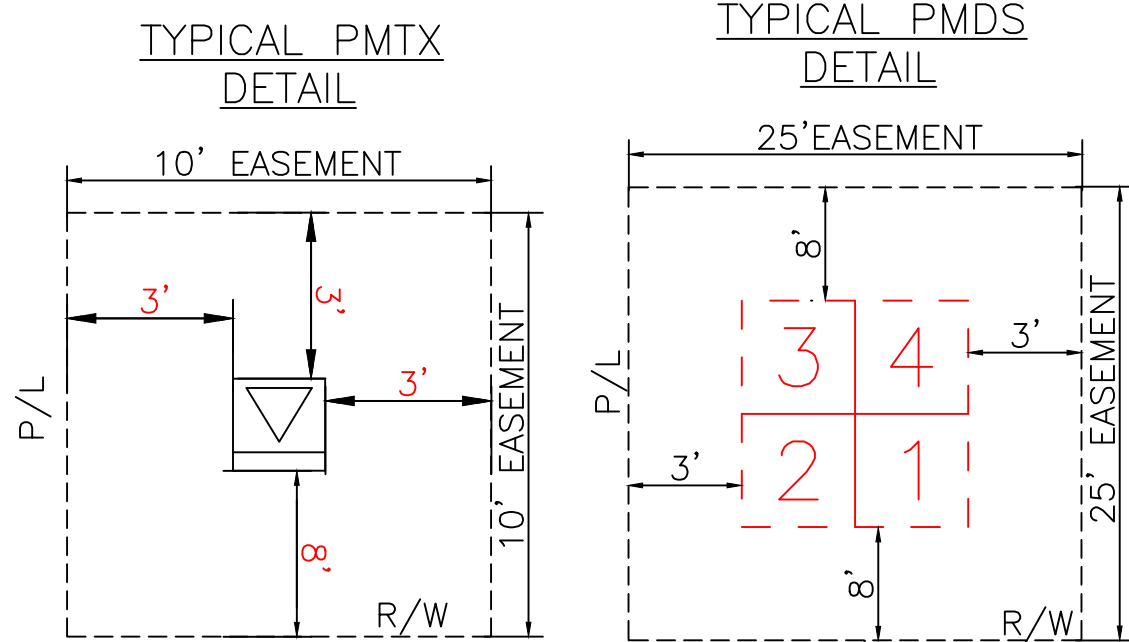
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Initials Cert. Date		Foreman's Signature Date		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY						
Job CERTIFIED COMPLETED as shown on this AS—BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet			DATE						
Supervisor's Signature Date						CITY		DR. DIST.	COUNTY		AIR	STATE		RD	FAA	MAP NO.	—
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.						WMD		RR	XING		COUNTY	RD.		TRANS.			
Foreman's Signature Date						Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐				DWG NO.			
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CAD NAME: NO—NAME

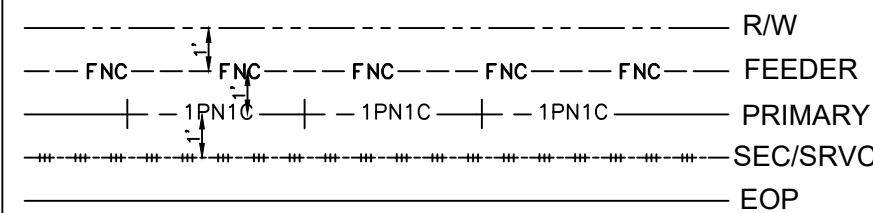
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PLOT DATE: 00/00/00

LOCATION SKETCH
N.T.S.



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

FOR CONTINUATION SEE PAGE 1B

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY	AS-BUILT CREW PRINT
Initials	Cert. Date
Foreman's Signature	Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature	Date
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature	Date

Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet		
CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA	
	WMD	RR XING	COUNTY RD.	TRANSM.	
Posted by	Telephone Request?	YES ☐ NO ☐	CATV Request?	YES ☐ NO ☐	

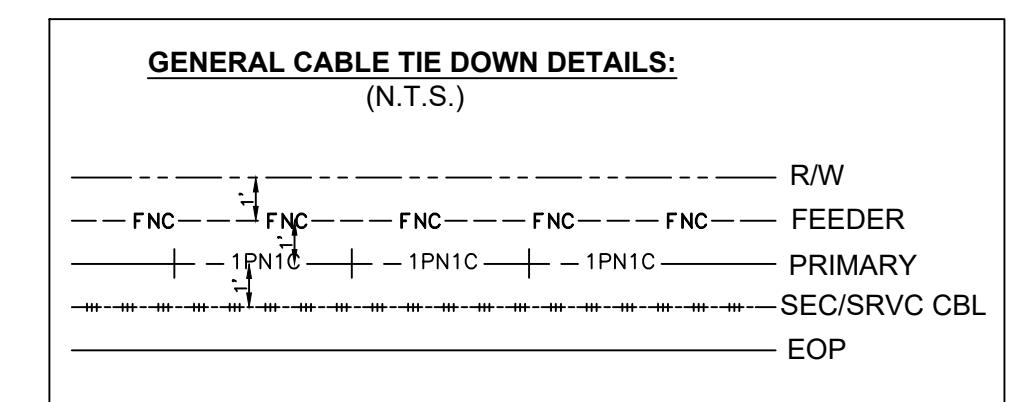
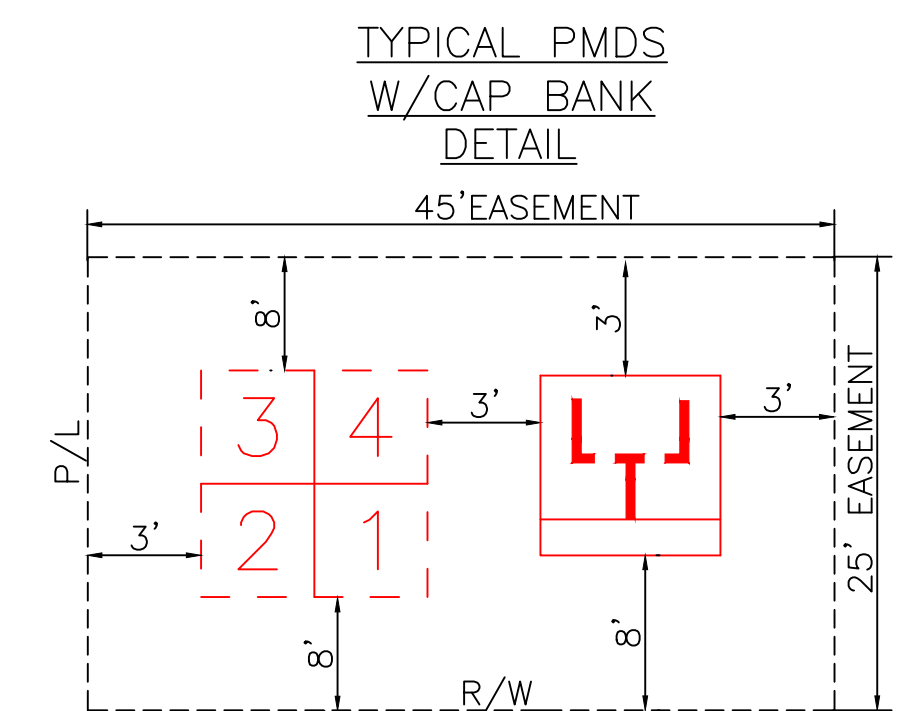
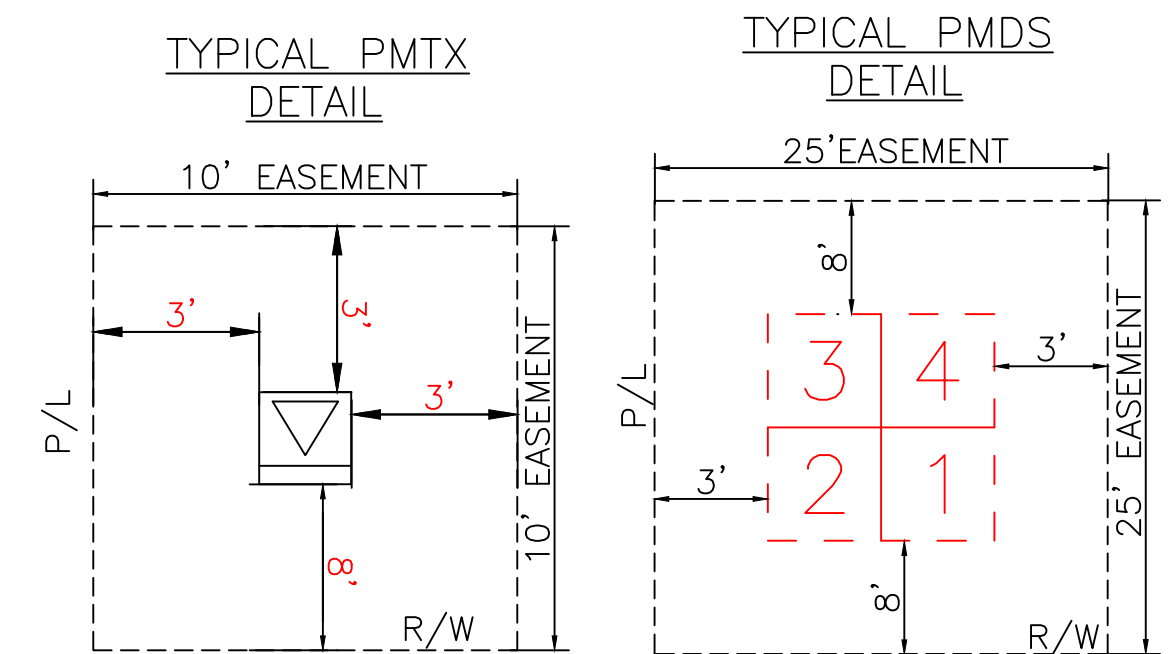
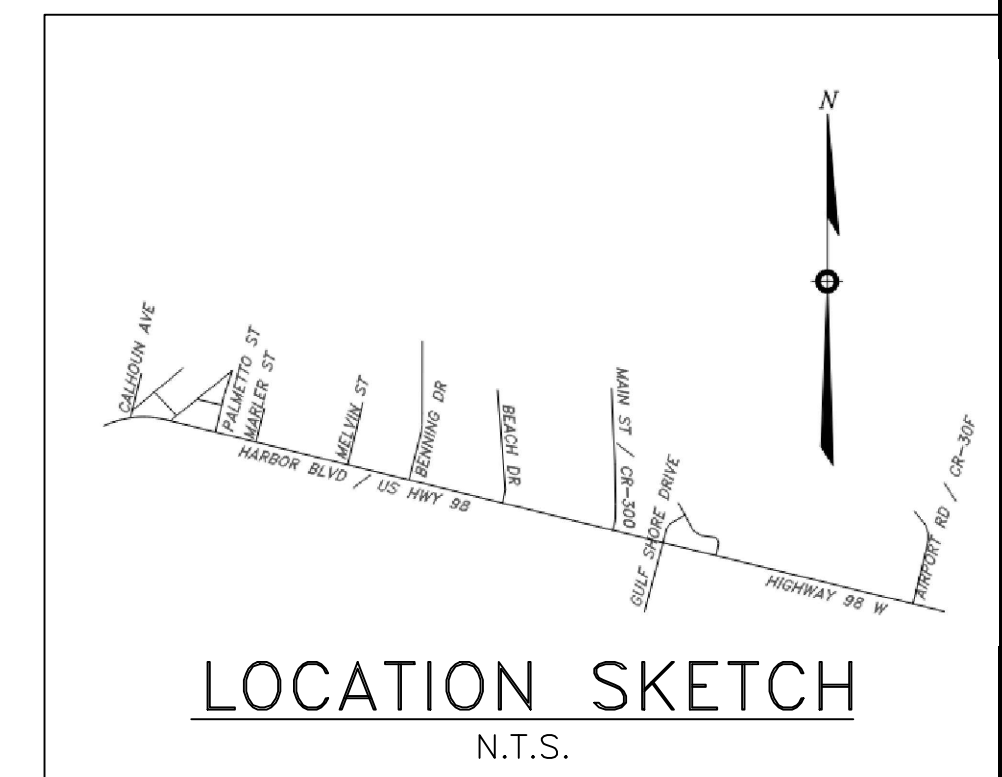
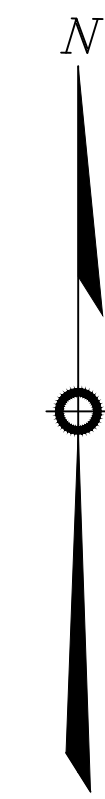
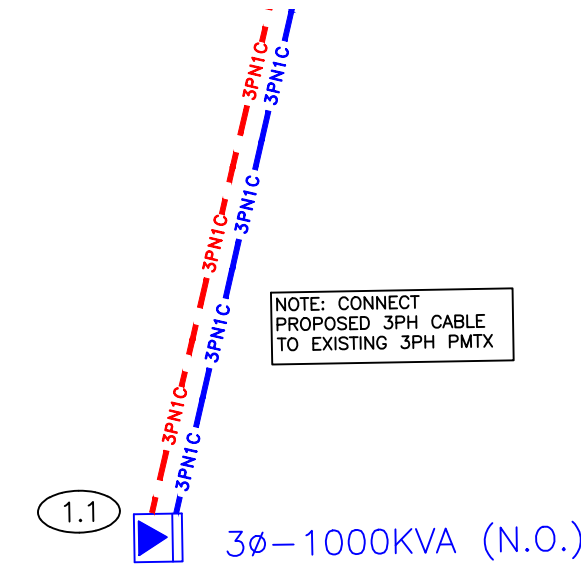


DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	-
0 20 40 80 FEET	

W/A: NW
CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
US HWY-90
DESTIN/OKALOOSA, FL
DWG NO. PAGE 1
WR: 11341323 WR: D0113 - 41 - 323

FOR CONTINUATION SEE PAGE 1

1B



REFERENCE DWG's

EASEMENTS REQUIRED

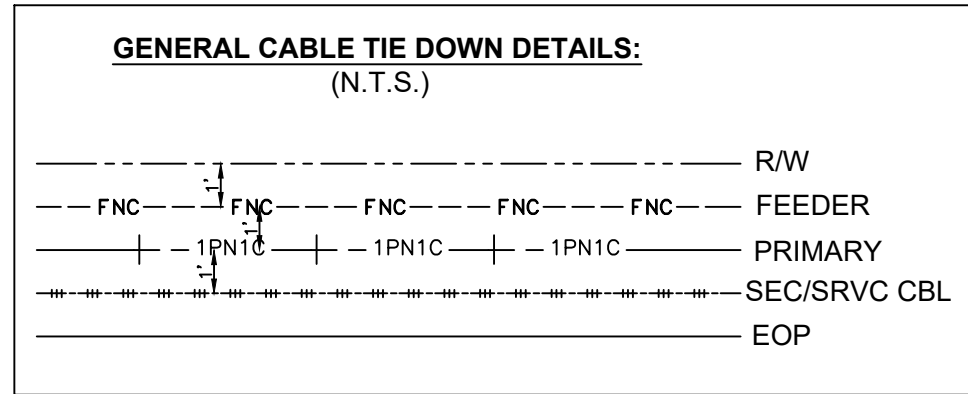
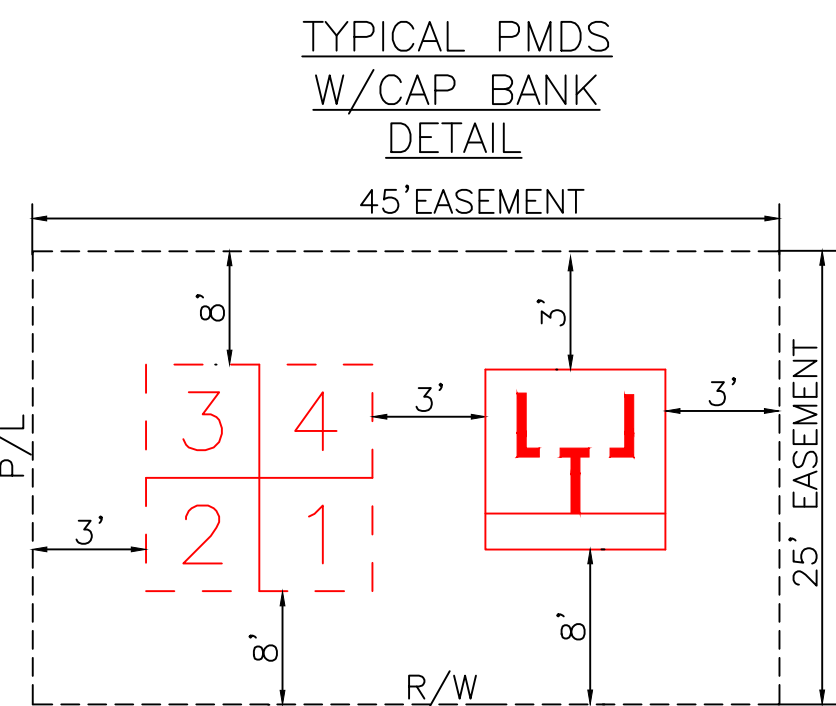
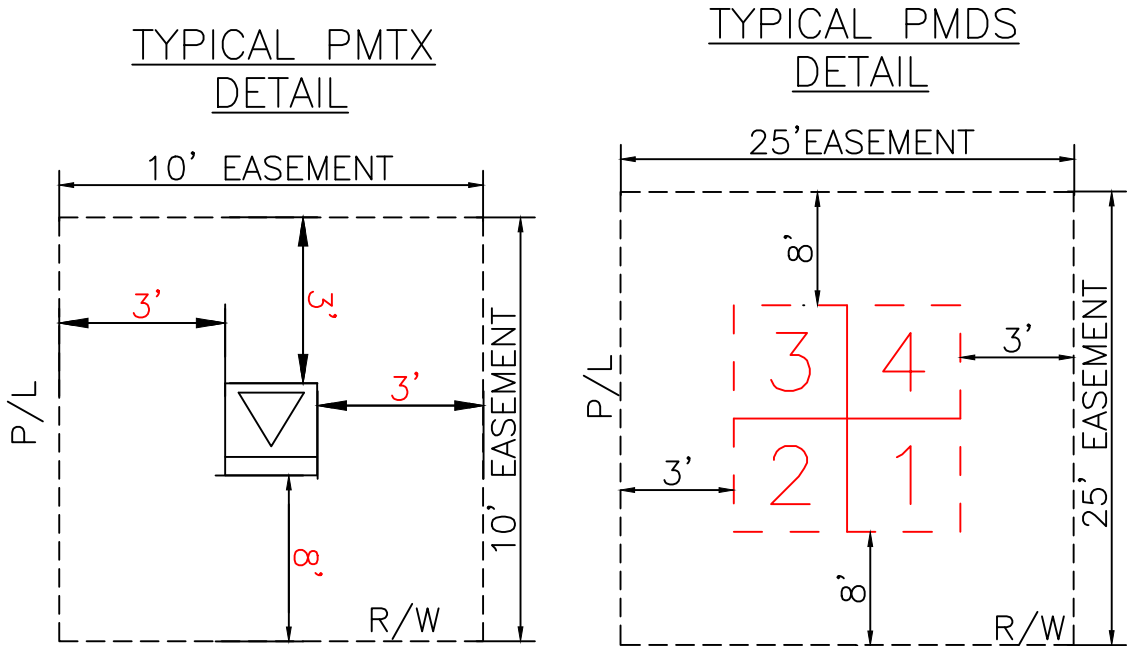
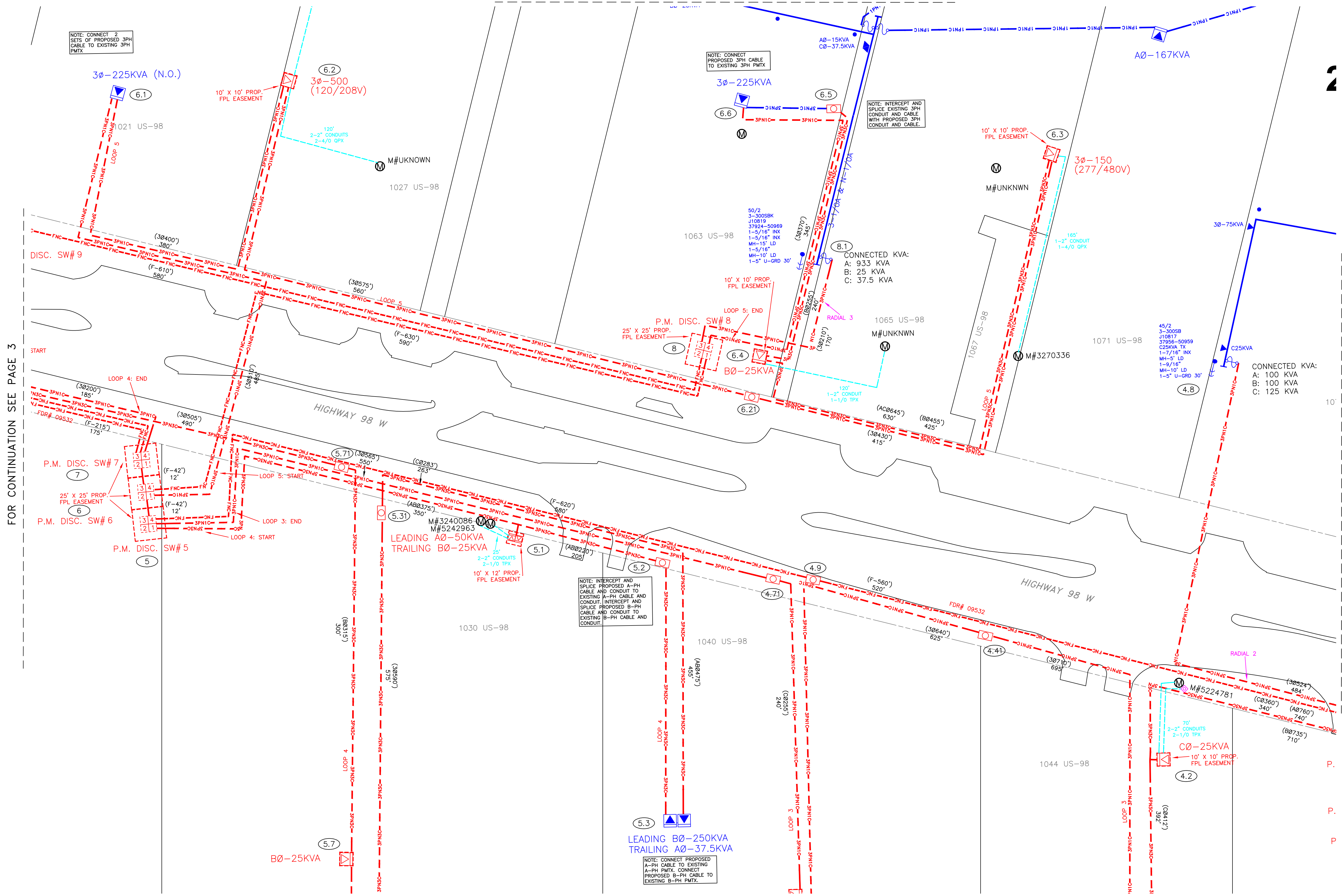
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐	
Initials	Cert. Date	Foreman's Signature _____ Date _____		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet	
Supervisor's Signature _____ Date _____		All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		PERMIT RECORD CITY WMD DR. DIST. RR XING COUNTY AIR COUNTY RD. STATE RD. TRANSM. FAA		Posted by Telephone Request? YES ☐ NO ☐ CATV Request? YES ☐ NO ☐			
Foreman's Signature _____ Date _____									

	DESIGNED BY		W/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL
	DRAWN BY		
	DATE		
	MAP NO.	-	
			
DWG. NO. PAGE 1B WR-11341323 WR-D0113 - 41 - 323			

FOR CONTINUATION SEE PAGE 2A



REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

FOR CONTINUATION SEE PAGE 2B

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐
Initials	Foreman's Signature	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet
Supervisor's Signature			CITY	DR. DIST.
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.			COUNTY	AIR
Foreman's Signature			STATE RD	FAA
			WMD	RR XING
			COUNTY RD.	TRANSM.
			Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐

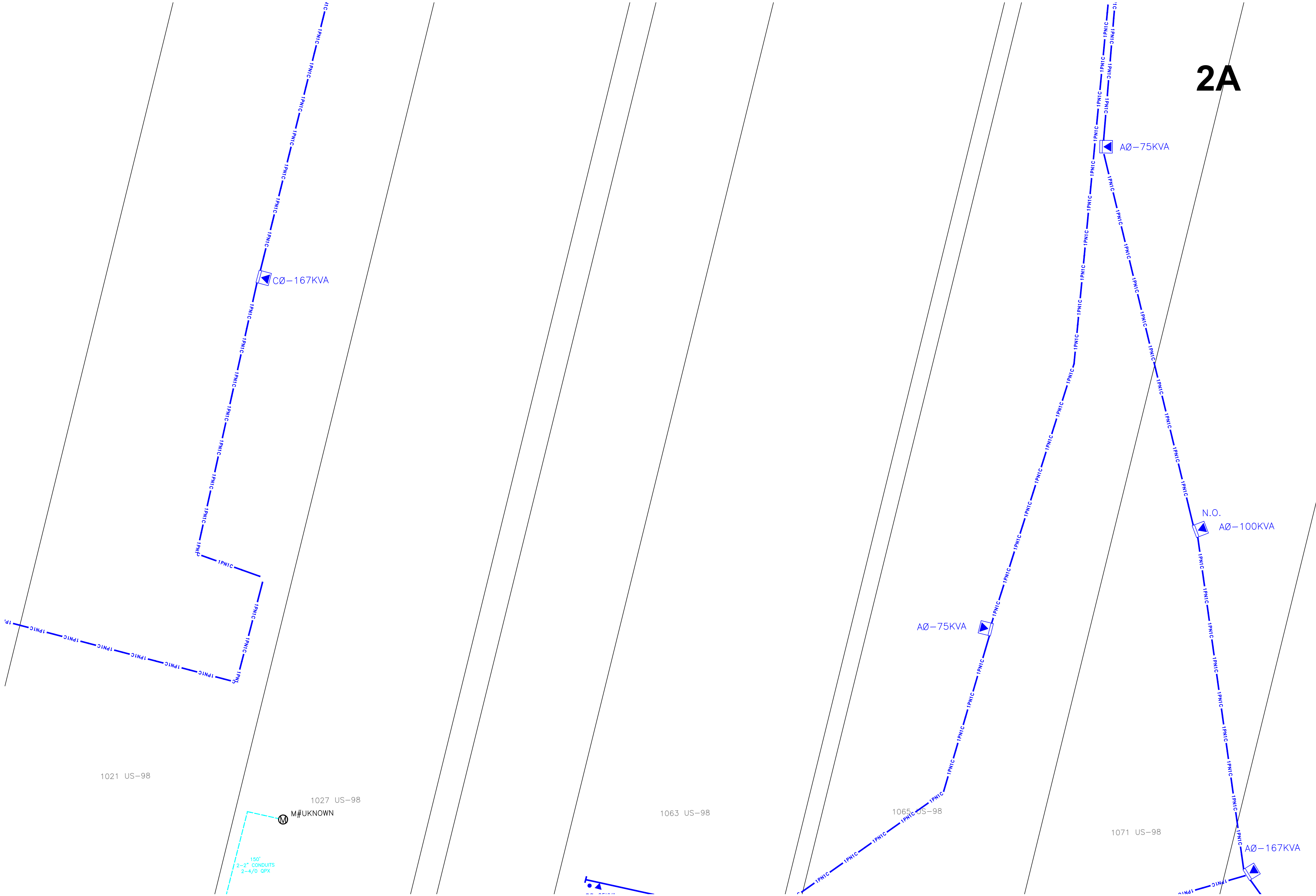


DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	

M/A: NW	CITY OF DESTIN PHASE 1
	UG FOR CONSTRUCTION
	US HWY-90
	DESTIN/OKALOOSA, FL
DWG NO.	PAGE 2
WR: 11341323	WR: D0113-41-323

CAD NAME: NO-NAME
PLOT TIME: 00:00:00
PLOT DATE: 00/00/00

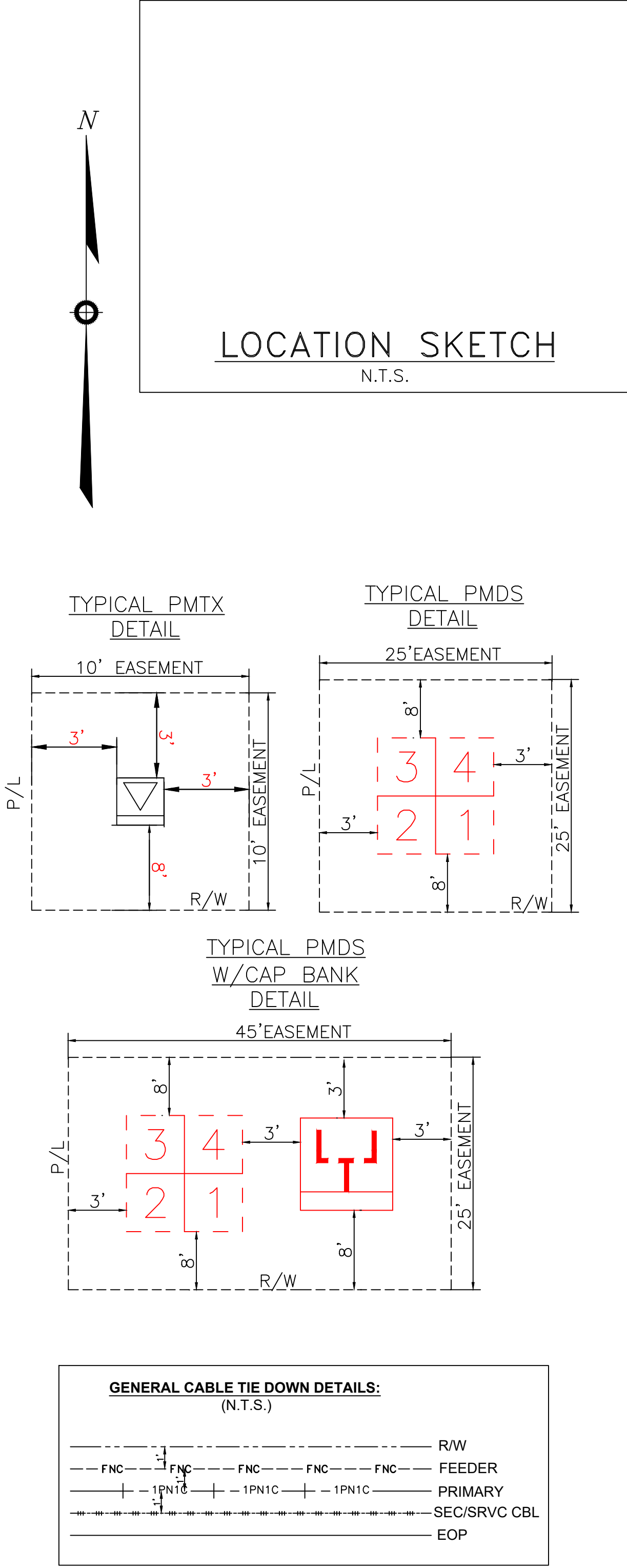
☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐



FOR CONTINUATION SEE PAGE 2

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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REFERENCE DWG's

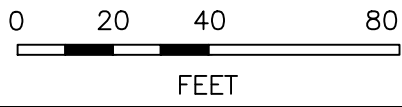
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AS-BUILT COPY	AS-BUILT CREW PRINT
Initials _____ Cert. Date _____	Foreman's Signature _____ Date _____
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature _____ Date _____	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature _____ Date _____	

Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Map Posting?	YES ☐ NO ☐	Trench Feet		Duct Bank Feet	
		PERM CITY	DR. DIST.	COUNTY AIR	STATE RD
		PERM WMD	RR XING	COUNTY RD.	TRANS.
Posted by		Telephone Request?	YES ☐ NO ☐	CATV Request?	YES ☐ NO ☐

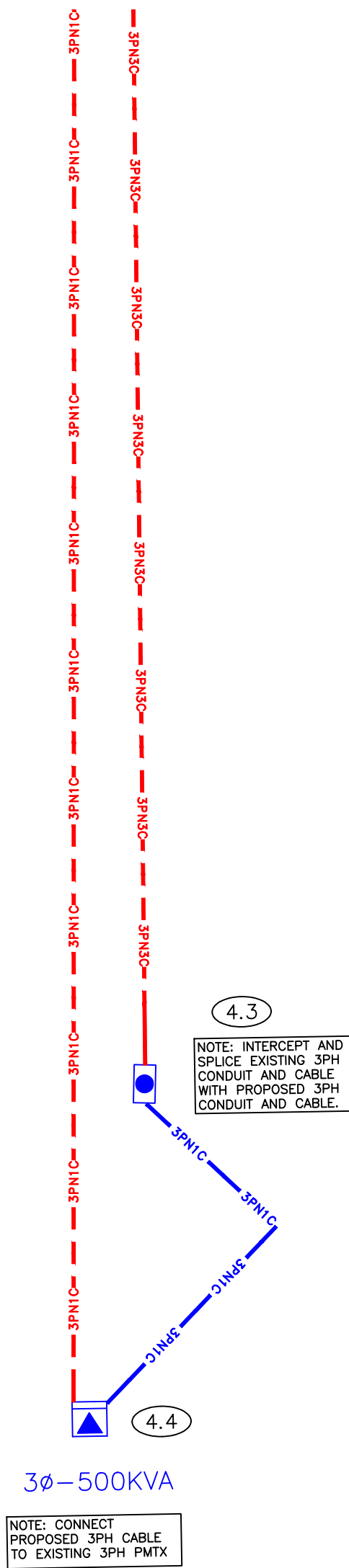
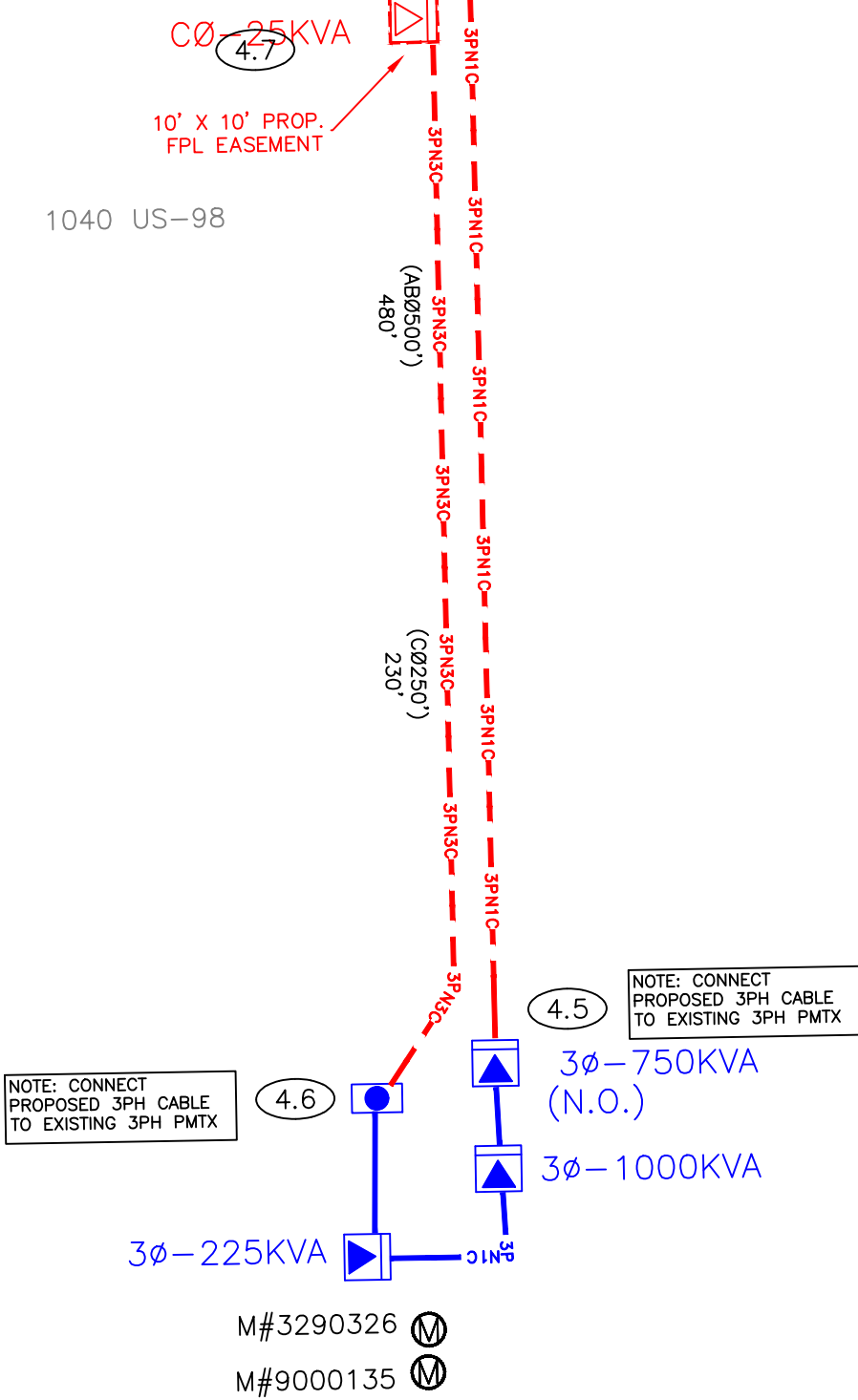
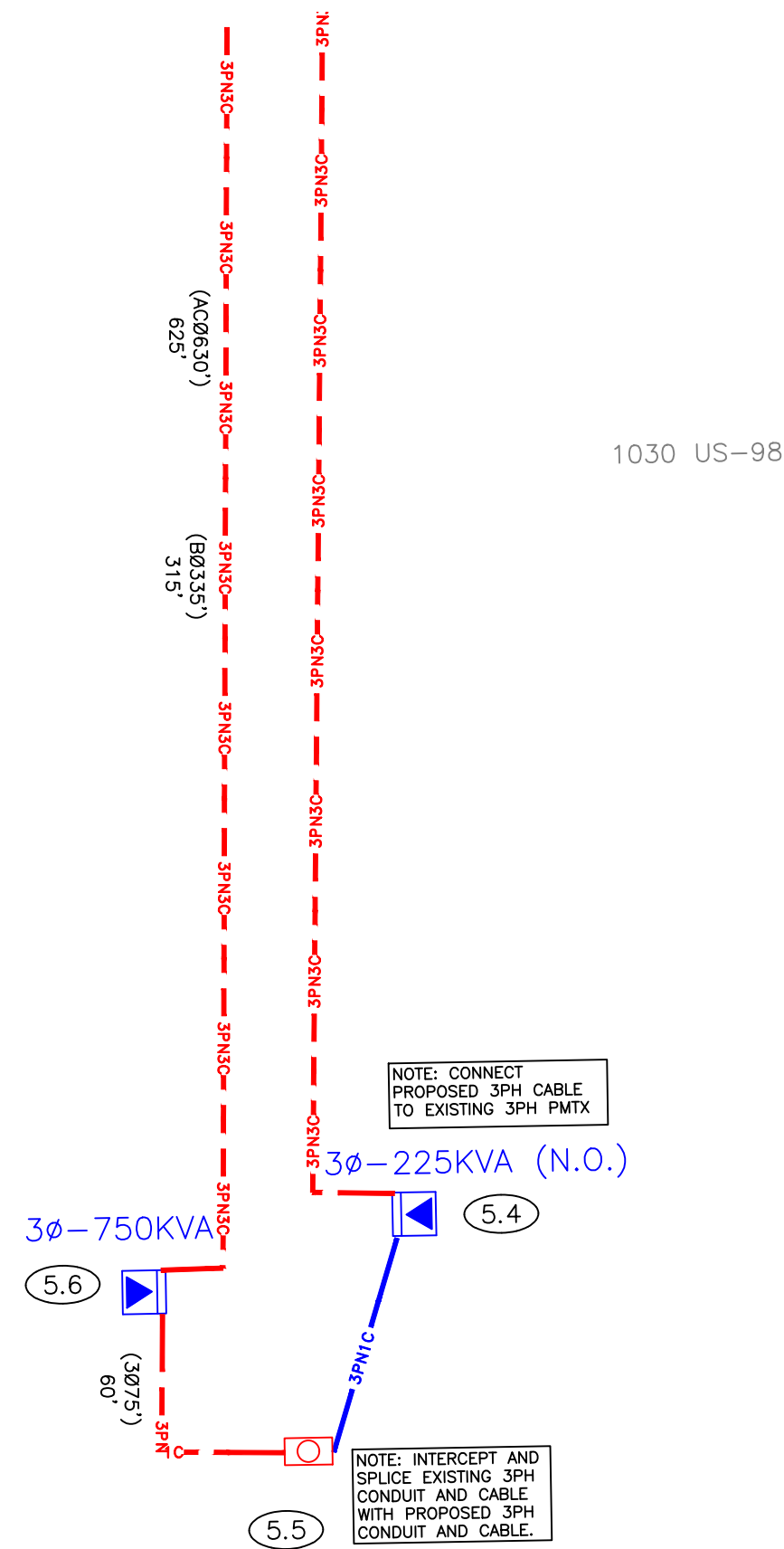


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DRAWN BY	
DATE	
MAP NO.	-

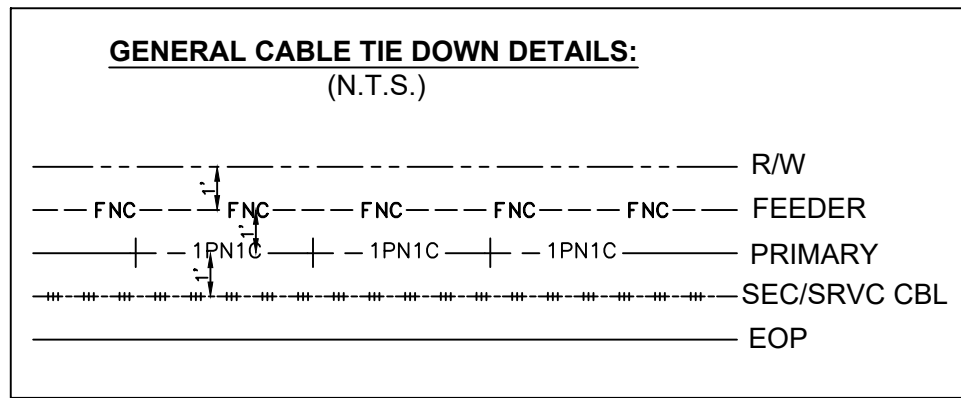
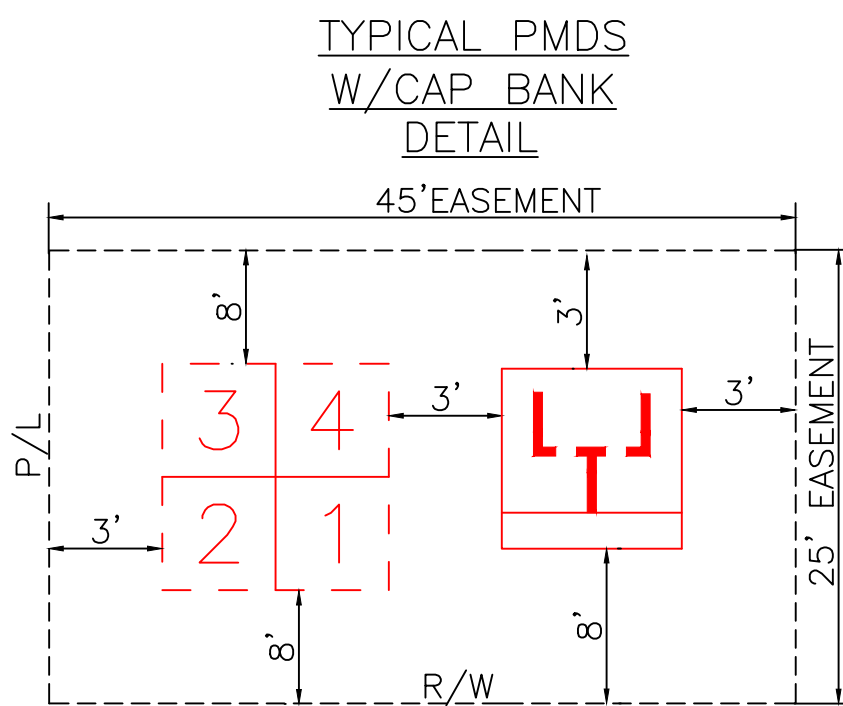
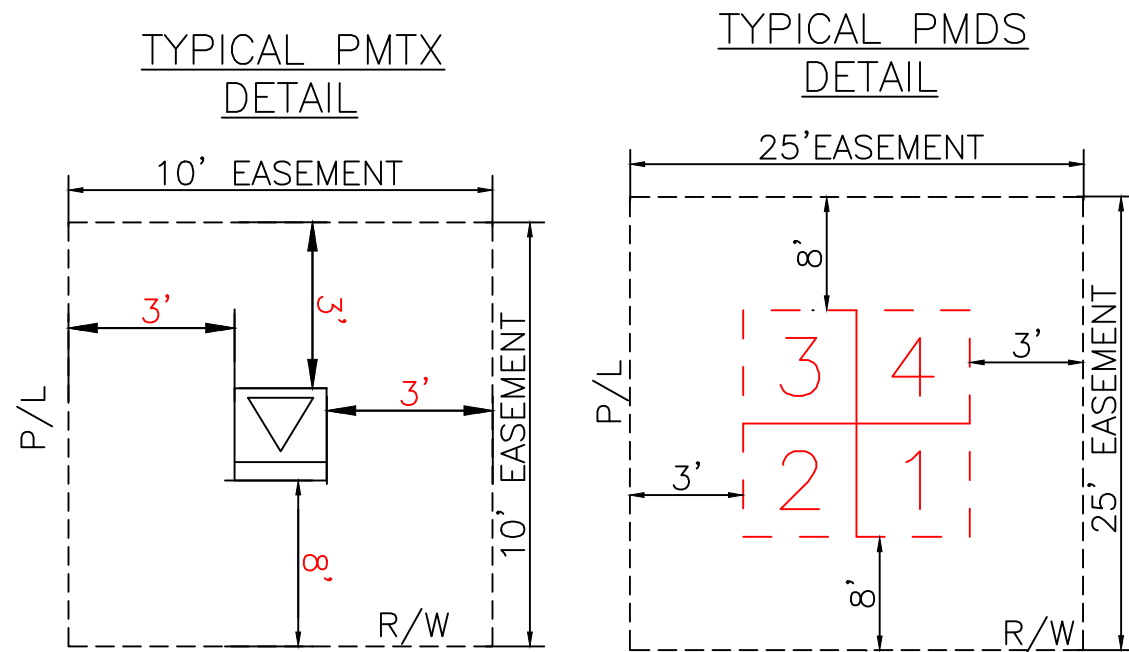


M/A: NW	
CITY OF DESTIN PHASE 1	
UG FOR CONSTRUCTION	
US HWY-90 DESTIN/OKALOOSA, FL	
DWG NO.	PAGE 2A
WR: 11341323	WR: D0113 - 41 - 323

FOR CONTINUATION SEE PAGE 2



2B



REFERENCE DWG's

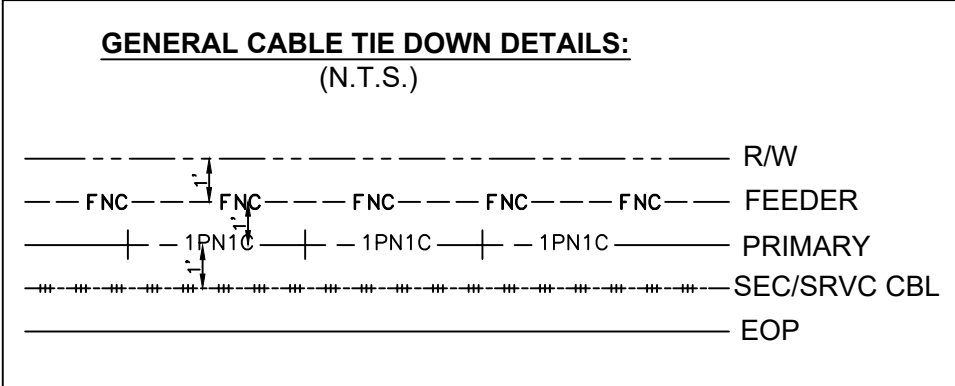
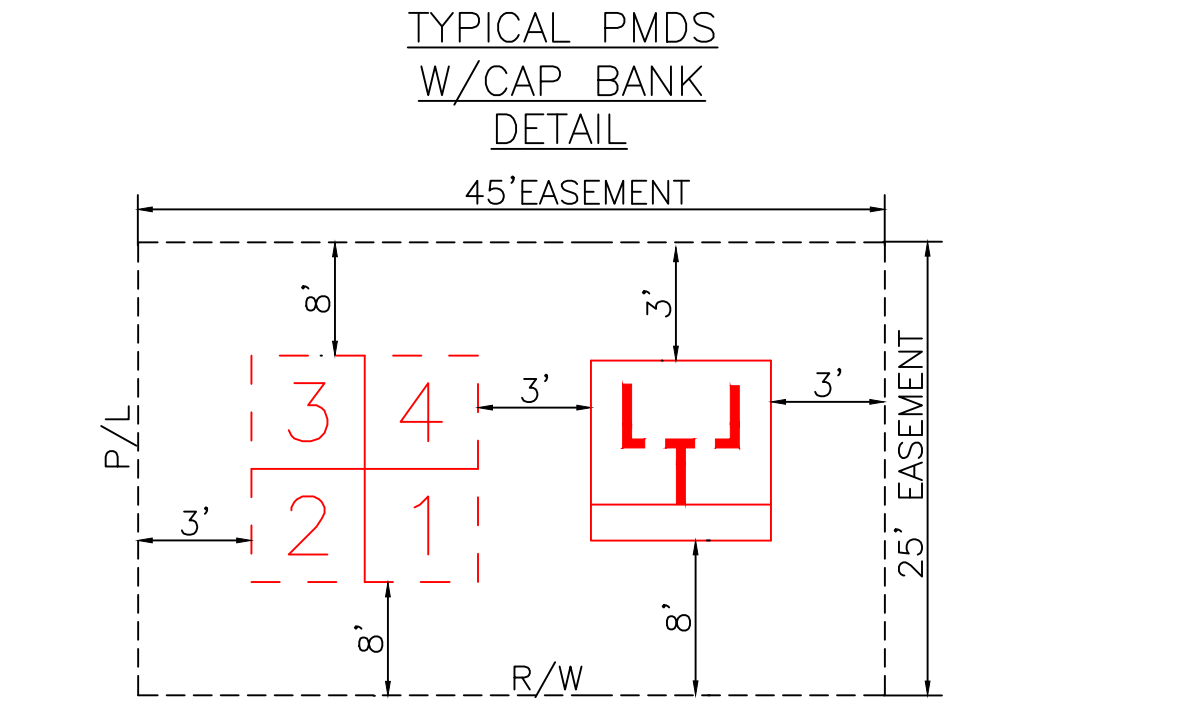
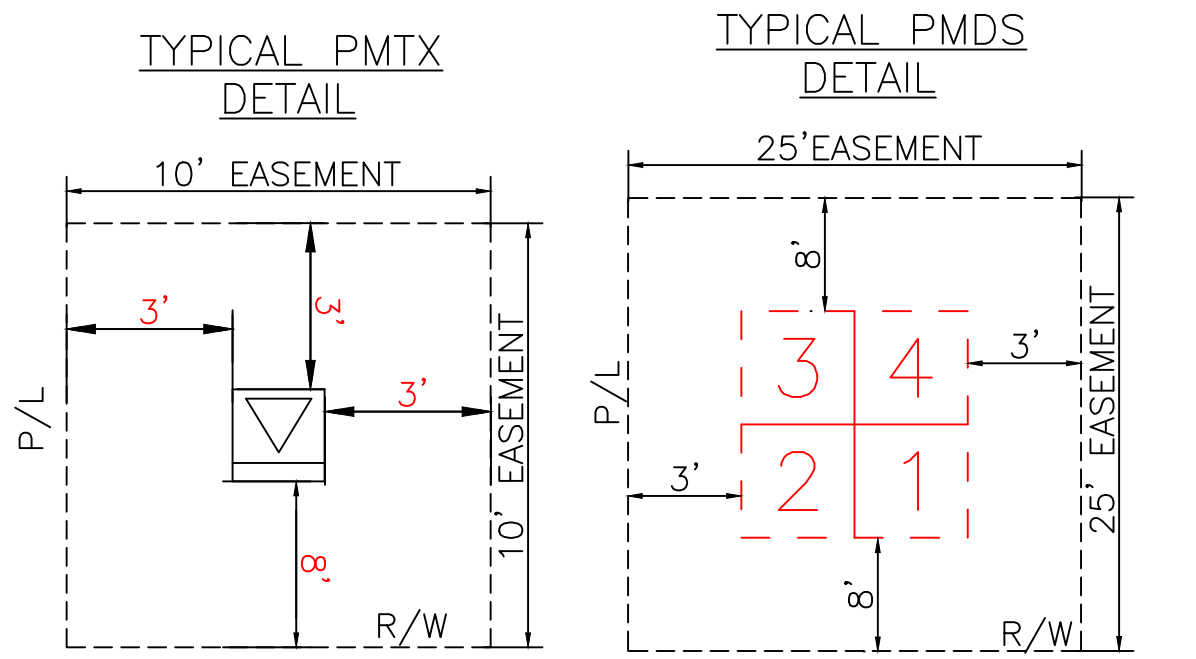
EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐		DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL PAGE 2B DWG NO. 11341323 WR: D0113 - 41 - 323		
Initials	Cert. Date	Foreman's Signature	Date	Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐		DRAWN BY	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet	Duct Bank Feet		DATE	
Supervisor's Signature									MAP NO.	-
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Posted by		Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐			
Foreman's Signature		Date								

FOR CONTINUATION SEE PAGE 3A



REFERENCE DWG's

FOR CONTINUATION SEE PAGE 4

FOR CONTINUATION SEE PAGE 2

ROW AGREEMENT

EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐							
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐							
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet							
Supervisor's Signature				CITY				DR. DIST.	COUNTY AIR	STATE RD	FAA			
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD				RR XING	COUNTY RD.	TRANSM.				
Foreman's Signature				Posted by				Telephone Request?				YES ☐ NO ☐	CATV Request?	YES ☐ NO ☐



DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	-

M/A: NW

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION

US HWY-90
DESTIN/OKALOOSA, FL

DWG NO. PAGE 3

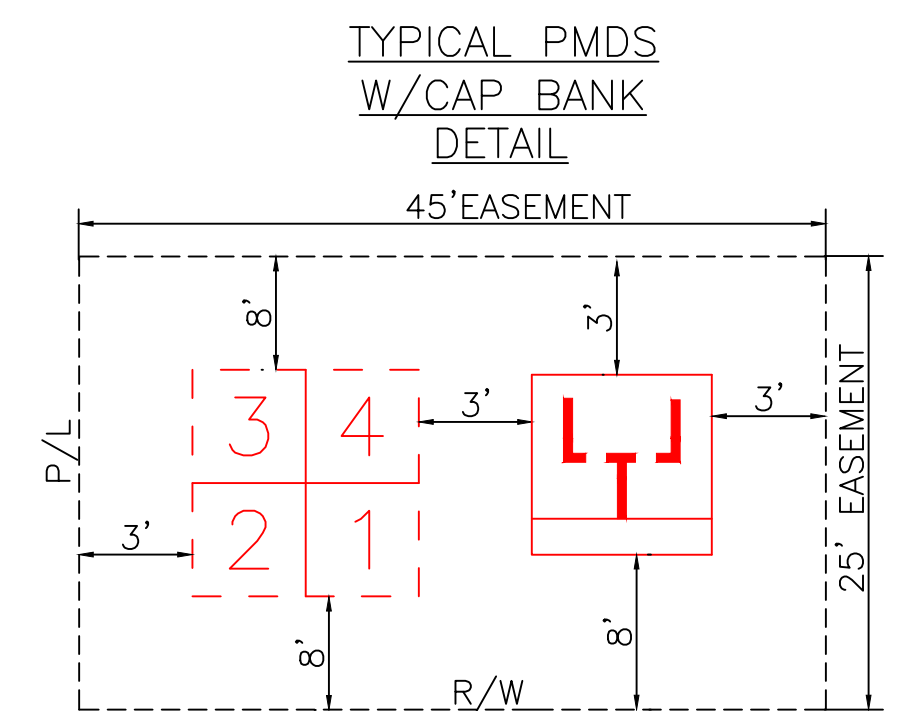
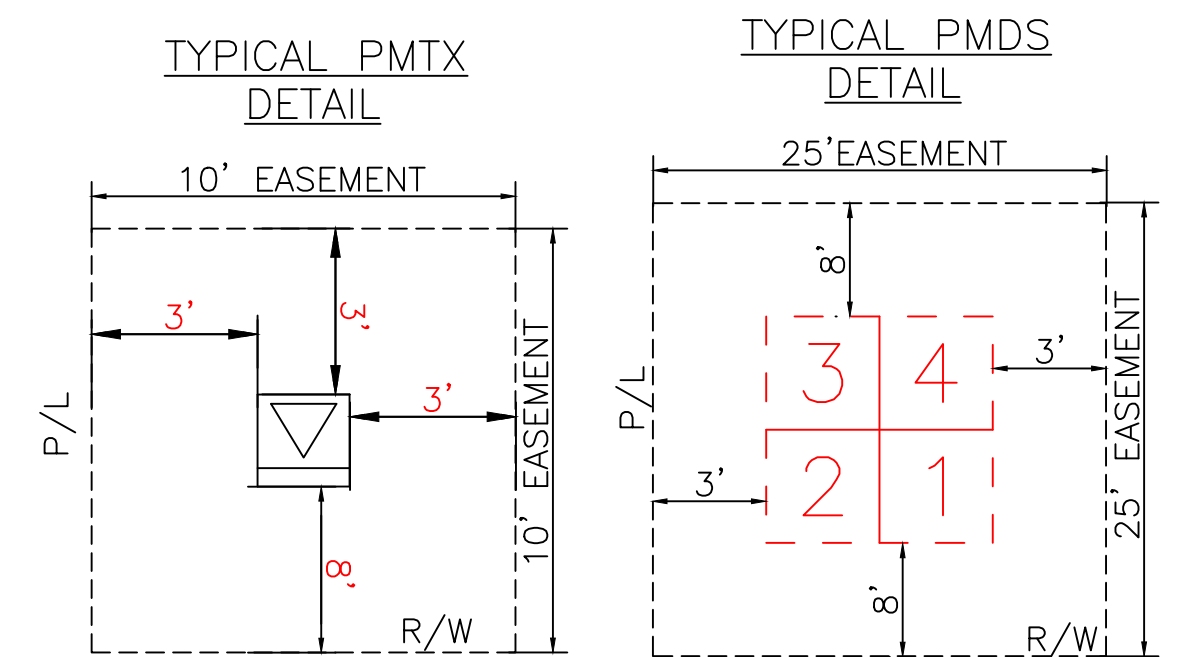
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FOR CONTINUATION SEE PAGE 4

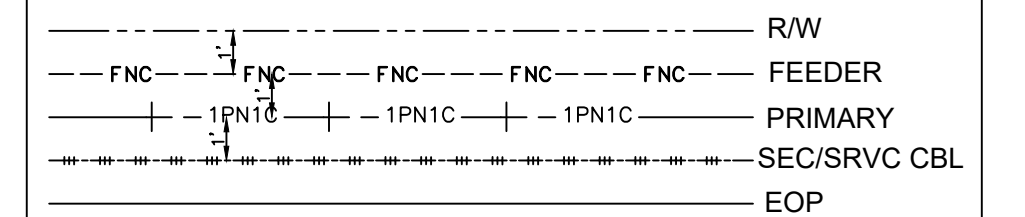
3A



LOCATION SKETCH
N.T.S.



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG'S

ROW AGREEMENT

EASEMENTS REQUIRED

FOR CONTINUATION SEE PAGE 3

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

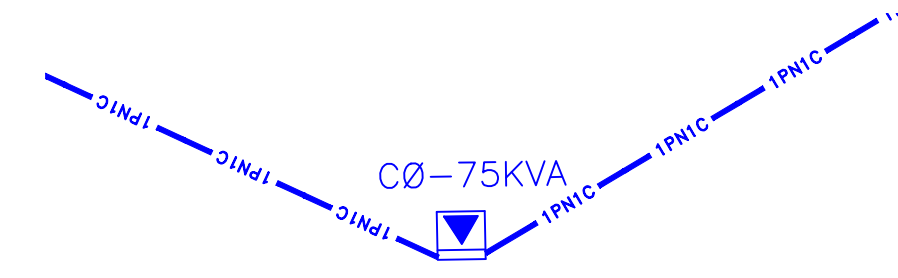
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Initials	Cert. Date	Foreman's Signature _____ Date _____		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet	
Supervisor's Signature _____ Date _____		All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		PERMIT RECORD CITY DR. DIST. COUNTY AIR WMD RR XING COUNTY RD. TRANSM.		STATE RD FAA			
Foreman's Signature _____ Date _____								Posted by Telephone Request? YES ☐ NO ☐ CATV Request? YES ☐ NO ☐	



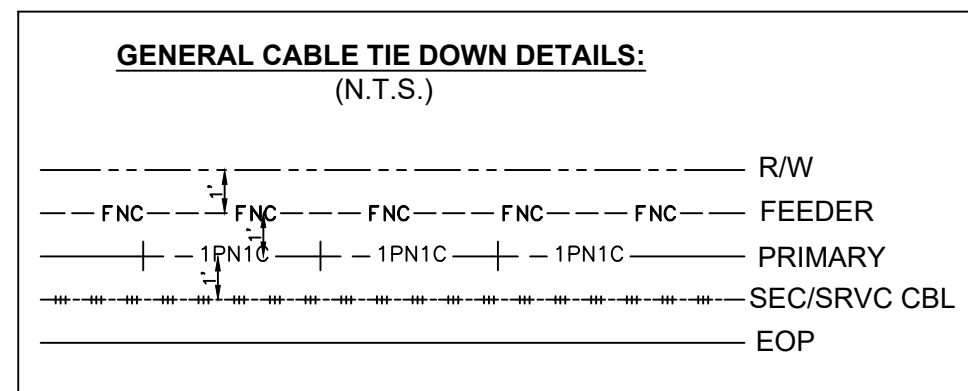
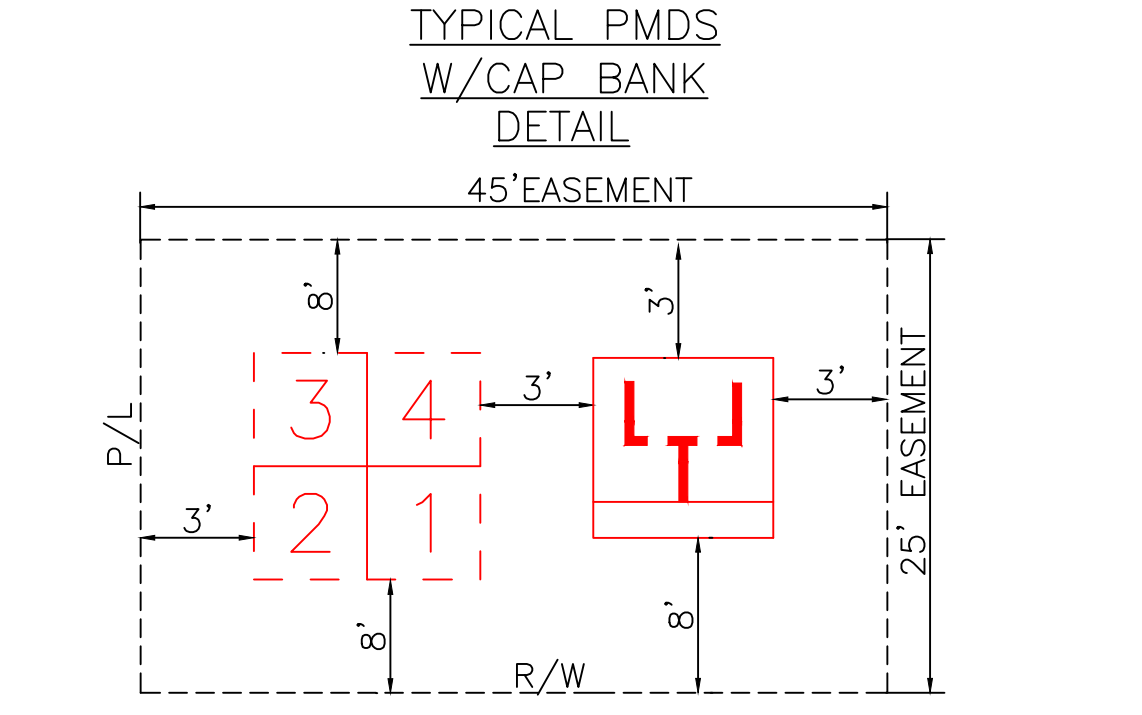
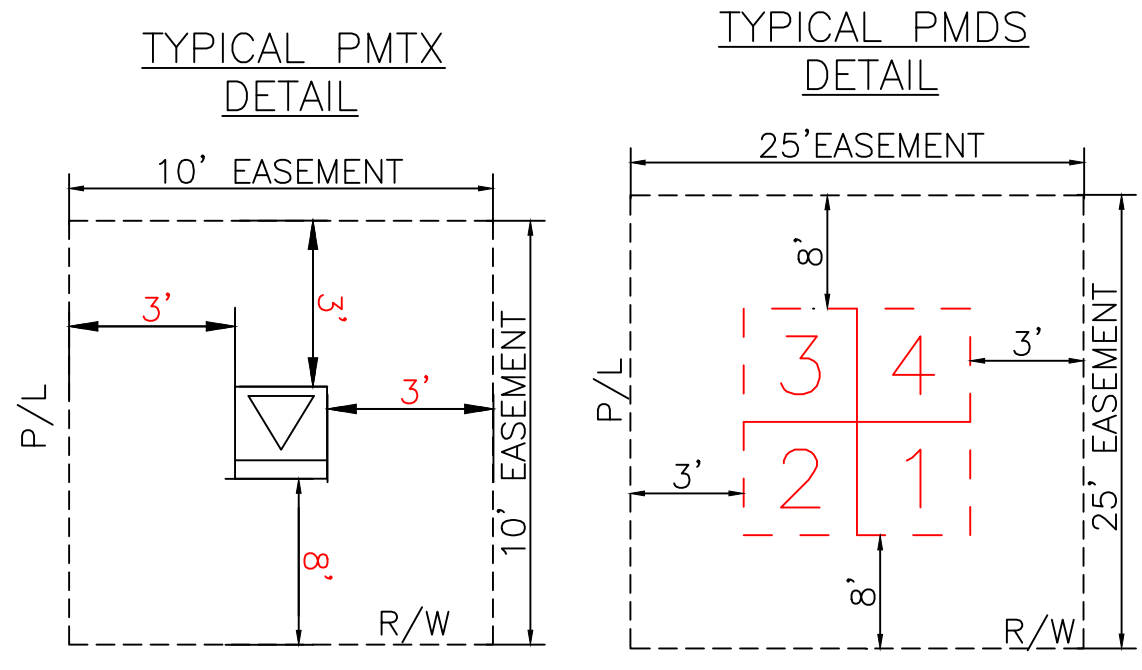
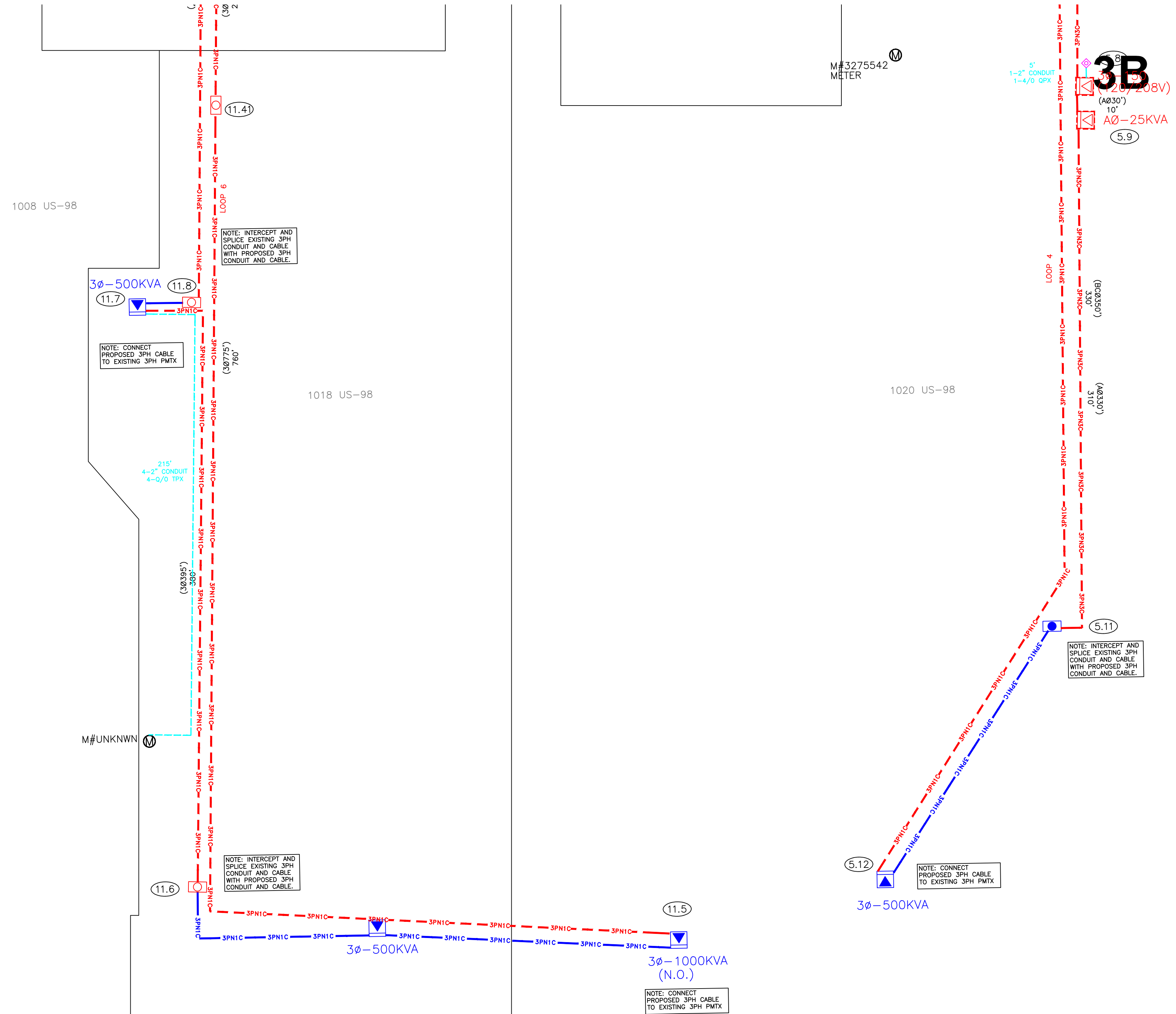
DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL
DRAWN BY		
DATE		
MAP NO.	-	
		DWG NO. PAGE 3A WR: 1341323 WR: D0113 - 41 - 323

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME



☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

FOR CONTINUATION SEE PAGE 3



REFERENCE DWG's

EASEMENTS REQUIRED

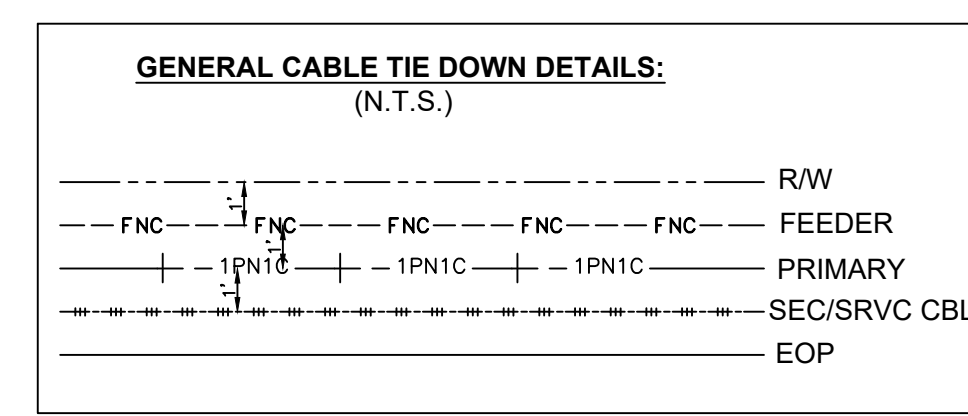
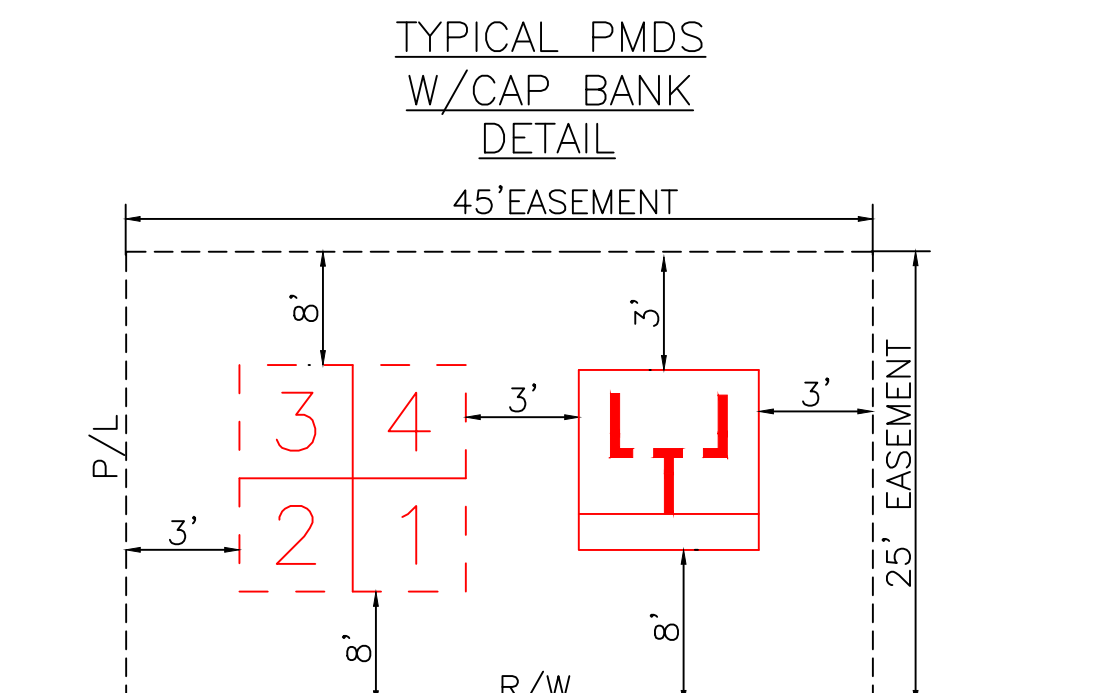
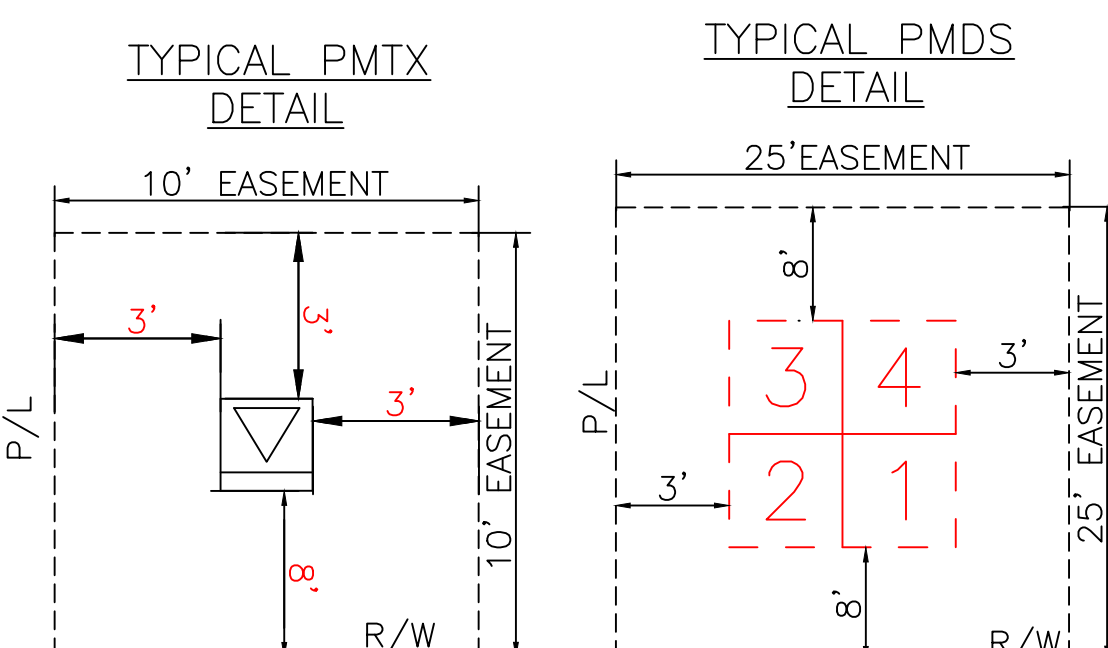
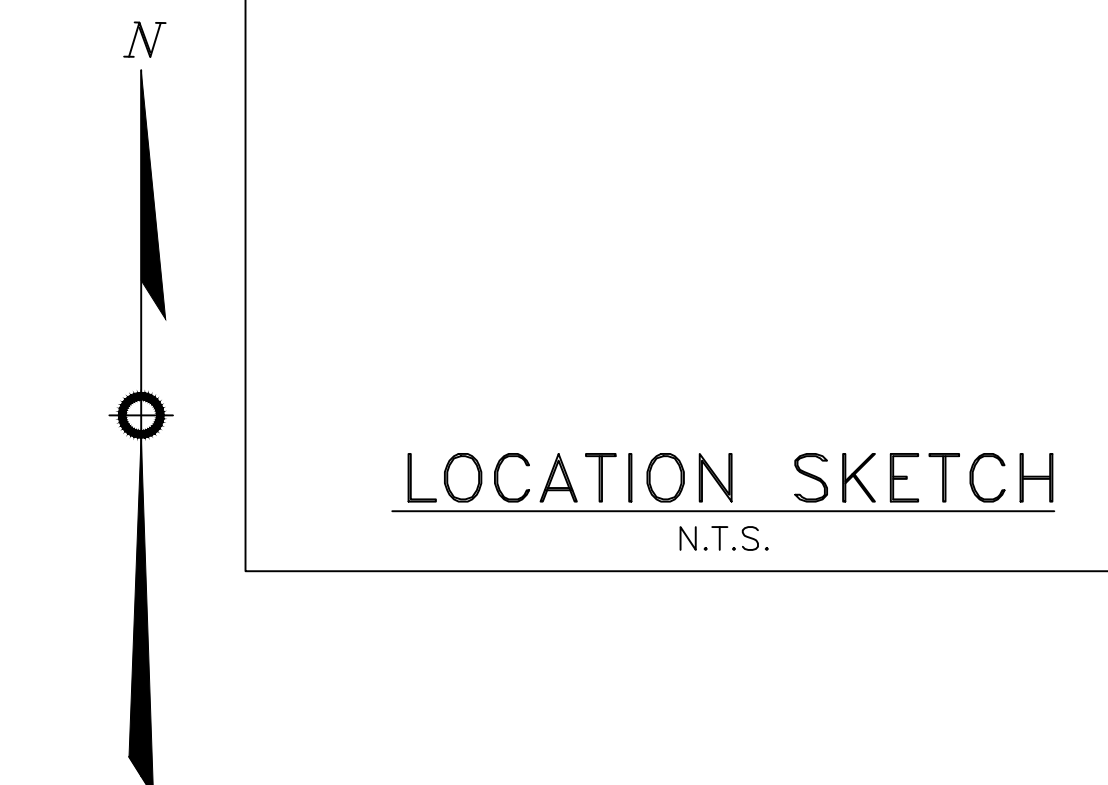
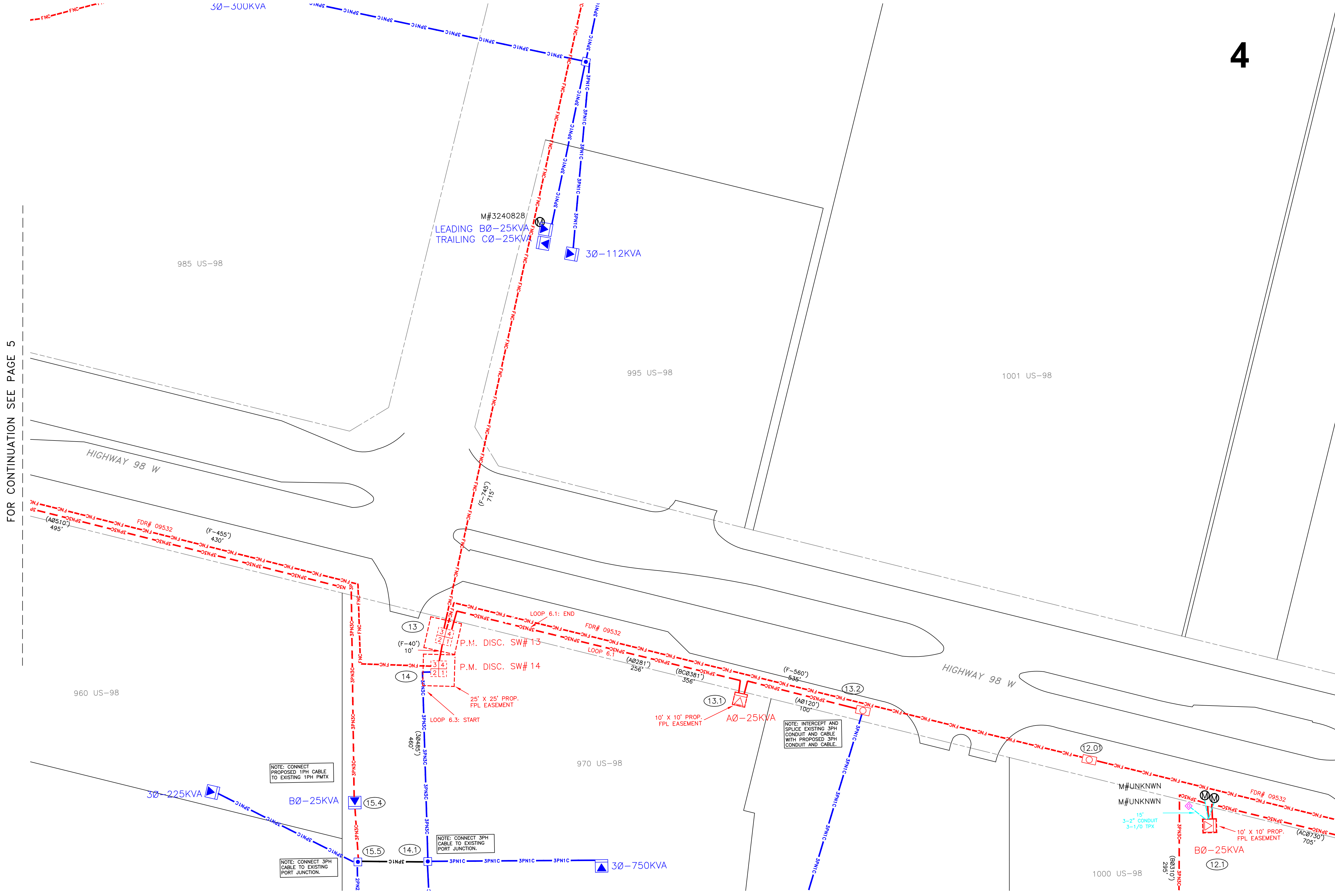
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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AS-BUILT COPY Initials _____ Cert. Date _____ Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS. Supervisor's Signature _____ Date _____ All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations. Foreman's Signature _____ Date _____	AS-BUILT CREW PRINT Foreman's Signature _____ Date _____ Tree Work? YES ☐ NO ☐ Map Posting? YES ☐ NO ☐ Posted by _____ Telephone Request? YES ☐ NO ☐ CATV Request? YES ☐ NO ☐	Easement? YES ☐ NO ☐ Survey/Stake? YES ☐ NO ☐ Designer/Stake? YES ☐ NO ☐ Trench Feet _____ Duct Bank Feet _____ CITY _____ DR. DIST. _____ COUNTY AIR _____ STATE RD _____ FAA _____ WMD _____ RR XING _____ COUNTY RD. _____ TRANSM. _____ Work with SMO? YES ☐ NO ☐ CT/Special Mtr? YES ☐ NO ☐	 DESIGNED BY _____ DRAWN BY _____ DATE _____ MAP NO. _____ 0 20 40 80 FEET	M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL PAGE 3B DWG NO. 11341323 WR: D0113 - 41 - 323
--	--	---	--	---

CAD NAME: NO-NAME
PLOT TIME: 00:00:00
PLOT DATE: 00/00/00

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐



REFERENCE DWG's

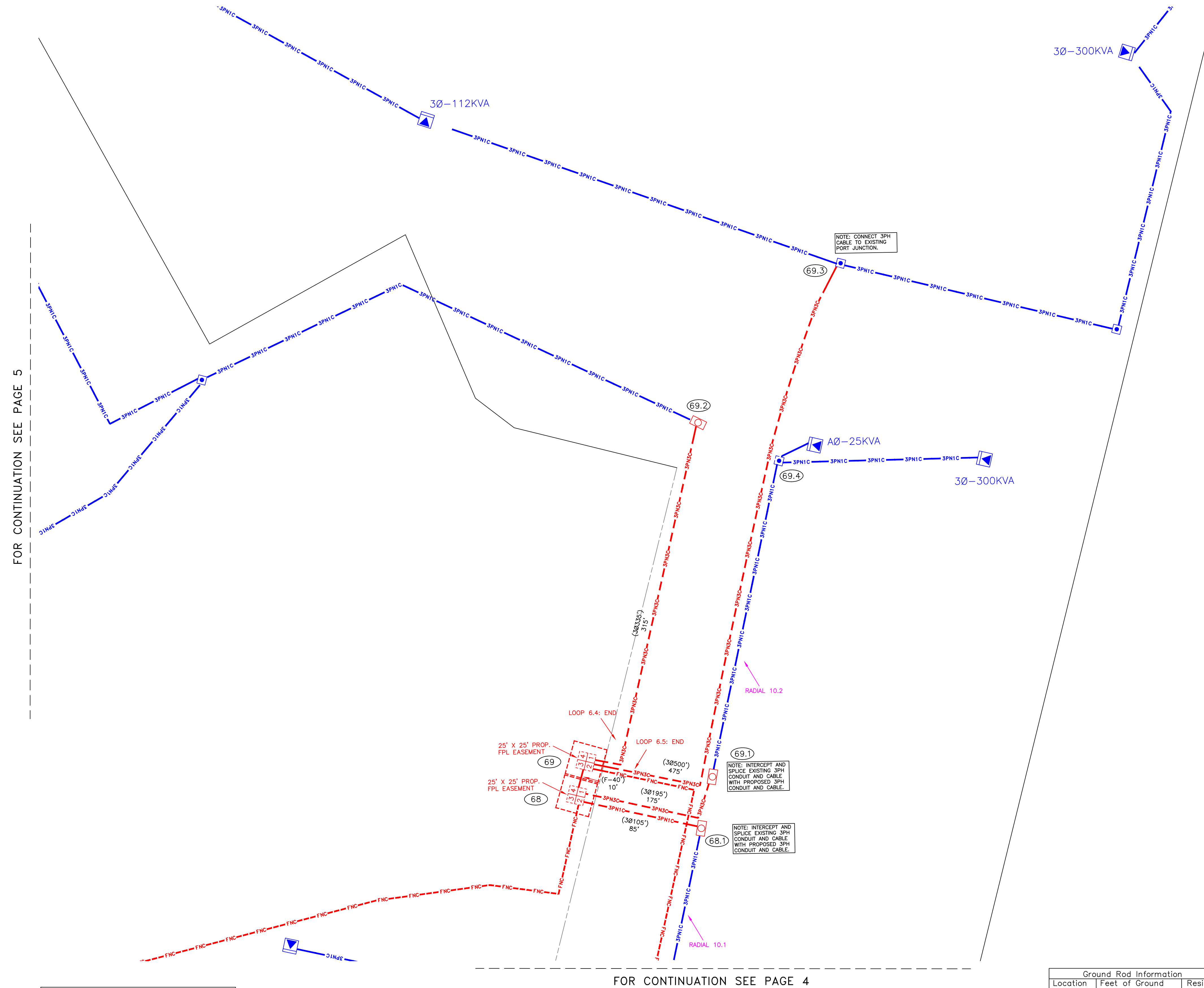
ROW AGREEMENT
EASEMENTS REQUIRED

FOR CONTINUATION SEE PAGE 4B

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

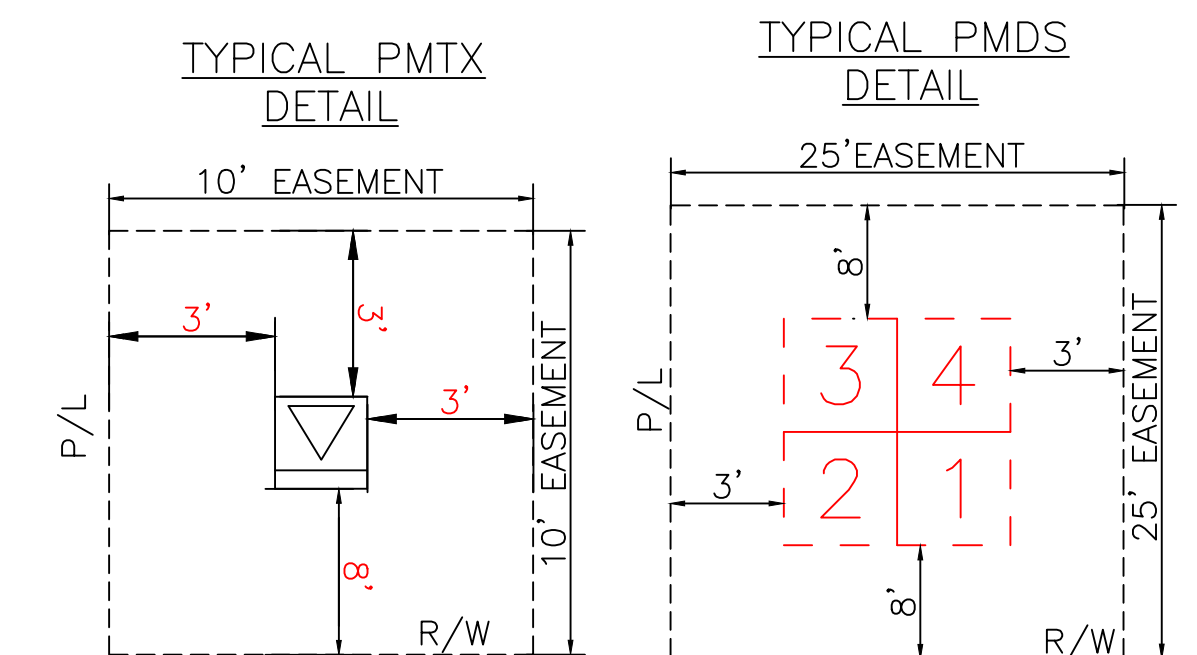
AS-BUILT COPY Initials _____ Cert. Date _____ Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS. Supervisor's Signature _____ Date _____ All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations. Foreman's Signature _____ Date _____		AS-BUILT CREW PRINT Foreman's Signature _____ Date _____ Tree Work? YES ☐ NO ☐ Map Posting? YES ☐ NO ☐ Posted by _____ Telephone Request? YES ☐ NO ☐ CATV Request? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐ Designer/Stake? YES ☐ NO ☐ Trench Feet _____ Duct Bank Feet _____ CITY DR. DIST. COUNTY AIR STATE RD FAA WMD RR XING COUNTY RD. TRANSM. Work with SMO? YES ☐ NO ☐ CT/Special Mtr? YES ☐ NO ☐		 DESIGNED BY _____ DRAWN BY _____ DATE _____ MAP NO. _____ 0 20 40 80 FEET		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL DWG NO. PAGE 4 WR: 11341323 WR: D0113 - 41 - 323	
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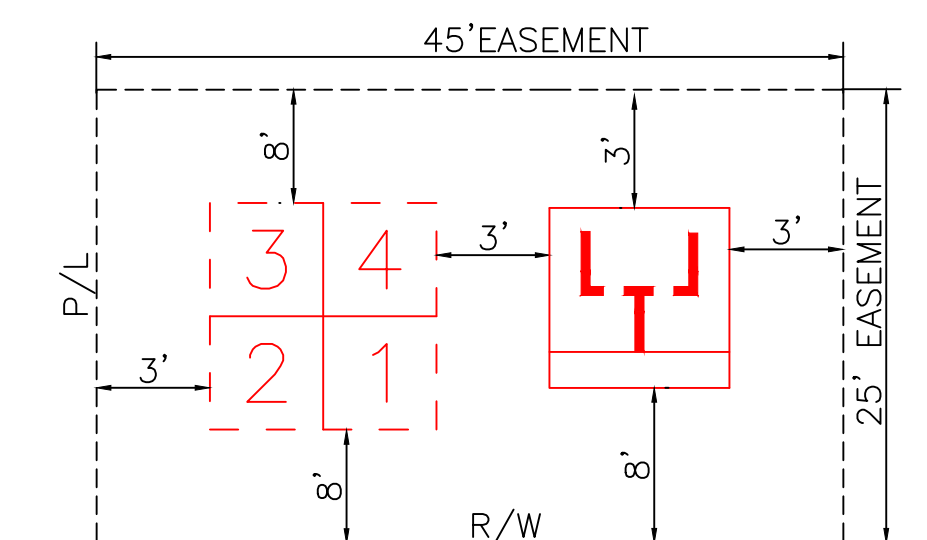
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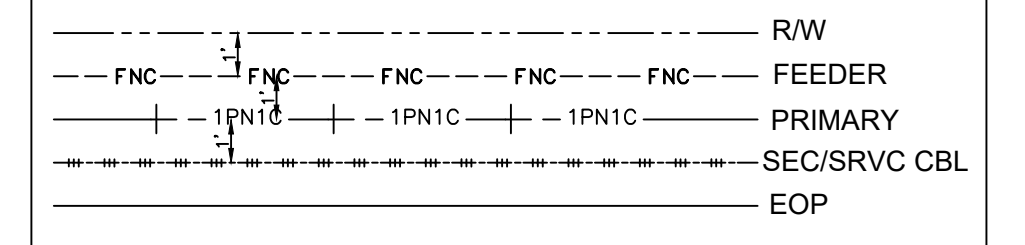
LOCATION SKETCH
N.T.S.



TYPICAL PMDS
W/CAP BANK
DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

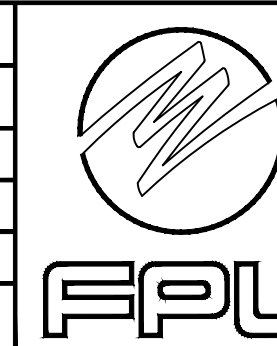
FOR CONTINUATION SEE PAGE 4

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/State? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐	
Initials	Cert. Date	Foreman's Signature		Date		Tree Work? YES ☐ NO ☐		Designer/State? YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet	
Supervisor's Signature		Date		RECORD COPY CITY WMD DR. DIST. RR XING COUNTY AIR COUNTY RD.		STATE RD		FAA	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.						TRANSM.			
Foreman's Signature		Date		Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐	

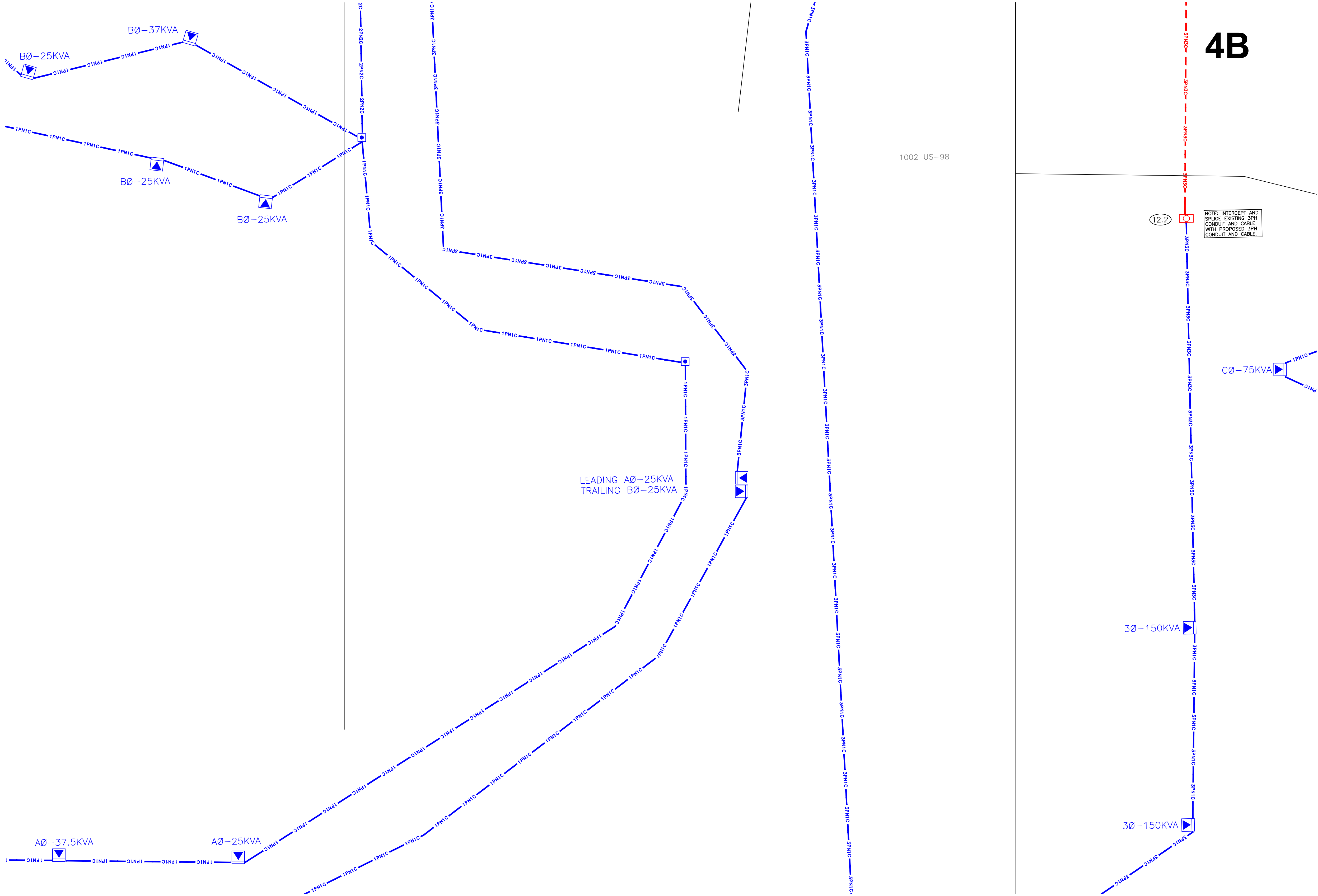


DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL
DRAWN BY		
DATE		
MAP NO.	—	
0 20 40 80  FEET		DWG. NO. PAGE 4A W/P: 11341323 W/P: D0113 — 41 — 323

CAD NAME: NO-NAME
PLOT TIME: 00:00:00
PLOT DATE: 00/00/00

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

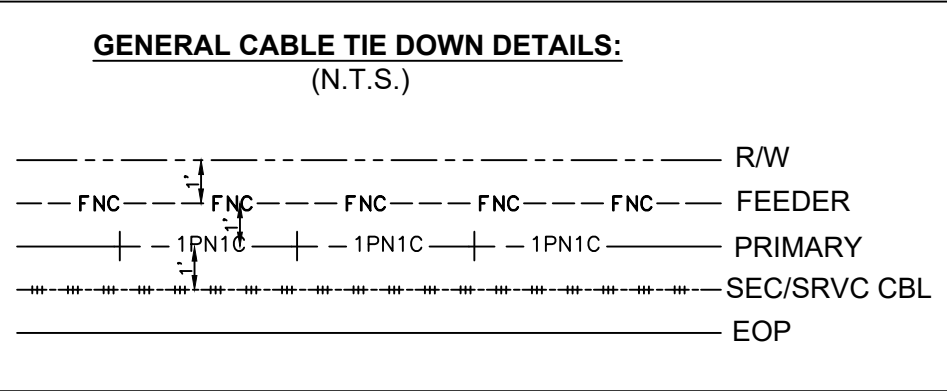
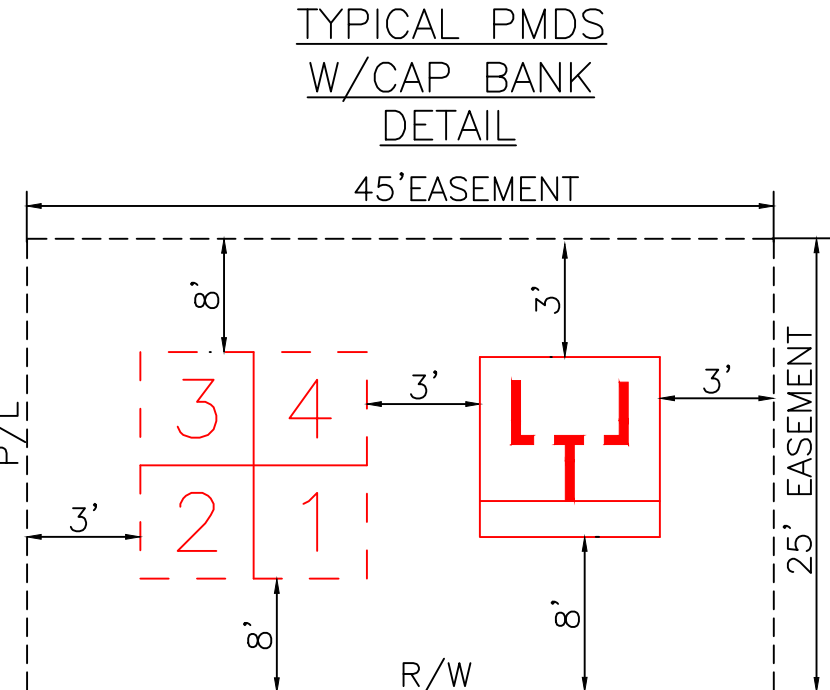
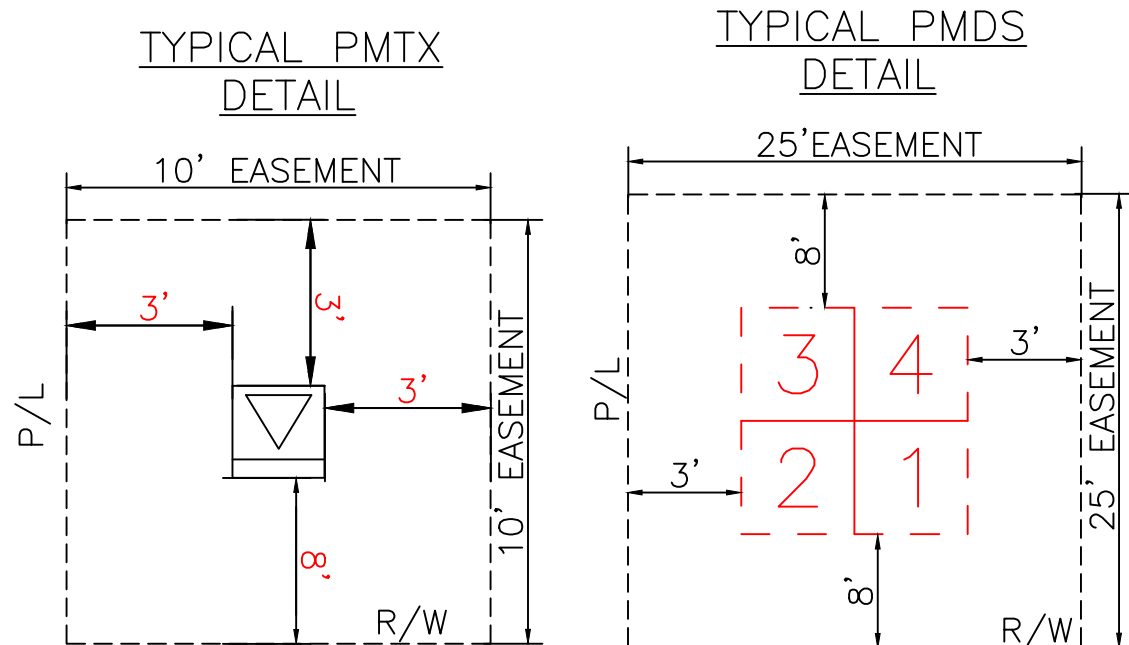
FOR CONTINUATION SEE PAGE 4



4B



LOCATION SKETCH
N.T.S.



REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐		DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL PAGE 4B DWG NO. 11341323 WR: D0113 — 41 — 323
Initials _____ Cert. Date _____	Foreman's Signature _____ Date _____	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐		DRAWN BY		
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet _____ Duct Bank Feet _____			DATE		
Supervisor's Signature _____ Date _____			CITY DR. DIST. COUNTY AIR STATE RD FAA			MAP NO.	—	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.			WMD RR XING COUNTY RD. TRANSM.		0 20 40 80 FEET			
Foreman's Signature _____ Date _____		Posted by	Telephone Request? YES ☐ NO ☐ CATV Request? YES ☐ NO ☐					

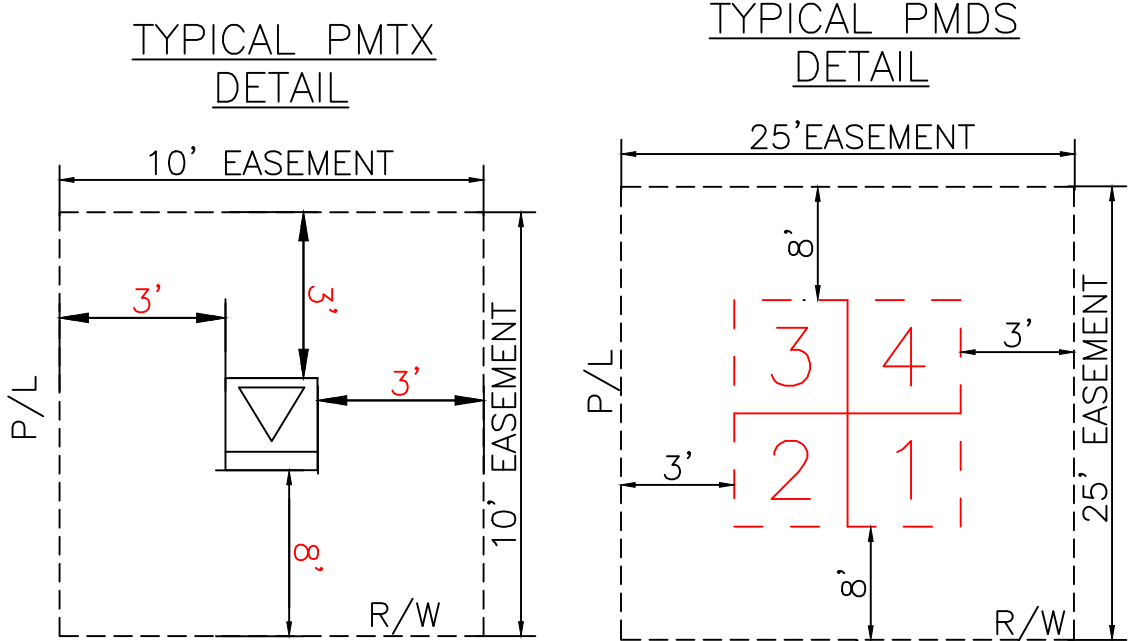
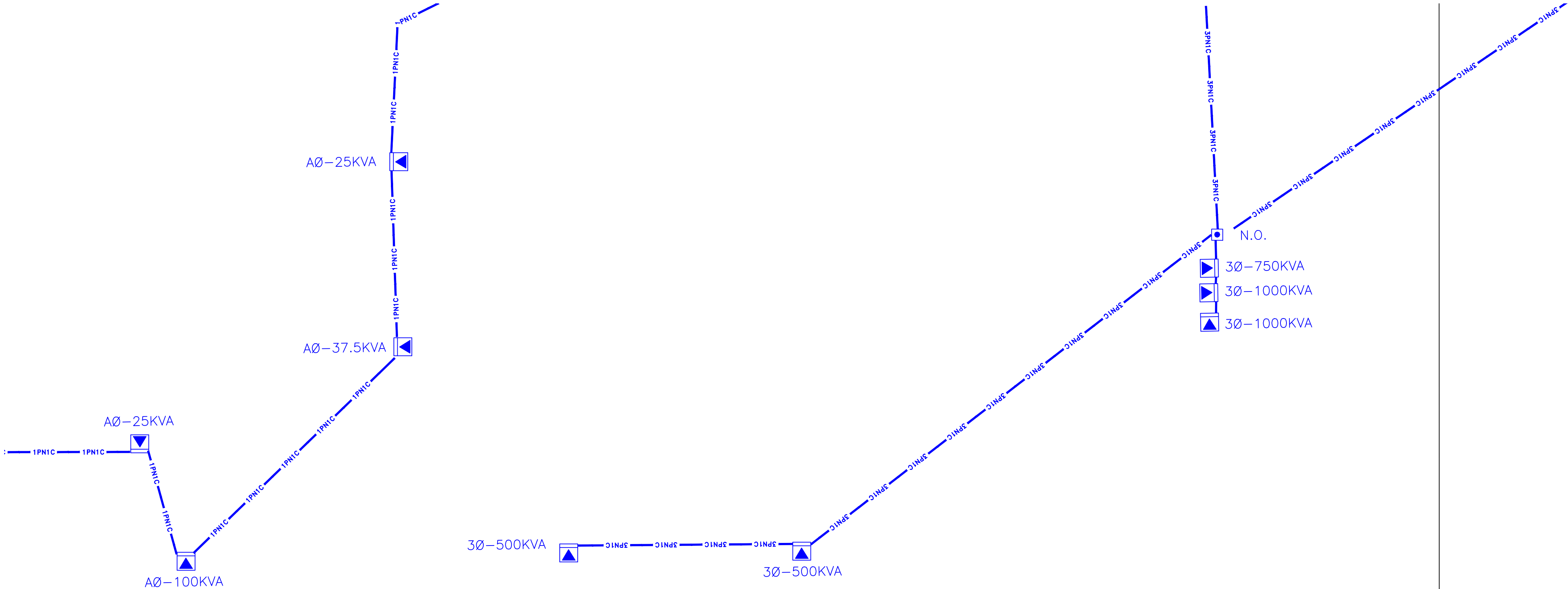
FOR CONTINUATION SEE PAGE 4B

4C

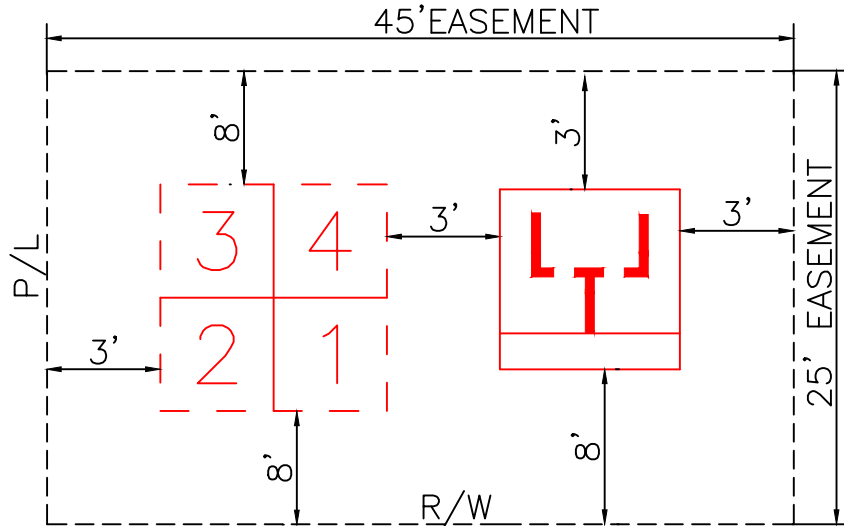


LOCATION SKETCH

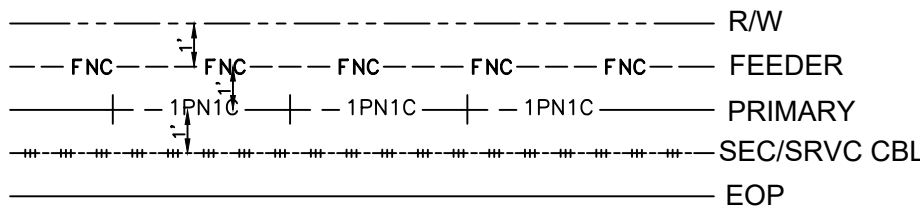
N.T.S.



TYPICAL PMDS
W/CAP BANK
DETAIL



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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TWNP: 00S, RNG: 00E, SEC: 00, QTR: _____

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL PAGE 4C DWG NO. 11341323 WR: D0113-41-323	
Initials _____ Cert. Date _____		Foreman's Signature _____ Date _____		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY			
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet _____ Duct Bank Feet _____					DATE			
Supervisor's Signature _____ Date _____				All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Telephone Request? YES ☐ NO ☐ CATV Request? YES ☐ NO ☐					MAP NO. -			
Foreman's Signature _____ Date _____				Posted by _____		0 20 40 80 FEET								



FOR CONTINUATION SEE PAGE 5B

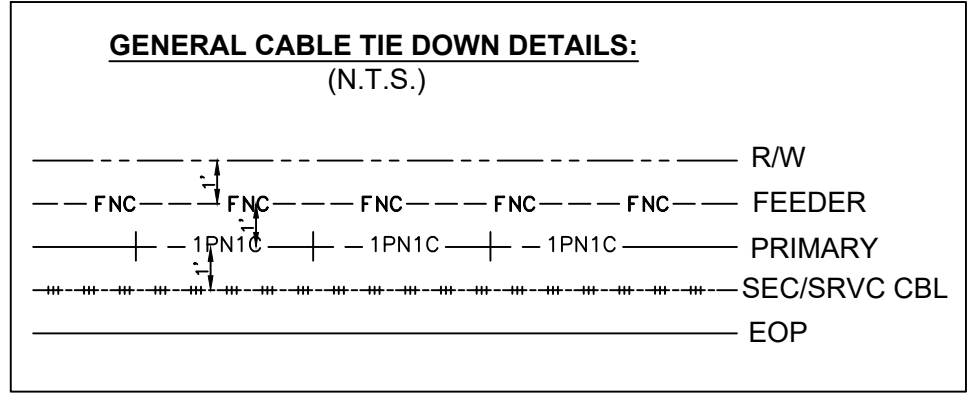
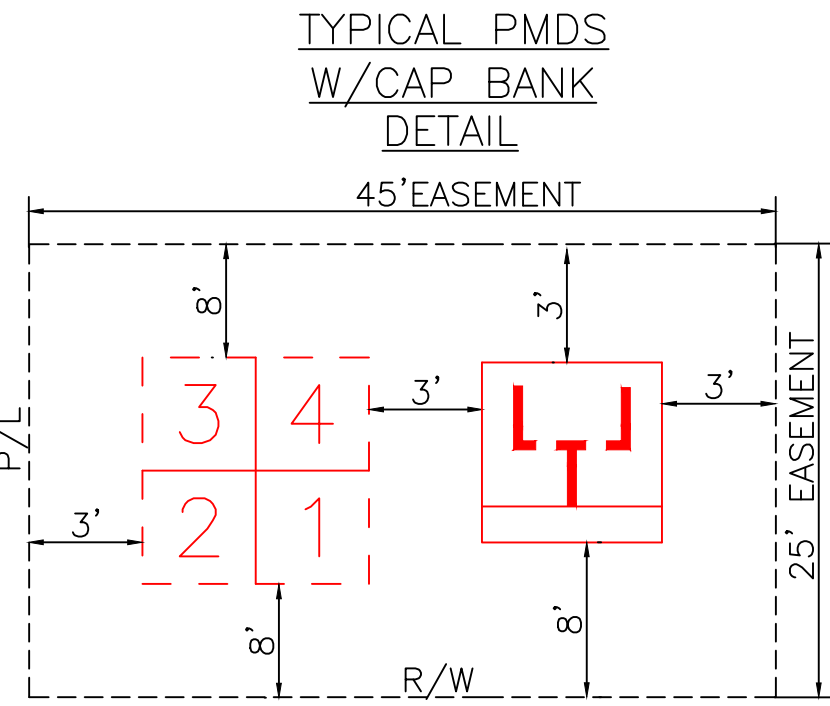
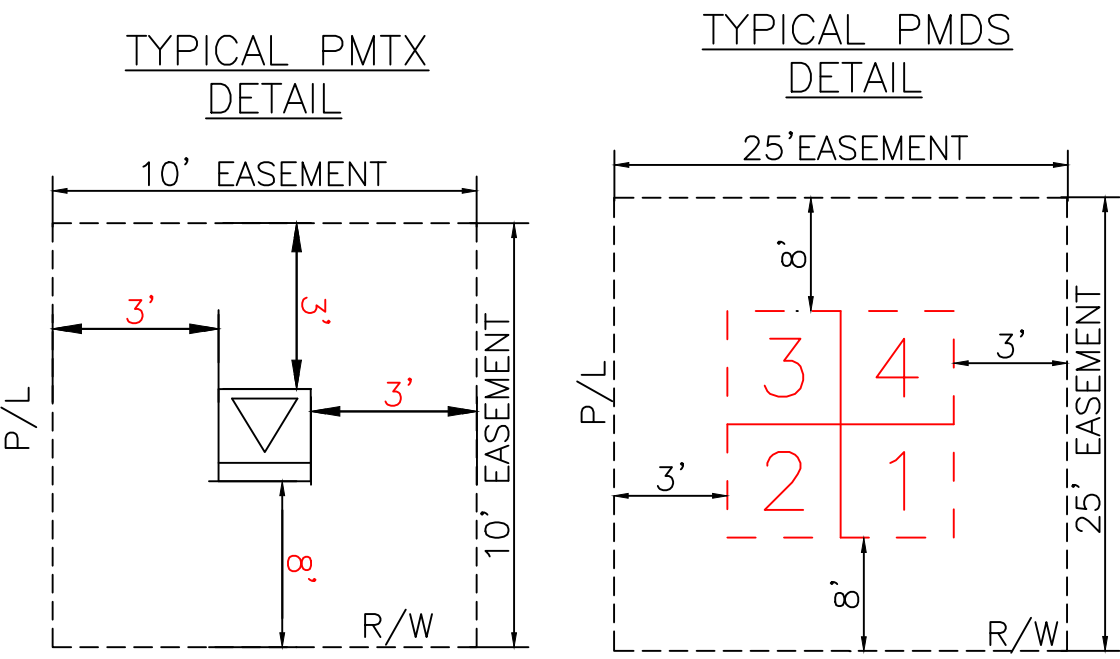
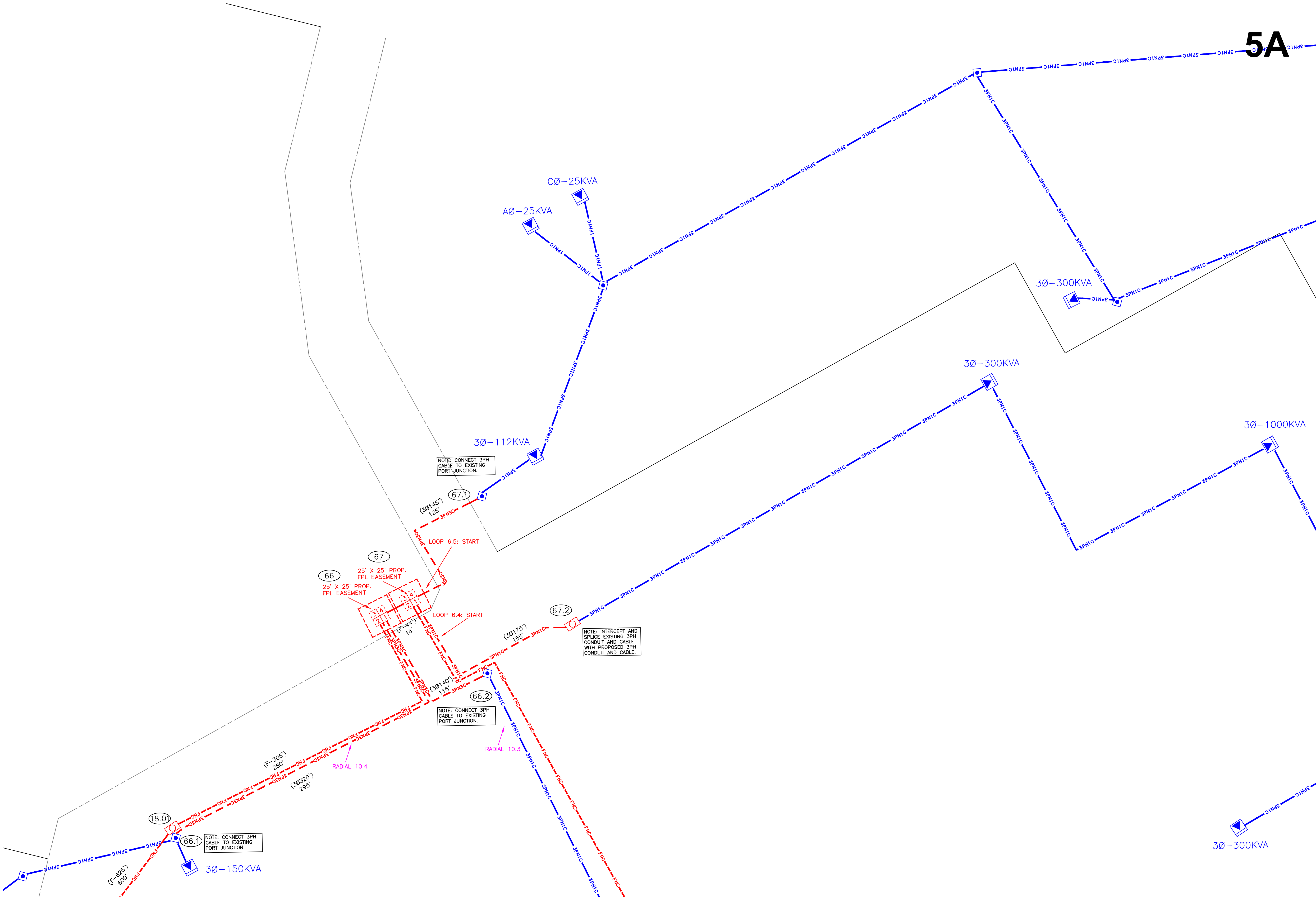
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REFERENCE DWG's

TWNP: 00S RNG: 00E SEC: 00 QTR: _____



W/A: <u> NW </u>	
CITY OF DESTIN PHASE 1	
UG FOR CONSTRUCTION	
US HWY-90	
DESTIN/OKALOOSA, FL	
DWG NO.	<u> PAGE 5 </u>
W/P: <u> 11 341323 </u>	W/P: <u> D0113 - 41 - 323 </u>



REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

FOR CONTINUATION SEE PAGE 5

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

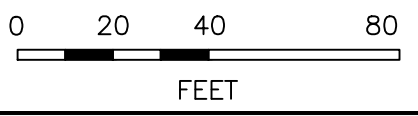
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AS-BUILT COPY	AS-BUILT CREW PRINT
Initials _____ Cert. Date _____	Foreman's Signature _____ Date _____
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature _____ Date _____	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature _____ Date _____	

Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet		
		CITY	DR. DIST.	COUNTY AIR	STATE RD
		WMD	RR XING	COUNTY RD.	TRANS.
Posted by		Telephone Request?	YES ☐ NO ☐	CATV Request?	YES ☐ NO ☐



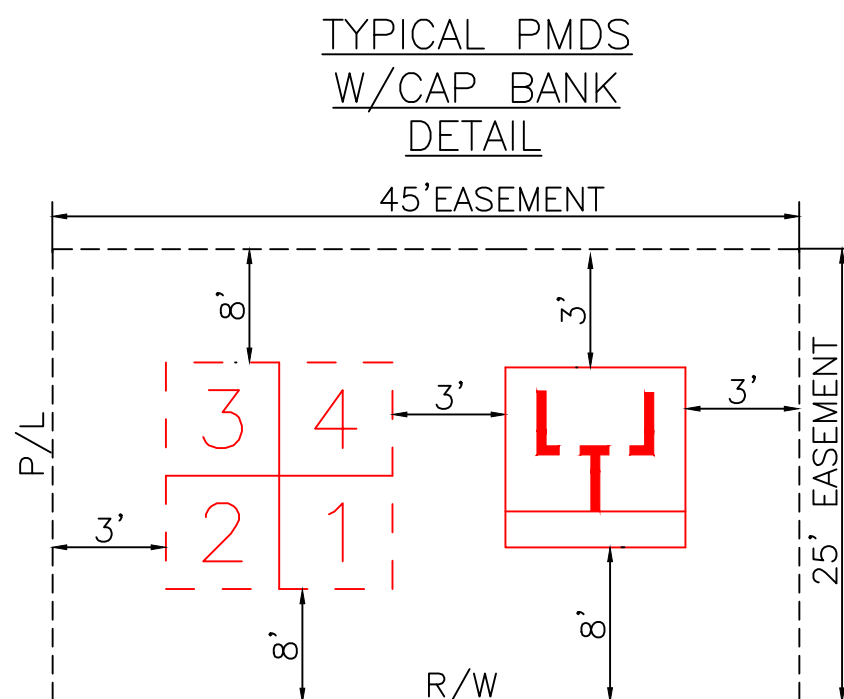
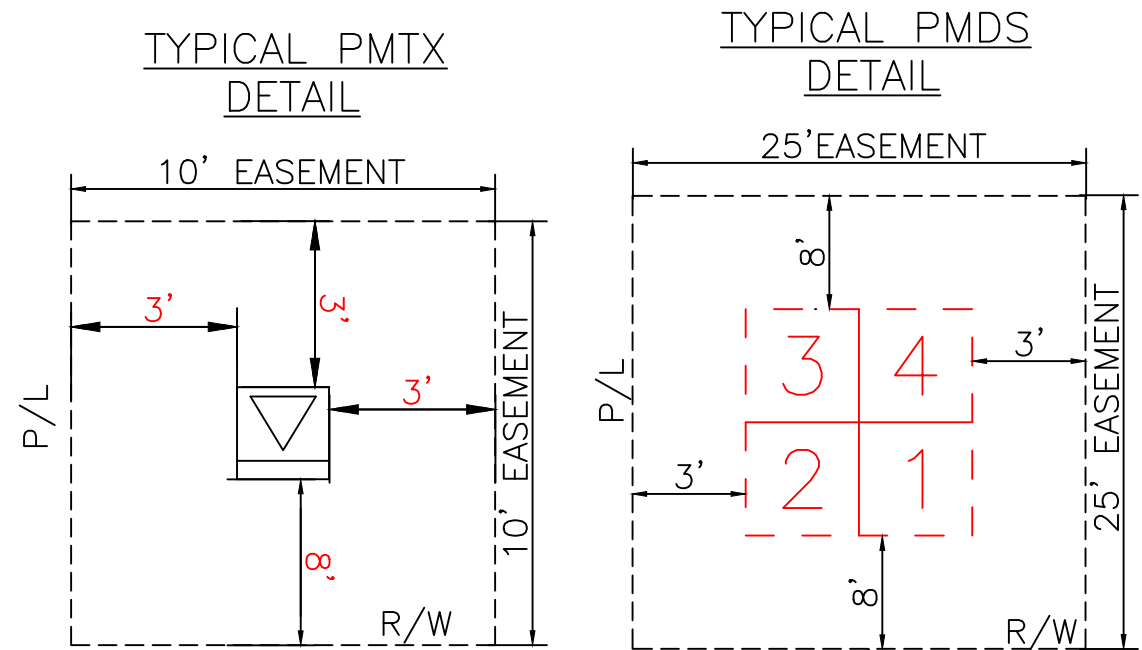
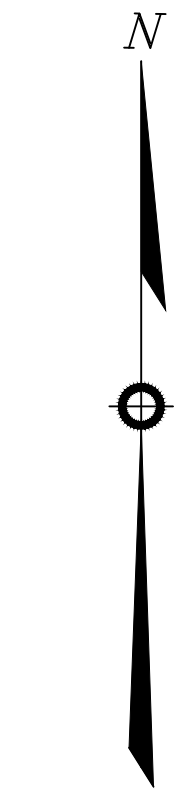
DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	



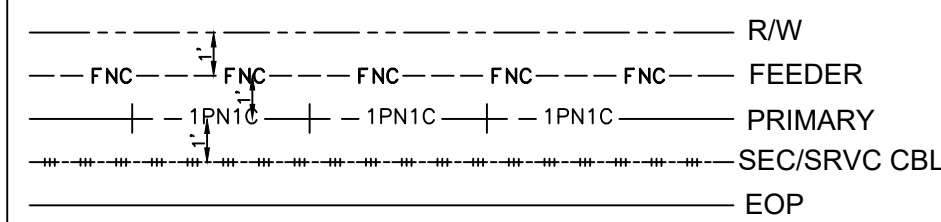
M/A: NW
CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
US HWY-90
DESTIN/OKALOOSA, FL
DWG NO. PAGE 5A
WR: 11341323 WR: D0113 - 41 - 323

6

LOCATION SKETCH
N.T.S.



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

FOR CONTINUATION SEE PAGE 7

FOR CONTINUATION SEE PAGE 5

FOR CONTINUATION SEE PAGE 6B

ROW AGREEMENT

EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐					
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐					
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet					
Supervisor's Signature				CITY				DR. DIST.	COUNTY AIR	STATE RD	FAA	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD				RR XING	COUNTY RD.	TRANSM.		
Foreman's Signature				Posted by				Telephone Request? YES ☐ NO ☐				CATV Request? YES ☐ NO ☐



DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	-



M/A: NW	
CITY OF DESTIN PHASE 1	
UG FOR CONSTRUCTION	
US HWY-90 DESTIN/OKALOOSA, FL	
DWG NO.	PAGE 6
WR: 11341323	WR: D0113 - 41 - 323

The diagram illustrates a power distribution network. A main line starts from the left and passes through four substations: CØ-100KVA, AØ-50KVA, AØ-75KVA, and AØ-75KVA. A branch line connects the AØ-75KVA substation to another AØ-75KVA substation. The diagram shows the layout of the power lines and the locations of the substations.

6B

1002 US-98



**TYPICAL PMTX
DETAIL**

10' EASEMENT

3'

3'

3'

P/L

R/W

**TYPICAL PMDS
DETAIL**

25' EASEMENT

3'

3'

3'

P/L

R/W

[illegible]

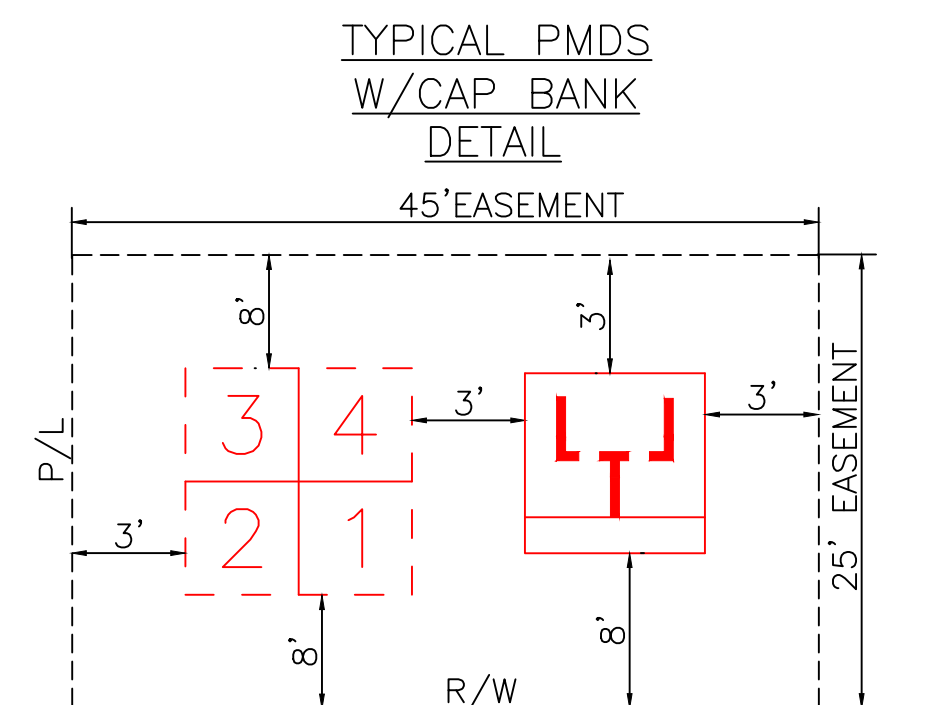
----- R/W
 --- FNC --- FNC --- FNC --- FNC --- FNC --- FEEDER
 --- 1PNTC --- 1PNTC --- 1PNTC --- PRIMARY
 --- SEC/SRV CBL
 ----- EOP

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL		
Initials	Cert. Date	Foreman's Signature _____ Date _____		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY				
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet			DATE				
Supervisor's Signature _____ Date _____				Permit Record		CITY		DR. DIST.			COUNTY AIR				STATE RD
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD		RR		XING		COUNTY RD.		TRANSM.		MAP NO.	
Foreman's Signature _____ Date _____				Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐				0 20 40 80 FEET		DWG. NO. PAGE 6B WR: 11341323 WR: D0113 — 41-323	

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



----- R/W
 --- FNC --- FNC --- FNC --- FNC --- FEEDER
 --- 1PN1C --- 1PN1C --- 1PN1C --- PRIMARY
 --- SEC/SRVC CBL
 ----- EOP

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

US HWY-90
DESTIN/OKALOOSA, FL



A horizontal scale bar with tick marks at 0, 20, 40, and 80. The word "FEET" is centered below the bar.

DWG NO. PAGE 7
WR: 11341323 WR: D0113 - 41 - 323



EASEMENTS REQUIRED

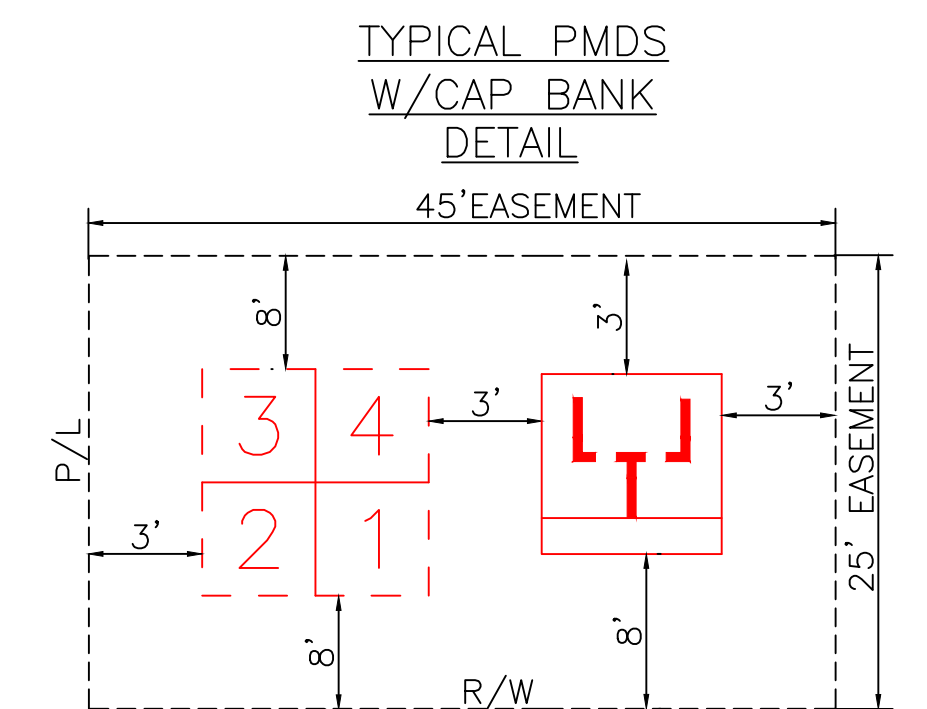
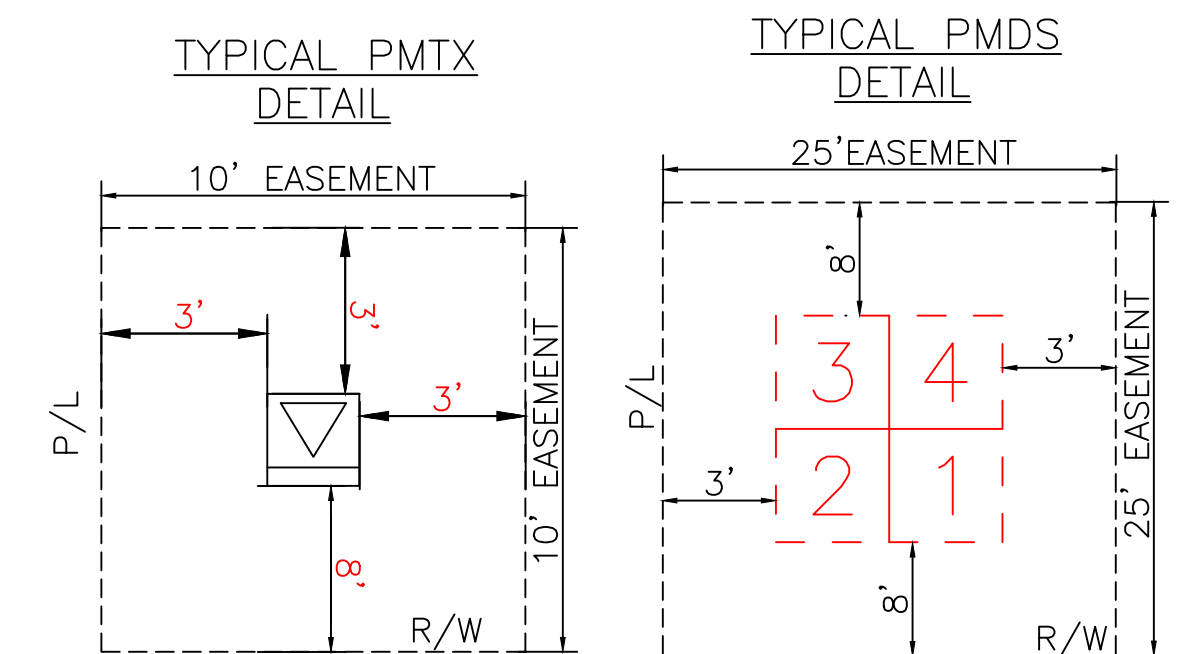
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Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Map Posting?	YES ☐ NO ☐	Trench Feet		Duct Bank Feet	
	PERMIT RECORD	CITY	DR. DIST.	COUNTY AIR	STATE RD
		WMD	RR XING	COUNTY RD.	TRANSM.
Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐	

FOR CONTINUATION SEE PAGE 7

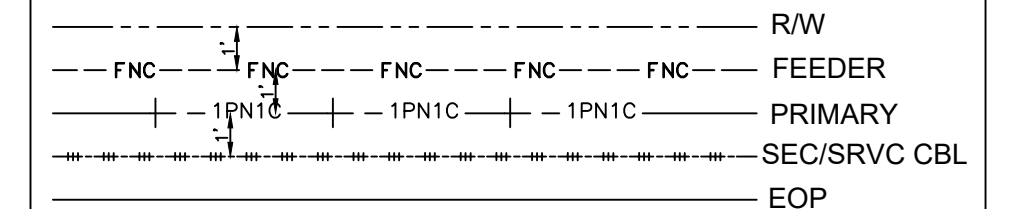


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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)

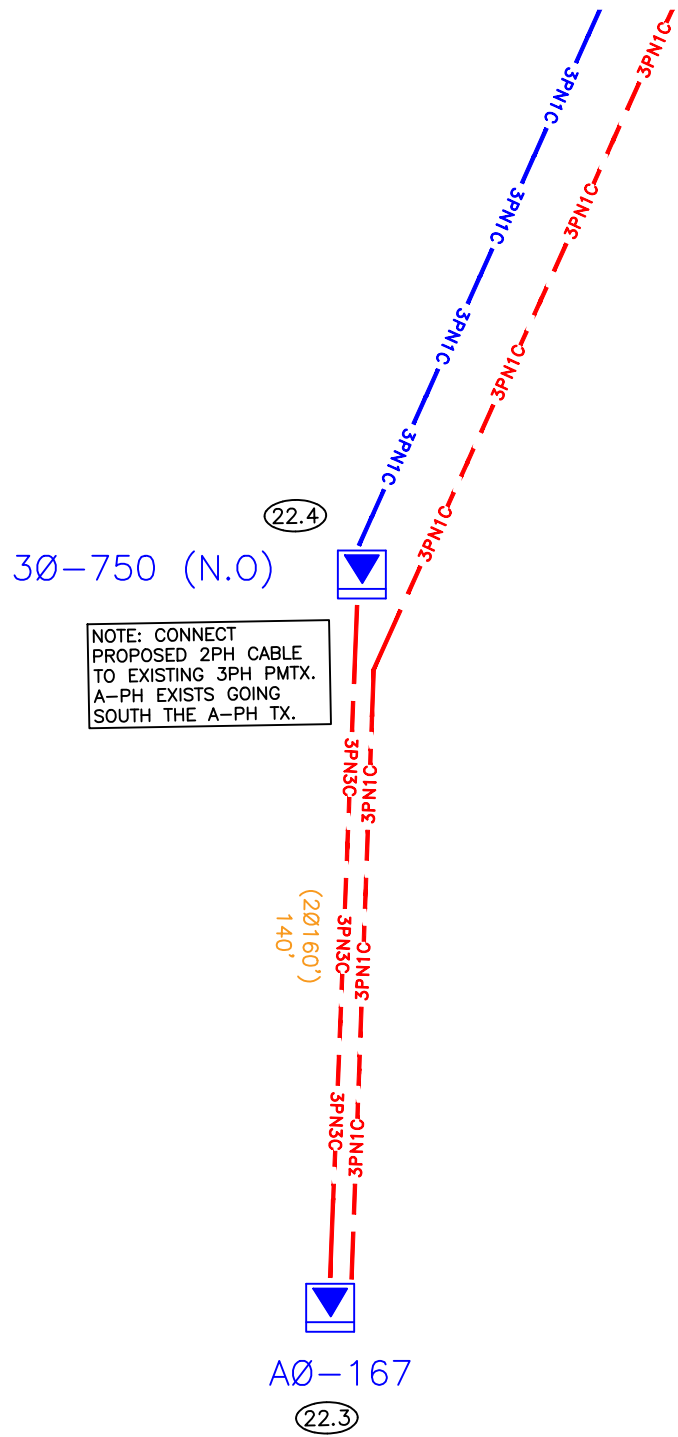


REFERENCE DWG's

EASEMENTS REQUIRED

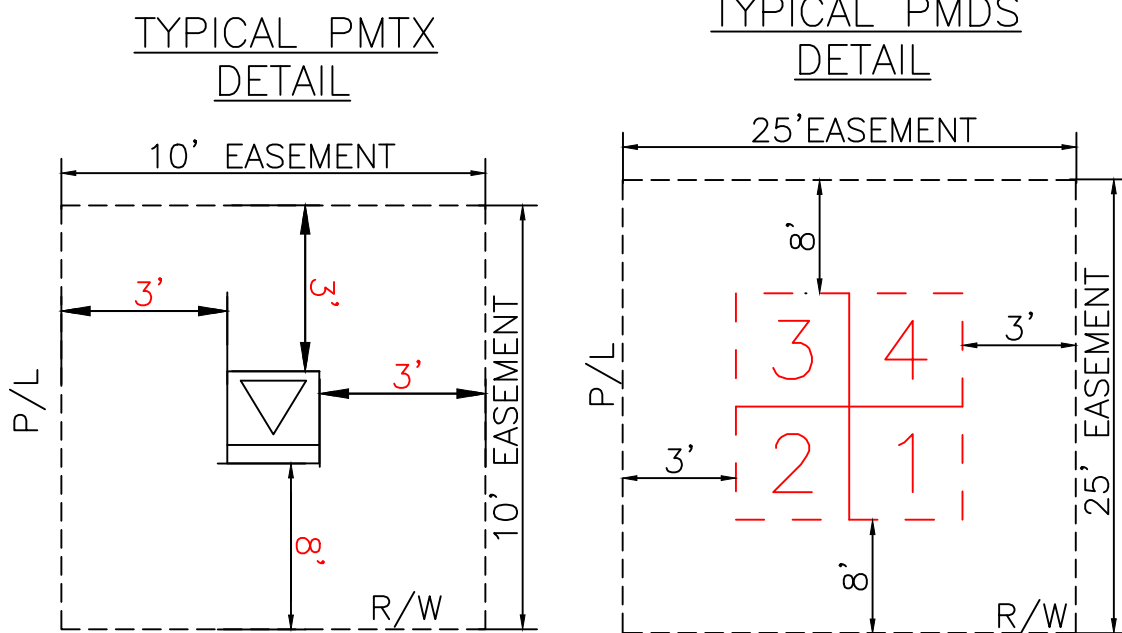
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Initials	Cart. Date	Foreman's Signature				Date				DRAWN BY							
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.						Trench Feet				Duct Bank Feet							
Supervisor's Signature						Date				DATE							
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				PERMIT CITY WMD		DR. DIST. RR KING		COUNTY AIR COUNTY RD.		STATE RD TRANSM.		FAA		MAP NO. -		DWG NO.	
Foreman's Signature				Date		Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐				0 20 40 80 FEET		DWG NO. PAGE 7A WR: 11341323 WR: D0113 - 41 - 323	

FOR CONTINUATION SEE PAGE 7

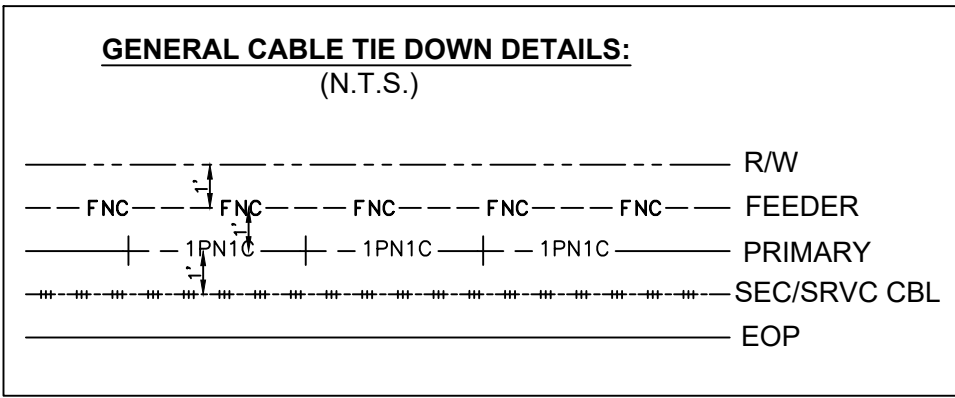
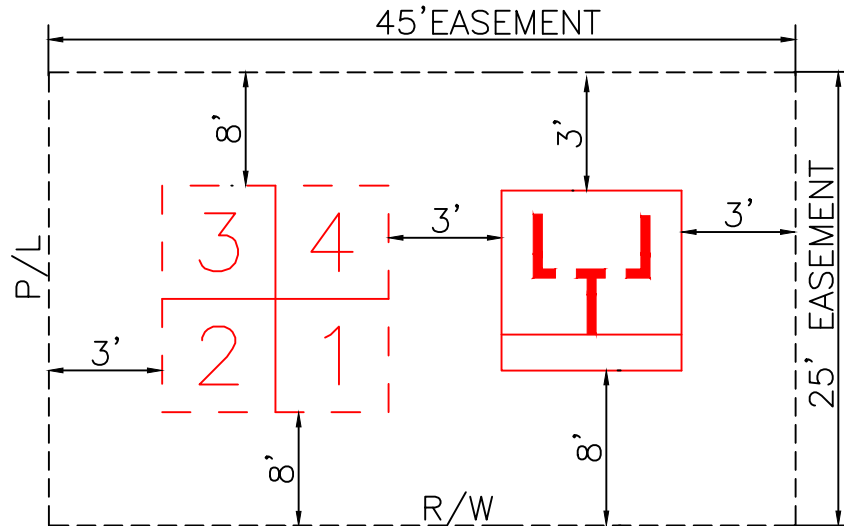


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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



TYPICAL PMDS
W/CAP BANK
DETAIL



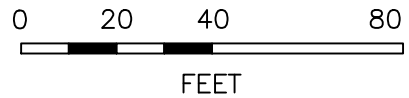
REFERENCE DWG's

EASEMENTS REQUIRED

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			
Initials	Cert. Date	Foreman's Signature		Date		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐			
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.						Trench Feet		Duct Bank Feet			
Supervisor's Signature						Date					
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.						Permit Record					
Foreman's Signature						Date					
Posted by						Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐			



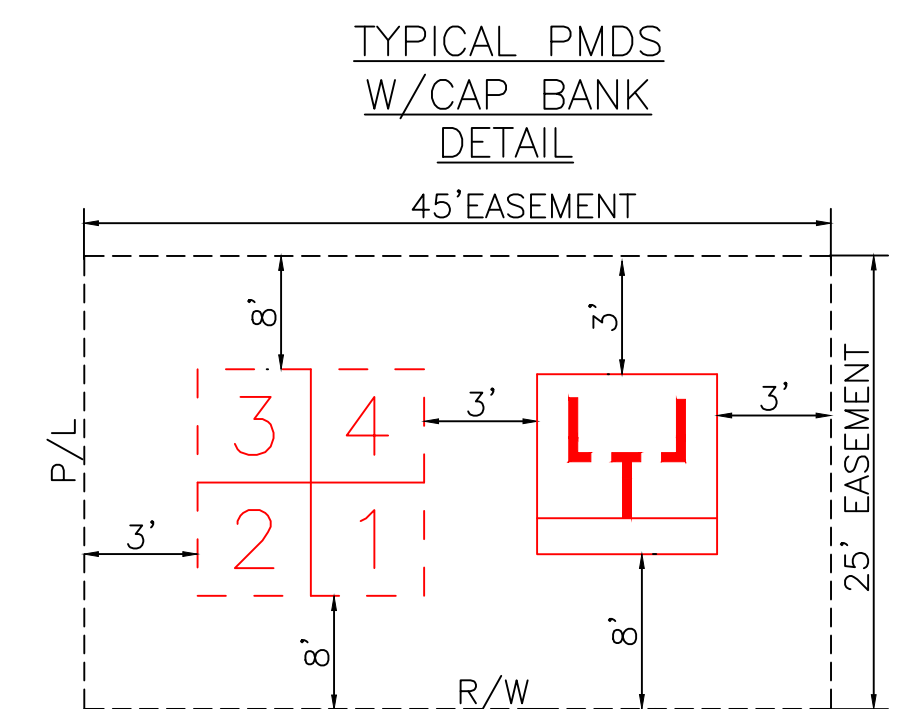
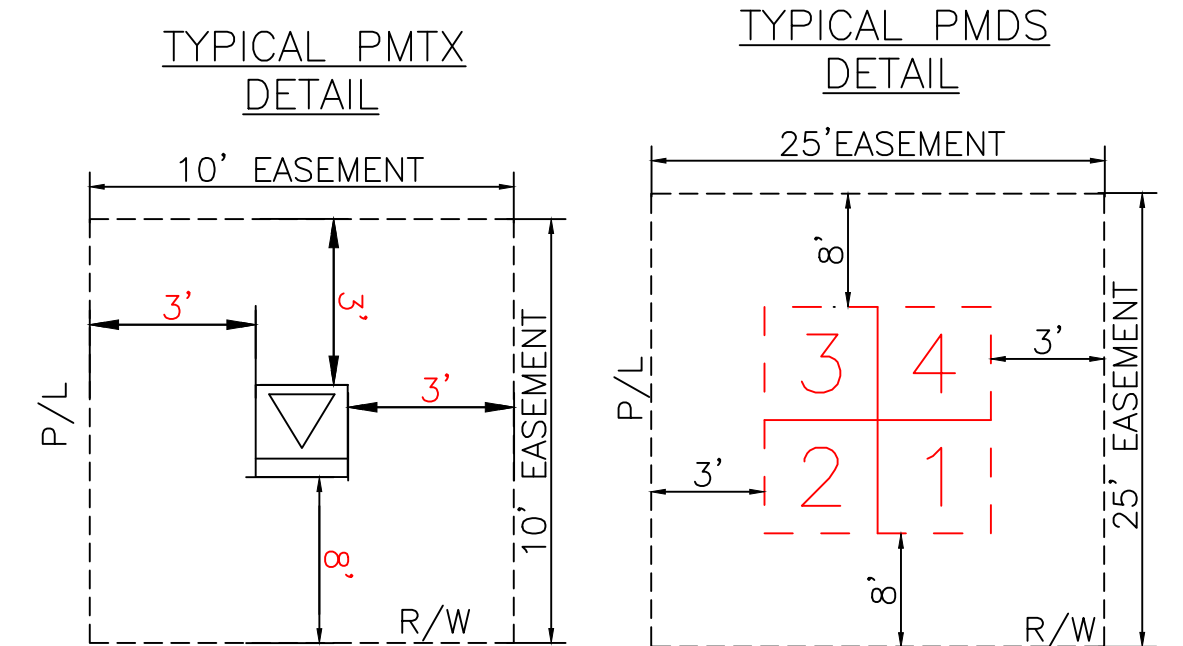
DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	-



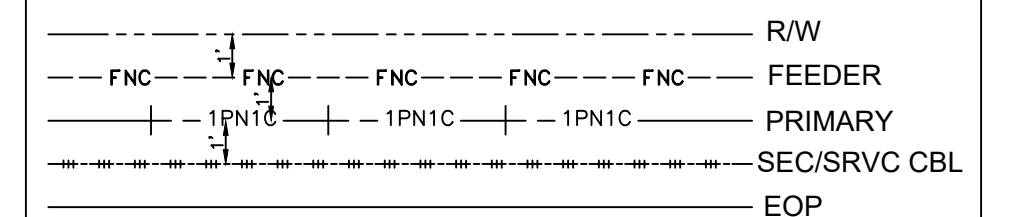
W/A: NW	
CITY OF DESTIN PHASE 1	
UG FOR CONSTRUCTION	
US HWY-90 DESTIN/OKALOOSA, FL	
DWG NO.	PAGE 7A
WR: 1134-323	WR: D0113 - 41 - 323

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG'S

TWNP: 00S RNG: 00E SEC: 00 QTR:

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION

US HWY-90
DESTIN/OKALOOSA, FL

DWG NO.	PAGE 8
---------	--------

WR: 11341323 WR: D0113- 41 -323

ROW AGREEMENT

EASEMENTS REQUIRED

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐	
Initials	Cert. Date	Foreman's Signature		Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.					Map Posting? YES ☐ NO ☐	Trench Feet		Duct Bank Feet	
Supervisor's Signature		Date		PERMIT RECD	CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA
WMD		RR XING			COUNTY RD.	TRANSM.			
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.					Posted by	Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐	
Foreman's Signature		Date							

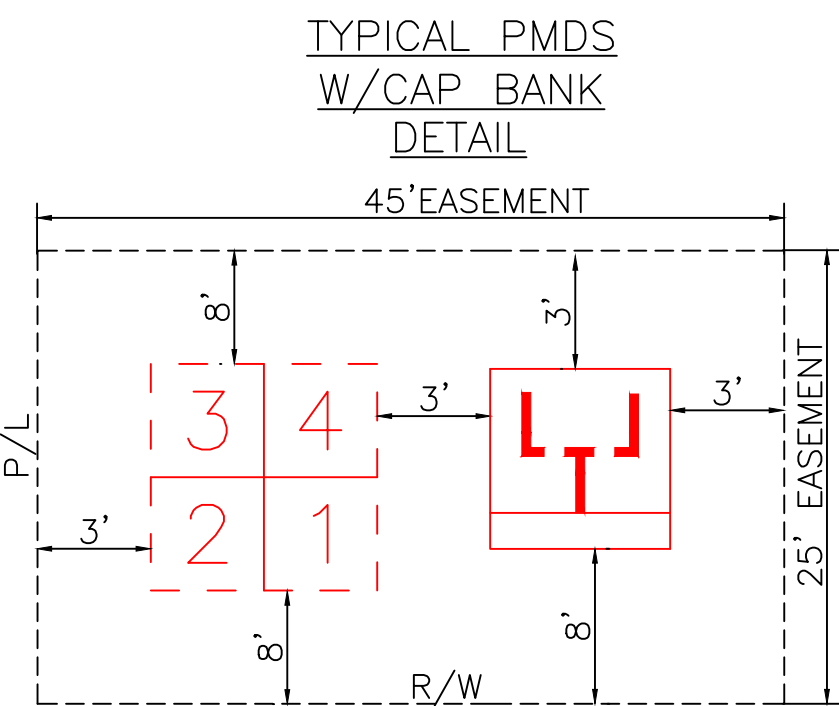
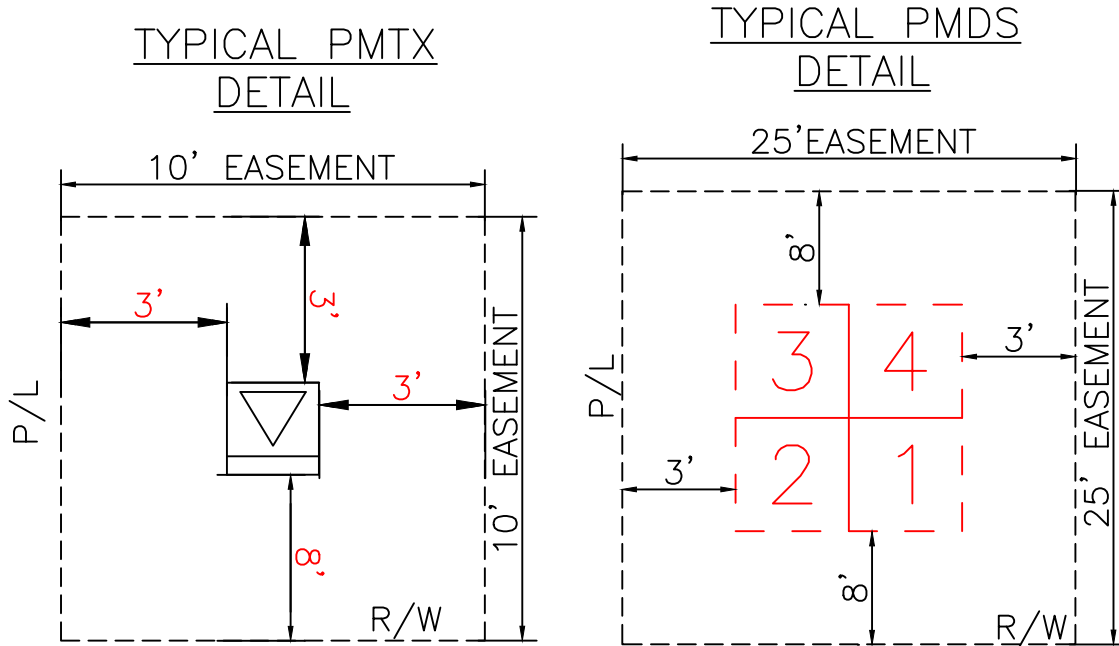
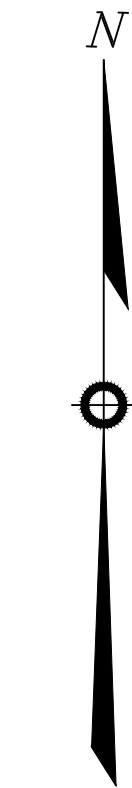


DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	—

0 20 40 80
FFET

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



GENERAL CABLE TIE DOWN DETAILS: (N.T.S.)		
---	FNC	R/W
---	FNC	FEEDER
---	1PN1C	PRIMARY
---	1PN1C	SEC/SRVC CBL
---	---	EOP

REFERENCE DWG's

FOR CONTINUATION SEE PAGE 10

FOR CONTINUATION SEE PAGE 8

ROW AGREEMENT

EASEMENTS REQUIRED

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐
Initials	Foreman's Signature	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet
Supervisor's Signature		CITY	DR. DIST.	COUNTY AIR
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		WMD	RR XING	COUNTY RD.
Foreman's Signature		Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐



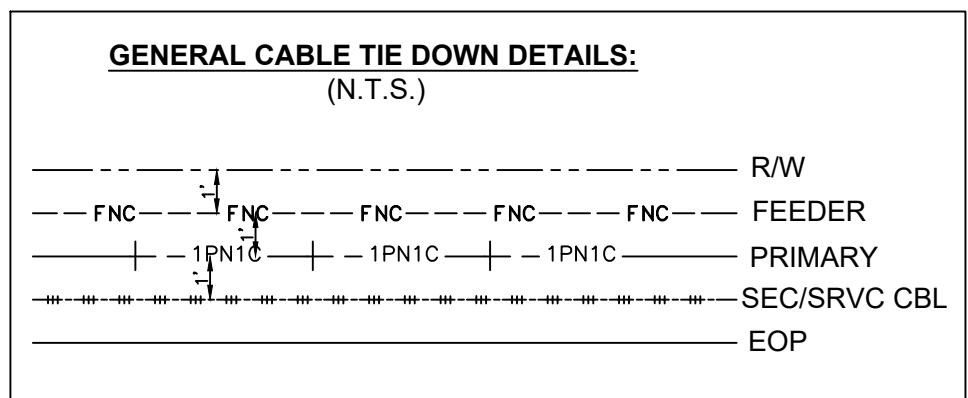
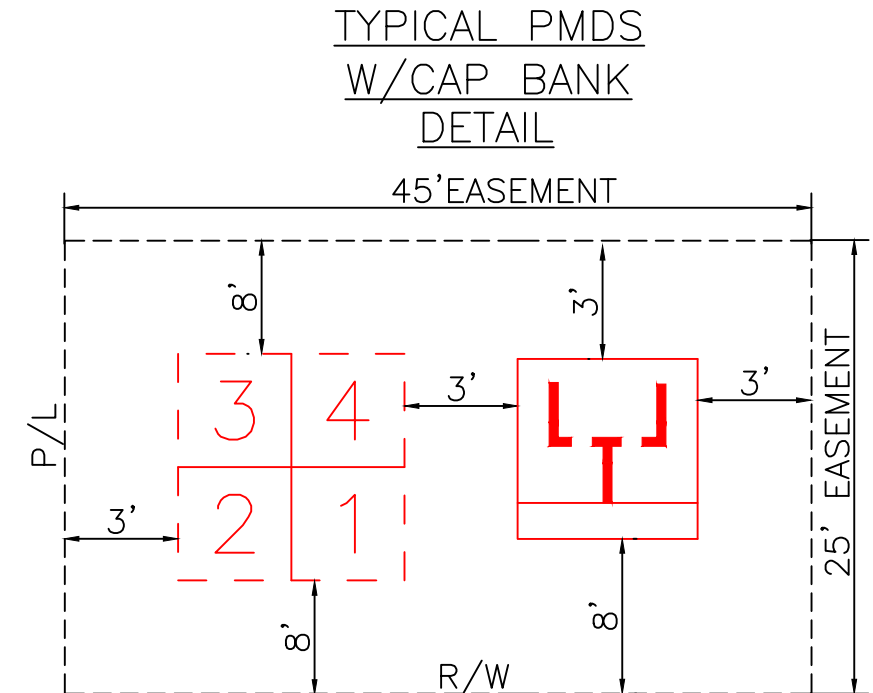
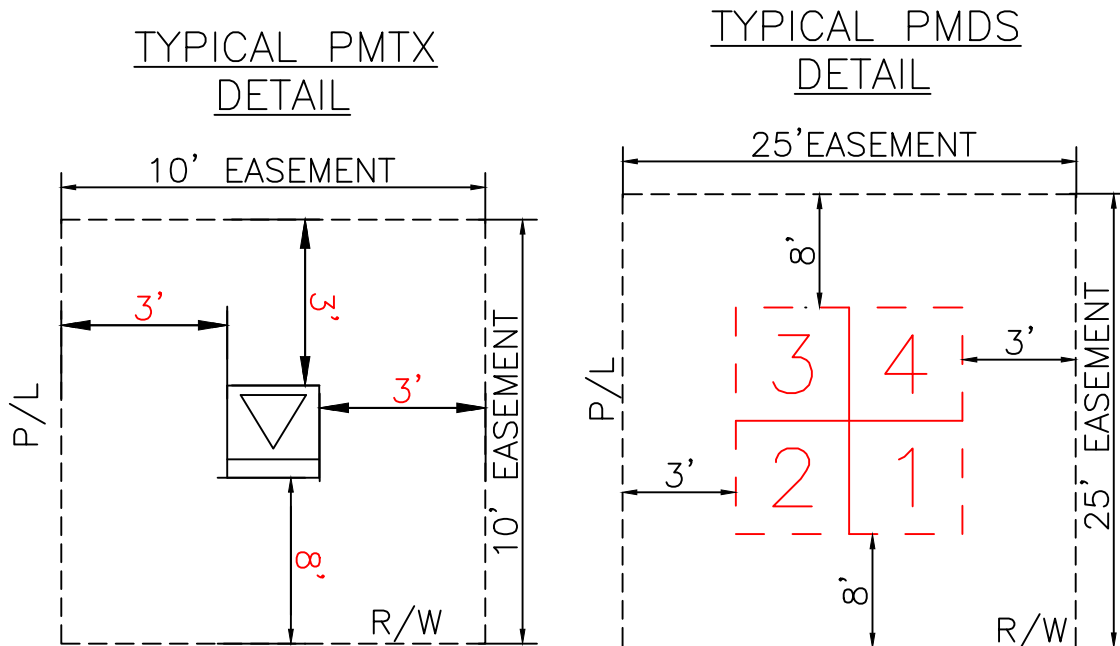
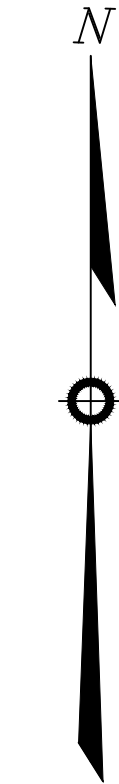
DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	
0 20 40 80 FEET	

W/A: NW	
CITY OF DESTIN PHASE 1	
UG FOR CONSTRUCTION	
US HWY-90	
DESTIN/OKALOOSA, FL	
DWG NO.	PAGE 9
WR: 11341323	WR: D0113 - 41 - 323

TWNP: 00S RNG: 00E SEC: 00 QTR:

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



REFERENCE DWG's

FOR CONTINUATION SEE PAGE 12

FOR CONTINUATION SEE PAGE 10

ROW AGREEMENT

EASEMENTS REQUIRED

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐
Initials	Foreman's Signature	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet
Supervisor's Signature		CITY	DR. DIST.	COUNTY AIR
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		WMD	RR XING	COUNTY RD.
Foreman's Signature		Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐



DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	

W/A: **NW**

CITY OF DESTIN PHASE 1

UG FOR CONSTRUCTION

US HWY-90

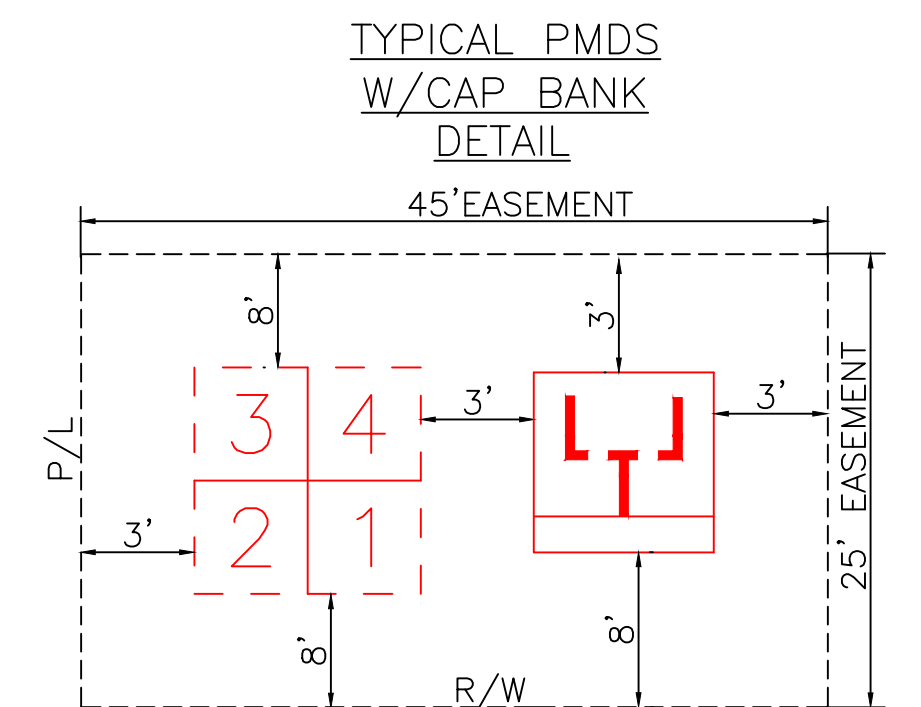
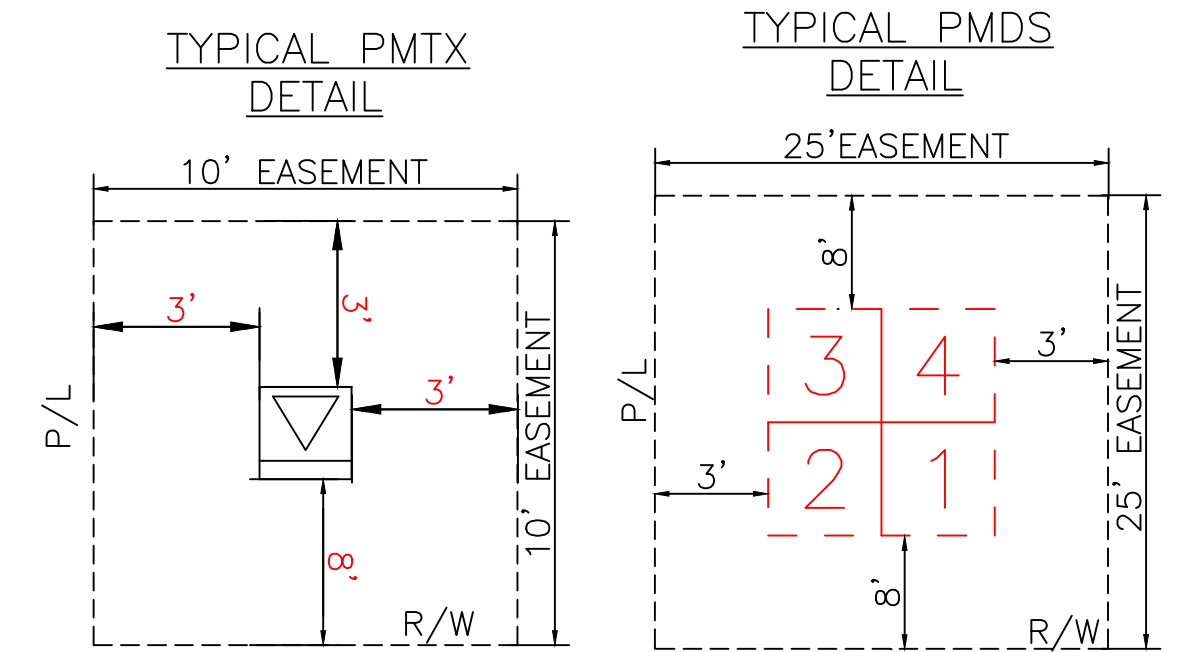
DESTIN/OKALOOSA, FL

DWG NO. **PAGE 11**

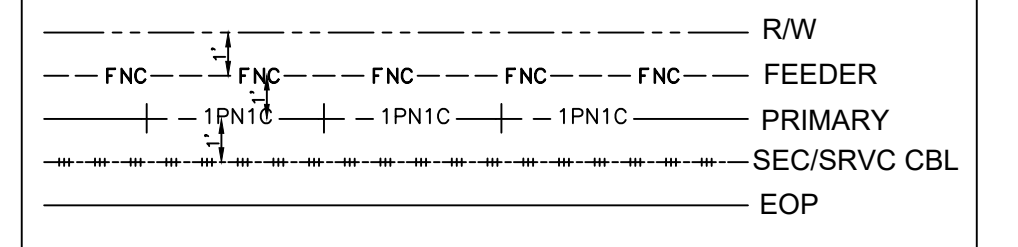
WR: **11341323** WR: **D0113** - 41 - **323**

TWNP: 00S RNG: 00E SEC: 00 QTR: 00

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG'S

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION

US HWY-90
DESTIN/OKALOOSA, FL

DWG NO.	PAGE 12
WR: 11341323	WR: D0113-41-323

ROW AGREEMENT

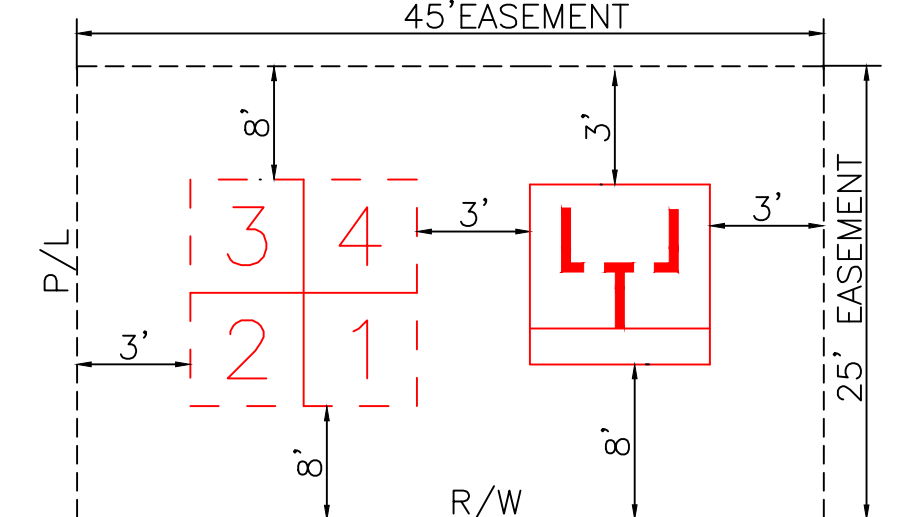
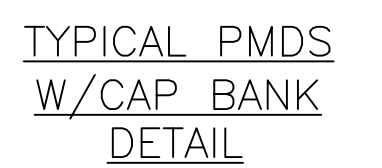
EASEMENTS REQUIRED

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL		
Initials	Cert. Date	Foreman's Signature _____ Date _____		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY				
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet			DATE				
Supervisor's Signature _____ Date _____ All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Permit Rec'd		CITY DR. DIST. COUNTY AIR		STATE RD			FAA				MAP NO.
Foreman's Signature _____ Date _____				WMD RR XING		COUNTY RD.		TRANSM.		FPL		0 20 40 80 FEET		DWG NO. PAGE 12 WR: 11341323 WR: D0113 - 41 - 323	
Posted by				Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐									

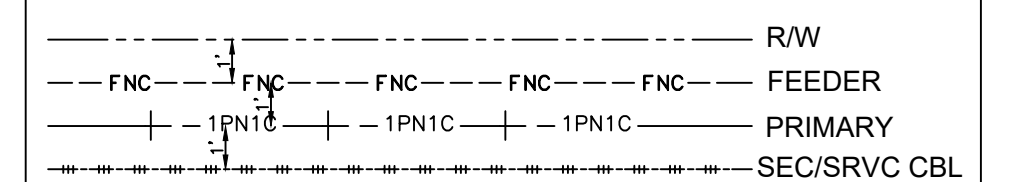
FOR CONTINUATION SEE PAGE 13

FOR CONTINUATION SEE PAGE 11

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG'S

DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	—

0 20 40 80
FFET

Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐		
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐		
Map Posting?	YES ☐ NO ☐	Trench Feet		Duct Bank Feet			
		PERMIT REQ'D	CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA
			WMD	RR XING	COUNTY RD.	TRANSM.	
Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐			

AS-BUILT COPY		AS-BUILT CREW PRINT	
Initials	Cert. Date	Foreman's Signature	Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.			
Supervisor's Signature		Date	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.			
Foreman's Signature		Date	

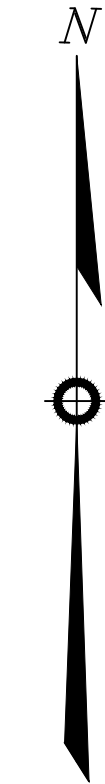
EASEMENTS REQUIRED

FOR CONTINUATION SEE PAGE 13A

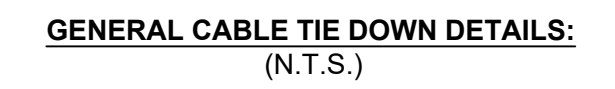
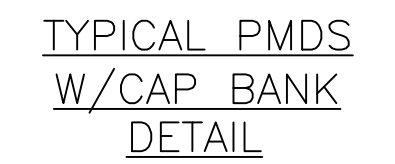
FOR CONTINUATION SEE PAGE 12

PLOT DATE: 00/00/00	PLOT TIME: 00:00:00	CAD NAME: NO-NAME
---------------------	---------------------	-------------------

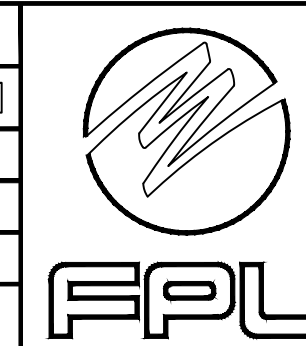
FOR CONTINUATION SEE PAGE 13



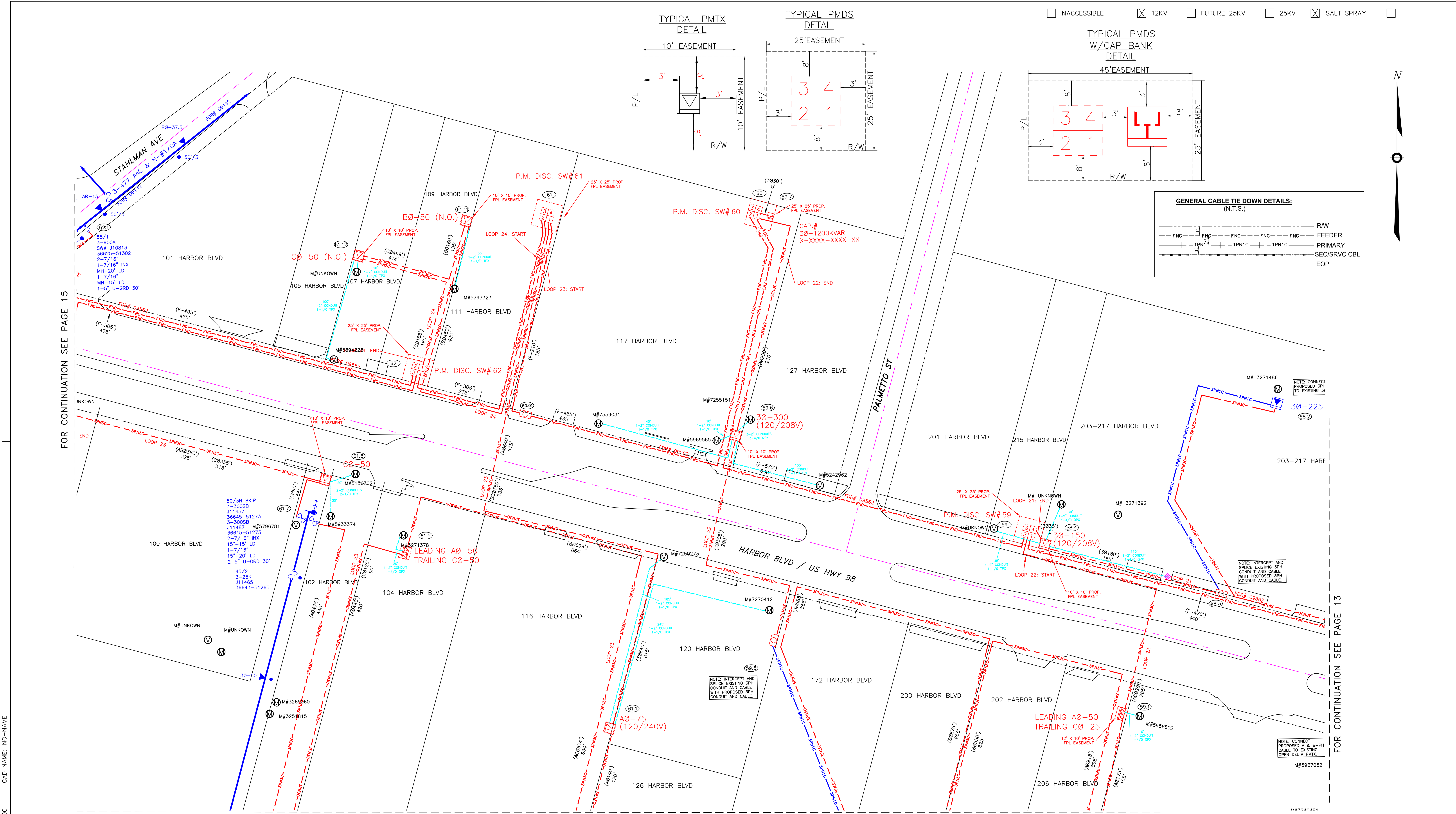
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			
Initials	Cert. Date	Foreman's Signature		Date		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.						Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet	
Supervisor's Signature		Date		PERMIT REQ'D WMD		CITY		DR. DIST.		COUNTY AIR	
Foreman's Signature		Date				COUNTY RD.		STATE RD		FAA	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.						Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐	



M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL	
DWG NO.	PAGE 13A
WR: 11341323	WR: D0113 - 41 - 323



FOR CONTINUATION SEE PAGE 15

FOR CONTINUATION SEE PAGE 13

PLOT DATE: 06/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME

FOR CONTINUATION SEE PAGE 14B

FOR CONTINUATION SEE PAGE 14B

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

ROW AGREEMENT

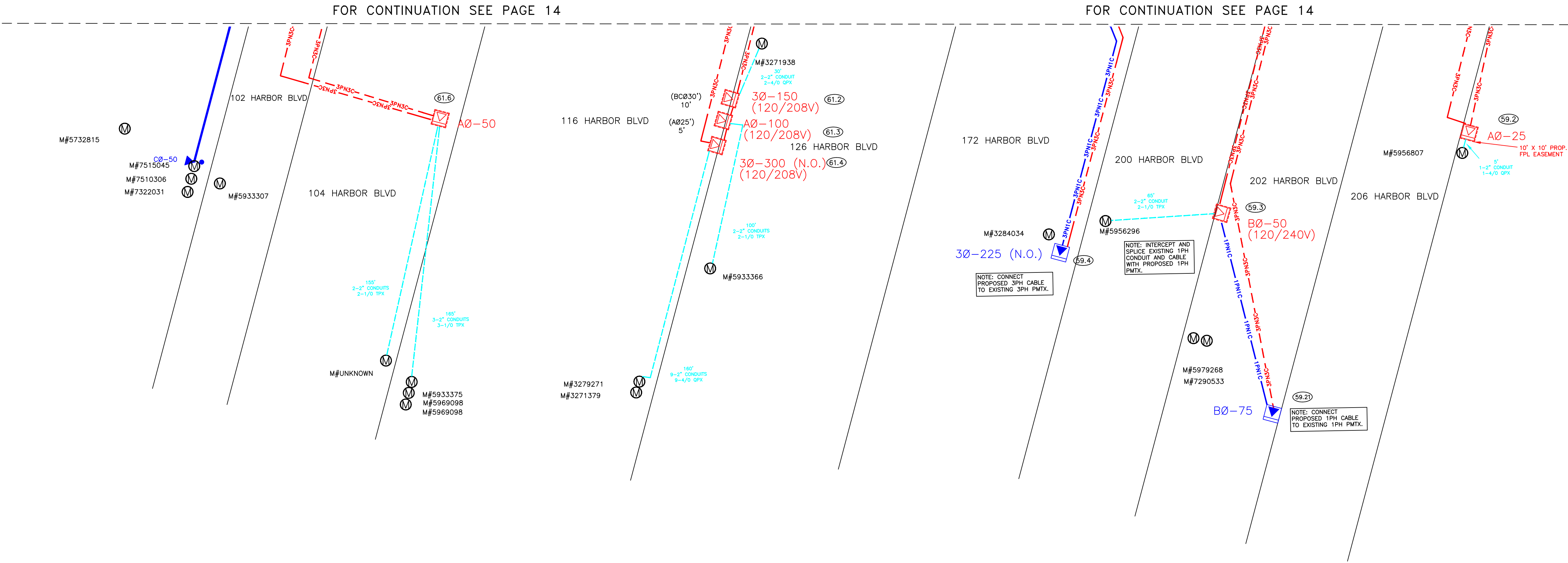
EASEMENTS REQUIRED

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Initials	Cert. Date	Foreman's Signature	Date	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				
Supervisor's Signature		Date		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				
Foreman's Signature		Date		
Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	
Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet	
PERM RECORD	CITY	DR. DIST.	COUNTY AIR	
	WMD	RR XING	COUNTY RD.	
State	RD	FAA	TRANS.	
Posted by	Telephone Request?	YES ☐ NO ☐	CATV Request?	YES ☐ NO ☐



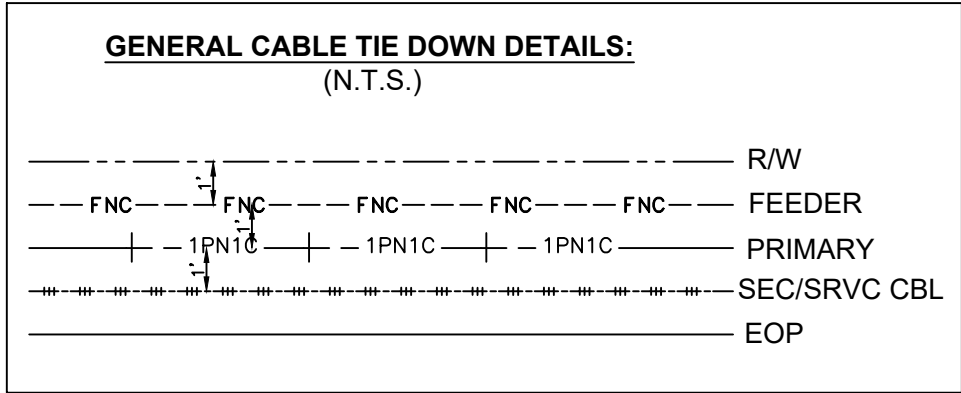
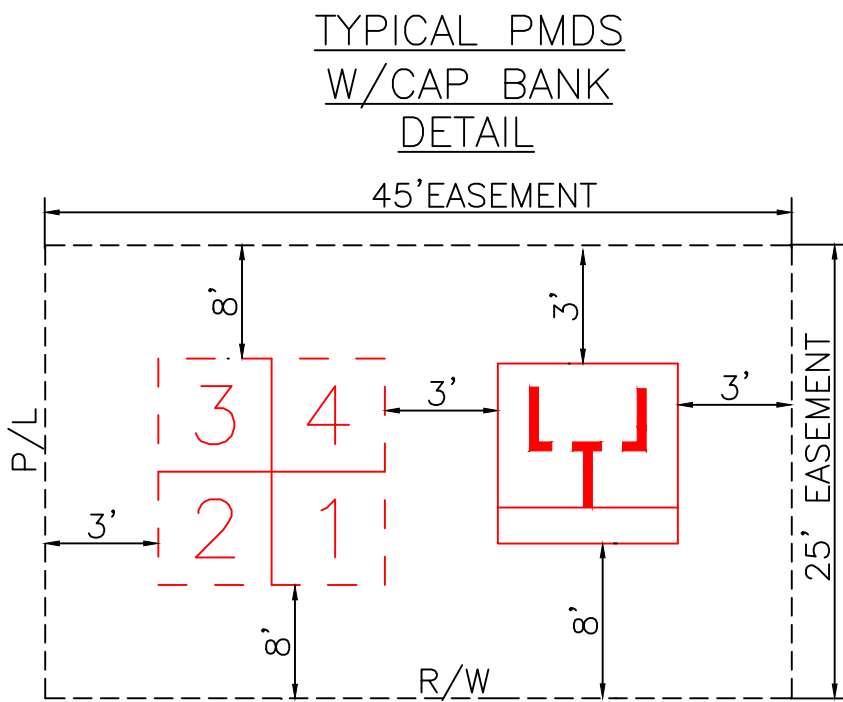
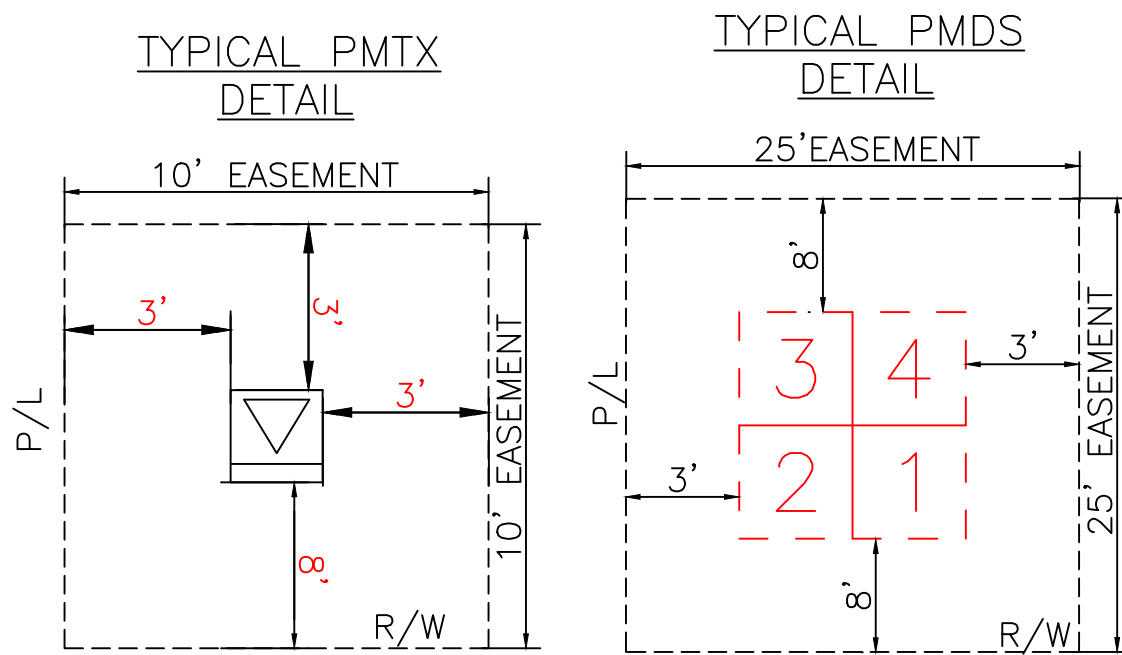
DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	
0 20 40 80 FEET	

W/A: NW	
CITY OF DESTIN PHASE 1	
UG FOR CONSTRUCTION	
US HWY-90	
DESTIN/OKALOOSA, FL	
DWG NO.	11341323
WR:	D0113 - 41 - 323



The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



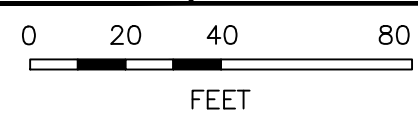
REFERENCE DWG's

EASEMENTS REQUIRED

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐
Initials _____ Cert. Date _____	Foreman's Signature _____ Date _____	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐	CT/Special Mtr? YES ☐ NO ☐
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐	Trench Feet _____	Duct Bank Feet _____
Supervisor's Signature _____ Date _____		City _____	DR. DIST. _____	COUNTY AIR _____
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		WMD _____	RR XING _____	COUNTY RD. _____
Foreman's Signature _____ Date _____		Posted by _____	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐



DESIGNED BY	_____
DRAWN BY	_____
DATE	_____
MAP NO.	_____



TWNP: 00S. RNG: 00E. SEC: 00 QTR: _____

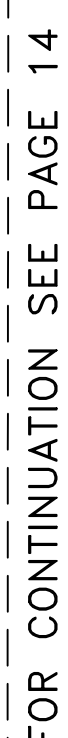
W/A: **NW**

**CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION**

US HWY-90
DESTIN/OKALOOSA, FL

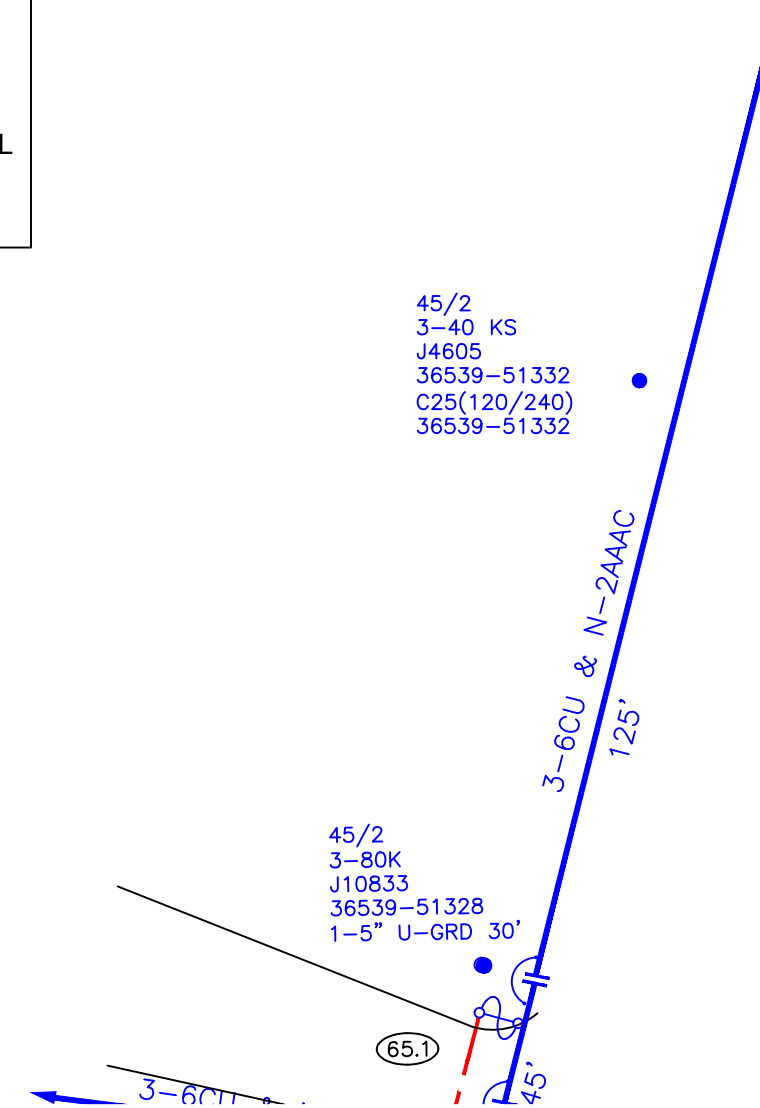
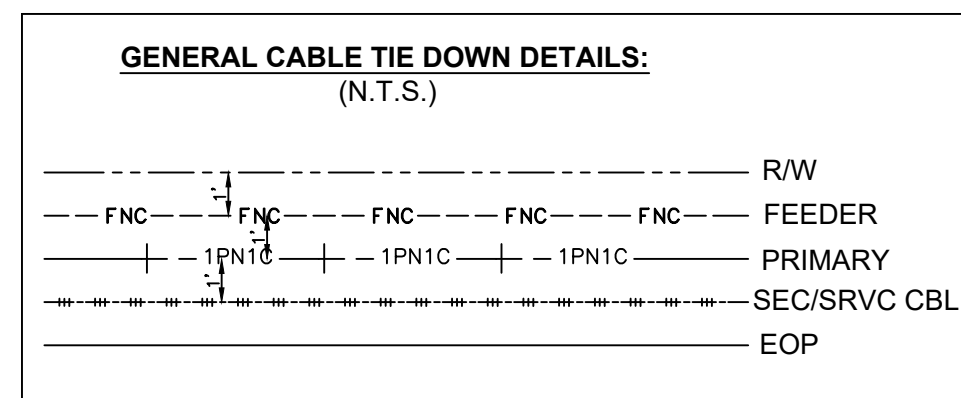
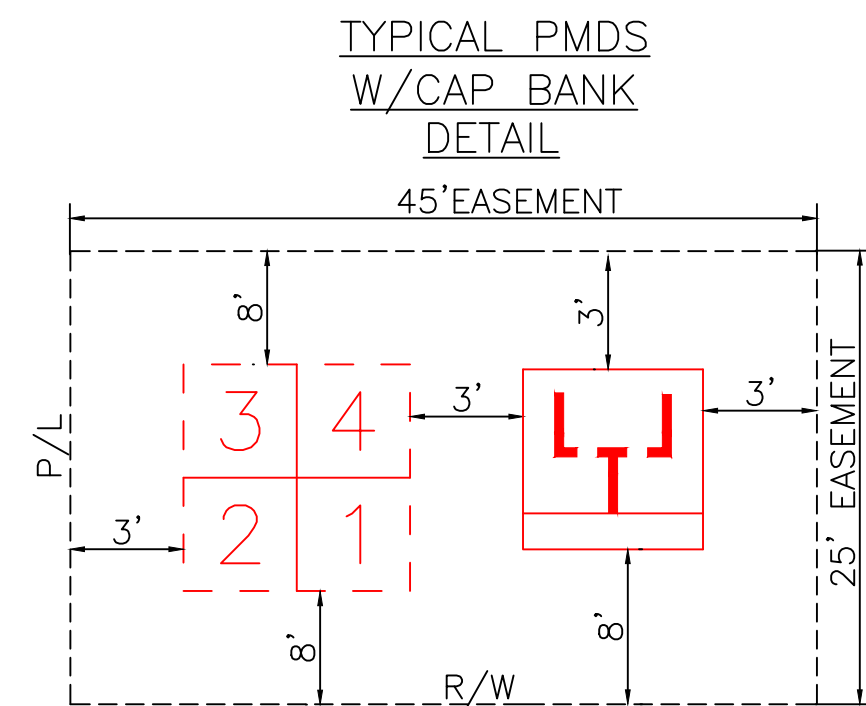
DWG NO. **PAGE 14B**

WR: **1134-323** WR: **D0113-41-323**



M/A: **NW**
 CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
 US HWY-90
 DESTIN/OKALOOSA, FL
 DWG NO. **PAGE 15**
 WR: **11341323** WR: **D0113 - 41 - 323**

EASEMENTS REQUIRED



Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY		AS-BUILT CREW PRINT						DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL																											
Initials	Crt. Date	Foreman's Signature						Date	DRAWN BY																												
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.								DATE																													
								MAP NO.																													
Supervisor's Signature		Date				DWG. NO. PAGE 15A WR: 1341323 WR: D0113 - 41 - 323																															
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.																																					
Foreman's Signature		Date		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Easement?</td> <td>YES ☐ NO ☐</td> <td>Survey/Stake?</td> <td>YES ☐ NO ☐</td> <td>Work with SMO?</td> <td>YES ☐ NO ☐</td> </tr> <tr> <td>Tree Work?</td> <td>YES ☐ NO ☐</td> <td>Designer/Stake?</td> <td>YES ☐ NO ☐</td> <td>CT/Special Mtr?</td> <td>YES ☐ NO ☐</td> </tr> <tr> <td>Map Posting?</td> <td>YES ☐ NO ☐</td> <td>Trench Feet</td> <td colspan="3">Duct Bank Feet</td> </tr> <tr> <td rowspan="2" style="writing-mode: vertical-rl; transform: rotate(180deg);">PRELIM RECORD</td> <td>CITY</td> <td>DR. DIST.</td> <td>COUNTY AIR</td> <td>STATE RD</td> <td>FAA</td> </tr> <tr> <td>WMD</td> <td>RR XING</td> <td>COUNTY RD.</td> <td>TRANSM.</td> <td></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Posted by</td> <td>Telephone Request? YES ☐ NO ☐</td> <td>CATV Request? YES ☐ NO ☐</td> </tr> </table>		Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐	Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐	Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet			PRELIM RECORD	CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA	WMD	RR XING	COUNTY RD.	TRANSM.		Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐
Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐			Work with SMO?	YES ☐ NO ☐																														
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐																																
Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet																																		
PRELIM RECORD	CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA																																
	WMD	RR XING	COUNTY RD.	TRANSM.																																	
Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐																																			

CITY OF DESTIN

TECHNICAL SPECIFICATIONS

UNDERGROUND CONVERSION PHASE 1

TECHNICAL PROVISIONS

- | | |
|---------------------|--|
| 1. 57-7 | SURVEY, STAKEOUT & RECORD DRAWINGS |
| 2. 101 | MOBILIZATION |
| 3. 102.1 | MAINTENANCE OF TRAFFIC |
| 4. 104 | SEDIMENT BARRIER, CLEARING & GRUBBING, SIDEWALK RESTORATION |
| 5. FPL-1 | FPL INFRASTRUCTURE |
| 6. CARRIER-1 | CARRIER INFRASTRUCTURE |
| 7. FPL-SL | FPL STREETLIGHT INFRASTRUCTURE |
| 8. CTD-SCHED | CONTRACT DURATION AND SCHEDULE MISCELLANEOUS |
| 9. FPL-P | FPL PLANS & SPECIFICATIONS |
| 10. ATT-P | CARRIER PLANS & SPECIFICATIONS |

TP 57-7
SURVEY, STAKEOUT & RECORD DRAWINGS

Lines, Grades and Construction Surveying - The Contractor shall employ a Florida licensed professional land surveyor satisfactory to the City and Engineer to lay out the work from the benchmarks, grades, dimensions, points, and lines noted on the working drawings, established at the site, or supplied by the Engineer. All work of every description shall be laid out and checked by the contractor who will be held solely responsible for its correctness, and all expenses in connection with this work shall be paid for by the contractor. The work may be checked by the Engineer, and, in the event of discrepancy, his decision shall be final.

No special compensation will be made to the contractor to defray costs of any work or delays occasioned by making surveys and measurements, tests, or inspections, but such costs shall be considered as having been included in the price stipulated for the several items of work to be done under contract.

In addition, all survey monuments and benchmarks which may be disturbed during construction shall be referenced and replaced by the contractor. All monuments and benchmarks disturbed or destroyed by the contractor or any of his forces through accident or negligence shall be replaced by a Florida licensed professional land surveyor at the contractor's expense.

Protection and Restoration of Property Markers and Survey Monuments - The contractor shall be responsible for the preservation of all public and private property markers and shall protect carefully from disturbance or damage all survey monuments and property markers until locations are witnessed or otherwise referenced by his licensed Florida professional land surveyor, so the said surveyor can restore them in their original location after construction.

Record Drawings/As-Builts - During the entire construction operation, the contractor shall maintain records of all deviations from the plans and specifications and shall maintain "red-lined" record drawings showing correctly and accurately all changes and deviations from the work made during construction to reflect the work as it was constructed.

These drawings shall conform to each of the individual utility owners being undergrounded as part of this project. Each utility owner shall be provided with their required as-builts/plans meeting their submittal requirements, including but not limiting, standards of drafting/detail, bore logs, shall be neat and legible, and shall be provided to the appropriate utility provider(s) at times as may be required elsewhere in these specifications. Copies of the As-built drawings shall also be supplied to the City for record.

The Contractor shall be required to as-built all FPL related undergrounding work and provide both FPL and the PM/City with completed copies in proper format. This includes necessary plan submissions required for FPL to initiate switching orders and final conversions. The Contractor should be familiar with FPL requirements, including final plan submittals, and shall engage at the start of the project in working with FPL to ensure full transparency with all requirements. There should also be consideration for other submittals that may be required as part of the undergrounding work.

Basis for Payment - The work and all incidental costs specified as being covered under this division will be paid for at the contract lump sum for construction surveying and survey monumentation. Payment shall be full compensation for all labor, materials, and related costs to complete the work specified in this division. The work and all incidental costs specified as being covered under this section will be paid for at the contract lump sum for survey, stakeout, as-builts, bore logs & record drawings.

Payment shall be full compensation for all labor, materials, and related costs to complete the work specified in this section.

Payment shall be made under:

Item No. 57-7	Survey, Stakeout & Record Drawings	LS
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TP 101 MOBILIZATION

Mobilization shall include all items detailed in Article 101-1 of the Standard Specifications of FDOT's Road and Bridge Construction dated July 2021, except as amended hereinafter. Furthermore, this item shall be inclusive of all related mobilization required for the underground conversion project.

Method of Measurement - The quantity to be paid for under this section shall be the lump sum quantity which shall include all items described in Section 101.

Basis of Payment - The lump sum quantity for the item of mobilization shall be paid for at the contract lump sum price. Article 101-2.2 of the Standard Specifications is deleted, and the following is added:

The lump sum price for mobilization will be payable with the first month's partial payment except that this initial payment will be limited to 10% of the total contract amount. Any remaining amount will be paid when the value of completed work exceeds 50% of the total contract amount.

Payment shall be made under:

Item No. 101-1	Mobilization	LS
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TP 102.1 MAINTENANCE OF TRAFFIC

The Contractor shall be responsible for a safe and effective Temporary Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. Topics to be addressed shall include, but are not limited to, construction phasing, utility efforts/relocations, drop offs within clear zone, pedestrian access, and all work as part of the utility undergrounding project.

Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times. When impacted, the required Temporary Traffic Control Plan shall address how to assist with maintenance of traffic throughout the duration of the contract.

The Contractor shall comply with all City Ordinances “Ordinances” for allowable hours of work. The Contractor shall provide written request to extend hours outside of the Ordinance and must be submitted to PM/City in writing for City Manager approval. The Contractor will need City Manager authorization will be provided for any planned work during City events or holidays.

The Contractor shall minimize disruption to sidewalks as practical. Areas of sidewalk impacted and removed to accommodate entry or exit pits and other related undergrounding project work shall be restored. Vehicular traffic and equipment damages to sidewalk will also be the responsibility of the Contractor. Pre-construction video and photo documentation should be performed by the Contractor to confirm pre-existing conditions that support claims that the sidewalk was not impacted by the undergrounding project work. Additionally, Contractor will be responsible to take precautionary measures to avoid damage to existing sewer laterals and make repairs to any damaged due to construction efforts. Furthermore, Contractor shall take video of existing sewer laterals within the work area pre-construction and post-construction and provide a copy to the City. All restoration cost shall be incidental to the cost of the undergrounding work.

All Traffic Control Plans utilized during construction shall be in accordance with the FDOT’s Design Standards and applicable permit requirements. Ingress and egress areas to and from work and staging areas within the limits of the City, including any and all suppliers and subcontractors, will require environmental protection techniques that adequately prevent erosion and debris tracking onto existing roadways in all areas practical. Contractor shall be responsible for immediately addressing and correcting all erosion concerns without impacts to schedule. Any associated costs are incidental to the work.

Contractor shall obtain any required FDOT traffic control permits and/or meet applicable restrictions without impact to City. In addition to FDOT lane restriction requirements, a lane may only be closed during active work periods. Any lane closures must be reported to the local emergency agencies, all applicable agencies, and the PM/City. The Contractor shall develop the Project in a manner that will in no way impede the opening of all lanes of traffic in the event of an emergency. All work within school areas shall be coordinated in advance and meet any requirements.

The Contractor shall also be held responsible for the proper (most updated) MDOT sidewalk & lane closure signs and safety equipment for pedestrians.

The Contractor is advised that the project is located within a hurricane region. Within 30 days after the Effective Date of the Agreement, the Contractor shall submit for PM/City acceptance a hurricane preparedness plan detailing the procedures to be followed by the Contractor to ensure the safety of personnel, equipment, stored materials, and completed work when a hurricane watch notice for the project area is issued by the United States National Weather Service. In the event of major storms, catastrophic weather events, or other emergency situations, the Contractor shall closely coordinate with the PM/City to ensure the project is in compliance with the accepted preparedness plan and ensure that following the event(s) that resources and personnel actively working prior to the event(s) remain dedicated to the project and support restoration efforts, if needed.

Method of Measurement - The quantity to be paid for under this section shall be the lump sum quantity which shall include all items described in Section 102.1.

Basis of Payment - The lump sum quantity for the item of maintenance of traffic shall be paid for at the contract lump sum price.

Payment shall be made under:

Item No. 102-1	Maintenance of Traffic	LS
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**TP 104
CLEARING, GRUBBING, RESTORATION,
AND SIDEWALK**

Contractor shall perform clearing and grubbing activities within the alignment of the proposed work areas where applicable and minimize impacts to the fullest extent possible. The clearing and grubbing shall be sufficient to perform work activities and provide access along the corridor for the installation of FPL and Carriers work while remaining as minimally invasive as possible. Contractor shall coordinate with PM/City prior to performing clearing & grubbing activities to clarify and finalize the method of procedure. Restoration shall be, at minimum, to original condition and inclusive to the cost of the items identified as part of this scope.

As part of clearing & grubbing and due to the nature of this work taking place in areas of commercial and residential properties that have existing irrigation systems, the Contractor shall take all reasonable and precautionary efforts to avoid damages. The Contractor shall coordinate and notify adjacent property owners to identify existing systems that may be impacted by the work. The Contractor shall repair irrigation systems damaged during the undergrounding work and notify the property owner of the repair. Any associated costs for irrigation is incidental to the undergrounding work.

In addition to irrigation, the Contractor should make all attempts to avoid impacts to existing landscaping. In areas where impacts to landscaping are unavoidable the Contractor shall identify the potential impact and work with the City and property owner to determine a resolution. The Contractor shall initiate survey of properties with landscaping and irrigation and begin coordination at a minimum of (3) weeks in advance of any work. All coordination efforts shall be documented and discussed with the PM/City during weekly progress meeting.

Method of Measurement - The quantity to be paid for under this section will be linear for sediment barrier, lump sum for clearing & grubbing, and square yard for sidewalk restoration. Copies of all measured areas shall be provided to the City.

Basis of Payment - The quantities, determined as provided above, shall be paid for at the contract unit price as listed in the bid form. The contract unit price per linear foot (LF), turbidity barrier, measured in place, completed, and accepted. Sidewalk restoration shall be paid for at the contract unit price per square yard (SY). The work and all incidental costs specified as being covered under clearing & grubbing will be paid for at the contract lump sum and shall include irrigation repairs.

Payment shall be made under:

Item No. 104-10-3	Sediment Barrier	LF
Item No. 110-1-1	Clearing & Grubbing	LS
Item No. 522-	Sidewalk Restoration	SF

TP FPL INFRASTRUCTURE

The Contractor shall be experienced and able to perform all aspects of this undergrounding project. Additionally, the Contractor shall construct, and as-built all work as part of this project. The Contractor shall facilitate coordination of FPL, Century Link, Cox Communication, and Mediacom construction activities, and in full coordination with all work designated as part of this project and provide detailed as-builts of all final project work performed by the Contractor in an acceptable format to the respective utility owners and to the Project Manager “PM”/City. The Contractor shall perform minimally invasive work operations, including but not limiting, clearing & grubbing activities to reduce impacts and footprint to State, County, City and property owner rights-of-way. The Contractor shall be responsible for restoration as part of this undergrounding project. **CONTRACTOR MUST MEET ALL FPL SPECIFICATIONS & REQUIREMENTS.**

The City will require that the Contractor provide a qualified superintendent be available to the project during all work activities. The Contractor shall notify the PM/City in the event of any change to the superintendent 30 days in advance and be required to provide an appropriate substitute having the required skill and experience necessary to supervise field activities. The Contractor shall provide notification to residents or business at a minimum of (4) weeks prior to construction by providing acceptable notices. All notices shall also be coordinated with the PM/City for content and distribution.

Perform all work in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, as specified in the Plans and Contract Documents. Contractor shall not take advantage of any apparent error or omission discovered in the Contract Documents, but immediately notify the PM/City in writing of such discovery. The PM/City will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the Contract Documents.

The work shall consist of all work to complete the underground conversion, including materials necessary for the work not provided by FPL. Also inclusive to the items of work as part of this project, the Contractor shall provide all required labor, equipment for performing operations, safety, storage and protection of materials on site, or storage area, installation of conduits, directional bores, NPDES, removal of waste, bore pits, electrical pulls, vaults/handholes/pedestals, connections/tie-ins, equipment, including but not limiting, meter services connections/replacements, capping weather-heads as required, and other related work to satisfactorily complete the undergrounding project in its entirety.

As part of this contract, all work for services connections shall stop at the meters but in some instances may require adjustments or replacements by the Contractor to make required connections. All aerial service drops once removed will require the Contractor to cap existing weather-heads.

The Contractor shall maintain all necessary separation requirements of FPL, carriers and existing utilities. All new infrastructure shall be placed uniformly along the right-of-way, in dedicated easements where applicable, and include for all necessary connection points, switches, transformers, laterals, splice points, service connections, points of service and other related sites.

The undergrounding shall require the Contractor provide scope of services; including but not limiting to, undergrounding all FPL existing aerial primary, secondary, service lines, connections, looping of all existing FPL undergrounded radial areas, existing undergrounding tie-ins, meter connections where applicable, support and coordination with FPL portion of the work, support and coordination with the Carriers facilities and service lines in conjunction with the FPL aerial undergrounding, installation, support and coordination with FPL street lighting infrastructure, coordination and provide effective and costs efficiency in the means and manor of scheduling and construction of all work associated with the undergrounding project, coordination with services for commercial and/or residential properties, parcels affected by the undergrounding, provide as-builts and permit requirements where applicable, and conform to FPL plans, specifications and other requirements as part of this project.

Prior to any construction activities the Contractor shall immediately coordinate with all respective stakeholders to verify existing and proposed facilities, explore all existing utilities for avoidance with new infrastructure and alignment, review potential conflicts against field site layout, and notify the PM/City of any findings. The Contractor shall continue to engage throughout the project with FPL, the PM/City, and Carriers. This includes, but is not limited to, confirm design plans, criteria, establish acceptable schedule, and coordination to accommodate for and construct the portions required as part of this undergrounding project.

The Contractor will need to determine required connection points and services and develop a logical sequence of construction that allows a cost-efficient approach to minimize impacts and to

expedite construction for the undergrounding project as well as provide efficiency for the portion of work being performed by the respective utility agencies. Additionally, the Contractor shall provide the PM/City with a detailed approach to the construction with consideration to all work activities for review.

The Contractor shall exercise safe practices during all work activities and abide with state and governing jurisdictions rules and requirements especially when working around existing utilities; including but not limited to, Sunshine One Call (811) - The Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes, requiring excavators to get underground utility lines located by contacting Sunshine 811 two full business days before digging.

The Contractor shall be responsible for contacting property grounds keepers to identify all private underground utilities not located through Sunshine One Call (811).

The Contractor will be required to ensure the running line for both FPL's new infrastructure and Carriers infrastructure is reviewed in the field prior to the work taking place. The Contractor shall coordinate with PM/City to ensure proper integration with the running lines and to identify and build the infrastructure in such manner as to avoid existing utilities and scheduling inefficiencies. The proposed infrastructure shall be installed to the closest extent possible to the current right-of-way, meet all separation requirements, applicable industry requirements, and be installed in the most cost-efficient manner. See attached water sewer separation clearance requirements.

The Contractor shall ensure that all portions of the work to be performed by the Carriers is successfully coordinated throughout the project to avoid schedule delays.

The Contractor shall provide a minimum 30-day notification to FPL and the PM/City for work completed and ready for FPL red-line review and readiness for switching. The Contractor shall coordinate the switching process with FPL and fully coordinate scheduling with the PM/City. The City desires the work be performed and coordinated so that the pole removal is performed expeditiously, the Contractor coordination and notification shall include full consideration of the Carrier facilities to avoid delays in pole removal.

For cost efficiency and minimal disruption to residents and commercial properties, the proposed duct bank should be placed to avoid interference with property or beautification areas, upon review and acceptable by the PM/City, the duct bank will be diverted to reduce cost and public relations impacts. To the largest extent possible, installation of conduits, structures and other items of work shall be installed on a tangent alignment at a consistent distance from the edge of right-of-way. Exceptions are areas where alignment will need to avoid identified easements, beautification areas, utility apparatuses, signs, signals, and City facilities in which case alignment shall comply with standards for any bends, casing, conduit and fiber optic cable or equipment.

In these areas the Contractor shall transition the conduit run so that transformers, pull boxes, and other related equipment are placed in areas that provide access without obstruction and provide a greater off-set distance from existing pavement while maintaining a gradual transition and desirable bend requirements. The contractor must also coordinate any adjustments or deviations from the FPL design with the FPL PM prior to any adjustments and ensure all minimum standards required by FPL are achieved.

Prior to construction the Contractor shall identify in their plan the proposed alignment in all areas where directional bore or alignment shifts are to be made to minimize or avoid major obstructions and/or beautification impacts. Conduits shall be installed at the required FPL minimum depths and meet FDOT depth requirements when in the Departments rights-of-way.

Before the equipment or box pads are set, Contractor shall touch base with the PM or Inspector to be sure equipment is where customer agreed to.

Contractor shall ensure the construction of the proposed infrastructure is consistent with the permitted improvements. The Contractor shall be responsible for all related permitting not acquired by the City or the utility owners including any environmental, governmental or other FDOT required permitting that is necessary for the work. This includes, but is not limited to, maintenance of traffic, demolition, de-watering, environmental, directional drilling/bores, etc. The Contractor shall provide final as-builts necessary to meet the permit conditions and final documentation must be acceptable to all respective agencies, including FPL.

Immediately following NTP, a site review of the corridor should be conducted by the Contractor and an invitation made to available parties. Any areas of concerns or other unique situations should be identified. The Contractor shall also take pre-construction video of the project and make a copy available to the PM/City. Any claims by individuals regarding damage to site or property that arise during the project shall be supported by Contractor pre-construction video or photo documentation to soundly dispute claim otherwise the Contractor will be responsible for restoration at their expense.

The Contractor shall use sound engineering practices in regard to survey, construction, as-builts, and maintenance of traffic during construction, requirements relative to Project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public. The Contractor shall be responsible for due diligence with FPL and the PM/City to identify and include any additional work or documents needed that are not included in reference documents herewith.

The Contractor shall comply with applicable ordinances, codes, statutes, specifications, rules, and regulations of State of Florida, FDOT permitting, applicable codes, FPL requirements, and applicable regulations of Federal Government, OSHA, NPDES, and applicable safety criteria.

For all FPL work for this project, the Contractor shall comply with FPL plans, survey as-built requirements, typical sections, installation guidelines/requirements, specifications, and details. The Contractor shall review the plans and perform a site review and provide the PM/City with

notification of any constructability or design flaws a minimum of 45 days prior to commencement of work activities. The Contractor shall provide the PM/City a detailed written summary report of any constructability or design flaws immediately after confirmation of error or conflict. If the Contractor utilizes any storage or equipment sites within the City, whether owned by individual parties or the City, the site must be restored to original condition, satisfactory to all property owners.

The Contractor shall fully coordinate all work with the PM/City and with FPL representative(s) assigned to this project. The Contractor shall field review the FPL work prior to construction for alignment and constructability. The Contractor shall fully cooperate and support the PM/City in obtaining the easements where applicable.

Contractor shall maintain a competent superintendent at the site at all times while work is in progress to act as the Contractor's agent. Provide a superintendent who is a competent superintendent capable of properly interpreting the Contract Documents and is thoroughly experienced in the type of work being performed. Provide a superintendent with the full authority to receive instructions from the PM/City and to execute the orders or directions of the PM/City, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. Provide such superintendence regardless of the amount of work sublet.

The Contractor must have a means to unload/load wire, conduit and equipment off of a flatbed delivery truck at storage sites. Contractor must also have the means to communicate with FPL local warehousemen to pick up any material needed.

The Contractor shall complete the work phase, as defined and accepted, in its entirety that supports and provides efficiency with FPL's portion of the work they are to perform. This shall include providing FPL crews access, ingress and egress, mobilization and other means for the removal of existing aerial facilities, and other work in an expeditious manner. The Contractor will be required to provide the PM/City with project status and engagement efforts with FPL work at each weekly meeting throughout the project.

Method of Measurement - The quantity for FPL related items identified in the bid tabulation table below and for under this section will be the respective unit(s). The quantity for the FPL aerial conversions, underground conversions, meter replacements, and looping under this section will be each as indicated on the bid tabulation. The units listed in the schedule of values are approximate and should be independently verified by the contractor against the plans before performing any work. Any differences should be immediately brought to the attention of the PM with a copy of the findings to the PM/City.

All unit prices for conduit shall include ALL necessary work required for full completion, including but not limiting tie-ins, bore pits, sweeps to equipment, and all other incidental efforts required to successfully perform the installation.

All unit prices for cable shall include ALL necessary work required for full completion, including but not limiting tie-ins, make-ready to equipment, and all other incidentals required to successfully perform the installation.

All unit prices for FPL equipment shall include ALL necessary work required for full completion of the installation, including but not limiting, chambers, vaults, concrete pads, conduit connections, wiring, and all other incidentals required to successfully complete the full installation(s).

All unit prices for splice box, handholes, or vaults shall include all necessary work required for full completion of the installation and conduit connections.

All meter box connection work shall include all the necessary efforts to connect new underground service to the existing meter. This shall include capping existing weatherheads safely above the roof. Notifying the property owner and scheduling an acceptable time for the required outage.

Easement coordination shall include assisting PM with confirming the placement of the equipment and identifying any conflicts within 45 days of NTP, assisting with the notification of property

owners in advance of the work (minimum 30-day notification), and scheduling the work with the property owner.

Switching Coordination shall be the full responsibility of the Contractor. This includes the Contractor providing all FPL required redlines, as-builts, drawings, bore logs, and all other details and providing the required documentation in an expeditious manner. The Contractor shall provide a detailed report to the PM during this process on a weekly basis identifying the status.

Basis of Payment -

The per each quantity for FPL related items identified below shall be paid for at the contract unit per item. Said per each unit item shall include the actual units required and documented recording of the field measure units where applicable. All unit cost shall include all related cost to perform the entire work. This shall also include the safe storage, tracking, and coordination with FPL for all related materials. Payment shall be made under:

III. FPL INFRASTRUCTURE	DESCRIPTION	APROX QNTY	
FPL-630-1-12	FPL Conduit 1PN1C DIRECTIONAL BORE	4,900	LF
FPL-630-2-12	FPL Conduit 2PN2C DIRECTIONAL BORE	4,000	LF
FPL-630-3-12	FPL Conduit 3PN3C DIRECTIONAL BORE	33,550	LF
FPL-630-4-12	FPL Conduit 4PN4C DIRECTIONAL BORE	100	LF
FPL-630-6-12	FPL Conduit 6PN6C DIRECTIONAL BORE	16,500	LF
FPL-FNC-6-12	FPL Conduit FNC DIRECTIONAL BORE	30,300	LF
FPL-630-SECNDRY	FPL Secondary Conduit	18,175	LF
FPL-635-SB-1	FPL Splice Box (Feeder)	15	EA
FPL-635-SB-2	FPL Splice Box (Primary)	70	EA
FPL -635-HH-1	FPL 30" Handhole / Above Ground Pedestal	55	EA
FPL-FEEDER CBL	FPL Feeder Cable pull (Wire)	36,000	LF
FPL-PRMRY-CBL	FPL Primary cable pull (Wire)	193,000	LF
FPL SERV CABL	FPL Secondary Cable (Wire)	19,000	LF
FPL -635-SWC-1	FPL PME 9/PME 11/Switch Cabinet Installation	54	EA
FPL-635-TSF-1	FPL Transformer & Pad (SINGLE PHASE)	64	EA
FPL-635-TSF-1	FPL Transformer & Pad (3-PHASE)	20	EA
FPL-635-TSF-1	FPL Transformer & Pad (OPEN DELTA)	13	EA
FPL-635-CAP-1	FPL Capacitor Bank Installation	4	EA
FPL - PED-1	FPL 3-Phase Pedestals	14	EA
FPL-635-WH-1	FPL Meter Box Connections	275	EA
FPL-UG-CONV	CONVERSION OF CURRENTLY UNDERGROUNDED SERVICES	275	EA
FPL-UG-COM CONV	CONVERSION OF COMMERCIAL UNDERGROUNDED SERVICES	155	EA
FPL-EASEMENT	COORDINATION OF EASEMENTS	126	EA
FPL-EASEMENT SUR	EASEMENT SURVEY	85	EA
FPL-OH-CONV	CONVERSION OF AERIAL SERVICES	300	EA
FPL-UG-CONV	CONVERSION OF UG SERVICES	55	EA
FPL-MISC/COORD	INCIDENTALS/COORDINATION/MANAGEMENT	1	LS
FPL-SWITCHING	SWITCHING/FPL COORDINATION	1	LS

TP CARRIER INFRASTRUCTURE

As part of this undergrounding project, Contractor shall be experienced and able to perform all aspects of the required conduit installation for the Carriers. Additionally, the Contractor shall construct, and as-built all work as part of this project. The Contractor shall facilitate coordination with Cox Communication, Century Link, and Uniti in conjunction with the FPL underground conversion activities, and in full coordination with all work designated as part of this project and provide detailed as-builts of all final project work performed by the Contractor in an acceptable format to the respective utility owners and to the Project Manager "PM"/City. The Contractor shall perform minimally invasive work operations, including but not limiting, clearing & grubbing activities to reduce impacts and footprint to State, County, City and property owner rights-of-way. The Contractor shall be responsible for restoration as part of this undergrounding project.

The Contractor shall coordinate each of the Carrier work plans and consolidate the conduit installation for ultimate cost and schedule efficiencies. The Contractor shall provide notification to residents or business at a minimum of (4) weeks prior to construction by providing acceptable notices. All notices shall be coordinated with the PM/City for content and distribution.

Perform all work in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, as specified in the Plans and Contract Documents. Contractor shall not take advantage of any apparent error or omission discovered in the Contract Documents, but immediately notify the PM/City in writing of such discovery. The PM/City will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the Contract Documents.

The work shall consist of conduit installation to the respective carriers where applicable. Also inclusive to the items of work as part of this project, the Contractor shall provide all required labor, equipment for performing operations, safety, storage and protection of materials on site, or storage area, installation of conduits, directional bores, NPDES, removal of waste, and bore pits as required. The Carriers will provide the conduit and sweep locations.

The Contractor shall maintain all necessary separation requirements in consideration of all work as part of the project. Installation shall be placed uniformly along the right-of-way, in dedicated easements where applicable, and include for all necessary connection points. Prior to any construction activities the Contractor shall immediately coordinate with all respective stakeholders to verify existing and proposed facilities, review potential conflicts against field site layout, and notify the PM/City of any findings. The Contractor shall continue to engage throughout the project with all Carriers and other existing utilities. This includes but not limited to,

confirm design plans, criteria, establish acceptable schedule, and coordination to accommodate for and construct the portions required as part of this undergrounding project.

The Contractor shall exercise safe practices during all work activities and abide with state and governing jurisdictions rules and requirements especially when working around existing utilities; including but not limited to, Sunshine One Call (811) – The Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes, requiring excavators to get underground utility lines located by contacting Sunshine 811 two full business days before digging.

The Contractor will be required to ensure the running line for the new conduit infrastructure is reviewed in the field prior to the work taking place. The Contractor shall coordinate with PM/City to ensure proper integration with the running lines and to identify and build the infrastructure in such manner as to avoid scheduling inefficiencies. The proposed infrastructure shall be installed to the closest extent possible to the current right-of-way, meet all separation requirements, applicable industry requirements, and be installed in the most cost-efficient manner.

The Contractor shall ensure that all portions of the work to be performed by Cox Communication, Century Link, and Uniti is successfully coordinated throughout the project to avoid schedule delays. The Contractor shall coordinate with the carriers on a routine basis and provide the PM/City with progress updates each month. The communications facilities typically consist of fiber optic cables, coaxial cables, fiber nodes, terminal boxes and amplifiers facilitated by Cox Communication, Century Link, and Uniti, respectively. The Contractor shall coordinate with the carriers on a routine basis and provide the PM/City with progress updates each month.

The communications facilities typically consist of fiber optic cables, coaxial cables, fiber nodes, terminal boxes and amplifiers facilitated by Cox Communication, Century Link, and Uniti, respectively. For a large part, the Carriers will provide the conduit and the Contractor will install the provided conduit via directional bore providing acceptable sweeps at certain points along the project. In some instances, the Contractor will be required to provide and install the conduit. The Contractor, and in coordination with the respective Carriers, shall identify and stake out the locations where the proposed conduit access points/sweeps where the Carriers will need to install their fiber, coax, pedestals/vaults, equipment. Following the completion of the Contractors conduit installation, the Carriers will perform the installation of their facilities and perform aerial wreck-out.

The Contractor shall provide a minimum 30-day notification to the Carriers and the PM/City for work completed. The Contractor shall coordinate the Carriers portion of the work to align with the FPL pole removal in an expeditious manner. The Contractor coordination and notification shall include full consideration of all Cox Communication, Century Link, and Uniti facilities to avoid delays in pole removal.

Prior to construction the Contractor shall identify in their plan the proposed alignment in all areas where directional bore or alignment shifts are to be made to minimize or avoid major obstructions and/or beautification impacts. Conduits shall be installed at the Carriers required minimum depths and meet FDOT depth requirements when in the Departments rights-of-way.

Contractor shall ensure the construction of the proposed infrastructure is consistent with the permitted improvements. The Contractor shall be responsible for all related permitting not acquired by the City or the utility owners including any environmental, governmental or other FDOT required permitting that is necessary for the work. This includes, but is not limited to, maintenance of traffic, demolition, de-watering, environmental, directional drilling/bores, etc. The Contractor shall provide final as-builts necessary to meet the permit conditions and final documentation must be acceptable to all respective agencies, including FPL.

Immediately following NTP, a site review of the corridor should be conducted by the Contractor and an invitation made to available parties. Any areas of concerns or other unique situations should be identified. The Contractor shall also take pre-construction video of the project and make a copy available to the PM/City. Any claims by individuals regarding damage to site or property that arise during the project shall be supported by Contractor pre-construction video or photo documentation to soundly dispute claim otherwise the Contractor will be responsible for restoration at their expense.

The Contractor shall use sound engineering practices in regard to survey, construction, as-builts, and maintenance of traffic during construction, requirements relative to Project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public. The Contractor shall be responsible for due diligence with FPL and the PM/City to identify and include any additional work or documents needed that are not included in reference documents herewith.

The Contractor shall comply with applicable ordinances, codes, statutes, specifications, rules, and regulations of State of Florida, FDOT permitting, applicable codes, Century Link requirements, Cox Communication requirements, Uniti requirements, Uniti requirements, and applicable regulations of Federal Government, OSHA, NPDES, and applicable safety criteria.

For all Carrier work for this project, the Contractor shall comply with plans, survey as-built requirements, typical sections, installation guidelines/requirements, specifications, and details. The Contractor shall review the plans and perform a site review and provide the PM/City with notification of any constructability or design flaws a minimum of 45 days prior to commencement of work activities. The Contractor shall provide the PM/City a detailed written summary report of any

constructability or design flaws immediately after confirmation of error or conflict. If the Contractor utilizes any storage or equipment sites within the City, whether owned by individual parties or the City, the site must be restored to original condition, satisfactory to all property owners.

Method of Measurement - The quantity to be paid for under this section will be linear for installation of Carrier conduit and any associated cost involved to install the conduit. Copies of all measured areas shall be provided to the City.

Basis of Payment - The linear quantity for Carrier provided conduit items identified below shall be paid for at the contract unit price per linear foot (LF). The linear quantity for Contractor provided conduit items identified below shall be paid for at the contract unit price per linear foot (LF).

Payment shall be made under:

IV. CARRIERS	OPTIONAL BID ITEMS		
CARRIER C-01	(4) 2" Conduit DIRECTIONAL BORE "COX" (Install)	18,500	LF
CARRIER C-02	(3) 2" Conduit DIRECTIONAL BORE "Uniti" Fiber (Install)	17,000	LF
CARRIER C-03	(3) 2" Conduit DIRECTIONAL BORE "Century" Link (Install)	17,000	LF
CONDUIT-01	(1) 2" Conduit HDPE (Furnish)	18,500	LF
CONDUIT-02	(2) 2" Conduit HDPE (Furnish)	18,500	LF
CARRIER-COORD	COORDINATION	1	LS

TP FPL STREETLIGHT INFRASTRUCTURE

The Contractor shall be experienced and able to perform all aspects of the conduit installation for FPL streetlighting and as part of the undergrounding project. Additionally, the Contractor shall construct, and as-built all work as part of this project. The Contractor shall perform minimally invasive work operations, including but not limiting, clearing & grubbing activities to reduce impacts and footprint to State, County, City and property owner rights-of-way. The Contractor shall be responsible for restoration as part of this undergrounding project.

Perform all work in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, as specified in the Plans and Contract Documents. Contractor shall not take advantage of any apparent error or omission discovered in the Contract Documents, but immediately notify the PM/City in writing of such discovery. The PM/City will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the Contract Documents.

The work shall consist of FPL streetlight conduit installation where applicable. Also inclusive to the items of work as part of this project, the Contractor shall provide all required labor, equipment for performing operations, safety, storage and protection of materials on site, or storage area, installation of conduits, directional bores, NPDES, removal of waste, and bore pits as required. The Carriers will provide the conduit and sweep locations.

The Contractor shall exercise safe practices during all work activities and abide with state and governing jurisdictions rules and requirements especially when working around existing utilities; including but not limited to, Sunshine One Call (811) - The Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes, requiring excavators to get underground utility lines located by contacting Sunshine 811 two full business days before digging.

The Contractor shall provide a minimum 30-day notification to FPL and the PM/City for work completed and ready for FPL red-line review and readiness for switching. The Contractor shall coordinate the switching process with FPL and fully coordinate scheduling with the PM/City. The City desires the work be performed and coordinated so that the pole removal is performed expeditiously and to avoid delays in FPL pole removal.

Prior to construction the Contractor shall identify in their plan the proposed alignment in all areas where directional bore or alignment shifts are to be made to minimize or avoid major obstructions and/or beautification impacts. Conduits shall be installed at the required FPL minimum depth for streetlighting conduit and meet FDOT depth requirements when in the Departments rights-of-way and as applicable.

Contractor shall ensure the construction of the proposed infrastructure is consistent with the permitted improvements. The Contractor shall be responsible for all related permitting not acquired by the City or the utility owners including any environmental, governmental or other FDOT required permitting that is necessary for the work.

This includes, but is not limited to, maintenance of traffic, demolition, de-watering, environmental, directional drilling/bores, etc. The Contractor shall provide final as-builts necessary to meet the permit conditions and final documentation must be acceptable to all respective agencies, including FPL.

The Contractor shall comply with applicable ordinances, codes, statutes, specifications, rules, and regulations of State of Florida, FDOT permitting, applicable codes, FPL requirements, AT&T requirements, Cox Communication requirements, and applicable regulations of Federal Government, OSHA, NPDES, and applicable safety criteria.

For all FPL Streetlight work for this project, the Contractor shall comply with plans, survey as-built requirements, typical sections, installation guidelines/requirements, specifications, and details. The Contractor shall review the plans and perform a site review and provide the PM/City with notification of any constructability or design flaws a minimum of 45 days prior to commencement of work activities. The Contractor shall provide the PM/City a detailed written summary report of any constructability or design flaws immediately after confirmation of error or conflict. If the Contractor utilizes any storage or equipment sites within the City, whether owned by individual parties or the City, the site must be restored to original condition, satisfactory to all property owners.

Method of Measurement - The quantity to be paid for under this section will be linear for installation of FPL streetlight conduit and any associated cost involved to install the conduit. Copies of all measured areas shall be provided to the City.

Basis of Payment - The linear quantity for FPL streetlight conduit items identified below shall be paid for at the contract unit price per linear foot (LF).

Payment shall be made under:

FPL-SL-001	FPL STREETLIGHT (1) 2" Conduit DIRECTIONAL BORE	LF
FPL-SL-002	FPL STREETLIGHT (2) 2" Conduit DIRECTIONAL BORE	LF
FPL-SL-COORD	COORDINATION	LS

TP CONTRACT DURATION AND SCHEDULE MISCELLANEOUS

Description

The Contractor shall establish the contract duration for this task assignment for the FPL undergrounding. In no event shall the contract duration exceed 550 calendar days for this assignment, regardless of if other task assignments related to the undergrounding are being performed concurrently by Contractor. The Contractor shall provide a schedule supporting the proposed contract duration for this task assignment and shall identify the work activity durations provided are based on calendar days or working days. The Proposed Contract Time (PCT) reflected may be amended if delays associated with other City work creates reason for a time extension outside the Contractor's control.

The Contractor shall submit a baseline project schedule which supports the established contract duration. The Contractor's schedule shall include all undergrounding work in a logical sequence and in full consideration of all FPL

related work for this task assignment.

The Contractor shall maintain a current project schedule and submit schedule updates each month at estimate cut-off. Changes to schedule logic must be submitted to and accepted by the PM/City prior to incorporation into any monthly update.

If delays are encountered by the Contractor, non-compensable time may be granted if the Contractor can demonstrate to the PM/City that the efforts were properly coordinated and proven outside their control. All potential delays shall be immediately presented to the PM/City in writing within (7) days of impact to schedule. A preliminary request for an extension of contract time must be submitted in writing to the PM/City within ten calendar days after the commencement of a delay to work items associated with this task assignment. If the Contractor fails to submit this required preliminary request for an extension of contract time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of contract time for that delay. Each request for an extension of contract time shall include as a minimum the commencement date of the delay, the cause of the delay, and the item of work affected by the delay.

The Contractor shall provide any such delay with a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay. Failure by the Contractor to comply with the ten-calendar day notice shall constitute a waiver of the claim. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not work items specific to this undergrounding project.

Request for a contract time extension shall include as a minimum all documentation that the Contractor wishes the City to consider related to the delay, and the exact number of days requested to be added to contract time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a contract time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a contract time extension, with or without a detailed cost analysis, depriving the City of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of contract time or additional compensation for the delay.

When Contractors leave any equipment overnight on-site, All Contractor's equipment shall be properly placed where it will not be a hazard to the driving or walking public. The equipment will be properly safety taped/coned and secured.

The minimum number of activities included in the Schedule shall be those listed in the Schedule of Values and those listed below at a minimum:

- Materials Quality Tracking

- Long Lead Item procurements
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Maintenance of Traffic
- Permitting
- Utility Coordination
- FPL Scheduled Work
- Carrier Scheduled Work
- FPL Streetlighting Work

All work shall require close coordination with all respective stakeholders and allowances for work when required, including connections, by others and shall be included in the schedule. The schedule shall be fully integrated to achieve final completion within the maximum contract duration time. The Contractor is responsible for planning the work in a manner that properly considers all project elements, the need for continued service, and the final schedule for completion.

The Contractor will be responsible for notifying the Owner as sections are completed and submit required final as-builts upon section completion. The Contractor shall provide updated “as-built” plans reflecting the final conditions as the work is completed.

The Contractor shall be responsible for coordinating construction activities with other construction Projects that are impacted by or impact this Project. This includes Projects under the jurisdiction of City, FDOT, local governments, or other regional and state agencies.

The Contractor shall anticipate periodic meetings with PM/City personnel and other agencies for construction issues. Upon issuance of NTP Contractor shall initiate specific meetings with each stakeholder to discuss construction and design elements with the PM/City present. These meetings may include:

- Technical issue resolution
- Stakeholder coordination meetings
- Weekly progress meetings
- Easement coordination
- Local government and Utility agency coordination
- Schedule

During construction, the Contractor shall meet with PM/City on a weekly basis and provide a one-week look ahead for activities to be performed during the coming week. The Contractor shall, on a bi-weekly basis, provide written progress reports that describe the items of concern and the work performed on each scheduled task. The Contractor shall provide all support necessary to hold various public meetings,

which may include:

Public Information Meetings, meetings with elected and appointed officials, and meetings with special interest groups (private groups, homeowner associations, environmental groups, minority groups and individuals)

The Contractor shall attend meetings as requested by the PM/City for the term of the contract to support the public involvement program. Meetings to provide updates to parties interested in the construction of the project will be publicly advertised and will take place at City Hall.

The Contractor shall provide all technical assistance, data and information necessary for the day-to-day exchange of information with the public, all agencies and elected officials to keep them informed as to the progress and impacts the proposed project will create. This includes workshops, information meetings, and public hearings. The Contractor shall, on an as-needed basis, attend the meetings with an appropriate number of personnel to assist the PM/City's Project Representative.

The Contractor shall be responsible for the professional quality, technical accuracy and coordination of all surveys, drawings, as-builts, and other services furnished under this contract. The Contractor shall describe how the check and review processes are used to document and that required procedures are followed. The Contractor shall, without additional compensation, correct all errors or deficiencies in the work associated with this task assignment.

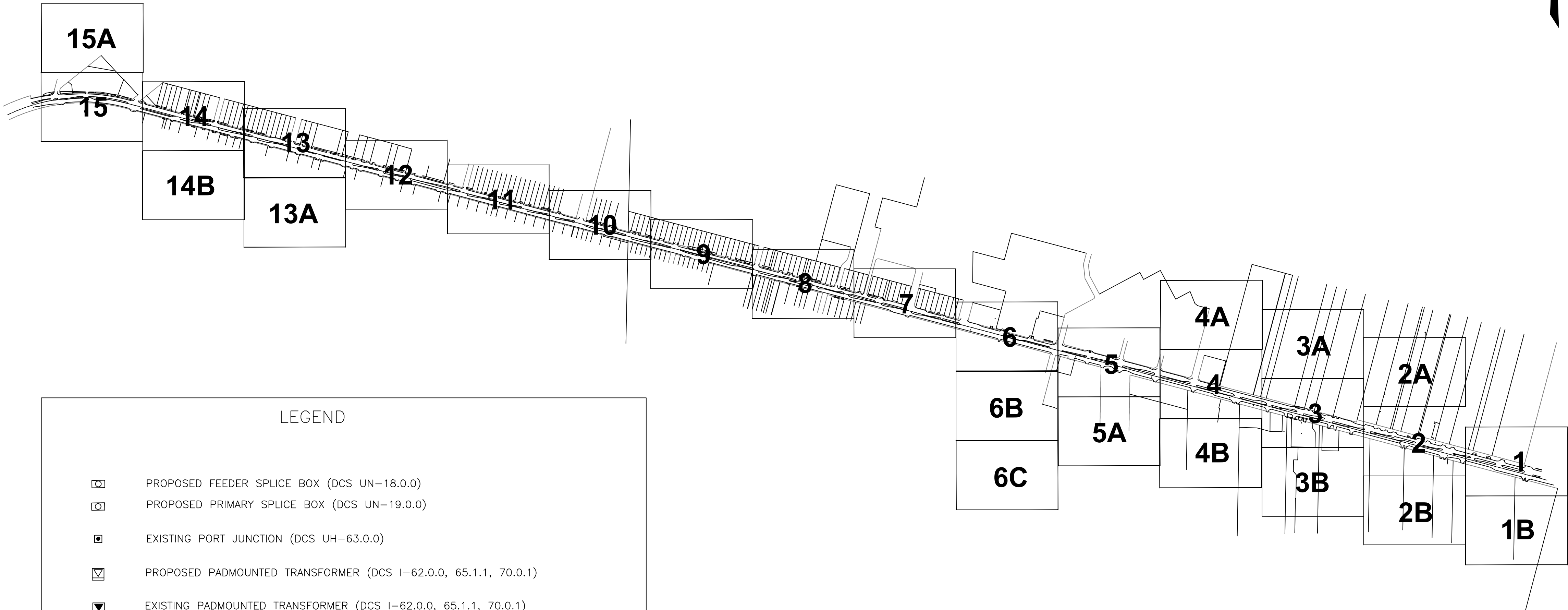
Price Proposal/Schedule-of-Values

City of Destin - Phase 1 Undergrounding

No.	Description	Qty.	Units	Unit Price	Total
I. GENERAL					
57-7	Survey, Stakeout & Record Drawings	1	LS		
101-1	Mobilization	1	LS		
102-1	Maintenance of Traffic	1	LS		
				SUBTOTAL	
II. CLEARING, GRUBBING, RESTORATION, AND SIDEWALK					
104-10-3	Sediment Barrier	5,500	LF		
110-1-1	Clearing & Grubbing	1	LS		
120-6	Sidewalk Restoration	12,000	SF		
				SUBTOTAL	
III. FPL INFRASTRUCTURE					
FPL-630-1-12	FPL Conduit 1PN1C DIRECTIONAL BORE	4,900	LF		
FPL-630-2-12	FPL Conduit 2PN2C DIRECTIONAL BORE	4,000	LF		
FPL-630-3-12	FPL Conduit 3PN3C DIRECTIONAL BORE	33,550	LF		
FPL-630-4-12	FPL Conduit 4PN4C DIRECTIONAL BORE	100	LF		
FPL-630-6-12	FPL Conduit 6PN6C DIRECTIONAL BORE	16,500	LF		
FPL-FNC-6-12	FPL Conduit FNC DIRECTIONAL BORE	30,300	LF		
FPL-630-SECNDRY	FPL Secondary Conduit	18,175	LF		
FPL-635-SB-1	FPL Splice Box (Feeder)	15	EA		
FPL-635-SB-2	FPL Splice Box (Primary)	70	EA		
FPL-635-HH-1	FPL 30" Handhole / Above ground Pedestals	55	EA		
FPL-FEEDER CBL	FPL Feeder Cable pull (Wire)	36,000	LF		
FPL-PRMRY-CBL	FPL Primary cable pull (Wire)	193,000	LF		
FPL SERV CABL	FPL Secondary Cable (Wire)	19,000	LF		
FPL-635-SWC-1	FPL PME 9/PME 11/Switch Cabinet Installation	54	EA		
FPL-635-TSF-1	FPL Transformer & Pad (SINGLE PHASE)	64	EA		
FPL-635-TSF-1	FPL Transformer & Pad (3-PHASE)	20	EA		
FPL-635-TSF-1	FPL Transformer & Pad (OPEN DELTA)	13	EA		
FPL-635-CAP-1	FPL Capacitor Bank Installation	4	EA		
FPL - PED-1	FPL 3-Phase Pedestals	14	EA		
FPL-635-WH-1	FPL Meter Box Connections	275	EA		
FPL-UG-CONV	CONVERSION OF CURRENTLY UNDERGROUNDED SERVICES	275	EA		
FPL-UG-COM CONV	CONVERSION OF COMMERCIAL UNDERGROUNDED SERVICES	155	EA		
FPL-EASEMENT	COORDINATION OF EASEMENTS	126	EA		
FPL-EASEMENT SUR	EASEMENT SURVEY	85	EA		
FPL-OH-CONV	CONVERSION OF AERIAL SERVICES	300	EA		
FPL-UG-CONV	CONVERSION OF UG SERVICES	55	EA		
FPL-MISC/COORD	INCIDENTALS/COORDINATION/MANAGEMENT	1	LS		
FPL-SWITCHING	SWITCHING/FPL COORDINATION	1	LS		
				SUBTOTAL	
IV. CARRIERS					
OPTIONAL BID ITEMS					
CARRIER C-01	(4) 2" Conduit DIRECTIONAL BORE "COX" (Install)	18,500	LF		
CARRIER C-02	(3) 2" Conduit DIRECTIONAL BORE Uniti Fiber (Install)	17,000	LF		
CARRIER C-03	(3) 2" Conduit DIRECTIONAL BORE Century Link (Install)	17,000	LF		
CONDUIT-01	(1) 2" Conduit HDPE (Furish)	18,500	LF		
CONDUIT-02	(2) 2" Conduit HDPE (Furnish)	18,500	LF		
CARRIER-COORD	COORDINATION	1	LS		
				SUBTOTAL	
V. CARRIERS					
FPL STREETLIGHT INFRASTRUCTURE					
FPL-SL-001	FPL STREETLIGHT (1) 2" Conduit DIRECTIONAL BORE	32,000	LF		
FPL-SL-002	FPL STREETLIGHT (2) 2" Conduit DIRECTIONAL BORE	32,000	LF		
FPL-SL-COORD	COORDINATION	1	LS		
				SUBTOTAL	
VI. BOND					
BOND-001	BONDING	1	LS		
				SUBTOTAL	
SUMMARY					
I. GENERAL					
II. CLEARING, GRUBBING, RESTORATION, AND SIDEWALK					
III. FPL INFRASTRUCTURE					
IV. CARRIERS					
V. FPL STREETLIGHT INFRASTRUCTURE					
VI. BOND					
SUBTOTAL					
AWARD: Base Bid Total =					\$
Written in Words: _____					

					\$

WR 11341323 - CITY OF DESTIN CONVERSION - UG FOR CONSTRUCTION



LEGEND

-  PROPOSED FEEDER SPLICE BOX (DCS UN-18.0.0)
-  PROPOSED PRIMARY SPLICE BOX (DCS UN-19.0.0)
-  EXISTING PORT JUNCTION (DCS UH-63.0.0)
-  PROPOSED PADMOUNTED TRANSFORMER (DCS I-62.0.0, 65.1.1, 70.0.1)
-  EXISTING PADMOUNTED TRANSFORMER (DCS I-62.0.0, 65.1.1, 70.0.1)
-  EXISTING OPEN WYE-OPEN DELTA TRANSFORMER (DCS I-68.0.2)
-  PROPOSED PADMOUNTED DISCONNECT SWITCH (DCS C-32.0.1, 32.0.2, 32.0.3)
-  EXISTING SOLID BLADE SWITCH (UH-20.0.0 F1)
-  PROPOSED DISCONNECT SWITCH (UH-15.3.1)

TWNP:00S. RNG:00E. SEC:00 QTR:_____

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY	C. OCHOA	CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL		
Initials		Foreman's Signature		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY	C.OCHOA		DWG NO. GP	
Cert. Date		Date		Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet			DATE	11/14/22			WR:11341323
Supervisor's Signature		Date		All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		CITY DR. DIST. COUNTY AIR STATE RD FAA		WMD RR XING COUNTY RD. TRANSM.			MAP NO.	-			
Foreman's Signature		Date		Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐		0 20 40 80 FEET		11341323-34-323			

GENERAL NOTES:

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

CONSTRUCTION NOTES - WR# 11341247

REQUIRED DRAWINGS
FOR CONSTRUCTION NOTES SEE DWG#

COORDINATE WITH:
WR 11341326 - OH FDR Hardening
WR 11341335 - OH Equivalent
WR 11341340 - OH Make Ready
WR 11341346 - OH Removal

STANDARD NOTES
ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRIC MARKER (XXX') DENOTED CABLE PULL DISTANCE
UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING
INSTALL NEUTRAL BOND FOR COMMUNICATIONS COMPANIES AT ALL SINGLE PHASE TRANSFORMERS PER D.C.S., G-11.0.0
GENERAL GROUNDING, GUYING AND U-GUARD NOTES:
- U-GUARDS (DCS UH-14.0.0 AND UH-14.0.2)
- WOOD POLES - USE TAPCON FASTENERS IN ALL BASE SECTION HOLES AND EVERY OTHER HOLE OF TOP SECTIONS.
- CONCRETE POLES - USE AT LEAST 10 TAPCON FASTENERS PER 10 FOOT U-GUARD SECTION. FOR SHORTER SECTIONS, USE AT LEAST 6 TAPCON FASTENERS.
- BACK PLATE (UH-14.0.1) REQUIRED ON FIRST 10 FOOT SECTION ABOVE GROUND (WOOD AND CONCRETE POLES)
- GUYING (DCS D-2.0.0) - GUYS SHALL HAVE A GUY MARKER (GUY GUARD) INSTALLED AT ALL LOCATIONS.
- RISERS (DCS G-10.1.0 AND G-10.2.0) - BOND ALL METAL RISER CONDUITS ON POLES.
- GROUND RODS (DCS G-3.0.1) - TOP MUST BE A MINIMUM OF 6 INCHES BELOW GRADE.
UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

ADDITIONAL CONSTRUCTION NOTES

LOC 1.4:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON E. QUAD OF POLE

LOC 1.5:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON N. QUAD OF POLE

LOC 3.4:
- INSTALL 3PH PRIMARY RISER PER DCS UH-20.0.0 FIG 2
- INSTALL 1-5" U-GRD ON S. QUAD OF POLE

LOC 4.8:
- INSTALL 3PH PRIMARY RISER PER DCS UH-20.0.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 8.1:
- INSTALL 3PH PRIMARY RISER PER DCS UH-15.1.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 17.1:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON E. QUAD OF POLE

LOC 23.2:
- INSTALL 3PH PRIMARY RISER PER DCS UH-15.1.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 24.1:
- INSTALL 3PH PRIMARY RISER PER DCS UH-20.0.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 33.1:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON E. FACE OF POLE

LOC 40.1:
- INSTALL (2) 3PH PRIMARY RISERS, BACK TO BACK PER DCS UH-15.2.0
- INSTALL 1-5" U-GRD ON E. FACE OF POLE
- INSTALL 1-5" U-GRD ON W. FACE OF POLE

LOC 47.1:
- INSTALL (2) 3PH PRIMARY RISERS, BACK TO BACK PER DCS UH-15.2.0
- INSTALL 1-5" U-GRD ON E. FACE OF POLE
- INSTALL 1-5" U-GRD ON W. FACE OF POLE

LOC 57.1:
- INSTALL (2) 3PH PRIMARY RISERS, BACK TO BACK PER DCS UH-15.2.0
- INSTALL 1-5" U-GRD ON E. FACE OF POLE
- INSTALL 1-5" U-GRD ON W. FACE OF POLE

LOC 62.1:
- INSTALL 3-900A GOAB SWITCH PER GULF SUG 19001
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

LOC 61.7:
- INSTALL (2) 3PH PRIMARY RISERS, BACK TO BACK PER DCS UH-15.2.0
- INSTALL 1-5" U-GRD ON E. FACE OF POLE
- INSTALL 1-5" U-GRD ON W. FACE OF POLE

LOC 65.1:

- INSTALL 3PH PRIMARY RISER PER DCS UH-15.1.0 FIG 1
- INSTALL 1-5" U-GRD ON W. QUAD OF POLE

PME DEADFRONT PAD MOUNTED SWITCHGEAR
PME-9
- INSTALL 15KV PME-9 PER DCS C-32.0.1 THROUGH C-32.0.4
- INSTALL CONCRETE PAD PER UX-122.0.0
LOC 2, 3, 4, 5, 8, 9, 10, 11, 12, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 30, 34, 35, 39, 40, 42, 44, 45, 47, 51, 52, 54, 55, 56, 57, 58, 59, 60, 61, 65, 66, 67, 68, & 69

PME-11
- INSTALL 15KV PME-11 PER DCS C-32.0.1 THROUGH C-32.0.4
- INSTALL CONCRETE PAD PER UX-122.0.0
LOC 1, 6, 7, 13, 17, 18, 33, 62, 63, & 64

3PH 1200KVAR PAD-MOUNTED CAPACITOR BANK
- INSTALL 15KV 200A 95KV BIL 1200KVAR PAD-MOUNTED CAPACITOR BANK PER DCS J-4.0.0
- INSTALL CONCRETE PAD PER UX-108.0.0
LOC 34.1, 44.8, 59.7, & 64.1

SINGLE PHASE PMTX
- INSTALL ALL SINGLE PHASE DEADFRONT PADMOUNTED TRANSFORMERS (25KVA TRHOUGHT 75KVA) PER DCS I-65.1.1
- INSTALL ALL 100KVA SINGLE PHASE DEADFRONT PADMOUNTED TRANSFORMERS PER DCS I-65.0.1
- INSTALL ALL 167KVA SINGLE PHASE DEADFRONT PADMOUNTED TRANSFORMERS PER DCS I-62.0.1
- INSTALL ALL CONCRETE PADS PER UX-117.0.0

NEW 25KVA PMTX:
LOC 1.3, 4.1, 4.2, 4.7, 5.7, 5.9, 6.4, 9.1, 10.2, 11.1, 12.1, 13.1, 15.2, 16.2, 20.2, 25.7, 25.8, 34.6, 34.14, 34.16, 42.1, 47.11, 47.15, 51.1, 54.1, 54.2, 54.3, 54.4, 54.7, 56.8, 59.2, 61.9, 64.2, 64.3, & 64.4

EXISTING 25KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 15.4, 34.3, 34.12, 34.13, 34.16, & 56.12

EXISTING 37.5KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 15.3

NEW 50KVA PMTX:
LOC 25.3, 25.4, 26.1, 26.4, 26.7, 26.8, 34.9, 39.1, 39.2, 39.6, 42.2, 44.6, 47.5, 47.9, 58.1, 59.3, 61.5, 61.7, & 61.11

EXISTING 50KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 34.15

NEW 75KVA PMTX:
LOC 26.9, 44.2, 47.4, 56.2, & 61.1

EXISTING 75KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 25.2, 25.5, & 59.2

NEW 100KVA PMTX:
LOC 34.17, 44.1, 56.15, & 61.3

EXISTING 100KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 51.4, 56.6, 56.7, & 56.11

NEW 167KVA PMTX:
LOC 39.4

EXISTING 167KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 1-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 22.3, 39.3, & 51.3

3 PHASE OPEN DELTA PMTX
- INSTALL ALL 3PHASE OPEN DELTA DEADFRONT PADMOUNTED TRANSFORMERS PER DCS I-68.0.2
- INSTALL ALL CONCRETE PADS PER UX-115.0.0

EXISTING 25/25KVA OPEN DELTA PMTX
- TIE INTO EXISTING PMTX. INSTALL 2-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 56.19

EXISTING 37.5/25KVA OPEN DELTA PMTX
- TIE INTO EXISTING PMTX. INSTALL 2-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 5.3

NEW 50/25KVA OPEN DELTA PMTX
LOC 5.1, 11.2, 42.4, 44.4, & 59.1

EXISTING 50/25KVA OPEN DELTA PMTX
- TIE INTO EXISTING PMTX. INSTALL 2-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 34.4

NEW 50/50KVA OPEN DELTA PMTX
LOC 54.6 & 61.5

NEW 75/25KVA OPEN DELTA PMTX
LOC 34.7 & 39.5

EXISTING 75/37.5KVA OPEN DELTA PMTX
- TIE INTO EXISTING PMTX. INSTALL 2-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 34.5

NEW 75/50KVA OPEN DELTA PMTX
LOC 10.1

NEW 100/25KVA OPEN DELTA PMTX
LOC 47.2

NEW 100/50KVA OPEN DELTA PMTX
LOC 42.3

NEW 167/25KVA OPEN DELTA PMTX
LOC 44.5

3 PHASE PMTX
- INSTALL ALL 3PHASE DEADFRONT LOOP STYLE PADMOUNTED TRANSFORMERS (75KVA THROUGH 750KVA) PER DCS I-70.0.1
- INSTALL ALL CONCRETE PADS PER UX-114.0.0

EXISTING 3 PHASE 112KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 22.2 & 47.6

NEW 3 PHASE 150KVA (120/208V)
LOC 5.8, 11.9, 16.1, 20.1, 26.2, 26.6, 26.11, 34.8, 44.3, 47.8, 54.5, 58.4, & 61.2

NEW 3 PHASE 150KVA (277/480V)
LOC 6.3

EXISTING 3 PHASE 150KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 11.4, 39.7, 47.13, 47.14, & 56.13

EXISTING 3 PHASE 225KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 4.6, 5.4, 6.1, 6.6, 10.4, 44.7, 47.25, 58.2, & 59.4

NEW 3 PHASE 300KVA (120/208V)
LOC 26.3, 26.5, 56.1, 59.6, & 61.4

EXISTING 3 PHASE 300KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 56.5 & 56.21

NEW 3 PHASE 500KVA PMTX (120/208V):
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 6.2

EXISTING 3 PHASE 500KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 4.4, 5.12, & 11.7

EXISTING 3 PHASE 750KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 4.5, 5.6, 22.4, & 51.5

EXISTING 3 PHASE 1000KVA PMTX:
- TIE INTO EXISTING PMTX. INSTALL 3-200AMP 15KV ELBOW TERMINATOR PER DCS UH-29.0.1
LOC 1.1, 2.1, & 11.5

SPLICE BOX INSTALLATION
NEW 5'X10' FEEDER SPLICE BOX
- INSTALL ALL 5'X10' FEEDER SPLICE BOXES PER DCS UN-18.0.0
- INSTALL 1K-1K STRAIGHT SPLICES PER DCS UE-19.0.0 INSIDE SPLICE BOXES
LOC 4.9, 12.01, 14.01, 18.01, 22.6, 23.1, 63.01, 64.01, & 67.01

NEW 48" PRIMARY SPLICE BOX
- INSTALL ALL 48" PRIMARY SPLICE BOXES PER DCS UN-19.0.0
- INSTALL 1/0A - 1/0A STRAIGHT SPLICES PER DCS UE-19.0.0 INSIDE SPLICE BOXES
LOC 1.2, 2.2, 2.21, 4.41, 5.2, 5.5, 5.13, 5.31, 5.71, 6.5, 6.21, 9.2, 10.3, 11.3, 11.6, 11.8, 11.11, 11.41, 11.81, 12.2, 13.2, 15.1, 15.6, 15.31, 19.1, 19.2, 20.4, 22.1, 22.5, 22.25, 25.1, 25.6, 34.31, 39.8, 47.3, 47.7, 47.12, 51.2, 51.6, 56.3, 56.4, 56.9, 56.14, 56.17, 58.3, 59.5, 64.21, 67.2, 68.1, 69.1, & 69.2

EXISTING 48" PRIMARY SPLICE BOX
- TIE INTO EXISTING PRIMARY SPLICE BOX
- INSTALL 1/0A - 1/0A STRAIGHT SPLICES PER DCS UE-19.0.0 INSIDE SPLICE BOXES
LOC 4.3, 4.6, 5.11, 34.11, 56.16, & 56.18

EXISTING ABOVE GROND PEDESTAL
-TIE INTO EXISTING ABOVEGROUND PEDESTAL
- INSTALL 1/0A - 1/0A STRAIGHT SPLICES PER DCS UE-19.0.0 INSIDE PEDESTAL
LOC 14.1, 15.5, 66.1, 67.1, & 69.3

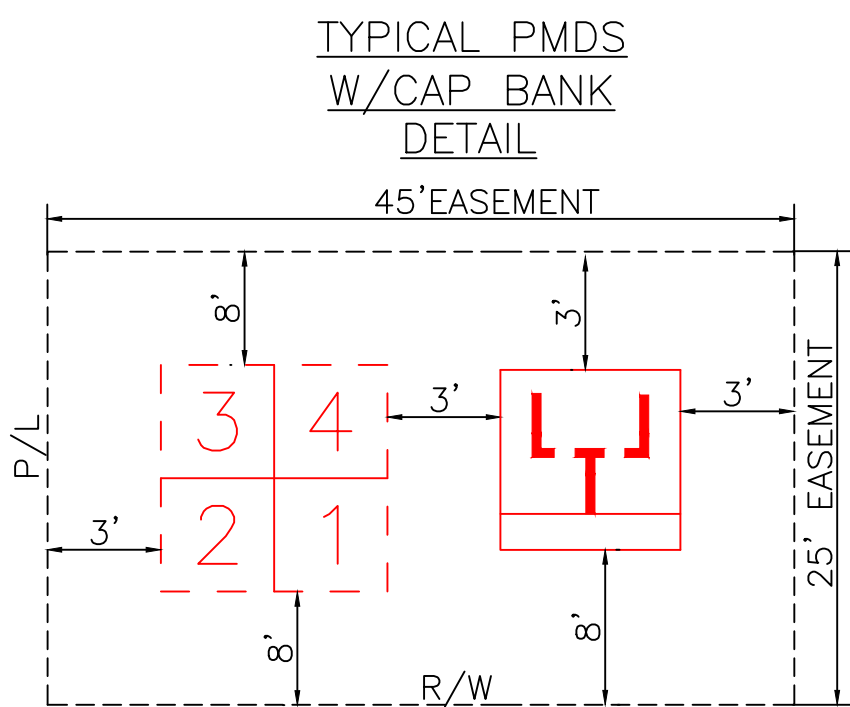
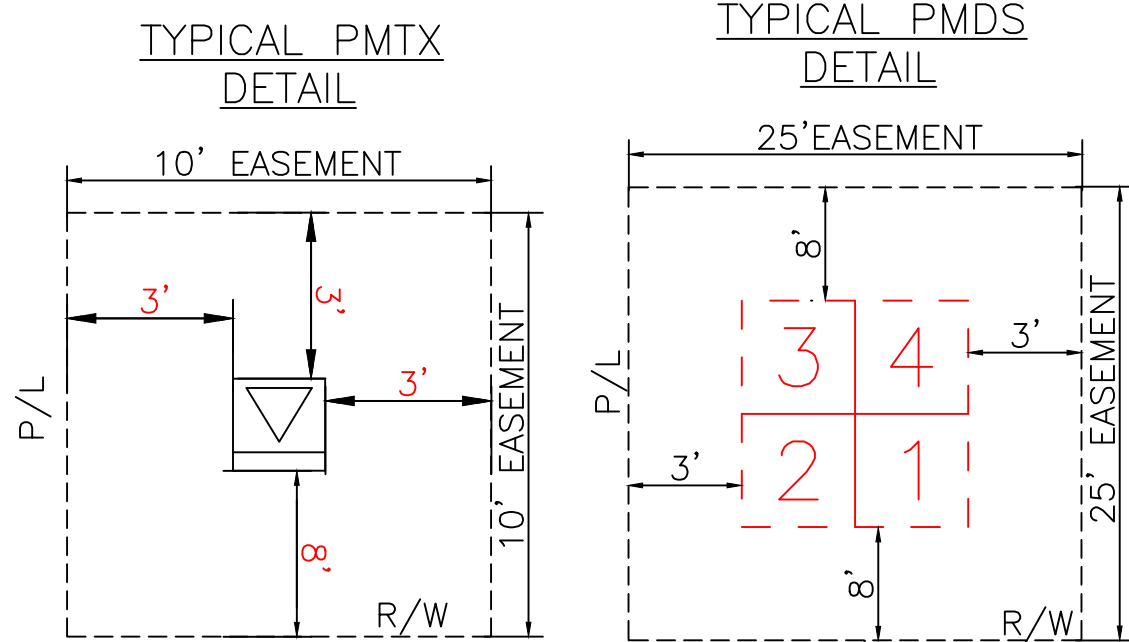
COMMERCIAL SVC SPANS
-CUSTOMER TO TRENCH/BACKFILL AND INSTALL CONDUIT, FPL CABLE AND METER CAN. ONCE ELECTRICAL INSPECTION OF NEW METER CAN IS COMPLETED BY CUSTOMER, FPL TO MAKE CONNECTIONS AND TAP UP SERVICE.
-ALL SPANS IN 2" CONDUIT UNLESS OTHERWISE NOTED

TWNP: 00S_ RNG: 00E_ SEC: 00_ QTR: _____

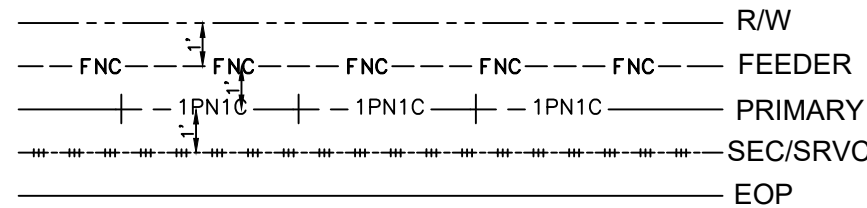
AS—BUILT COPY		AS—BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY—90 DESTIN/OKALOOSA, FL				
Initials Cert. Date		Foreman's Signature Date		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY						
Job CERTIFIED COMPLETED as shown on this AS—BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet			DATE						
Supervisor's Signature Date						CITY		DR. DIST.	COUNTY		AIR	STATE		RD	FAA	MAP NO.	—
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.						WMD		RR	XING		COUNTY	RD.		TRANSM.			
Foreman's Signature Date						Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐				DWG NO.	GP		
WR: 11341323 WR: D0113 — 41 — 323																	

CAD NAME: NO—NAME
PLOT TIME: 00:00:00
PLOT DATE: 00/00/00

LOCATION SKETCH
N.T.S.



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

FOR CONTINUATION SEE PAGE 1B

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY	AS-BUILT CREW PRINT
Initials	Cert. Date
Foreman's Signature	Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature	Date
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature	Date

Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet		
CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA	
	WMD	RR XING	COUNTY RD.	TRANSM.	
Posted by	Telephone Request?	YES ☐ NO ☐	CATV Request?	YES ☐ NO ☐	

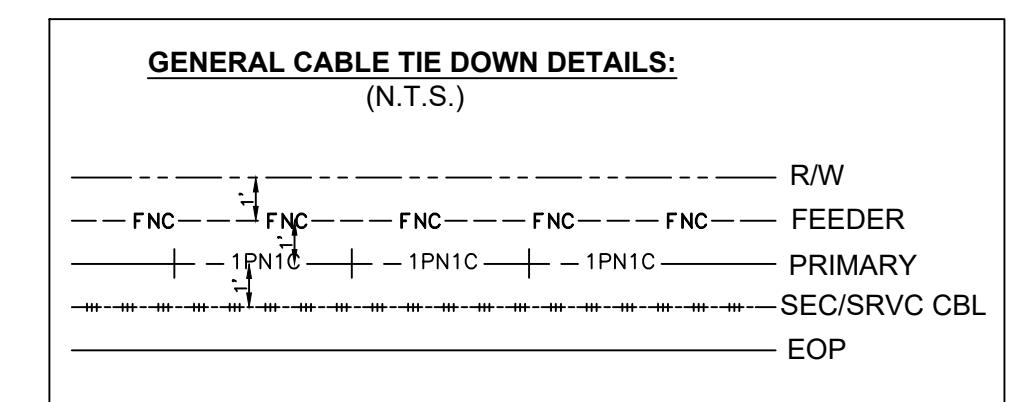
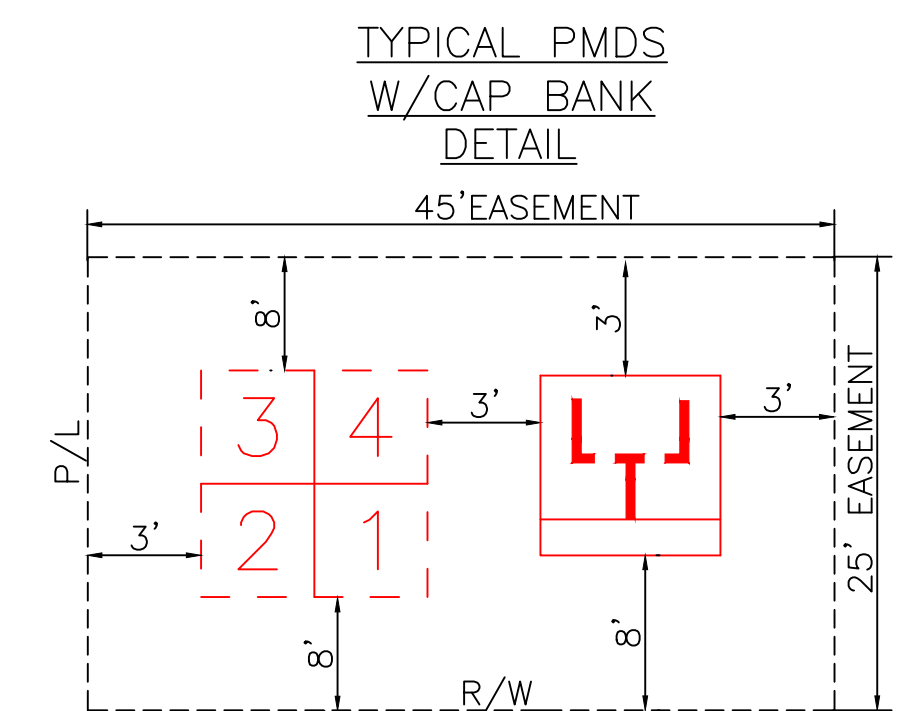
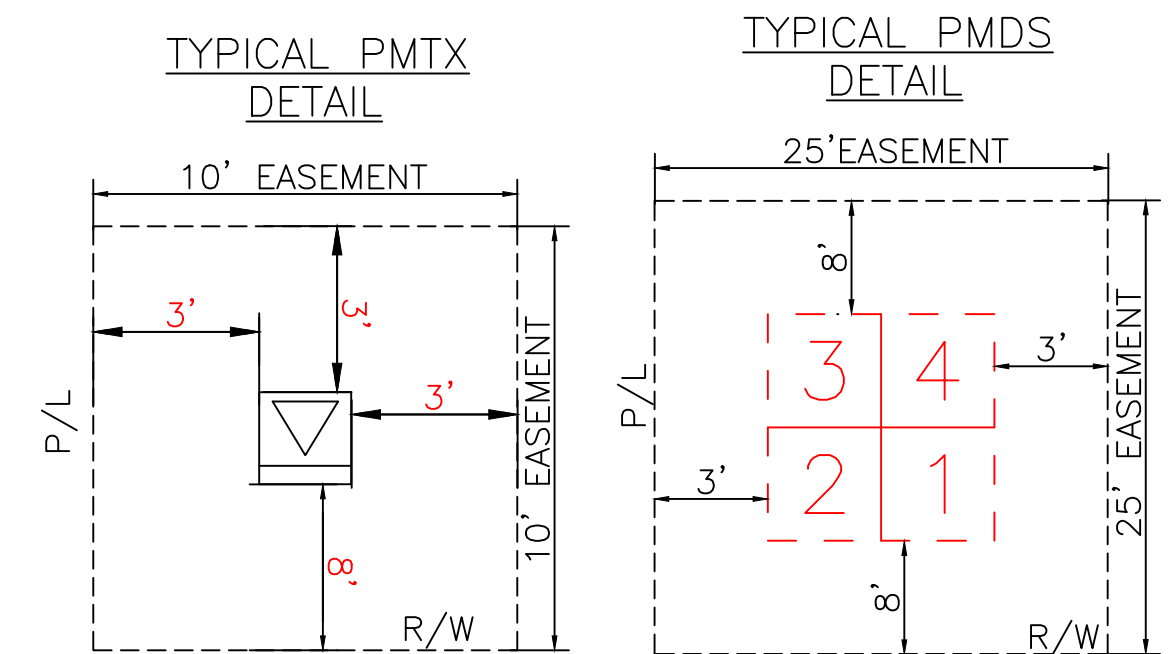
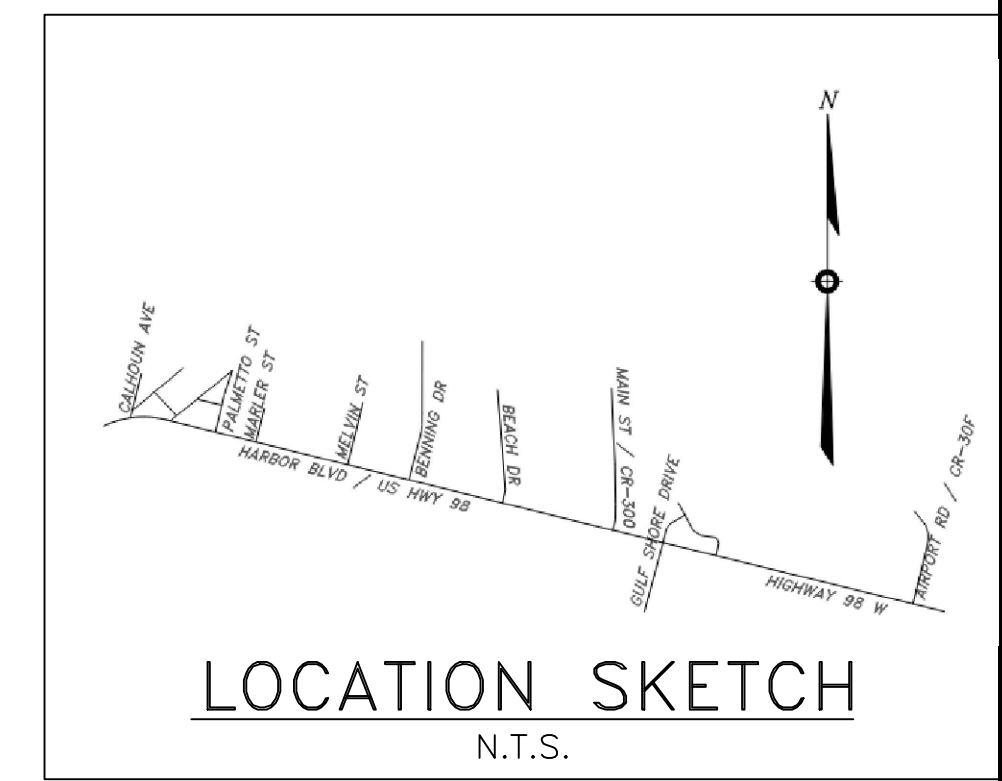
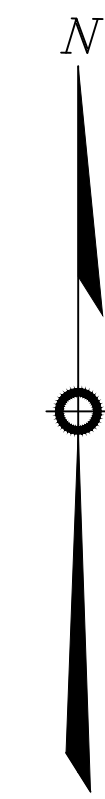
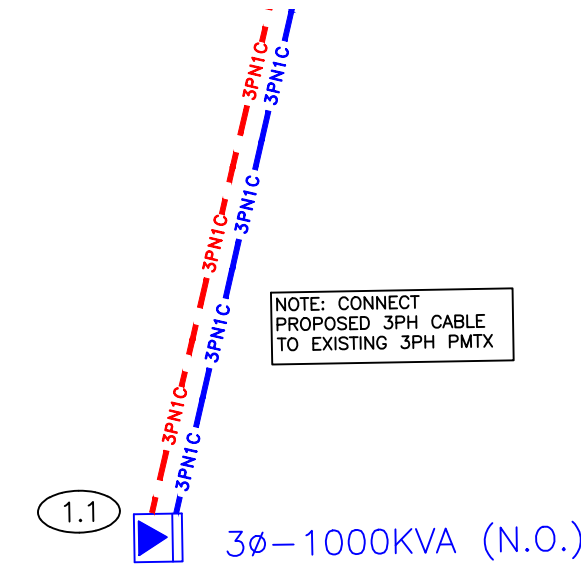


DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	-
0 20 40 80 FEET	

W/A: NW	
CITY OF DESTIN PHASE 1	
UG FOR CONSTRUCTION	
US HWY-90 DESTIN/OKALOOSA, FL	
DWG NO.	PAGE 1
WR: 11341323	WR: D0113 - 41 - 323

FOR CONTINUATION SEE PAGE 1

1B



REFERENCE DWG'S

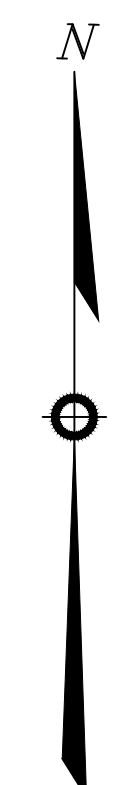
EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐	
Initials	Cert. Date	Foreman's Signature _____ Date _____		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet	
Supervisor's Signature _____ Date _____		All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		PERMIT RECORD CITY DR. DIST. COUNTY AIR WMD RR XING COUNTY RD. TRANSM.		STATE RD FAA			
Foreman's Signature _____ Date _____								Posted by	

	DESIGNED BY		W/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL
	DRAWN BY		
	DATE		
	MAP NO.	-	
			DWG NO. PAGE 1B WR-113413233 WR-D0113 - 41 - 3233



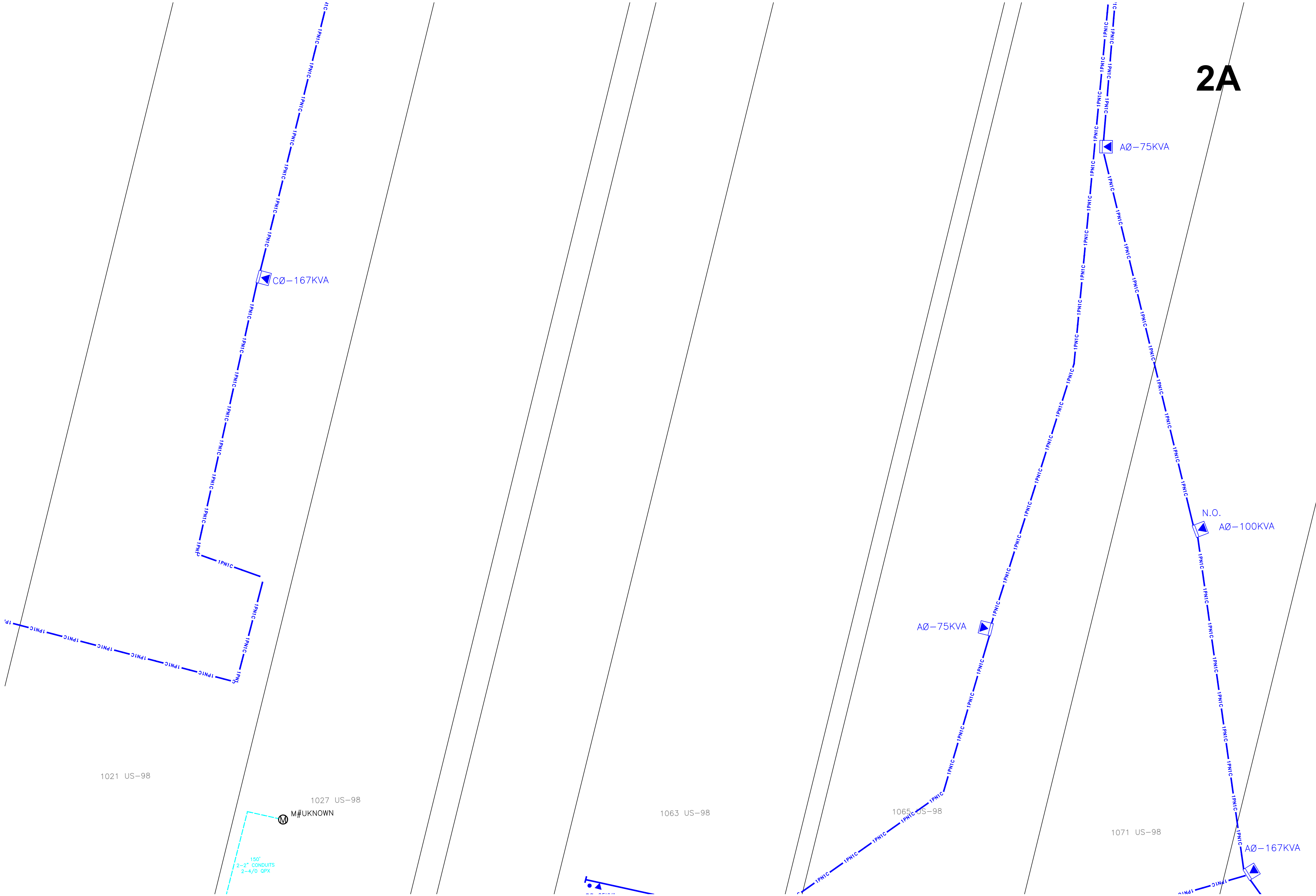
GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)

----- R/W
----- FEEDER
----- PRIMARY
----- SEC/SRVC CBL
----- EOP

M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL	
DWG NO.	PAGE 2
WR: 11341323	WR: D0113 — 41 — 323

CAD NAME: NO-NAME
PLOT TIME: 00:00:00
PLOT DATE: 00/00/00

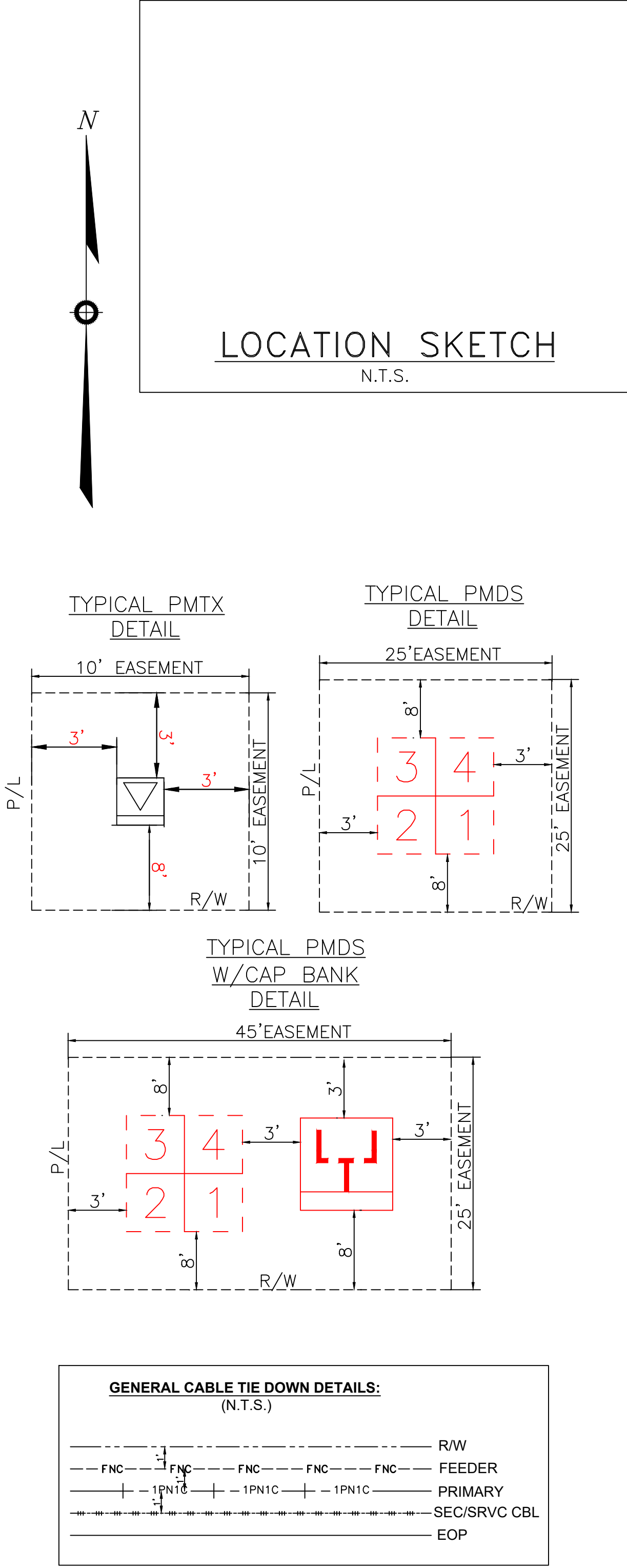
☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐



FOR CONTINUATION SEE PAGE 2

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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REFERENCE DWG's

TWNP: 00S RNG: 00E SEC: 00 QTR:

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐	Survey/Stake? YES ☐ NO ☐	Work with SMO? YES ☐ NO ☐		DESIGNED BY				
Initials	Cert. Date	Foreman's Signature		Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐	DRAWN BY			
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐	Trench Feet			Duct Bank Feet	DATE			
Supervisor's Signature				Date	CITY			DR. DIST.	COUNTY AIR		STATE RD	FAA
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Foreman's Signature	Date	WMD		RR XING	COUNTY RD.		TRANSM.	
Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐		0 20 40 80 FEET		DWG NO.				
WR: 11341323										WR: D0113 - 41 - 323		



TYPICAL PMTX
DETAIL

10' EASEMENT

3'

3'

3'

8'

P/L

R/W

TYPICAL PMDS
DETAIL

25' EASEMENT

3'

3'

3'

8'

P/L

R/W

Diagram illustrating a 45° EASEMENT layout. The easement is defined by a 45° angle and a 25' easement width. The easement is divided into four sections labeled 1, 2, 3, and 4. The easement is labeled R/W and P/L. The easement is defined by a 45° angle and a 25' easement width. The easement is divided into four sections labeled 1, 2, 3, and 4. The easement is labeled R/W and P/L.

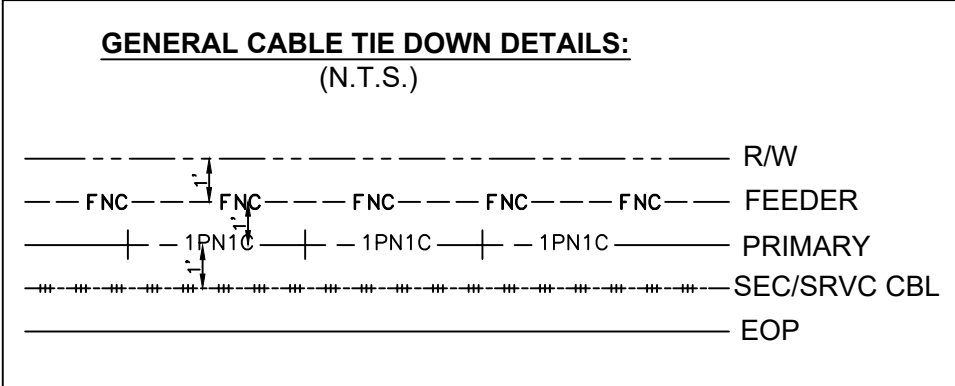
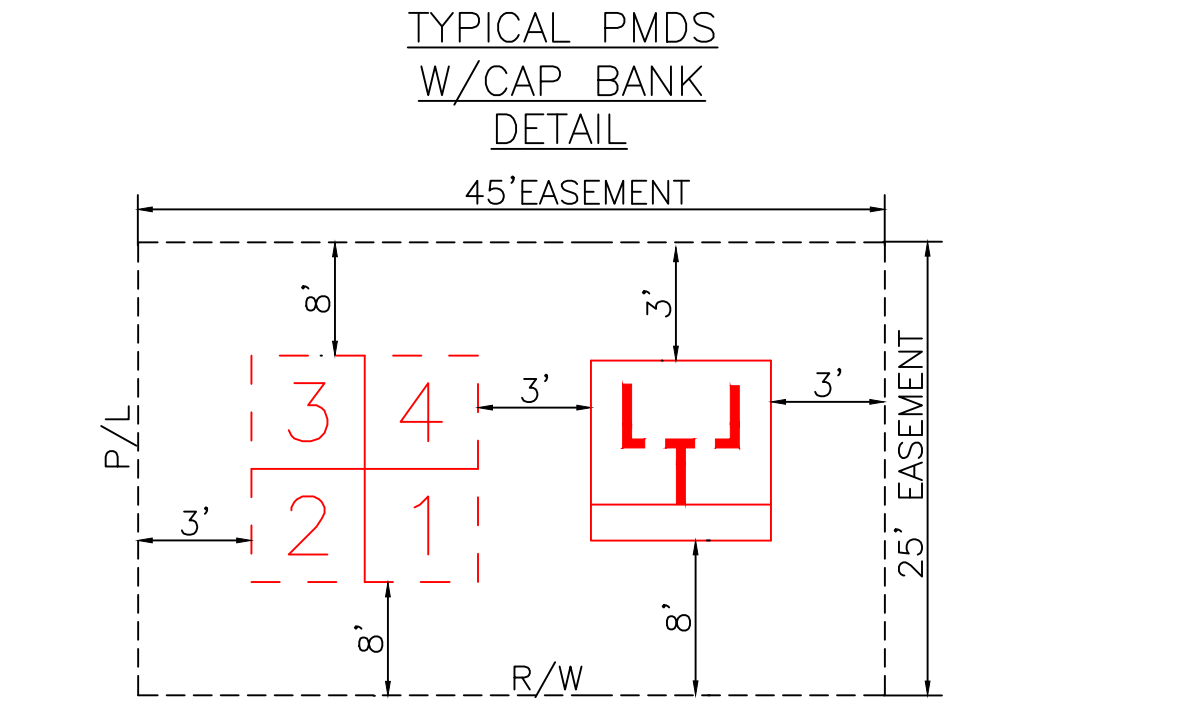
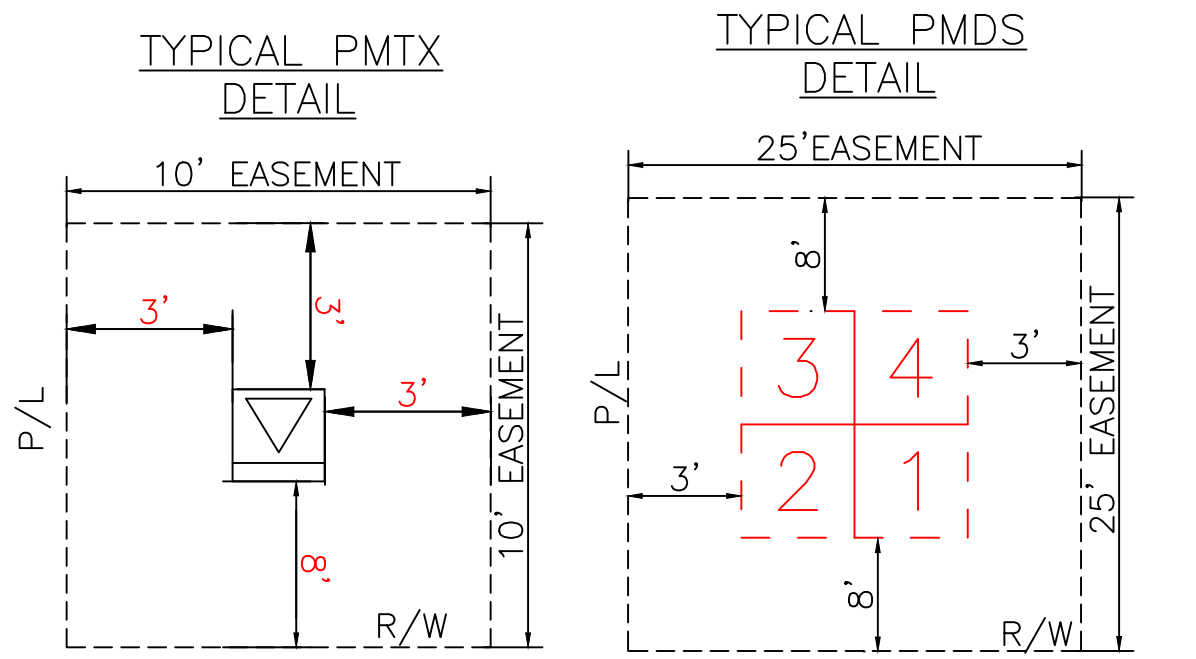
Timing diagram for the R/W signal. The diagram shows a sequence of five FNC (Function Not Call) pulses. The first pulse is labeled 'FNC' and has a duration of 1P1N1C. The subsequent four pulses are also labeled 'FNC' and have a duration of 1P1N1C. The signal is labeled 'R/W' on the right.

EASEMENTS REQUIRED

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AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL		
Initials	Cert. Date	Foreman's Signature		Date	Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐		DRAWN BY				
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet			DATE				
Supervisor's Signature				Date	CITY		DR. DIST.	COUNTY AIR	STATE RD		FAA	MAP NO.			
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Foreman's Signature		Date	PERMIT RECORD	WMD	RR	XING	COUNTY RD.	TRANS.	DWG NO. PAGE 2B WR: 113413233 WR: D0113 — 41-323		
Posted by				Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐				0 20 40 80 FEET					

FOR CONTINUATION SEE PAGE 3A



REFERENCE DWG's

FOR CONTINUATION SEE PAGE 4

FOR CONTINUATION SEE PAGE 2

ROW AGREEMENT

EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐							
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐							
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet							
Supervisor's Signature				CITY				DR. DIST.	COUNTY AIR	STATE RD	FAA			
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD				RR XING	COUNTY RD.	TRANSM.				
Foreman's Signature				Posted by				Telephone Request?				YES ☐ NO ☐	CATV Request?	YES ☐ NO ☐



DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	-

M/A: NW

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION

US HWY-90
DESTIN/OKALOOSA, FL

DWG NO. PAGE 3

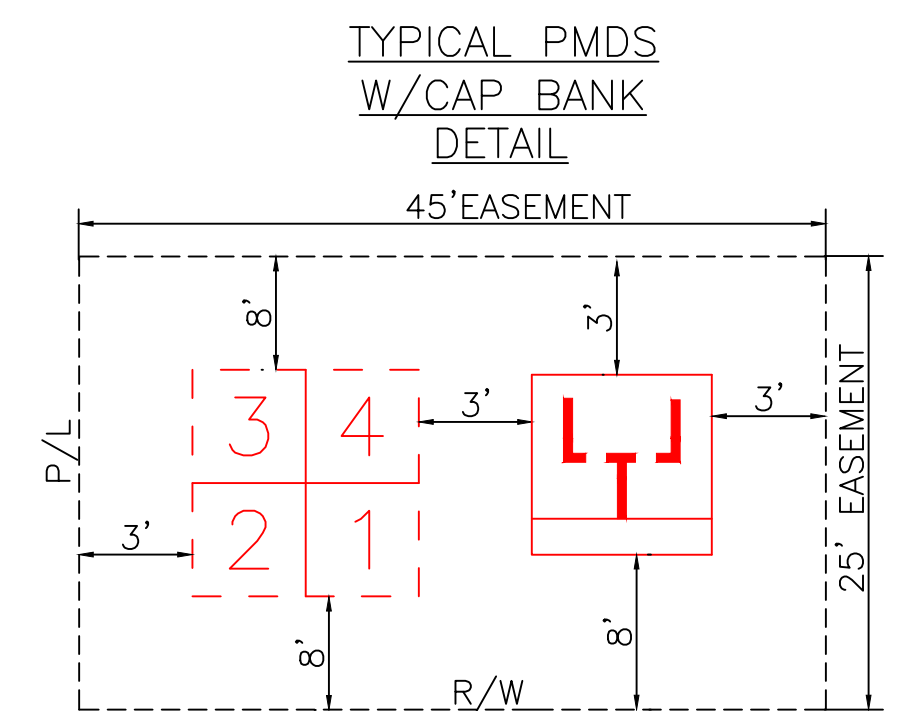
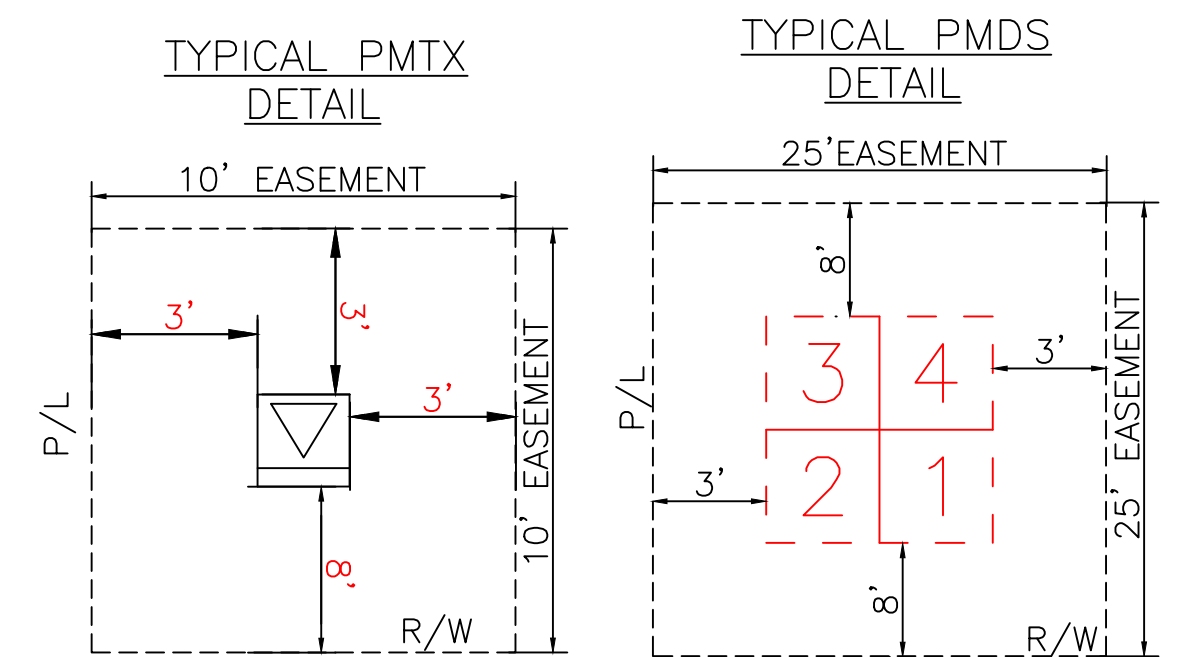
WR: 11341323 WR: D0113 - 41 - 323

FOR CONTINUATION SEE PAGE 4

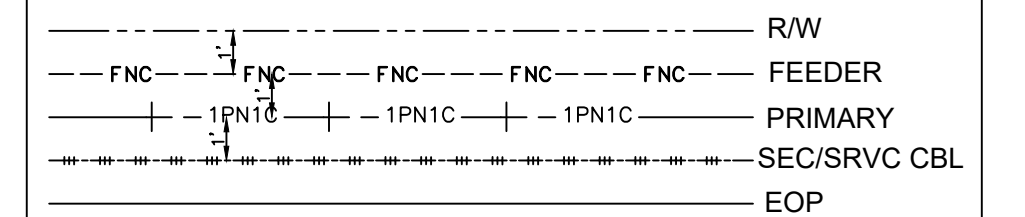
3A



LOCATION SKETCH
N.T.S.



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG'S

ROW AGREEMENT

EASEMENTS REQUIRED

FOR CONTINUATION SEE PAGE 3

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐	
Initials	Cert. Date	Foreman's Signature _____ Date _____		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet	
Supervisor's Signature _____ Date _____		All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		PERMIT RECORD CITY DR. DIST. COUNTY AIR STATE RD FAA WMD RR XING COUNTY RD. TRANSM.		Posted by Telephone Request? YES ☐ NO ☐ CATV Request? YES ☐ NO ☐			
Foreman's Signature _____ Date _____									

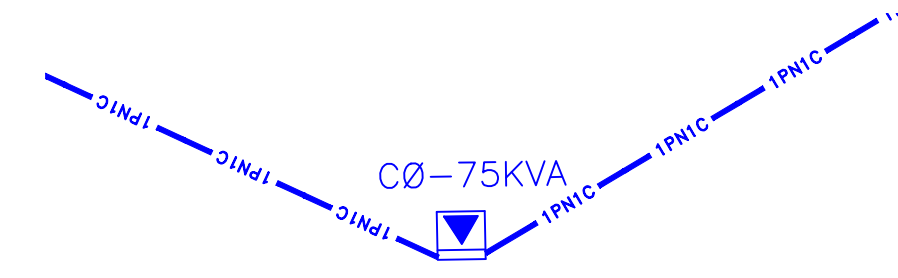


DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	—

0	20	40	80
FEET			

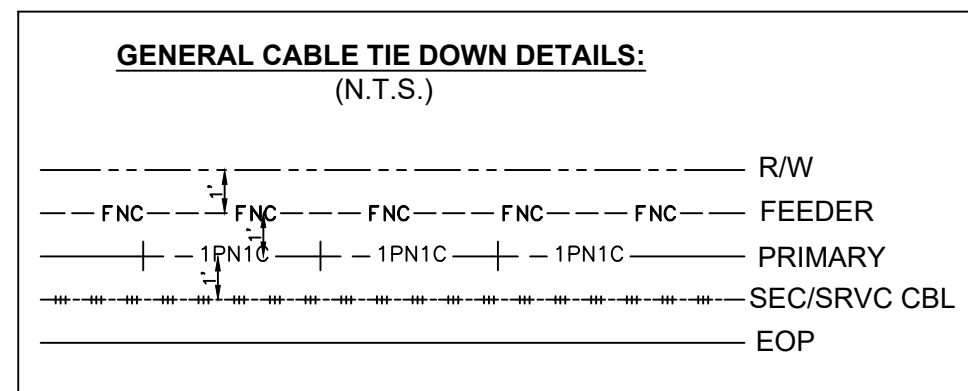
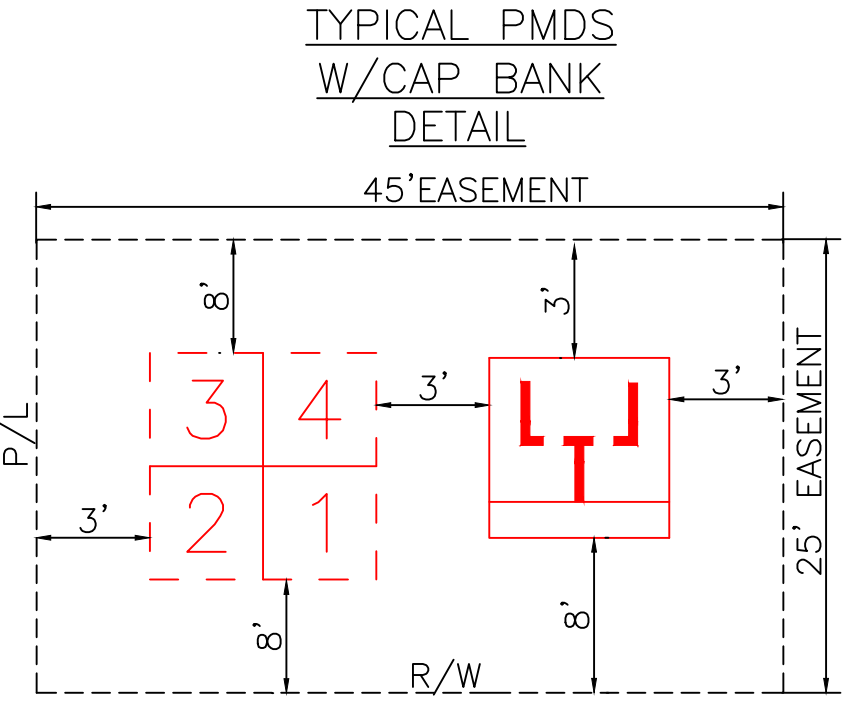
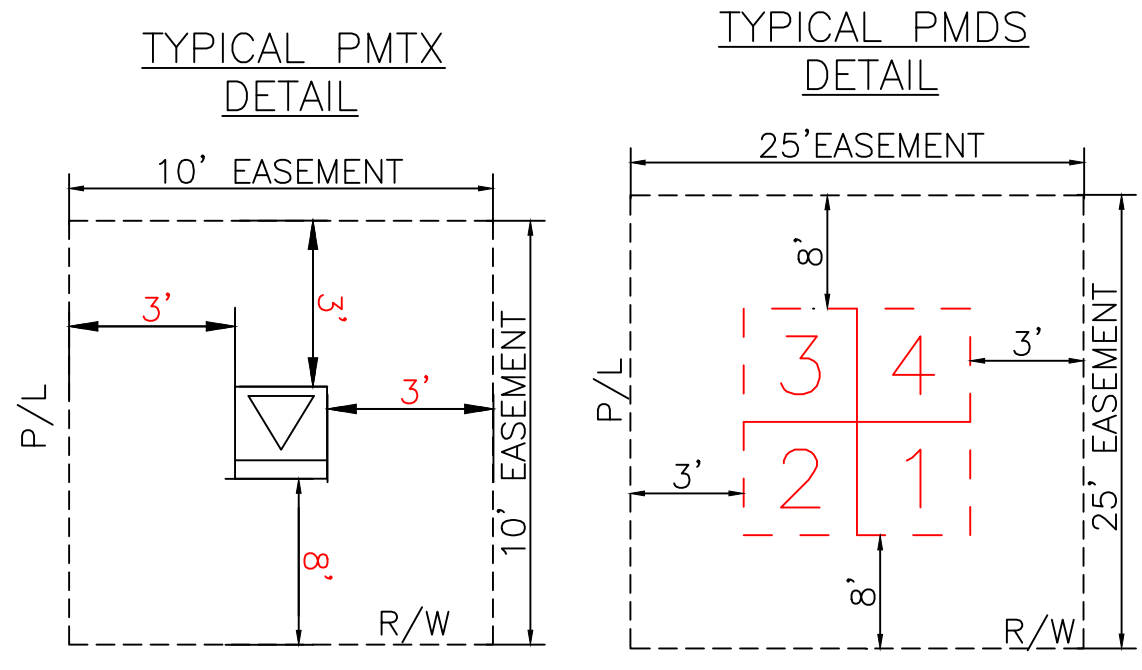
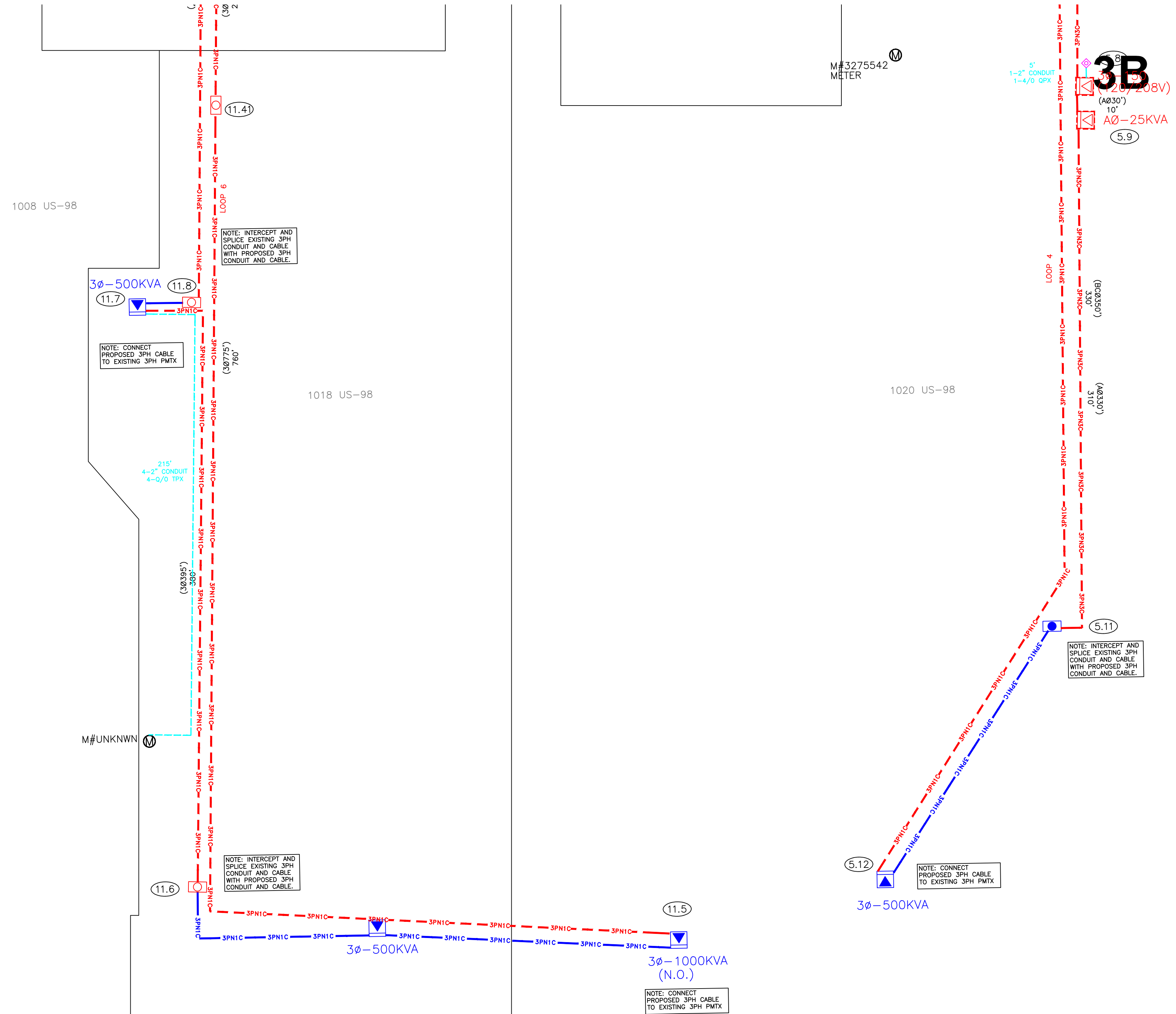
M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL	
DWG. NO.	PAGE 3A
WR: 11341323	WR: 00113 - 41 - 323

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME



☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

FOR CONTINUATION SEE PAGE 3



REFERENCE DWG's

EASEMENTS REQUIRED

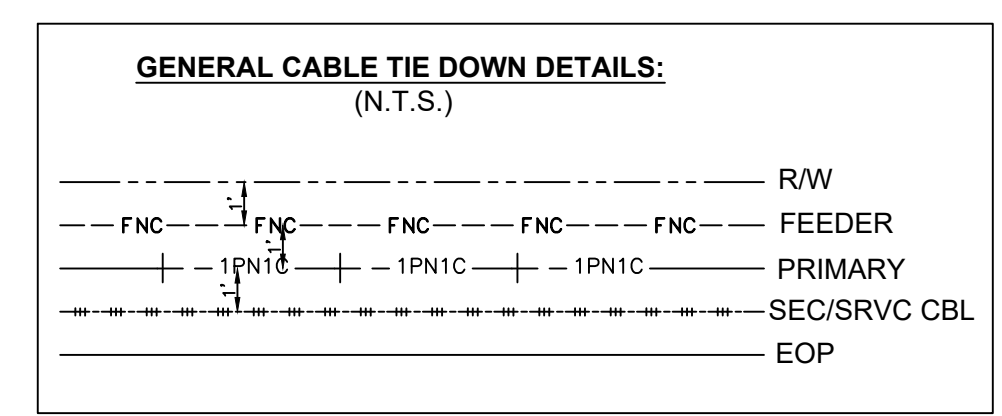
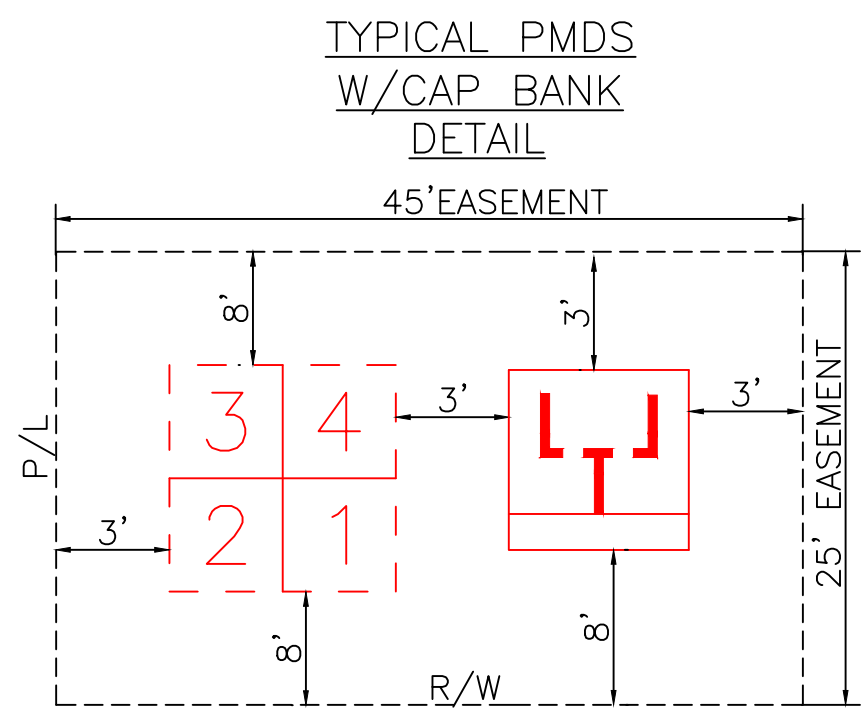
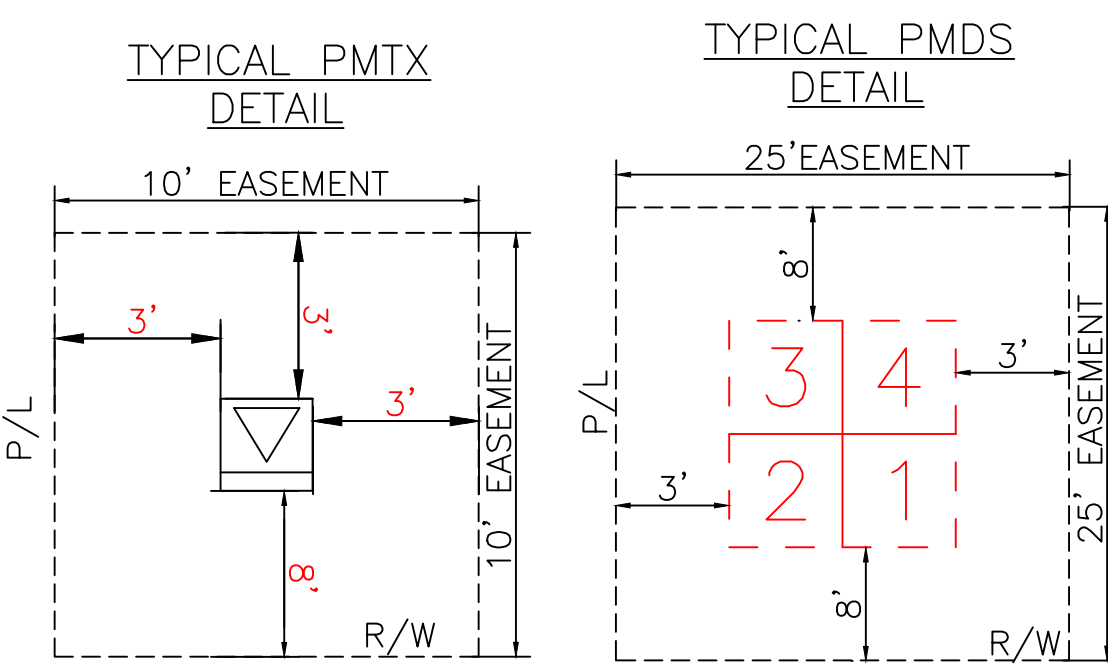
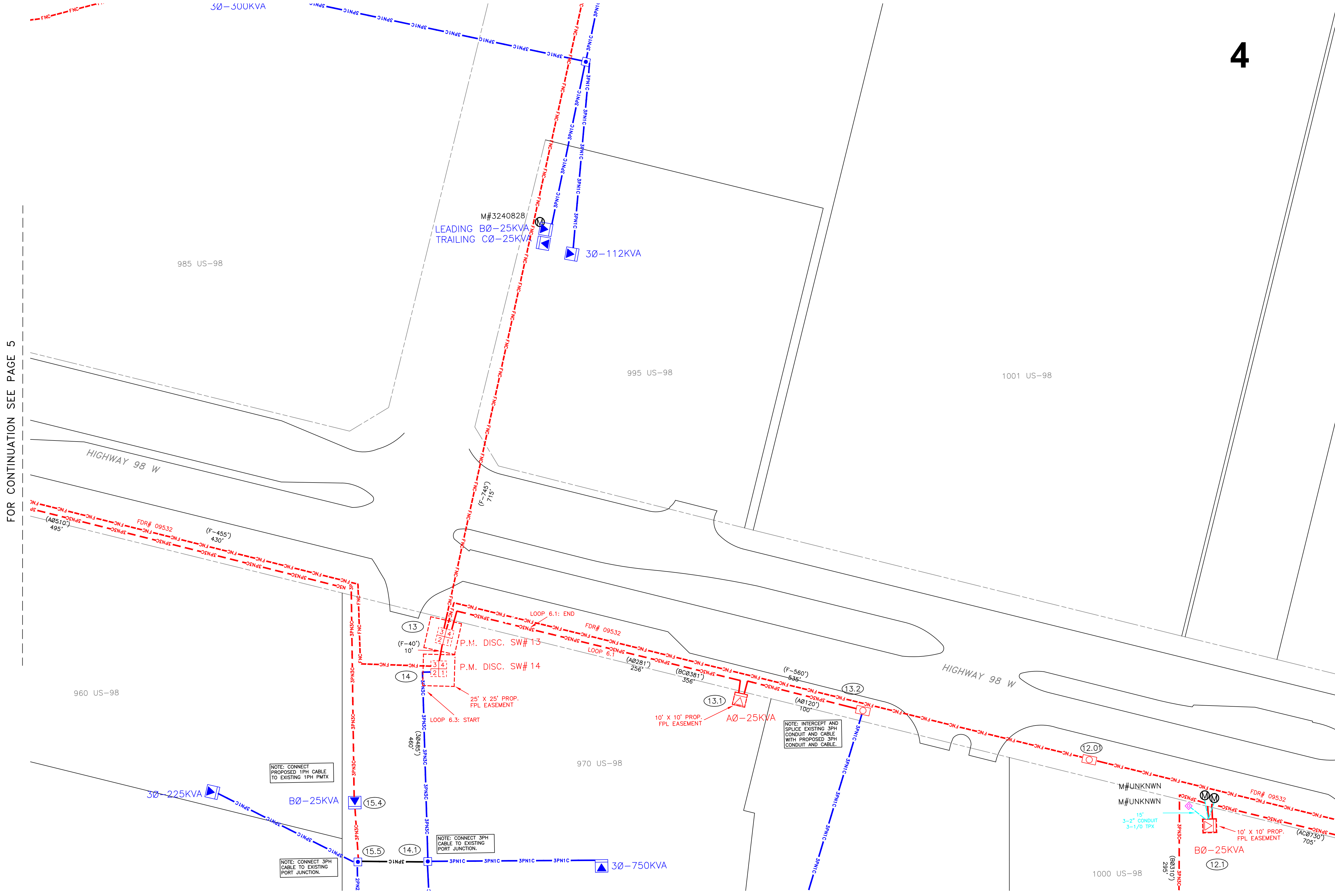
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL PAGE 3B DWG NO. 11341323 WR: D0113 - 41 - 323	
Initials Cert. Date		Foreman's Signature Date		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY			
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Supervisor's Signature Date		Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet			DATE			
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Foreman's Signature Date		Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐			MAP NO.	-		
												0 20 40 80 FEET		

CAD NAME: NO-NAME
PLOT TIME: 00:00:00
PLOT DATE: 00/00/00

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐



REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

FOR CONTINUATION SEE PAGE 4B

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

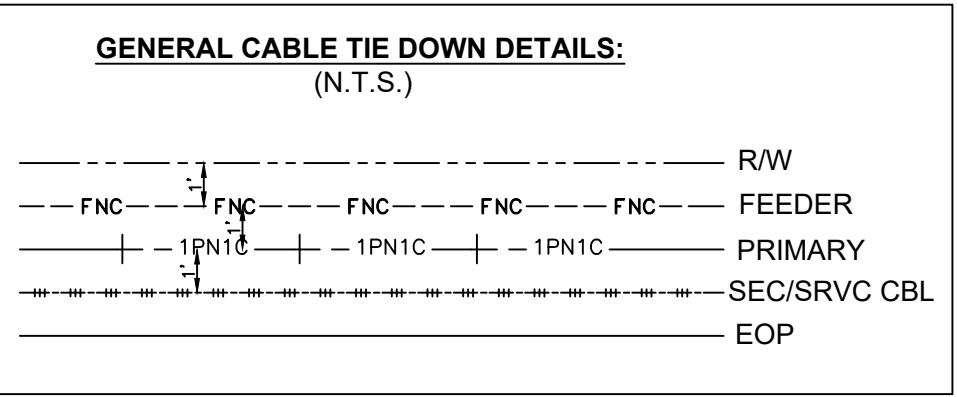
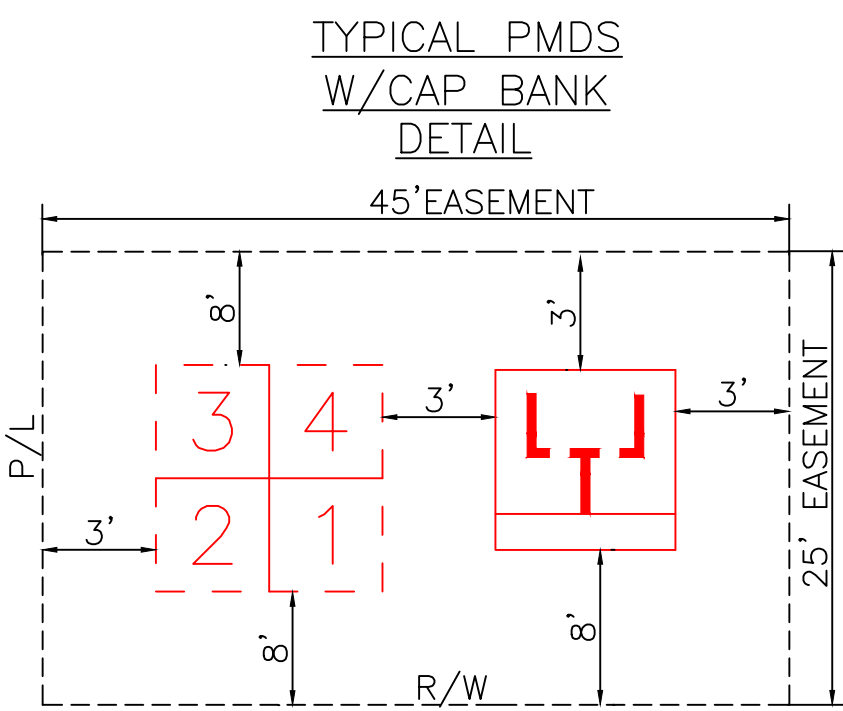
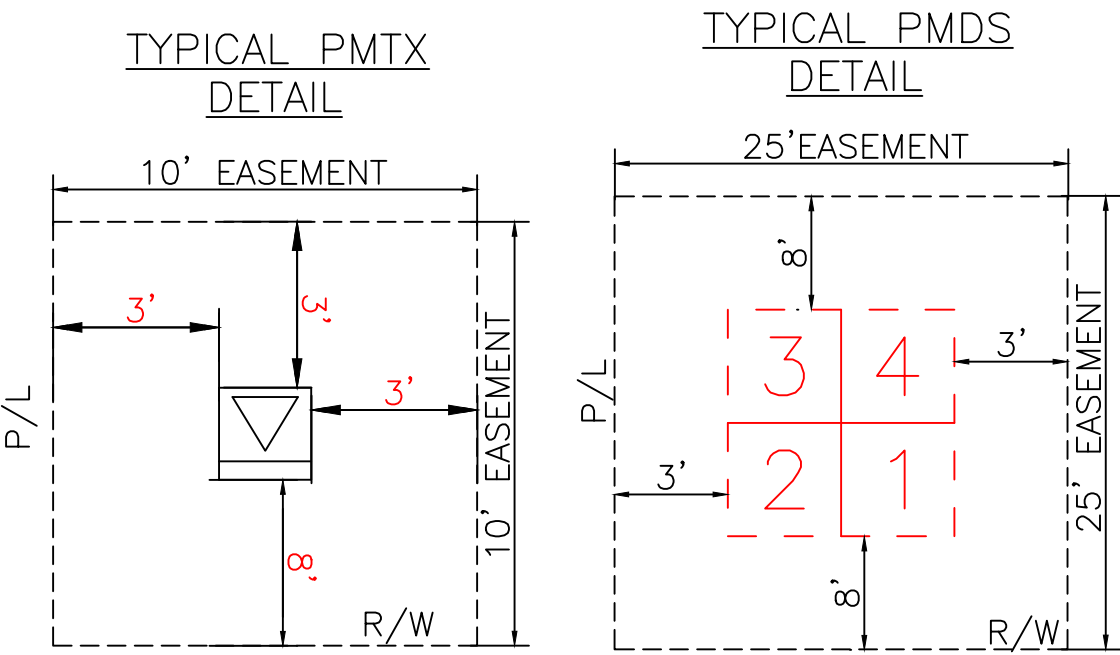
AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐						
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐						
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet						
Supervisor's Signature				CITY				DR. DIST.	COUNTY AIR	STATE RD	FAA		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD				RR XING	COUNTY RD.	TRANSM.			
Foreman's Signature				Posted by				Telephone Request? YES ☐ NO ☐				CATV Request? YES ☐ NO ☐	

	DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL				
	DRAWN BY						
	DATE						
	MAP NO.	-					
0 20 40 80 FEET		DWG NO.	PAGE 4				
		WR:	11341323	WR:	D0113	-	41-323

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☒ SALT SPRAY ☐

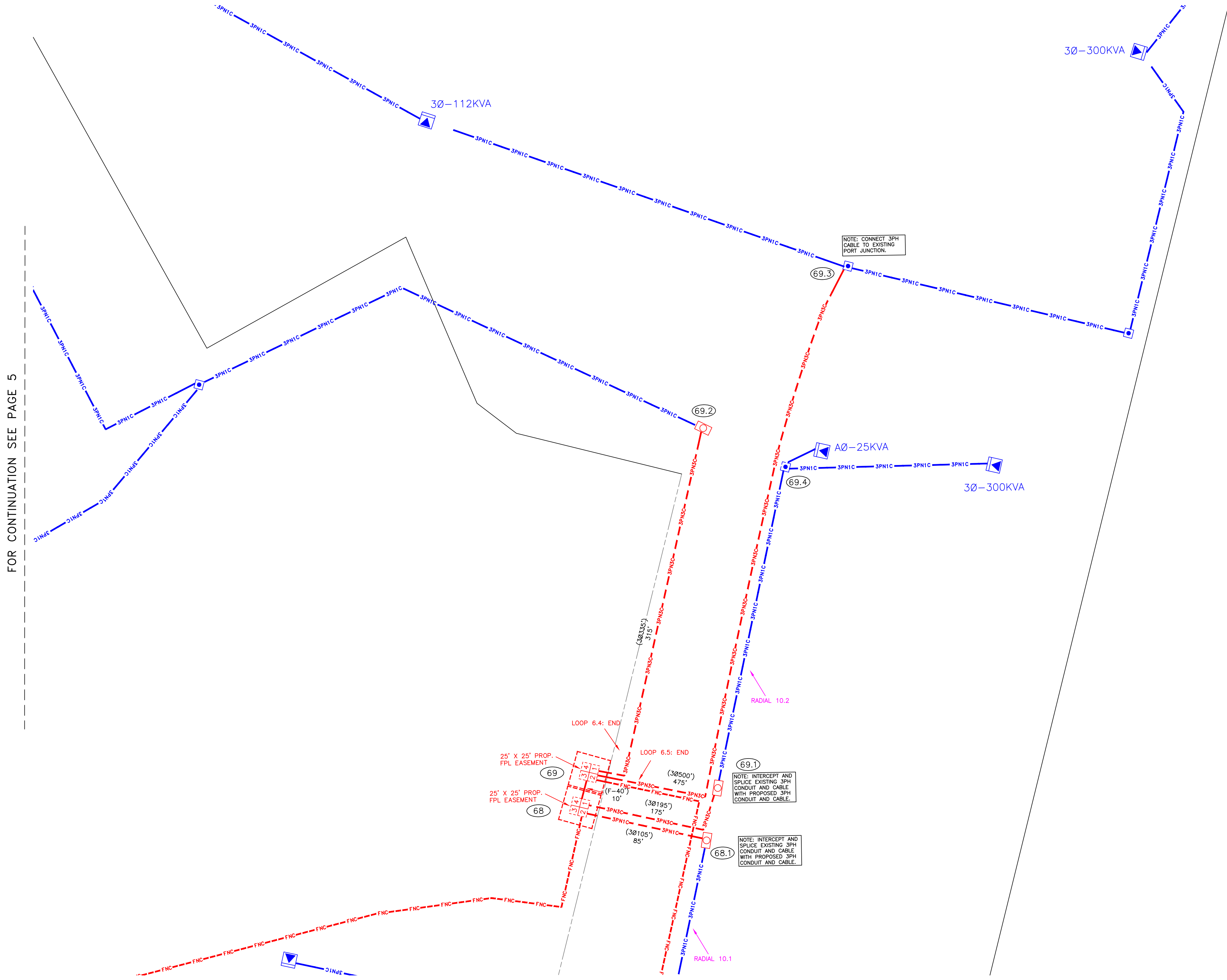


LOCATION SKETCH
N.T.S.



REFERENCE DWG's

4A



FOR CONTINUATION SEE PAGE 5

FOR CONTINUATION SEE PAGE 3

FOR CONTINUATION SEE PAGE 4

ROW AGREEMENT

EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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TWNP: 00S RNG: 00E SEC: 00 QTR:

AS-BUILT COPY	AS-BUILT CREW PRINT
Initials _____ Cert. Date _____	Foreman's Signature _____ Date _____
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature _____ Date _____	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature _____ Date _____	

Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet		
		CITY	DR. DIST.	COUNTY AIR	STATE RD
		WMD	RR XING	COUNTY RD.	TRANSM.
Posted by		Telephone Request?	YES ☐ NO ☐	CATV Request?	YES ☐ NO ☐



DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	

M/A: NW
CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION
US HWY-90 DESTIN/OKALOOSA, FL
DWG NO. PAGE 4A
WR: 11341323 WR: D0113 — 41 — 323

CAD NAME: NO-NAME
PLOT TIME: 00:00:00
PLOT DATE: 00/00/00

12.2

CØ-75KVA

30-150KVA 

 Λ

TYPICAL PMTX
DETAIL

10' EASEMENT

P/L

3'

8'

R/W

TYPICAL PMDS
DETAIL

25' EASEMENT

P/L

3'

8'

3'

R/W

----- R/W
 ----- FNC ----- FNC ----- FNC ----- FNC ----- FEEDER
 ----- 1PNTC ----- 1PNTC ----- 1PNTC ----- PRIMARY
 ----- SEC/SRVC CBL
 ----- EOP

EASEMENTS REQUIRED

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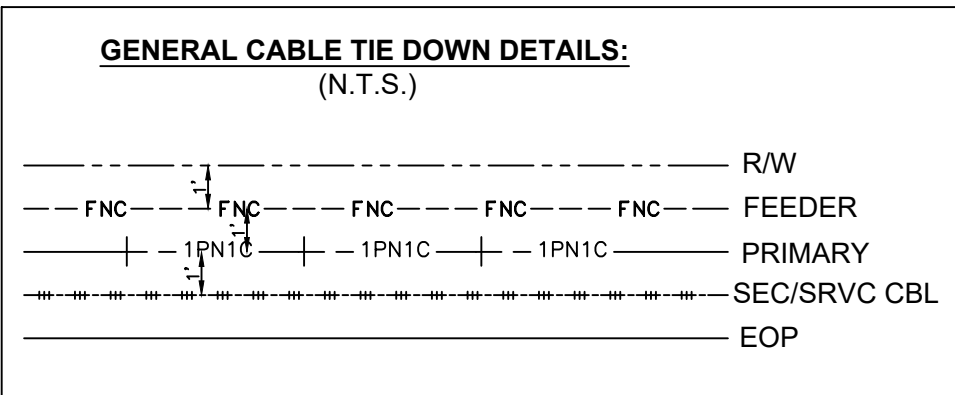
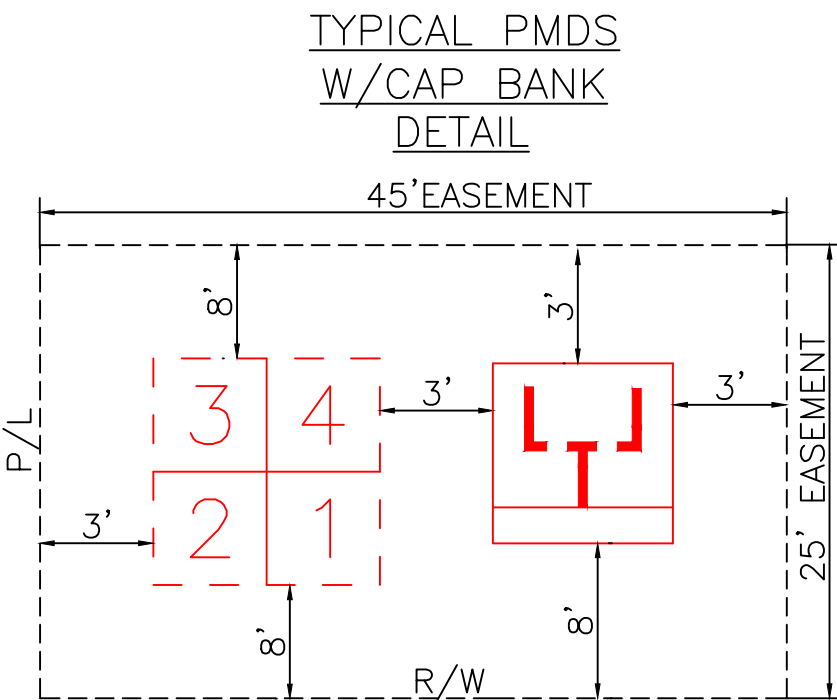
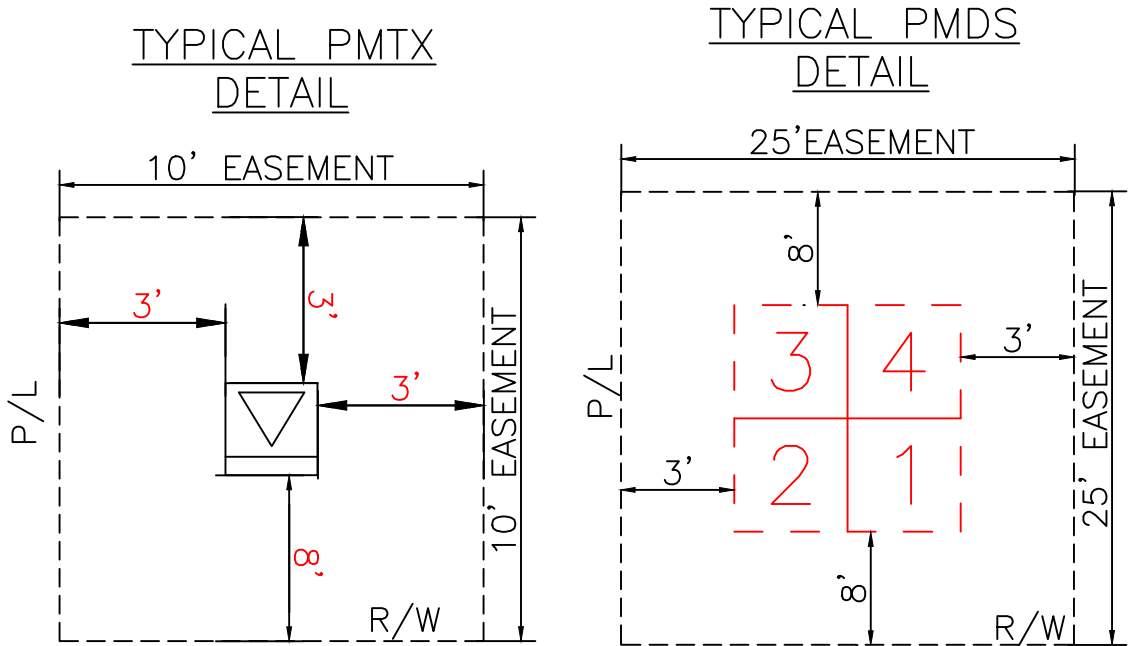
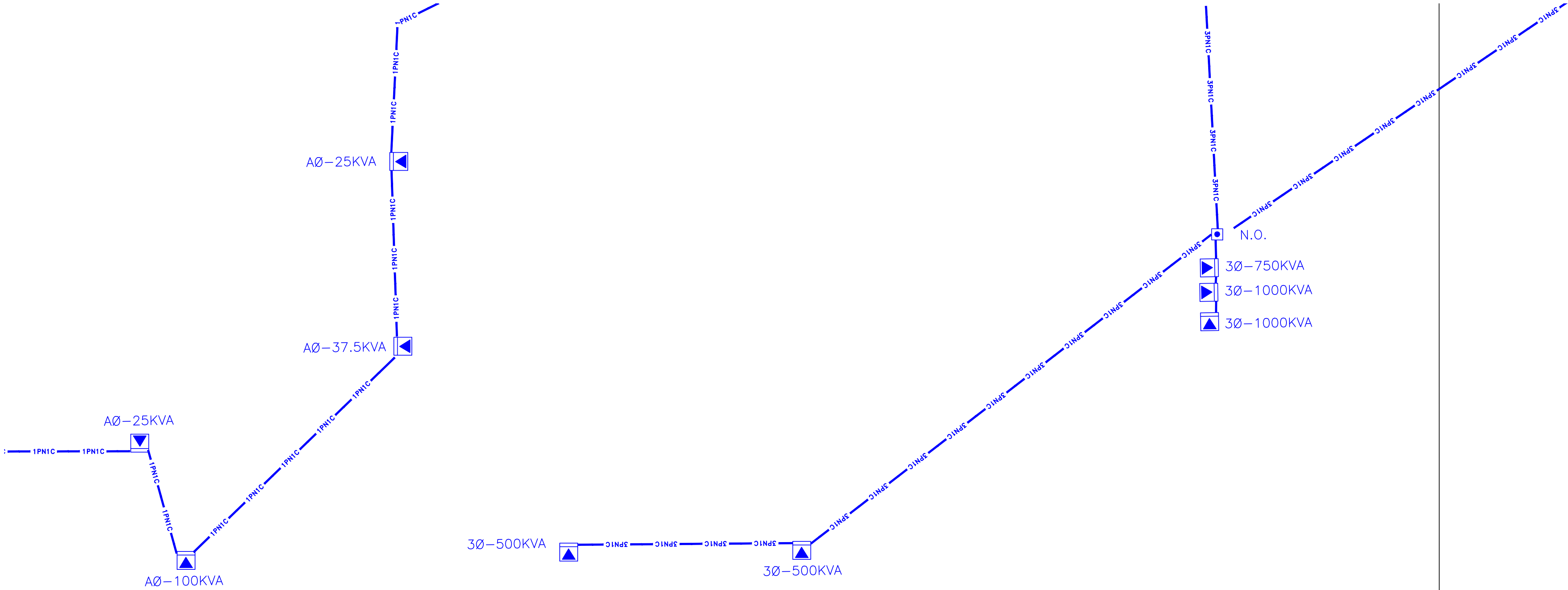
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Initials	Cert. Date	Foreman's Signature		Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY			
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐	Trench Feet		Duct Bank Feet		DATE					
Supervisor's Signature				Date	CITY		DR. DIST.	COUNTY AIR	STATE RD		FAA	MAP NO.		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Permit Record	WMD	RR	XING	COUNTY RD.	TRANS.		0 20 40 80 FEET		DWG. NO.	PAGE 4B
Foreman's Signature				Date	Posted by	Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐				WR: 11541323	WR: D0113 — 41 — 323	

FOR CONTINUATION SEE PAGE 4B

4C



LOCATION SKETCH
N.T.S.



REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

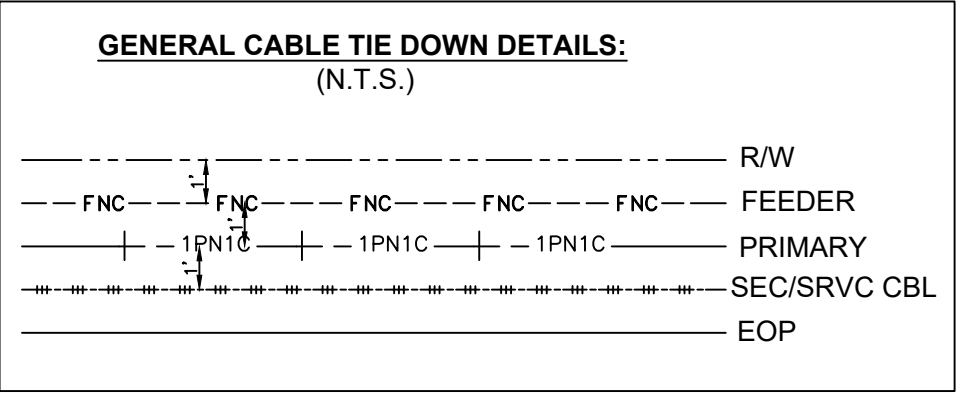
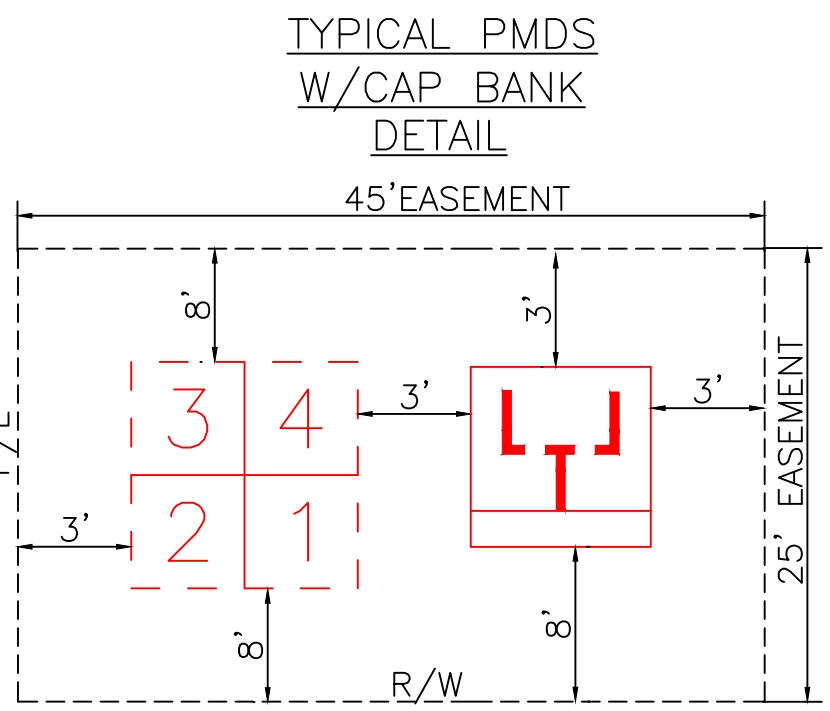
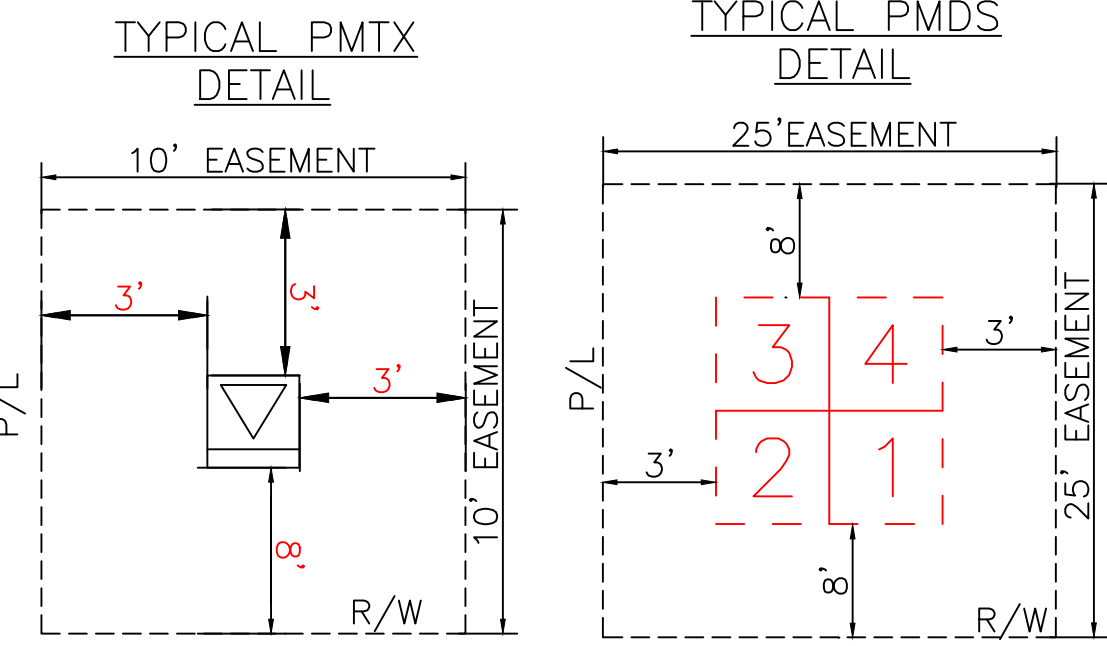
The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

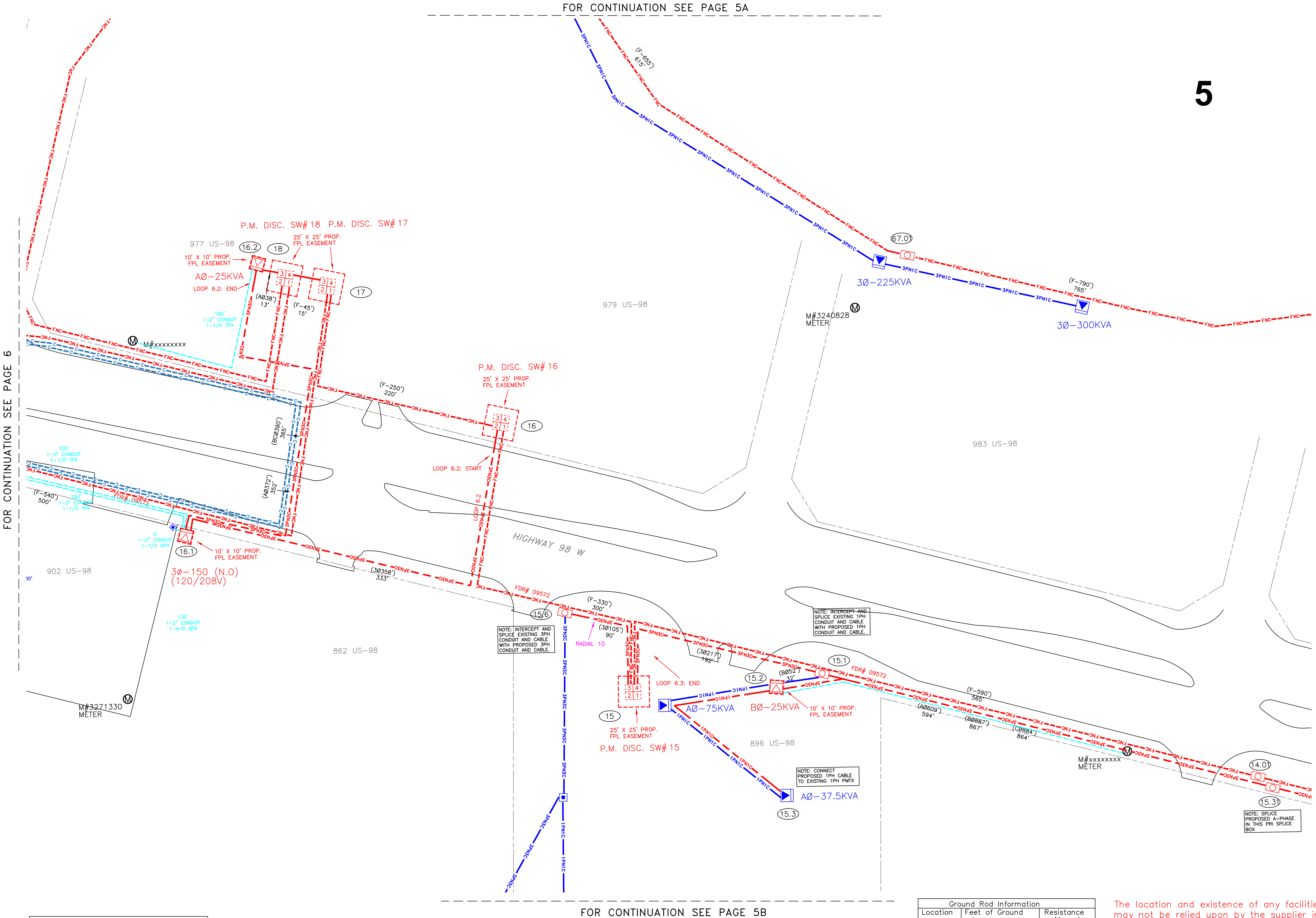
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Initials _____ Cert. Date _____		Foreman's Signature _____ Date _____		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY				
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet			DATE				
Supervisor's Signature _____ Date _____				All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		CITY		DR. DIST.			COUNTY AIR				STATE RD
Foreman's Signature _____ Date _____				Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐		MAP NO.		-			
												0 20 40 80 FEET			

5

LOCATION SKETCH
N.T.S.



REFERENCE DWG's

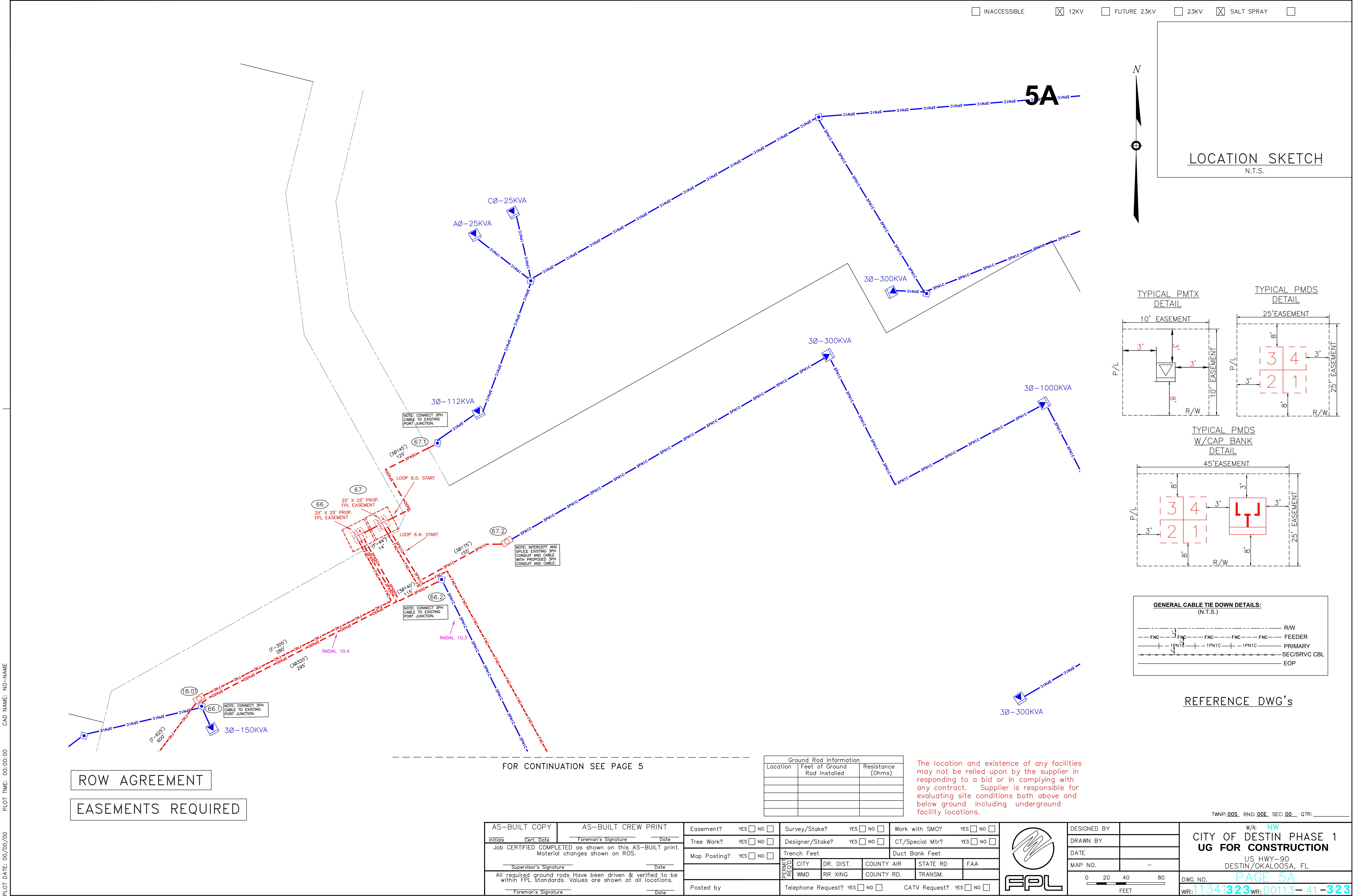


Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

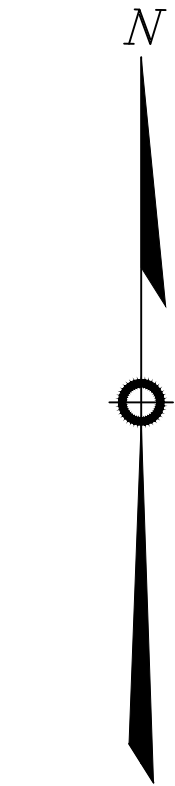
AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐					
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐					
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet					
Supervisor's Signature				CITY				DR. DIST.	COUNTY AIR	STATE RD	FAA	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD				RR XING	COUNTY RD.	TRANSM.		
Foreman's Signature				Posted by				Telephone Request? YES ☐ NO ☐				CATV Request? YES ☐ NO ☐

	DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL DWG NO. PAGE 5 WR: 11341323 WR: D0113 - 41 - 323
	DRAWN BY		
	DATE		
	MAP NO.	-	
0 20 40 80 FEET			



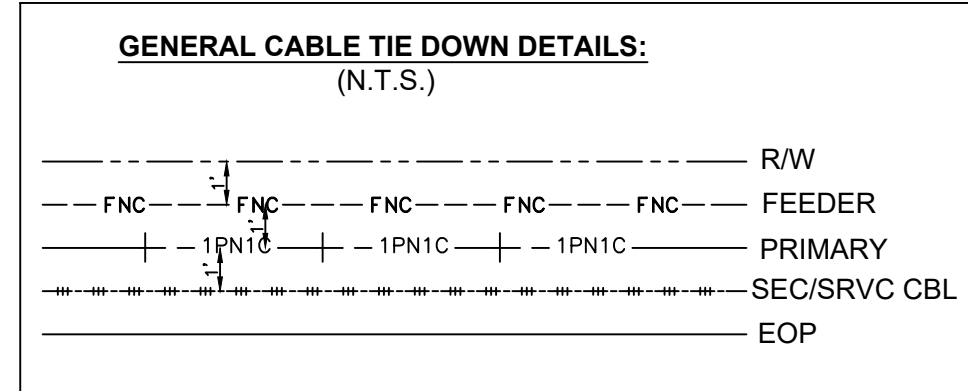
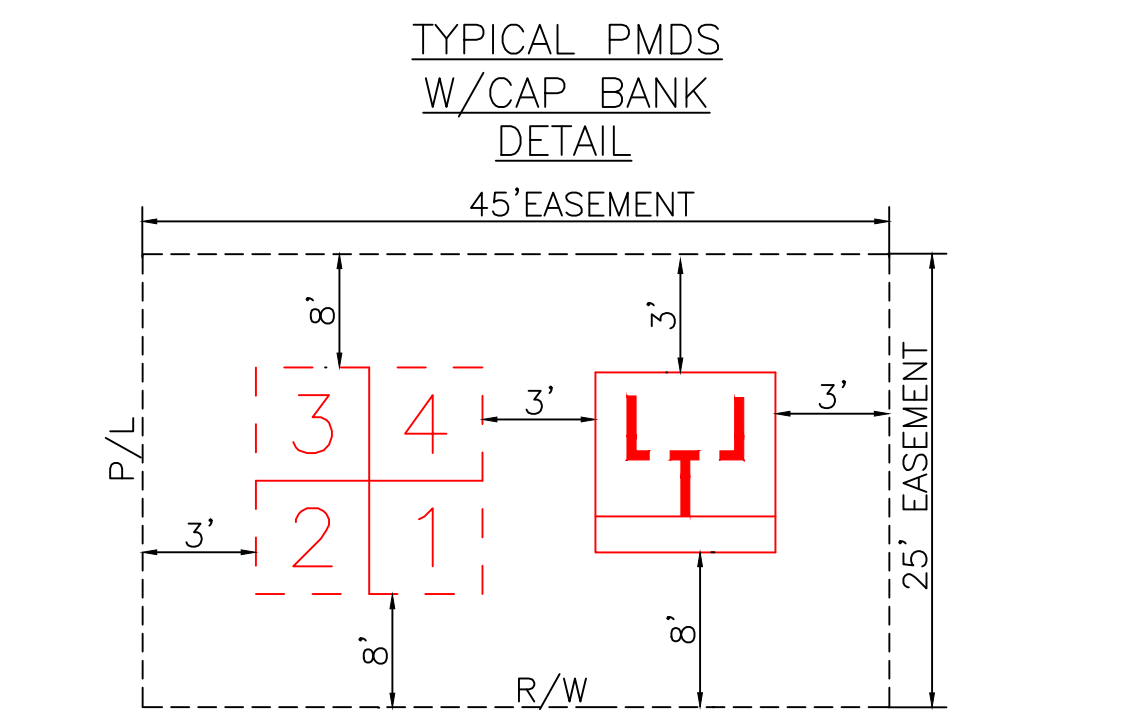
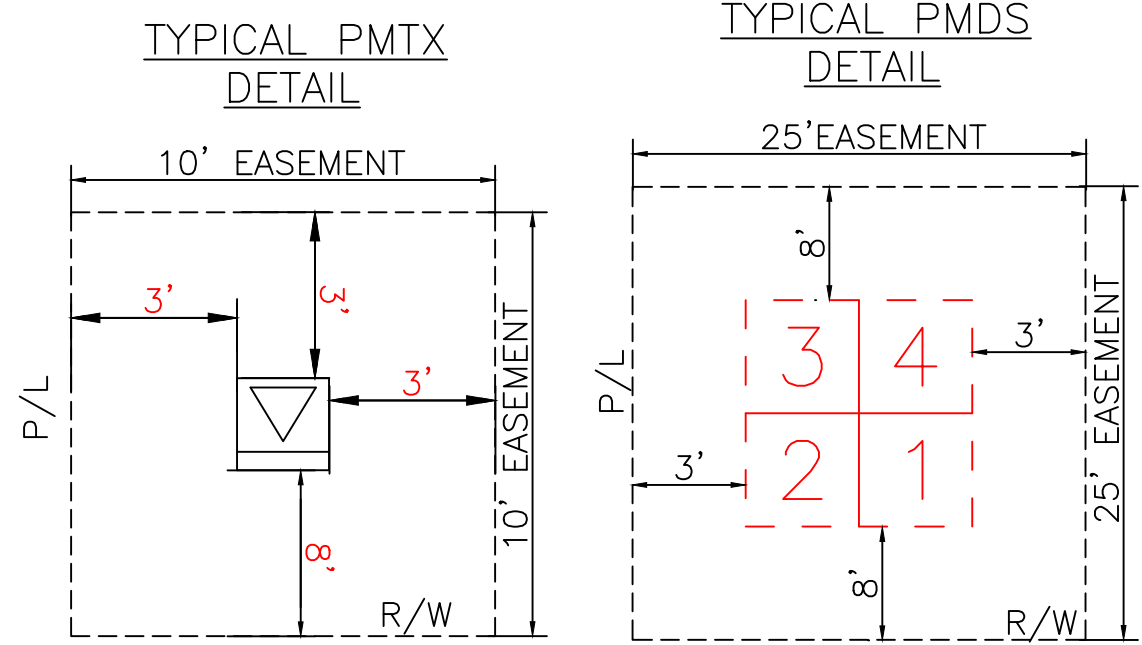
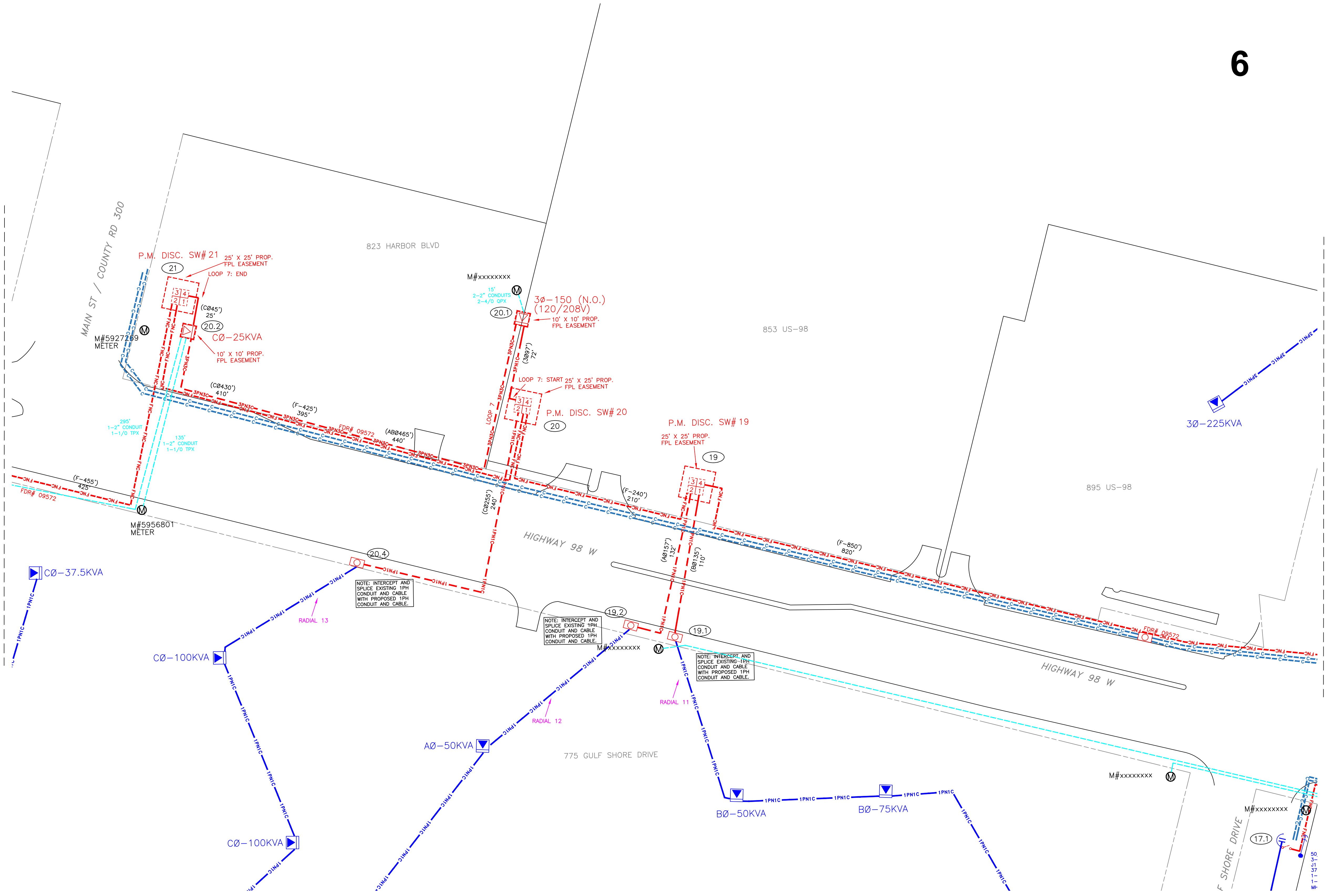
6

LOCATION SKETCH
N.T.S.



FOR CONTINUATION SEE PAGE 7

FOR CONTINUATION SEE PAGE 5



REFERENCE DWG's

ROW AGREEMENT

EASEMENTS REQUIRED

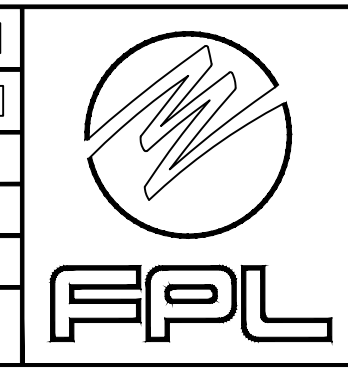
FOR CONTINUATION SEE PAGE 6B

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

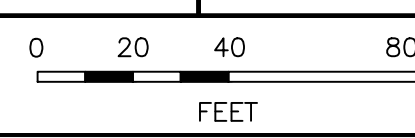
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TWNP: 005 RING: 00E SEC: 00 QTR:

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐					
Initials	Cert. Date	Foreman's Signature	Date	Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐					
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet					
Supervisor's Signature				CITY				DR. DIST.	COUNTY AIR	STATE RD	FAA	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				WMD				RR XING	COUNTY RD.	TRANSM.		
Foreman's Signature				Posted by				Telephone Request? YES ☐ NO ☐				CATV Request? YES ☐ NO ☐



DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	



M/A: NW	CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION
US HWY-90 DESTIN/OKALOOSA, FL	
DWG NO.	PAGE 6
WR: 11341323	WR: D0113 - 41 - 323

The diagram illustrates a power distribution network. A main line starts from the left, passing through four substations: CØ-100KVA, AØ-50KVA, AØ-75KVA, and AØ-75KVA. A branch line connects the AØ-75KVA substation to another AØ-75KVA substation. The diagram shows the layout of the power lines and the locations of the substations.

6B

3-950A
R-825

3-7954AC & N-4/0AAC

Cap Bank
600kvar

GU

1002 US-98

BØ-50KVA

BØ-50KVA

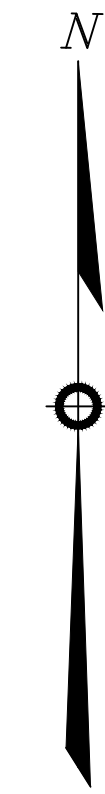


Diagram illustrating a 45° easement. The easement is 45' wide and 25' long. It is divided into a 3' wide driveway and a 3' wide easement area. The driveway is further divided into four sections labeled 1, 2, 3, and 4. The easement area is labeled 'R/W' and 'P/L'.

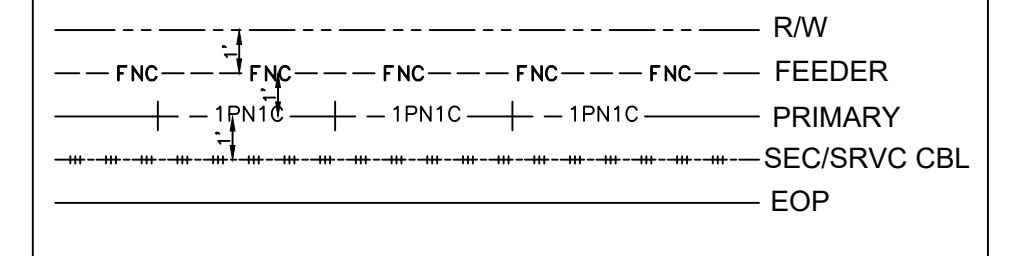
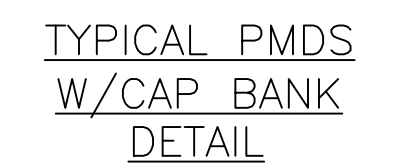
----- R/W
 --- FNC --- FNC --- FNC --- FNC --- FNC --- FEEDER
 --- 1PNTC --- 1PNTC --- 1PNTC --- PRIMARY
 --- SEC/SRV CBL
 ----- EOP

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL	
Initials	Cert. Date	Foreman's Signature		Date	Tree Work? YES ☐ NO ☐	Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY			
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐	Trench Feet		Duct Bank Feet		DATE					
Supervisor's Signature				Date	PERMIT RECORD CITY DR. DIST. COUNTY AIR STATE RD FAA WMD RR XING COUNTY RD. TRANSM.	Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐			MAP NO.			
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Foreman's Signature		Date	Posted by				0 20 40 80 FEET			
DWG NO. PAGE 6B WR: 11341323 WR: D0113 — 41-323														

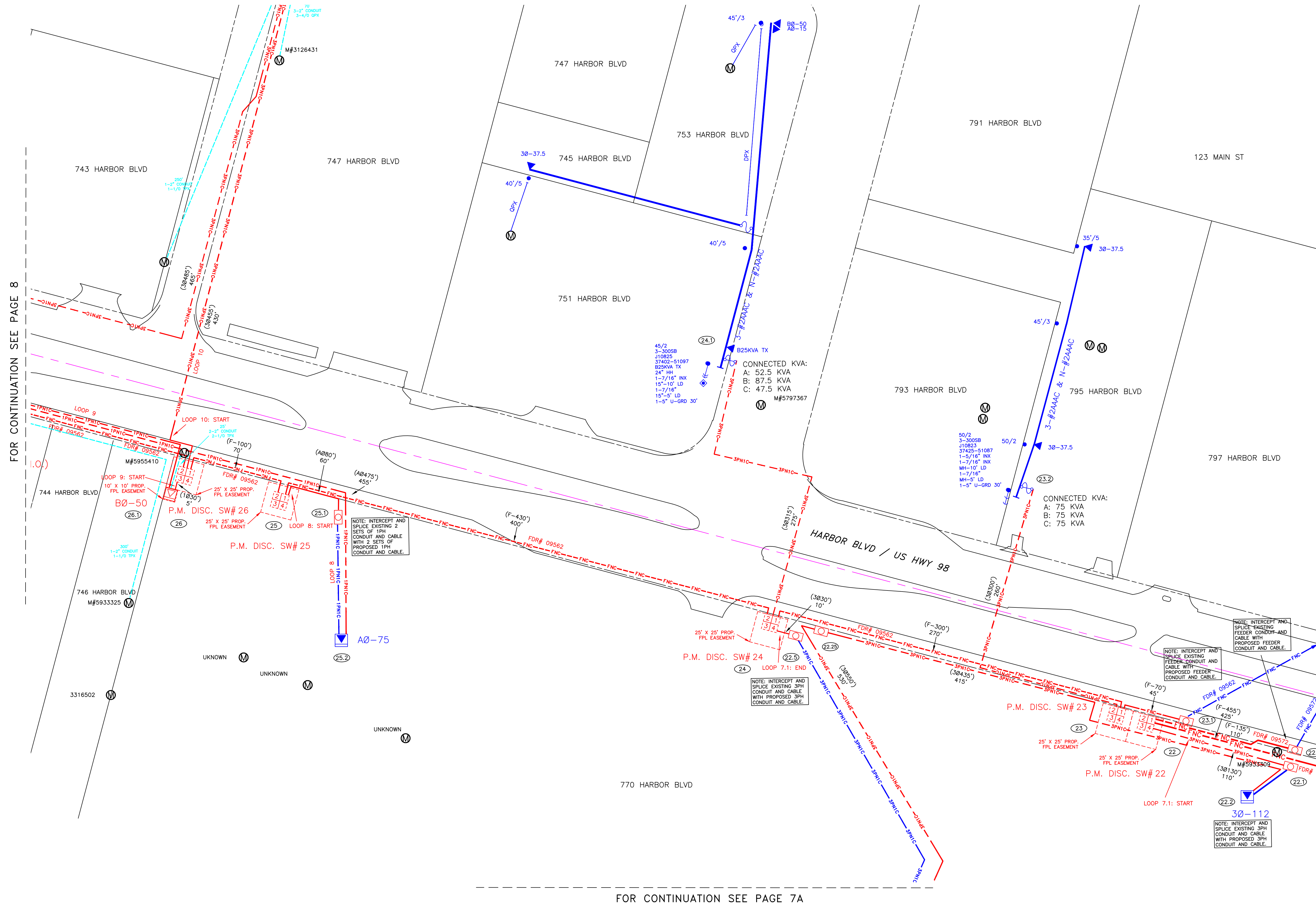
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



TWNP: 00S RNG: 00E SEC: 00 QTR: _____

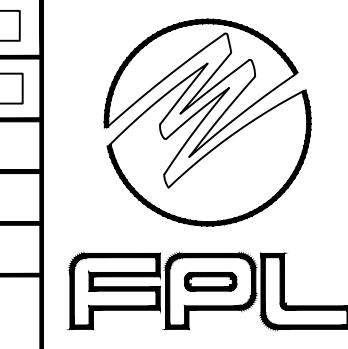
US HWY-90
DESTIN/OKALOOSA, FL

DWG NO. PAGE 7
WR: 11341323 WR: D0113 - 41 - 323



EASEMENTS REQUIRED

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/State? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			
Initials	Cert. Date	Foreman's Signature _____		Date _____		Tree Work? YES ☐ NO ☐		Designer/State? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.						Map Posting? YES ☐ NO ☐		Trench Feet _____		Duct Bank Feet _____	
Supervisor's Signature _____		Date _____		All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		CITY _____ DR. DIST. _____ COUNTY AIR _____ STATE RD _____ FAA _____ WMD _____ RR _____ XING _____ COUNTY RD _____ TRANSM. _____		PRIVACY RECORD		Posted by _____	
Foreman's Signature _____		Date _____									



DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	-

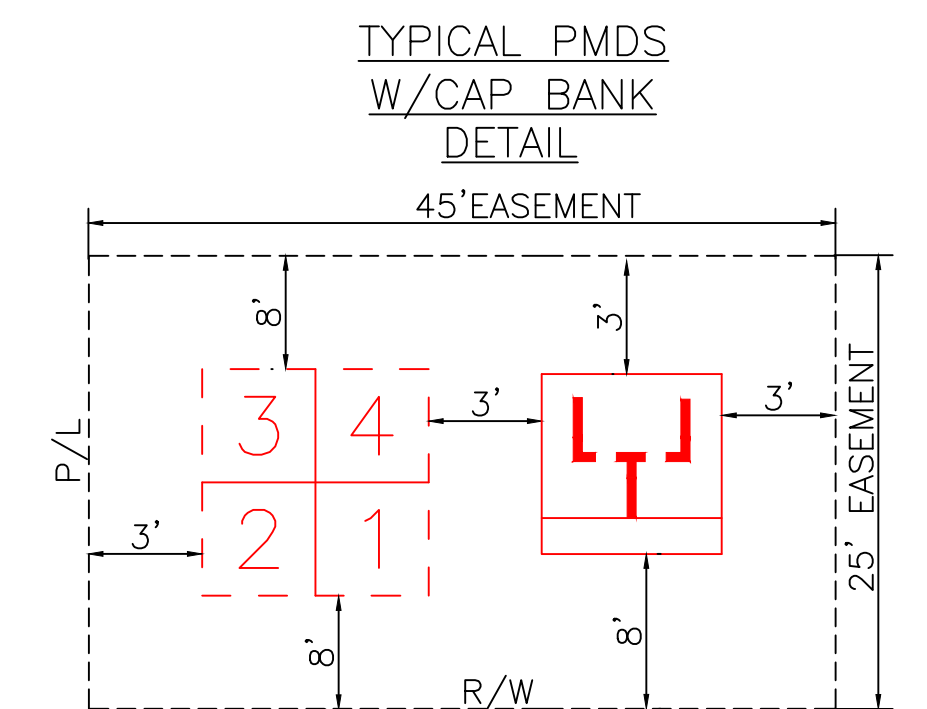
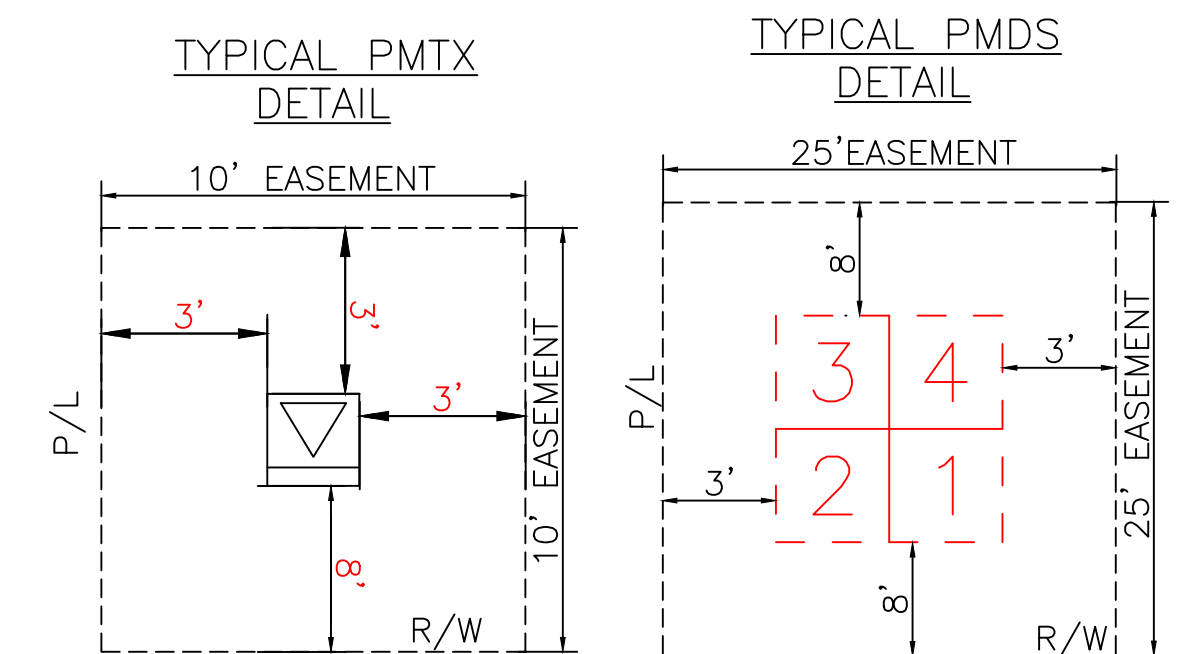
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FOR CONTINUATION SEE PAGE 7

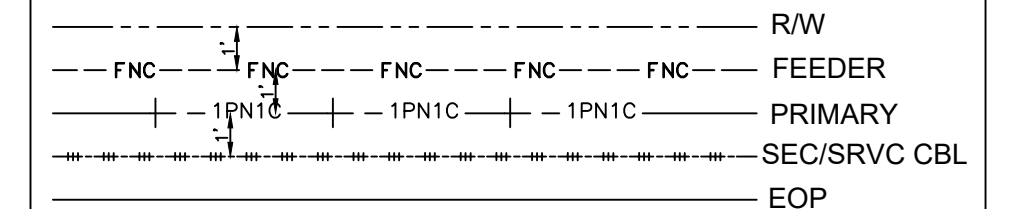


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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)

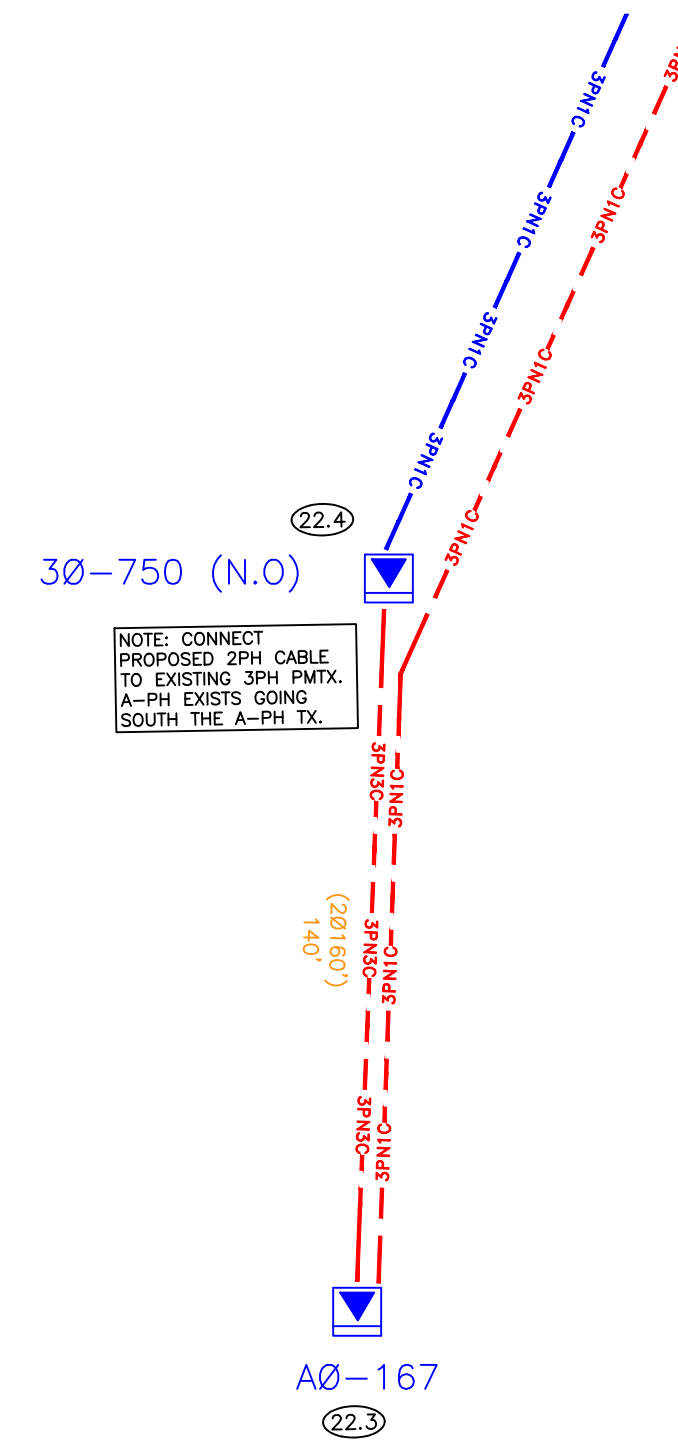


REFERENCE DWG's

EASEMENTS REQUIRED

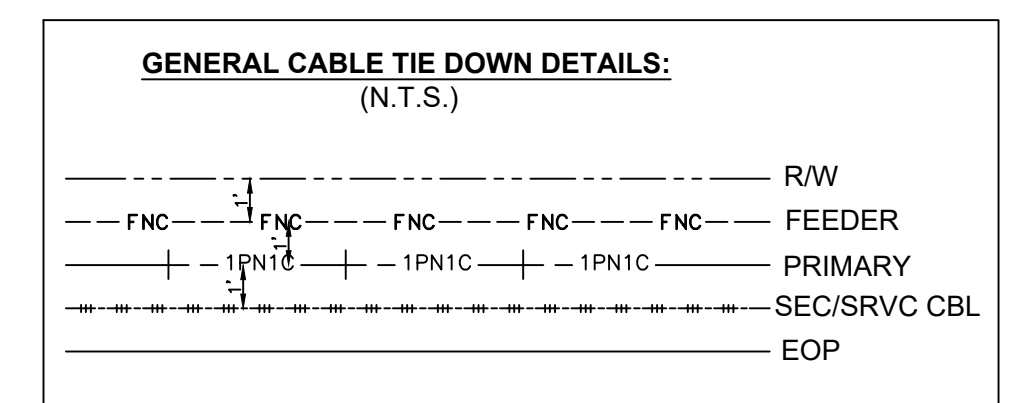
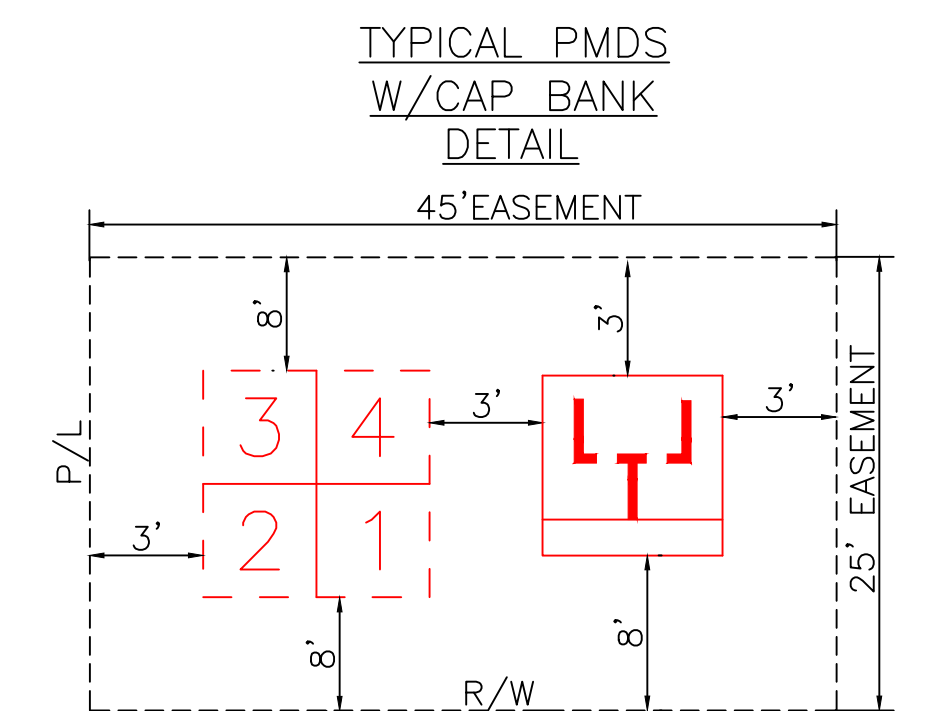
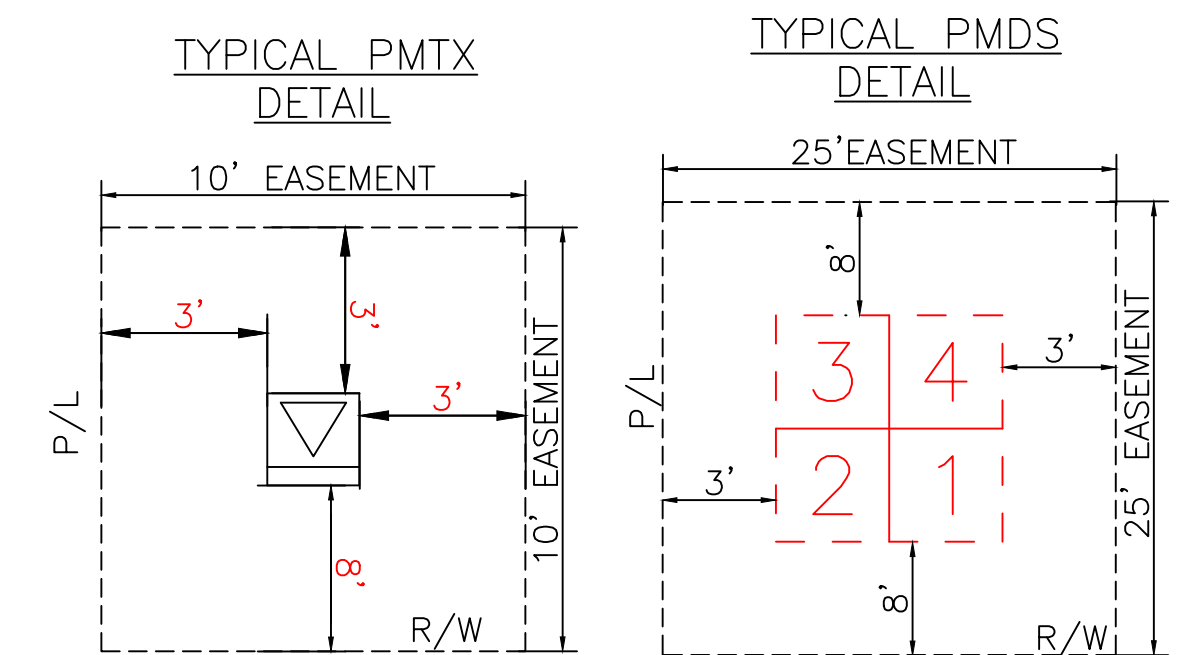
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Initials	Cart. Date	Foreman's Signature				Date	DRAWN BY						
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.						DATE							
Supervisor's Signature						Date	MAP NO.						
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.						0 20 40 80 FEET							
Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐				DWG NO. WR: 11341323 WR: D0113 - 41 - 323					
Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐									
Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet									
PERMIT REQ'D CITY WMD		DR. DIST.		COUNTY AIR						STATE RD		FAA	
		RR KING		COUNTY RD.						TRANSM.			
Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐									

FOR CONTINUATION SEE PAGE 7



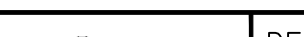
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Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

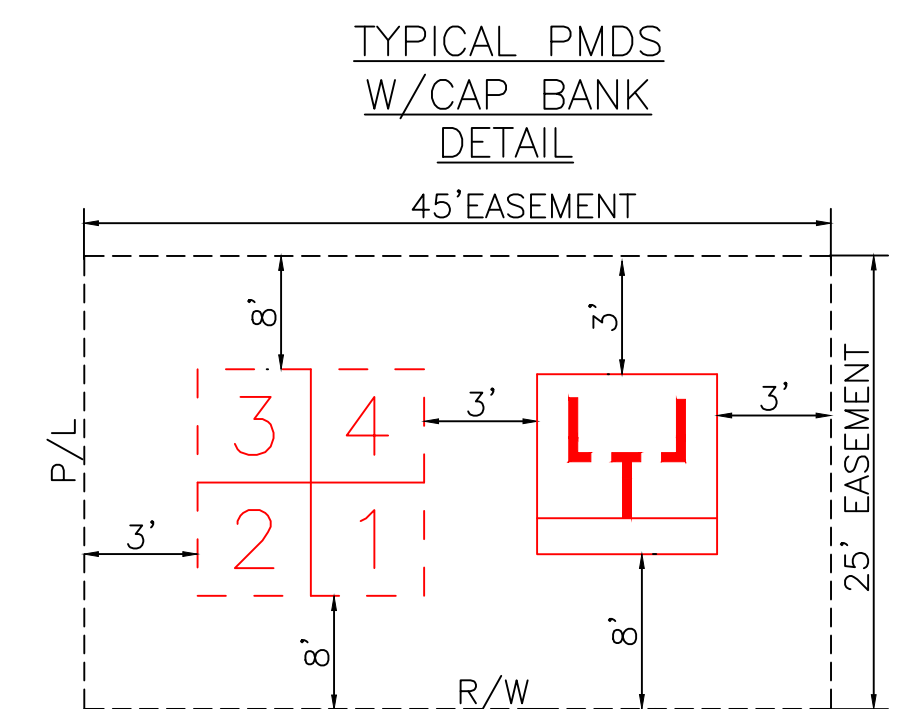
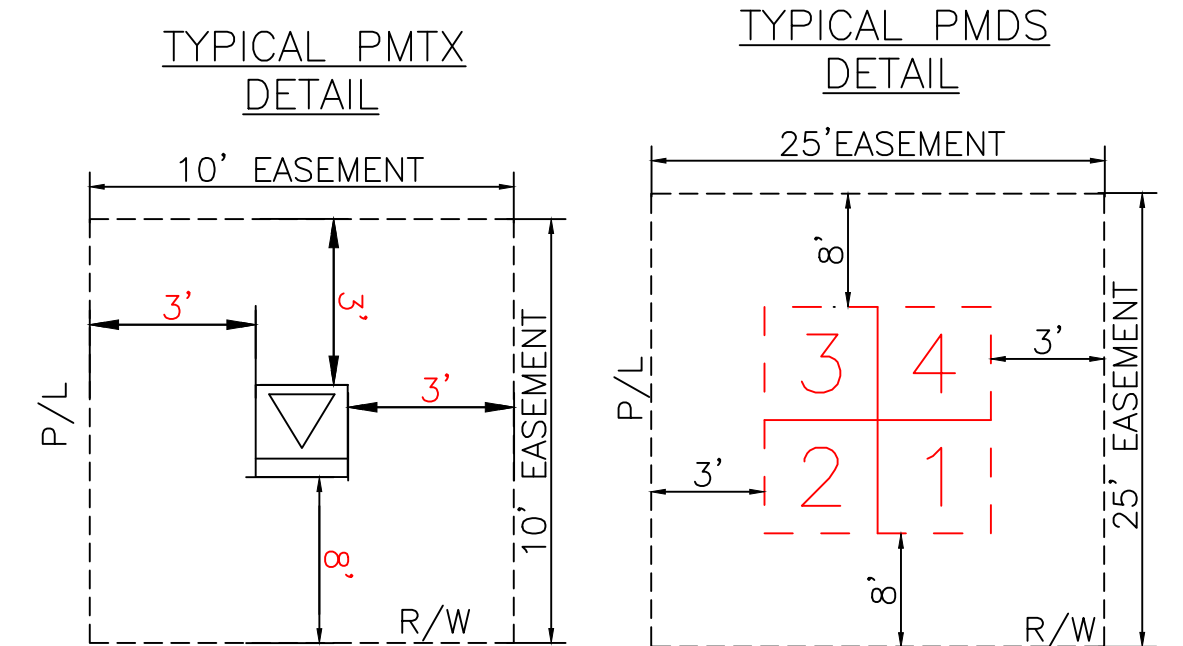


REFERENCE DWG's

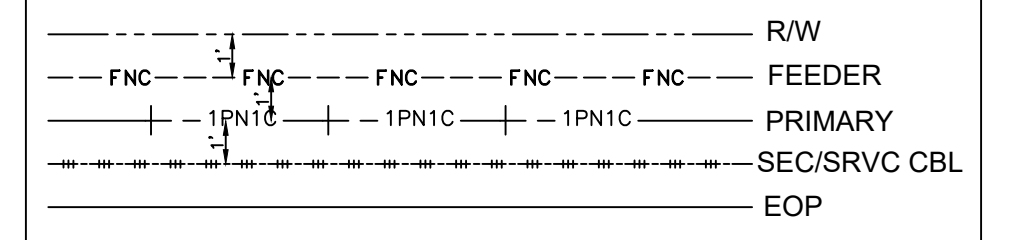
EASEMENTS REQUIRED

AS-BUILT COPY		AS-BUILT CREW PRINT				DESIGNED BY		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL			
Initials	Cart. Date	Foreman's Signature				Date				DRAWN BY	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.						Trench Feet				Duct Bank Feet	
Supervisor's Signature		Date				CITY				DR. DIST.	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.						WMD				RR KING	
Foreman's Signature		Date		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐		DWG NO. PAGE 7A WR: 11341323 WR: D0113 - 41 - 323			

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG's

TWNP: 00S RNG: 00E SEC: 00 QTR:

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION

US HWY-90
DESTIN/OKALOOSA, FL

DWG NO.	PAGE 8
---------	--------

WR: 11341323 WR: D0113- 41 -323

ROW AGREEMENT

EASEMENTS REQUIRED

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐	
Initials	Cert. Date	Foreman's Signature		Date		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet	
Supervisor's Signature		Date		PERMIT RECORD	CITY	DR. DIST.	COUNTY AIR	STATE RD	FAA
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.					WMD	RR XING	COUNTY RD.	TRANSM.	
Foreman's Signature		Date		Posted by	Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐		

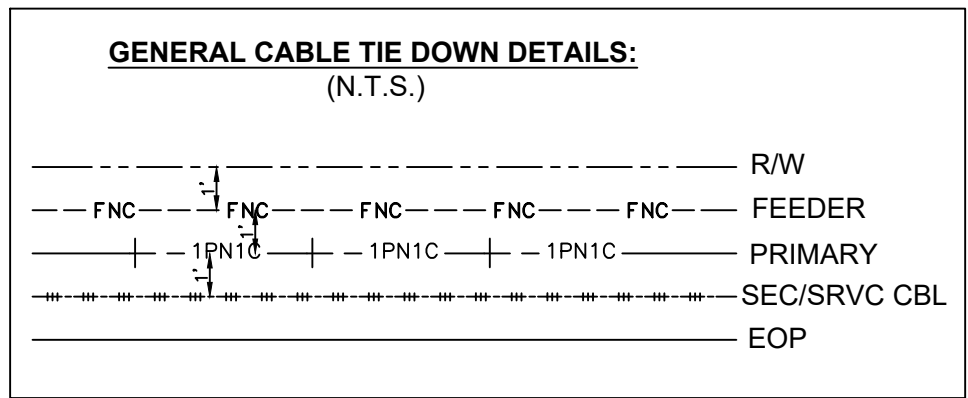
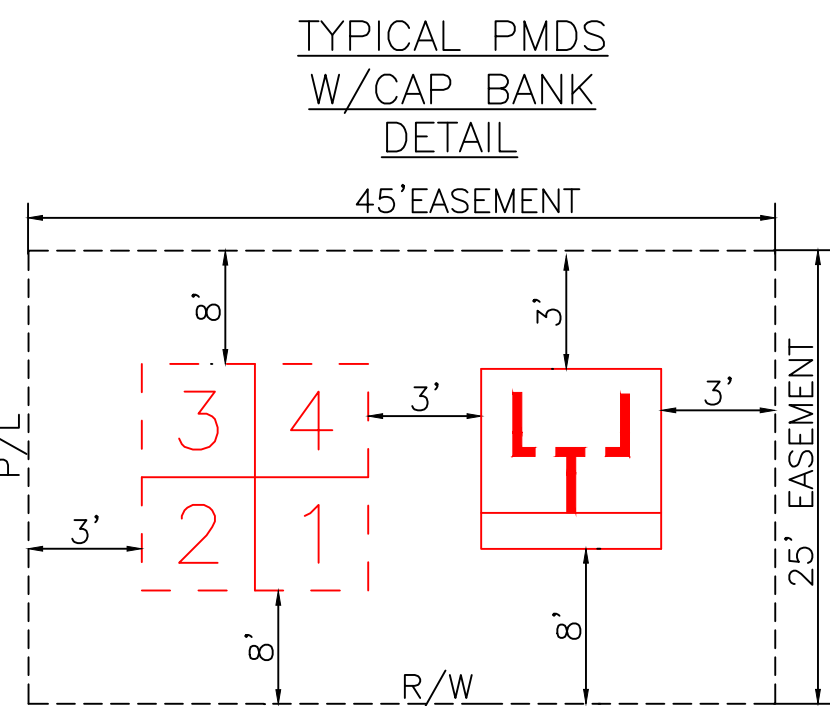
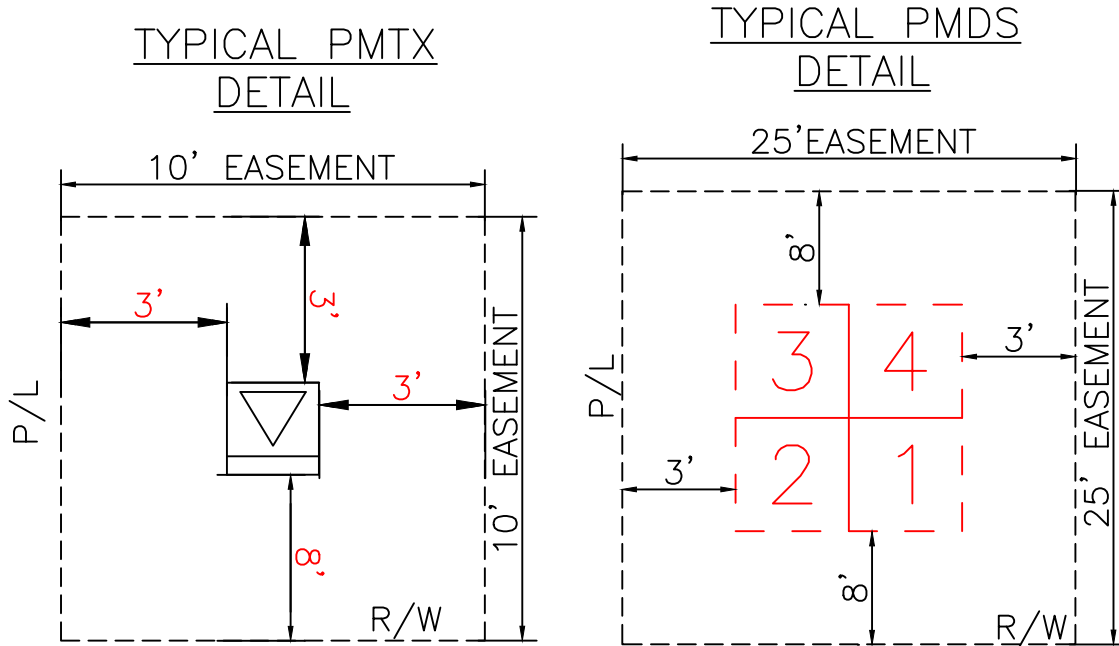
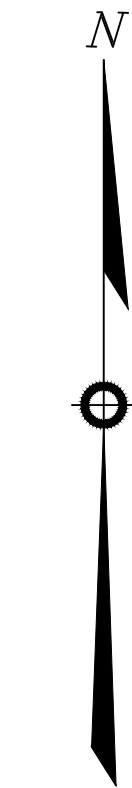


DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	—

0 20 40 80
FFET

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



REFERENCE DWG's

FOR CONTINUATION SEE PAGE 10

FOR CONTINUATION SEE PAGE 8

ROW AGREEMENT

EASEMENTS REQUIRED

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐
Initials	Cert. Date	Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet		
Supervisor's Signature		Date		CITY	DR. DIST.	COUNTY AIR	STATE RD
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Date		WMD	RR XING	COUNTY RD.	TRANS.
Foreman's Signature		Date		Posted by	Telephone Request?	YES ☐ NO ☐	CATV Request?
					YES ☐ NO ☐	CATV Request? YES ☐ NO ☐	



DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	-
0 20 40 80 FEET	

W/A: NW	
CITY OF DESTIN PHASE 1	
UG FOR CONSTRUCTION	
US HWY-90	
DESTIN/OKALOOSA, FL	
DWG NO.	PAGE 9
WR: 11341323	WR: D0113 - 41 - 323

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

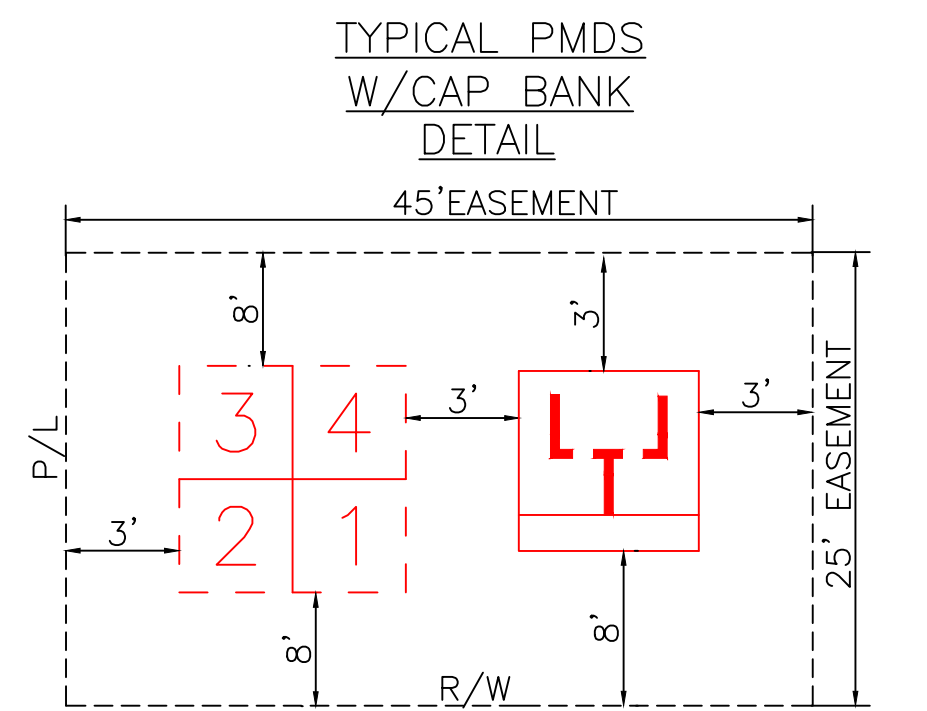
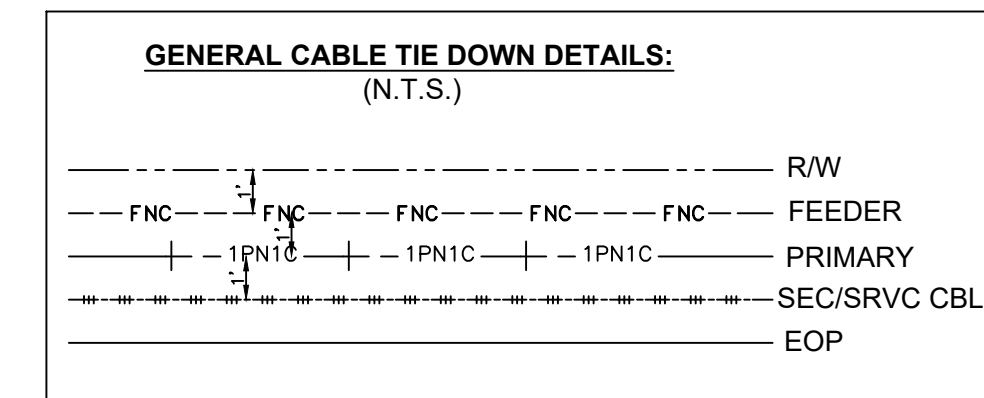
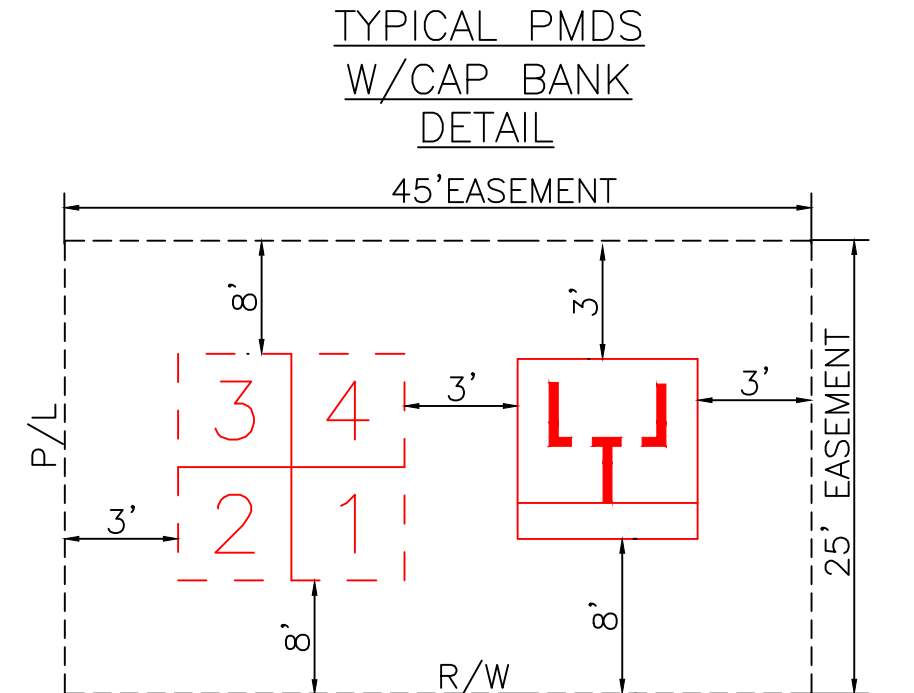
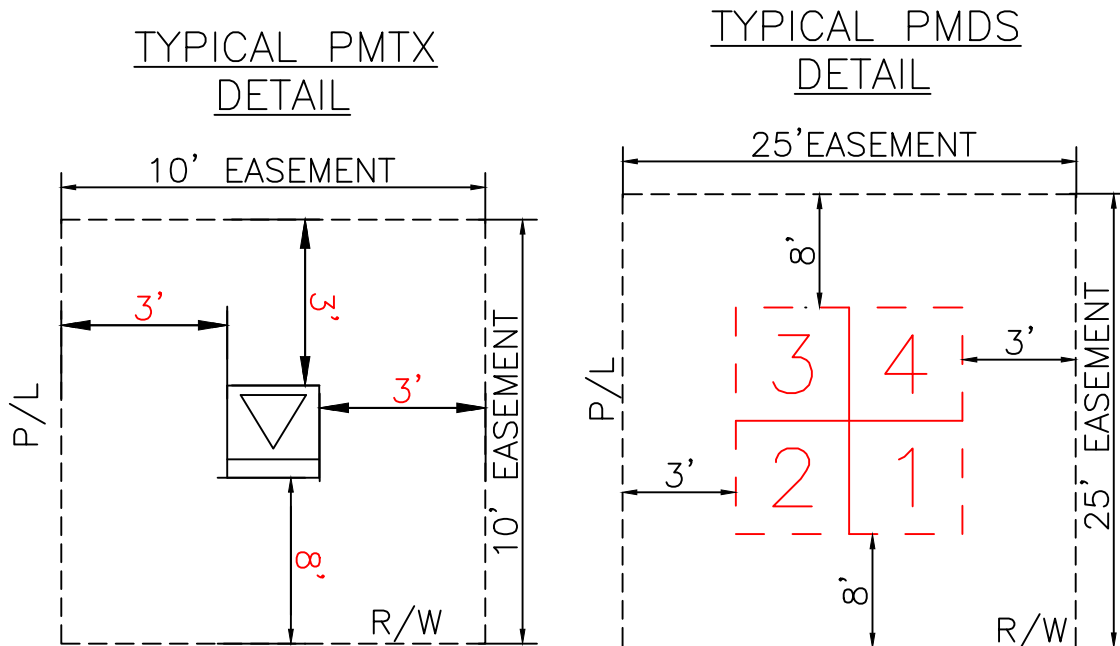
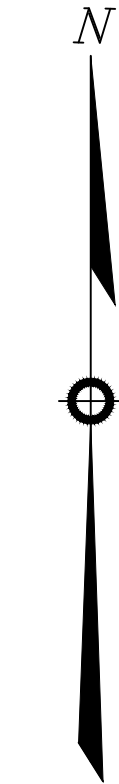


Diagram illustrating the timing relationship between the R/W (Read/Write) signal and the FEEDER, PRIMARY, SEC/SRV CBL, and EOP signals. The R/W signal is shown as a dashed line with a high pulse. The FEEDER signal is a solid line with a high pulse. The PRIMARY signal is a solid line with a high pulse. The SEC/SRV CBL signal is a solid line with a high pulse. The EOP signal is a solid line with a high pulse.

M/A: NW	
CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION	
US HWY-90 DESTIN/OKALOOSA, FL	
DWG. NO.	PAGE 10
W/P- 11341323	W/P- D0113 - 41 - 323

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



REFERENCE DWG's

FOR CONTINUATION SEE PAGE 12

FOR CONTINUATION SEE PAGE 10

ROW AGREEMENT

EASEMENTS REQUIRED

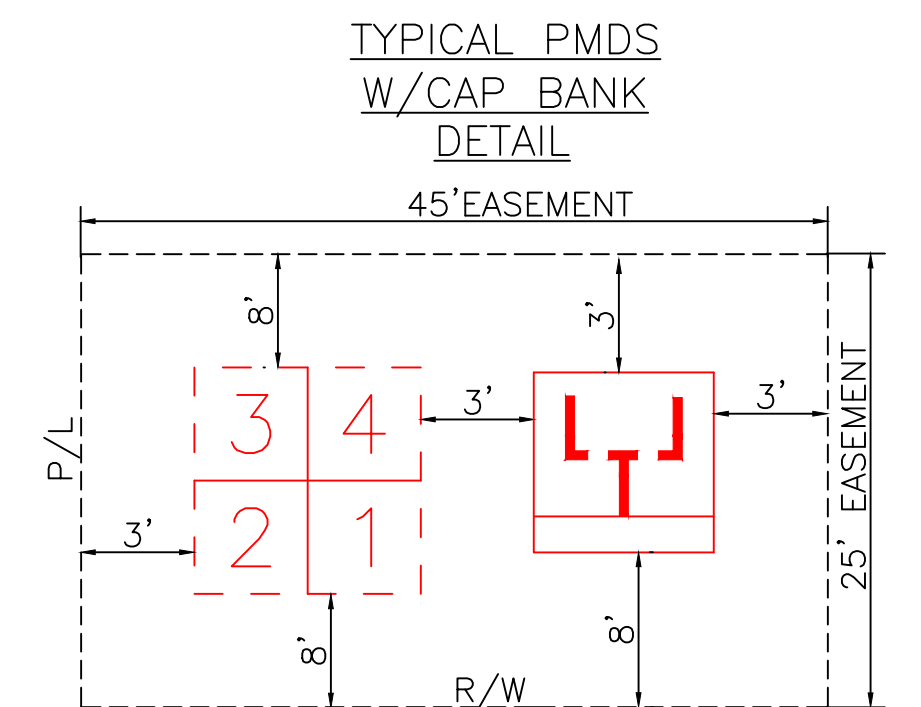
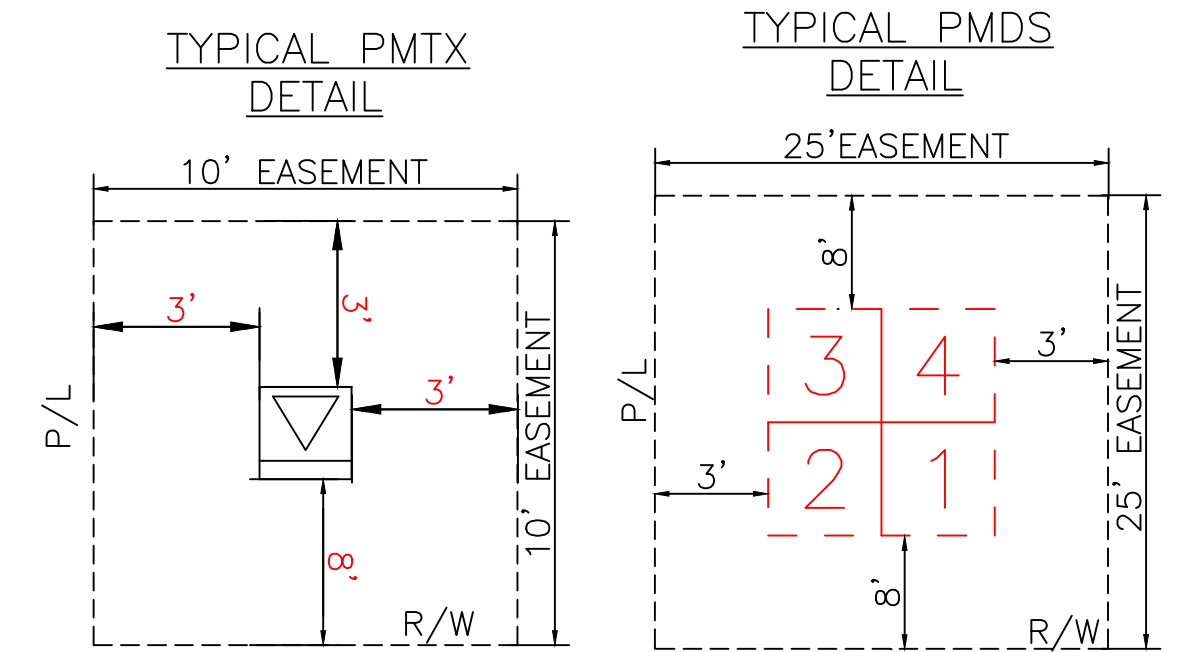
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Initials	Cert. Date	Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet		
Supervisor's Signature		Date		CITY	DR. DIST.	COUNTY AIR	STATE RD
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Date		WMD	RR XING	COUNTY RD.	TRANS.
Foreman's Signature		Date		Posted by	Telephone Request?	YES ☐ NO ☐	CATV Request?
					YES ☐ NO ☐	CATV Request?	



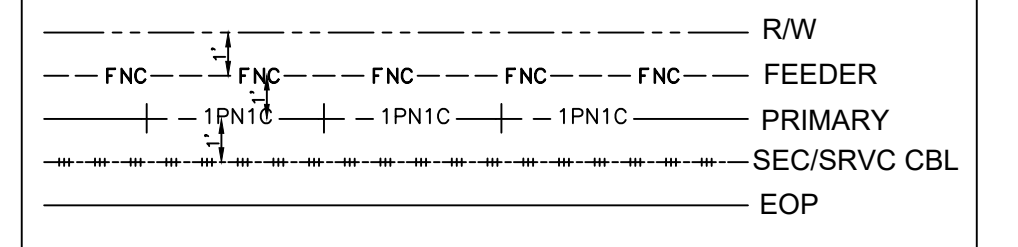
DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	
0 20 40 80 FEET	

W/A: NW	
CITY OF DESTIN PHASE 1	
UG FOR CONSTRUCTION	
US HWY-90	
DESTIN/OKALOOSA, FL	
DWG NO.	PAGE 11
WR: 11341323	WR: D0113 - 41 - 323

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



REFERENCE DWG'S

TWNP: 00S RNG: 00E SEC: 00 QTR: _____

CITY OF DESTIN PHASE 1
UG FOR CONSTRUCTION

US HWY-90
DESTIN/OKALOOSA, FL

DWG NO. PAGE 12
WR: 11341323 WR: D0113 — 41 — 323

ROW AGREEMENT

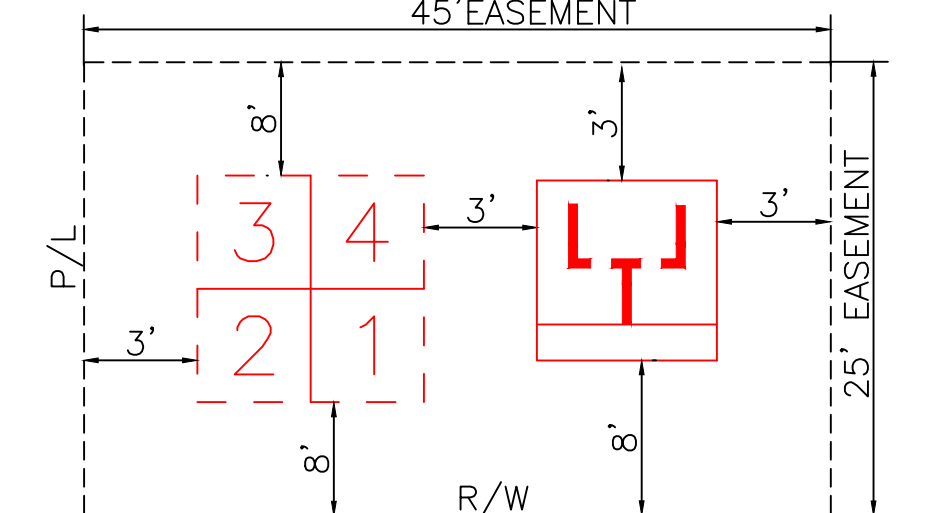
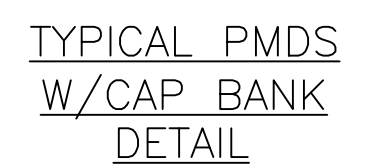
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Initials	Cert. Date	Foreman's Signature _____ Date _____		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐			DRAWN BY			
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet			DATE			
Supervisor's Signature _____ Date _____ All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Permit Rec'd		CITY DR. DIST. COUNTY AIR STATE RD FFA		WMD RR XING COUNTY RD. TRANSM.			MAP NO. _____			
Foreman's Signature _____ Date _____		Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐				 0 20 40 80 FEET		DWG NO. PAGE 12 WR: 11341323WR: D0113 - 41 - 323		

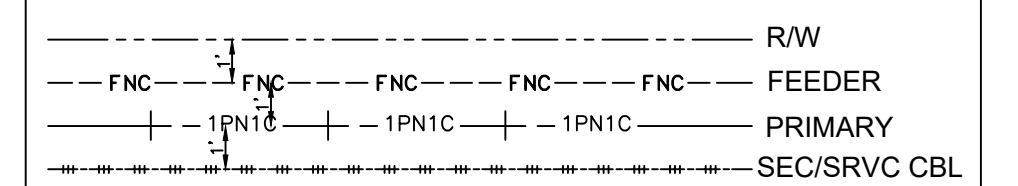
FOR CONTINUATION SEE PAGE 13

FOR CONTINUATION SEE PAGE 11

PLOT DATE: 00/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME



GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)

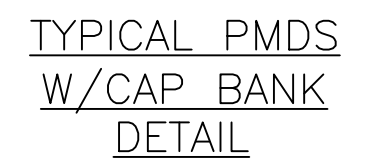


REFERENCE DWG'S

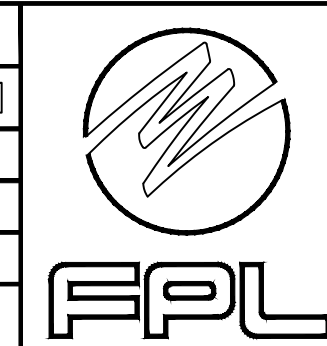
FOR CONTINUATION SEE PAGE 13



Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



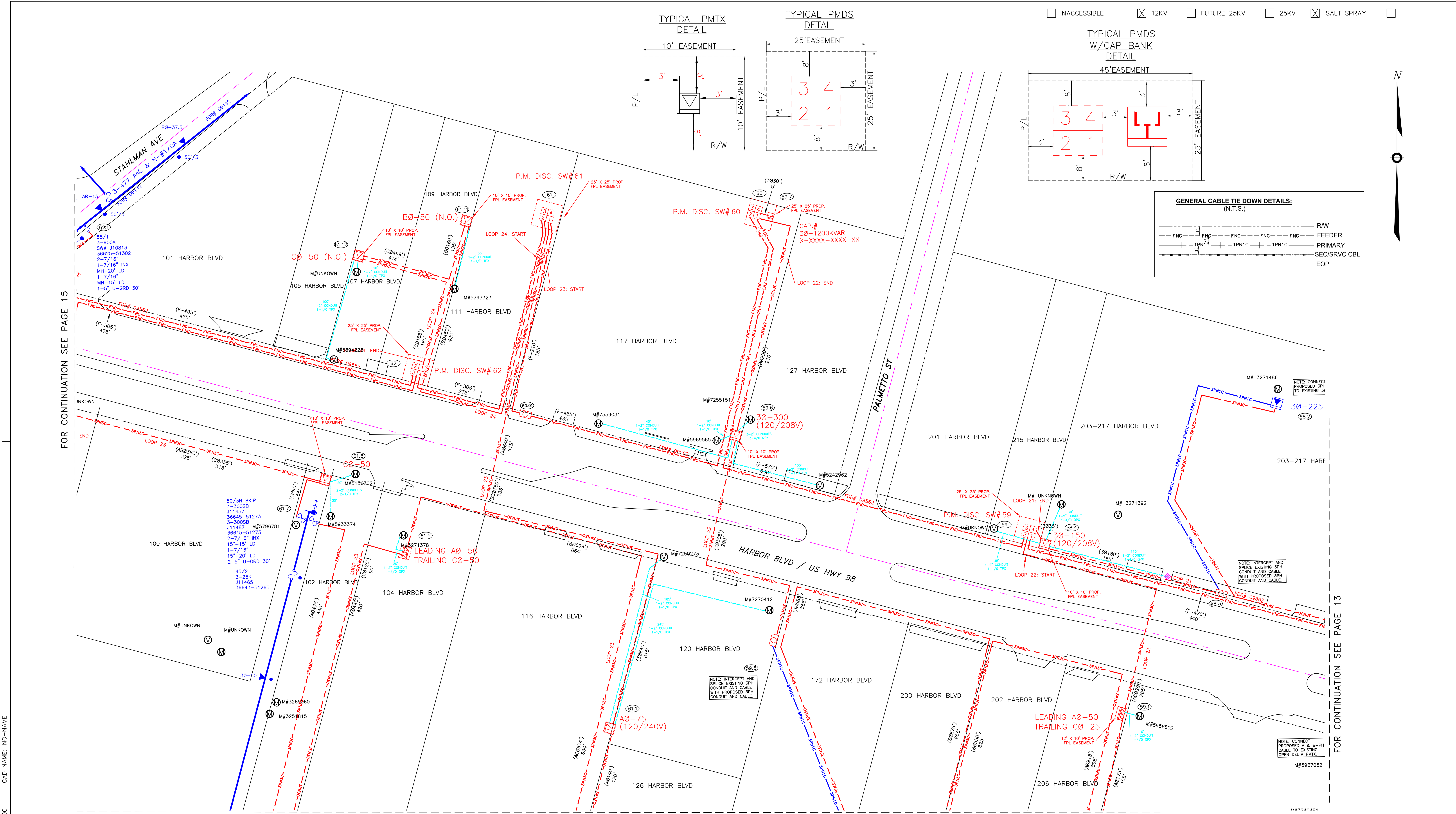
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Initials	Cert. Date	Foreman's Signature		Date		Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Map Posting? YES ☐ NO ☐		Trench Feet			Duct Bank Feet		
Supervisor's Signature		Date		PERMIT REQ'D	CITY		DR. DIST.	COUNTY AIR	STATE RD	FAA	
Foreman's Signature		Date			WMD		RR XING	COUNTY RD.	TRANSM.		
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.				Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐			



DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	-

A horizontal graphic scale bar with tick marks at 0, 20, 40, and 80. The word "FEET" is centered below the bar.

M/A: NW	
CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION	
US HWY-90 DESTIN/OKALOOSA, FL	
DWG. NO.	PAGE 13A
WR: 11341323	WR: D0113 - 41 - 323



FOR CONTINUATION SEE PAGE 15

FOR CONTINUATION SEE PAGE 13

PLOT DATE: 06/00/00 PLOT TIME: 00:00:00 CAD NAME: NO-NAME

FOR CONTINUATION SEE PAGE 14B

FOR CONTINUATION SEE PAGE 14B

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

ROW AGREEMENT

EASEMENTS REQUIRED

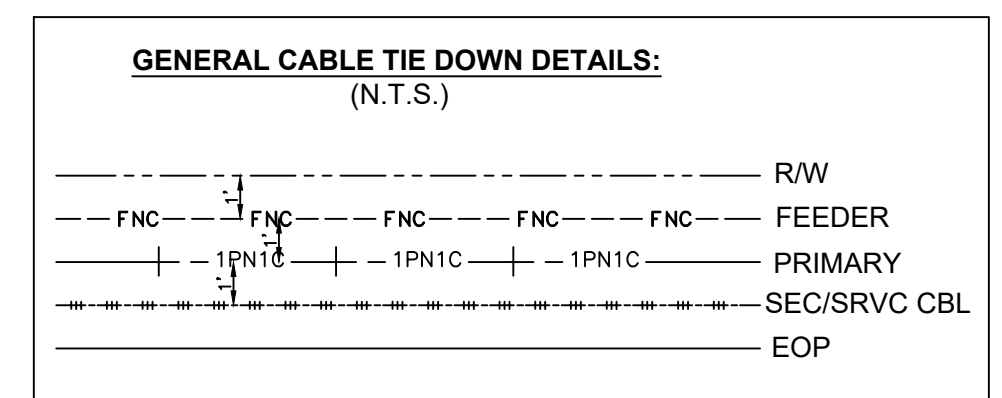
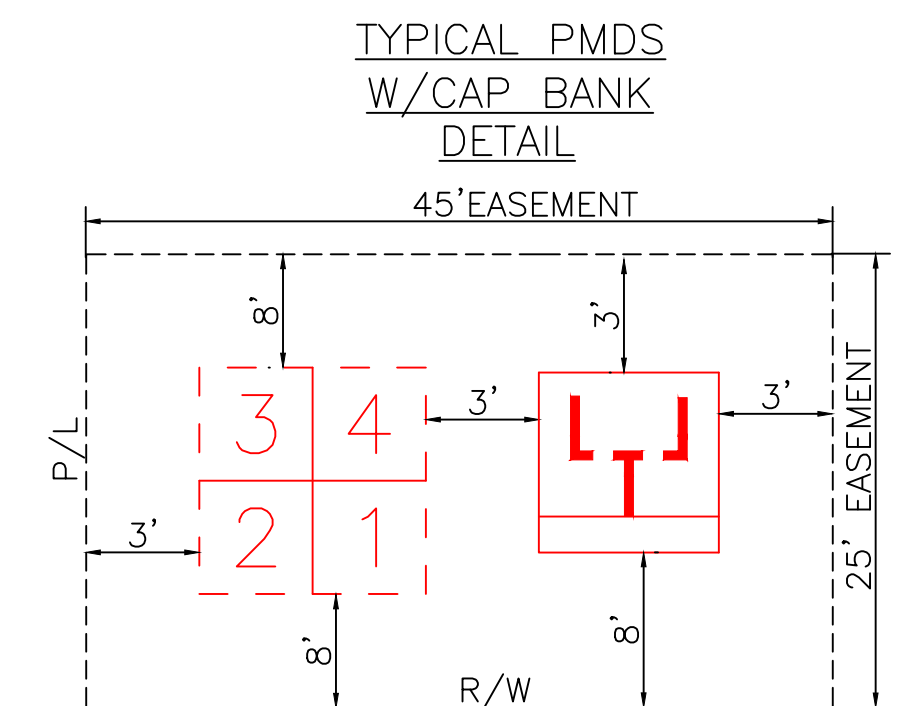
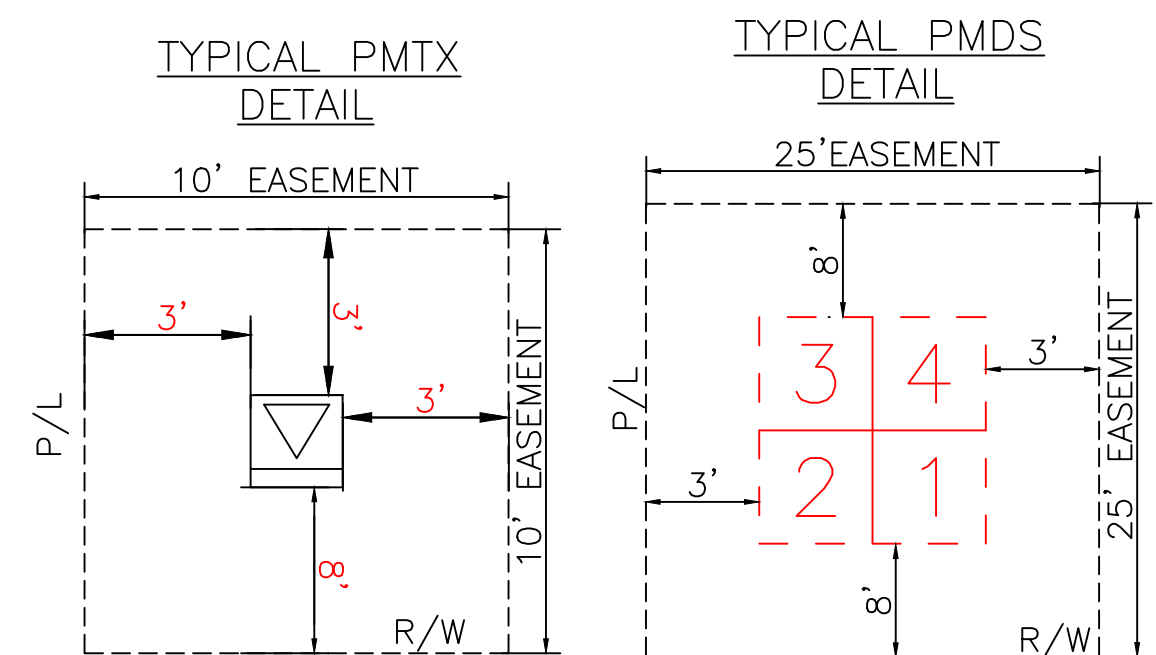
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Initials	Cert. Date	Foreman's Signature	Date	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				
Supervisor's Signature		Date		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				
Foreman's Signature		Date		
Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	
Map Posting?	YES ☐ NO ☐	Trench Feet	Duct Bank Feet	
PERM RECORD	CITY	DR. DIST.	COUNTY AIR	
	WMD	RR XING	COUNTY RD.	
Posted by	Telephone Request?	YES ☐ NO ☐	CATV Request?	YES ☐ NO ☐



DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	

W/A: NW	
CITY OF DESTIN PHASE 1	
UG FOR CONSTRUCTION	
US HWY-90	
DESTIN/OKALOOSA, FL	
DWG NO.	11341323
WR:	D0113 - 41 - 323

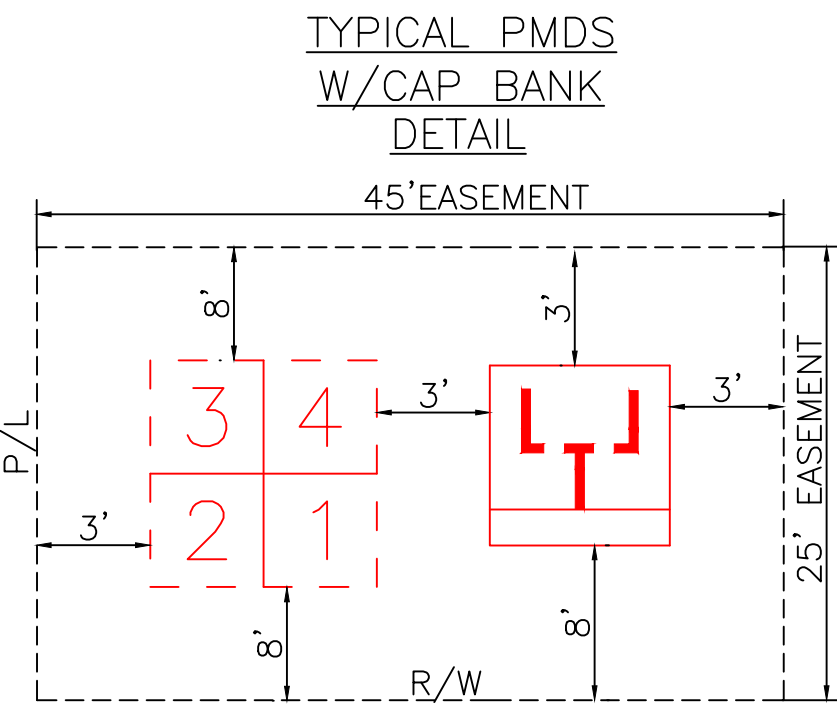
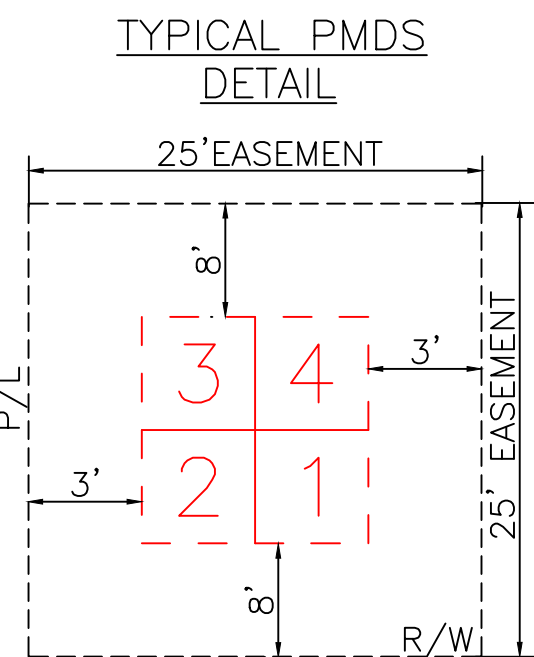
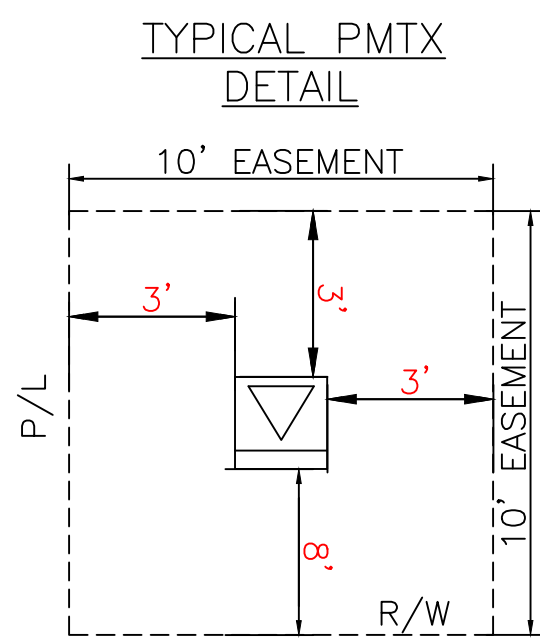
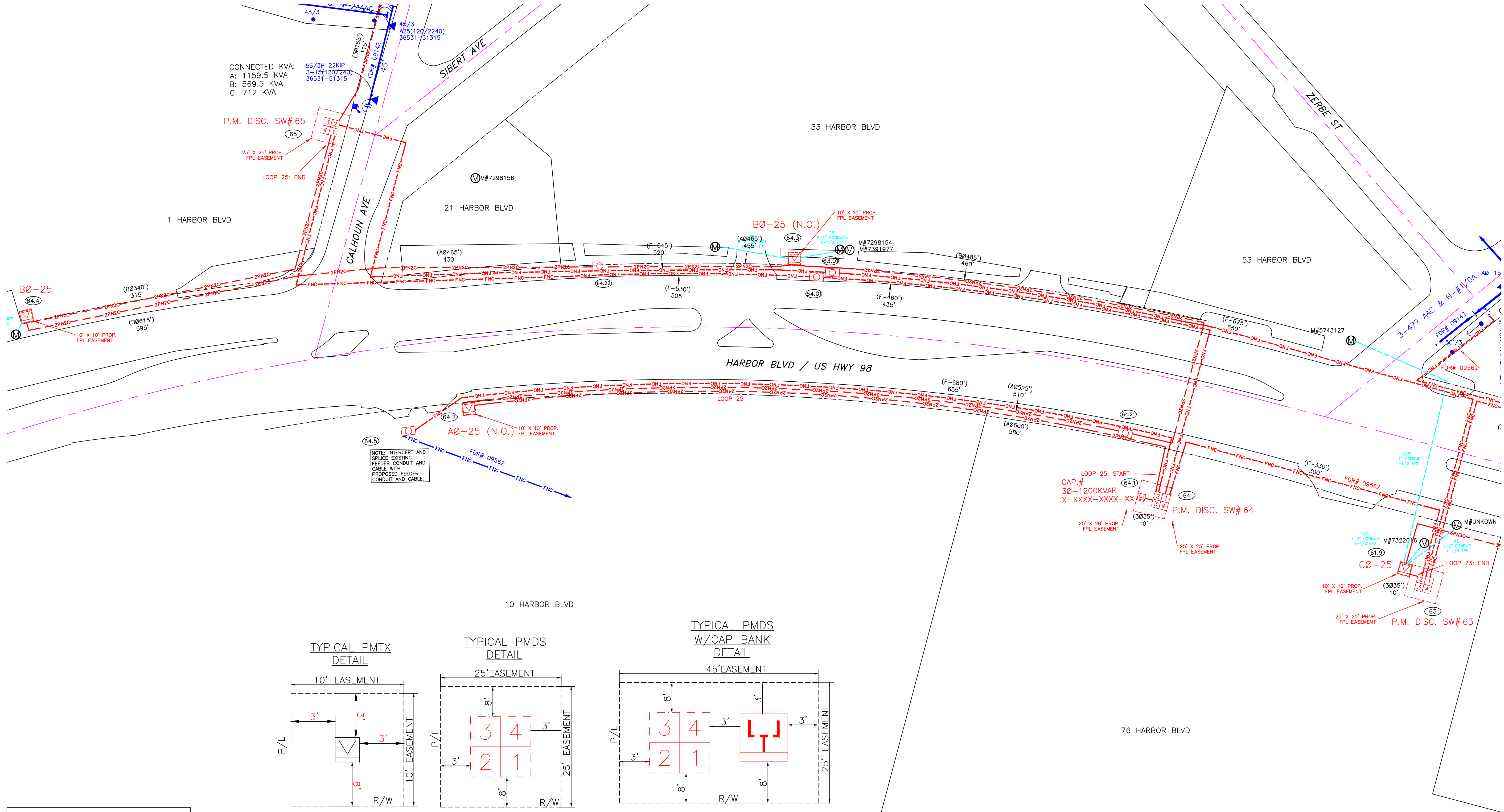
Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



REFERENCE DWG'S

EASEMENTS REQUIRED

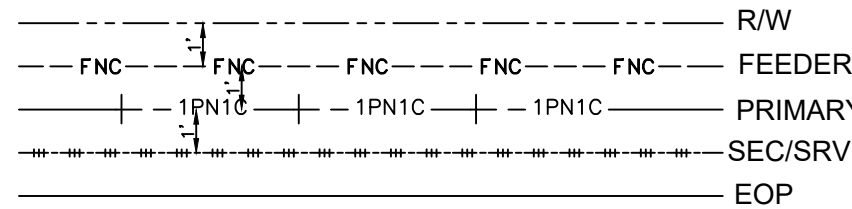
AS-BUILT COPY		AS-BUILT CREW PRINT								 FPL		DESIGNED BY _____		M/A: NW CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL					
Initials _____	Date _____	Foreman's Signature _____		Date _____		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐				Work with SMO? YES ☐ NO ☐						DRAWN BY _____	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.				Tree Work? YES ☐ NO ☐		Designer/Stake? YES ☐ NO ☐		CT/Special Mtr? YES ☐ NO ☐				DATE _____							
Supervisor's Signature _____		Date _____		Map Posting? YES ☐ NO ☐		Trench Feet _____		Duct Bank Feet _____				MAP NO. _____		0 20 40 80 _____ FEET					
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				REPAIR RECORD CITY DR. DIST. COUNTY AIR STATE RD FAA WMD RR KING COUNTY RD. TRANSM.		Posted by _____		Telephone Request? YES ☐ NO ☐				CATV Request? YES ☐ NO ☐		DWG NO. _____					
														WR: 1341323 WR: D0113 - 41 - 323					
Foreman's Signature _____		Date _____																	



ROW AGREEMENT

EASEMENTS REQUIRED

GENERAL CABLE TIE DOWN DETAILS:
(N.T.S.)



Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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AS-BUILT COPY	AS-BUILT CREW PRINT
Initials	Foreman's Signature
Cert. Date	Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature	Date
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature	Date

Easement?	YES ☐ NO ☐	Survey/Stake?	YES ☐ NO ☐	Work with SMO?	YES ☐ NO ☐
Tree Work?	YES ☐ NO ☐	Designer/Stake?	YES ☐ NO ☐	CT/Special Mtr?	YES ☐ NO ☐
Map Posting?	YES ☐ NO ☐	Trench Feet		Duct Bank Feet	
		CITY	DR. DIST.	COUNTY AIR	STATE RD
		WMD	RR XING	COUNTY RD.	TRANS.
Posted by		Telephone Request?	YES ☐ NO ☐	CATV Request?	YES ☐ NO ☐



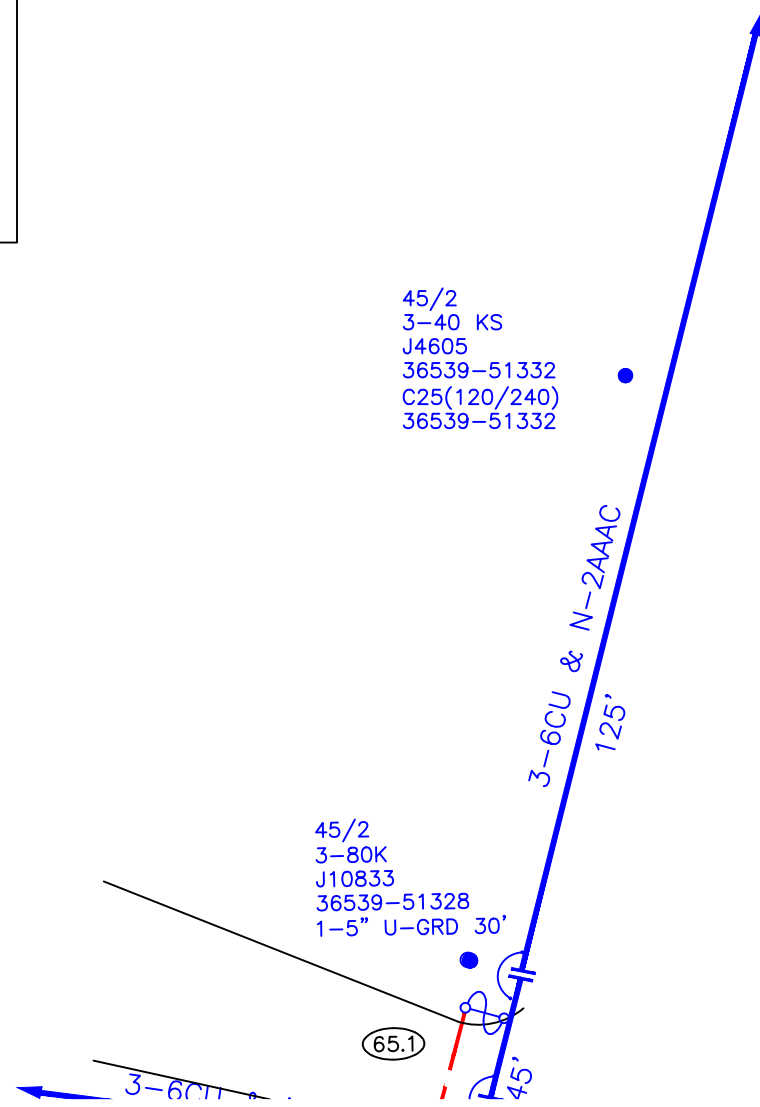
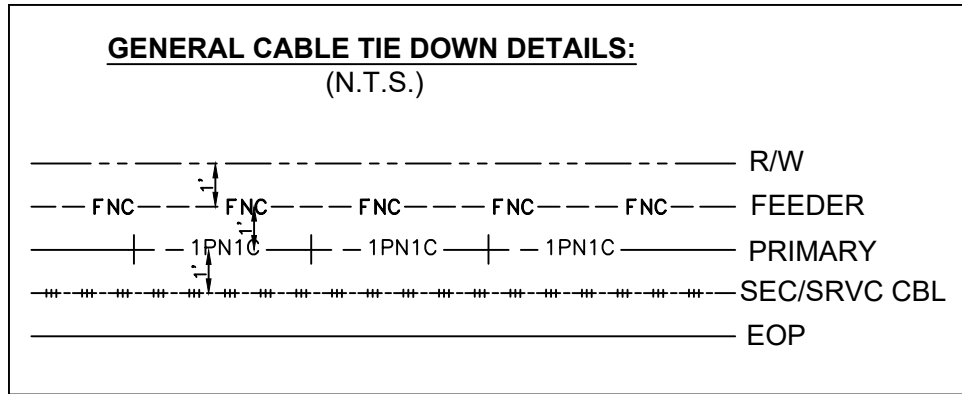
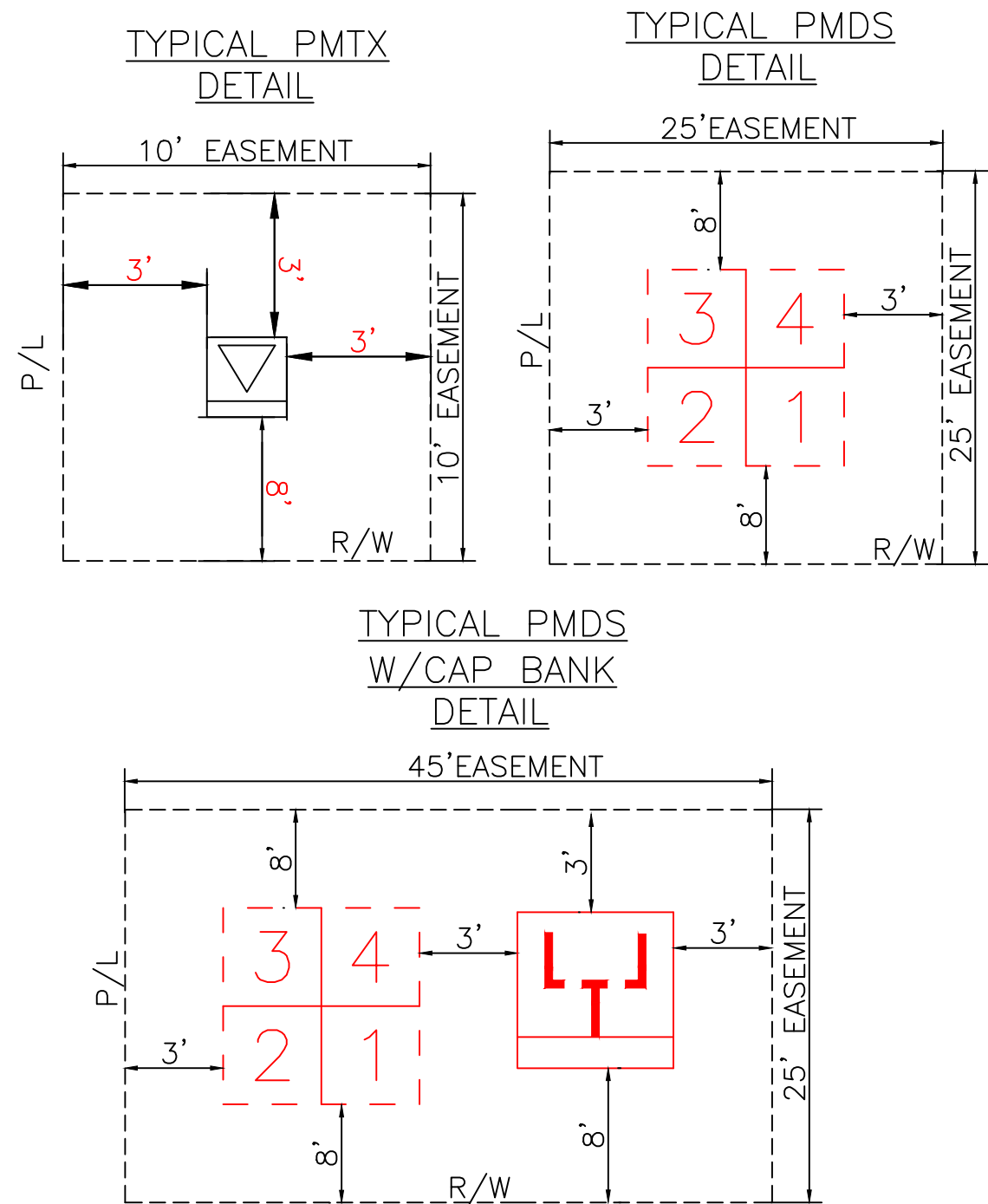
DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	
0 20 40 80 FEET	

W/A: NW	
CITY OF DESTIN PHASE 1	
UG FOR CONSTRUCTION	
US HWY-90	
DESTIN/OKALOOSA, FL	
DWG NO.	PAGE 15
WR: 11341323	WR: D0113 - 41 - 323

FOR CONTINUATION SEE PAGE 14

ROW AGREEMENT

EASEMENTS REQUIRED



Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

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AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☐ NO ☐		Survey/Stake? YES ☐ NO ☐		Work with SMO? YES ☐ NO ☐			DESIGNED BY		CITY OF DESTIN PHASE 1 UG FOR CONSTRUCTION US HWY-90 DESTIN/OKALOOSA, FL DWG NO. PAGE 15A WR: 11341323 WR: D0113 - 41 - 323							
Initials		Cert. Date		Foreman's Signature		Date		Tree Work? YES ☐ NO ☐			Designer/Stake? YES ☐ NO ☐				CT/Special Mtr? YES ☐ NO ☐		DRAWN BY			
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☐ NO ☐		Trench Feet		Duct Bank Feet		CITY			DR. DIST.				COUNTY AIR		STATE RD		FAA	
Supervisor's Signature		Date		All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Foreman's Signature		Date			Telephone Request? YES ☐ NO ☐				CATV Request? YES ☐ NO ☐		MAP NO.		DATE	
Posted by		Telephone Request? YES ☐ NO ☐		CATV Request? YES ☐ NO ☐		0 20 40 80 FEET														

FOR CONTINUATION SEE PAGE 14



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 2, 2023

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Krystal Strickland, Finance Director
Lisa Firth, Parks & Rec Director
Kimberly Kopp, City Attorney

DATE: September 27, 2023

SUBJECT: Parks Foundation By-Laws
(September 7, 2023: Motion by Councilmember Bagby, seconded by Councilmember Geile, to direct the City Manager to proceed with establishing a park foundation and to bring the information back to the council passed 7-0).

I. BACKGROUND:

II. DISCUSSION:

The residents of Destin are very supportive of parks. Culture and Recreation activities account for over 50% of City of Destin Staff and budgetary expenditures.

In recent years, the City has been approached by many individuals wishing to donate land and money for parks and recreation activities. While the City holds a federal tax and state sales tax exempt status, we do not have the budgetary fund accounting flexibility that is held by a non-profit to accept donations and to ensure funds are expended for their restricted (or unrestricted) purpose. In addition, as a small governmental unit, the City of Destin would not be found in the IRS's Tax Exempt Organization database. Donors wishing to give tax-deductible charitable contributions have a more transparent pathway by giving to a charity or non-profit that has received an IRS determination letter recognizing the organization as tax-exempt and that completes an annual 990-Series tax return.

Staff propose creation of a 501(c)(3) Charitable Organization. We would like to keep the purpose and powers of the Destin Parks Foundation very broad, to allow the organization to conduct any business that will not result in losing its tax exempt status, with the general purpose of receiving donations and grants in any form (land, cash, equities, bequests) to be granted, conveyed, or expended in support of Parks within Destin city limits.

Chapter 501 of the internal revenue code describes different types of tax-exempt organizations and activities.

The top two qualifications under the Internal Revenue Code to qualify as a 501 (c)(3) tax exempt organization include:

*no part of the net earnings shall inure to the benefit of any private shareholder or individual

*no substantial part of the activities ... is carrying on propaganda or otherwise attempting to influence legislation... and does not participate in...any political campaign on behalf of (or in opposition to) any candidate for public office

Next steps:

Step 1. Confirmation of name. Staff proposes "Destin Parks Foundation"

Step 2. Bring interested parties together to establish a Board (Board will establish/approve bylaws) and a registered agent

Step 3. File Articles of Incorporation/Register the entity with the Division of Corporations (sunbiz).

Step 4. Register with the Department of Business & Professional Regulation

Step 4. Apply to IRS for an EIN and a determination letter of tax status (501c3)

Step 5. Apply to State of Florida for sales tax exemption

Step 6. Hire (or obtain pro-bono) legal counsel and a CPA

Step 7. Set up a bank account

Staff recommends that the Council appoint a Council Member or the Mayor to reach out to the community and encourage the community to establish the Foundation and its initial board, with assistance as needed from the City.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor: Jim Bagby

III. CONCLUSION: Bylaws are attached for Council review and comment. It is recommended that the City Council appoint an individual Council Member or the Mayor to reach out to community members to establish the Foundation, set up the initial board, and have the City assist as needed.

IV. RECOMMENDED MOTION: I move to appoint _____ to work with the Community to help encourage the establishment of a Park Foundation and its initial board.

Attachments:

1. BYLAWS _DPF Sept 28 2023

BYLAWS OF DESTIN PARKS FOUNDATION, INC.

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Article One: Location and Purpose

Section 1A. Principal Office. The principal office of Destin Parks Foundation, Inc. (the “Foundation”) shall be located within the City of Destin, Okaloosa County, Florida.

Section 1B. Purpose. IRC Section 501(c)(3) Purposes.—This foundation is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code.

(i) **Specific Objectives and Purposes.**—The specific objectives and purposes of this foundation shall be to:

- a. Develop, articulate and manage a unifying theme and mission for advancement and development of parks located within the City of Destin (“Parks”).
- b. Provide support for the ongoing maintenance, preservation, improvement, expansion and development of the City of Destin Parks and/or Recreation facilities.
- c. Educate the community, especially our children, about the Parks.
- d. Promote incorporation of the Parks into the fabric and culture of our community.
- e. To collect donations, grants and other funding in the exercise of its powers and purposes.
- f. Employ all means available for an IRC 501(c)3 corporation to identify and obtain funding for the present and future needs of the Parks.
- g. Undertake such lawful actions and endeavors as complement or fulfill these objectives and purposes. Consistent with the foundation’s vision and mission.

Article Two: Board of Directors

Section 2A. General Powers and Duties. Subject to the provisions of the laws of this state and any limitations in the articles of incorporation and these bylaws relating to action required or permitted to be taken or approved by the members, if any, of this Foundation, the activities and affairs of this Foundation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors. The Board of Directors of the Foundation shall supervise, manage and control all of the affairs, business activities, and policies of the Foundation.

- (i) It shall be the duty of the directors to:
- a. Perform any and all duties imposed on them collectively or individually by law, by the articles of incorporation, or by these bylaws;
 - b. Appoint and remove, employ and discharge, and, except as otherwise provided in these bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents, and employees of the foundation;
 - c. Supervise all officers, agents, and employees of the foundation to assure that their duties are performed properly;
 - d. Meet at such times and places as required by these bylaws;
 - e. Register their addresses with the secretary of the foundation, and notices of meetings mailed or e-mailed to them at such addresses shall be valid notices thereof.
 - f. Cause an annual third-party compilation of the foundation’s financial statements to be prepared by an independent CPA and presented annually to the board of directors for

review, and a review or audit to be prepared by an independent CPA of the finances of the foundation to the extent required by Florida Statutes or as called for by a majority vote of a quorum of the board of directors.

Section 2B. Number. The number of Directors shall be not more than nine (9) persons but may be decreased or increased from time to time by the Directors of the Foundation. In addition, the City Manager and Director of Parks and Recreation of the City of Destin shall serve as non-voting ex-officio members of the Board.

Section 2C. Election, Term, Vacancies and Removal.

1. **Election.** Directors shall be elected by the affirmative vote of a majority of the Board of Directors present at the annual meeting of the Board or at any other meeting of the Board called for such purpose at which a quorum is present. Notice of any other meeting shall be given in accordance with Section F of this Article II, provided, however, that notice of any such meeting shall specify that the purpose of the meeting is the election of one or more Directors.

2. **Term of Office.** Directors shall serve until their successors are elected or until their voluntary resignation or removal. Directors may serve not more than for three (3) consecutive two (2) year terms.

3. **Vacancies.** Any vacancy occurring on the Board of Directors, including a vacancy resulting from an increase in the number of Directors comprising the Board, shall be filled by the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present or by such other procedures as may be prescribed by the Board.

4. **Resignation.** Any Director may resign at any time by notifying the Chair of the Board, the President or the Secretary in writing, and such resignation shall take effect at the time therein specified.

5. **Removal.** Any Director may be removed, with or without cause, by the affirmative vote of a majority of the Directors present at a meeting at which there is a quorum, if in the judgment of such Directors the best interests of the Foundation would be served thereby.

Section 2D. Regular Meetings. A regular annual meeting of the Board of Directors shall be held at a time to be determined by the Board within the City of Destin, Florida. It may be held on any date set pursuant to resolution of the Board of Directors.

Section 2E. Additional Meetings. Additional meetings of the Board of Directors may be called by or at the request of the Chair or the Executive Committee. The person or persons authorized to call such additional meetings of the Board may fix any place, within the City of Destin, Florida, as the place for holding any additional meeting of the Board called by them.

Section 2F. Notice. Notice of any additional meeting of the Board of Directors shall be given at least five (5) days prior thereto, in form decided by the Board of Directors. Any Director may waive notice of any meeting. The attendance of any Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

Section 2G. Quorum. At all meetings of the Board, a majority of the Directors shall be necessary

and sufficient to constitute a quorum for the transaction of business.

Section 2H. Manner of Acting. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors , except as may be otherwise specifically provided by statute, by the Charter of the Foundation, or by these By-Laws. Meetings of the Board of Directors or of any Committee formed under the authority of these Bylaws may be held by conference telephone call or any other similar communications equipment which allows all participants to communicate with each other. Proxy voting shall be permitted at meetings of Directors.

Section 2I. Compensation. Directors shall not be compensated for their services as Directors to the Foundation, but may be reimbursed for approved expenses incurred on behalf of the Foundation. .

Section 2J. Action Without a Meeting. Any action which is required to be taken, or which may be taken, at a meeting of the Board of Directors or a committee of the Board of Directors established pursuant to Article IV of these Bylaws, may be taken without a meeting if notice is given to all Directors or members of such a committee, as applicable, and if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors or members of such a committee, as applicable.

Section 2K. Advisors to the Foundation. The Board may elect or appoint any person or persons to act in an advisory capacity to the Foundation or in an honorary capacity with respect to the Foundation.

Article Three: Officers

Section 3A. The Officers. The Officers of the Foundation shall be the President, Vice President, Secretary and Treasurer, and such other Officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect such other Officers, including an Executive Director, Assistant Secretaries, or Assistant Treasurers, as it shall deem desirable, such Officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two (2) or more offices except those of President and Secretary may be held by the same person.

Section 3B. Election and Term of Office. The Officers of the Foundation shall be elected annually at the regular Annual Meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Except as may be provided herein, each Officer shall hold office until his or her successor shall have been duly chosen and shall qualify, or until his or her death, resignation or removal in the manner hereinafter provided.

Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors.

Any Officer or agent elected or appointed by the Board of Directors may be removed by a majority vote of the Directors present at any meeting at which there is a quorum (excluding the vote of any Director who is the Officer or agent sought to be removed, provided that a quorum shall be a majority of the non-excluded Directors) whenever, in its judgment, the best interests of the Foundation would be served thereby.

Section 3C. Resignations. Any Officer may resign at any time by giving written notice to the Chair or the Secretary. Any such resignation shall take effect at the date of receipt of such notice, or at any later time therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

Section 3D. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled for the unexpired portion of the term by a vote of the majority of the Directors present at a meeting at which there is a quorum.

Section 3E. President. The President shall in general supervise the affairs of the Foundation, subject, however, to the control of the Board of Directors and the Executive Committee of the Board of Directors and shall preside over all meetings of the Board and shall be an ex-officio member of all committees. In addition, the President shall perform such other duties as may be prescribed by the Board of Directors. . If both the President and Vice President are unable to attend a meeting of the Board, the Board shall designate another Director in attendance to chair the meeting. The President of the Board shall serve for a two (2) year term.

Section 3F. Vice President. If the President is not present at a meeting of the Board of Directors, the Vice President shall preside. If at any time the office of the President is vacant, the Vice President shall also serve as President until the office is filled. The Vice President shall perform such additional duties as may be assigned by the Board of Directors or the Executive Committee from time to time.

Section 3G. Treasurer. The Treasurer shall be responsible for the receipt of monies due and payable to the Foundation from any source whatsoever, and shall deposit all such monies in the name of the Foundation in such banks or other depositories as shall be selected in accordance with Article IV of these Bylaws; and in general perform the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned by the Board of Directors.

Section 3H. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors and of the Executive Committee in one or more books provided for that purpose (which can be accomplished by inserting printed copies of minutes recorded in an electronic format); see that all notices are duly given in accordance with these Bylaws or as required by law; be custodian of the corporate records; and such other duties as from time to time may be assigned by the Board of Directors.

Article Four: Financial Procedures and Foundation Records

Section 4A. Books and Records. The Foundation shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its Board of Directors and Executive Committee, and shall keep at the registered office a record giving the names and addresses of the Board of Directors. All books and records of the Foundation may be inspected by any Director, or his or her agent or attorney, for any proper purpose at any reasonable time.

Section 4B. Fiscal Year. The fiscal year of the Foundation shall begin on the first day of January and end on the last day of December in each calendar year unless otherwise determined by the Board of Directors.

Section 4C. Contracts and Other Documents. The Board of Directors, except otherwise required by law, the Charter, or these Bylaws, may authorize any Officer or Officers, agent or agents, of the Foundation, in addition to the President, to enter into any contract or execute and deliver any instrument or document in the name of and on behalf of the Foundation and such authority may be general or confined to specific instances.a

Section 4D. Checks, Drafts, Loans, Etc. All checks, drafts, loans or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Foundation shall be signed by such Officer or Officers, agent or agents of the Foundation and in such manner as shall from time to time be determined by the Board of Directors. In the absence of such determination, such instrument shall be signed by the Treasurer.

Section 4E. Deposits. All funds of the Foundation shall be deposited to the credit of the Foundation in such banks, trust companies or other depositories as the Board of Directors may from time to time select.

Section 4F. Gifts and Grants.

- (i) **General:** The Board of Directors may accept on behalf of the Foundation any contribution, gift, bequest or devise for the general purpose or for any special purpose of the Foundation. No gift of an interest in land shall be effective and deemed to have been received until it shall have been accepted by the action of the Board of Directors.
- (ii) **“Earmarked” Donations.** Donations may be reserved for specific purposes upon request of the donor.
 - a. **Exclusive Use.** Earmarked donations will be deposited, accounted for, and used exclusively for the purpose(s) for which they were donated.
 - b. **Reporting.** The foundation treasurer will provide a report for the record on the status of all earmarked funds in January and June of each year, and upon the receipt or expenditure of earmarked funds.
 - c. **Sunsetting Provision.** In the unlikely event that future change of law, city government directive, or other unforeseeable circumstance at some time in the future, the board of directors may determine that all or part of donated funds cannot be usefully or practically applied to the purpose of the donation. In that event, the earmarked donated funds may be used for the repair or refurbishment of any amenity located in a City of Destin Park in order to prevent donations from languishing unproductively in a bank account.
 - d. **Communication.** The foundation will endeavor to inform donors who request that their donations be reserved for specific purposes of this policy and of future decisions to repurpose their donations. This policy will also be referenced on the foundation website where earmarking preferences might be expressed by donors.

Section 4G. Waiver of Notice. Wherever any notice whatever is required to be given under the provisions of the Bylaws, under the provisions of the Charter, or by Florida state law, a waiver thereof signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Article Five: Indemnification

In discharging their duties (including acting as trustees, Directors or Officers of other foundations, Foundations, or entities at the request of the Foundation), Directors and Officers shall be indemnified by the Foundation for judgments and fines (whether civil, criminal, administrative, or investigative), amounts paid in settlement, costs, expenses and judgments in actions by or in the right of the Foundation to procure a judgment in its favor, for any of the above-enumerated matters whether threatened, pending or contemplated, as well as reasonable expenses for each, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding or any appeal therein, if such Director or Officer acted in good faith, for a purpose which he or she reasonably believed to be in the best interest of the Foundation but had no reasonable cause to believe that his or her conduct was unlawful.

Article Six: Amendments/Dissolution and Merger

Section 6A. Bylaws. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a two-thirds majority vote of a quorum of the Board of Directors present at any regular or at any special-called meeting of the Board pursuant to the provisions of Florida state law.

Section 6B. Dissolution and Merger. The Foundation may be altered or amended and the Foundation may be dissolved or merged by a two-thirds majority vote of the entire Board of Directors at a regular or at any special- called meeting of the Board pursuant to the provisions of Florida state law.

Article Seven. Parliamentary Procedures

The rules contained in Robert's Rules of Order shall guide the meetings of the Foundation on any matters not specifically covered by the rules adopted by the Foundation. Failure to abide by Robert's Rules of Order shall not nullify any action of the Board.

Article Eight. Policies Regarding Relationship with the City of Destin

The Foundation shall maintain a collaborative relationship with the City of Destin. All activities, events and projects sponsored by the Foundation shall be consistent with the ordinances and policies of the City of Destin. The Foundation shall raise funds through means consistent with the policies of the City of Destin.

Article Nine: IRC 501(c)(3) Tax Exemption Provisions

Section 9A. Limitations on Activities. All of the assets and income of the Foundation shall be used directly and only for the purposes herein above set out, including the payment of expenses incidental thereto; and no part of its assets or income shall be distributable to its members, trustees or officers, and no part of its activities shall be for the carrying on of propaganda or otherwise: attempting to influence legislation, and the Foundation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provisions of these bylaws, this foundation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

Section 9B. Prohibition Against Private Inurement. No part of the net earnings of this foundation shall inure to the benefit of, or be distributable to, its members, directors or trustees, officers, or other private persons, except that the foundation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this foundation.

Section 9C. Distribution of Assets. In the event of dissolution or other termination of this foundation, title to all its assets remaining after payment or provision for payment, of all debts and liabilities of this foundation, shall vest to a successor foundation incorporated for the express purposes herein above set out, to be used exclusively for the purposes herein above set out, it being intended that no distribution or payment shall be made which will impair or destroy the tax exempt status of the Foundation or which will result in the denial of the tax exempt status of donations, contributions, legacies, bequests, or dues received by this Foundation, to the extent that such tax exempt status shall be allowed under any applicable laws or regulations.

Article Ten: Conflicts of Interest

Section 10A. Purpose: The purpose of this conflict of interest policy is to:

- (a) Protect this tax-exempt corporation's interests when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the foundation or any "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations and which might result in a possible "excess benefit transaction" as defined in Section 4958(c)(1)(A) of the Internal Revenue Code and as amplified by Section 53.4958 of the IRS Regulations.
- (b) Protect the foundation's interests when it is contemplating entering into a transaction or arrangement that might benefit the interests of an organization with which an officer or director of the foundation is affiliated as a member, including but not limited to current, prospective, or proposed contributions to the foundation, foundation expenditures, or memorials at the Park.
- (c) This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 10B. Definitions.

- (1) Interested Person.
 - (a) Any director, principal officer, member of a committee with governing board delegated powers, or any other person who is a "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations, who has a direct or indirect financial interest, as defined below, is an interested person.
 - (b) Any director, principal officer, member of a committee with delegated powers who is a "disqualified person" by virtue of their affiliation with the organization with which the foundation is contemplating entering into a transaction or arrangement as described in Section 1 above.
- (2) Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - (a) An ownership or investment interest in any entity with which the foundation has a transaction or arrangement;
 - (b) A compensation arrangement with the foundation or with any entity or individual with which the foundation has a transaction or arrangement; or
 - (c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the foundation is negotiating a transaction or arrangement.
 - (d) A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.
- (3) Compensation. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

Section 10C. Conflict of Interest Avoidance Procedures. The following procedures apply to the avoidance of conflicts of interest

- (a) Duty to Disclose.
 - 1. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement at the outset of

- the commencement of discussion or vote on the matter under consideration.
2. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of their affiliation with any organization with which the foundation is contemplating entering into a transaction or arrangement as described in Section 1 above at the outset of the commencement of discussion or vote on the matter under consideration.
- (b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
- (c) Procedures for Addressing the Conflict of Interest. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
1. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 2. After exercising due diligence, the governing board or committee shall determine whether the foundation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 3. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the foundation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.
- (d) Violations of the Conflicts of Interest Policy.
1. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
 2. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 10D. Records of Board and Board Committee Proceedings. The minutes of meetings of the governing board and all committees with board delegated powers shall contain:

- (a) The names of the persons who disclosed or otherwise were found to have a financial or affiliation interest in connection with an actual or possible conflict of interest, the nature of the financial or affiliation interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- (b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection

with the proceedings.

Section 10E. Annual Statements. Each director, principal officer, and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- (a) has received a copy of the conflicts of interest policy;
- (b) has read and understands the policy;
- (c) has agreed to comply with the policy;
- (d) understands the foundation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes; and
- (e) understands the foundation, and its members and officers have a primary responsibility to protect the interests of the foundation first and foremost, and that it must engage in activities which accomplish its founding objectives.

Section 10F. Periodic Reviews. To ensure the foundation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects: Whether partnerships, joint ventures, and arrangements with management organizations conform to the foundation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit, or in an excess benefit transaction.

Section 10G. Use of Outside Experts. When conducting the periodic reviews as provided for in Section 10F., the foundation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Article Eleven. Construction and Terms

Section 11A. Conflict. If there is any conflict between the provisions of these bylaws and the articles of incorporation of this foundation, the provisions of the articles of incorporation shall govern.

Section 11B. Severability. Should any of the provisions or portions of these bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these bylaws shall be unaffected by such holding.

Section 11C. Articles of Incorporation. All references in these bylaws to the articles of incorporation shall be to the articles of incorporation, articles of organization, certificate of incorporation, organizational charter, corporate charter, or other founding document of this foundation filed with an office of this state and used to establish the legal existence of this foundation.

Section 11D. Internal Revenue Code. All references in these bylaws to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code of 1986 as amended from time to time, or to corresponding provisions of any future federal tax code.

ADOPTION OF BYLAWS

We, the undersigned, are all of the initial directors or incorporators of this foundation, and we consent to, and hereby do, adopt the foregoing bylaws, consisting of 11 preceding pages, as the bylaws of this foundation.

Dated: _____

Printed Name

Printed Name

Printed Name

Printed Name

Printed Name

Printed Name

Printed Name

Printed Name

Printed Name

Printed Name

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 2, 2023
TYPE OF AGENDA ITEM: Council Discussion Item
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Lisa Firth, Parks & Rec Director
Krystal Strickland, Finance Director
Jeffrey Cozadd, Grants Manager
Kimberly Kopp, City Attorney
Kyle Bauman, Special Projects Attorney
Louis Zunguze, Community Development Director

DATE: September 28, 2023

SUBJECT: Commons Drive Property Adjacent to the Morgan Sports Center

I. BACKGROUND: Property owned by the Coleman Kelly Trust and immediately adjacent to the Morgan Sports Center is on the market for sale. Given its strategic location, the City's acquisition of the subject property could be useful to its future endeavors relating to the Morgan Sports Center.

II. DISCUSSION:

An overhead aerial picture of the subject property from the Property Appraiser's website is attached to this Agenda Item Report as Attachment "A." The subject property is the highlighted portion in the northwestern corner. The subject property's listing price is \$350,000. In June 2023, the City obtained an appraisal of the property. According to the Property Appraiser's website, it consists of approximately 1.38 acres of undeveloped land.

The subject property is subject to an FPL transmission easement which limits the use of the property. Specifically, the transmission easement likely prevents any vertical development.

According to the City Engineer, FPL has previously stated that FPL would consent to a parking lot since it gives FPL easier access to their poles. DWU also has utilities through the area and would need to be consulted prior to the subject property's development.

Preliminarily, DWU has stated that it would consent to a parking lot, but would need input on the parking lot's layout and may require some casing to be installed around their existing utilities. The City Attorney recommends that if the City's proposed use of the property is a paved parking area, any contract to purchase the property provide that written binding approvals to pave the area be obtained from DWU and FPL during the contractual due

diligence period, or the contract is cancelable without penalty.

The Seller has provided verbal assurances that although there were issues with title previously due to litigation involving the owner, those title issues have been resolved and the seller believes it can convey good title to a buyer. The City would be able to verify this information through a title commitment if the Council directs further action on this property.

The subject property had previously been targeted as having the potential for acquisition to help configure pickleball courts. Although pickleball courts have been placed in a different area, additional parking is still desired at the Morgan Sports Center and acquisition of the subject property would help alleviate that need. Per the City Manager, acquisition may also allow reconfiguration of fields in the vicinity, providing enhanced service to the City's citizens.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): If Council is interested in this potential acquisition, Staff recommends using funds acquired in the Parking Fund to accomplish this purchase. The FY 2024 adopted budget included \$525,000 to consolidate the sibertzerbe parking lot which could be delayed, allowing for a transfer of these funds towards purchasing the subject property.

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: The subject property has potential strategic value to the City for additional parking. However, given the utility provider interests on the property that limit development, it is recommended that if a contract is entered into between the Seller and City, the City require written binding authorizations from the utility providers to pave the property for a parking area prior to closing and that if such authorizations cannot be obtained, the contract is cancelable at the option of the City, without penalty.

IV. RECOMMENDED MOTION: I move to direct the City Manager and City Attorney to negotiate with the subject property's owner and real estate agent, and to perform further due diligence on the potential acquisition of the subject property.

Attachments:

1. Attachment A - Aerial of Commons Drive Property



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 2, 2023

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: September 25, 2023

SUBJECT: Residential Development Construction Parking Plans
(July 17, 2023: Councilmember Schmidt moved to direct staff to come back with suggestions dealing with construction parking plans for residential developments; seconded by Councilmember King. Motion passed 7-0).

I. BACKGROUND:

During the July 17, 2023, City Council meeting, the Council directed staff to bring back suggestions dealing with construction parking plans for residential developments due to citizen concerns about recent construction sites regarding the storage of materials, equipment and parking of vehicles in and around these sites, which spill onto to the Right of Ways (ROW), blocking sidewalks and roadways.

The provisions in the **Land Development Code (LDC)** do not currently contain requirements for development or construction parking and staging plans but do address the protection of the ROW in **Article 8. 01.00**.

LDC 8.01.00, A.3. The developer and/or owner of a property abutting a ROW doing work on the ROW shall adhere to all applicable safety standards outlined by the FDOT and shall comply with the following additional requirements:

- a). Restore the ROW to its original or better condition.*
- b). Prohibit unloading, loading, parking, or storing construction equipment or vehicles on the ROW. Adequate provisions for such activities shall be made on the project property.*
- c). Construct the accessways in such a way to minimize sediment tracked*

or discharged onto the roadways.

d). Replace existing infrastructure, including, but not limited to, concrete curbing, driveways or sidewalks in the ROW, which are damaged during construction. Such a replacement shall be replaced to the nearest joint within ten working days or prior to the completion of construction in the area, whichever is earlier. Damage to road paving or stormwater facilities shall be repaired within five working days of such damage. No pedestrian or vehicle hazard shall be allowed. Maintain open handicapped accessible pedestrian way during construction at all times.

Additional items written under protection of the Right-of-Way (ROW) are as follows:

6. Parking of a vehicle in a ROW shall be limited to designated areas that have been stabilized with an all-weather surface. Parking in other ROW areas are prohibited except for occasional parking in areas zoned residential. Occasional is defined as an irregular or infrequent occurrence. Storage of trailers or vehicles in ROW is prohibited.

Florida Statutes contain provisions for Motor Vehicles with regards to stopping, standing, and parking prohibitions in specific places under:

FL 316.1945 Stopping, standing, or parking prohibited in specified places.

(1) Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, **no person shall:**

(a) Stop, stand, or park a vehicle:

1. On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
2. On a sidewalk.
3. Within an intersection.
4. On a crosswalk

(c) Park a vehicle, whether occupied or not, **except temporarily for the purpose of, and while actually engaged in, loading or unloading merchandise** or passengers:

1. Within 50 feet of the nearest rail of a railroad crossing unless the Department of Transportation establishes a different distance due to unusual circumstances.
2. At any place where official signs prohibit parking

II. DISCUSSION:

Research into our neighboring counties and cities revealed that they have similar rules for the Protection of ROW as Destin and Florida Statutes, although Walton County has some specific language regarding temporary parking for construction vehicles in South Walton.

Walton County Code includes the following:

Signage must be placed at both ends of a construction zone within view of traffic.

Along any right-of-way or private street abutting the site of the construction activity, signage must indicate "construction zone ahead" and remain in place for the duration or the construction activity. Loading or unloading activity shall be conducted outside the county right-of-way unless proper temporary traffic control (TTC) measures have been implemented. No private construction materials or roll-off containers shall be allowed within the county right-of-way.

Staff Review: The protection of ROW requirements as noted in the City of Destin's LDC can easily be achieved for most commercial projects, due to the large site. Residential sites pose challenges in conforming with the current ROW protection requirements, specifically section 3.b., due to the general smaller lot size and proposed dwellings which are built out to the setback lines, thus not leaving much room upon the site for the staging of the materials, equipment, vehicles, and the loading and unloading of deliveries. In addition to the various widths of ROW throughout the City, some property owned lots have ROW that measure anywhere from 10 to 40 feet from the edge of roadway to the front property boundary line.

The most important issue for any construction site, is the **safety and welfare of the public** and to alleviate any risk that may be imposed from a construction area. Any residential site under development has construction dangers.

- A. **Link to Strategic Goals / Objectives:** II. Enhanced Quality of life and safety for families
- B. **Effect on Budget (EOB):** n/a
- C. **Level of Service (LOS):** n/a
- D. **Legislative Sponsor:**

III. CONCLUSION: The attached "Construction Parking Exhibits" item contains depictions of Options 1, 2 and 3.

Staff's intent is to provide a clear understanding of allowable or non-allowable use of the ROW during construction, that can be enforced by **Code Compliance**, and work within the constraints of residential areas. Staff believes with standards in place that outline the parameters of ROW use, a staging plan is not necessary for single-family residential construction, but recommends LDC amendments described in Option 3, below.

OPTION 1: (Refer to Option 1 within the Construction Parking Exhibits)

- Maintain and uphold the current LDC code as written for ROW protection. (Refer to Exhibit Option 1)

OPTION 2: (Refer to Option 2 within the Construction Parking Exhibits)

- Use of part of the ROW is acceptable but must maintain 5' off roadway.
- Do not block any sidewalk.
- No overnight storage in ROW.
- Allow loading and unloading only in the roadway part of the ROW at the project site but must provide proper FDOT traffic standards.

OPTION 3: (Refer to Option 3 within the Construction Parking Exhibits).

- Allow loading and unloading only in the roadway part of the ROW at the project site, but must provide proper FDOT traffic standards.
- No public access is allowed between the roadway and the upland project site. Clearly mark the area as “Construction Zone Ahead” on each end of the ROW construction site.
- Close any adjacent sidewalks within the ROW of the project site and re-route according to FDOT standards.
- Maintain 5’ clearance off of the roadway at all times at the project site, for any materials, equipment, parking, etc

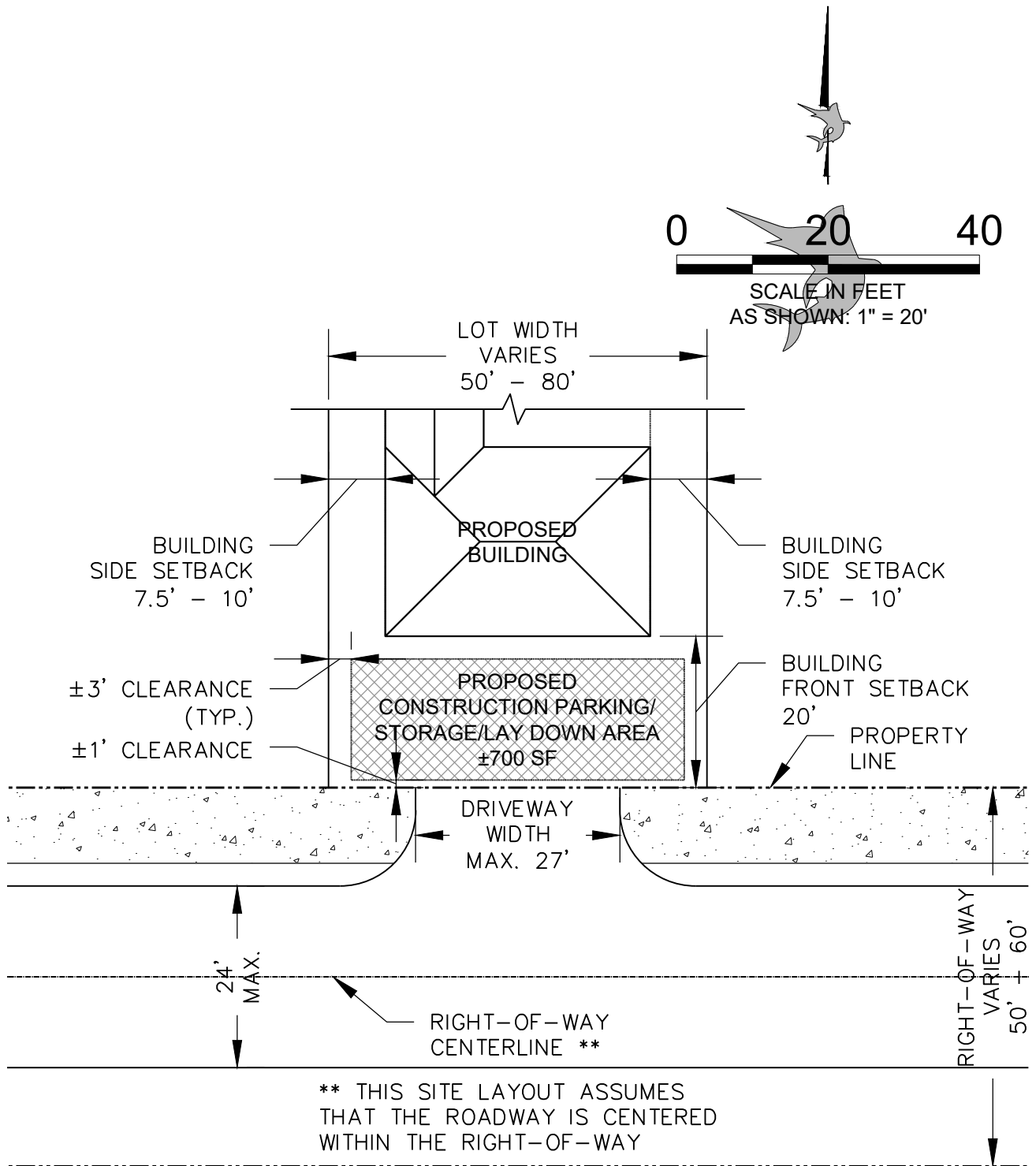
PUBLIC WORKS/PUBLIC SAFETY COMMITTEE: Staff presented the item before the **Public Works/Public Safety Committee on September 12, 2023**. The Committee members voted unanimously, recommending **City Council to approve OPTION 3**. The Committee recommends including Option 3 in the Design Manual, along with the details of FDOT traffic Standards and MDUTD signage standards.

The Design Manual is a new document currently being established as part of the ongoing LDC rewrite.

IV. RECOMMENDED MOTION: I move the City Council approve **OPTION 3** as recommended by the Public Works/Public Safety Committee and direct Staff and the City Attorney to prepare the required amendments to the LDC.

Attachments:

1. Construction Parking Exhibits
2. Destin 8.01.00. Right of way ROW protection.
3. Florida State Statutes Chapter 316
4. Walton County Sec. 20 10.
Parking_vehicle_for_sale_prohibited.



OPTION 1

NOTES:

1. NO PARKING, LOADING, UNLOADING, OR STORAGE WITHIN THE RIGHT-OF-WAY.
2. AT THE END OF THE PROJECT THE RIGHT-OF-WAY IS TO BE RESTORE TO IT'S ORIGINAL OR BETTER CONDITION.



CITY OF DESTIN
ENGINEERING DIVISION
4100 INDIAN BAYOU TRAIL
DESTIN, FL 32541
PHONE: (850) 654-1119

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**CONSTRUCTION
PARKING
CITY OF DESTIN, FL**

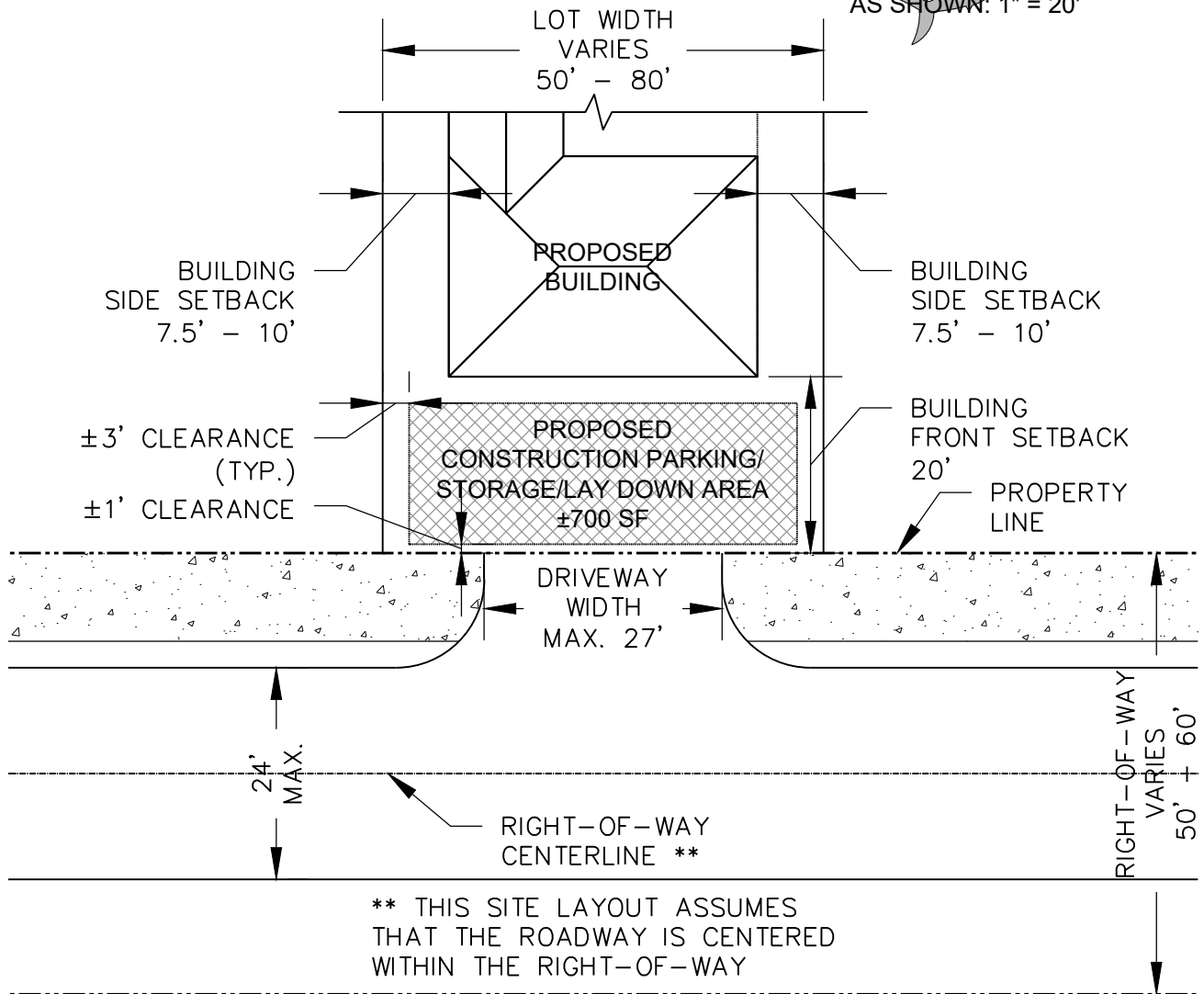
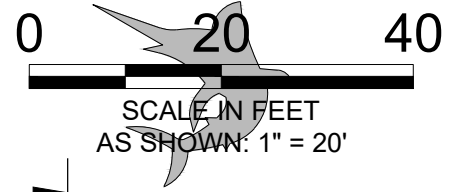
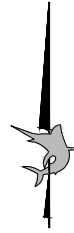
REV

SHEET TITLE

OPTION 1

DATE: SEPT. 2023	FILE NO.: N/A	SHEET NO.
PROJECT NO: N/A	SCALE: 1" = 20'	1 OF 3

THIS OPTION IS NOT
FEASIBLE IN THE
DEPICTED SCENARIO

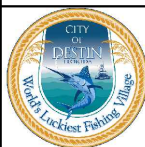


** THIS SITE LAYOUT ASSUMES
THAT THE ROADWAY IS CENTERED
WITHIN THE RIGHT-OF-WAY

OPTION 2

NOTES:

1. WHERE POSSIBLE, ALL USE WITHIN THE RIGHT-OF-WAY TO BE MAINTAINED 5' OFF THE ROADWAY, NO BLOCKING THE SIDEWALK, NO OVERNIGHT STORAGE, LOADING AND UNLOADING IS ALLOWED WITH PROPER FDOT MOT STANDARDS BEING FOLLOWED.
2. AT THE END OF THE PROJECT THE RIGHT-OF-WAY IS TO BE RESTORE TO IT'S ORIGINAL OR BETTER CONDITION.



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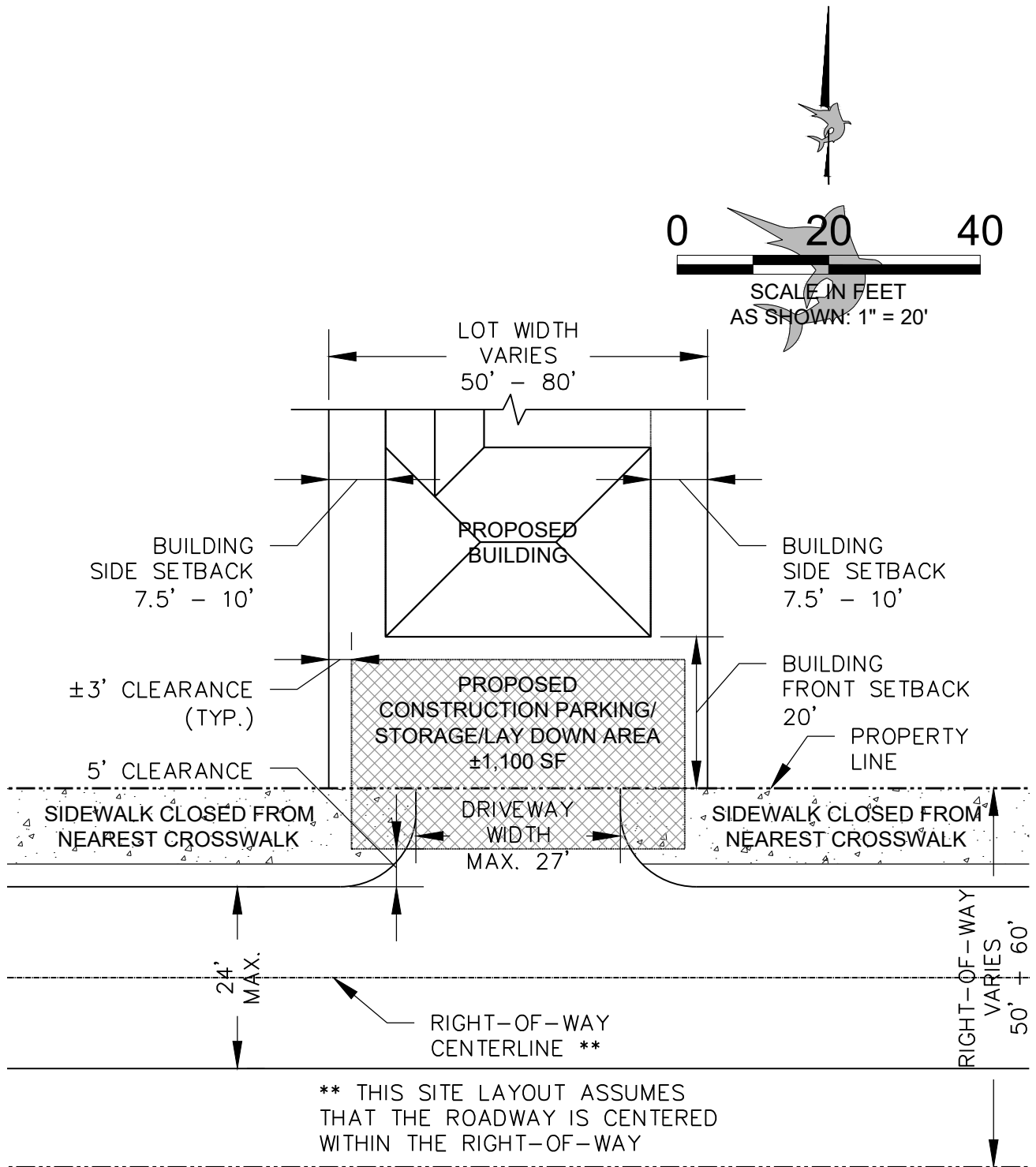
**CONSTRUCTION
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REV

SHEET TITLE

OPTION 2

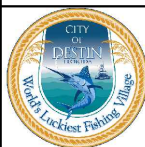
DATE: SEPT. 2023	FILE NO.: N/A	SHEET NO.
PROJECT NO: N/A	SCALE: 1" = 20'	2 OF 3



OPTION 3

NOTES:

1. LOADING AND UNLOADING IS ALLOWED WITH PROPER FDOT MOT STANDARDS BEING FOLLOWED.
2. SIDEWALK IS CLOSED ON EITHER SIDE OF THE PROJECT WITH PROPER FDOT MOT STANDARDS BEING FOLLOWED.
3. ALL USE WITHIN THE RIGHT-OF-WAY TO BE MAINTAINED 5' OFF THE ROADWAY.
4. AT THE END OF THE PROJECT THE RIGHT-OF-WAY IS TO BE RESTORE TO IT'S ORIGINAL OR BETTER CONDITION.



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**CONSTRUCTION
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CITY OF DESTIN, FL**

REV

SHEET TITLE

OPTION 3

DATE: SEPT. 2023	FILE NO.: N/A	SHEET NO.
PROJECT NO: N/A	SCALE: 1" = 20'	3 OF 3

8.01.00. Right-of-way (ROW) protection.

- A. No unauthorized encroachment shall be permitted onto existing rights-of-way. Further, strict adherence to the building setback requirements described in Article 7 of this Code shall serve to protect rights-of-way from encroachment. All activity (e.g. paving, landscaping, sprinkler system installation, etc.), with the exception of the installation and repair of mailboxes, installation of sod, or installation of streets trees and other streetscape features in compliance with the design standards for the Multimodal Transportation District located in Section 8.09.03 in a public ROW is prohibited unless the applicant submits a plan detailing the proposed activity to the City Engineer's office and obtains a ROW construction permit, prior to the undertaking of said activity. A copy of said permit shall be available on-site for the duration of the project.
1. It shall be the responsibility of the abutting property owner or maintenance entity to maintain all permitted object(s), structure(s), and/or landscaping.
 - a. It shall be the responsibility of the owner of the abutting property whose drive accessway or other entrance to that property extends into the public ROW, to maintain said drive accessway or other entrance within the public ROW.
 - b. If the city, or another governmental entity, or a franchised utility operating within the scope of its easement, determines that any encroaching item, including, but not limited to, object(s), structure(s), and/or landscaping that was placed in the public ROW must be removed or modified, it shall be the responsibility of the abutting property owner or maintenance entity to remove or modify the same and to bear all costs associated herewith, including the cost of replacement.
 - c. If the city directs an abutting property owner or maintenance entity to remove or modify, within a prescribed period of time, any encroaching item, including, but not limited to, object(s), structure(s), and/or landscaping, and the owner fails or refuses to comply with such directive, the city may cause the work to be done and assess the costs thereof as a charge and lien against the property.
 2. The minimum width of the clear zone shall be in accordance with Table 3-12, Minimum width of clear zone of the "Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways" (a.k.a. Florida Green Book) and shall be measured from the outside edge of each side of all streets (including curb, if any) and shall be located within a public or private ROW.
 - a. Landscaping located on abutting properties and in the ROW shall not create a safety hazard, and shall be trimmed or pruned to allow the full width of the clear zone on each side of the roadway, and if said landscaping overhangs the ROW, it shall be trimmed or pruned to provide the minimum vertical clear zone with a height of 15 feet above grade.
 - b. No object, structure, shrub, or tree shall be placed in the clear zone, with the following exceptions:
 - (1) Rounded or blunt objects or structures which do not exceed eight inches above the edge of road, as approved by the city engineer;
 - (2) Raised curbing;
 - (3) Mailbox columns, which will break-away and have a column cross-section of 16 square inches or less and have a column profile of no more than 12 inches wide;
 - (4) Sidewalks with raised curbing and objects or structures, which do not exceed eight inches above the edge of road;
 - (5) Bicycle lanes;

-
- (6) Guard railing, as approved by the city engineer;
 - (7) Drive accessway onto a abutting property, as approved by the city engineer;
 - (8) Temporary placement of garbage or trash or recyclable receptacles under one cubic yard in size.
 - c. Existing non-confirming mailboxes which are replaced or damaged more than 50 percent shall be required to be reconstructed to conform to this section.
3. The developer and/or owner of a property abutting a ROW doing work on the ROW shall adhere to all applicable safety standards outlined by the FDOT and shall comply with the following additional requirements:
- a. Restore the ROW to original or better condition.
 - b. Prohibit unloading, loading, parking, or storing construction equipment or vehicles on the ROW. Adequate provisions for such activities shall be made on the project property.
 - c. Construct the accessways in such a way to minimize sediment tracked or discharged onto the roadways.
 - d. Replace existing infrastructure, including, but not limited to, concrete curbing, driveways or sidewalks in the ROW, which are damaged during construction. Such replacement shall be replaced to the nearest joint within ten working days or prior to the completion of construction in the area, whichever is earlier. Damage to road paving or stormwater facilities shall be repaired within five working days of such damage. No pedestrian or vehicle hazard shall be allowed. Maintain open handicapped accessible pedestrian way during construction at all times.
4. Any use or encroachment within a ROW for business or private purposes without prior city approval shall be prohibited. The subject use or encroachment may be removed by the city at the expense of the owner.
5. Dumping of debris within a ROW shall be prohibited.
6. Parking of a vehicle in a ROW shall be limited to designated areas that have been stabilized with an all weather surface. Parking in other ROW areas are prohibited except for occasional parking in areas zoned residential. Occasional is defined as an irregular or infrequent occurrence. Storage of trailers or vehicles in ROW is prohibited.
7. Building materials, disabled machinery, disabled vehicles, excavations and like objects in the ROWs between the period of sunset and sunrise, shall be properly identified by amber warning lights.
8. The prohibition of placing or maintaining any building, object or materials in the public ROW, shall not apply to the city or it's authorized agents, nor shall they apply to franchised utilities operating within the scope of their easements or franchise.
- B. Use of rights-of-way for public or private utilities, including, but not limited to, sanitary sewer, reclaimed water, potable water, telephone wires, cable television wires, fiber optic cable, trash collection, gas lines, or electricity transmission, shall be allowed subject to the placement specifications included in applicable city regulations. A city ROW construction permit is required.
- 1. All new utilities shall be placed underground. Reconstructed overhead utilities more than 500 feet in length are encouraged to be placed underground. All renovated utilities are encouraged to be placed underground. All utilities installed in the right-of-ways shall provide for the health, safety and welfare of the public. All utilities with above ground components shall be placed outside of the road, clear zone and sidewalks.

-
2. Screening vegetation shall not be placed within five feet and maintain a minimum foliage clearance of three feet of any utility structure(s) including but not limited to water meters, valves, electrical/communication panels or poles, and shall not be placed around any water hydrant that could be used for fire protection.
 3. Curb-side, trash dumpster pick-up for one c.y. or larger dumpsters shall be prohibited within a ROW. All trash dumpsters shall be placed inside the property such that the trash collection operation is not in the ROW.

Select Year: 2023 ▼ Go

The 2023 Florida Statutes

[Title XXIII](#)

MOTOR VEHICLES

[Chapter 316](#)

STATE UNIFORM TRAFFIC CONTROL

[View Entire Chapter](#)

316.1945 Stopping, standing, or parking prohibited in specified places.—

(1) Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:

(a) Stop, stand, or park a vehicle:

1. On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
2. On a sidewalk.
3. Within an intersection.
4. On a crosswalk.
5. Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless the Department of Transportation indicates a different length by signs or markings.
6. Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic.
7. Upon any bridge or other elevated structure upon a highway or within a highway tunnel.
8. On any railroad tracks.
9. On a bicycle path.
10. At any place where official traffic control devices prohibit stopping.
11. On the roadway or shoulder of a limited access facility, except as provided by regulation of the Department of Transportation, or on the paved portion of a connecting ramp; except that a vehicle which is disabled or in a condition improper to be driven as a result of mechanical failure or crash may be parked on such shoulder for a period not to exceed 6 hours. This provision is not applicable to a person stopping a vehicle to render aid to an injured person or assistance to a disabled vehicle in obedience to the directions of a law enforcement officer or to a person stopping a vehicle in compliance with applicable traffic laws.
12. For the purpose of loading or unloading a passenger on the paved roadway or shoulder of a limited access facility or on the paved portion of any connecting ramp. This provision is not applicable to a person stopping a vehicle to render aid to an injured person or assistance to a disabled vehicle.

(b) Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:

1. In front of a public or private driveway.
2. Within 15 feet of a fire hydrant.
3. Within 20 feet of a crosswalk at an intersection.
4. Within 30 feet upon the approach to any flashing signal, stop sign, or traffic control signal located at the side of a roadway.
5. Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of such entrance (when property signposted).
6. On an exclusive bicycle lane.
7. At any place where official traffic control devices prohibit standing.

(c) Park a vehicle, whether occupied or not, except temporarily for the purpose of, and while actually engaged in, loading or unloading merchandise or passengers:

1. Within 50 feet of the nearest rail of a railroad crossing unless the Department of Transportation establishes a different distance due to unusual circumstances.

2. At any place where official signs prohibit parking.

(2) No person shall move a vehicle not lawfully under his or her control into any such prohibited area or away from a curb such a distance as is unlawful.

(3) A law enforcement officer or parking enforcement specialist who discovers a vehicle parked in violation of this section or a municipal or county ordinance may:

(a) Issue a ticket form as may be used by a political subdivision or municipality to the driver; or

(b) If the vehicle is unattended, attach such ticket to the vehicle in a conspicuous place, except that the uniform traffic citation prepared by the department pursuant to s. 316.650 may not be issued by being attached to an unattended vehicle.

The uniform traffic citation prepared by the department pursuant to s. 316.650 may not be issued for violation of a municipal or county parking ordinance.

(4) A violation of this section is a noncriminal traffic infraction, punishable as a nonmoving violation as provided in chapter 318.

History.—s. 1, ch. 71-135; s. 1, ch. 76-31; s. 2, ch. 78-52; s. 1, ch. 79-403; s. 2, ch. 80-316; s. 5, ch. 83-68; s. 5, ch. 84-309; s. 1, ch. 85-81; s. 2, ch. 88-91; s. 317, ch. 95-148; s. 143, ch. 99-248.

Note.—Former s. 316.160.

Walton County, Code of Ordinances:

ARTICLE II. - STOPPING, STANDING AND PARKING

DIVISION 1. - GENERAL

Sec. 20-11. Parking on lawns, pathways, in front of driveways, on private property and in certain rights-of-way; temporary parking for construction vehicles in south Walton County.

- (a) No vehicle shall be permitted to park on public building lawns, or in front of, or so as to block entrances, driveways, or visibility into public or private property from streets, avenues, highways or boulevards.
- (b) No vehicle shall be permitted to park in any private alley, drive, driveway or on other privately owned property without the permission or consent of the owners of such private alley, drive, driveway, or property.
- (c) Blocking of mailboxes is prohibited. No vehicle shall be parked in the right-of-way in front of, within 20 feet to either side of a mailbox, or so situated that prohibits the delivery of US Mail.
- (d) Temporary parking for construction vehicles, South Walton County only.

As part of a major development plan submittal for development of over 20 single family lots, 30 multi-family units or 5,000 square feet, a parking plan for construction vehicles shall be submitted with the development application. Parking alternatives such as remote parking, on-site, or other means may be proposed for approval during the review process. However, this provision does not apply to the construction of individual single-family homes. "Construction vehicles" shall be defined as any vehicle belonging to any vendor, supplier, contractor, builder, or worker.

Signage must be placed at both ends of a construction zone within view of traffic. Along any right-of-way or private street abutting the site of the construction activity, signage must indicate "construction zone ahead" and remain in place for the duration of the construction activity. Loading or unloading activity shall be conducted outside the county right-of-way unless proper temporary traffic control (TTC) measures have been implemented. No private construction materials or roll-off containers shall be allowed within the county right-of-way.

It shall be incumbent upon the owner, developer and/or contractor to provide parking on the construction site or utilize a temporary remote parking area. Such temporary remote parking area may be an existing approved parking lot of a business or multifamily development, or an existing cleared lot or parcel in a commercial or multifamily residential area. In the case of an existing cleared lot or parcel, at a minimum, the parking and vehicle use areas shall be graded and graveled and shall be subject to the storm water retention requirements of the Land Development Code.

In all cases, the owner, developer, and contractor shall obtain written permission from the owner of the land where the temporary remote parking area is located and maintain a copy of the written permission at the construction site at all times the remote parking area is utilized. The owner of a parcel used for temporary parking may require the temporary parking area to be restored to its original condition prior to its use as a temporary parking area.

Any disturbed right-of-way shall be restored to its pre-existing condition, including paving, slope and percolation rate, sodding, and shall be approved by the county engineer.

Upon inspection by appropriate county staff, any off-site infrastructure, including roadways, bike paths, sidewalks, drainage structures, signage, and vegetation, damaged as a result of construction activities shall be restored to original condition by the owner/developer/contractor prior to the issuance of a certificate of occupancy. Assessment of damage repair and restoration shall be performed by the county engineer, or his/her designee.

(Ord. No. 2022-07, Art. II, 4-26-22; Ord. No. 2023-04, 2-16-23)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 2, 2023

TYPE OF AGENDA ITEM: Presentation

AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: September 25, 2023

SUBJECT: Need for Comprehensive Visioning Framework and Guidance for SRS Contract
(**August 21, 2023: Councilmember Bagby requests a briefing from staff regarding who is working on the comprehensive planning for utilization of the 1 Harbor property, what areas it encompasses, what ideas are being considered, and plans for obtaining input from the public).**)

I. BACKGROUND: At the August 21, 2023 City Council meeting, Council requested a briefing from Staff regarding the comprehensive planning for the utilization of the 1 Harbor Blvd. property, what areas it encompasses, what ideas are being considered, and plans for obtaining input from the public.

Staff is of the opinion that this is probably the most opportune time to discuss a comprehensive visioning framework for all City-owned properties, because we have a number of things that are coalescing/coming together – thereby creating some momentum compared to previous times. A map of City-owned property subject to potential redevelopment is attached to this Agenda Item Report for discussion purposes.

The various things that are coalescing at this time thereby making this a good time to engage in a comprehensive visioning framework include:

1. **Recent property acquisition adjacent to bridge;**
2. **Potential Partnership on Publix site;**
3. **Comprehensive Plan/LDC Update;**
4. **Baskerville Donovan Highway 98/Stahlman Avenue Traffic Study, Analysis of Options for Pedestrian Walkway Under Bridge, and Potential for Legislative Appropriations**

II. DISCUSSION: Any comprehensive discussion regarding a Visioning Framework should be done in the context of the following questions:

- 1. What are the desired needs/projects:** This refers to defining the desired outcomes and objectives of the City's needs. What land uses and kinds of activities, functions and properties should be involved? Clarifying the “**what**” helps create a clear vision of our goals and align the planning process with the community’s needs and aspirations.
- 2. Where?** Given that the majority of the City-owned property and the property of potential partnership are already in the two CRAs, it is logical to start our discussions there. Please refer to the attached map for a visual representation of the properties to consider. As you will see, Staff has emphasized the proposed areas of focus on the map.
- 3. How do we get it accomplished?** The “**How**” pertains to the strategies and methods for realizing the vision. How will the different components be designed, integrated, and implemented? This involves the properties/locations, practical steps, design principles, and policies required to bring the vision to life.

To help answer these questions, the following is the proposed approach to be led by the consultants already chosen by Council, **Synalovski, Romanik, Saye (SRS)** working in collaboration with the Harbor and Town Center CRAs.

- 1. Community Engagement:** Engage the residents, businesses, stakeholders, and experts to understand their needs, aspirations, and concerns – conduct charrettes and workshops to gather input.
- 2. Defining the Vision and Goals:** Clearly articulate the vision for these properties. Identify the core values, goals and objectives that will guide the planning process. Determination of Land Uses and Classifications.
- 3. Assessment and Analysis:** Evaluate the existing conditions of the area, including land use patterns, infrastructure, transportation, parking and economic factors. Identify strengths, weaknesses, opportunities, and threats.
- 4. Design Guidelines:** Develop design guidelines that outline the physical characteristics and aesthetic principles for the properties identified, architecture, landscaping, open spaces and pedestrian-friendly features and connectivity.
- 5. Phasing and Implementation:** Break down the development into manageable phases. Identify key projects that will kickstart the development and attract investment.
 - A. Link to Strategic Goals / Objectives:** Economic Development and Revitalization
 - B. Effect on Budget (EOB):** N/A
 - C. Level of Service (LOS):** N/A
 - D. Legislative Sponsor:** Kevin Schmidt

III. CONCLUSION: The success of the visioning and planning process lies in two key

elements:

1. Its inclusivity, flexibility, and responsiveness to the needs of the community and the evolving development/urban landscape.
2. Leveraging the expertise of our Consulting Team.

IV. RECOMMENDED MOTION: I move to direct staff to proceed with this Comprehensive Approach and bring the SRS contract back to Council at the October 16th City Council meeting for Council consideration.

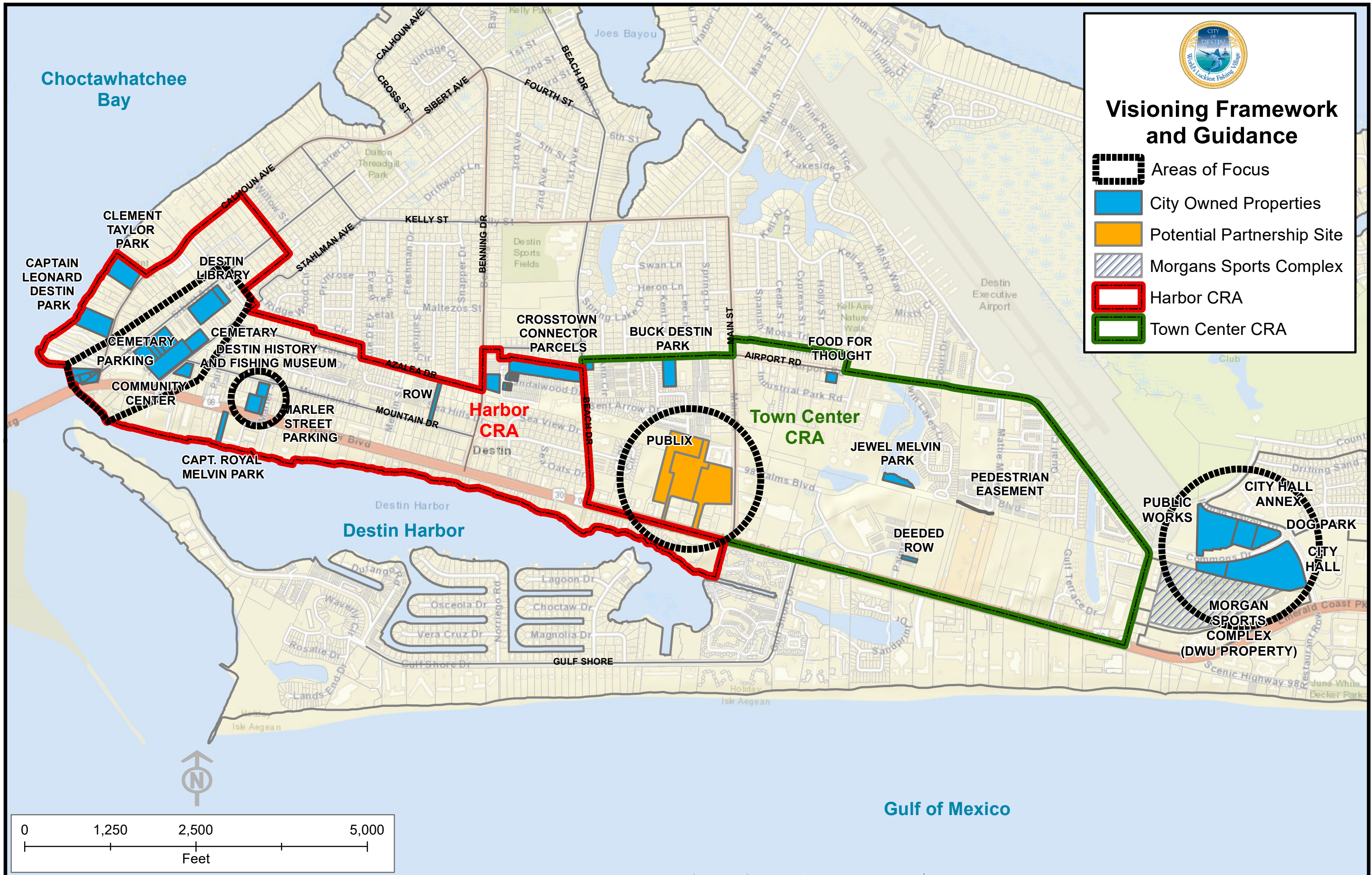
Attachments:

1. Visioning Framework and Guidance Map
2. Visioning Framework PP 08.27.23



Visioning Framework and Guidance

- Areas of Focus
- City Owned Properties
- Potential Partnership Site
- Morgans Sports Complex
- Harbor CRA
- Town Center CRA



Need for Comprehensive Visioning Framework



Background

At the August 21st City Council meeting, Council requested a briefing from Staff regarding the following:

- **Comprehensive planning for the utilization of the 1 Harbor Boulevard property**
- **What areas it encompasses**
- **What ideas are being considered**
- **Plans for obtaining input from the public.**

Why now?

There are a number of things that are coalescing/coming together that makes this an opportune time to discuss the need for a Comprehensive Visioning Framework.

1. **Recent property acquisition**
2. **Potential Partnership**
3. **Comprehensive Plan/LDC Update**
4. **Baskerville-Donovan Highway 98/Stahlman Avenue traffic Study, Analysis of Options for Pedestrian Walkway Under Bridge, and Potential for Legislative Appropriations.**

Elements to Consider

1. Most development in the City will come in the form of redevelopment.
2. Revisit past ideas and see which ones are still applicable.
3. Determine priority needs/projects.



The Framework: Location and Site



Areas of Focus

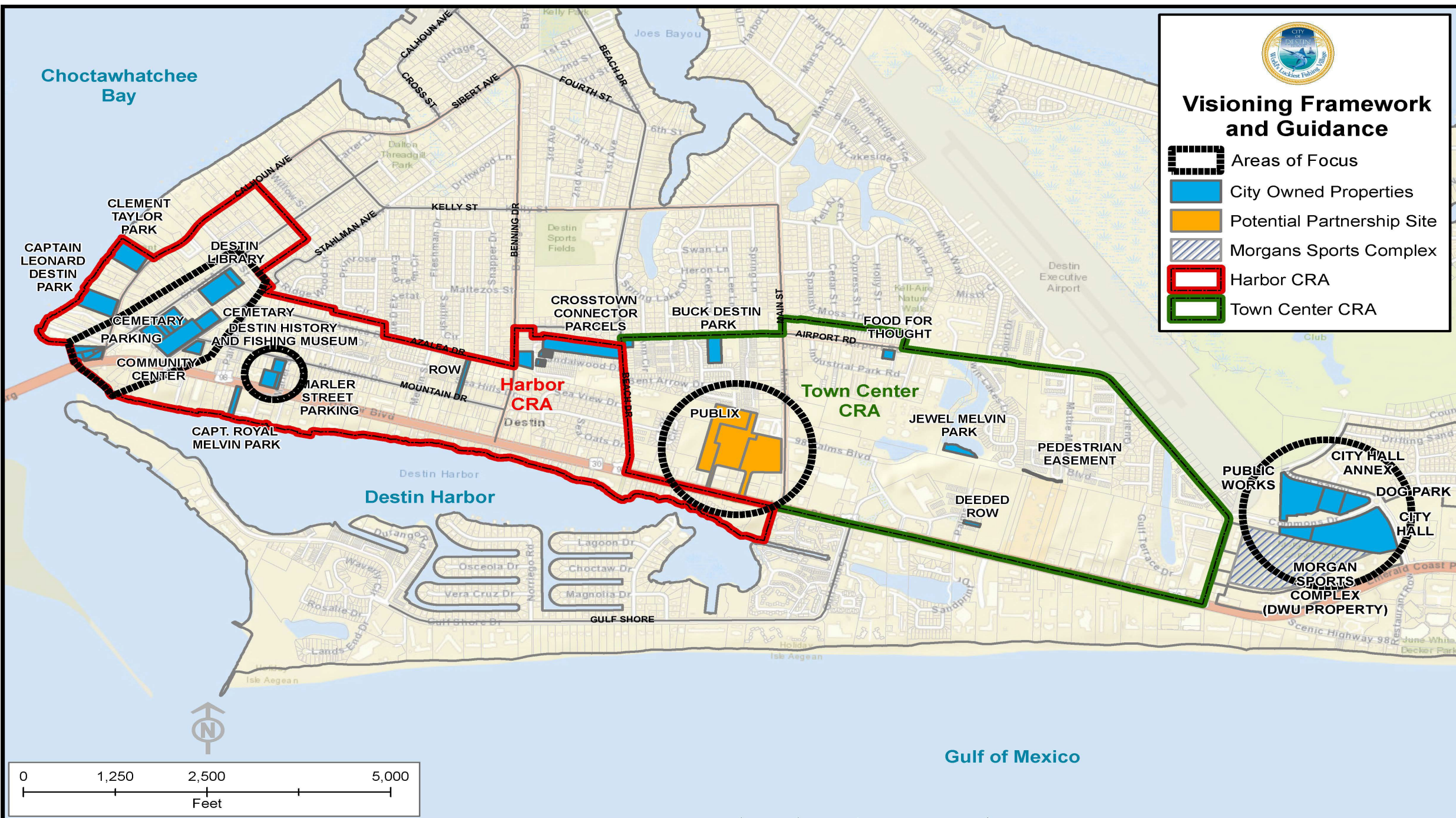
City Owned Properties

Potential Partnership Site

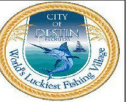
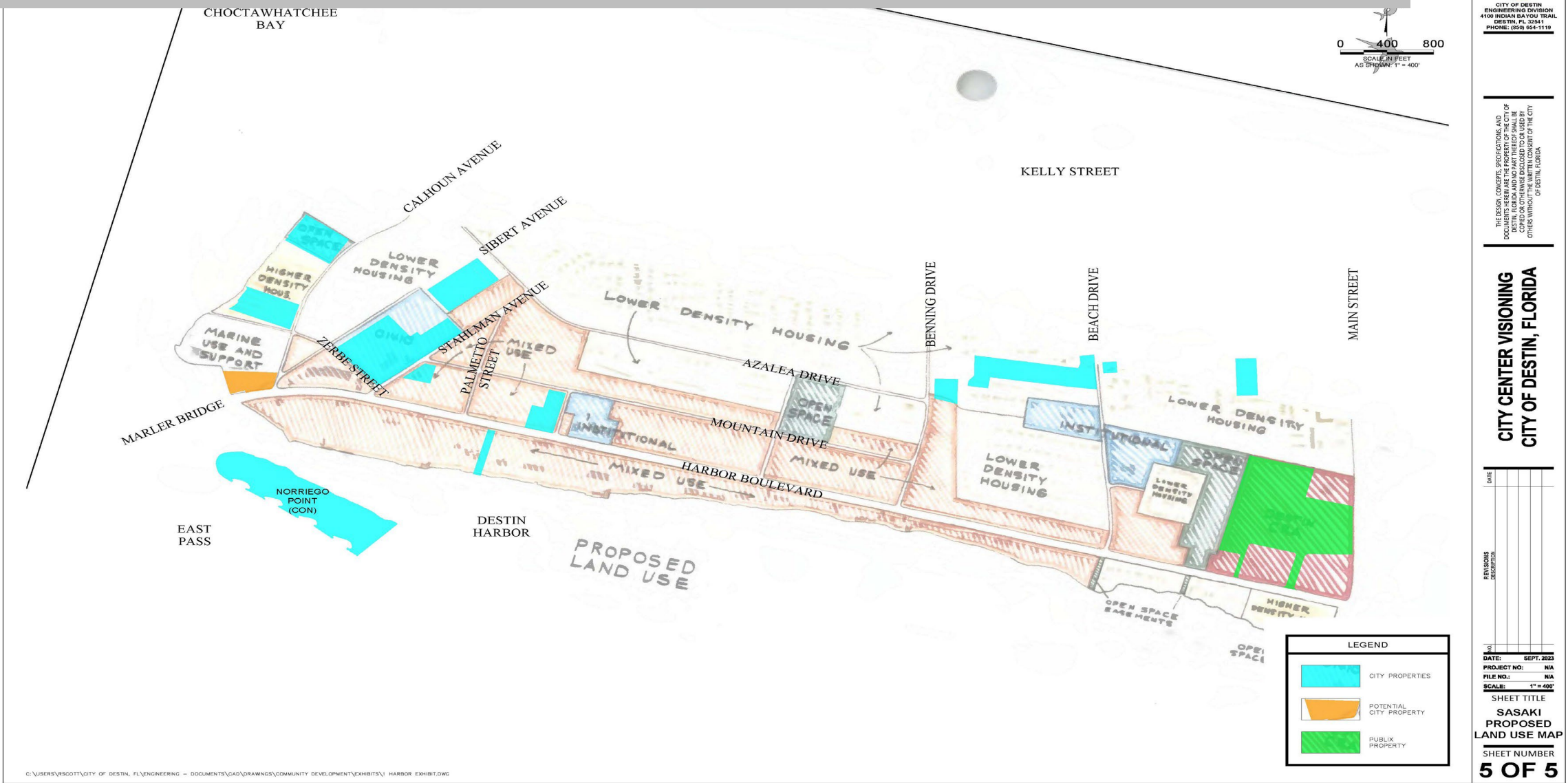
Morgans Sports Complex

Harbor CRA

Town Center CRA



Destin Harbor Area Master Plan Proposed Land Use Map (08/10/1998)

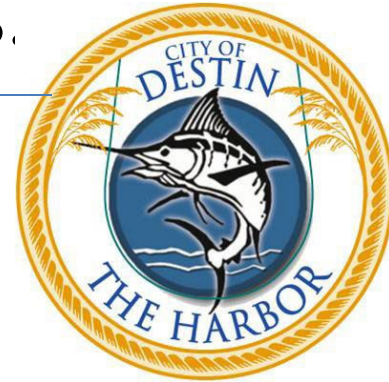


CITY OF DESTIN
ENGINEERING DIVISION
4100 INDIAN BAY TRAIL
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CITY CENTER VISIONING
CITY OF DESTIN, FLORIDA

Framework for Community Engagement Process through the Harbor and Town Center CRAs.



What are the desired needs/projects?

- Desired outcomes and objective
- Activities, Functions and Spaces/Properties
- Helps create a clear vision for development
- Aligns the planning process with the community's needs and aspirations

Where?

- Logical to start within the 2 CRA's since the majority of City owned property and potential property partnership are there.

How do we get it accomplished?

- Strategies and methods for realizing the vision
- Design, integration and implementation of the different components
- Practical steps, design principles, and policies required

Consultant Involvement

- 1. Community Engagement**
- 2. Defining the Vision and Goals**
- 3. Assessment and Analysis**
- 4. Design Guidelines**
- 5. Phasing and Implementation**



SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design

Key Elements for Success

- Inclusive, flexible, and responsive to the needs of the community and the evolving development/urban landscape.
- Leveraging the expertise of our Consulting Team.

Next Steps

- Proceed with this Comprehensive Approach
- Bring the SRS contract to City Council on October 16th.

Questions



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 2, 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
Ryan Scott, City Engineer

DATE: September 27, 2023

SUBJECT: Harbor Channel Dredging Study Proposal
(May 15, 2023: Councilmember Geile moved to direct staff to determine if there are any existing permits for harbor maintenance; if not, to authorize staff to start the application process for state and federal permitting so they can start potential dredge; contact the property owners' representative to determine if they can partner with what they are doing to save costs; and bring information back to the council at a future council meeting; seconded by Councilmember Destin. Motion passed 7-0)

I. BACKGROUND: At the May 15, 2023 City Council meeting, Councilmember Geile requested that Staff look into the possibility of dredging the channel within the Destin Harbor. Staff found **Permit 0288799-003-JC – East Pass and Destin Harbor Maintenance Dredging** which expires February 26, 2030.

Staff also did some checking to get ballpark numbers for what a survey of the Destin Harbor would cost and that estimate came in at approximately \$15,000. On August 7, 2023 City Council voted to use the Council Contingency Fund to cover the cost and to move forward with the surveying of the channel.

Staff then reached out to one of our Continuing Service Contractors (since the original firm Staff discussed the situation with is not one of our continuing service contractors) and received a quote to perform the work required.

II. DISCUSSION: The proposal received from Baskerville-Donovan, Inc. on August 25, 2023, is for \$20,580.00, which is \$5,580 above the original estimate provided to City Council on August 7, 2023.

A. Link to Strategic Goals / Objectives: II. Enhanced quality of life and safety for

families.

V. Improve mobility and connectivity.

B. Effect on Budget (EOB): Previously vote was to use Council Contingency Funds

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: Staff is requesting the Council approve \$20,580 to be paid from the Council Contingency Fund for the proposal so that a feasibility study of the channel can be conducted and a plan to rectify the situation can be formulated.

IV. RECOMMENDED MOTION: I move to accept the Baskerville-Donovan proposal in the amount of \$20,580.00 and direct the City Manager to have Staff move forward with an analysis of the condition of the Destin Harbor Channel once the survey work has been completed.

Attachments:

1. East Pass and Destin Harbor -
Maintenance Dredging Project -
Hydrographic Survey (rev. 1)

BASKERVILLE DONOVAN INC.
SURVEYING AND MAPPING
TASK AND FEE PROPOSAL

Date: August 17, 2023
 Job No.: _____
 Desc.: _____

Req. By: MDL
 Prep. By: RSM
 Client: City of Destin

East Pass and Destin Harbor - Maintenance Dredging Project

Item	Survey Crew	CAD Technician	Admin. Assist.	Professional Surveyor	Description / Notes	Item Totals
Description of Survey Services:						
Hydrographic Survey:						
Establish State Plane horizontal control	6.00	2.00		2.00		\$1,500.00
Establish vertical control (NAVD 88)	6.00	2.00		2.00		\$1,500.00
All navigational markers, signs, structures, etc.	4.00			2.00		\$1,000.00
Old Pass Lagoon Exterior Channel & Old Pass Lagoon Entrance Channel	45.00	4.00		8.00	approx. 3,700LF - 9 acres	\$9,000.00
Transect checks	6.00	2.00		2.00		\$1,500.00
Mapping / Deliverables		50.00		6.00		\$5,580.00
Direct Expenses:						
Boat - fuel, etc.						\$500.00
Total Hours and Direct Expenses	67.00	60.00	0.00	22.00	Sub-Total=	\$20,580.00
Hourly Rates	\$160.00	\$90.00	\$70.00	\$180.00		
Total Labor and Overhead	\$10,720.00	\$5,400.00	\$0.00	\$3,960.00		
Contingency						
Grand Total	\$10,720.00	\$5,400.00	\$0.00	\$3,960.00	Grand Total =	\$20,580.00

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 2, 2023
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.G.

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