

**REGULAR MEETING
DESTIN CITY COUNCIL
FEBRUARY 20, 2024
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Commitment of the Stated Values and Goals*****

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. Lamar Advertising Presentation

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. Reimbursement for Mayor Bobby Wagner for expenses incurred while attending the Florida League of Mayors and Legislative Actions Days from January 28 - February 1, 2024, in Tallahassee, Florida.

B. Reimbursement for Mayor Bobby Wagner for expenses incurred while attending the Florida League of Cities Leadership Class I from February 8-10, 2024, at Orlando, Florida.

C. Approval of minutes of January 22, 2024 Regular City Council Meeting

4. CITY MANAGER REPORTS

A. Raymond James Presentation - Current Interest Rate Environment

B. Quarterly Investment Report - **Informational Only.**

C. Mobility Plan - Project Priority List

D. TDC FY25 Expenditure Plans for the promotion of tourism

E. US-98 & Palms Street Intersection Improvements

F. City of Destin Vulnerability Assessment DEP Grant Agreement 23LN64 - Amendment #1

G. Pickleball Courts - Budget Amendment

(February 5th Motion: Councilmember Bagby moved to direct the City Manager to work with staff and Jenkins Engineering to move forward to 60% plans with Option 4, which is 4 courts, none covered at this time, with one set of bathrooms; and for staff to bring back at least two recommendations at the next council meeting as to the source of funding for the additional \$25,160 in the 2024 budget. Councilmember Schmidt provided a second to the motion, which passed 6-0)

H. Operations Financial Report - **Informational Only**

- I. Capital Project Status - **Informational Only**
- J. TDC Monthly Report - **Informational Only**
- K. Announcements

5. PUBLIC HEARINGS

- A. Panhandle Engineering, Inc., on behalf of Ramanada LLC, is requesting approval for a Major Development Order, which includes the construction of a 64-unit boutique hotel, along with the associated site infrastructure, as well as a separate overflow parking lot for the SunDestin condominiums. The subject project is located at 1035 Highway 98 East (Parcel ID: 00-2S-22-0000-0024-001C), totaling approximately 9.18 acres.

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

- A. Councilmember Stephens
 - 1) Appointment as council representative to Okaloosa County Public Library Cooperative.
- B. Councilmember Geile
 - 1) Projects Status/Updates
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Wagner
 - 1) Appointment as Linear Park Project Sponsor
 - 2) Appointment as council representative to the Okaloosa County League of Cities
- 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: February 20, 2024

TYPE OF AGENDA ITEM: Presentation

AGENDA OUTLINE NUMBER: 1.A.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Steve O'Connor, Principal Planner

DATE: February 8, 2024

SUBJECT: Lamar Advertising Presentation

I. BACKGROUND: At the June 20, 2023, City Council meeting, the Council directed City Staff to take Lamar Signs' reduction proposal and request to the appropriate City Boards and Committees for their input and recommendation. Staff placed the request on the following Committees' agendas for their consideration:

- Local Planning Agency
- Public Works & Public Safety Committee
- Town Center CRA Advisory Committee
- Harbor CRA Advisory Committee

One or more Council Members also inquired as to existing Code provisions affecting the proposal, so information regarding same is included with this report.

II. DISCUSSION: Below are the motions and vote results from the Committees:

Local Planning Agency: September 5, 2023

Motion: The Local Planning Agency recommends that the City Council deny the Lamar Advertisings proposal since the action is not allowed by multiple sections in both the **Comprehensive Plan** and the **Land Development Code Section 16.03.00.W & Ordinances 245.6 and 245.7).**

The motion passed 4-0.

Harbor CRA Advisory Committee: Scheduled for the August, September, October, and November meeting dates.

Motion: N/A – The Harbor CRA Advisory Committee **did not discuss** the proposal due to quorum issues.

Public Works & Public Safety Committee: July 18, 2023

Motion: Recommendation to support the plan to remove the indicated signs as presented, support the use of digital signage with the City being able to use the last slot, based on the number of sold slots. To retain one sign in the Harbor District by consideration of the Public Works/Public Safety Committee, because it is a safety concern and a publication opportunity to notify locals in west Destin.

The Motion passed 6-0

Town Center CRA Advisory Committee: August 16, 2023

Motion: Recommend the City Council support Lamar Advertising endeavors.

The Motion passed 5-0

APPLICABLE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE (LDC) REQUIREMENTS:

Currently, the LDC Section 16.03.02.W. and Ordinances 245.6 & 245.7 (see attachments) do not permit the construction of new billboards and prohibit any improvements to the structure of a billboard that would extend the lifespan of the billboard. Only regular maintenance and changing the sign faces is permitted.

Comprehensive Plan Policies 1-3.6.2 and 1-3.6.3. further prohibits the expansion and intensification of nonconforming uses and structures. The proposal both expands the amount of signage on the proposed billboards to remain and intensifies the nonconforming use of off-premise signage by allowing the sign faces to be converted to digital.

- A. Link to Strategic Goals / Objectives:** #6. Effective, efficient, and aesthetically pleasing infrastructure
- B. Effect on Budget (EOB):** n/a
- C. Level of Service (LOS):** n/a
- D. Legislative Sponsor:**

III. CONCLUSION: The LPA recommended denial due to lack of consistency with the Comprehensive Plan and Land Development Code, two Committees support the proposal, , and one Committee did not vote.

IV. RECOMMENDED MOTION: Denial/Approval:

I move that City Council deny/approve the proposal and agreement from Lamar Signs.

-OR

Approval with Modification:

I move that City Council approve, with modifications as discussed, the proposal and agreement from Lamar Signs.

Attachments:

1. City of Destin - Partnership Proposal
2. Letters of Support re Lamar (A5022628xA3759)
3. 1996 Destin Off-Premises Sign

- Ordinance (A5180362xA3759)
- 4. Fudpucker's Digital Billboard Agreement (A5180360xA3759)
- 5. Lamar Destin Pensacola 2-20-24
- 6. Revised Sign Removal Agreement 2-9 (A5236256xA3759)
- 7. Bennet & Pless Letter



LAMAR

PARTNERING WITH THE CITY OF DESTIN

Unify to Beautify!

THE MISSION

Unify to Beautify! Lamar Advertising will partner with the City of Destin to help beautify the landscape by reducing the number of outdoor advertising structures AND upgrading the aesthetics of the remaining Lamar billboards.

THE PLAN

Lamar will reduce the number of Lamar billboards within the City limits by 45%! There are currently eleven (11) structures owned and operated by Lamar Advertising, from the Destin Bridge to just east of Gulfstarr Dr. Lamar is offering to permanently **REMOVE FIVE (5) BILLBOARD STRUCTURES** and upgrade the remaining six (6) to blend within the coastal landscape.

THE AESTHETICS

The Lamar Art Department has created a unique billboard design consistent with the City of Destin's coastal vernacular architectural design theme. The remaining six (6) billboard structures will be rebuilt with this one-of-a-kind architecture, providing unity with the coastal community theme.

The billboard faces will also be upgraded from the dated look of the "old fashioned" billboards to the more contemporary and efficient LED digital billboard faces. The digital components will be regulated and controlled to meet all industry standards and State regulations with no scrolling, flashing, or blinking graphics.

THE POWERLINES

Lamar Advertising will, at our expense, install underground power to all six of the remaining billboard structures, thus contributing to the City's long-term underground powerline project.

THE ADDED PARTNERSHIP BENEFIT

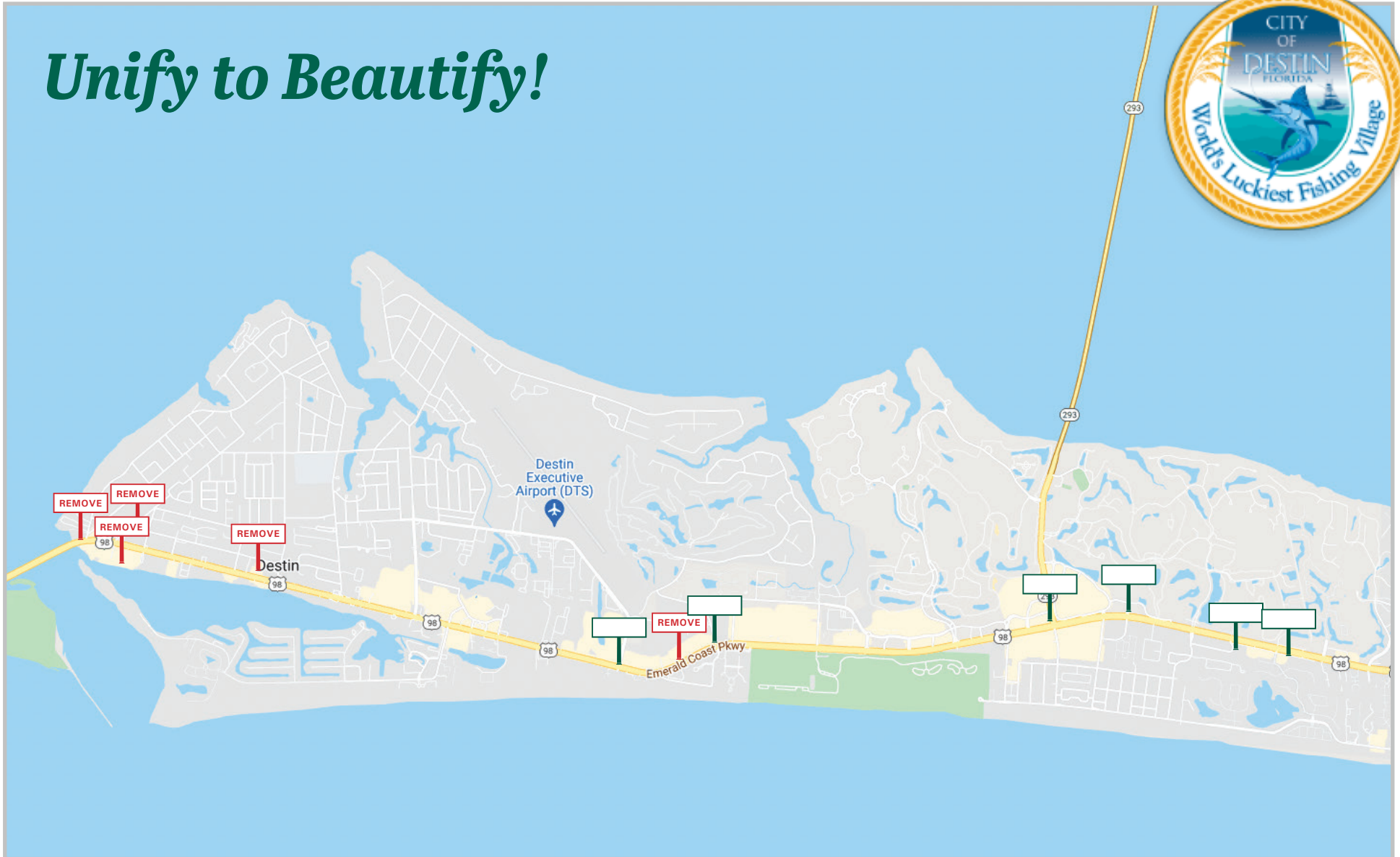
As another benefit of partnership, Lamar will provide the City with one digital spot on each of the remaining six (6) billboard structures. The spot may be used to advertise upcoming events, safety and weather conditions, storm prep and evacuation routes, or anything the City desires to communicate to the community.

The digital display will allow the City to upload and schedule new messages in real time. In the case of an emergency situation that affects the community, a digital board will allow the City to get a message to the public faster than any other media.



PARTNERING WITH THE CITY OF DESTIN

Unify to Beautify!





City of Fort Walton Beach

Treasure of the Emerald Coast

107 Miracle Strip Parkway, SW * Fort Walton Beach, FL 32548
(850) 833-9500 * Fax (850) 833-9640

www.fwb.org

Richard A. Rynearson
Mayor
850-833-9509
drynearson@fwb.org

June 16, 2023

Lamar Advertising of Pensacola – Fort Walton – Destin
1401 Tarragona Street
Pensacola, FL 32501

Dear Real Estate Management Team:

I commend your business for its quality billboards. For over fifteen years, Lamar's billboards have helped increase visibility about various events throughout the City of Fort Walton Beach, which contributes significantly to our ongoing public awareness campaign. During the end of prior Fiscal Years, Lamar is mentioned as an integral part of our city's Prior Year Accomplishments which is presented to our City Council during the new Fiscal Year's budget adoption process.

Notably, Fort Walton Beach used Lamar signage as an advertising tool to promote residential single stream recycling. In addition, our museums have been able to display their events with Lamar over the years, which has educated and entertained the public and functioned as a draw for visits to our museums. Lamar's signage has helped promote activities which contribute to the accomplishments of our city and its partners.

Our current Public Relations-Marketing Manager says you have been very responsive to the city's marketing needs and the Public Relations Division uses your services for all city departments to promote events and public safety messages and alerts.

Lamar Advertising has loyally represented the city's marketing initiatives that have provided prosperous results that Fort Walton Beach continues to savor. I offer my recommendation that the City of Destin use your services for their advertising and marketing needs that will surely have a positive impact on their great city.

Sincerely,

Richard A. Rynearson
Mayor

Dear Mayor Wagner and City Council,

I am writing in support of Lamar Advertising's proposal to remove five (5) billboard structures and convert the remaining billboards to a more attractive digital format.

Delivering our message to the community is an important part of our local business. Lamar Advertising has been a helpful partner in delivering that message to local residents and visitors. The use of Outdoor Advertising has been effective in increasing our revenue.

We ask that you favorably consider the proposal from Lamar Advertising which will not only improve the look of our city but also continue to provide opportunities for businesses to engage with our customers.

Sincerely,

Kathy Scarbrough

Kathy Scarbrough

[Printed Name]

Kathy Scarbrough,

Jun 15, 2023

LANNIE CORBIN
City Manager



(850) 279-6436. Ext. 1001
208 North Partin Drive
Niceville, Florida 32578

June 16, 2023

Mayor Bobby Wagner & City Council
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Dear Mayor Wagner & City Council,

I am writing to recommend and support the cooperative agreement between the City of Niceville and Lamar Advertising. This partnership has greatly benefited our city since 2003, and I believe it would be valuable for Destin to consider a similar arrangement.

Since the establishment of the cooperative agreement, Niceville has experienced significant advantages:

- **Community Engagement and Information Dissemination:** Lamar Advertising's billboards have become a valuable tool for sharing important information with our community. They effectively promote local events, emergency notifications, and city updates, enhancing public engagement.
- **Aesthetically Pleasing and Well-Maintained Infrastructure:** Lamar Advertising has ensured visually appealing billboards that blend with Niceville's surroundings. Their commitment to cleanliness and maintenance has enhanced the overall visual appeal of our community.
- **Support for Non-Profits:** The cooperative agreement between the City of Niceville and Lamar Advertising has allowed deserving non-profit organizations to utilize the billboards to advertise their current needs. This support has enabled these organizations to reach a broader audience and garner vital community support. By using the billboards to promote non-profit initiatives, our community has fostered a spirit of philanthropy and strengthened social welfare efforts.

Based on the outstanding results in Niceville, I strongly recommend that Destin considers a similar cooperative agreement. The positive impact on community engagement, aesthetically pleasing infrastructure, and support for non-profits make this partnership highly advantageous.

I am confident that Destin will find this cooperative agreement beneficial. If you require further information or assistance, please feel free to contact me. Thank you for your consideration.

Sincerely,

Lannie Corbin
City Manager, City of Niceville

Dear Mayor Wagner and City Council,

I am writing in support of Lamar Advertising's proposal to remove five (5) billboard structures and convert the remaining billboards to a more attractive digital format.

Delivering our message to the community is an important part of our local business. Lamar Advertising has been a helpful partner in delivering that message to local residents and visitors. The use of Outdoor Advertising has been effective in increasing our revenue.

We ask that you favorably consider the proposal from Lamar Advertising which will not only improve the look of our city but also continue to provide opportunities for businesses to engage with our customers.

Sincerely,

Kathy Scarbrough

Kathy Scarbrough

[Printed Name]

Kathy Scarbrough,

Jun 15, 2023

Dear Mayor Wagner and City Council,

I am writing in support of Lamar Advertising's proposal to remove five (5) billboard structures and convert the remaining billboards to a more attractive digital format.

Delivering our message to the community is an important part of our local business. Lamar Advertising has been a helpful partner in delivering that message to local residents and visitors. The use of Outdoor Advertising has been effective in increasing our revenue.

We ask that you favorably consider the proposal from Lamar Advertising which will not only improve the look of our city but also continue to provide opportunities for businesses to engage with our customers.

Sincerely,

justin miller

[Printed Name]

Coast Furniture

Jun 15, 2023

Dear Mayor Wagner and City Council,

I am writing in support of Lamar Advertising's proposal to remove five (5) billboard structures and convert the remaining billboards to a more attractive digital format.

Delivering our message to the community is an important part of our local business. Lamar Advertising has been a helpful partner in delivering that message to local residents and visitors. The use of Outdoor Advertising has been effective in increasing our revenue.

We ask that you favorably consider the proposal from Lamar Advertising which will not only improve the look of our city but also continue to provide opportunities for businesses to engage with our customers.

Sincerely,

John Agnew

John Agnew

The Legacy Cabinet Company

Jun 9, 2023

Dear Mayor Wagner and City Council,

I am writing in support of Lamar Advertising's proposal to remove five (5) billboard structures and convert the remaining billboards to a more attractive digital format.

Delivering our message to the community is an important part of our local business. Lamar Advertising has been a helpful partner in delivering that message to local residents and visitors. The use of Outdoor Advertising has been effective in increasing our revenue.

We ask that you favorably consider the proposal from Lamar Advertising which will not only improve the look of our city but also continue to provide opportunities for businesses to engage with our customers.

Sincerely,

Cindy Cole

Cindy Cole

Cindy Cole Fine Homes

Jun 12, 2023

Dear Mayor Wagner and City Council,

I am writing in support of Lamar Advertising's proposal to remove five (5) billboard structures and convert the remaining billboards to a more attractive digital format.

Delivering our message to the community is an important part of our local business. Lamar Advertising has been a helpful partner in delivering that message to local residents and visitors. The use of Outdoor Advertising has been effective in increasing our revenue.

We ask that you favorably consider the proposal from Lamar Advertising which will not only improve the look of our city but also continue to provide opportunities for businesses to engage with our customers.

Sincerely,

A handwritten signature in black ink, appearing to read "Devon Harrington".

Devon Harrington

[Printed Name]

Bayou Fox Hooters

Jun 12, 2023



June 7th, 2023

The Honorable Mayor Bobby Wagner
Members of the Destin City Council
4200 Indian Bayou Trail
Destin, FL 32541

Dear Mayor Wagner and City Council Members,

I am writing in support of Lamar Advertising's proposal to eliminate (5) billboard structures and convert their remaining billboards to a more attractive digital format.

Businesses require signage and outdoor advertising to effectively deliver location and service/product information to the communities they serve. For this reason billboards are an important part of many local businesses advertising programs. Lamar Advertising has been a long term helpful partner to many businesses in the Destin area by assisting them delivering their message to local residents and visitors alike.

From Baytowne Wharf and the Mid Bay Bridge to the Gulfarium Marine Adventure Park, our firm has provided advertising services for many Destin area businesses. Outdoor Advertising is important to the success of these businesses overall marketing programs.

We ask that you favorably consider the proposal from Lamar Advertising which will not only improve the environmental appeal of Destin but also continue to provide our local businesses the opportunity to engage with their customers.

This is an important matter for many businesses.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "EW Bullock III", written over a horizontal line.

Ellis W. Bullock III
EW Bullock Associates

One Palafox Place
19 W. Garden St.
Suite 201
Pensacola, FL 32502
P.O. Box 1983 32591
T 850.438.4015
ewbullock.com

Dear Mayor Wagner and City Council,

I am writing in support of Lamar Advertising's proposal to remove five (5) billboard structures and convert the remaining billboards to a more attractive digital format.

Delivering our message to the community is an important part of our local business. Lamar Advertising has been a helpful partner in delivering that message to local residents and visitors. The use of Outdoor Advertising has been effective in increasing our revenue.

We ask that you favorably consider the proposal from Lamar Advertising which will not only improve the look of our city but also continue to provide opportunities for businesses to engage with our customers.

Sincerely,

Aliza Ray

Aliza Ray

[Printed Name]

Powered by Smile Doctors

Jun 8, 2023

Dear Mayor Wagner and City Council,

I am writing in support of Lamar Advertising's proposal to remove five (5) billboard structures and convert the remaining billboards to a more attractive digital format.

Delivering our message to the community is an important part of our local business. Lamar Advertising has been a helpful partner in delivering that message to local residents and visitors. The use of Outdoor Advertising has been effective in increasing our revenue.

We ask that you favorably consider the proposal from Lamar Advertising which will not only improve the look of our city but also continue to provide opportunities for businesses to engage with our customers.

Sincerely,

A handwritten signature in cursive script that reads "Brooke Johnson".

Brooke Johnson

[Printed Name]

Turnberry Associates

Dear Mayor Wagner and City Council,

I am writing in support of Lamar Advertising's proposal to remove five (5) billboard structures and convert the remaining billboards to a more attractive digital format.

Delivering our message to the community is an important part of our local business. Lamar Advertising has been a helpful partner in delivering that message to local residents and visitors. The use of Outdoor Advertising has been effective in increasing our revenue.

We ask that you favorably consider the proposal from Lamar Advertising which will not only improve the look of our city but also continue to provide opportunities for businesses to engage with our customers.

Sincerely,

A handwritten signature in cursive script that reads "Chris Blatz".

Chris Blatz

[Printed Name]

IMCMV Holdings Inc.

Dear Mayor Wagner and City Council,

I am writing in support of Lamar Advertising's proposal to remove five (5) billboard structures and convert the remaining billboards to a more attractive digital format.

Delivering our message to the community is an important part of our local business. Lamar Advertising has been a helpful partner in delivering that message to local residents and visitors. The use of Outdoor Advertising has been effective in increasing our revenue.

We ask that you favorably consider the proposal from Lamar Advertising which will not only improve the look of our city but also continue to provide opportunities for businesses to engage with our customers.

Sincerely,

Elizabeth Campbell

Elizabeth Campbell

[Printed Name]

Elizabeth Campbell

Dear Mayor Wagner and City Council,

I am writing in support of Lamar Advertising's proposal to remove five (5) billboard structures and convert the remaining billboards to a more attractive digital format.

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Sincerely,



Mary Mullins

[Printed Name]

Amazing Lash Studio

Jun 7, 2023

Dear Mayor Wagner and City Council,

I am writing in support of Lamar Advertising's proposal to remove five (5) billboard structures and convert the remaining billboards to a more attractive digital format.

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We ask that you favorably consider the proposal from Lamar Advertising which will not only improve the look of our city but also continue to provide opportunities for businesses to engage with our customers.

Sincerely,

A handwritten signature in dark ink, appearing to read 'TS Springer', with a stylized flourish at the end.

Timothy S. Springer

[Printed Name]

Avid Storage LLC

Dear Mayor Wagner and City Council,

I am writing in support of Lamar Advertising's proposal to remove five (5) billboard structures and convert the remaining billboards to a more attractive digital format.

Delivering our message to the community is an important part of our local business. Lamar Advertising has been a helpful partner in delivering that message to local residents and visitors. The use of Outdoor Advertising has been effective in increasing our revenue.

We ask that you favorably consider the proposal from Lamar Advertising which will not only improve the look of our city but also continue to provide opportunities for businesses to engage with our customers.

Sincerely,

Ryan Terrell

Ryan Terrell
[Printed Name]

Outdoor Media Solutions LLC

Jun 7, 2023

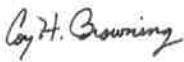
Dear Mayor Wagner and City Council,

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We ask that you favorably consider the proposal from Lamar Advertising which will not only improve the look of our city but also continue to provide opportunities for businesses to engage with our customers.

Sincerely,

A handwritten signature in cursive script that reads "Coy H. Browning".

Coy Browning

Browning Law Firm. P.A.

Jun 7, 2023

Dear Mayor Wagner and City Council,

I am writing in support of Lamar Advertising's proposal to remove five (5) billboard structures and convert the remaining billboards to a more attractive digital format.

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We ask that you favorably consider the proposal from Lamar Advertising which will not only improve the look of our city but also continue to provide opportunities for businesses to engage with our customers.

Sincerely,

A handwritten signature in black ink, appearing to read "Vince Bruner".

Vince Bruner

[Printed Name]

June 6 2024

Jun 6, 2023

Dear Mayor Wagner and City Council,

I am writing in support of Lamar Advertising's proposal to remove five (5) billboard structures and convert the remaining billboards to a more attractive digital format.

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We ask that you favorably consider the proposal from Lamar Advertising which will not only improve the look of our city but also continue to provide opportunities for businesses to engage with our customers.

Sincerely,

A handwritten signature in black ink, appearing to read "Stacey Brady" with "S Brady" written below it.

stacey brady

[Printed Name]

Grand Boulevard at Sandestin

Dear Mayor Wagner and City Council,

I am writing in support of Lamar Advertising's proposal to remove five (5) billboard structures and convert the remaining billboards to a more attractive digital format.

Delivering our message to the community is an important part of our local business. Lamar Advertising has been a helpful partner in delivering that message to local residents and visitors. The use of Outdoor Advertising has been effective in increasing our revenue.

We ask that you favorably consider the proposal from Lamar Advertising which will not only improve the look of our city but also continue to provide opportunities for businesses to engage with our customers.

Sincerely,

Gabrielle Barnett

Gabrielle Barnett

[Printed Name]

LuLu's Director of Marketing

Jun 6, 2023

Dear Mayor Wagner and City Council,

I am writing in support of Lamar Advertising's proposal to remove five (5) billboard structures and convert the remaining billboards to a more attractive digital format.

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We ask that you favorably consider the proposal from Lamar Advertising which will not only improve the look of our city but also continue to provide opportunities for businesses to engage with our customers.

Sincerely,

Mary Anne Windes

Mary Anne Windes

[Printed Name]

Real Estate Professionals of Destin, Inc.

Jun 6, 2023

Dear Mayor Wagner and City Council,

I am writing in support of Lamar Advertising's proposal to remove five (5) billboard structures and convert the remaining billboards to a more attractive digital format.

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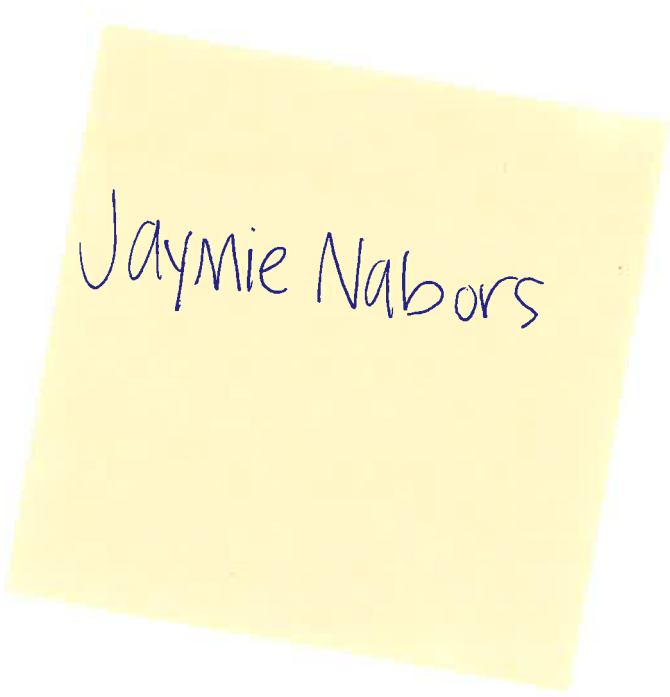
Sincerely,



[Printed Name]

NBI properties Inc

Jun 6, 2023



Jaymie Nabors

ORDINANCE NO. 245.7

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING ORDINANCE NO. 245 RELATING TO SIGNS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDING SECTION III, PURPOSE; PROVIDING FOR AMENDING SECTION IX BY DELETING THE PROVISIONS FOR REPLACING OFF-SITE SIGNS, BILLBOARDS OR PERMANENT OUTDOOR ADVERTISING SIGNS ALONG HIGHWAY 98 AND EMERALD COAST PARKWAY; PROVIDING FOR AMENDING SECTION XVI, NONCONFORMING SIGNS BY PROHIBITING REPLACEMENT OF ANY BILLBOARDS, OFF-SITE SIGNS AND PERMANENT OUTDOOR ADVERTISING SIGNS WHICH ARE REMOVED OR DESTROYED; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR REPEALER; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article I, Section 1.01 (b) and (k) of the City Charter; Section 163.3202 (2) (f), Florida Statutes (1994); Section 166.021, Florida Statutes (1994); Section 166.0425, Florida Statutes (1994); and Section 479.155, Florida Statutes (1994).

SECTION 2. FINDINGS OF FACT.

- A. That the City of Destin is an incorporated municipality, the residents of which derive their income and support from a variety of sources.
- B. That visitors from other areas, and tourism in general, constitutes a significant resource for the City and its residents.
- C. That the appearance of the City and an unrestricted view of the area's natural beauty significantly contributes to its general welfare.
- D. That there are areas within the City which are unsuitable locations for billboards, off-site signs and permanent outdoor advertising signs and these signs should be restricted from these areas.
- E. That the proliferation of the number of billboards, off-site signs and permanent outdoor advertising signs disrupts the appearance of the City in a manner which is considered to be aesthetically unacceptable.
- F. That it is necessary, in order to protect the health, safety, and welfare of the citizens of Destin, and the public in general, to limit the number of billboards, off-site signs and permanent outdoor advertising signs and to restrict the location of said signs.

SECTION 3. PURPOSE.

The purpose of this ordinance is to provide minimum control over off-site signs, billboards, and permanent outdoor advertising signs to promote the health, safety, aesthetics, and general welfare by

preventing off-site signs, billboards and permanent outdoor advertising by requiring removal of any existing billboard, off-site sign or permanent outdoor advertising if it is destroyed or removed by any means.

SECTION 4. SECTION IX, PROHIBITED SIGNS, AS ADOPTED IN ORDINANCE 245 OF THE CITY IS AMENDED TO ADD AS FOLLOWS:

Upon effective date of this ordinance, no person shall construct or erect an off-site sign, billboard or permanent outdoor advertising sign within the City of Destin at any location ~~other than adjacent to~~ including along Highway 98 East or the Emerald Coast Parkway, which is ~~a~~ are Federal Aid primary highway systems.

No off-site sign, billboard or permanent outdoor advertising sign (other than those signs which have already received City and DOT permits for construction) shall be constructed or erected after the date of enactment of this ordinance, ~~except to the extent that such off site signs, billboards or permanent outdoor advertising signs replace an off site sign, billboard or permanent outdoor advertising sign that existed as of such date and otherwise conforms to all provisions of the sign ordinance of the City of Destin as amended. The Code Enforcement Officer for the City shall cause an inventory to be made of all existing off site signs, billboards and permanent outdoor advertising signs, conforming and non-conforming under the sign ordinance of the City as amended; and after the date of enactment of this ordinance, the loss of any existing off site sign, billboard or permanent outdoor advertising sign, by whatever cause (including but not limited to theft, storm, fire, vandalism, etc.) the owner of said lost off site sign, billboard or permanent outdoor advertising sign shall file with the building official of the City within ninety (90) days of said loss, a demolition notice, showing the location and date of the loss of said sign and thereafter for a period of six (6) months from the date of loss the owner, successor or assignee of the lost off site sign, billboard or permanent outdoor advertising sign shall have the opportunity to apply for a replacement off site sign, billboard or permanent outdoor advertising sign attaching a copy of the demolition notice to said application. Said replacement sign must conform with all terms and conditions of the sign ordinance of the City. If the owner, successor or assignee should fail to file an application for a replacement billboard during the six (6) month period, then the building official shall have the authority to approve an application by any qualifying applicant and issue a permit for the erection of a replacement sign, providing it is in conformity herewith.~~

SECTION 5. SECTION XVI. NONCONFORMING SIGNS is hereby amended as follows:

Nonconforming signs shall be subject to the following provisions.

1. Defined

Any sign within the City on the effective date of this Code which is prohibited by, or does not conform to the requirements of this Code; except that signs that are within ten (10) percent of the height and size limitations of this Code, and that in all other respects conform to the requirements of this Code, shall be deemed to be in conformity with this Code.

2. Amortization of Nonconforming Signs

- a. All nonconforming signs with a replacement cost of less than \$100.00 at the time of adoption or this Code, and all signs prohibited by this Code, shall be removed or made to conform within one (1) year of the enactment of this Code.

- b. All other nonconforming signs shall be removed or altered to be conforming within seven (7) years of the effective date of this Code, unless an earlier removal is required by the following provisions:
1. No non-conforming sign may be enlarged or altered in a way which increases its non-conformity, but any sign or portion thereof may be altered to decrease its non-conformity.
 2. No non-conforming sign shall be structurally altered to prolong the life of the sign, but work may be done in any period of twelve (12) consecutive months on ordinary repairs, or on repair and replacement of non-structural components to an extent not exceeding twenty-five (25) percent of the current replacement cost of the non-conforming sign.
 3. Should a non-conforming sign be destroyed by any means to an extent of more than fifty (50) percent of its appraised value at time of destruction as determined by the city Manager or his designee, it shall not be reconstructed except in compliance with these regulations.
 4. Should a non-conforming sign be moved for any reason, it shall thereafter conform to the regulations for the district in which it is located after it is moved.
 - ~~5. If an existing non-conforming off site sign, billboard or permanent outdoor advertising sign is destroyed for any reason it may only be rebuilt in conformity with all regulations, including distance from other signs, and must be replaced within six (6) months of its destruction or it will be permanently removed from the total sign inventory allowed for off site signs, billboards or permanent outdoor advertising signs.~~
 5. If an existing off-site sign, billboard or permanent outdoor advertising sign is destroyed by any cause it may not be rebuilt for any reason.

SECTION 6. SEVERABILITY.

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

SECTION 7. PENALTY.

Any person who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Chapter shall be punished as provided in Section 1-9 of Destin's Code of Ordinances.

SECTION 8. REPEALER.

All ordinances, parts of ordinances, or any City Code provision, in conflict herewith, be, and the same are hereby repealed.

SECTION 9. EFFECTIVE DATE.

This Ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED: March 5, 1996

BY: [Signature]
GARY L. ALDEN, MAYOR

ATTEST:

[Signature]
ROBERT T. MEARNS
CITY MANAGER

[Signature]
CAROLYN LEE GARRETT
CITY CLERK

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

[Signature]
ROBERT E. MCGILL, III, CITY ATTORNEY

FIRST READING 2-20-96

SECOND READING 3-5-96

H:\P&Z1\ORD245.7

ORDINANCE 08-29-CN

AN ORDINANCE OF THE CITY OF DESTIN RELATING TO THE ANNEXATION OF CONTIGUOUS PROPERTY TO THE CITY; PROVIDING FOR AUTHORITY; PROVIDING FOR ANNEXATION AND LEGAL DESCRIPTION; PROVIDING FOR A MAP OF ANNEXED AREA; PROVIDING FOR ZONING AND LAND USE; PROVIDING FOR COMPLIANCE WITH LAW AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the City Council has received a Petition for Voluntary Annexation of property (Exhibit "A") which is described in the annexation agreement and legal description (Exhibit "B"), attached hereto and made a part hereof by reference, which is within Okaloosa County, Florida, and which is compact and contiguous to the City limits.

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

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Section 166.021, Florida Statutes, Section 171.044, Florida Statutes and Section 1.01(b) of the City Charter.

SECTION 2. ANNEXATION AGREEMENT AND LEGAL DESCRIPTION. The property is described in the Annexation Agreement in Exhibit "B" attached hereto and made a part hereof, which is situated in Okaloosa County, Florida, compact and contiguous to the City of Destin, Florida is hereby annexed to the City and the City's boundary lines shall be hereby amended to include such property within its City limits.

SECTION 3. MAP OF ANNEXED AREA. The property is specifically set forth in the map marked as Exhibit "C", attached hereto and made part hereof by reference.

SECTION 4. ZONING AND LAND USE. Pursuant to general law, the property hereby annexed was subject to Okaloosa County land development, land use plan, zoning and subdivision regulations which still remain in full force and effect until rezoned by the City to comply with the comprehensive plan.

SECTION 5. COMPLINACE WITH LAW. The property shall be subject to all of the laws, ordinances and regulations in effect in the City upon the effective date of this Ordinance.

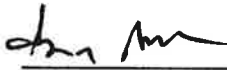
SECTION 6. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature of the Mayor.

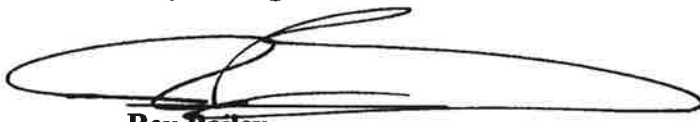


ADOPTED: AUGUST 18, 2008

BY: 
Craig H. Barker, Mayor

ATTEST:


Gregory A. Kisela
City Manager


Rey Bailey
City Clerk

the

The form and legal sufficiency of forgoing has been reviewed and approved by the City Attorney.


J. Jerome Miller, City Attorney

First Reading: **August 4, 2008**
Second Reading: **August 18, 2008**

Exhibit A



July 16, 2008

The Honorable Craig H. Barker, Mayor
City of Destin
4200 Two Trees Road
Destin, Florida 32541

Dear Mayor Barker:

Please accept this as a request for voluntary annexation of the property owned by **Fudpuckers Properties Inc.**, and JUD, LLC located on the Northwest corner of Hwy 98 and Commons Drive West as described in Attachment A-1 and A-2, the survey for the property.

Please have your staff contact me to begin the process for voluntary annexation as soon as possible.

Sincerely,

JUD, LLC

By: _____

Jay A. Odom
Managing Member

Fudpucker's Properties INC.

By: _____

Chester G. Kroeger
President

Attachments: A-1. Survey w/ legal description of Fudpucker's Properties, Inc. parcel
A-2. Survey w/ legal description of JUD, LLC parcel

EXHIBIT B

Fudpuckers Parcels:

Parcel A

A PARCEL OF LAND LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 6, SILVER BEACH SUBDIVISION, AS RECORDED IN PLAT BOOK 1, AT PAGE 16 1/2, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE GO NORTH 03°58'04" EAST ALONG A PROJECTION OF THE EAST LINE OF SAID LOT 4, A DISTANCE OF 1277.03 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30 (U.S. 98 BYPASS, R/W VARIES); THENCE GO SOUTH 86°02'36" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2403.97 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, GO NORTH 03°57'24" EAST, A DISTANCE OF 400.00 FEET; THENCE GO SOUTH 86°02'36" EAST, A DISTANCE OF 200.00 FEET; THENCE GO SOUTH 03°57'24" WEST, A DISTANCE OF 400.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 30 (U.S. 98 BYPASS, R/W VARIES); THENCE GO NORTH 86°02'36" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.836 ACRES.

SAID PARCEL BEING SUBJECT TO A GULF POWER EASEMENT OVER THE SOUTH 100.00 FEET.

Parcel B

A PARCEL OF LAND LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 6, SILVER BEACH SUBDIVISION, AS RECORDED IN PLAT BOOK 1, AT PAGE 16 1/2, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE GO NORTH 03°58'04" EAST ALONG A PROJECTION OF THE EAST LINE OF SAID LOT 4, A DISTANCE OF 1277.03 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30 (U.S. 98 BYPASS, R/W VARIES); THENCE GO SOUTH 86°02'36" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2603.97 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, GO NORTH 03°57'24" EAST, A DISTANCE OF 400.00 FEET; THENCE GO SOUTH 86°02'36" EAST, A DISTANCE OF 200.00 FEET; THENCE GO SOUTH 03°57'24" WEST, A DISTANCE OF 400.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 30 (U.S. 98 BYPASS, R/W VARIES); THENCE GO NORTH 86°02'36" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.836 ACRES.

SAID PARCEL BEING SUBJECT TO A GULF POWER EASEMENT OVER THE SOUTH 100.00 FEET.

EXHIBIT B

JUD parcels:

Parcel A

A PARCEL OF LAND IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST IN OKALOOSA COUNTY, FLORIDA DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 6, SILVER BEACH SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 16 1/2 OF THE OFFICIAL RECORDS; THENCE NORTH 03°58'52" EAST, 1277.09 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 30; THENCE ALONG SAID NORTH RIGHT OF WAY LINE SOUTH 86°02'07" EAST, 2,804.62 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°57'53" EAST, 400.00 FEET TO A LINE 400.00 FEET NORTH OF AND PARALLEL WITH SAID NORTH RIGHT OF WAY LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH 86°02'07" EAST, 200.00 FEET; THENCE SOUTH 03°57'53" WEST, 400.00 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 86°02'07" WEST, 200.00 FEET TO THE POINT OF BEGINNING.

(ABOVE DESCRIPTION BASED ON A SURVEY BY JAS CHOCTAW DATED FEBRUARY 19, 1991, JOB NO. 90-165)

Parcel B

A PARCEL OF LAND LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 6, SILVER BEACH SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 16 1/2, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE GO NORTH 03°58'04" EAST ALONG A PROJECTION OF THE EAST LINE OF SAID LOT 4, A DISTANCE OF 1277.03 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (U.S. 98 BYPASS, R/W VARIES) THENCE GO SOUTH 86°02'36" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 3003.97 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY LINE, GO NORTH 03°57'24" EAST, A DISTANCE OF 400.00 FEET; THENCE GO SOUTH 86°02'36" EAST, A DISTANCE OF 153.44 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF A DEPARTMENT OF TRANSPORTATION (35') DITCH RIGHT OF WAY; THENCE GO SOUTH 28°22'33" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 87.06 FEET; THENCE GO SOUTH 03°57'24" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 326.44 FEET TO A POINT OF THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (U.S. 98 BYPASS, R/W VARIES); THENCE GO NORTH 86°02'36" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

**ANNEXATION AGREEMENT BETWEEN
THE CITY OF DESTIN
AND
FUDPUCKER'S PROPERTIES, INC., AND JUD LLC**

THIS ANNEXATION AGREEMENT is made and entered into this 18th day of AUGUST, 2008, by and between the **City of Destin**, a municipal corporation of the State of Florida ("City") and **FUDPUCKER'S PROPERTIES INC. and JUD LLC** ("Owners").

RECITALS

WHEREAS, the Owners hold fee simple title to the lands to be annexed, depicted on Exhibit "A" attached hereto, which lands are compact and contiguous to the City as shown in Exhibit "B"; and

WHEREAS, the Owners and the City have determined that annexation of the Property into the City is in the mutual best interest of the Owners, the City and the future residents of the City; and

WHEREAS, the Owners have a "Conceptual Plan" (hereinafter defined in Section 4, Definitions, and copy attached as Exhibit "C"), and certain "Development Uses and Rights" as are more specifically delineated herein; and

WHEREAS, the City conceptually agrees to change the Future Land Use Map designation to Gulf Resort Mixed Use, for those areas of the parcel as indicated herein; and

WHEREAS, The City conceptually agrees to change the Zoning designation to Gulf Resort Mixed Use, for those areas of the parcel as indicated herein; and

WHEREAS, the Owners have filed a Voluntary Annexation Petition seeking annexation of the Property depicted on Exhibit "A" into the City provided the City acknowledges the Owner's Conceptual Plan; and

WHEREAS, the City acknowledges that the Owners filed a voluntary annexation petition in reliance on the City's expression of its commitment to recognize the Owners' Conceptual Plan as described in this Agreement and that the Owners would not have filed the voluntary annexation petition absent the City's expression of intent; and

WHEREAS, the Owners and the City desire to establish certain development guidelines which specify the manner in which the Property will be developed according to the "Conceptual Plan" described in Exhibit "C" and the Development Uses and Rights described specifically herein; and

WHEREAS, the parties hereto wish to resolve certain issues regarding the annexation of the Property and the provision of municipal services to the Property coincident to the effective date of the Annexation;

NOW, THEREFORE, in consideration of the mutual promises and other considerations contained herein, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals.

The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Annexation.**

Prior to the execution of this Agreement, the Owners voluntarily petitioned the City to annex the Property into the City. The annexation of the property into the City will become effective upon adoption of the City's annexation ordinance.

3. **Effective Date; Enforceability.**

This Agreement shall become effective upon execution. However, the rights and obligations created hereunder are specifically made contingent on the annexation of the Property into the City. Therefore, the rights and obligations created hereunder shall not be enforceable by any party for any purpose unless and until the annexation of the Property is effective.

4. **Definitions.**

Agreement: This Annexation Agreement.

Agreement Area: That real property more particularly described in Exhibit "A".

Billboard: Signage that meets the definition of "off-premises signs" as stated in the City of Destin's Land Development Code and the definition of "off-site signs" in the Okaloosa County Land Development Code.

City: The City of Destin, a municipal corporation of the State of Florida.

City Comprehensive Plan: The City of Destin Comprehensive Plan.

City Land Development Code: The City of Destin Land Development Code.

Comprehensive Plan: The Comprehensive Plan of either the City or the County.

Conceptual Plan: The depiction of the Project on the Site as portrayed in Exhibit "C", which is attached to this Agreement and incorporated into it by this reference. The Conceptual Plan is drawn to scale and contains a minimum of the following, which must conform to the standards specified in the LDC:

- a. Building footprints.
- b. Curb cuts onto adjoining public roads.
- c. Parking and vehicular access areas.
- d. Use area designations.
- e. Stormwater drainage ways and retention areas.
- f. Landscaped areas.

The following are depicted as “minimums”:

- a. Dimensions of required setbacks from all property lines are based on the Land Development Code.
- b. Location and width of any right-of-way or easements required to properly service the site.

County: Okaloosa County, a political subdivision of the State of Florida.

County Comprehensive Plan: The Comprehensive Plan of Okaloosa County in effect on the effective date of this Agreement.

County Land Development Code: The Land Development Code of Okaloosa County in effect on the effective date of this Agreement.

Developer or Owners: FUDPUCKER'S PROPERTIES, INC., AND JUD LLC, and representatives and agents thereof.

Development: Any improvements made to the site.

Development Order: The specific order granting or granting with conditions by the City Council an application for a development permit for Agreement Area.

Land Development Code (LDC): The ordinances adopted by the City or the County for the regulation of any aspect of development, including any zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of land.

LDC: Land Development Code.

Project: The proposed development, and all supporting uses and amenities that the Developer proposes to develop and construct on the Site, as more specifically depicted on the Conceptual Plan.

Right-of-way: Any abutting land area dedicated to the public for the purpose of vehicular access.

Site: Agreement area as defined above.

5. Land Use and Zoning.

- a. The Okaloosa County Future Land Use Map (“FLUM”) depicted on Exhibit “B-1” designates the property proposed for development as “Urban Mixed Use (UMU).” Paragraph h., Okaloosa County Future Land Use Element, page 2.1.18-19, attached hereto as Exhibit “D” specifies the standards applied to this future land use map category.
- b. The Okaloosa County Zoning Map depicted on Exhibit “B-2” designates the property proposed for development as “Business, General (BG)” zoning district classification. Section 2.01.15, Okaloosa County LDC, page 2-31 through 2-35, attached hereto as Exhibit “E” specifies the standards applied to this Zoning district.
- c. Upon annexation the Okaloosa County Future Land Use Map category of “UMU” and the Okaloosa County Zoning designation of “BG” remain the effective Land Use and Zoning designations for the Property proposed for development under this Agreement, depicted on Exhibit “C”, pursuant to Section 171.062(2), Florida Statutes.

- d. The Owners desire the City to amend the Comprehensive Plan Future Land Use Map designation and zoning designation for the Property in a manner that is consistent with the uses depicted on the Conceptual Plan and statement of Development Uses and Rights. City and Owners understand that the Comprehensive Plan Future Land Use Map designation and Zoning designation for the Property must and will be amended in order for all the uses depicted on the Conceptual Plan and statement of Development Uses and Rights to be fully permitted by the City. City and Owners agree that the Site shall be granted a Comprehensive Plan Future Land Use Map designation of Gulf Resort Mixed Use (GRMU) and a Zoning designation consistent with Tier 3 of the Gulf Resort Mixed Use (GRMU) Comprehensive Plan Future Land Use Map designation.
- e. Within one hundred and twenty (120) days after approval of this Agreement by the City, and execution of this Agreement by all parties, the Owners and the City shall commence that process required under Florida Statutes and the City Comprehensive Plan and Land Development Code to adopt comprehensive plan Future Land Use Map designations and Zoning designations that are appropriate for the parcel in order to allow the uses depicted on the Conceptual Plan, subject to paragraph 10 below.
- f. Nothing herein shall constitute a waiver of the Owner's obligation to apply for and obtain approval for site plans, land use amendment, rezoning, plats, and construction permits as required by the City's Comprehensive Plan and Land Development Code and applicable law, for the development of the Property. Such approvals shall not be unreasonably withheld by the City and shall be granted in accordance with the specified provisions of this Agreement. Owner's applications shall be processed by the City in a timely manner, in accordance with applicable code provisions and shall be subject to all applicable notice and hearing requirements and determinations for such approvals.
- g. The City agrees to amend the boundaries of the Multimodal Transportation District as depicted on Maps 1-1 (Future Land Use Map) and 2-3 (Multimodal Transportation District) of the Comprehensive Plan to include the property described in Exhibits "A-1" and "A-2".

6. Development Uses and Rights.

The City and Owners agree that, by entering into this Agreement, the Owners shall acquire the following development uses and rights:

- b. The City shall not impose any regulations on Agreement Area that limit the development beyond the limitations of the Comprehensive Plan Future Land Use Map designations and Zoning designations referenced above and other provisions of the City Comprehensive Plan and Land Development Code applicable to other similarly situated parcels in the City of Destin.
- c. Height of structures on this site shall be limited to two hundred (200) feet above the crown elevation of the portions of "U.S. Highway 98" directly adjacent to the Agreement Area, and 19 stories. Notwithstanding any existing or future City ordinance or regulation, Owners shall be permitted to develop the Agreement Area up to the 200-foot and 19 story maximum allowable height described herein, provided all other LDC requirements are satisfied.
- d. The following shall be considered the maximum approved development rights consistent with the Conceptual Plan. This Agreement shall not be construed to require the Owners to develop the Agreement Area to the maximums defined herein: . . .

i. JUD, L.L.C. property as described in Exhibit "A-2":

- a. 3.64 acres of GRMU zoned area;
- b. 109 units of residential density;
- c. 1.3 FAR allowing 205,944 square feet; and
- d. 200 feet above existing grade as described in paragraph 6(c), and 19 stories of maximum height.

ii. Fudpucker Properties, Inc. as described in Exhibit "A-1":

- a. 3.68 acres of GRMU zoned area;
 - b. 110 units of residential density;
 - c. 1.3 FAR allowing 208,212 square feet; and
 - d. 200 feet above existing grade as described in paragraph 6(c), and 19 stories of maximum height.
- e. The City acknowledges that the applicant is restrained from meeting the front setback requirement along Emerald Coast Parkway (a.k.a. US Highway 98 East) due to the limitations imposed by a 100 foot wide Gulf Power Easement which prohibits the construction of building within said easement. The owners will do everything in their power to place all proposed buildings as close to the Gulf Power Easement as is technically allowed (following Gulf Power Companies setback distances from High Voltage lines).
- f. The City shall do all in its power to facilitate the development of this site in accordance with the Conceptual Plan.

7. Consistency with Comprehensive Plan.

- a. Development shall be consistent with the applicable Comprehensive Plan, as amended, subject to the paragraph 10 below.
- b. During the term of this Agreement, the City shall not adopt any City Comprehensive Plan provisions that create non-conformities with maximum approved development rights as listed in paragraph 6(d) of this agreement.

8. Applicable Land Development Regulations.

- a. Development shall be consistent with the applicable Land Development Code, as amended, subject to paragraph 10 below, notwithstanding any provisions in this agreement.
- b. During the term of this Agreement, the City shall not adopt any City Land Development Code provisions that create non-conformities with maximum approved development rights as listed in paragraph 6(d) of this agreement.
- c. The City agrees to waive all transportation, library, park, police and all other impact/linkage fees for the maximum approved development uses and rights described in paragraph 6(d) of this agreement, whether those fees are in existence at the time of this Agreement or are subsequently enacted by the City.

9. Required Approvals, Permits, and Dedication.

- a. Prior to the issuance of any building permit on this site, a Development Order (DO) shall be issued by the City and will not be unreasonably withheld by the City.
- b. Any development order that is approved shall be in general accordance with the stated conceptual plan and will allow up to, but not exceeding, the densities and square footage stated in paragraph 6(d) of this agreement.
- c. The conditions of the DO process and standards shall be consistent with the provisions of paragraph 6 of this agreement pertaining to Development Uses and Rights.

10. Permitting and Permit Review.

As provided herein, the Parties recognize and agree that certain provisions of this Agreement will require the City and/or its boards, departments or agencies, acting in their governmental capacity, to consider certain changes in the City's Comprehensive Plan, zoning ordinances or other applicable City codes, plans or regulations, as well as to consider other governmental actions as set forth in this Agreement. Anything in this Agreement to the contrary notwithstanding, all such considerations and actions shall be undertaken in accordance with established requirements of state statute and City ordinances, including notice and hearing requirements, in the exercise of the City's jurisdiction and its police power. Nothing in this Agreement shall be construed to limit or restrict the powers and responsibilities of the City in acting on applications for Comprehensive Plan and Land Development Code changes and applications for development order approval. The Parties further recognize and agree that these proceedings shall be conducted openly, fully, freely and fairly in accordance with law and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing contained in this Agreement shall entitle Owners to compel the City to take any actions, save and except to timely process such applications.

11. Signage.

Notwithstanding any other provision of this agreement, or any current or future City or County Ordinance:

- a. The Parties recognize and agree that annexation of the Agreement Area will not limit the ability of the Owners to maintain all existing signage in its current form. The existing signage within the Agreement Area will be "grandfathered-in" to the City, meaning that existing signage will not be subject to existing or future City signage ordinances. The two platted parcels shown in Exhibit "A.1" will be considered as one development premises and the two platted parcels shown in Exhibit "A.2" will be considered as one development premises for the purposes of permitting signage. Each development premises is allowed to display the maximum square footage of signage allowed by the City sign ordinance. However in no case shall the existing "grandfathered" sign square footage plus any proposed sign square footage be allowed to exceed the maximum total square footage allowed by City Ordinance for each of the development premises.
- b. In regard to the grandfathered signage described above, if, at any time, the Owners decide to replace a sign, relocate a sign, update the lighting or graphics for a sign, move a sign, or otherwise alter the condition of a sign, the Parties agree that the Owners will be exempt from any and all City Ordinances which may prohibit the above described signage alterations. After the term of this agreement has expired, said signage shall be controlled by any and all City

Ordinances that regulate signage in effect at the time of expiration.

- c. The billboard currently located within the Agreement Area may be replaced, repaired (regardless of the magnitude of any damages or degradation that may occur to the structure), upgraded to include full electronic color graphic sign faces and/or relocated to any other location within the Agreement Area at any time during the term of this agreement, as stated in paragraph 20. After the term of this agreement has expired, said billboard shall be controlled by any and all City Ordinances that regulate billboards in affect at the time of expiration.
- d. Owners may install neon lighting systems affixed to all structures currently within the Agreement Area.
- e. Owners maintain the right to display four (4) vinyl-face banners not to exceed three (3) feet in height and twenty-one (21) feet in length and shall be mounted or framed so as to not move in the wind.

12. Binding on Successors.

Except as otherwise provided, the covenants and conditions herein shall be binding upon and inure to the benefit of the full and partial assigns and successors of the parties hereto.

13. Governing Law.

The Parties intend that this agreement and the relationship of all parties shall be governed by the laws of the State of Florida. Venue of any action relating to the enforcement of this Agreement shall be exclusively in Okaloosa County, Florida and nowhere else.

14. Entire Agreement.

All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this agreement or any of its conditions or provision shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the agreement.

15. Headings.

The headings of sections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections or subsections.

16. Severability.

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

17. Construction.

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

18. Sovereign Immunity.

Nothing in this agreement shall be deemed a waiver by the City of its sovereign immunity, nor shall any provision of this agreement be interpreted to affect the City's sovereign immunity.

19. Attorney's Fees.

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

20. Term.

This agreement shall become effective upon being fully executed and shall expire twenty (20) years from the effective date.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: OWNERS, by and through its duly authorized representative and the City through its City Council, signing by and through its Mayor, authorized to execute same by City Council action on the 18th day of August, 2008.

CITY OF DESTIN

By: Craig H. Barker
Craig H. Barker, Mayor

ATTEST:



Rey Bailey, City Clerk

Signed, sealed, and delivered
in the presence of:

Laura Burroughs
Name: Laura Burroughs

Kelly W. Williams
Name: Kelly W. Williams

Date: 8-20-08

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

Scott Shirley
Scott Shirley, City Land Use Attorney

OWNERS
FUDPUCKER'S PROPERTIES, INC. / JUD, LLC.

By: [Signature]
Fudpucker's Properties, Inc.

By: [Signature]
JUD, LLC.

EXHIBITS TO ANNEXATION AGREEMENT

EXHIBIT A: MAP OF PROPERTY TO BE ANNEXED

EXHIBIT B-1: OKALOOSA COUNTY FUTURE LAND USE PLAN MAP

EXHIBIT B-2: OKALOOSA COUNTY CURRENT ZONING MAP

EXHIBIT C: CONCEPTUAL PLAN

EXHIBIT D: OKALOOSA COUNTY COMPREHENSIVE PLAN URBAN MIXED USE POLICIES

EXHIBIT E: OKALOOSA COUNTY ZONING BG REGULATIONS



PARTNERING WITH THE CITY OF DESTIN

Unify To Beautify!

ABOUT LAMAR:

1902

LAMAR WAS FOUNDED

357,000+ DISPLAYS

ACROSS THE US & CANADA

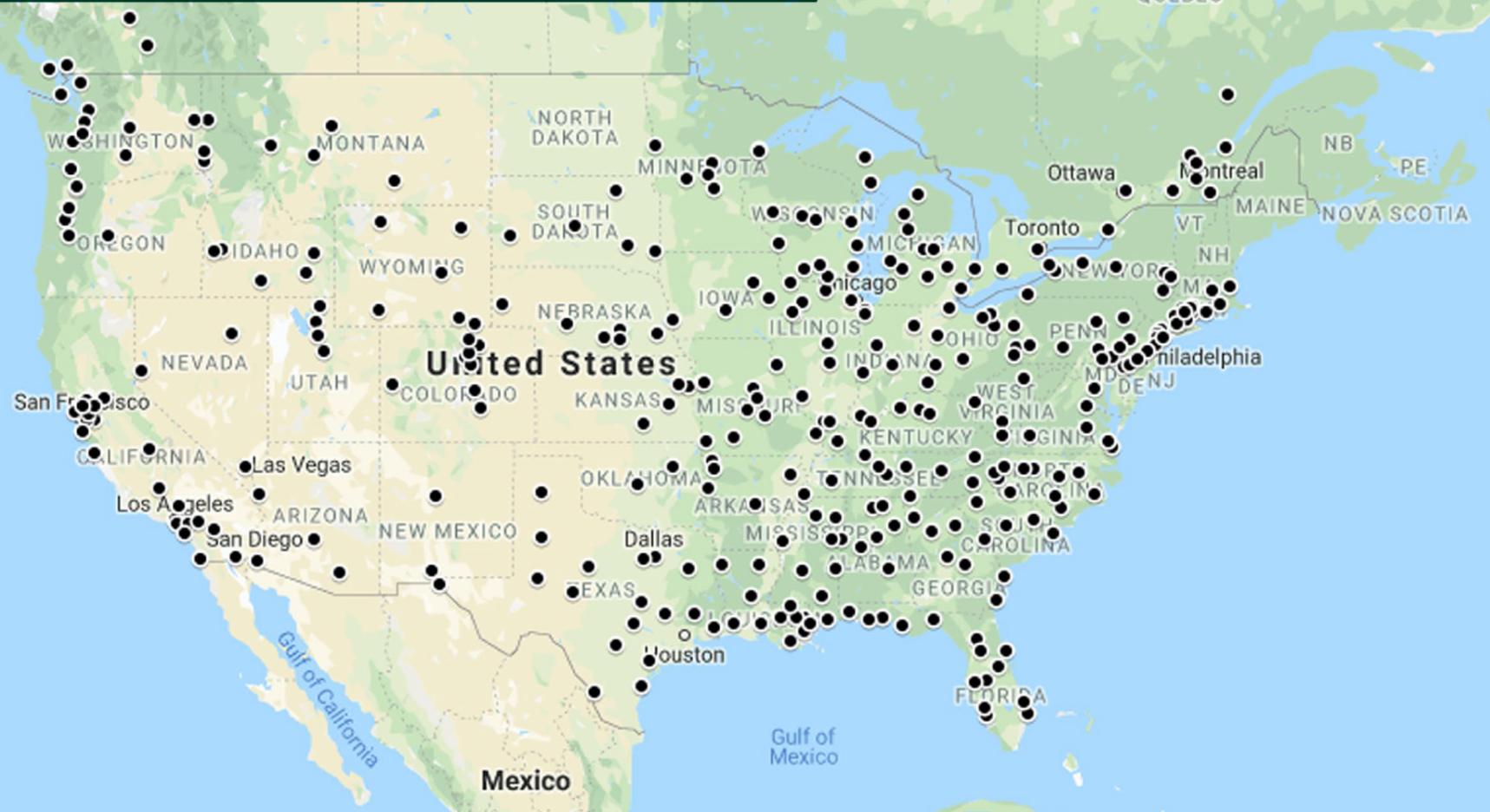
4,500+ DIGITAL

LARGE-FORMAT DIGITAL DISPLAYS

2002

1ST DIGITAL DISPLAY INSTALLED IN
BATON ROUGE, LA

LAMAR'S NATIONWIDE COVERAGE

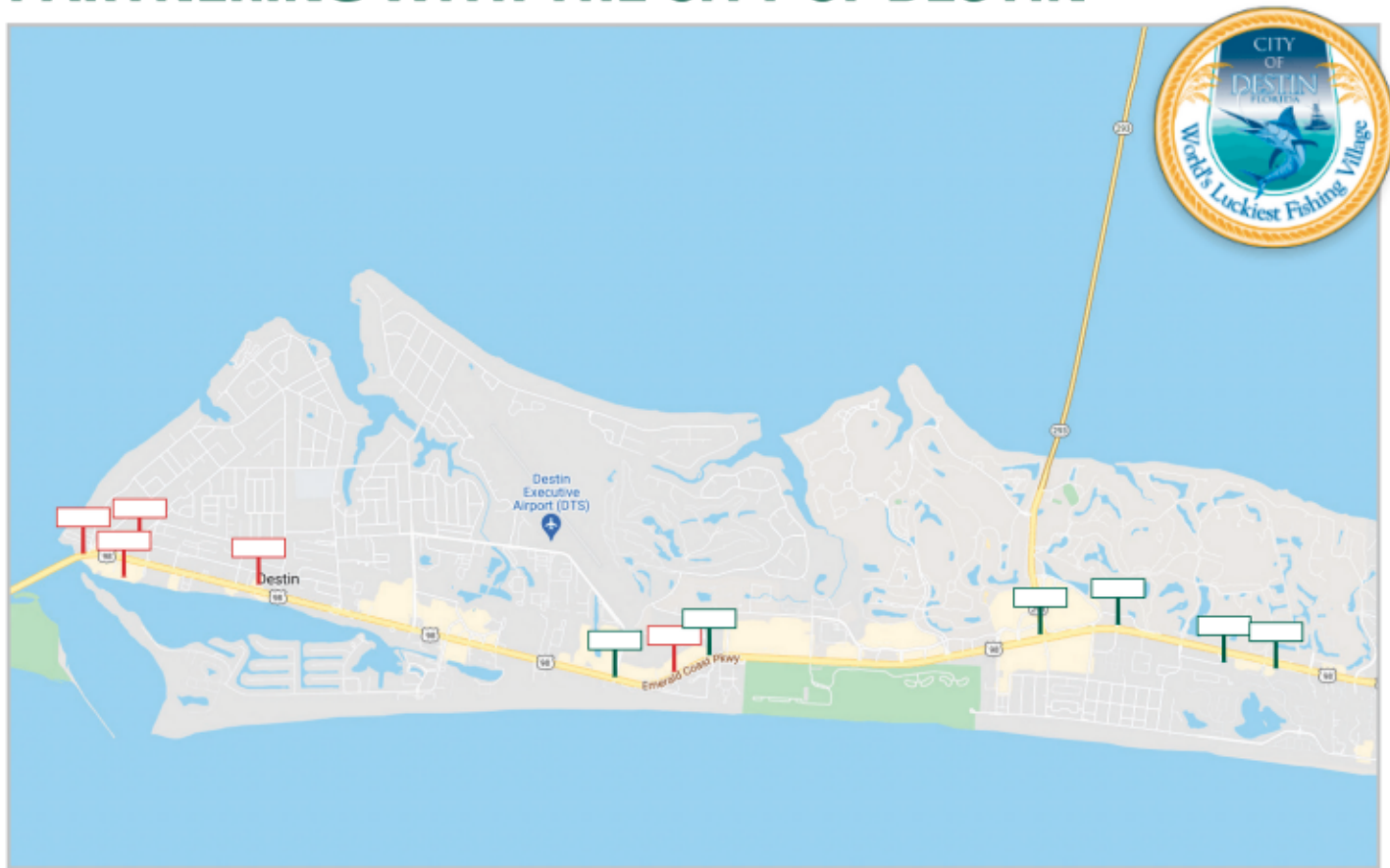




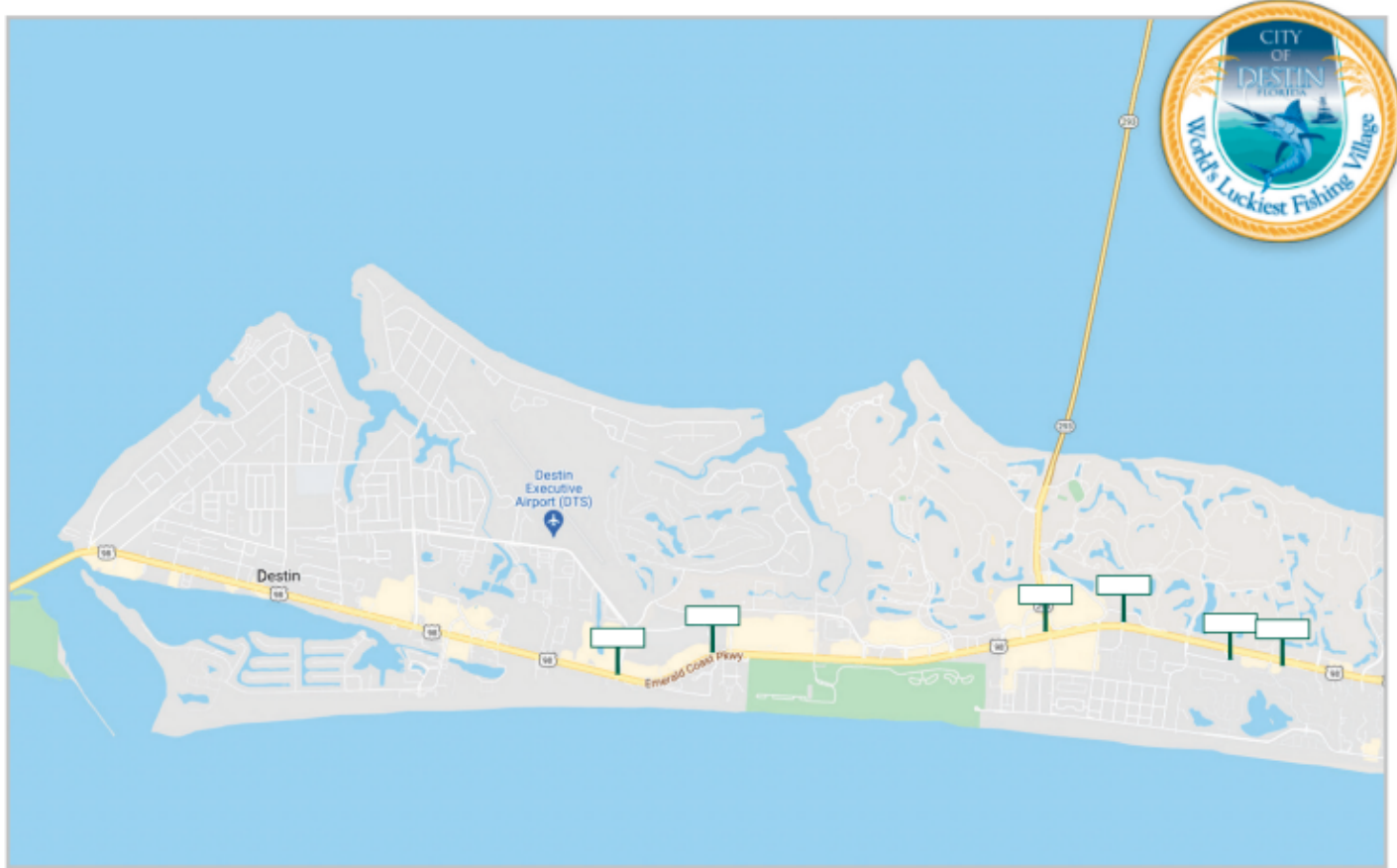
PARTNERING WITH THE CITY OF DESTIN

Unify to Beautify!

PARTNERING WITH THE CITY OF DESTIN



PARTNERING WITH THE CITY OF DESTIN



- **45% fewer Lamar structures within the City**

Independent Engineering Analysis of Lamar Structures in Destin



February 12, 2024

Mr. Stephen Sanford
VP General Manager
Lamar Advertising
1401 N. Tarragona Street
Pensacola, FL 32501

Re: Billboard Longevity – Lifespan
13 locations – Destin, FL

Mr. Sanford,

As you know, Bennett & Pless is a 60-year-old structural engineering company. Our history is that of a single discipline; one of the largest purely structural engineering firms in the southeast with 8 locations throughout the region. We have been involved in the billboard and tower industry for approximately 50 of our 60 years. As I understand, you have 13 locations in the Destin, FL area and want our professional input regarding their longevity and lifespan.

To start the conversation, it is important to realize that steel does not deteriorate or break down without external forces, such as water, oxygen, etc. By far, water and oxygen combine to cause the biggest battle, rust. However, with maintenance, it is easy to provide a barrier to prevent water and oxygen from reaching the steel and causing damage. In fact, many of our older billboards and towers are in very good shape regardless of the location. To summarize my professional opinion, with proper maintenance, billboards constructed with steel really do not have a limited lifespan and can last longer than anyone can accurately predict.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Thomas F. Ireland'.

Thomas F. Ireland, PE (Florida PE License #85084)
Principal
Bennett & Pless Inc.



February 12, 2024

Mr. Stephen Sanford
VP General Manager
Lamar Advertising
1401 N. Tarragona Street
Pensacola, FL 32501

Re: Billboard Longevity – Lifespan
13 locations – Destin, FL

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As you know, Bennett & Pless is a 60-year-old structural engineering company. Our history is that of a single discipline; one of the largest purely structural engineering firms in the southeast with 8

City of Destin Digital Advertising

One slot on six (6) digital panels to be used by the City of Destin

All artwork and schedule changes to be provided at no cost

Market Value of 6 digital slots for a year = \$180,000



City of Destin Digital Advertising

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All artwork and schedule changes to be provided at no cost

Market Value of 6 digital slots for a year = \$180,000



Partnering with Lamar

“This partnership has greatly benefited our city since 2003, and I believe it would be valuable for Destin to consider a similar arrangement”

“Since the establishment of the cooperative agreement, Niceville has experienced significant advantages:

- **Community Engagement and Information Dissemination**
- **Aesthetically Pleasing and Well-Maintained Infrastructure**
- **Support for Non-profits”**



Lannie Corbin
City Manager
City of Niceville

Partnering with Lamar

“For over fifteen years, Lamar’s billboards have helped increase visibility about various events throughout the City of Fort Walton Beach, which contributed significantly to our ongoing public awareness campaign.”

“(Lamar)... have been very responsive to the City’s marketing needs and the Public Relations Division uses your services for all city departments to promote events and public safety messages and alerts.”

“Lamar Advertising has loyally represented the City’s marketing initiatives that have provided prosperous results that Fort Walton Beach continues to savor. I offer my recommendation that the City of Destin use your services for their advertising and marketing needs that will surely have a positive impact on their great city.”



Richard A. Ryneerson
Mayor
City of Fort Walton Beach

Partnering with Lamar

“The Florida Division of Emergency Management thanks you for your generosity and service during Southwest Florida’s time of need in the aftermath of Hurricane Ian.

With so many families and businesses displaced, Lamar Advertising serves as a reassuring and familiar presence in the community to provide residents with the information they need to begin their recovery.

The Division is grateful for partners like Lamar Advertising that care for their communities and we will not forget the dedication and kindness you have shown to Floridians during this difficult time”



Kevin Guthrie

Director

Florida Division of Emergency Management



Emergency Messaging

Lamar Destin Pensacola EMS Messaging

6,054

Plays of Amber Alerts have run locally on Lamar Digital Displays in 2023

3,135

Plays of FEMA Emergency Messages have run locally on Lamar Digital Displays in
2023



AMBER ALERTS

- Lamar partnered with the National Center for Missing & Exploited Children in 2007.
- Amber Alerts are posted within seconds of being activated and removed within seconds of being canceled.
- Amber Alerts display on locations in the targeted zip codes provided by NCMEC.





FEMA ALERTS

- Our partnership with FEMA began in 2012.
- At that time, we mostly provided information to the public after a major Hurricane or other severe act of nature.
- In January of 2022, we implemented a fully automated alert system using FEMA's Integrated Public Alert & Warning System (IPAWS).
- Since then, local weather warnings, civil emergency messaging, traffic incidents, public safety alerts, etc. are posted automatically in the target areas based on the FIPS codes of each display.
- FEMA Alerts run for as long as the alert is active on the FEMA website.





FBI ALERTS

- Since 2009, Lamar has worked with both the National FBI office as well as the Regional offices around the country.
- The FBI reaches out to Lamar with the information needed for the creative.
- This information is confidential until made public.
- Once the creative is reviewed and approved by the FBI, we reach out to the specific Lamar plants servicing the targeted area(s) provided by the FBI.
- In more severe cases and at the direction of the FBI, we will ask for nationwide coverage where space is available.





Memorandum

March 23, 2017

To: Mitch Esser

From: Sheriff David Morgan

Re: Civilian Service Medal

On February 6th, William Boyette and Mary Rice came into Escambia County and brought fear into our community after allegedly murdering a Beulah mother-of-two, Kayla Crocker. They committed this crime after allegedly murdering two women in Santa Rosa County and one in Baldwin County, Alabama. On February 7th, William Boyette and Mary Rice's weeklong crime spree was ended in Troup County, Georgia. Their capture was due in part to the exploitation of these suspects through the sharing of their photos on billboards across the Northwest Florida region, Alabama and into Georgia.

Lamar Advertising, and specifically, Account Executive Mitch Esser, Sales Manager David McDuff and General Manager Randy Oxenham, went above and beyond the call for help in the ECSO's pursuit of Boyette and Rice. Photos of Boyette and Rice were not only posted on our contracted billboards, but also on electronic billboards throughout the region that were donated by Lamar Advertising. They assured us they would do everything, including posting their photos throughout the nation, if need be, to capture Mary Rice and William Boyette.

For his cooperation in pursuit of these killers, and keeping the safety of our community as a top priority, Mitch Esser is awarded this Civilian Service Medal on this 23rd day of March, 2017.

David Morgan
Sheriff, Escambia County



WANTED FOR 3 COUNTS OF MURDER

WITH THE SANTA ROSA COUNTY SHERIFF'S OFFICE

WILLIAM "BILLY" BOYETTE JR.

CALL 911 OR  CRIME STOPPERS

WITH ANY INFO • 850-437-STOP

CONSIDERED
ARMED & DANGEROUS



CAPTURED



Thank You ESCAMBIA COUNTY

- ESCAMBIA COUNTY SHERIFF'S OFFICE -

DECEASED



LAMAR



LAMAR

DIGITAL BILLBOARD ADVERTISING

ESCAMBIA COUNTY SHERIFF

On February 6th, William Boyette and Mary Rice came into Escambia County and brought fear into our community after allegedly murdering a Beulah mother-of-two, Kayla Crocker. They committed this crime after allegedly murdering two women in Santa Rosa County and one in Baldwin County, Alabama. On February 7th, William Boyette and Mary Rice's weeklong crime spree was ended in Troup County, Georgia. Their capture was due in part to the exploitation of these suspects through the sharing of their photos on billboards across the Northwest Florida region, Alabama and into Georgia.

Lamar Advertising, and specifically, Account Executive Mitch Esser, Sales Manager David McDuff and General Manager Randy Oxenham, went above and beyond the call for help in the ECSO's pursuit of Boyette and Rice. Photos of Boyette and Rice were not only posted on our contracted billboards, but also on electronic billboards throughout the region that were donated by Lamar Advertising. They assured us they would do everything, including posting their photos throughout the nation, if need be, to capture Mary Rice and William Boyette.

For their cooperation in pursuit of these killers, and keeping the safety of our community as a top priority, Randy Oxenham, David McDuff, Mitch Esser are awarded this Civilian Service Medal on this 23rd day of March, 2017.



DIGITAL BILLBOARD ADVERTISING

ESCAMBIA COUNTY SHERIFF

“The cases with the random killings like the Boyette case are the ones you fear. Protection of the public is my responsibility and we knew we could instantly change the digital billboards that we had with Lamar, so that’s what we did. Lamar understood the problem we had on our hands and were behind Law Enforcement 100%. Lamar volunteered their services to help in every way to capture William Boyette.” - **Sheriff David Morgan**

“The tip that led to the apprehension of Boyette and Rice came From a driver that saw the suspect’s car description on the digital billboard. To say that Lamar Advertising was a small part of capturing William Boyette would be an understatement. The real time response with these digital billboards is within 10 minutes. With All the different forms of media we use, there is no other media with a response that quick.” -**Sheriff David Morgan**

“Not only were our digital billboards pivotal in capturing Mary Rice and stopping William Boyette, but they are also a phenomenal tool to help the community know what is going on. I would highly recommend advertising on digital billboards with Lamar Advertising, to any Law Enforcement Agency around. This is an important tool to add to the toolbox!” – **Sheriff David Morgan**





PARTNERING WITH THE CITY OF DESTIN

Unify To Beautify!



PARTNERING WITH THE CITY OF DESTIN



THIS IS A DRAFT AGREEMENT
SUBJECT TO FURTHER NEGOTIATION
REMOVAL AND REPLACEMENT AGREEMENT
(City of Destin, Florida)

This removal and Replacement Agreement ("Agreement") is made and entered into the ____ day of _____ ~~2022~~20232024, by and between the City of Destin, Florida (hereinafter "City") and Lamar Outdoor Advertising of Pensacola-Ft. Walton-Destin, a Texas Limited Partnership (hereinafter "Lamar") (collectively referred hereafter as the "Parties").

WHEREAS, Lamar is the owner and operator of ~~ten~~ eleven thirteen (~~10~~1113) off-site outdoor advertising Sign structures located within the City and the surrounding area; and

WHEREAS, the city enacted Ordinance No. 245.7 on March 5, 1996, providing, in part, that "No off-site sign, billboard or permanent outdoor advertising sign (other than those signs which have already received City and FDOT permits for construction) shall be constructed or erected after the date of enactment of this ordinance; and

WHEREAS, the existing thirteen (13) off-site sign structures owned by Lamar, located within the City and the surrounding area, received City and FDOT permits prior to the enactment of Ordinance No. 245.7, and were constructed prior to the enactment of Ordinance No. 245.7; and

WHEREAS, the thirteen (13) off-site existing sign structures owned by Lamar are located adjacent to US 98, a federal-aid primary highway system, and ~~are therefore~~ protected from removal by the City without the payment of just compensation pursuant to the provisions of Section 479.15(2), Florida Statutes; and

WHEREAS, the City desires to improve city-wide aesthetics and the removal of billboard structures within and immediately adjacent to the current city limits; and

~~**WHEREAS**, Lamar is willing to remove, without the payment of compensation from the City for such removal four five (45) sign structures located in or near the Harbor CRA, install underground utilities for the remaining six (6) sign structures~~

locations, upgrade five (5) of the structures to full digital billboards, convert one (1) existing billboard to full digital, and ensure all remaining six (6) billboards are improved to reflect a coastal vernacular architectural theme within the city limits at Lamar's own cost, . Further Lamar and promises not to erect any new additional signs within Okaloosa County that are within 500 yards of the current City of Destin, Florida city limits, subject to the permitting by the City of four (4) electronicthe upgrades and conversions set forth herein sign facings to be attached to the existing remaining sign structures owned by Lamar, which are located within the City; and

WHEREAS, in exchange for certain consideration as detailed herein, Lamar is willing to take the following actions:

- Remove five (5) of its existing and permitted off-site sign structures located in or near the Harbor CRA; and
- Install underground utilities to service the remaining eight (8) off-site sign locations; and
- Upgrade five (5) of the remaining off-site sign structures to full digital billboards; and
- Convert a sixth (6th) off-site sign structure to full digital; and
- Ensure all eight (8) remaining billboards reflect a coastal vernacular architectural theme; and
- Agrees not to seek approval to erect any additional off-site sign structures within 500 yards of the current City of Destin city limits; and,

WHEREAS, following Lamar's conversion and upgrades referenced above, all of Lamar's remaining eight (8) off-site sign structures within the City of Destin will be governed by the City Ordinances relating to off-premises signs; and

WHEREAS, Section 70.20, Florida Statutes, generally provides: "that it is the policy of the State to encourage municipalities, counties, and other governmental entities and sign owners to enter into relocation and reconstruction agreements that allow governmental entities and sign owners to accomplish public goals without the expenditure of public funds"; specifically provides that municipalities are empowered to enter into such agreements; and specifically prohibits removal of lawfully erected

sign structures located adjacent to federal-aid primaries without first paying just compensation for such removal; and

WHEREAS, it is the desire of the Parties that the balancing of their interest in the removal of the sign structures located in the Harbor CRA, be accomplished under the statutory authority provided for in Section 70.20, Florida Statutes.

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

INCORPORATION OF RECITALS

The foregoing recitals are incorporated into, and made a part of, this Removal and Replacement Agreement.

CONSIDERATION FOR THE REMOVAL OF LAMAR'S SIGN STRUCTURES

The consideration which Lamar is to receive from the City for the removal of Lamar's sign structures as set forth above, without which Lamar would not agree to the voluntary removal of the above referenced sign structures, is the City's agreement to issue building and other appropriate permits to Lamar for the upgrade, construction, placement, installation and operation of four (4) electronic digital sign facings to be installed on four (4) of the remaining six (6) fully digital outdoor advertising sign structures owned by Lamar, which are located adjacent to other portions of U. S. 98, within the corporate limits of the City.

The consideration which the City is receiving for the execution of this Removal and Replacement Agreement, and performance hereunder by Lamar, is the accomplishment of the City's long established public goal of removing billboard structures within the city limits and undergrounding of utilities to enhance the aesthetics for residents and visitors to the City, without the expenditure of public funds for such removal, the payment for which would otherwise be required by Section 479.15 (2), and/or Section 70.20, Florida Statutes.

As additional consideration provided by Lamar to the City, Lamar will provide

the City at no cost one (1) digital advertising spot ~~on two (2) on each of the remaining six (6) of the proposed digital faces billboards~~ for as long as each respective billboard is in active use, mutually agreed upon by the Parties. An advertising spot is defined as a 10-second duration advertisement compliant with industry and FDOT standards. The City's advertising spot would be administered by the City for City purposes and for the benefit of the community. Examples of suggested copy would be public announcements, coming events, sports events, festivals, public relations, self-promotion, welcome messaging, etc.

SEQUENCE OF REMOVAL OF LAMAR SIGNS **LOCATED IN THE HARBOR CRA**

Lamar agrees to remove the four-five (45) outdoor advertising sign structures owned by Lamar, ~~which are in the Harbor CRA~~, between the period beginning on February 1, 2022~~November~~December 1, 2023 March 1, 2024 and ending on or before August 31, 2022~~April~~May 1, 2024 August 31, 2024.[Approx. six months after consummation of this Agreement]. The time period for sign removal shall be adjusted in the event of acts of God, or other unforeseen intervening events, which may delay removal of the sign faces and structures by Lamar, including but not limited to pandemic related shortages on material or services. The sequence of removal of the sign structures shall be as follows:

(1) The first structure to be removed shall be the structure located on the north side of U.S. 98, adjacent to the Destin Bridge.

(2) The second structure to be removed shall be the structure located on the north side of U.S. 98, east of Calhoun Street.

(3) The third structure to be removed shall be the structure located on the south side of U.S. 98 east of Destin Bridge.

(4) ~~(4)~~ The fourths structure to be removed shall be the structure located on the north side of U.S. 98, .1 mile west of Benning Street.

(4)(5) The fifth structure to be removed shall be the structure located on the north side of U.S. 98, just west of Two Trees Road.

ISSUANCE OF PERMITS BY THE CITY

Within ten (10) days of a request/application by Lamar, the City shall issue a permit for the demolition and removal of the five (5) signs that are to be removed. Likewise, upon removal of a billboard structure or all such structures, and request/application of Lamar, the City agrees to issue any and all necessary permits for the construction/upgrades/conversion of the six (6) remaining signs that are being transitioned to fully digital and/or improved to reflect the coastal vernacular architectural theme

~~Within ten (10) days following removal by Lamar of each an outdoor advertising structure, and the panels located thereon within the Harbour CRA, as provided above, the City shall issue within ten (10) days of Lamar's request, any required building permit and other necessary permits to Lamar for the placement, replacement, construction, installation, renovation, and operation of the four anthe electronic digital sign facings six fully digital billboards and for the upgrade of the structures to a coastal vernacular architectural design theme.¹ Lamar shall apply for, and the City agrees to issue, appropriate demolition permits for the removal of the four five outdoor advertising structures and panels located thereon as well as any necessary permits for the demolition, construction, and upgrade of the remaining structures as contemplated herein.~~

INSTALLATION OF ELECTRONIC DIGITAL SIGN FACINGS FULLY DIGITAL BILLBOARDS AND UPGRADES TO THE STRUCTURES

Lamar shall install the ~~four (4) electronic digital sign facings~~ six (6) fully digital billboards permitted by the City on the remaining outdoor advertising sign structures adjacent to U.S. 98, which Lamar owns and operates within the corporate limits of the City; such installation to be completed within ~~one hundred twentyone year (120360 days)~~ days following the issuance of the permits by the City. Placement of the ~~four (4)~~

¹~~Lamar is entitled to seek from the City a permit upon each sign structure it dismantles in the Harbor CRA and is not required to dismantle and remove all the sign structures in the Harbor CRA before seeking a city permit for installation of an electronic digital sign.~~

~~electronic digital sign facings~~six (6) fully digital billboards shall, at the election of Lamar, be for any of the remaining outdoor sign structures which Lamar owns and operates within the corporate limits of the City. Lamar agrees to upgrade the all remaining six (6) billboard structures to reflect a coastal vernacular style.

RELOCATION OF DIGITAL SIGN FACE

~~———— Lamar shall have the right to relocate one digital sign face per year within the Destin city limits to allow for vegetation growth, market changes, etc. that are not otherwise controlled by Lamar. Any relocation would only be allowed to one of Lamar's already permitted structures within the city.~~

REPRESENTATIONS

Lamar represents and covenants that it has full contractual authority to remove the sign structures required to be removed pursuant to this Removal and Replacement Agreement. Further Lamar represents and covenants it shall not erect any additional sign structures within 500 feet of the Destin city limits as of the date and time of the signing of this Agreement. Additionally, Lamar acknowledges that once complete the six (6) upgraded digital all eight (8) of its off-site sign structures billboards will be governed by the City's Ordinance No. 245.7 enacted on March 5, 1996.

The City represents and Covenants that it has full authority under Section 70.20, Florida Statutes, to enter into this Removal and Replacement Agreement; and that the four (46) electronic digital ~~sign facings~~off-site signs and ~~the six (6)~~all remaining ~~outdoor off-premises~~ advertising sign structures located adjacent to U.S. 98, within the corporate limits of the City, shall be classified as legal conforming under the authority of Section 70.20, Florida Statutes, notwithstanding any provisions of the land regulations, codes or ordinances of the City to the contrary.

INDEMNIFICATION AND HOLD HARMLESS

Lamar agrees to indemnify and hold the City harmless from and against any and all damages which the City may incur as a result of a breach of this Removal and Replacement Agreement by Lamar.

The City agrees to indemnify and hold Lamar harmless from and against any

and all damages which Lamar may incur as a result of a breach of this Removal and Replacement Agreement by the City.

LITIGATION AND ENFORCEMENT

In the event of any litigation regarding this Removal and Replacement Agreement, or any action to enforce the provisions hereof, the prevailing party in such litigation or action shall be entitled to recover from the non-prevailing party its reasonable attorney's fees and cost, whether incurred during negotiations, preparation, at trial, or upon appeal.

The parties agree that the exclusive venue for any litigation arising out of this Agreement shall be the Florida state courts located in Okaloosa County, Florida. Further both parties waive the right to a jury trial in any dispute over this Agreement.

Each party shall be responsible for paying its own attorney's fees and cost incurred in the negotiation and execution of this Removal and Replacement Agreement.

COUNTERPARTS

The Parties agree this Agreement may be signed in counterparts, and scanned signatures shall be deemed originals and will become effective and binding upon the parties as such time as all signatories hereto have signed a counterpart of this Agreement. All signed counterparts shall constitute one agreement binding on both the City and Lamar.

ENTIRE AGREEMENT

The Parties agree this is the entire agreement and no oral representations or other agreements are controlling. This Agreement may only be modified or amended in writing and signed by both parties.

SEVERABILITY

To the extent any provision of this Agreement is deemed unenforceable, the remainder of the Agreement will remain valid and enforceable.

CONSTRUCTION

The Parties have participated jointly in the negotiation and drafting of this Agreement. Should an ambiguity or question of intent or interpretation arise, in that

case, this Agreement shall be construed as if drafted jointly by the parties.

IN WITNESS WHEREOF, the City of Destin, Florida and Lamar Outdoor Advertising of Pensacola - Ft. Walton Beach - Destin, a Texas Limited Partnership have caused this Agreement to be duly executed and entered on the date first above written.

Signature Block for City

Signature Block for Lamar

February 12, 2024

Mr. Stephen Sanford
VP General Manager
Lamar Advertising
1401 N. Tarragona Street
Pensacola, FL 32501

Re: Billboard Longevity – Lifespan
13 locations – Destin, FL

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Sincerely,



Thomas F. Ireland, PE (Florida PE License #85084)
Principal
Bennett & Pless Inc.

CITY OF DESTIN
TRAVEL EXPENSE LOG

Name: Bobby Wagner

Travel Dates: 1/28/24 to 2/1/24

		Sunday 28-Jan-24	Monday 29-Jan-24	Tuesday 30-Jan-24	Wednesday 31-Jan-24	Thursday 1-Feb-24	Total
Date:							
Meals:							
Partial Per Diem:							\$ -
Daily Per Diem:		\$ 64.00	\$ 64.00	\$ 64.00	\$ 64.00	\$ 64.00	\$ 320.00
Total Meals		\$ 64.00	\$ 64.00	\$ 64.00	\$ 64.00	\$ 64.00	\$ 320.00
Transportation:							
Airfare:							
Car Rental:							
Fuel Expenses							
Taxi:							
Personal Miles: \$ 0.670		\$ 111.39				\$ 111.39	\$ 222.78
Total Transportation		\$ 111.39				\$ 111.39	\$ 222.78
Lodging:							
Hotel Charges:		\$380.95	\$ 380.95	\$ 380.95	\$ 380.95		\$ 1,523.80
		\$ 380.95	\$ 380.95	\$ 380.95	\$ 380.95		\$ 1,523.80
Misc. Expenses:							
Parking:		\$ 36.00	\$ 36.00	\$ 36.00	\$ 36.00		\$ 144.00
Tolls:							
WIFI:							
Other: Explain: Conf. Reg.		\$ 100.00					\$ 100.00
Other: Explain:							
Total Misc. Expenses		\$ 136.00	\$ 36.00	\$ 36.00	\$ 36.00		\$ 244.00
Grand Total		\$ -	\$ 692.34	\$ 480.95	\$ 480.95	\$ 175.39	\$ 2,310.58

City of Destin
Travel Expense Claim

Name: Bobby Wagner

Department: Mayor

Travel: Place/Purpose Florida League of Mayors/Legislative Action Days

Date: January 28-February 1, 2024

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

Meals/Per Diem: \$ 320.00

Airfare: \$ -

Car Rental: \$ -

Fuel Expenses \$ -

Taxi: \$ -

Personal Miles: \$ 222.78 POV

Lodging: \$ 1,523.80

Parking: \$ 144.00

Tolls: \$ -

WIFI: \$ -

Other: Itemize \$ 100.00 Conference Registration

Other: Itemize \$ -

\$ -

\$ -

Total Reimbursable Expenses: \$ 2,310.58

Less: Purchasing Card Charges \$ 1,767.80

Less: Purchasing Card Charges

Balance Due Traveler \$ 542.78

Reimburse City for fuel cost \$ -

Net Due Traveler \$ 542.78

Finance Director: Krystal Strickland

Account #: 151110.54

City Manager: Louis Zurbrugg

Date: 2/13/2024

CITY OF DESTIN, FLORIDA

REQUEST FOR CHECK

DATE: February 13, 2024

TO: Accounting Clerk/Joni Burgess

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

THROUGH: Finance Director/Krystal Strickland

FROM: City Clerk/Rey Bailey

DEPARTMENT: City Clerk’s Office

BRIEF EXPLANATION: Reimbursement to Councilmember Bobby Wagner for expenses incurred while attending the Florida League of Mayors and Florida League of Cities Legislative Conference in Tallahassee, Florida from January 28 to February 1, 2024.

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

MANUAL CHECK REQUIRED _____

VENDOR NAME: Bobby Wagner

VENDOR ADDRESS: 422 Anderson Drive
Destin, FL 32541

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

AMOUNT OF CHECK: \$542.78

CHARGE TO ACCOUNT: 0151110.540000

P.O. NUMBER:
(If Applicable)

MAIL CHECK WITH NORMAL CHECK RUN _____

RETURN CHECK TO DEPT FOR DISTRIBUTION X

CITY OF DESTIN
TRAVEL EXPENSE LOG

Name: Bobby Wagner

Travel Dates: 2/8/24 to 2/10/24

Date:				Thursday 8-Feb-24	Friday 9-Feb-24	Saturday 10-Feb-24	Total
Meals:							
Partial Per Diem:							\$ -
Daily Per Diem:				\$ 69.00	\$ 69.00	\$ 69.00	\$ 207.00
Total Meals				\$ 69.00	\$ 69.00	\$ 69.00	\$ 207.00
Transportation:							
Airfare:							
Car Rental:							
Fuel Expenses							
Taxi:							
Personal Miles: \$ 0.670				\$ 223.60		\$ 223.60	\$ 447.20
Total Transportation				\$ 223.60		\$ 223.60	\$ 447.20
Lodging:							
Hotel Charges:				\$ 241.50	\$ 241.50		\$ 483.00
				\$ 241.50	\$ 241.50		\$ 483.00
Misc. Expenses:							
Parking:							
Tolls:							
WIFI:							
Other: Explain: Conf. Reg.				\$250			\$ 250.00
Other: Explain:							
Total Misc. Expenses				\$ 250.00			\$ 250.00
Grand Total		\$ -	\$ -	\$ 784.10	\$ 310.50	\$ 292.60	\$ 1,387.20

City of Destin
Travel Expense Claim

Name: Bobby Wagner

Department: Mayor

Travel: Place/Purpose Florida League of Cities Leadership Class I

Date: February 8-10, 2024

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

Meals/Per Diem: \$ 207.00

Airfare: \$ -

Car Rental: \$ -

Fuel Expenses \$ -

Taxi: \$ -

Personal Miles: \$ 447.20 POV

Lodging: \$ 483.00

Parking:

Tolls: \$ -

WIFI: \$ -

Other: Itemize \$ 250.00 Conference Registration

Other: Itemize \$ -

\$ -

\$ -

Total Reimbursable Expenses: \$ 1,387.20

Less: Purchasing Card Charges \$ 250.00

Less: Purchasing Card Charges

Balance Due Traveler \$ 1,137.20

Reimburse City for fuel cost \$ -

Net Due Traveler \$ 1,137.20

Finance Director: Krystal Strickland

Account #: 151110.54

City Manager: Louis Zunguze

Date: 2/13/2024

CITY OF DESTIN, FLORIDA

REQUEST FOR CHECK

DATE: February 13, 2024

TO: Accounting Clerk/Joni Burgess

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

THROUGH: Finance Director/Krystal Strickland

FROM: City Clerk/Rey Bailey

DEPARTMENT: City Clerk’s Office

BRIEF EXPLANATION: Reimbursement to Councilmember Bobby Wagner for expenses incurred while attending the Florida League of Cities Leadership Class I from February 8-10, 2024, at Orlando, Florida.

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

MANUAL CHECK REQUIRED _____

VENDOR NAME: Bobby Wagner

VENDOR ADDRESS: 422 Anderson Drive
Destin, FL 32541

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

AMOUNT OF CHECK: \$1137.20

CHARGE TO ACCOUNT: 0151110.540000

P.O. NUMBER:
(If Applicable)

MAIL CHECK WITH NORMAL CHECK RUN _____

RETURN CHECK TO DEPT FOR DISTRIBUTION X

**REGULAR MEETING
DESTIN CITY COUNCIL
JANUARY 22, 2024
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Bobby Wagner

Councilmember Torey Geile

Councilmember Terésa Hebert

Councilmember Johnny King

Councilmember Dewey Destin

Councilmember Jim Bagby

Councilmember Kevin Schmidt

Destin City Staff

Interim City Manager Louis Zunguze

City Engineer Ryan Scott

Public Information Director Tamara Young

Grants/Projects Manager Jeffrey Cozadd

City Attorney Kimberly Kopp

City Clerk Rey Bailey

Public Works Director Michael Burgess

HR Director Jaime Dittmer

IT Director Andy Peters

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 6:00 PM. Pastor Steve Farris of the First Baptist Church of Destin gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Motion by Councilmember Hebert, seconded by Councilmember King, to approve the agenda passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”).

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

A. Proclamation - Congenital Heart Defect Awareness Month

The mayor read the proclamation designating February 2024 as Congenital Heart Defect Awareness Month.

B. Recognition of the 2023 10U Softball All-Stars and Recognition of the 2023 12U Baseball All-Stars

The mayor and council recognized the 2023 10U Destin Little League Softball All Stars and the 12U Destin Little League Baseball All-Stars for all their hard work representing Destin in the State Tournament at Sarasota, Florida.

C. 2023 Holiday Decorating Contest Winners

The mayor presented an award plaque to each of the following 2023 Holiday Decorating Contest winners:

- Best Decorated Home: Renee Potter – 162 Bent Arrow drive.
- Best Decorated Business: La Paz Restaurant
- Best Decorated Organization: The Palms of Destin
- Best Overall Holiday: Ryan Roberts – 3794 Indian Trail.

2. PUBLIC COMMENTS

Ms. Marcie Bell, a Destin resident, volunteered to be a member of the City Manager Selection Committee if a vacancy occurs.

Mr. John Stephens and Mr. Rodney Braden, both Destin residents, expressed their desire to fill the Interim Councilmember position. Both individuals announced their plan to run for a seat on the council in November 2024.

3. CONSENT AGENDA

- A. Animal Control Services Contracts 2024
- B. Approve IT Contract: Cox Internet/Phone renewal
- C. Approve IT Contract: New Budgeted Timekeeping/Payroll System
- D. Motion to rescind the prior Council directive to terminate Mr. Isaac Birch's membership on the City's Parks and Recreation Committee.
- E. Approval of minutes of the January 8, 2024, Regular City Council Meeting
- F. Approval of minutes of November 27, 2023, Special City Council Meeting
- G. Board & Committee Minutes

Motion by Councilmember Bagby, seconded by Councilmember Hebert, to pull Consent Agenda item 3D, and to approve Consent Agenda items 3A-3C, and 3E-3G passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”).

4. CITY MANAGER REPORTS

- A. Motion to rescind a prior Council directive to negotiate a contract with ADS for the FPL Undergrounding Contractor, and Motion to reject all bids.

The City Attorney expressed that based on the reasons outlined in the staff report, staff recommends that the council rescind the council's prior directive to negotiate a contract with ADS for the FPL Undergrounding Project. And that if that motion passes, then the council may also consider rejecting all bids submitted pursuant to RFP 23-10-ENG, Phase 1 Utility Undergrounding Conversion Project.

Motion by Councilmember Bagby, seconded by Councilmember Hebert, to rescind the city council's prior directive to negotiate a contract with ADS for the FPL Undergrounding Project passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted "yes").

Motion by Councilmember Bagby, seconded by Councilmember Hebert, to reject all bids in RFP #23-10-ENG, Phase 1 Utility Undergrounding Conversion Project passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted "yes").

B. Revisions to Purchasing Manual (Operating Instructive ADM-30)

The City Attorney noted this item is for information only. The City of Destin has wide discretion to control its purchasing policy and procedures. The Purchasing Manual should be updated from time to time to better streamline processes, confirm to the Comprehensive Purchasing Policy, and better adhere to current practices. Staff plans to make changes as outlined in the proposed amendments to the Purchasing Manual contained in the staff report to the council.

C. RFP 24-01-ENG - Phase 1 Utility Undergrounding Conversion Project

Motion by Councilmember Hebert, seconded by Councilmember King, to direct staff to issue RFP 24-01-ENG as soon as possible passed 6-0.

D. Synalovski Romanik Saye (SRS) Contract

Interim City Manager Louis Zunguze noted that the council ranked the firm of Synalovski Romanik Saye (SRS) first in the selection process for the Proposal for Town Center Conceptual Site Master Planning and directed the City Manager to negotiate a contract and bring it back for their consideration. The Master Agreement and first Work Authorization are outlined in the staff report.

Councilmember Hebert moved to approve the Master Agreement and Work Authorization #1 and the internal budget transfer; seconded by Councilmember King.

Councilmember Destin wants to make sure they are not addressing a piece of property that the city does not already own, and potentially acquiring a development order now or in the future, such as the Publix Shopping Center property. They could run into some legal problems later if they disagree with some of the particulars of the development order. The owner of the property could insinuate that the reason the city was not approving the development order was because of its desire to acquire it.

According to Councilmember Bagby, he cannot support including a parcel that they have no interest in whatsoever, and which could also come into question if they ever deny their development order.

The City Attorney noted that at this time, no part of the proposed contract involves the city trying to purchase or take any part of this property. There is a requirement in the city's Land Development Code that the applicant must adhere to whether it is with the city or on their own.

The code requires residential development in that zoning district for a 20% non-residential component. Either the city or retailer of a commercial entity could fill that role. It is through this 20% non-residential component that the planning consultant of SRS could envelope into this whole design process. However, it is of the council's prerogative to remove it from the proposed contract if they so desire.

Councilmember Destin offered a substitute motion to restrict this contract to parcels that the city currently owns or allow the parcel if the city arrived in some kind of agreement to acquire or to use it; seconded by Councilmember Bagby.

According to Councilmember Schmidt, it was his understanding that the contract, if they proceed as written, will include some options at the end. They could see some options that show nothing involving Publix property and only the parcels that they already own; but they could also see options that would include Publix property.

The mayor called for a vote on the motion which failed 3 to 4 (Council members Schmidt, Bagby, and Destin voted "yes"; Council members King, Hebert, and Geile voted "no"; Mayor Wagner cast the tie-breaking vote of "no").

Councilmember Destin moved to table this item; seconded by Councilmember Bagby. Motion failed 2-4 (Council members Destin and Bagby voted "yes"; Council members Schmidt, King, Hebert, and Geile voted "no").

Councilmember Hebert moved to approve the Master Agreement and Work Authorization #1 and the internal budget transfer; seconded by Councilmember King. Motion passed 4-2 (Council members Schmidt, King, Hebert, and Geile voted "yes"; Council members Destin and Bagby voted "no").

E. 30% Plans- Linear Park (DAG Architects)

The City Engineer noted that the 30% concept plans have been completed and are ready for the council's review and feedback. A public workshop was held on November 9, 2023, and the result of that workshop is outlined in the staff report. A joint committee meeting was also held on December 12, 2023, involving Public Works/Safety, Parks & Recreation, and the Town Center CRA Advisory Committees. Staff and DAG Architects were seeking public and committee feedback on the current conceptual design and /or a recommendation for city council to move forward with the current design concept. Each of the committees provided separate motions for amendments to the plan. Summary of recommended amendments are as follows:

1. Addition of bathrooms and dog stations.
2. Florida Power & Light (FPL) will install the lighting.
3. Addition of vehicular access and turnarounds along the route.
4. Have a vehicle rated option for the east end bridge, one with and one without.
5. The sidewalk connection at Mattie Kelly corrected.
6. The north south Mattie M. Kelly Blvd connection to remain in the plans (this requires a change order of \$475,000 for engineering, design and permitting.

Following some discussion, Councilmember Geile moved to approve the 30% Concept Design plans with only recommended amendments 2, 3, and 5 from the Joint Committees to be incorporated into the 60% Concept Design plans passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”).

F. Boardwalk Under the Bridge & PD&E/US98/Stahlman Ave Study Update

The City Engineer noted that the city council previously directed the City Manager to have staff reengage with Baskerville-Donovan, Inc. to continue the Zerbe Street/Calhoun Avenue Phase II Design of pedestrian pathway under the Marler Bridge. Per council’s direction, the firm has prepared a concept plan to show how the boardwalk can extend under the bridge, along the frontage of the One Harbor property and tie into the existing pedestrian network within the area. The goal is to provide a new access point to the Harbor Boardwalk that will divert pedestrian traffic away from the Stahlman Avenue/Harbor Blvd intersection while still maintaining minimal impact to the One Harbor property allowing for maximum redevelopment potential.

Mr. Michael Langston, Engineer of Record, from Baskerville-Donovan, Inc. provided an overview of the two contracts and what additional scope will need to be added to accomplish the design and permitting required for a new seawall and boardwalk along the entire property frontage.

Councilmember Hebert moved to direct the City Manager to negotiate with Baskerville-Donovan, Inc. and bring back a revised contract that combines the PD&E Study and One Harbor Boardwalk Extension project into one contract for a future city council meeting, seconded by Councilmember King.

Councilmember Bagby asked about the lighting plan, including installation of security cameras along the boardwalk, particularly under the bridge.

According to Mr. Langston, they will consider including it in their design and coordinate matters with FDOT.

Councilmember Bagby also inquired as to the load rating of the bridge.

Mr. Langston stated that they have not delved much in terms of the load rating, but it would have to be traffic-rated to include LSVs. They will need to have some ability to get emergency vehicles in and out of that facility safely and easily.

Councilmember Bagby asked whether the owners of the southern property had any plans to fix their boardwalk and access point.

The City Engineer noted that staff has a meeting scheduled with the property owners this week to discuss that issue.

Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”).

G. Review IT Ecosystem and Planned approach for Improvements.

The Information Technology (IT) Director provided a summary of the current Software Ecosystem, its modules, connections, and improvement plans, seeking council's guidance on choosing between Cooperative Purchasing for streamline processes or initiating separate RFPs for each phase.

Councilmember Hebert moved to direct the City Manager to proceed with the ongoing improvements to the IT Ecosystem making use of Cooperative Purchasing or Piggybacking where possible to streamline procurement and improve implementation timelines, seconded by Councilmember Schmidt.

Councilmember Bagby recommends finding a way to work simultaneously with the city's internal processes – i.e., payroll and finance – with their external processes – i.e., permitting.

The IT Director noted that the Interim City Manager had already provided some instructions to focus on their external processes.

Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted "yes").

Councilmember Geile requests permission from the council to allow him to get involved with staff at some capacity and making recommendations since he has had experience working with software companies on programing interfaces and a contracting license where he utilizes that program.

Motion by Councilmember Destin, seconded by Councilmember Hebert, to authorize Councilmember Geile to be the council liaison to city staff and to bring back his findings to the city council passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted "yes").

H. Subaward Agreement No. 2024-R12 between Okaloosa County and City of Destin, Clement Taylor Park Renovation Project

The city's Grants/Program Manager requested the council's approval to sign the RESCORE Act Direct Component Subaward Agreement between Okaloosa County and the City of Destin for the renovation of Clement Taylor Park. After both parties execute the Subaward Agreement, the next step in the process will be to begin the procurement process. This process will include bringing an RFP to the council for their approval and then forwarding it to the county for review and approval.

Motion by Councilmember Hebert, seconded by Councilmember Schmidt, to authorize the mayor to execute the Subaward Agreement No. 2024-R12 between Okaloosa County, Florida and the City of Destin, Florida, pertaining to the Direct Component portion of the Restore Act Trust Fund monies allocated to Okaloosa County passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted "yes").

I. City Manager Search Update and Proposed Schedule

The Human Resources Director reported that as of January 16, 2024, there have been 11 applications. All have met the minimum requirements for the full-time City Manager position. The following are the proposed schedule for next steps:

- **Friday, February 9, 2024.** HR Director and City Attorney remove any resumes that do not meet minimum-requirements (A copy of any removed document will also be provided to the Committee and City Council).
- **Monday, February 12, 2024.** Resumes forwarded to the City Manager Selection Committee. The Committee has at least 14 days to review.
- **March 1-25:** Committee meetings to select candidates for interviews, conduct interviews, and short list candidates for Council interviews. The City Clerk's office is currently working with committee members on scheduling.
- City Council Interviews: Tentatively to occur between **April 1st and 10th** (absent any delays at Committee level)
- City Council Meet and Greet and Council Meeting to Direct HR and Legal to negotiate city council contract consideration/approval: May 6, 2024

J. City Council Seat Vacancy and Appointment of Council Member to Vacated Seat

The City Attorney reported that on January 16, 2024, Councilmember Matthew Sweetser submitted a formal resignation letter to the City Manager, City Attorney, City Clerk, and the Supervisor of Elections, Paul Lux. The City Attorney forwarded the correspondence to the mayor and city council, and this agenda item outlines the council's next steps pursuant to the City Charter.

- Section 3.09(a) of the City Charter provides in relevant part that a vacancy occurs if a Council Member resigns from the Council. Additionally, City Charter section .09(c)(1) provides: *If there is less than one year remaining in the unexpired term or if there is less than one [year] before the next regular city election, the council by a majority vote of the remaining members shall choose a successor to serve until a newly elected mayor or council member is qualified.*
- Notably, City Charter section 3.09(c)(4) states that a *council member or mayor elected to fill the unexpired term of a vacated council or mayor seat shall be eligible to run for one subsequent consecutive term.*

Any council member may move to either accept applications for interim council members and make an appointment at a subsequent council meeting or may immediately appoint a resident of the city to the seat vacated by Councilmember Sweetser to serve until the November 2024 election. The individual may choose to qualify and run for a permanent seat in the November 2024 election but is not required to do so.

Motion by Councilmember Schmidt, seconded by Councilmember Geile, to appoint Mr. John Stephens as Interim City Councilmember passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted "yes").

Motion by Councilmember Geile, seconded by Councilmember Hebert, to appoint Ms. Marcie Bell to the City Manager Selection Committee, replacing Mr. John Stephens, passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”).

K. Announcements

1. The city received several calls and messages regarding the sunken ship at Joe’s Bayou. The US Coast Guard from Panama City and other partners are working with the city’s Code Compliance Department to make sure everything is taken off, including the removal of fuel from the vessel.
2. Florida Arbor Day Celebration was held on January 19th. The city’s Park and Recreation Department originally planned to plant a Buckeye Tree in honor of it. But due to extremely cold temperatures, that action has been delayed. The Parks and Recreation Committee will meet on Tuesday, January 23rd and will Discuss when to plant that tree.
3. On Wednesday, January 24th, the city’s Vulnerability Assessment Planning Meeting will be held in the Annex Chambers.
4. The directional boring contractor is planning to start the 4-Pronged Lake project on Wednesday, January 24th. The work is expected to be completed in two days.
5. The Destin History and Fishing Museum Gumbo Contest will be held on Saturday, January 27th, at the Destin Community Center. Tickets will be available at the Destin Community Center web site or at the Community Center.
6. The Pins and Pancakes Bowling fundraiser will be held on Friday, February 23rd. Money will go towards Destin Forward project for this year, which will be the improvements to the Clement Taylor Park renovations.
7. The city’s Visioning Session will be held on February 29th.
8. This year is the 40th year anniversary of the City of Destin. Planning for the celebration is currently underway.
9. Capt. Fulghum – The Sheriff’s Office obtained a traffic grant for 2024 to do traffic enforcement in the City of Destin. They have currently made 248 traffic stops and about 36% of which have resulted in a citation. By the end of February, they have to submit the paperwork to be approved for the same grant to continue this effort next year. They will need a support letter from the City of Destin before they can apply for that grant.

Councilmember Bagby moved to authorize the mayor to sign the support letter for grant without further council review; seconded by Councilmember Hebert. Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”).

5. PUBLIC HEARINGS

- A. THIS ITEM HAS BEEN CONTINUED TO THE FEBRUARY 5, 2024, REGULAR CITY COUNCIL MEETING TO BE HELD AT 6PM, AT THE REQUEST OF THE APPLICANT. IT WILL NOT BE CONSIDERED ON JANUARY 22ND. THIS NOTE IS INCLUDED IN THE AGENDA FOR THE BENEFIT OF THE PUBLIC AFTER ADVERTISING.

Panhandle Engineering, Inc., on behalf of Ramanada LLC, is requesting approval for a Major Development Order, which includes the construction of a 64-unit boutique hotel, along with the associated site infrastructure, as well as a separate overflow parking lot for the SunDestin condominiums. The subject project is located at 1035 Highway 98 East (Parcel ID: 00-2S-22-0000-0024-001C), totaling approximately 9.18 acres.

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

- A. Councilmember Geile
1) Project Status Updates

Dredging Operation – staff received a cost estimate higher than the original estimate. Staff is seeking for at least two more estimates to bring to the council during budget discussion.

- B. Councilmember Destin
C. Councilmember Bagby
D. Councilmember Hebert
E. Councilmember King
F. Councilmember Schmidt
G. Mayor Wagner
H. City Attorney
1) Form 6

Motion by Councilmember Destin, seconded by Councilmember Hebert, to pay the flat fee of \$10,000 to participate in a lawsuit that a South Florida Law Firm is bringing based on privacy and freedom of speech concerns and try to get an injunction from the court passed 6-0.

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:49 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 20, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Louis Zunguze, Interim City Manager

FROM: Krystal Strickland, Finance Director

DATE: February 14, 2024

SUBJECT: Raymond James Presentation - Current Interest Rate Environment

I. BACKGROUND: At the December 11, 2023 regular council meeting, concerns were raised that our investment portfolio is not exceeding our performance benchmarks. The City's Financial Advisors from Raymond James would like this opportunity to present the current interest rate environment and how our strategy reduces risk and increases safe-keeping of our public funds.

II. DISCUSSION: Raymond James Financial Advisors have a short power point presentation to lead discussion at the meeting. The presentation is attached. The quarterly investment report for the period ending December 31, 2023 is the next item in this meeting agenda.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

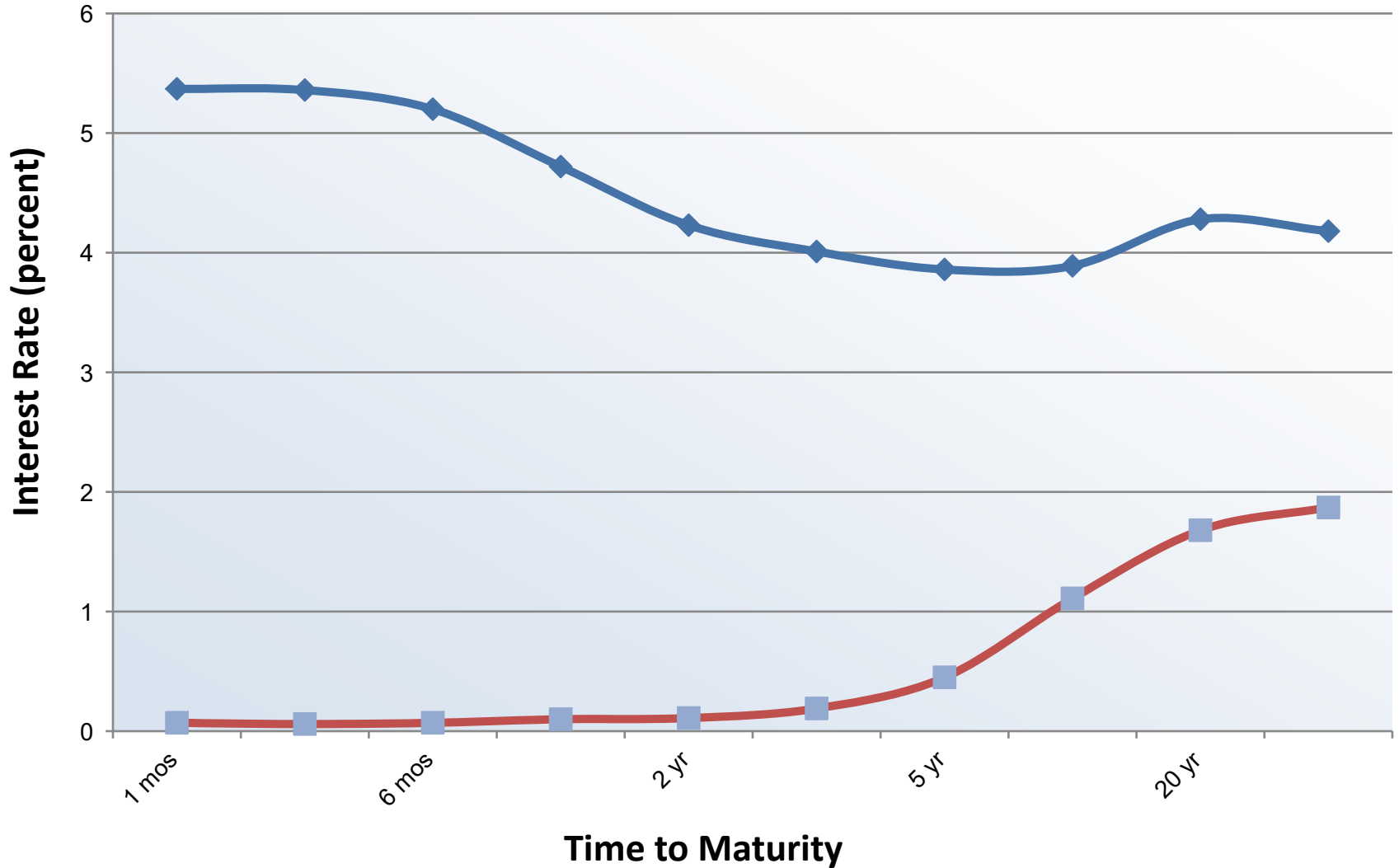
IV. RECOMMENDED MOTION:

Attachments:

1. City of Destin - Feb '24 - Interest Rates

Interest Rates - current versus 2021

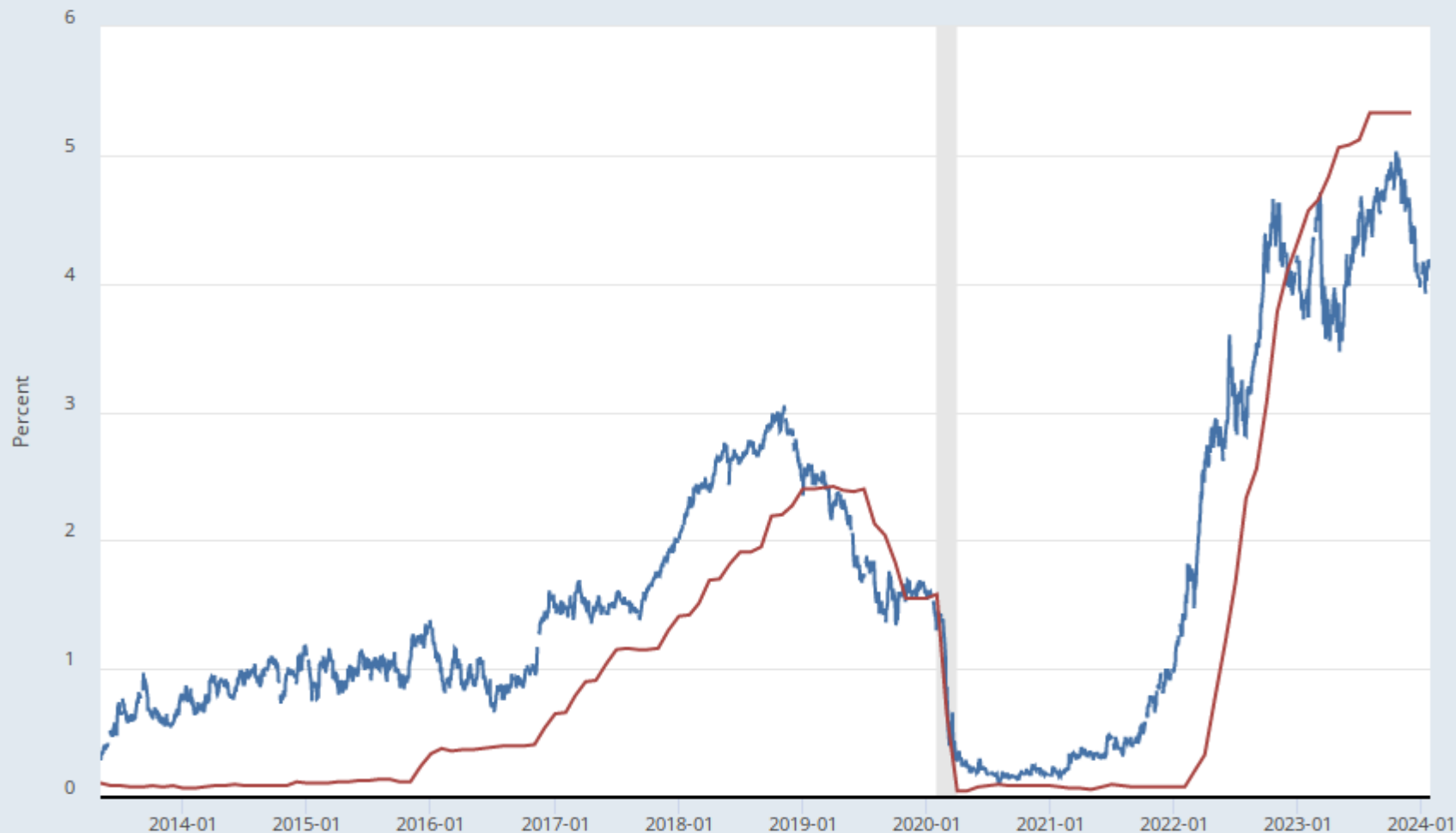
—◆— Current —■— 2021





— Market Yield on U.S. Treasury Securities at 3-Year Constant Maturity, Quoted on an Investment Basis

— Federal Funds Effective Rate

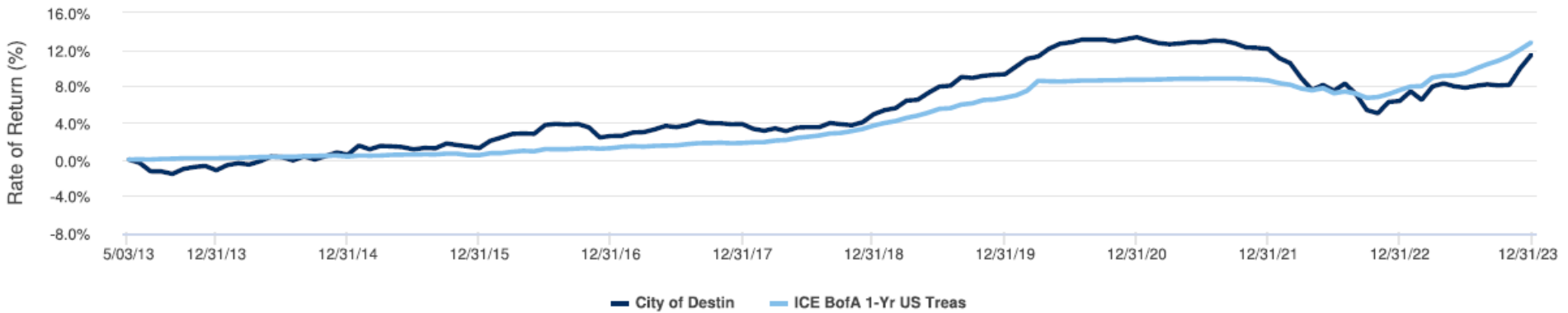


Source: Board of Governors of the Federal Reserve System (US)

myf.red/g/1eTs5

Performance Analysis Summary

Time-Weighted (Net of Fees)
Total Market Value as of 12/31/2023: \$25,776,800.53



The Cumulative Return is charted above.

	QTD 9/30/23 12/31/23	Last 12 Months 12/31/22 12/31/23	Last 3 Years* 12/31/20 12/31/23	Since Inception* 5/03/13 12/31/23
City of Destin	3.09%	4.73%	(0.57%)	1.02%
ICE BofA 1-Yr US Treas	1.80%	4.83%	1.23%	1.13%
S&P 500 Total Return Indx	11.69%	26.29%	10.00%	12.81%
Bloomberg U.S. Agg Bd	6.82%	5.53%	(3.31%)	1.44%

Inception Date: 5/3/13

*Returns are annualized for periods greater than one year.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 20, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Krystal Strickland, Finance Director

DATE: February 9, 2024

SUBJECT: Quarterly Investment Report - Informational Only.

I. BACKGROUND:

Attached for your review is the current quarterly investment report with schedules showing the current status of the City investment accounts with Raymond James. Summary tables of activity are provided in the Discussion section below.

II. DISCUSSION:

On March 7, 2022, the City adopted a new Investment Policy under Resolution 22-05. The Raymond James report is attached, which includes a listing of investments by type with their book and market values as of the report date, as well as portfolio activity during the period. Following are supplementary tables.

Table 1 shows the value of the portfolio as of December 31, 2023 by security type. This table also shows the percentage of each security type alongside the maximum amount allowed by our investment policy.

Table 1: Investment Portfolio current fair value by type and weight by percentage

Investment Type	Fair Value	Percentage of Portfolio	Max % as per Investment Policy 22-05
US Treasuries	\$ 5,502,929	14%	75%
Mortgage and Asset Backed Securities	7,624,645	19%	75%
Municipals	177,341	0%	25%
Investment grade corporate bonds	761,281	2%	20%
Money Market, CDs and Savings Cash	11,637,741	29%	75%
Trustmark Interest-bearing Demand Depo	15,018,163	37%	75%
Portfolio Total	\$ 40,722,099	100%	

Estimated Restricted Exp Jan - Mar 2024	\$ 6,183,539
Estimated Op Expenditures Jan - Mar 2024	2,300,000
	<u>\$ 8,483,539</u>

Table 2 shows the interest earned and the portfolio's unrealized change in fair market value for the current quarter and 12-month cumulative.

Table 2: Investment income earned for quarter and last 12 months

	Current Quarter (10/01/2023 - 12/31/2023)	Last 12 months (01/01/2023 - 12/31/2023)
Interest Realized at Raymond James	\$ 174,403	\$ 504,929
Change in Fair Market Value	258,770	312,386
Interest Realized at Trustmark	201,596	339,802
Total Investment Income	\$ 634,769	\$ 1,157,117

Table 3 compares the performance of the City of Destin's investments against two benchmarks.

Table 3: Comparison of Quarterly and Calendar Year-to-Date Performance to Benchmarks

	Current Quarter (10/01/2023 - 12/31/2023)	Last 12 months (01/01/2023 - 12/31/2023)
City of Destin	3.09%	4.73%
ICE BofA 1-Year US Treasury	1.80%	4.83%
Florida Prime*	5.56%	4.65%

*The Florida Prime benchmark as per Resolution 22-05 is the Three Month Annualized Net Participant Yield, which is calculated on a 365-day basis and includes adjustments for expenses and other accounting items to reflect earnings by participants.

Table 4 lists the investments by type, maturity dates, and average maturities of the investments in each major category. The percentage of portfolio total is then applied to find the weighted average maturity of the total portfolio. The significant amount of cash and cash equivalents brings the average weighted maturity down to the equivalent of 0.85 years. Ratings by Standard

& Poors are also listed in this table. Eagle Assets of Raymond James has worked diligently to replace BBB+ investment grade corporate bonds with corporate bonds with a minimum rating of A and asset-backed securities with a minimum rating of AAA. As of December 31, 2023, there was only one security with a BBB+ rating with a value of \$42,606 remaining in our portfolio. This one security is an investment grade corporate bond with a coupon rate paying 2.8%.

Table 4: Maturity dates and weighted average maturity of the investment portfolio

Investment Type	Fair Value	Maturity	Percentage of Portfolio (Weight)	Average Maturity (years)	Weighted Average Maturity	Ratings
US Treasuries	\$ 5,502,929	01/04/24-02/15/33	14%	2.69	0.36	Aaa
Mortgage and Asset Backed Securities	7,624,645	01/01/24-06/01/45	19%	2.01	0.38	AA+ to AAA
Municipals	177,341	01/01/29-08/01/30	0%	6.18	0.03	AA- to AAA
Investment grade corporate bonds	761,281	10/26/24-11/15/33	2%	4.60	0.09	BBB+ to AA+
Money Market, CDs and Savings Cash	11,637,741	12/31/23-04/13/26	29%	0.01	-	
Trustmark Interest-bearing Demand Deposit Accounts (DDAs)	15,018,163	12/31/2023	37%	-	-	
Portfolio Total	\$ 40,722,099		100%		0.86	

Table 5 is a summary of changes for the fiscal year to date as compared to the prior four fiscal years for the funds transferred to Raymond James. During the first three months of fiscal year 2024, the City has realized income in the amount of \$174,403 and has accumulated an unrealized increase in market value of \$258,770. During FY 2024, the City transferred \$8.5 million out of the Raymond James money market account to purchase 1 Harbor Blvd in October 2023, and in December 2023 the City transferred \$10 million into the Raymond James money market accounts. Investment administration expenses this year to date total \$17,350.

Table 5: Raymond James Additions and Deductions five-year trend

	10/01/2023- 12/31/2023	10/01/2022- 09/30/2023	10/01/2021- 09/30/2022	10/01/2020- 09/30/2021	10/01/2019- 09/30/2020
Additions					
Contributions	\$ 10,000,000	\$ 7,000,000	\$ 1,742,528	\$ 5,234,644	\$ -
Interest Earnings	174,403	425,145	326,839	291,529	261,031
Unrealized gain/(loss)*	258,770	82,573	(1,373,377)	(250,557)	167,448
Total Additions	\$ 10,433,173	\$ 7,507,718	\$ 695,990	\$ 5,275,615	\$ 428,479
Deductions					
Investment Admin Expenses	17,350	73,160	53,874	58,455	35,592
Withdrawals	8,528,105	-	-	-	-
Total Deductions	8,545,455	73,160	53,874	58,455	35,592
Net Change	\$ 1,887,718	\$ 7,434,557	\$ 642,116	\$ 5,217,160	\$ 392,887
Beginning Balance	\$ 23,816,218	\$ 16,381,661	\$ 15,739,545	\$ 10,522,385	\$ 10,129,498
Ending Balance**	\$ 25,703,936	\$ 23,816,218	\$ 16,381,661	\$ 15,739,545	\$ 10,522,385

*Unrealized gain/loss is the fair market value of the investments if sold on the reporting date instead of holding to maturity.

**Table 5 investment fund does not include the interest-bearing Demand Deposit Accounts (DDAs) at Trustmark.

Table 6 shows the fund balance characterization of the funds held with our Investment Firm plus

the additional available to be invested currently on hand at Trustmark. The committed balances listed below are in accordance with the City's Fund Balance policy Resolution 12-20.

Table 6: Cash and Investment Balances

As of 12/31/2023

Cash & Investment Balances	RJ (0.125-7.5%)	Trustmark (3.5%)
<i>Restricted</i>		
Impact Fees, Elec Franch		
Undergrounding, Stormwater,		
NPEB, Gas Tax#2	\$ 2,500,000	\$ 3,297,824
Debt Service		531,009
CRA's	2,500,000	1,652,494
Building Code		333,592
Total Restricted	5,000,000	5,814,918
<i>Committed</i>		
Emergency Operations (3 mos)*	\$ 3,389,470	\$ 290,557
Emergency Maintenance (3 mos)*	3,334,899	345,128
Debt Service (1 year)*	2,498,321	84,134
Infrastructure Surtax	3,000,000	2,904,059
Parking Fund	1,000,000	107,556
Renewal & Replacement		2,547,321
Permit Technology		466,090
Total Committed	13,222,691	6,744,844
<i>Unrestricted/3 months Ops</i>	\$ 7,481,246	\$ 2,458,401
Total Cash & Investments	\$ 25,703,936	\$ 15,018,163

**As per Resolution 12-20 updated with FY 2024 Adopted Budget*

A current report as of December 31, 2023 produced by Raymond James is attached.

A. Link to Strategic Goals / Objectives:

Financially sound city providing service excellence.

B. Effect on Budget (EOB):

This item is for information only and has no effect on the Budget.

C. Level of Service (LOS):

This report provides the City Council with the current financial condition of the City.

D. Legislative Sponsor:

III. CONCLUSION:

The City is currently receiving the investment interest revenue and paying investment administrative

expenses in a manner consistent with prior years.

IV. RECOMMENDED MOTION:

No motion is required for this item.

Attachments:

1. City of Destin Dec 2023 report



Brian Haugen WMS, CRPS®, CEP®
Senior Vice President, Investments

Steve Cann MS, MPAS®, CFP®
Vice President, Investments

January 30, 2024

Krystal:

Attached is the City's most recent quarterly report for the period ending 12/31/2023.

Summary of Investment Objectives and Restrictions

Accounts at Raymond James / Eagle Asset Management are managed in accordance with the City's published objectives and restrictions as referenced and summarized below:

- **Compliance with Florida Statutes 218.415 & 208.02, and City's Investment Policy Statement adopted in Resolution 22-05**

Allowable investment securities are restricted to:

- Bank deposits at Qualified Public Depository
- U.S. Treasuries, TIPS, T-bills
- U.S. Government Agencies
- U.S. Government Sponsored Enterprises
- Certificates of Deposit (FDIC-insured CDs)
- Commercial paper (Prime-I, A-1+ or better)
- Investment Grade Corporate Bonds (A or better)
- Asset Backed Securities (AAA only)
- Government Money Market Funds
- Municipal Bonds (AA, Aa or better)

- **Compliance with City's stated Investment Objectives and Criteria (Investment Policy Statement, Resolution 22-05)**

- Safety, risk management (interest rate, and credit), liquidity, income, prudence
- Average portfolio maturity of not more than five (5) years
- Performance goal to regularly exceed the average rate of return on the ICE BOA Merrill Lynch 1-yr US Treasury Index, or three-month annualized net participant yield for Florida Prime

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Raymond James & Associates, Inc., member New York Stock Exchange/SIPC

Performance Analysis as of Dec 31, 2023

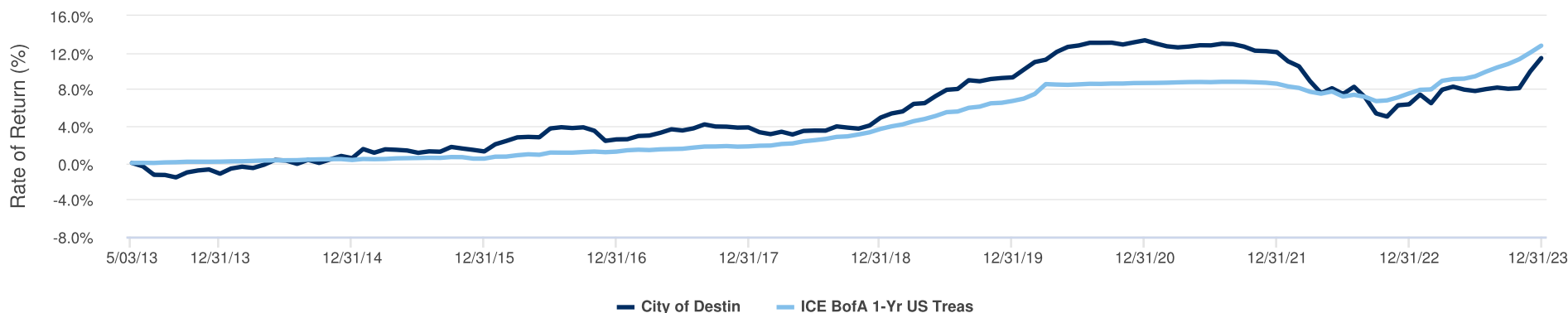
City of Destin

BRIAN HAUGEN, STEVE CANN
brian.haugen@raymondjames.com

Performance Analysis Summary

Time-Weighted (Net of Fees)

Total Market Value as of 12/31/2023: \$25,776,800.53



The Cumulative Return is charted above.

	QTD 9/30/23 12/31/23	Last 12 Months 12/31/22 12/31/23	Last 3 Years* 12/31/20 12/31/23	Since Inception* 5/03/13 12/31/23
City of Destin	3.09%	4.73%	(0.57%)	1.02%
ICE BofA 1-Yr US Treas	1.80%	4.83%	1.23%	1.13%
S&P 500 Total Return Indx	11.69%	26.29%	10.00%	12.81%
Bloomberg U.S. Agg Bd	6.82%	5.53%	(3.31%)	1.44%

Inception Date: 5/3/13

*Returns are annualized for periods greater than one year.

Performance Analysis as of Dec 31, 2023



City of Destin

BRIAN HAUGEN, STEVE CANN
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Performance Analysis Detail

Time-Weighted (Net of Fees)

	Account	Market Value(\$) 12/31/23	Performance Inception/ Close	QTD 9/30/23 12/31/23	Last 12 Months 12/31/22 12/31/23	Last 3 Years* 12/31/20 12/31/23	Since Inception* 5/03/13 12/31/23
City of Destin - CD's	xxxxx714	11,570,411.65	9/21/2017	3.14%	5.35%	1.16%	1.66%
EM Maintenance Fund	xxxxx675	3,347,958.96	5/03/2013	2.33%	4.38%	(0.26%)	0.72%
Alternate Investment Fund	xxxxx680	4,948,013.55	5/03/2013	4.31%	4.51%	(2.27%)	0.96%
Debt Service Fund	xxxxx699	2,507,829.86	5/03/2013	2.13%	4.23%	(0.25%)	0.72%
EM Operating Fund	xxxxx703	3,402,586.50	5/03/2013	2.16%	4.34%	(0.20%)	0.77%

*Returns are annualized for periods greater than one year.

Additional Information Regarding This Report

City of Destin

BRIAN HAUGEN, STEVE CANN
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This report should not be used as a substitute for your monthly statement, 1099 or to determine taxability. Changes in tax laws may occur at any time and could have a substantial impact upon each person's situation. While we are familiar with the tax provisions of the issues presented herein, we are not qualified to render advice on tax or legal matters. The information in this report has been obtained from sources that we believe to be reliable, but cannot be guaranteed.

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Alex.Brown a division of Raymond James.

The account listing may or may not include all of your accounts with Raymond James & Associates, Inc. This report is comprised of data from the following accounts: xxxxx714, xxxxx675, xxxxx680, xxxxx699, xxxxx703

Some reports have been excluded from this package due to no data available.

Report ID: 353368568_113652_1704085200000_1704102771442000_00001of00001

Performance

The performance data quoted represents past performance and does not guarantee future results. The investment return and principal value of an investment will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost. The current performance may be lower or higher than the performance data quoted. It is not possible to invest directly in an index.

Performance is depicted using the Time-Weighted method for the entire period.

Time-Weighted - The geometric (compounded) return measured on the basis of periodic market valuations of assets. If applicable, the return includes the effects of leverage. Unlike the dollar-weighted method, it minimizes the impact of cash flows on the rate of return; however, in principle it requires valuations to be made on the occasion of each cash flow. Approximation to this measure can be obtained by prorating cash flows to successive valuation points or by computing internal rates of return between valuation points. If there are no interim cash flows, the time-weighted return, compounded annually determines the entire value of an investment.

Returns are calculated net of fees.

Annualized refers to the annualized return from the inception date of the account, or the selected beginning date when using the date-to-date functionality.

The inception date indicates the date of account or household initiation in the Portfolio Performance system. This date may not match the date the account was opened.

Managed Account Performance- In order for managers to track real time cash in managed AMS accounts, certain activity may not reflect the actual transaction dates and market values may differ from what is reported on client statements. The Time-Weighted Total Equity and Time-Weighted All Cash returns are the same for these accounts.

All performance figures exclude unpriced securities (including securities of indeterminate value), limited partnerships (other than limited partnerships classified as Alternative Investments and appearing in that section of your statement).

Dividends are not guaranteed and will fluctuate.

The CFA Institute has not been involved with the preparation or review of this statement.

Accounts that have been closed may be included in the consolidated performance report. When closed accounts are included in the consolidated report, the performance report will only include information for the time period the account was active during the consolidated performance reporting time period.

Accounts with Real Time Cash may have cash values updated throughout the day, note that this may cause a difference in account values between performance and holdings reports.

Securities Information

Non-proprietary annuity values will show as contributions on the date they became available to the Portfolio Performance system. They are included through the selected calculation ending date. Prior inclusion of these values in the rate of return calculation is not available.

Raymond James Certificates of Deposit values will show as contributions on the date they became available to the Portfolio Performance system. They are included through the selected calculation ending date. Prior inclusion of these values in the rate of return calculation is not available.

Values include accrued income. Values are based on trade date accounting method.

Additional Information Regarding This Report

City of Destin

BRIAN HAUGEN, STEVE CANN
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Benchmark Information

Bloomberg U.S. Agg Bd - The Bloomberg U.S. Aggregate Bond index is a measure of the investment grade, fixed-rate, taxable bond market of roughly 6,000 SEC-registered securities with intermediate maturities averaging approximately 10 years. The index includes bonds from the Treasury, Government-Related, Corporate, MBS, ABS, and CMBS sectors.

ICE BofA 1-Yr US Treas - The ICE BofA 1-Year US Treasury Note Index is comprised of a single issue purchased at the beginning of the month and held for a full month. At the end of the month that issue is sold and rolled into a newly selected issue. The issue selected at each month-end rebalancing is the outstanding two-year Treasury note that matures closest to, but not beyond, one year from the rebalancing date. To qualify for selection, an issue must have settled on or before the month-end rebalancing date.

S&P 500 Total Return Indx - The S&P 500 Index Total Return is a broad-based measurement of changes in stock market conditions based on the average performance of 500 widely held common stocks. It consists of 400 industrial, 40 utility, 20 transportation, and 40 financial companies listed on U.S. market exchanges. This is a capitalization-weighted calculated on a total return basis with dividends reinvested. The S&P represents about 75% of the NYSE market capitalization.

Money Market Funds & CD Ladder					
Description	Symbol/CUSIP	Maturity Date	Coupon	Quantity	Est. Annual Income
CASH & CASH ALTERNATIVES				\$10,307,461.79	
GOLDMAN SACHS FINANCIAL SQUARE TRSY SOLUTIONS FD INSTL CL M/M 5.19%	FEDXX			19,717.390	
FDIC Insured CD Ladder					
EXCHANGE BK GIBBON, NE FDIC # 1435 CERTIFICATE OF DEPOSIT MONTHLY 1.75% DUE 04/29/2024	301074FL9	4/29/2024	1.750	200,000.00000	\$3,500.00
BANK HAPOALIM NEW YORK, NY FDIC # 33686 CERTIFICATE OF DEPOSIT SEMI-ANNUAL 4.6% DUE 07/19/2024	06251A5B2	7/19/2024	4.600	168,000.00000	\$7,728.00
MORGAN STANLEY BANK, NATIONAL ASSOCIATION SALT LAKE CITY, UT FDIC # 32992 CERTIFICATE OF DEPOSIT SEMI-ANNUAL CALLABLE BEGINNING 4/20/2024 2.35% DUE 10/18/2024	61773TDL4	10/18/2024	2.350	200,000.00000	\$4,700.00
GOLDMAN SACHS BANK USA FDIC # 33124 CERTIFICATE OF DEPOSIT MONTHLY CALLABLE BEGINNING 1/13/2024 2.65% DUE 04/14/2025	38149M4U4	4/14/2025	2.650	200,000.00000	\$5,300.00
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION COLUMBUS, OH FDIC # 628 CERTIFICATE OF DEPOSIT SEMI-ANNUAL CALLABLE BEGINNING 4/19/2024 2.75% DUE 04/17/2025	48128WRW7	4/17/2025	2.750	250,000.00000	\$6,875.00
CAPITAL ONE BANK (USA) NA GLEN ALLEN, VA FDIC # 33954 CERTIFICATE OF DEPOSIT SEMI-ANNUAL 2.65% DUE 04/13/2026	14042TFH5	4/13/2026	2.650	250,000.00000	\$6,625.00
Total:	7			\$11,595,179.18	\$34,728.00

Emergency Maintenance Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield
DESTCT - City of Destin (Prices as of 12/29/2023)	2.706	07/20/2027	3,411	97.852	3,351,165.37								
Cash													
-													
CASHCASH6 - OPENING BALANCE	0.000	12/31/2023	27	100.000	27,372.45	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.005	0.82	0.000
ABS													
-													
05522RDH8 - Bank of America Credit Card Trust	4.980	11/15/2026	33	101.160	33,451.28	Aaa		2.610	4.647	4.923	2.866	1.00	
12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	07/15/2027	72	97.410	70,217.52		AAA	1.120	5.287	3.018	1.181	2.09	2.941
12666DAB7 - Cnh Equipment Trust	5.900	09/15/2030	24	100.610	24,201.47	Aaa		0.940	5.288	5.864	0.937	0.72	
14041NFW6 - COMET 2021-A1 A1 0.55% 07/15/2026	0.550	07/15/2026	72	97.410	70,150.60		AAA	0.520	5.549	0.565	0.533	2.09	0.551
14044EAD0 - Capital One Prime Auto Receivables Trust	5.820	03/15/2027	33	102.380	33,860.09	Aaa		2.130	4.733	5.685	2.342	1.01	
14316HAC6 - Carmax Auto Owner Trust 2020-4 20250815 0.78000 a-3	0.500	08/15/2025	9	98.950	9,367.97		AAA	0.200	5.935	0.505	0.197	0.28	
14317DAC4 - Carmax Auto Owner Trust 2021-3 20260615 0.00000 a-3	0.550	06/15/2026	64	96.890	62,063.90	Aaa	AAA	0.640	5.881	0.568	0.637	1.85	0.553
233869AC0 - DTRT 2022-1 A3 5.23% 02/17/2026	5.230	02/15/2026	53	99.810	53,007.10	Aaa		0.800	5.548	5.240	0.844	1.58	
254683CX1 - Discover Card Exe Tr 2022-4 20271015 0.00000 a	5.030	10/15/2027	48	100.390	48,281.10		AAA	1.660	4.848	5.010	1.784	1.44	5.033
34528QHF4 - Ford Credit Mstr Tr a 19-4 20260915 2.44000 a	2.440	09/15/2026	51	97.910	49,982.49	Aaa	AAA	0.680	5.589	2.492	0.699	1.49	
362590AC5 - Gm Fin Cons Atmb Tr 2020-3 20250716 0.00000 a3	0.450	04/16/2025	3	99.670	2,933.38	Aaa	AAA	0.060	6.274	0.451	0.060	0.09	0.405
41285JAD0 - HDMOT 2023-A A3 5.05% 12/15/2027	5.050	09/15/2027	44	99.850	44,575.91	Aaa		1.500	4.949	5.058	1.507	1.33	5.052
43813GAC5 - HAROT 2021-1 A3 0.27% 04/21/2025	0.270	03/01/2025	15	98.790	14,564.08	Aaa	AAA	0.210	5.845	0.273	0.221	0.43	0.270
448977AD0 - Hyundai Auto Rec Tr 2022-a 20261015 0.00000 a-3	2.220	10/15/2026	70	97.730	68,391.89		AAA	0.730	5.357	2.272	0.762	2.04	2.221
47787JAC2 - John Deere Owner Tr 2022 20260915 0.00000 a-3	2.320	09/15/2026	61	97.770	59,541.10	Aaa		0.730	5.447	2.373	0.768	1.78	2.325
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	33	97.760	32,252.74	Aaa	AAA	0.410	6.211	0.338	0.407	0.96	0.330
92348KAH6 - Verizon Master Trust 2022-2 20280720 0.00000 a	1.530	07/20/2028	30	96.330	28,910.48	Aaa	AAA	1.420	4.152	1.588	1.471	0.86	1.534
92348KAS2 - Verizon Master Trust 2022-4 20281120 0.00000 a	3.400	11/20/2028	68	97.770	66,541.40	Aaa		1.860	4.854	3.478	1.978	1.99	
Agencies													
-													
3130AV7L0 - Federal Home Loan Banks Cons Bd 25 Cons B	5.000	02/28/2025	35	100.370	35,717.69	Aaa	AAA	1.119	4.664	4.982	1.167	1.07	5.066
3133EN4N7 - Federal Farm Credit Banks Bds Usd (Sec Regd)	4.250	12/20/2024	71	99.420	70,663.64	Aaa	AAA	0.942	4.865	4.275	0.975	2.11	4.330
3134GVB31 - Federal Home Ln Mtg Corp Call 0.75%052825 Call 0	0.750	05/28/2025	77	95.100	73,276.73	Aaa	AAA	1.376	4.361	0.789	1.411	2.19	4.185
3134GXR63 - Federal Home Ln Mtg Corp Call 4.05%082825 Call 4	4.050	08/28/2025	105	99.370	105,744.19	Aaa	AA+	0.923	4.444	4.076	1.663	3.15	4.553
742651DT6 - Private Expt Fdg Corp Nt 3.55%24 Nt 3.5	3.550	01/15/2024	149	99.930	151,305.36	Aaa		0.044	5.047	3.552	0.046	4.51	0.390
742651DX7 - Private Export Funding Corp. 1.75% Snr Sec Pidi Nts 15/11/20	1.750	11/15/2024	70	97.020	68,063.72	Aaa	AAA	0.853	5.266	1.804	0.880	2.03	1.283
CMBS													
-													
3137B7YY9 - FHLMC Series K-037 20240125 3.49000 a-2	3.490	01/01/2024	2	99.620	1,500.37	Aaa	AAA			3.503	0.008	0.04	0.735
CMO													
-													
3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	08/01/2026	18	97.660	17,456.80	Aaa	AAA	0.730	5.364	2.560	0.817	0.52	
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	08/01/2032	95	93.390	88,483.78	Aaa	AAA	2.760	4.428	2.142	3.041	2.64	
3136AGDV1 - FNMA Remic Trust 2013-97 20311125 3.00000 Eb	3.000	11/01/2031	33	98.220	32,811.99	Aaa	AAA	0.690	5.822	3.054	0.683	0.98	
3137A7G46 - Freddie Mac	4.000	05/01/2030	92	98.290	90,588.82	Aaa	AAA	2.430	4.518	4.070	2.773	2.70	
3137ANTK1 - FHLMC Remic Series 4027 20410715 3.50000 Ta	3.500	07/01/2041	71	95.980	68,417.43	Aaa	AAA	3.050	4.801	3.647	3.526	2.04	
3137AWNN1 - FHLMC Remic Series 4136 20260115 3.00000 Vj	3.000	01/01/2026	15	97.670	14,468.20	Aaa	AAA	1.010	4.953	3.072	1.060	0.43	2.895
3137B1MW9 - FHLMC Remic Series 4198 20330115 4.00000 Qp	4.000	01/01/2033	30	98.050	29,617.08	Aaa	AAA	1.700	4.598	4.080	1.836	0.88	
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	29	95.520	27,660.50	Aaa	AAA	1.330	4.889	1.832	1.542	0.83	
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	03/01/2033	19	98.060	18,802.36	Aaa	AAA	0.880	5.827	3.059	0.847	0.56	
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	61	95.850	58,741.76	Aaa	AAA	1.370	4.894	2.087	1.556	1.75	
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	06/01/2033	19	98.130	18,603.41	Aaa	AA+	0.980	5.489	3.694	0.948	0.55	3.152

Emergency Maintenance Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield	
DESTCT - City of Destin (Prices as of 12/29/2023)	2.706	07/20/2027	3,411	97.852	3,351,165.37				1.291	4.806	2.769	1.462	99.97	2.506
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	9	100.290	9,000.31	Aaa	AAA	2.430	4.565	5.484	2.737	0.27		
31397QLT3 - FNMA Remic Trust 2011-4 20400425 3.00000 Pk	3.000	04/01/2040	1	99.290	1,290.06	Aaa	AA+	0.220	6.199	3.021	0.194	0.04		

MBS

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3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	57	95.350	54,418.78	Aaa	AAA	3.050	4.673	3.146	3.397	1.62	2.529
3132A8SY6 - FHLMC Super 15y Fixed 2.000 20320101 2.	2.000	01/01/2032	25	92.770	23,239.66	Aaa	AAA	2.660	4.631	2.156	2.893	0.69	1.622
3132AEFB7 - FHLMC Super 15y Fixed 3.500 20330201 3.	3.500	02/01/2033	74	97.390	72,421.46	Aaa	AAA	2.290	4.679	3.594	2.652	2.16	
3138EHQ21 - FNMA Umbs Int 15 Year 5.000 20240901 5.	5.000	09/01/2024	0	100.570	18.90	Aaa	AAA	0.140	6.612	4.972	0.142	0.00	4.204
3140X8BF3 - FNMA Super Int 15 Year 4.000 20340601 4.	4.000	06/01/2034	22	98.630	21,823.54	Aaa	AAA	2.490	4.689	4.056	2.893	0.65	3.499
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	63	92.330	58,188.04	Aaa	AAA	2.460	4.976	1.625	2.644	1.74	1.240
31418AJK5 - FNMA Umbs Int 20 Year 3.000 20320901 3.	3.000	09/01/2032	74	94.830	70,760.72	Aaa	AAA	2.970	4.682	3.164	3.384	2.11	
31418CB45 - FNMA Pass-Thru Int 20 Year 3.500 20360901 3.	3.500	09/01/2036	28	95.210	26,703.39	Aaa	AAA	4.030	4.529	3.676	4.809	0.80	3.055
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	56	95.550	54,099.81	Aaa	AAA	2.850	4.630	3.140	3.233	1.61	2.531
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	22	91.960	20,546.24	Aaa	AAA	2.600	4.844	1.631	2.773	0.61	1.265
36202FJC1 - GNMA Pass-Thru M Single Family 4.000 20250820 4.	4.000	08/01/2025	11	98.770	10,885.46	Aaa	AAA	0.700	5.881	4.050	0.724	0.32	3.085
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	18	97.430	17,260.98	Aaa	AAA	2.180	4.457	3.592	2.241	0.51	2.851
83164MP94 - Sba Pc Var Qtrly Adj 5.250 20281225 5.	5.750	11/01/2028	57	100.220	56,918.18	Aaa	AAA	0.180	5.875	5.737	2.671	1.70	

Treasuries

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912797FW2 - Treasury Bill	0.000	01/04/2024	68	99.970	67,979.60	U.S./#Aaa	U.S.	0.017	1.831	0.000	0.016	2.03	5.279
9128282Y5 - United States Treas Nts 2.125%09/30/24 2.125%	2.125	09/30/2024	215	97.950	211,715.96	U.S./#Aaa	U.S.	0.734	4.923	2.169	0.754	6.32	1.188
912828B66 - United States Treas Nts 2.75%02/15/24 2.75%0	2.750	02/15/2024	151	99.690	152,066.52	U.S./#Aaa	U.S.	0.129	5.091	2.759	0.131	4.54	4.737
91282CBM2 - United States Treas Nts 0.125%02/15/24 0.125%	0.125	02/15/2024	146	99.380	145,162.25	U.S./#Aaa	U.S.	0.128	4.906	0.126	0.131	4.33	0.210
91282CDN8 - United States Treas Nts 1%12/15/24 1%12/1	1.000	12/15/2024	195	96.430	188,113.09	U.S./#Aaa	U.S.	0.936	4.843	1.037	0.962	5.61	0.922
91282CEQ0 - United States Treas Nts 2.75%05/15/25 2.75%0	2.750	05/15/2025	26	97.630	25,470.23	U.S./#Aaa	U.S.	1.327	4.540	2.817	1.375	0.76	4.071
91282CFP1 - United States Treas Nts 4.25%10/15/25 4.25%1	4.250	10/15/2025	114	99.810	114,776.23	U.S./#Aaa	U.S.	1.706	4.358	4.258	1.795	3.42	4.200
91282CHB0 - US Treasury N/B	3.625	05/15/2026	178	98.840	176,715.18	U.S./#Aaa	U.S.	2.243	4.140	3.668	2.375	5.27	4.098

Alternate Investment Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield
DESTC2 - City of Destin (Prices as of 12/29/2023)	3.198	08/15/2030	5,107	96.291	4,946,748.49			3.860	4.361	3.322	4.590	100.00	3.136
<u>Municipals</u>													
-													
64966WHC4 - New York N Y City Hsg Dev Corp Taxable Cap Fd Grnt Prog 2022 a Taxabl	3.756	01/01/2029	80	94.150	76,805.71	AA-		4.465	5.095	3.989	5.008	1.55	5.259
64971XEP9 - New York N Y City Transitional Taxable Future Tax Secd 2019 a Taxabl	3.780	08/01/2030	50	95.540	48,547.00	Aa1	AAA	5.677	4.571	3.956	6.589	0.98	4.451
6500355Z7 - New York St Urban Dev Corp Rev Taxable Personal Income 2017d Taxabl	3.370	03/15/2030	55	93.550	51,987.96	Aa1	AA+	5.491	4.574	3.602	6.208	1.05	4.484
<u>Cash</u>													
-													
CASHCASH6 - OPENING BALANCE	0.000	12/31/2023	96	100.000	95,918.71	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.005	1.94	0.000
<u>ABS</u>													
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12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	07/15/2027	50	97.410	48,762.17		AAA	1.120	5.287	3.018	1.181	0.99	
380149AC8 - Gm Fin Cons Almb Rec Tr 2021-2 20260416 0.00000 a-3	0.510	04/16/2026	23	97.710	22,312.24	Aaa	AAA	0.440	5.645	0.522	0.459	0.45	0.512
44918CAD4 - Hyundai Auto Receivables Trust	5.540	08/15/2028	71	102.070	72,622.67		AAA	2.260	4.683	5.428	2.477	1.47	
92348KAZ6 - Verizon Master Trust	3.670	01/20/2029	50	98.040	49,065.88		AAA	1.980	4.873	3.743	2.115	0.99	
98163LAC4 - World Omni Auto Recv Tr 2021-B 20260615 0.00000 a-3	0.420	06/15/2026	18	97.540	17,144.14		AAA	0.510	5.745	0.431	0.516	0.35	0.423
98164DAD9 - World Omni Auto Receivables Trust	5.790	10/15/2028	57	102.620	58,621.75		AAA	2.330	4.719	5.642	2.575	1.19	
<u>CMBS</u>													
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3137F83P6 - FHLMC Remic Series K-121 20300825 Flt a-1	0.995	08/01/2030	39	87.780	34,007.57	Aaa	AAA	4.070	4.463	1.134	4.361	0.69	
3137FAE0 - FHLMC Remic Series K-727 20240725 2.94600 a-2	2.946	07/01/2024	26	98.630	25,894.14	Aaa	AAA	0.450	5.545	2.987	0.462	0.52	3.213
<u>Corporates</u>													
<u>Financial</u>													
05531FBB8 - BB&T Corporation 2.85% Snr Mtn 26/10/2024 Usd (S	2.850	10/26/2024	75	97.880	73,784.06	A3	A-	0.801	5.508	2.912	0.825	1.49	4.597
46625HRY8 - Jpmorgan Chase & CO Sr Nt Fxd/Flt 28 Sr Nt	3.782	02/01/2027	50	96.590	49,072.42	A1	A-	2.863	4.986	3.916	3.093	0.99	1.677
571748AZ5 - Marsh & McLennan Cos Inc Sr Gblt Nt 26 Sr Glb	3.750	03/14/2026	24	98.120	23,811.30	A3	A-	2.076	4.653	3.822	2.205	0.48	1.241
6174468Q5 - Morgan Stanley Fr 2.188%042826 Fr 2.1	2.188	04/28/2026	55	96.070	53,042.41	A1	A-	2.232	3.969	2.278	2.329	1.07	0.988
693475AZ8 - Pnc Finl Svcs Group Inc Sr Gblt Nt 30 Sr Glb	2.550	01/22/2030	75	87.480	66,444.06	A3	A-	5.471	4.966	2.915	6.066	1.34	4.869
74460DAD1 - Public Storage 3.385% Snr Pidi Nts 01/05/2029	3.385	05/01/2029	80	95.390	76,748.29	A2	A	4.794	4.361	3.549	5.337	1.55	4.826
<u>Industrial</u>													
032095AJ0 - Amphenol Corporation Snr Pidi Nts Usd (Sec Regd)	2.800	02/15/2030	50	91.050	46,046.11	A3	BBB+	5.507	4.486	3.075	6.132	0.93	2.615
037833DP2 - Apple Inc. Snr Pidi Nts 11/09/2029 Usd (SE	2.200	09/11/2029	86	90.420	78,328.80	Aaa	AA+	5.241	4.101	2.433	5.701	1.58	4.340
053015AE3 - Automatic Data Processing Inc Sr Gblt Nt 25 Sr Glb	3.375	09/15/2025	40	97.980	39,582.00	Aa3	AA-	1.636	4.613	3.445	1.712	0.80	1.946
30303M8N5 - Meta Platforms Inc	4.950	05/15/2033	50	103.210	51,907.50	A1	AA-	7.370	4.517	4.796	9.132	1.05	5.001
67066GAF1 - Nvidia Corp Sr Nt 2.85%30 Sr Nt	2.850	04/01/2030	57	92.480	53,110.70	A1	A+	5.615	4.230	3.082	6.255	1.07	4.770
718172CV9 - Philip Morris Intl Inc Sr Nt 27 Sr Nt	5.125	11/17/2027	50	101.780	51,188.96	A2	A-	3.416	4.608	5.035	3.800	1.03	5.222
<u>Utilities</u>													
03040WAQ8 - American Wtr Cap Corp Sr Nt 2.95%27 Sr Nt	2.950	09/01/2027	50	94.460	47,713.47	Baa1	A	3.412	4.606	3.123	3.674	0.96	2.964
049560AZ8 - Atmos Energy Corp	5.900	11/15/2033	46	108.490	50,500.97	A1	A-	7.420	4.789	5.438	9.627	1.02	5.022
<u>MBS</u>													
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3128MDBR3 - FHLMC Pc Gold Comb 15 4.000 20261001 4.	4.000	10/01/2026	7	98.810	6,842.57	Aaa	AAA	0.730	5.701	4.048	0.822	0.14	3.389
3128MFL48 - FHLMC Pc Gold Comb 15 3.500 20320901 3.	3.500	09/01/2032	24	97.380	23,559.91	Aaa	AAA	2.210	4.714	3.594	2.532	0.48	3.128
3128MMUS0 - FHLMC Pc Gold Comb 15 3.000 20310301 3.	3.000	03/01/2031	17	95.920	16,603.55	Aaa	AAA	2.500	4.680	3.128	2.803	0.34	2.686
3128P7QP1 - FHLMC Pc Gold Cash 20 4.500 20310301 4.	4.500	03/01/2031	30	99.590	30,379.65	Aaa	AAA	2.420	4.825	4.519	2.742	0.61	3.455
3128P8D99 - FHLMC Mbs Gold Cash 20 3.500 20370501 3.	3.500	05/01/2037	37	95.470	35,657.76	Aaa	AAA	4.110	4.516	3.666	4.866	0.72	
31307B2Y5 - FHLMC Pc Gold 15 Yr 2.500 20280501 2.	2.500	05/01/2028	7	96.130	6,557.86	Aaa	AAA	1.540	4.813	2.601	1.789	0.13	2.249
31329KW59 - FHLMC Umps 20Y Fixed 3.000 20370801 3.	3.000	08/01/2037	10	92.730	9,396.77	Aaa	AAA	4.320	4.472	3.235	5.049	0.19	2.802
3132D6C24 - FHLMC Super 15y Fixed 4.000 20371101 4.	4.000	11/01/2037	64	98.170	62,924.77	Aaa	AAA	3.540	4.434	4.075	5.145	1.27	4.113
3132D6FN5 - Freddie Mac	5.500	12/01/2038	88	101.430	89,324.11	Aaa	AAA	2.210	5.137	5.422	4.858	1.81	
3138ELGM9 - FNMA Pass-Thru Int 15 Year 3.000 20280601 3.	3.000	06/01/2028	7	97.090	6,735.39	Aaa	AAA	1.230	4.984	3.090	1.411	0.14	2.667
3138EPPE8 - FNMA Super Int 20 Year 4.000 20340601 4.	4.000	06/01/2034	14	97.770	14,220.89	Aaa	AAA	3.040	4.717	4.091	3.537	0.29	3.569
3138EPS70 - FNMA Pass-Thru 15yr	4.000	02/01/2029	2	98.100	1,962.65	Aaa	AAA	0.790	5.611	4.077	0.888	0.04	3.473

Alternate Investment Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield
DESTC2 - City of Destin (Prices as of 12/29/2023)	3.198 08/15/2030		5,107	96.291	4,946,748.49			3.860	4.361	3.322	4.590	100.00	3.136
3138EQE81 - FNMA Pass-Thru Int 15 Year 4.000 20290501 4.	4.000 05/01/2029		5	98.580	4,515.61	Aaa	AAA	0.940	5.301	4.058	1.074	0.09	3.728
3138ERTL4 - FNMA Pass-Thru Int 15 Year 3.000 20311201 3.	3.000 12/01/2031		27	96.000	26,116.61	Aaa	AAA	2.240	4.646	3.125	2.597	0.53	2.884
3138WJLU0 - FNMA Umbs Int 20 Year 3.000 20361201 3.	3.000 12/01/2036		14	93.180	12,624.66	Aaa	AAA	4.220	4.498	3.220	4.861	0.26	2.658
3138WVW31 - FNMA Pass-Thru Int 15 Year 3.000 20280601 3.	3.000 06/01/2028		9	96.770	9,148.75	Aaa	AAA	1.590	4.798	3.100	1.827	0.18	2.611
3140X5JP9 - FNMA Super Int 15 Year 3.500 20330301 3.	3.500 03/01/2033		50	97.460	48,789.24	Aaa	AAA	2.330	4.680	3.591	2.679	0.99	2.863
3140X6M73 - FNMA Super Int 15 Year 3.000 20330401 3.	3.000 04/01/2033		12	95.810	12,000.64	Aaa	AAA	2.560	4.630	3.131	2.923	0.24	2.564
3140X6RH6 - FNMA Super Int 15 Year 3.500 20330201 3.	3.500 02/01/2033		26	97.530	25,792.66	Aaa	AAA	2.050	4.739	3.589	2.353	0.52	2.960
3140X6WA5 - FNMA Super Int 15 Year 3.500 20350501 3.	3.500 05/01/2035		50	96.920	48,219.01	Aaa	AAA	2.800	4.631	3.611	3.263	0.97	
3140X6XR7 - FNMA Super Int 15 Year 3.500 20350301 3.	3.500 03/01/2035		31	98.180	30,809.19	Aaa	AAA	3.040	4.432	3.565	3.463	0.62	3.090
3140XJUA9 - FNMA Super Int 15 Year 4.500 20371201 4.	4.500 12/01/2037		20	99.450	20,300.03	Aaa	AAA	3.340	4.608	4.525	5.003	0.41	4.553
31410LHK1 - FNMA Pass-Thru Int 15 Year 3.000 20270701 3.	3.000 07/01/2027		5	97.130	4,573.08	Aaa	AAA	1.200	5.001	3.089	1.375	0.09	2.617
31418AF78 - FNMA Pass-Thru Int 20 Year 4.000 20320601 4.	4.000 06/01/2032		17	97.880	16,843.41	Aaa	AAA	2.830	4.740	4.087	3.266	0.34	
31418BFZ4 - FNMA Pass-Thru Int 20 Year 4.000 20340801 4.	4.000 08/01/2034		21	97.880	20,307.83	Aaa	AAA	3.400	4.567	4.087	4.074	0.41	3.831
31418BTLO - FNMA Pass-Thru Int 20 Year 3.500 20350801 3.	3.500 08/01/2035		38	95.930	36,495.00	Aaa	AAA	3.760	4.615	3.648	4.415	0.74	3.339
31418BYV2 - FNMA Umbs Int 20 Year 3.000 20360201 3.	3.000 02/01/2036		45	93.450	42,523.02	Aaa	AAA	3.940	4.600	3.210	4.582	0.86	
31418CQM9 - FNMA Umbs Shrt 10 Year 3.000 20271001 3.	3.000 10/01/2027		18	97.110	17,845.71	Aaa	AAA	1.320	5.105	3.089	1.386	0.36	2.696
31418CTH7 - FNMA Pass-Thru Shrt 10 Year 3.500 20280101 3.	3.500 01/01/2028		7	98.190	6,707.66	Aaa	AAA	1.390	4.876	3.565	1.477	0.14	3.338
31418EHT0 - FNMA Umbs Int 15 Year 4.000 20370801 4.	4.000 08/01/2037		81	98.100	79,928.37	Aaa	AAA	3.550	4.423	4.077	5.025	1.62	
31418ERN2 - Fannie Mae	5.000 04/01/2038		48	100.570	48,248.80	Aaa	AAA	2.930	4.849	4.972	5.093	0.98	
31418ES84 - Fannie Mae	4.500 06/01/2038		45	99.450	45,044.82	Aaa	AAA	3.130	4.615	4.525	5.340	0.91	
31418EUS7 - Fannie Mae	4.500 07/01/2038		49	99.450	49,071.68	Aaa	AAA	3.040	4.614	4.525	5.389	0.99	
31418EVC1 - Fannie Mae	5.000 08/01/2038		47	100.570	47,467.50	Aaa	AAA	2.810	4.857	4.972	5.329	0.96	
31418EVD9 - Fannie Mae	5.500 08/01/2038		44	101.430	44,649.16	Aaa	AAA	2.750	5.113	5.422	4.557	0.90	
31418EW63 - Fannie Mae	5.000 10/01/2038		47	100.570	47,405.22	Aaa	AAA	2.760	4.861	4.972	5.466	0.96	
31418EW71 - Fannie Mae	5.500 10/01/2038		69	101.430	69,814.26	Aaa	AAA	2.610	5.126	5.422	4.716	1.41	
31418EX70 - Fannie Mae	5.500 11/01/2038		47	101.430	47,834.08	Aaa	AAA	2.450	5.131	5.422	4.770	0.97	

Treasuries

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912810FG8 - United States Treas Bds 05.250% 02/15/29 05.250	5.250 02/15/2029		46	106.300	49,790.50	U.S./#Aaa	U.S.	4.480	3.883	4.939	5.132	1.01	4.569
9128282Y5 - United States Treas Nts 2.125%09/30/24 2.125%	2.125 09/30/2024		216	97.950	212,700.68	U.S./#Aaa	U.S.	0.734	4.923	2.169	0.754	4.30	2.476
9128283F5 - United States Treas Nts 2.25%11/15/27 2.25%1	2.250 11/15/2027		103	94.020	97,120.74	U.S./#Aaa	U.S.	3.644	3.926	2.393	3.879	1.96	2.962
9128283W8 - United States Treas Nts 2.75%02/15/28 2.75%0	2.750 02/15/2028		51	95.590	49,269.22	U.S./#Aaa	U.S.	3.836	3.916	2.877	4.131	1.00	2.895
9128284R8 - United States Treas Nts 2.875%05/31/25 2.875%	2.875 05/31/2025		35	97.720	34,281.73	U.S./#Aaa	U.S.	1.367	4.549	2.942	1.419	0.69	2.839
9128284V9 - United States Treas Nts 2.875%08/15/28 2.875%	2.875 08/15/2028		16	95.700	15,482.00	U.S./#Aaa	U.S.	4.257	3.898	3.004	4.628	0.31	2.673
9128285M8 - United States Treas Nts 3.125%11/15/28 3.125%	3.125 11/15/2028		344	96.600	333,603.46	U.S./#Aaa	U.S.	4.449	3.896	3.235	4.880	6.74	2.765
912828B66 - United States Treas Nts 2.75%02/15/24 2.75%0	2.750 02/15/2024		50	99.690	50,353.15	U.S./#Aaa	U.S.	0.129	5.091	2.759	0.131	1.02	4.825
912828M56 - United States Treas Nts 2.25%11/15/25 2.25%1	2.250 11/15/2025		52	96.310	50,222.63	U.S./#Aaa	U.S.	1.807	4.314	2.336	1.879	1.02	2.899
912828YS3 - United States Treas Nts 1.75%11/15/29 1.75%1	1.750 11/15/2029		263	89.250	235,283.85	U.S./#Aaa	U.S.	5.467	3.808	1.961	5.879	4.76	1.710
91282CBH3 - United States Treas Nts 0.375%01/31/26 0.375%	0.375 01/31/2026		41	92.390	37,942.99	U.S./#Aaa	U.S.	2.034	4.218	0.406	2.090	0.77	0.489
91282CDJ7 - United States Treas Nts 1.375%11/15/31 1.375%	1.375 11/15/2031		275	83.020	228,762.06	U.S./#Aaa	U.S.	7.287	3.899	1.656	7.879	4.62	1.803
91282CDQ1 - United States Treas Nts 1.25%12/31/26 1.25%1	1.250 12/31/2026		70	92.310	65,049.74	U.S./#Aaa	U.S.	2.886	3.991	1.354	3.005	1.31	3.112
91282CEE7 - United States Treas Nts 2.375%03/31/29 2.375%	2.375 03/31/2029		53	92.840	49,514.73	U.S./#Aaa	U.S.	4.839	3.894	2.558	5.252	1.00	3.927
91282CEP2 - United States Treas Nts 2.875%05/15/32 2.875%	2.875 05/15/2032		105	92.860	97,657.90	U.S./#Aaa	U.S.	7.304	3.910	3.103	8.377	1.97	3.411
91282CEX5 - United States Treas Nts 3%06/30/24 3%06/3	3.000 06/30/2024		226	98.950	226,980.16	U.S./#Aaa	U.S.	0.490	5.131	3.032	0.503	4.59	3.541
91282CFV8 - United States Treas Nts 4.125%11/15/32 4.125%	4.125 11/15/2032		281	101.650	287,037.63	U.S./#Aaa	U.S.	7.381	3.903	4.058	8.880	5.80	3.574
91282CGM7 - United States Treas Nts 3.5%02/15/33 3.5%02	3.500 02/15/2033		200	96.970	196,526.96	U.S./#Aaa	U.S.	7.708	3.897	3.609	9.132	3.97	3.452
91282CGS4 - United States Treas Nts 3.625%03/31/30 3.625%	3.625 03/31/2030		50	98.450	49,670.70	U.S./#Aaa	U.S.	5.520	3.906	3.682	6.252	1.00	3.631
91282CJN2 - US Treasury N/B	4.375 11/30/2028		48	102.330	49,284.79	U.S./#Aaa	U.S.	4.382	3.850	4.275	4.921	1.00	4.284

Debt Service Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield	
DESTCI - City of Destin (Prices as of 12/29/2023)	2.505	09/14/2027	2,554	97.902	2,510,422.20				1.107	4.881	2.562	1.226	99.99	2.740
Cash														
-														
CASHCASH6 - OPENING BALANCE	0.000	12/31/2023	9	100.000	9,080.58	U.S./#Aaa	U.S.		0.000	0.000	0.000	0.005	0.36	0.000
ABS														
-														
05522RDH8 - Bank of America Credit Card Trust	4.980	11/15/2026	25	101.160	25,341.88	Aaa			2.610	4.647	4.923	2.866	1.01	
12598LAC0 - Cnh Equipment Tr 2021-C 20261215 0.81000 a-3	0.810	12/15/2026	37	96.160	35,835.97	Aaa	AAA		0.760	5.781	0.842	0.795	1.43	
12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	07/15/2027	53	97.410	51,687.90		AAA		1.120	5.287	3.018	1.181	2.06	2.941
14041NFW6 - COMET 2021-A1 A1 0.55% 07/15/2026	0.550	07/15/2026	11	97.410	10,717.45		AAA		0.520	5.549	0.565	0.533	0.43	0.551
14041NFZ9 - COMET 2022-A1 A1 2.8% 03/15/2027	2.800	03/15/2027	53	97.470	51,716.81		AAA		1.140	5.066	2.873	1.200	2.06	
14317DAC4 - Carmax Auto Owner Trust 2021-3 20260615 0.00000 a-3	0.550	06/15/2026	48	96.890	46,830.04	Aaa	AAA		0.640	5.881	0.568	0.637	1.87	0.553
233869AC0 - DTRT 2022-1 A3 5.23% 02/17/2026	5.230	02/15/2026	38	99.810	38,005.09	Aaa			0.800	5.548	5.240	0.844	1.51	
254683CX1 - Discover Card Exe Tr 2022-4 20271015 0.00000 a	5.030	10/15/2027	50	100.390	50,292.81		AAA		1.660	4.848	5.010	1.784	2.00	5.033
34528QHF4 - Ford Credit Mstr Tr a 19-4 20260915 2.44000 a	2.440	09/15/2026	38	97.910	37,241.86	Aaa	AAA		0.680	5.589	2.492	0.699	1.48	
362590AC5 - Gm Fin Cons Atmb Tr 2020-3 20250716 0.00000 a3	0.450	04/16/2025	2	99.670	2,189.10	Aaa	AAA		0.060	6.274	0.451	0.060	0.09	0.393
41285JAD0 - HDMOT 2023-A A3 5.05% 12/15/2027	5.050	09/15/2027	32	99.850	32,418.84	Aaa			1.500	4.949	5.058	1.507	1.29	5.052
43813GAC5 - HAROT 2021-1 A3 0.27% 04/21/2025	0.270	03/01/2025	12	98.790	12,169.98	Aaa	AAA		0.210	5.845	0.273	0.221	0.48	
43813KAC6 - Honda Auto Recv 2020-3 A3	0.370	10/18/2024	1	99.730	888.08		AAA		0.040	5.944	0.371	0.041	0.04	0.302
448977AD0 - Hyundai Auto Rec Tr 2022-a 20261015 0.00000 a-3	2.220	10/15/2026	51	97.730	50,344.02		AAA		0.730	5.357	2.272	0.762	2.01	2.221
47787JAC2 - John Deere Owner Tr 2022 20260915 0.00000 a-3	2.320	09/15/2026	45	97.770	43,828.86	Aaa			0.730	5.447	2.373	0.768	1.75	2.325
47800CAC0 - JDOT 2023-A A3 5.01% 11/15/2027	5.010	11/15/2027	26	100.190	26,100.06	Aaa			1.660	4.963	5.000	1.786	1.04	5.014
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	10	97.760	9,720.01	Aaa	AAA		0.410	6.211	0.338	0.407	0.39	0.330
92348KAD5 - Verizon Master Tr 2021-2 20280420 0.00000 a	0.990	04/20/2028	18	96.590	17,390.66		AAA		1.200	3.841	1.025	1.244	0.69	
92348KAH6 - Verizon Master Trust 2022-2 20280720 0.00000 a	1.530	07/20/2028	62	96.330	59,748.32	Aaa	AAA		1.420	4.152	1.588	1.471	2.38	1.534
92348KAS2 - Verizon Master Trust 2022-4 20281120 0.00000 a	3.400	11/20/2028	52	97.770	50,884.60	Aaa			1.860	4.854	3.478	1.978	2.03	
Agencies														
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3130AV7L0 - Federal Home Loan Banks Cons Bd 25 Cons B	5.000	02/28/2025	35	100.370	35,717.69	Aaa	AAA		1.119	4.664	4.982	1.167	1.42	5.066
3134GVB31 - Federal Home Ln Mtg Corp Call 0.75%052825 Call 0	0.750	05/28/2025	56	95.100	53,292.17	Aaa	AAA		1.376	4.361	0.789	1.411	2.12	4.185
3134GXR63 - Federal Home Ln Mtg Corp Call 4.05%082825 Call 4	4.050	08/28/2025	78	99.370	78,552.83	Aaa	AA+		0.923	4.444	4.076	1.663	3.13	4.553
3135G0V75 - Federal Natl Mtg Assn Fr 1.75%070224 Fr 1.7	1.750	07/02/2024	105	98.330	104,149.94	Aaa	AA+		0.495	5.120	1.780	0.508	4.15	1.600
742651DT6 - Private Expt Fdg Corp Nt 3.55%24 Nt 3.5	3.550	01/15/2024	102	99.930	103,578.17	Aaa			0.044	5.047	3.552	0.046	4.13	1.076
742651DX7 - Private Export Funding Corp. 1.75% Snr Sec Pidi Nts 15/11/20	1.750	11/15/2024	38	97.020	36,948.88	Aaa	AAA		0.853	5.266	1.804	0.880	1.47	2.584
CMBS														
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3137BLMY1 - FHLMC Remic Series K-049 20250325 2.47500 a-1	2.475	03/01/2025	1	99.250	1,345.31	Aaa	AAA		0.220	5.674	2.494	0.221	0.05	1.440
3137FARE0 - FHLMC Remic Series K-727 20240725 2.94600 a-2	2.946	07/01/2024	35	98.630	34,992.09	Aaa	AAA		0.450	5.545	2.987	0.462	1.39	
CMO														
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3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	08/01/2026	7	97.660	6,551.49	Aaa	AAA		0.730	5.364	2.560	0.817	0.26	
3136A6AA2 - FNMA Remic Trust 2012-52 20270525 2.00000 Da	2.000	05/01/2027	29	96.000	27,567.10	Aaa	AAA		1.150	4.912	2.083	1.241	1.10	
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	08/01/2032	27	93.390	25,209.77	Aaa	AAA		2.760	4.428	2.142	3.041	1.00	
3136AAHHB9 - FNMA Remic Trust 2013-124 20281225 2.50000 Bd	2.500	12/01/2028	1	97.480	1,387.06	Aaa	AA+		0.700	5.318	2.565	0.760	0.06	
3136AYRS4 - FNMA Remic Trust 2017-91 20450625 3.00000 Pc	3.000	06/01/2045	56	95.350	53,859.97	Aaa	AAA		1.970	4.743	3.146	2.285	2.15	
3137AJYG3 - FHLMC Remic Series 3973 20261215 2.50000 Pd	2.500	12/01/2026	20	97.030	19,898.17	Aaa	AA+		1.110	4.774	2.577	1.263	0.79	
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	7	95.520	6,870.32	Aaa	AAA		1.330	4.889	1.832	1.542	0.27	
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	03/01/2033	4	98.060	4,323.75	Aaa	AAA		0.880	5.827	3.059	0.847	0.17	
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	22	95.850	21,258.10	Aaa	AAA		1.370	4.894	2.087	1.556	0.85	
3137BVXR2 - FHLMC Remic Series 4661 20430515 3.00000 Ha	3.000	05/01/2043	30	98.420	29,753.15	Aaa	AAA		0.570	5.751	3.048	0.590	1.19	
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	06/01/2033	9	98.130	9,117.71	Aaa	AA+		0.980	5.489	3.694	0.948	0.36	3.152
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	2	100.290	1,846.43	Aaa	AAA		2.430	4.565	5.484	2.737	0.07	
31398SRE5 - FNMA Remic Trust 2010-137 20251225 2.50000 Cj	2.500	12/01/2025	0	97.620	483.96	Aaa	AA+		0.750	5.283	2.561	0.858	0.02	2.500
38380YR49 - Government National Mortgage Association	3.500	05/01/2045	62	97.270	60,856.83	Aaa	AAA		1.290	5.095	3.598	1.386	2.42	

Debt Service Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield
DESTCI - City of Destin (Prices as of 12/29/2023)	2.505	09/14/2027	2,554	97.902	2,510,422.20			1.107	4.881	2.562	1.226	99.99	2.740

MBS

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3128MFDL9 - FHLMC Giant Mbs Gold Comb 15 3.500 20320701 3.	3.500	07/01/2032	50	97.440	48,706.94	Aaa	AAA	2.620	4.642	3.592	3.063	1.94	3.111
3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	17	95.350	16,368.15	Aaa	AAA	3.050	4.673	3.146	3.397	0.65	2.529
3138ASSA6 - FNMA Umbs Int 15 Year 3.500 20260901 3.	3.500	09/01/2026	37	98.020	36,393.62	Aaa	AAA	1.000	5.112	3.571	1.151	1.45	3.954
3138EP2P8 - FNMA Super Int 15 Year 4.000 20290701 4.	4.000	07/01/2029	54	98.530	53,515.86	Aaa	AAA	1.810	4.862	4.060	2.052	2.13	3.374
3138ERB90 - FNMA Super Int 15 Year 3.500 20310201 3.	3.500	02/01/2031	11	97.480	10,669.66	Aaa	AAA	2.280	4.702	3.590	2.595	0.42	
3138WCC27 - FNMA Umbs Int 15 Year 3.500 20290701 3.	3.500	07/01/2029	16	97.590	15,690.18	Aaa	AAA	1.940	4.782	3.586	2.197	0.62	2.805
3138WJGA0 - FNMA Umbs Int 15 Year 2.500 20311101 2.	2.500	11/01/2031	3	94.340	3,270.91	Aaa	AAA	2.710	4.613	2.650	3.014	0.13	2.055
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	19	92.330	17,144.69	Aaa	AAA	2.460	4.976	1.625	2.644	0.68	1.240
3140XF3M1 - FNMA Super Int 20 Year 4.500 20381101 4.	4.500	11/01/2038	42	99.270	42,119.15	Aaa	AAA	2.400	4.786	4.533	2.737	1.68	4.131
31417YTV9 - FNMA Pass-Thru Int 20 Year 4.000 20301101 4.	4.000	11/01/2030	17	98.100	16,413.55	Aaa	AAA	2.370	4.774	4.077	2.737	0.65	
31418CG99 - FNMA Umbs Int 20 Year 3.500 20370301 3.	3.500	03/01/2037	4	95.400	3,406.42	Aaa	AAA	4.140	4.515	3.669	4.891	0.14	3.100
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	16	95.550	15,320.30	Aaa	AAA	2.850	4.630	3.140	3.233	0.61	2.531
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	14	91.960	12,556.03	Aaa	AAA	2.600	4.844	1.631	2.773	0.50	1.265
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	6	97.430	5,548.18	Aaa	AAA	2.180	4.457	3.592	2.241	0.22	2.851
83164MP94 - Sba Pc Var Qtrly Adj 5.250 20281225 5.	5.750	11/01/2028	15	100.220	15,178.18	Aaa	AAA	0.180	5.875	5.737	2.671	0.60	

Treasuries

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912797FW2 - Treasury Bill	0.000	01/04/2024	38	99.970	37,988.60	U.S./#Aaa	U.S.	0.017	1.831	0.000	0.016	1.51	5.279
9128282Y5 - United States Treas Nts 2.125%09/30/24 2.125%	2.125	09/30/2024	130	97.950	128,014.30	U.S./#Aaa	U.S.	0.734	4.923	2.169	0.754	5.10	1.427
912828B66 - United States Treas Nts 2.75%02/15/24 2.75%0	2.750	02/15/2024	104	99.690	104,734.56	U.S./#Aaa	U.S.	0.129	5.091	2.759	0.131	4.17	4.716
91282CBM2 - United States Treas Nts 0.125%02/15/24 0.125%	0.125	02/15/2024	44	99.380	43,747.53	U.S./#Aaa	U.S.	0.128	4.906	0.126	0.131	1.74	0.210
91282CCG4 - United States Treas Nts 0.25%06/15/24 0.25%0	0.250	06/15/2024	164	97.820	160,440.48	U.S./#Aaa	U.S.	0.450	5.081	0.256	0.462	6.39	1.572
91282CDN8 - United States Treas Nts 1%12/15/24 1%12/1	1.000	12/15/2024	189	96.430	182,325.00	U.S./#Aaa	U.S.	0.936	4.843	1.037	0.962	7.26	1.508
91282CEQ0 - United States Treas Nts 2.75%05/15/25 2.75%0	2.750	05/15/2025	20	97.630	19,592.48	U.S./#Aaa	U.S.	1.327	4.540	2.817	1.375	0.78	4.071
91282CFP1 - United States Treas Nts 4.25%10/15/25 4.25%1	4.250	10/15/2025	22	99.810	22,149.80	U.S./#Aaa	U.S.	1.706	4.358	4.258	1.795	0.88	3.922
91282CHB0 - US Treasury N/B	3.625	05/15/2026	120	98.840	119,133.82	U.S./#Aaa	U.S.	2.243	4.140	3.668	2.375	4.75	4.109

Emergency Operating Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield
DESTC1 - City Of Destin (Prices as of 12/29/2023)	2.619	11/27/2026	3,470	97.784	3,406,335.93			1.223	4.810	2.681	1.382	99.97	2.676
<u>Cash</u>													
-													
CASHCASH6 - OPENING BALANCE	0.000	12/31/2023	16	100.000	16,104.87	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.005	0.47	0.000
<u>ABS</u>													
-													
05522RDH8 - Bank of America Credit Card Trust	4.980	11/15/2026	34	101.160	34,464.95	Aaa		2.610	4.647	4.923	2.866	1.01	
12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	07/15/2027	72	97.410	70,217.52		AAA	1.120	5.287	3.018	1.181	2.06	2.941
14044EAD0 - Capital One Prime Auto Receivables Trust	5.820	03/15/2027	33	102.380	33,860.09	Aaa		2.130	4.733	5.685	2.342	0.99	
14317DAC4 - Carmax Auto Owner Trust 2021-3 20260615 0.00000 a-3	0.550	06/15/2026	66	96.890	63,756.56	Aaa	AAA	0.640	5.881	0.568	0.637	1.87	0.553
233869AC0 - DTRT 2022-1 A3 5.23% 02/17/2026	5.230	02/15/2026	53	99.810	53,007.10	Aaa		0.800	5.548	5.240	0.844	1.56	
254683CX1 - Discover Card Exe Tr 2022-4 20271015 0.00000 a	5.030	10/15/2027	39	100.390	39,228.39		AAA	1.660	4.848	5.010	1.784	1.15	5.033
362590AC5 - Gm Fin Cons Atmb Tr 2020-3 20250716 0.00000 a3	0.450	04/16/2025	3	99.670	2,933.39	Aaa	AAA	0.060	6.274	0.451	0.060	0.09	0.404
41285JAD0 - HDMOT 2023-A A3 5.05% 12/15/2027	5.050	09/15/2027	45	99.850	45,589.00	Aaa		1.500	4.949	5.058	1.507	1.34	5.052
43813GAC5 - HAROT 2021-1 A3 0.27% 04/21/2025	0.270	03/01/2025	17	98.790	17,157.68	Aaa	AAA	0.210	5.845	0.273	0.221	0.50	0.270
448977AD0 - Hyundai Auto Rec Tr 2022-a 20261015 0.00000 a-3	2.220	10/15/2026	71	97.730	69,341.77		AAA	0.730	5.357	2.272	0.762	2.04	2.221
47787JAC2 - John Deere Owner Tr 2022 20260915 0.00000 a-3	2.320	09/15/2026	62	97.770	60,368.05	Aaa		0.730	5.447	2.373	0.768	1.77	2.325
47788UAC6 - John Deere Owner Tr 2021 20250915 0.00000 a-3	0.360	09/15/2025	35	98.220	34,422.99	Aaa		0.340	5.999	0.367	0.352	1.01	
47800CAC0 - JDOT 2023-A A3 5.01% 11/15/2027	5.010	11/15/2027	72	100.190	72,277.08	Aaa		1.660	4.963	5.000	1.786	2.12	5.014
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	33	97.760	31,810.93	Aaa	AAA	0.410	6.211	0.338	0.407	0.93	0.330
92348KAH6 - Verizon Master Trust 2022-2 20280720 0.00000 a	1.530	07/20/2028	72	96.330	69,385.14	Aaa	AAA	1.420	4.152	1.588	1.471	2.04	1.534
92348KAS2 - Verizon Master Trust 2022-4 20281120 0.00000 a	3.400	11/20/2028	72	97.770	70,455.60	Aaa		1.860	4.854	3.478	1.978	2.07	
<u>Agencies</u>													
-													
3133EN4N7 - Federal Farm Credit Banks Bds Usd (Sec Regd)	4.250	12/20/2024	71	99.420	70,663.64	Aaa	AAA	0.942	4.865	4.275	0.975	2.07	4.330
3134GVB31 - Federal Home Ln Mtg Corp Call 0.75%052825 Call 0	0.750	05/28/2025	78	95.100	74,228.38	Aaa	AAA	1.376	4.361	0.789	1.411	2.18	4.185
3134GXR63 - Federal Home Ln Mtg Corp Call 4.05%082825 Call 4	4.050	08/28/2025	108	99.370	108,765.45	Aaa	AA+	0.923	4.444	4.076	1.663	3.19	4.553
742651DT6 - Private Expt Fdg Corp Nt 3.55%24 Nt 3.5	3.550	01/15/2024	144	99.930	146,228.00	Aaa		0.044	5.047	3.552	0.046	4.29	0.389
742651DX7 - Private Export Funding Corp. 1.75% Snr Sec Pidi Nts 15/11/20	1.750	11/15/2024	72	97.020	70,008.40	Aaa	AAA	0.853	5.266	1.804	0.880	2.05	1.766
880591ER9 - Tennessee Valley Auth Sr Nt 2.875%24 Sr Nt	2.875	09/15/2024	122	98.510	121,195.48	Aaa	AA+	0.692	5.028	2.918	0.713	3.56	3.880
<u>CMBS</u>													
-													
3137BGK24 - FHLMC Remic Series K-043 20241225 3.06200 a-2	3.062	12/01/2024	36	98.020	35,832.47	Aaa	AAA	0.880	5.148	3.124	0.910	1.05	
<u>CMO</u>													
-													
3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	08/01/2026	18	97.660	17,456.80	Aaa	AAA	0.730	5.364	2.560	0.817	0.51	
3136A6AA2 - FNMA Remic Trust 2012-52 20270525 2.00000 Da	2.000	05/01/2027	58	96.000	55,341.45	Aaa	AAA	1.150	4.912	2.083	1.241	1.62	
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	08/01/2032	90	93.390	83,741.35	Aaa	AAA	2.760	4.428	2.142	3.041	2.46	
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	26	95.520	25,211.08	Aaa	AAA	1.330	4.889	1.832	1.542	0.74	
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	03/01/2033	15	98.060	14,399.29	Aaa	AAA	0.880	5.827	3.059	0.847	0.42	
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	61	95.850	58,654.99	Aaa	AAA	1.370	4.894	2.087	1.556	1.72	
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	06/01/2033	19	98.130	18,603.41	Aaa	AA+	0.980	5.489	3.694	0.948	0.55	3.152
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	8	100.290	8,379.32	Aaa	AAA	2.430	4.565	5.484	2.737	0.25	
31397QLT3 - FNMA Remic Trust 2011-4 20400425 3.00000 Pk	3.000	04/01/2040	2	99.290	1,628.44	Aaa	AA+	0.220	6.199	3.021	0.194	0.05	
31398FN98 - FNMA Remic Trust 2009-87 20370825 5.00000 Qa	5.000	08/01/2037	0	100.000	128.17	Aaa	AA+			5.000	13.589	0.00	
38374L5Y3 - GNMA Remic Trust 2005-74 20350916 7.50000 Hb	7.500	09/01/2035	10	101.040	9,916.94	Aaa	AA+	1.100	5.472	7.423	1.222	0.29	6.848

MBS

Emergency Operating Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield
DESTC1 - City Of Destin (Prices as of 12/29/2023)	2.619	11/27/2026	3,470	97.784	3,406,335.93								
-													
3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	57	95.350	54,418.78	Aaa	AAA	3.050	4.673	3.146	3.397	1.60	2.529
3128MMRL9 - FHLMC Giant Mbs Gold Comb 15 3.500 20281101 3.	3.500	11/01/2028	76	97.730	74,640.89	Aaa	AAA	1.730	4.822	3.581	1.945	2.19	3.885
3128MMVM2 - FHLMC Giant Mbs Gold Comb 15 2.500 20311101 2.	2.500	11/01/2031	50	94.280	47,686.89	Aaa	AAA	2.670	4.616	2.652	2.978	1.40	2.067
3132A8SY6 - FHLMC Super 15y Fixed 2.000 20320101 2.	2.000	01/01/2032	23	92.770	21,579.68	Aaa	AAA	2.660	4.631	2.156	2.893	0.63	1.622
3138EHQ21 - FNMA Umbs Int 15 Year 5.000 20240901 5.	5.000	09/01/2024	0	100.570	20.87	Aaa	AAA	0.140	6.612	4.972	0.142	0.00	4.204
3140X7WA3 - FNMA Super Int 15 Year 2.500 20350201 2.	2.500	02/01/2035	10	94.760	9,414.29	Aaa	AAA	2.260	4.640	2.638	2.584	0.28	2.153
3140X8BF3 - FNMA Super Int 15 Year 4.000 20340601 4.	4.000	06/01/2034	22	98.630	22,048.52	Aaa	AAA	2.490	4.689	4.056	2.893	0.65	3.499
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	63	92.330	58,188.04	Aaa	AAA	2.460	4.976	1.625	2.644	1.71	1.240
31418CG99 - FNMA Umbs Int 20 Year 3.500 20370301 3.	3.500	03/01/2037	17	95.400	15,896.62	Aaa	AAA	4.140	4.515	3.669	4.891	0.47	3.100
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	60	95.550	57,451.12	Aaa	AAA	2.850	4.630	3.140	3.233	1.69	2.531
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	76	91.960	69,628.92	Aaa	AAA	2.600	4.844	1.631	2.773	2.04	1.265
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	16	97.430	16,028.05	Aaa	AAA	2.180	4.457	3.592	2.241	0.47	2.851
83164MP94 - Sba Pc Var Qtrly Adj 5.250 20281225 5.	5.750	11/01/2028	68	100.220	68,301.81	Aaa	AAA	0.180	5.875	5.737	2.671	2.00	

Treasuries

-													
912797FW2 - Treasury Bill	0.000	01/04/2024	68	99.970	67,979.60	U.S./#Aaa	U.S.	0.017	1.831	0.000	0.016	2.00	5.279
9128282Y5 - United States Treas Nts 2.125%09/30/24 2.125%	2.125	09/30/2024	213	97.950	209,746.51	U.S./#Aaa	U.S.	0.734	4.923	2.169	0.754	6.16	1.169
912828B66 - United States Treas Nts 2.75%02/15/24 2.75%0	2.750	02/15/2024	144	99.690	145,017.08	U.S./#Aaa	U.S.	0.129	5.091	2.759	0.131	4.26	4.716
91282CBM2 - United States Treas Nts 0.125%02/15/24 0.125%	0.125	02/15/2024	146	99.380	145,162.25	U.S./#Aaa	U.S.	0.128	4.906	0.126	0.131	4.26	0.210
91282CCG4 - United States Treas Nts 0.25%06/15/24 0.25%0	0.250	06/15/2024	18	97.820	17,609.32	U.S./#Aaa	U.S.	0.450	5.081	0.256	0.462	0.52	0.454
91282CDN8 - United States Treas Nts 1%12/15/24 1%12/1	1.000	12/15/2024	252	96.430	243,099.99	U.S./#Aaa	U.S.	0.936	4.843	1.037	0.962	7.13	0.980
91282CEQ0 - United States Treas Nts 2.75%05/15/25 2.75%0	2.750	05/15/2025	27	97.630	26,449.85	U.S./#Aaa	U.S.	1.327	4.540	2.817	1.375	0.78	4.071
91282CFP1 - United States Treas Nts 4.25%10/15/25 4.25%1	4.250	10/15/2025	114	99.810	114,776.23	U.S./#Aaa	U.S.	1.706	4.358	4.258	1.795	3.37	4.200
91282CHB0 - US Treasury N/B	3.625	05/15/2026	218	98.840	216,426.45	U.S./#Aaa	U.S.	2.243	4.140	3.668	2.375	6.35	4.042

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James Camp, CFA

Managing Director and
Portfolio Manager

Joseph Jackson, CFA

Portfolio Co-Manager

Burton Mulford, CFA

Portfolio Co-Manager

Sheila King, CFA

Portfolio Co-Manager

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Market Overview^{1,2}

The bond market, as measured by the Bloomberg U.S. Aggregate Bond Index, gained 6.82% during the fourth quarter and ended the year with a positive return of 5.53%. The abrupt fall in interest rates along the U.S. Treasury yield curve during November and December, coupled with broad tightening of corporate credit spreads, led the index to its strongest fourth-quarter return since 1985. The annual return of 5.53% was above the index's 4.79% median annual return for the past 30 years, despite the year-long volatility and extreme pessimism over taking longer duration.

The yield on the benchmark 10-year U.S. Treasury note fell 105 basis points (bps) from its peak of 4.93% on Oct. 31, and it closed the year at 3.88%. Shockingly, this is the same level where the 10-year note began the year. Year-over-year comparisons do not adequately reflect the volatile movements that U.S. interest rates experienced throughout 2023. The 10-year yield dropped as low as 3.25% during March's banking crisis before beginning a persistent ascent in subsequent months. It reached an intra-day high of 5.02% in October, which marked a 16-year high.

The strong two-month rally that finished 2023 unwound the move higher in yields along the belly of the curve. Investor optimism was fueled by the belief that the U.S. Federal Reserve (Fed) will be able to achieve its desired soft-landing scenario in 2024. The risk-on rally and rapid retreat in rates was exacerbated by the Fed's own updated projections, suggesting that it would begin cutting interest rates earlier and further than implied.

Portfolio Review^{1,2}

Taxable Portfolios

Investment-grade corporate bonds, as measured by the Bloomberg U.S. Corporate Bond Index, gained 8.52% during the quarter. The index's total return for the year was 8.51%, which surpassed its 8.15% median annual return since inception. Positive performance for the quarter was predominately driven by a sharp fall in interest rates and compounded by the effects of tightening corporate credit spreads. The average corporate credit spread moved 22 bps lower, from 1.21% at the end of September to 0.99% by the end of December, which was the lowest spread level since January 2022. Spreads were relatively resilient throughout the quarter, anchored by the broad risk-on rally.

Corporate bonds outperformed all other major taxable fixed-income sectors on a total return basis and outperformed relative to U.S. Treasuries on a duration-adjusted basis. Government-related securities and securitized products (asset-backed, mortgage-backed, and commercial mortgage-backed securities) posted a positive total return during the quarter and outperformed relative to Treasuries.

Tax-sensitive Portfolios

We started 2023 with heightened concerns of a recession, and while it was a rollercoaster of a year for all investment markets, municipals finished the year with strong annual performance. The Bloomberg Municipal Bond Index posted a cumulative gain of 8.67% in November and December of 2023, which was one of its strongest two-month gains in history. As a result, the municipal index finished the year up 6.4%, with a gain

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of 7.89% in the fourth quarter and a dramatic rebound from a trajectory that had been headed toward a negative year.

The rebound in municipal bonds was the result of economic indicators no longer pointing to a 2023 recession and market participants believing that a 2024 soft landing is possible. With the Fed shifting its outlook and suggesting lower rates in the future, we are optimistic that the municipal bond market is likely to continue its positive performance – but at a decelerated rate – in 2024. Although we have a positive view of the municipal market, there remain concerns that include continued geopolitical risks, growing federal deficits, and fiscal uncertainty ahead of the 2024 presidential election.

The municipal yield curve shifted lower by 102 to 119 bps across the curve, with the AAA 10-year yield declining from 3.44% to 2.27% at the end of the quarter. As a result, AAA Municipal to Treasury yield ratios richened significantly, with the 5-year, 10-year, and 30-year ratios more expensive by 16 percentage points (pp), 17 pp, and 10 pp, ending at 57%, 58%, and 84%, respectively. The relative value we saw prior to November has essentially diminished, but we believe that investors can still benefit from locking in tax-efficient income from coupon payments.

As of the end of December, the Bloomberg Municipal Bond Index's yield-to-worst was 3.22% (a tax-equivalent yield of 5.44%). Yield-to-worst for the 7-year and 15-year Bloomberg Municipal Bond benchmarks was 2.73% and 3.27%, respectively, at the month's end. Given the relative richness of the market, we will focus on reinvesting bond proceeds in the intermediate-to-longer end of the curve, where we believe there is more value. We will also look for opportunities to sell credits that we believe are at peak prices and/or showing weakness in their credit fundamentals.

Taxable and tax-exempt municipal bond issuance was at its lowest in the last five years – totaling \$380 billion in 2023 – down 3% from the prior year. December issuance was no exception, totaling a minuscule \$23.8 billion, which was well below the month's 10-year average of \$33.5 billion. With rates rising over the last two years, the refunding of bonds became out-of-the-money and no longer economical for many issuers in 2023. As a result, refundings for bonds totaled \$50.8 billion in 2023, 56% below the 10-year average. Tax revenues have also been healthy over the last several years, meaning that increased reserves and leftover federal pandemic stimulus money have reduced municipalities' need to issue debt.

New issuance forecast is mixed across the market, in a rather significant spread ranging from \$330 billion to \$450 billion. For reference, the record high for municipal issuance was \$484 billion in 2020. A better refunding environment, fewer stimulus funds, and increased new money needs from delayed projects point to growth in new issuance in 2024. Our expectation is for new issuance to remain flat to slightly higher in 2024, although heavier issuance is possible in the first half of the year due to national elections taking place in the second half.

Given 2023's market volatility, investors continued to withdraw money from municipal bond mutual funds, although at a decelerated pace. In the fourth quarter, net outflows totaled \$7.2 billion, which brought total 2023 net outflows to \$16 billion. This is significantly less than 2022's net outflows of \$120 billion. Despite these outflows, exchange-traded funds (ETFs) continued their inflow trend from last year, totaling \$30 billion of inflows in 2022 and \$12 billion in 2023. Much of the 2023 inflows occurred in the final months of the year as investors took advantage of

tax-loss harvesting before year end. After two consecutive years of net outflows and rates tapering off from their highs, we expect investor sentiment and fund flows to return to positive in 2024.

Municipal default rates have remained historically low, with Moody's reporting an average cumulative default rate of 0.08% over a 5-year horizon. Credit quality remained healthy in 2023, and we expect this to persist into 2024. We have a positive bias in favor of state and local government sectors, due to their healthy levels of reserves and strong financial governance. Most state and local governments entered the pandemic with strong reserve levels, and the additional federal pandemic aid has encouraged the development of a cushion.

We remain overweight the electric and water and sewer sectors, given the essential nature of both. We are closely monitoring sectors that include healthcare and higher education. U.S. not-for-profit hospitals and healthcare systems experienced significant margin compressions in 2022 due to higher labor and supply costs, which were a drag on earnings. The healthcare sector's one-time federal stimulus funding during COVID-19 has also tapered off, and while these funds provided short-term relief, there was a structural mismatch of revenues and expenses. We have seen improvements in the healthcare sector in 2023: Expense growth has decelerated while there have been modest rebounds in patient volumes and higher reimbursement rates. However, we will continue to monitor the sector and our holdings closely.

Higher education also experienced an increase in expenses in 2022 and 2023, which led to operating deficits for a growing number of institutions. Although we expect an uptick in enrollment and net tuition revenues in 2024, with tuition revenues accounting for

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roughly 68% and 40%, respectively, of private and public university operating revenues, we will closely monitor enrollment levels across the sector.

Of course, any negative market events, such as a recession, could pressure the financial performance of every sector. Therefore, the monitoring of municipal credit quality is a top priority of our credit team. We will follow these sectors and others, adjusting our holdings as necessary. We are currently underweight both the hospital and higher education sectors, with the bonds we own in those sectors averaging AA credit quality.

Outlook^{1,2}

From a macroeconomic perspective, we are nearing an inflection point as we enter 2024. The U.S. economy withstood massive pressures in 2023: high inflation, aggressive monetary tightening, a banking crisis, a global economic slowdown, and wars in Ukraine and the Middle East. For many market participants, the question remains whether the economy will enter a recession or continue looking like it could make a soft landing. First, let's address where the economy stands, but as we'll highlight later, the attractiveness of the fixed income market doesn't solely rely on either outcome.

The typical economic pattern heading into recessions starts with a downturn in the housing market, followed by weakness in new orders, which then spreads to decreased production, margin compression, and negative profits, culminating in companies laying off workers. In the current cycle, the housing market has already rolled over, manufacturing new orders and industrial production are in contraction, and we

experienced an earnings recession that ended in the third quarter of 2023. Other notable cracks in the economy include tight credit conditions, rising credit card and auto delinquencies, stubbornly weak business confidence, and negative trends in the average weekly overtime hours and agency temporary help payrolls that tend to lead the overall labor market.

The last link in the recession chain depends on a meaningful increase in unemployment. So far, none of the dynamics just mentioned have translated into any meaningful softness in the most important labor market indicators: initial jobless claims and continuing claims. Additionally, two key counterpoints are forming to oppose a recession call. Productivity has been rising since it bottomed in the second half of 2022, and relatedly, corporate earnings growth turned positive in the third quarter of 2023 after enduring an earnings recession. Earnings are expected to improve again in the current earnings season, for the fourth quarter of 2023. These factors reduce the need for corporations to shed jobs, which could either break the recessionary pattern or delay it considerably.

As we learned in 2023, predicting which way the economy might swing has been considerably more difficult in the current cycle. Many macroeconomic signals have been distorted by seismic shifts in data, created by the deep contraction in 2020 and the subsequent snapback, along with massive fiscal and monetary policy responses, the unequal recovery of wealth, and changes in labor market behavior. Regardless of whether a recession hits, it's unlikely that the dynamics that drove the acceleration of real gross

domestic product (GDP) growth in 2023 will continue.

As we discussed in our third-quarter commentary, we believe that four key factors explained the economic resilience of the past year:

1. the lagging effect of monetary policy,
2. underappreciated cash buffers on household and corporate balance sheets,
3. significant fiscal spending, and
4. immigration propping up growth in the labor market.

Some of these factors, by definition, will start putting more strain on the economy as we move further into the year (e.g., the lagging effects of the Fed's interest rate hikes). Cash buffers are also continuing to diminish, especially for the bottom 80% of households by income distribution with the personal savings rate persistently below trend for 24 months and inflation chipping away at people's purchasing power. It's hard to assess how the controversial topics of fiscal spending and immigration will play out, especially in an election year. However, it's important to note that from a GDP growth perspective, it's not enough for fiscal spending to simply remain at the current high levels in 2024, because that would be a growth rate of 0%. Government spending will need to increase for fiscal dominance to remain a tailwind.

More importantly, the case for fixed income remains attractive whether the economy dips into recession or the Fed successfully achieves a soft landing because we are likely getting closer to rate cuts. However, it's not going to be a smooth ride. Investors should

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expect elevated volatility, especially in the short term, given that the intense rally in U.S. Treasuries over the past two months appears to be overdone.

The fed fund futures market is now pricing in six interest-rate cuts by the end of 2024 based on a soft-landing scenario as risk markets (i.e., equities and credit) appear sanguine about a downturn. Six rate cuts is a tall order without considerable weakness in growth since we expect inflation to remain sticky. Although we do expect growth to weaken, there's plenty of time for markets to return to earth in the short run, which could push interest rates higher. However, it's also hard to envision the development of conditions resembling those that led the 10-year U.S. Treasury yield to 5%, considering Fed officials effectively cemented their monetary policy pivot. After Fed officials increased their own projections for the

number of rate cuts in 2024, Fed Chair Jerome Powell did nothing following the last Federal Open Market Committee meeting to push back on dovish market expectations.

It's also likely that any pullback in U.S. Treasuries would get bought up quickly by the surplus of cash remaining on the sidelines. Toward the end of the year, as investors rotated into risk assets broadly, money market instruments experienced one of their largest weekly outflows since October. Fixed income instruments were one of the biggest beneficiaries of money market reallocations: Investment-grade funds saw their largest weekly inflow since July 2023, and they experienced double the average weekly pace of inflows seen earlier in the year. This intuitively makes sense: Investors understand that if they wait to see cash returns decrease due to Fed cuts in short-term rates, it will be

too late to capitalize on today's levels at the longer end of the yield curve. The market is likely to discount those cuts ahead of time.

When analyzing the 1-, 3-, and 5-year periods following a pause in the previous five rate hike cycles, the average total return for fixed income instruments outperforms money market funds to a noticeable degree.

We have long been advocates for gradually increasing fixed income holdings throughout the Fed's hiking cycle, because reversions in performance can happen precipitously. As mentioned above, the 3.88% yield on the 10-year note is exactly the same heading into 2024 as it was one year ago, heading into 2023. Although 2023 was volatile, it ultimately proved to be a strong year for fixed income returns, and we continue to believe that fixed income investments remain attractive.

1. References to specific securities are intended to illustrate the types of securities Eagle may hold in this portfolio. They are not intended as representations of specific investment recommendations that would have been profitable to an investor. Past performance is not a guarantee of future results. Opinions and estimates offered constitute Eagle's judgment and are subject to change without notice as are statements of financial-market trends, which are based on current market conditions. Investing involves risk, including the possible loss of principal.

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2. Sources: Investor Tools Perform and Yield Book

Investing in bonds involves risks that may adversely affect the value of your investment such as inflation risk, credit risk, call risk, interest rate risk, and liquidity risk, among others. The two most prominent factors are interest rate movements and the credit worthiness of the bond issuer. Investors should pay careful attention to the types of fixed income securities that comprise their portfolios and remember that, as with all investments, there is the risk of loss of capital. A Real Estate Mortgage Investment Conduit (REMIC) is a type of multiclass mortgage-related security in which interest and principal payments from mortgages are structured into separately traded securities. These classes are distinguished by their sensitivity to the prepayment risk of the underlying mortgage-related collateral. Therefore, they may be more or less sensitive to prepayment risk, bear different interest rates, and have various average lives and final maturities.

Asset-backed securities (ABS) and mortgage-backed securities (MBS) are created by pooling loans from a variety of sources and issuing bonds that are backed by these loans. Creditworthiness stems from the credit quality of the underlying loans, as opposed to corporate bonds in which creditworthiness is derived from the earning power of the issuing company. The primary risk of these securities is interest-rate risk. Rising interest rates might cause loan principal prepayments to slow, resulting in less available principal to invest at prevailing higher rates. Conversely, rate decreases might accelerate prepayments, leaving more dollars to invest at lower rates.

Investment-grade refers to fixed-income securities rated BBB or better by Standard & Poor's or Baa or better by Moody's.

Convertible securities and preferred stock combine the fixed income characteristics of bonds with some of the potential for capital appreciation of equities and, thus, may be subject to greater risk than pure fixed-income instruments. Unlike bonds, preferred stock and some convertible securities do not have a fixed par value at maturity, and in this respect may be considered riskier than bonds. Convertible securities may include convertible bonds, convertible preferred stocks and other fixed-income instruments that have conversion features.

Investments in high-yield bonds and convertible securities are subject to the client's authorization, as set forth in the Investment Management Agreement. Such investments may be subject to greater risks than other fixed-income investments. The lower rating of high-yield bonds (less than investment grade) reflects a greater possibility that the financial condition of the issuer or adverse changes in general economic conditions may impair the ability of the issuer to pay income and principal. Periods of rising interest rates or economic downturns may cause highly leveraged issuers to experience financial stress, and thus markets for their securities may become more volatile. Moreover, to the extent that no established secondary market exists, there may be thin trading of high-yield bonds, which increases the potential for volatility.

Bond Ratings: Ratings are by Moody's, S&P, and/or Fitch. Ratings provided by nationally recognized statistical rating organizations, also called ratings agencies, are appraisals of a particular issuer's creditworthiness, including the possibility that the issuer will not be able to pay interest or repay principal. Ratings are not recommendations to buy, sell or hold a security, nor do ratings remove market risk. Securities with the same rating can actually trade at significantly different prices. In addition, ratings are subject to review, revision, suspension, reduction or withdrawal at any time, and a rating agency may place an issuer under review or credit watch. Additionally, Fitch reports are available for municipal bonds. More about ratings is available at moodys.com, standardandpoors.com, and fitchratings.com.

Definitions

The AAA Municipal to Treasury yield ratio is a comparison of the yield of AAA municipal bonds to U.S. Treasuries. It aims to ascertain whether AAA municipal bonds are an attractive buy in comparison.

Basis points (bps) are measurements used in discussions of interest rates and other percentages in finance. One basis point is equal to 1/100th of 1%, or 0.01%.

Capitalized interest is interest the unpaid interest that is added to a loan balance. Lenders then incur increased interest charges on the interest they have accrued.

A credit spread is the difference in yield between a U.S. Treasury bond and another debt security with the same maturity but different credit quality. Also referred to as "bond spreads" or "default spreads," credit spreads are measured in basis points, with a 1% difference in yield equaling a spread of 100 basis points. Credit spreads reflect the risk of the debt security being compared with the Treasury bond, which is considered to be risk-free. Higher quality securities have a lower chance of the issuer defaulting. Lower quality securities have a higher chance of the issuer defaulting.

Credit spread widening occurs when the difference in yields between U.S. Treasuries and other types of bonds, like corporate credit, increases. This widening occurs because the prices of the non-Treasury bonds have decreased (with yields moving in the opposite direction of prices), in response to concerns about credit quality or fears about deteriorating economic conditions that cause investors to prefer the comparable safety of U.S. Treasuries.

Credits are a generic term for fixed-income securities such as corporate bonds, mortgage- or asset-backed securities, municipal bonds, or emerging market bonds.

Duration incorporates a bond's yield, coupon, final maturity and call features into one number, expressed in years, that indicates how price-sensitive a bond or portfolio is to changes in interest rates. Bonds with higher durations carry more risk and have higher price volatility than bonds with lower durations.

An earnings recession is considered to be two or more consecutive quarters of declining corporate year-over-year profits.

The Federal Open Market Committee (FOMC) is the division of the Federal Reserve that sets monetary policy by managing open market operations. By doing this, the Fed influences the fed funds rate, which impacts other interest rates. The FOMC does this to either contract or expand the economy, depending on current market conditions.

Fiscal dominance is an economic condition that occurs when a country's debt and deficit levels are sufficiently high that monetary policy ceases to be an effective tool for controlling inflation. In fact, persistently high interest rates in an environment of perpetually large deficits actually risks exacerbating inflation.

Fiscal policy refers to the tax collection and spending a government uses to influence its country's economy.

Fund flow is the net of all cash inflows and outflows into and out of a particular financial asset, sector, or index. It typically is measured on a quarterly or monthly basis. Investors and others look at the direction of fund flows for indications about the health of specific securities and sectors or the overall market.

Gross Domestic Product (GDP) is the total value of goods and services provided in a country during one year. Real GDP reflects the GDP numbers adjusted for inflation.

Lagged effects are the delayed impacts of a change in a variable, in this context the delayed effects on the economy of tightening monetary policy through increases in interest rates.

Margin compression is what happens when input costs rise faster than the sale price of a product. As a result, the producer's profit margins decline over time.

An overweight is a portfolio position, in a security or sector, that exceeds the allocation to a security or sector that a benchmark index has.

A policy rate is an interest rate set by a central bank or other monetary authority to influence the evolution of an economy's monetary variables such as consumer prices, exchange rates, or credit expansion.

Policy tightening is a course of action by a central bank, like the U.S. Federal Reserve, to contract monetary policy in an effort to slow down overheated economic growth, to constrict spending in an economy that is seen to be accelerating too quickly, or to curb inflation when it is rising too fast.

Refunding is the process in which an issuer of fixed-income securities such as bonds retires some of its outstanding callable bonds and replaces them with new bonds. Issuers refund bonds to reduce financing costs by replacing the old bonds with new ones that have more favorable terms to the issuer.

Risk asset is a term referring to assets such as equities, commodities, high-yield bonds, and other investments that have a significant degree of price volatility.

A risk-on rally is a market environment where the prices of risk assets rise due to optimistic investor sentiment.

Securitized products, such as asset-backed securities (ABS) and mortgage-backed securities (MBS), are created by pooling loans from a variety of sources and issuing bonds that are backed by these loans. Creditworthiness stems from the credit quality of the underlying loans, as opposed to corporate bonds in which creditworthiness is derived from the earning power of the issuing company. The primary risk of these securities is interest-rate risk. Rising interest rates might cause loan principal prepayments to slow, resulting in less available principal to invest at prevailing higher rates. Conversely, rate decreases might accelerate prepayments, leaving more dollars to invest at lower rates.

A soft landing is a cyclical slowdown in economic growth that avoids a recession.

Tailwind is a term used to describe events or market forces that exert a positive influence on an investment's performance. The opposite of a tailwind is a headwind, which contributes to an investment's underperformance.

Total return, when measuring performance, is the actual rate of return of an investment or a pool of investments over a given period. Total return includes interest, capital gains, dividends, and distributions realized over the specified period. Total return accounts for two categories of return: income including interest paid by fixed-income investments, distributions, or dividends and capital appreciation, representing the change in the market price of an asset.

The University of Michigan Index of Consumer Sentiment is based on monthly telephone surveys in which at least 500 consumers in the continental United States are asked 50 questions about what they think now and what their expectations are for their personal finances, business conditions, and buying conditions. Their responses are used to calculate monthly measures of consumer sentiment that can be compared to a base value of 100 set in 1966.

Underweight describes a portfolio position in an industry sector or some other category that is less than the corresponding weight level in a benchmark portfolio.

A yield curve is a line that plots yields (interest rates) of bonds having equal credit quality but differing maturity dates. The slope of the yield curve gives an idea of future interest rate changes and economic activity.

Yield to worst is a measure of the lowest possible yield that can be received on a bond with an early retirement provision. It is a type of yield that is referenced when a bond has provisions that would allow the issuer to close it out before it matures. The yield to worst metric is used to evaluate the worst-case scenario for yield at the earliest allowable retirement date. It is always less than yield to maturity because it represents a return for a shortened investment period.

Indices

The Bloomberg U.S. Aggregate Bond Index is composed of the total U.S. investment-grade bond market. The market-weighted index includes Treasuries, agencies, commercial mortgage-backed securities (CMBS), asset-backed securities (ABS) and investment-grade corporates.

The Bloomberg U.S. Corporate Bond Index measures the investment grade, fixed-rate, taxable corporate bond market.

The Bloomberg U.S. Treasury Index measures U.S. dollar-denominated, fixed-rate, nominal debt issued by the U.S. Treasury. Treasury bills are excluded by the maturity constraint but are part of a separate Short Treasury Index.

The Bloomberg Municipal Bond Index is a rules-based, market-value-weighted index engineered for the long-term tax-exempt bond market.

The Bloomberg 1-Year Municipal Bond Index is an unmanaged index comprised of investment-grade municipal bonds with maturities of one to two years.

The Bloomberg 5-Year Municipal Bond Index is the five-year component of the Municipal Bond Index. It is an unmanaged index comprising investment-grade municipal bonds with maturities of four to six years.

The Bloomberg 7-Year Municipal Bond Index is the five-year component of the Municipal Bond Index. It is an unmanaged index comprising investment-grade municipal bonds with maturities of six to eight years.

The Bloomberg 10-Year Municipal Bond Index is an unmanaged index comprising investment-grade municipal bonds with maturities of 8 to 12 years.

The Bloomberg 15-year Municipal Bond Index is the 15-year component of the Municipal Bond Index. The Bloomberg 15-year Municipal Bond Index is an unmanaged index comprising investment-grade municipal bonds with maturities of 12 to 17 years.

The Bloomberg 22+ Year Municipal Bond Index is an unmanaged index comprised of investment grade municipal bonds with an average maturity of more than 22 years.

“Bloomberg” and the Bloomberg U.S. Aggregate Bond Index, Bloomberg U.S. Corporate Bond Index, Bloomberg Municipal Bond Index, Bloomberg U.S. Treasury Index, Bloomberg 1-Year Municipal Bond Index, Bloomberg 5-Year Municipal Bond Index, Bloomberg 7-Year Municipal Bond Index, Bloomberg 10-year Municipal Bond Index, Bloomberg 15-year Municipal Bond Index, and Bloomberg 22+ Year Municipal Bond Index are service marks of Bloomberg Finance L.P. and its affiliates, including Bloomberg Index Services Limited (“BISL”), the administrator of the indices (collectively, “Bloomberg”) and have been licensed for use for certain purposes by Raymond James Investment Management and Eagle Asset Management. Bloomberg is not affiliated with Raymond James Investment Management or Eagle Asset Management, and Bloomberg does not approve, endorse, review, or recommend the Eagle Asset Management Fixed Income strategy. Bloomberg does not guarantee the timeliness, accurateness, or completeness of any data or information relating to the Eagle Asset Management Fixed Income strategy.

Indices are unmanaged. One cannot invest directly in an index.

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 20, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.C.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Ryan Scott, City Engineer
Krystal Strickland, Finance Director

DATE: February 12, 2024

SUBJECT: Mobility Plan - Project Priority List

I. BACKGROUND:

At the March 1, 2021 City Council meeting, Council passed a motion to replace transportation concurrency (MMTD) with a **Mobility Fee-Based Plan**. Staff have been working with 3TP Ventures to create a Mobility Plan for the City to adopt and update the Transportation Concurrency requirements (Transportation Impact Fees). as part of the new Land Development Code rewrite project.

After an exhausted review and analysis of the City's streets, intersections, and sidewalks, a draft version of the projects to be included in the plan was presented to the public during a **Public Workshop** held on August 29, 2023. Staff also presented the recommendations and received feedback from the **Public Works/Public Safety Committee** on August 15, 2023, the **Parks and Recreation Committee** on August 22, 2023, and the **Local Planning Agency** on October 19, 2023. The agenda item materials show the lists of projects by phase and how each scored.

II. DISCUSSION:

The purpose of this agenda item is to brief the City Council on the phasing recommendations for the projects in the plan and receive feedback from the Council on the priorities as recommended. City Council feedback on the priorities is requested prior to bringing the **Draft Mobility Plan** forth for adoption, which is anticipated in the immediate coming months as the **Draft Mobility Plan** document is substantially complete and will be published for review as soon as possible after City Council is briefed on this item and has communicated its priorities to staff.

The Community Development Department has been working to vet, prioritize, and create final recommendations for the **Draft Mobility Plan**, which identifies projects to address

transportation needs through 2050. The **Draft Mobility Plan** includes a comprehensive list of projects the City can undertake and fund with mobility fees and other sources of funding.

In addition to being a roadmap for future transportation network investment, the priorities of the Mobility Plan will be used in calculating a new Mobility Fee for the City to replace the current Transportation Impact Fee. The background work to calculate the fee has been commenced and can be finalized after the **Draft Mobility Plan** is adopted.

All the projects in the **Draft Mobility Plan** have been identified for implementation in the **short, medium, or long term**. This phasing strategy is based on the prioritization methods developed by staff and the consultant team working on the project (shown as the benefit score in the materials) as well as the results of community engagement and City Committees' input around their stated priorities.

A. Link to Strategic Goals / Objectives:

- I. Financially sound city providing service excellence
- II. Enhanced quality of life and safety for families
- III. Economic development and revitalization
- IV. Effective, efficient and aesthetically pleasing infrastructure
- V. Improve mobility and connectivity
- VI. A green and sustainable environment

B. Effect on Budget (EOB): Prioritization and approval of the draft mobility plan will assist staff in calculating the effect on budget. The mobility fees collected will be applied towards the prioritized projects.

In August 2021, the City issued Purchase Order # 21128 to 3TP Ventures to hold sessions with stakeholders and to draft the mobility plan. The purchase order was issued in the amount of \$273,527 to be paid from general funds (community development professional services). There is an open balance to be paid on this purchase order in the amount of \$18,112.82.

C. Level of Service (LOS): Upgrade a variety of services and improve function, safety, and efficiencies throughout the city.

D. Legislative Sponsor:

III. CONCLUSION:

Staff is requesting City Council direction on the priorities prior to bringing the Draft Mobility Plan forth for adoption.

Staff and the consultant team will present a summary of the project recommendations followed by a facilitated discussion with City Council on specific questions or recommendations on projects that individual members have.

IV. RECOMMENDED MOTION: I move to direct the City Manager to work with Staff and 3TP Ventures to move forward with the Mobility Plan with the priorities as presented.

ALTERNATE MOTION:

I move to direct the City Manager to work with Staff and 3TP Ventures to move forward with the Mobility Plan with the following priority revisions:

Attachments:

1. DestinMobilityPlan_PrioritizationMemo_120523_V2

Destin Draft Mobility Plan and Next Steps

December 5, 2023

Overview

The draft Destin Mobility Plan includes more than 60 distinct transportation improvements that are estimated to cost approximately \$150 million (in present 2023 dollars). Each project would bring benefits to people that use the transportation system. However, the number and cost of the projects exceeds the City's capacity to implement them in the near term, making prioritization important.

Prioritization benefits the City in several ways:

- Prioritization helps make it clear to City officials and staff where to focus limited resources.
- Prioritization helps the City calculate a reasonable mobility fee.
- Prioritization helps the City make its case for funding from regional, state, and federal sources.
- Prioritization sets expectations with the public and decision-makers for what transportation improvements are likely to happen in the near, medium, and long terms.

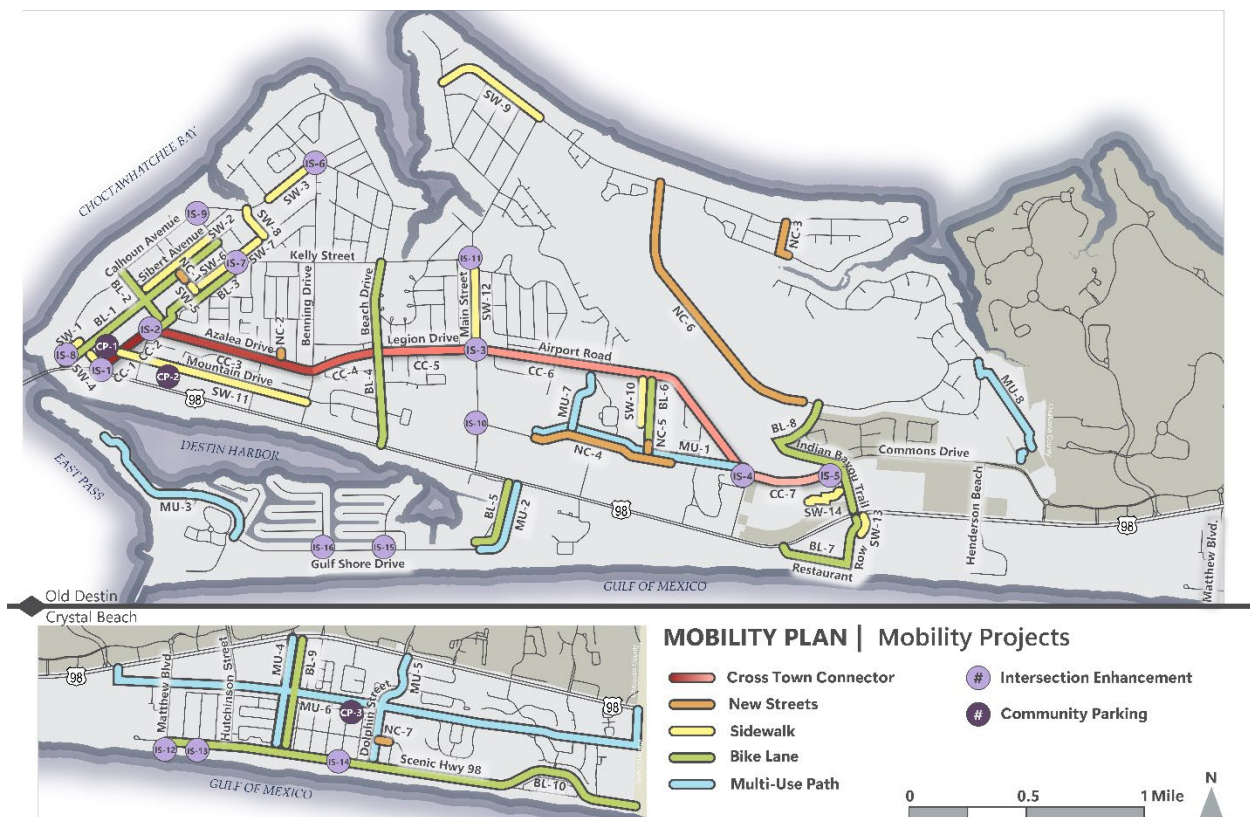


Figure 1 - Projects Included in the Draft Mobility Plan

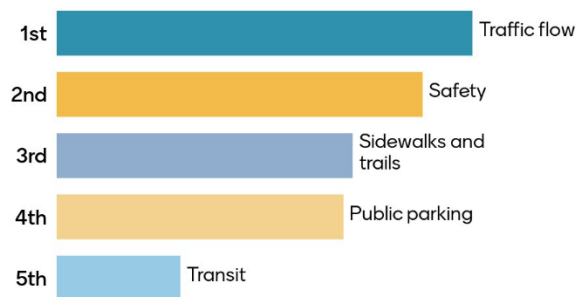
Engagement Summary

Public and stakeholder input played an important role in shaping the prioritization process and recommendation described in this memorandum. In February 2022 the City held a public meeting to obtain early input for the Mobility Plan. Attendees participated in a series of real-time polling questions. People were also asked how they would allocate \$100 towards the City's infrastructure. Parks and recreation and the transportation network tied as the clear leaders using a service called Mentimeter. Residents were asked to rank "transportation emphasis areas" in order of importance. More than 180 people provided input and traffic flow was the clear leader.

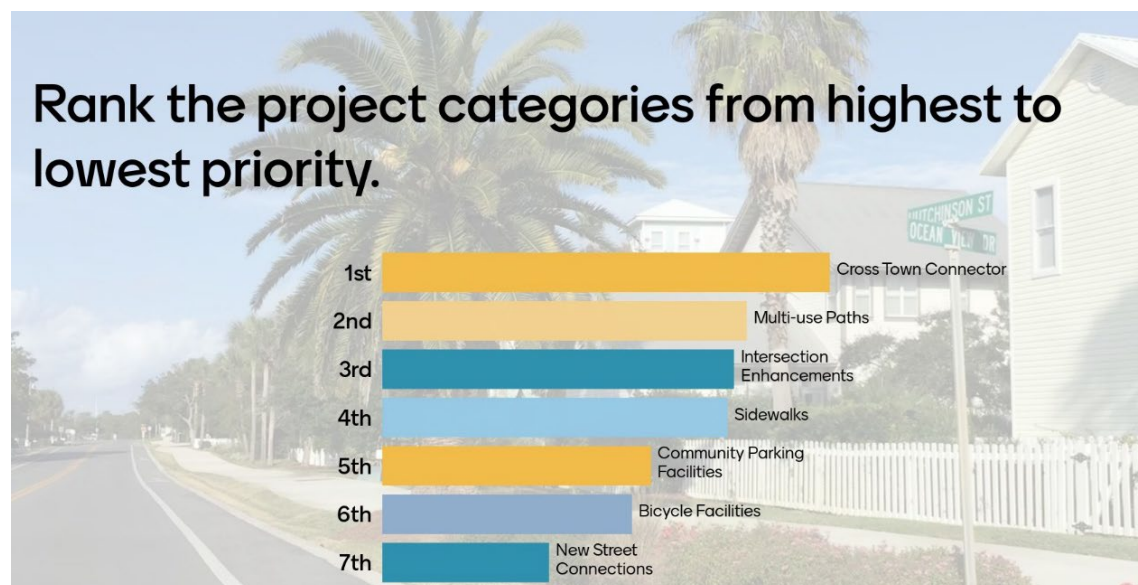


FACILITIES, SERVICES, AND INFRASTRUCTURE

Rank the following transportation emphasis areas in order of importance to you



The City held a second public meeting in August 2023 to obtain input on specific projects. Using Mentimeter again attendees ranked project types in order of priority, which yielded the following results:



The City also engaged with the Parks and Recreation Committee, Local Planning Agency, and Public Works/Public Safety Committees in October and November of 2023 to obtain input on project prioritization. The input received during these meetings is described in the following sections.

Prioritization Process

Project priorities should reflect several key inputs:

1. **Data** on how the project will benefit the City's transportation system performance.
2. **Public input** on which projects are most important to the City's future.
3. **City officials' input** on which projects are most important to the City's future.

Each of these elements is important. Performance data can be used to objectively compare projects. Public input captures the experience of the user. And City officials – elected, appointed, and staff - have insights stemming from their responsibility of balancing many competing priorities. The approach for gathering input from each perspective is described in this section.

Benefit Score

The first step towards establishing priorities was defining how benefits would be calculated for each type of project. Keeping this step both simple and meaningful is key. Overly complicated methods are confusing, which make them time intensive and costly. However, the data and method must also yield meaningful results that can help the public and decision-makers compare projects on their merits. The methods for calculating benefits for each type of project are described in the table below.

	<i>Data Inputs</i>	<i>Score Range</i>
Network Connectivity Projects	• New Streets: Distance of the gap in the network that is closed by the project • Bike/Pedestrian: Prioritization method of the Pathways Plan applied to new projects	High (5) Medium (3) Low (1)
Intersection Enhancements	<i>Crash Rate & Congestion</i> • Crash Rate: Based on FDOT open data hub for crashes between 2015 and 2023 • Congestion: Level of service as calculated for the Mobility Plan in 2022	High (5) Medium (3) Low (1)
Community Parking Projects	<i>Estimated Demand</i> • Estimated Demand: Based on proximity to jobs, households, and destinations	High (5) Medium (3) Low (1)

Public Input Score

The City of Destin held a public open house on August 29, 2023 in the City Hall Annex to obtain public input on priorities for transportation improvements. Attendees reviewed the proposed projects, suggested additional projects, and dot voted to indicate which projects should be the City's highest priorities. People gave their input on individual projects at four stations corresponding to broad project types – Connectivity, Bike/Pedestrian, Community Parking, and Intersection Enhancements. The top project priorities for each category, as indicated by the public, are listed below:

- **Cross Town Connector** – Azalea Drive Extension (Input was not requested because the Cross Town Connector is already considered to be a top priority; however, members of the public indicated the Azalea Drive Extension should be called out as a priority).
- **Multi-Use Paths** – Powerline easement path (west and east segments).
- **Intersection Enhancements** – Stahlman Avenue at Zerbe Street and Harbor Boulevard, Calhoun Avenue at Sibert Avenue, and Main Street at Kelly Street.
- **Sidewalks** – Indian Trail, Mattie M. Kelly Boulevard, and Mountain Drive sidewalks.
- **Community Parking Facilities** – Zerbe Street parking deck.
- **Bicycle Facilities** – Indian Bayou Trail, Beach Drive, and Scenic 98/Restaurant Row bicycle lanes.
- **New Streets** – 98 Palms Boulevard and Mattie M. Kelly Boulevard extensions.

City Officials' Input

City officials with the Parks & Recreation Committee, Local Planning Agency, and Public Works/Public Safety Committee provided their "top 14" priorities in November 2023. Each group indicated which of the 60 plus projects should be considered a top priority. Any project that a majority of the members of a committee indicated should be "top 14" was assigned a high priority rating for that committee. The following projects were indicated as top priorities by at least 2 of the 3 committees:

- **Cross Town Connector** – None (Already a top priority and input was not requested).
- **Multi-Use Paths** – Powerline easement path (west segment).
- **Intersection Enhancements** – None.
- **Sidewalks** – Indian Trail sidewalk.
- **Community Parking Facilities** – Marler Street public parking.
- **Bicycle Facilities** – Beach Drive bicycle lanes.
- **New Streets** – 98 Palms Boulevard, Mattie M. Kelly Boulevard extension, and Sunchase Blvd.

The final step in obtaining the input of City officials is to present the draft proposed prioritization to the City Council and make adjustments based on their feedback and direction.

Proposed Prioritization

Based on the technical analysis, public input, and committee input, staff worked with the City's consulting team to draft a proposed prioritization. The prioritization divides the projects into three phases of 8 years each. Within each phase there is at least 1 of each type of project. The projects for each phase are presented in a series of tables below. The tables include the benefit score (5 is highest),

public input score (5 is highest), and the input of the three committees that reviewed the projects. A capital and bold “Y” indicates that most people in the respective committee thought the project should be a high priority. A lowercase “y” indicates that some, but not a majority, of committee members felt the project should be a top priority. The project name, cost estimate, and proposed phase are also included in each table.

The table below shows the breakdown of project types by phase and the estimated cost of each phase.

Table 1 - Proposed Prioritization Overview

Phase	Estimated Total Cost	Project Types			
		Sidewalk/Bike/Path	New Street Connection	Community Parking	Intersection Enhancement
Phase 1 2024 – 2032	\$61.8 million	2	3	1	2
Phase 2 2033 – 2041	\$40.2 million	21	7	1	6
Phase 3 2042 – 2050	\$48.0 million	9	4	1	8
Total	\$150 million	32	14	3	16

Proposed Phase 1

Phase 1 consists of 8 projects that the public, staff, and City officials have consistently highlighted as top priorities. These projects are proposed to advance to construction by 2032. One of the difficult decisions in crafting a Phase 1 recommendation was whether to include either the proposed parking structure at Marler Street or Zerbe Street. The proposed deck at Zerbe Street was elevated as a slightly higher priority due to its proximity to the Harbor Boardwalk, parks, and the proposed City investment in extending the Harbor Boardwalk north under the Marler Bridge towards Clement Taylor Park.

 CITY OF DESTIN FLORIDA Recommended Mobility Projects by Phase								
PRIORITIZATION INPUTS					PROJECT DESCRIPTIONS		PROJECT DETAILS	
Benefit Score	Public Input Score	Committee Input - Top Projects			ID	Project	Cost Estimate	Phase
		LPA	PW/PS	Parks				
5	5	Y	Y		NC-4	98 Palms Boulevard	\$ 9,149,623	1
3	5	Y	Y		MU-1	Powerline easement (west) Multi-use Path	\$ 10,000,000	1
1	5	Y	Y		NC-5	Mattie M. Kelly Boulevard	\$ 844,581	1
5	5		Y		IS-1	Stahlman Avenue at Zerbe St & Harbor Blvd	\$ 135,828	1
N	5				CC-4	Azalea Drive Extension	\$ 9,632,529	1
1	5	y	y		IS-8	Calhoun Avenue at Sibert Ave	\$ 19,399	1
5	5	y	y		CP-1	Zerbe Street Public Parking Lot	\$ 31,772,869	1
1	5	Y	Y	Y	SW-9	Indian Trail Sidewalk	\$ 278,099	1

Proposed Phase 2

Phase 2 consists of 35 projects proposed to be under construction by 2041. This phase includes more sidewalk, bicycle lane, and multi-use path projects (21) than any other phase. It also includes three projects that were proposed during the August Open House - Town Hall Pedestrian Access (SW-14), Indian Trail to Destin High School Multi-Use Path (MU-8), and Restaurant Row Sidewalk (SW-13). Several projects in proposed Phase 2 were considered for Phase 1 based on their benefits, public input and committee input, but are in proposed Phase 2 due to the need to balance costs across the three phases.

 CITY OF DESTIN FLORIDA Recommended Mobility Projects by Phase								
PRIORITIZATION INPUTS					PROJECT DESCRIPTIONS		PROJECT DETAILS	
Benefit Score	Public Input Score	Committee Input - Top Projects			ID	Project	Cost Estimate	Phase
		LPA	PW/PS	Parks				
5	3	y	Y	Y	CP-2	Marler Street Public Parking Lot	\$ 18,442,179	2
5	5		y	Y	MU-3	Gulf Shore Drive Multi-use Path	\$ 557,162	2
1	5		y	Y	BL-8	Indian Bayou Trail Bicycle Lanes	\$ 541,324	2
3	5	Y	y		IS-11	Main Street at Kelly Street	\$ 240,253	2
1	5				SW-12	Main Street Sidewalk	\$ 269,815	2
3	5				SW-13	Restaurant Row Sidewalk	\$ 58,460	2
5	5	y	y		MU-6	Powerline easement (east) Multi-use Path	\$ 1,941,257	2
3	3		y		MU-2	Gulf Shore Drive Multi-Use Path	\$ 298,017	2
1	1		y		SW-10	Mattie M. Kelly Boulevard (northern) Sidewalk	\$ 222,801	2
3	1	y		Y	SW-11	Mountain Drive Sidewalk	\$ 674,700	2
5	1		Y	Y	BL-4	Beach Drive Bicycle Lanes	\$ 573,455	2
3	1		y	Y	BL-7	Scenic 98 (west)/Restaurant Row Bicycle Lanes	\$ 2,286,414	2
1	1	y	y		MU-7	West of Twin Lakes	\$ 286,485	2
5	1	y	Y		IS-3	Legion Drive/Airport Road at Main Street	\$ 631,990	2
N	3				CC-7	Commons Drive	\$ 1,130,271	2
5	1		y	Y	BL-1	Sibert Avenue Bicycle Lanes	\$ 600,696	2
5	1	y	y		IS-4	Airport Road at Commons Drive	\$ 66,983	2
N	3				CC-2	Stahlman Avenue	\$ 2,327,859	2
3	1			Y	SW-2	Sibert Avenue Sidewalk	\$ 419,030	2
1	1		y		SW-4	Zerbe Street Sidewalk	\$ 103,606	2
3	1			Y	BL-5	Gulf Shore Drive Bicycle Lanes	\$ 257,042	2
1	1		y		IS-6	Benning Drive at Sibert Ave, 1st St, and 4th St	\$ 1,201,471	2
N	3				CC-1	Stahlman Avenue	\$ 276,915	2
N	3				CC-5	Legion Drive	\$ 1,116,415	2
5	1	y		Y	NC-3	Indian Bayou North Extension	\$ 1,857,605	2
1	1	y	y	Y	NC-7	John Avenue	\$ 866,882	2
3	1		y		SW-1	Sibert Avenue Sidewalk	\$ 105,269	2
3	1	y	y		IS-2	Stahlman Avenue at Azalea Dr	\$ 123,159	2
3	1	y			IS-5	Commons Drive at Indian Bayou Trail	\$ 38,798	2
1	1				SW-8	Hickory Street Sidewalk	\$ 79,613	2
1	N/A				SW-14	Town Hall Pedestrian Access	\$ 100,763	2
3	N/A				MU-8	Indian Trail - Destin High School Multi-Use Path	\$ 1,312,697	2
5	1		y	Y	MU-5	Dolphin Street/Regatta Bay Boulevard Bicycle Lanes and Multi-use Path	\$ 453,504	2
3	1				NC-1	Pine Street	\$ 743,042	2
1	1				SW-5	Pine Street Sidewalk	\$ 31,082	2

Proposed Phase 3

Phase 3 consists of 22 projects proposed to be under construction by 2050. This phase includes more intersection enhancements (8) than any other phase. Each committee indicated that Sunchase Boulevard should be a top priority. However, this project remains in Phase 3 due to implementation challenges caused by environmental conditions.

 CITY OF DESTIN FLORIDA Recommended Mobility Projects by Phase								
PRIORITIZATION INPUTS					PROJECT DESCRIPTIONS		PROJECT DETAILS	
Benefit Score	Public Input Score	Committee Input - Top Projects			ID	Project	Cost Estimate	Phase
		LPA	PW/PS	Parks				
1	1	y	y		CP-3	Crystal Beach Parking Lot (FPL easement)	\$ 1,501,500	3
5	1	Y	Y	Y	NC-6	Sunchase Boulevard	\$ 17,313,901	3
3	1				BL-9	Crystal Beach Drive Bicycle Lanes	\$ 352,036	3
3	1		y		BL-10	Scenic 98 (east) Bicycle Lanes	\$ 9,673,289	3
5	1		y	Y	MU-4	Crystal Beach Drive Multi-use Path	\$ 408,154	3
N	3				CC-6	Airport Road	\$ 4,143,607	3
1	1				BL-3	Stahlman Avenue Bicycle Lanes	\$ 360,417	3
3	1		y		BL-6	Mattie M. Kelly Boulevard (N) Bicycle Lanes	\$ 185,377	3
N	3				CC-3	Azalea Drive	\$ 8,725,686	3
5	1				BL-2	Forest Street Bicycle Lanes	\$ 85,215	3
1	1		y		IS-7	Stahlman Avenue at Kelly Street	\$ 1,062,945	3
1	1		y		SW-6	Stahlman Avenue Sidewalk	\$ 123,461	3
1	1	y	y		IS-9	Calhoun Avenue at Kelly St	\$ 20,668	3
3	1	y	y		IS-10	Main Street at 98 Palms Blvd	\$ 566,135	3
1	1		y		IS-12	Scenic 98 East at Matthew Blvd	\$ 791,371	3
3	1				IS-15	Gulf Shore Drive at Moreno Point Rd	\$ 9,217	3
1	1				IS-16	Gulf Shore Drive at Norriego Rd	\$ 9,217	3
3	1	y	y		NC-2	Sailfish Drive	\$ 619,202	3
3	1				SW-3	Sibert Avenue Sidewalk	\$ 255,506	3
3	1				SW-7	Stahlman Avenue Sidewalk	\$ 169,656	3
1	1				IS-13	Scenic 98 East at Shirah St	\$ 791,371	3
1	1		y		IS-14	Scenic 98 East at Pompano St	\$ 791,371	3

Next Steps

The final step in prioritization is to obtain the input of the City Council. The key questions for City Council to provide input on are:

- Which projects should be moved up to a higher level of priority?
- Which projects should be moved down to a lower level of priority?

Once the priorities are set, staff and its consulting team will finalize the Mobility Plan and bring it back for the City Council to consider adopting. Staff and its consulting team will also move forward with calculating a draft proposed Mobility Fee for the City Council to consider in early 2024.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 20, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.D.**TO:** City Council**THRU:** Kimberly Kopp, City Attorney
Louis Zunguze, Interim City Manager**FROM:** Louis Zunguze, Interim City Manager
Lisa Firth, Parks & Rec Director
Krystal Strickland, Finance Director**DATE:** February 14, 2024**SUBJECT:** TDC FY25 Expenditure Plans for the promotion of tourism

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

II. DISCUSSION: The TDC has asked municipalities to request their allocation of the 12.5% set aside through the submission of Expenditure Plans. The Expenditure Plans are due to the TDC by March 1, 2024. After TDC review, they plan to bring the recommended projects to the Okaloosa Board of County Commissioners for approval and inclusion in their FY25 budget. FY25 funding allocations available for Destin are \$1,996,987. Expenditure Plans must comply with the Interlocal Agreement with Okaloosa County, the Tourist Development Plan, and the Florida State Statute. Each project must show a direct correlation to increased and/or improved tourism and tourist experience. Each project proposed will have its own separate Expenditure Plan. The City of Destin's portion of the "12.5% set aside" funds are committed to Destin, and cannot be used for other TDC projects. Any funds not requested and/or expended will accumulate for the City of Destin to use in future years. The below-recommended projects are of high importance and are directly related to tourist activity in Destin.

Staff recommends that Expenditure Plans be submitted for the Advance Funding Agreement (AFA) Payment and the Beach and Boardwalk Operations for the amounts listed below. The City is obligated for the AFA payment. The Beach and Boardwalk operations expenditure plan has been a regular submission for quite a few years and if TDC funds don't cover these expenses then another funding source would need to be identified.

Additional projects are listed as well and the approximate cost of each. Each of these has been identified as a potential need for the city and these projects should qualify as being

directly related to tourism and eligible for TDC reimbursement.

The following two projects are highly recommend to meet covenants in existing interlocal agreements with Okaloosa County:

- Advance Funding Agreement Payment - \$750,000 (this is a required annual payment due to the TDC as documented in the Interlocal between the City and County for Beach Park Developments)
- Crystal Beach Park Development - \$1,000,000 (to meet requirements of Beach Development Interlocal Agreement with Okaloosa County)

Below are additional proposed projects vital to City operations:

- Beach and Boardwalk Operations - \$700,000
- Harbor Dredging - \$500K - \$1,300,000
- Additional Crossover(s) at Norreigo Point - Approx \$170k a piece x 2 crossovers
- Additional Lifeguard Costs - \$200,000/year

The City has requested information on the surplus balance from prior years to apply towards the additional proposed projects. We hope to receive this information before the March 1st deadline.

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

Strategic Goal II. Enhanced quality of life and safety for families

Strategic Goal IV. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): An effect on budget will be reflected in the FY 2025 Budget after award notification from the County.

C. Level of Service (LOS): All proposed projects will increase the Level of Service

D. Legislative Sponsor:

III. CONCLUSION: Staff seek the Council's direction to identify which projects to prepare Expenditure Plans for and to identify the dollar amounts for each request.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to sign and submit the Expenditure Plans for the following projects:

Attachments:

1. FY25 12.5% Municipal Guidelines
2. FY25 12.5% Municipal Expenditure Plan
3. C21-3007-BCC First Amendment to Amended and Restated Interlocal Agreement
4. Fully Executed County and Cities

Interlocal Agreement - TDT Funding

SECTION TWO: OPERATIONAL & CAPITAL FUNDING REQUESTS

A. PURPOSE

The TDD may provide operational and/or capital funding support to organizations promoting tourism, as authorized under Section 125.0104, Florida Statutes, and the Tourist Development Plan.

B. MUNICIPALITIES 12.5% ALLOCATION

Process

- 1) **Expenditure plan applications are due March 1** for the upcoming fiscal year. If March 1 is a Saturday or Sunday, expenditure plans are due the preceding Friday.
- 2) Applications shall be submitted per each project in the format prescribed by the County and will be reviewed for compliance with the Interlocal Agreement, Tourist Development Plan, and Florida Statute. All information necessary to determine compliance shall be included in the application or attached thereto.
 - a. Tourism funds may not be used to supplant existing General Fund operations.
 - b. To avoid tourism dollars being invested that do not lead to any tourism asset development, promotion, enhancement or benefit, except for public facilities which are determined by the County in its discretion to be critical infrastructure, cities shall fund any Concept Plans/Feasibility Studies/ PD&E, including but not limited to: potential site layout, planned amenities types (to include support items as bathrooms, concessions, parking, lighting, landscaping), and approximate cost estimates. Once a Concept Plan is completed, the County will work with the City to determine each project component's relation to tourism and identify proportionate funding participation - i.e. City, Grants, Tourism.
 - c. Construction design (or partial design depending on tourism relevance) may be funded if tied to the City's definite commitment for the construction of the tourism facility/asset.
 - d. To ensure tourism brand standards alignment, the County retains final creative approval for all promotional/marketing and wayfinding initiatives.
- 3) Complete applications meeting the above requirements shall be presented by County staff to the Tourist Development Council during its May budget meeting for a recommendation to the Board as part of the annual budget process. Presentation of certain larger or multiyear projects to the Council may be requested.
- 4) Upon final adoption of the annual budget by the Board in mid-September, expenditure plans are considered approved. Expenditures made prior to approval may not be eligible for payment.
- 5) The Okaloosa County tourist development logo shall be prominently placed alongside capital projects or funding shall be otherwise acknowledged: "This project funded by Okaloosa County Tourist Development Tax".

Payment

- 1) Payments are on a reimbursement basis no more frequent than monthly, but preferably quarterly. Invoicing shall be in sufficient detail for pre- and post-audit review.
 - a. Expenditure Transaction Report (or comparable) listing transaction date, vendor name, amount, and description is required for operational and maintenance expenses.
 - b. Vendor invoices and proof of payment is required for capital project expenses.
 - c. Direct vendor payment, rather than reimbursement, may be permitted for smaller municipalities if denoted on the expenditure plan and approved by the Board.
 - d. All procurement responsibilities rest with the municipalities.

- e. Additional documentation may be required as necessary to determine the validity of any expenditure.
- 2) Any payment shall only be made up to the amount currently available from accumulated TDT funds.
- 3) Failure to submit proper invoicing may result in the delay and/or forfeiture of funding.
- 4) Unspent funds for approved expenditure plans will roll forward into future fiscal years until the expenditure plan scope of work is complete.
- 5) Funds may be shifted within approved expenditure plan line items.

Amendment

- 1) Approved expenditure plans may only be amended during the County's annual budget process, unless the County determines there is good cause and extraordinary circumstances to amend the expenditure plans. Requests must be received no later than July 1.
- 2) Upon final adoption of the annual budget by the Board in mid-September, expenditure plan amendments are considered approved. Expenditures made prior to amendment approval may not be eligible for payment.

Annual Report

- 1) An annual report shall be submitted to the County by November 30 each year summarizing the status/progress of each project as of September 30.

FY 2025 Allocations based on \$32,940,000 budget for TDT collections (12.5% = \$4,117,500)

*****PRELIMINARY – SUBJECT TO CHANGE*****

Destin	48.50%	\$1,996,987
Fort Walton Beach	18.00%	\$741,150
Crestview	11.50%	\$473,512
Niceville	10.00%	\$411,750
Mary Esther	5.00%	\$205,875

Valparaiso	2.50%	\$102,938
Cinco Bayou	2.00%	\$82,350
Shalimar	1.50%	\$61,763
Laurel Hill	1.00%	\$41,175



Okaloosa County Tourist Development Tax
Expenditure Plan: October 1, 2024 – September 30, 2025
Application Deadline: March 1, 2024

Municipality: Choose an item.

Project Name: _____

Project Description:

Explain How Project Existence/Availability is Promoted to Tourists:

Explain How Project Use by Tourists is Documented/Tracked:

Tourist Development Plan Element per Ordinance 2022-23, Sec. 20-72: Choose an item.

FY 2025 Funds Requested: \$_____

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

Is this a multi-year project? Choose an item.

Will this project be financed? Choose an item.

Is direct vendor payment requested? Choose an item.

Please attach any plans, drawings or other documentation

I attest this project complies with the provisions of section 125.0104 Florida Statutes and County Ordinance 2022-23, and am aware this request will be reviewed for final approval by the TDC and BOCC and is subject to available budget funds and ultimately actual TDT collections.

City Manager Signature

Date

Please email completed form + project budget to: cdunworth@myokaloosa.com no later than 5pm on March 1, 2024.

Incomplete or unsigned applications will not be considered.

**FIRST AMENDMENT TO THE AMENDED AND
RESTATED INTERLOCAL AGREEMENT BETWEEN
OKALOOSA COUNTY AND THE CITY OF DESTIN FOR
ACQUISITION, DEMOLITION, DESIGN, CONSTRUCTION
AND OTHER MATTERS RELATED TO THE PUBLIC
BEACH/GULF FRONT PUBLIC PARK PROPERTY**

THIS FIRST AMENDMENT ("Amendment") is entered into by and between **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County") and the **CITY OF DESTIN**, a municipality organized under the laws of the State of Florida (the "City") (collectively, the County and City will hereinafter be referred to as the "Parties").

WHEREAS, on September 9, 2022, the County and the City entered into an Amended and Restated Interlocal Agreement for the acquisition, demolition, design, construction and other matters related to the public beach/gulf front public park property (the "Agreement"); and

WHEREAS, for the past two years the Parties had sought to acquire a property in Crystal Beach located at 2970 Scenic Highway 98, Destin, FL 32541 (the "Property"); and

WHEREAS, the Parties have since mutually agreed the acquisition of this Property is no longer viable or prudent to pursue at this time due to recent value escalations in the marketplace; and

WHEREAS, the Parties, as stewards of public tax dollars including tourism tax dollars, have mutually agreed that other properties and/or projects are likely better investments of these public funds; and

WHEREAS, both Parties previously adopted resolutions related to this Property, which will be repealed; and

WHEREAS, the City and County staff are hereby directed to terminate any and all efforts to acquire this Property and to modify any plans and permits to proceed to construction as quickly as possible.

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the County and the City agree as follows:

1. **RECITALS.** The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.
2. **AMENDMENTS.** The Agreement shall be amended as follows:

a. The recitals shall be amended as follows:

WHEREAS, the Phase I Properties are adjacent to or near an existing City beach park; and

~~**WHEREAS**, two of the three Phase I Properties have already been acquired by the City, with the last property in the middle, pledged to be acquired by the City through eminent domain proceedings for public use; and~~

~~**WHEREAS**, the City, in furtherance of the eminent domain proceedings against the last property of the Phase I Properties to be acquired, has passed a Resolution of Necessity and the County has passed a Resolution of support for those efforts; and~~

WHEREAS, the Trust has sold two of the three Phase I Properties and has offered to sell the Phase II Properties to the City; and

WHEREAS, the full costs of the Acquisitions from purchase to usable park properties includes, but is not limited to, the costs for purchase (including condemnation of the final of the Phase I Properties), demolition, design, permitting, and construction and are estimated to cost \$32,500,000.0026,500,000.00, as budgeted in Exhibit "C"; and

b. Section 5. B. and (2) and (3) shall be amended as follows:

B. City Advance Funding. To save money, as well as to facilitate the Acquisitions, and assist the City, the County agrees to advance fund the City with up to \$7.540 Million dollars from TDT Reserves for this purpose. Repayment to the County shall come from the City's TDT Allocation as described in the "Whereas" clauses above. Except as set forth in subsection 5.C below, the County shall not charge the City any interest for the initial ten (10) year period. The amount owed shall be repaid as follows:

- 1) The entirety of the advanced funding shall be repaid by the City within ten (10) years of the date that the advanced funding is distributed to the City. Payment shall come in the form of a deduction from the City's TDT Allocation. First repayment in the form of a deduction from amounts allocated shall occur on or before September 30, 2023.
- 2) The City shall commit at least \$750,000.00~~1 Million~~ annually of the City's TDT Allocation to servicing the debt described in this Section.
- 3) If the City's TDT Allocation does not amount to a total of at least \$750,000.00~~1 Million~~ in a single fiscal year, then the County shall have the right to set off any deficiency against any unallocated money the City may have accrued in the City's TDT Allocation from an earlier fiscal year.

c. Section 5.E. shall be deleted in its entirety:

~~E. City Eminent Domain/Condemnation of Crystal Beach Parcel. The Parties warrant and agree to act in good faith and commit to make every reasonable effort to ensure that the final Phase I Property is acquired. Specifically, to that end, the City agrees to institute legal condemnation proceedings for the remaining lot of the Phase I Properties and to implement said proceedings as soon as reasonably practicable. The final Phase I Property shall be condemned through a "quick take" as provided in Florida Statutes. The County agrees to make its legal counsel reasonably available to assist the City and shall permit the City to hire the County's legal firm to pursue the referenced condemnation without a conflict, but with costs covered as part of the Acquisitions. Costs for this expense are budgeted in Exhibit "C".~~

d. Page 3 of Exhibit A shall be deleted as shown below:

SHORE AT CRYSTAL BEACH EAST EXPANSION #2

Lot 3, THE SHORES OF CRYSTAL BEACH, a Planned Unit Development, a Resubdivision of a Portion of Block B, Crystal Beach Subdivision according to the Plat thereof as recorded in Plat Book 13, Page 82, of the Public Records of Okaloosa County, Florida

Property Street Address: 2970 Scenic Highway 98 E, Destin, FL 32541

Parcel Tax ID No.: 00-2S-22-0584-0000-0030

e. Exhibit C shall be amended as follows:

EXHIBIT "C"
Estimated Budgetary Costs for Acquisitions-- Properties
"Phase I Project" and "Phase II Project"

Beach Access Phase I Project Crystal Beach	
Project Activity	Total (100%)
Acquisition to date	\$6,727,790
Demolition	\$100,218
Design and Permitting	\$272,500
Estimated Acquisition (Center House) Condemnation	\$6,300,000
Condemnation Legal and Acquisition Costs	\$200,000
Demolition	\$75,000
Park Development	\$2,0501,750,000
Contingency	\$324,492
Total Project Cost from Acquisition to Operation	159,750,000
SPLIT: COUNTY - 59% CITY - 41%	

Beach Access Phase II Project Tarpon	
Project Activity	Total (100%)
Acquisition	\$14,050,000
Demolition	\$200,000
Design and Permitting	\$300,000
Park Development	\$1,850,000
Contingency	\$350,000
Total Project Cost from Acquisition to Operation	\$16,750,000
SPLIT 50% EACH CITY AND COUNTY	

Total Costs for both Projects ~~\$32,500,000~~ \$26,500,000

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this First Amendment, effective when both parties on the date and year last written below.

////////// Signature Pages Follow //////////

OKALOOSA COUNTY, FLORIDA

By: Mel Ponder
Mel Ponder, Chairman

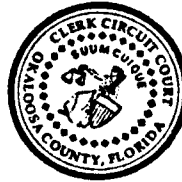
Date: DEC 27 2022



ATTEST:

J.D. Peacock II
Digitally signed
by JD Peacock II
Date: 2022.12.27
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J.D. Peacock II, Clerk



APPROVED AS TO FORM:

Lynn M. Hoshihara

Digitally signed by Lynn M. Hoshihara
DN: cn=Lynn M. Hoshihara, o=Okaloosa
County, ou=County Attorney,
email=lhoshihara@myokaloosa.com, c=US
Date: 2022.12.22 16:05:31 -05'00'

Lynn M. Hoshihara, County Attorney

CITY OF DESTIN, FLORIDA

By: _____

Bobby Wagner, Mayor

Date: _____

11/29/22

ATTEST:

Rey Bailey, Clerk

APPROVED AS TO FORM:

Kyle S. Bauman, City Attorney

**INTERLOCAL AGREEMENT BETWEEN OKALOOSA
COUNTY AND OKALOOSA COUNTY MUNICIPALITIES
FOR A FUNDING ALLOCATION OF OKALOOSA COUNTY
TOURIST DEVELOPMENT TAX REVENUES.**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 8th day of September 2021, by and between **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County") and the municipalities of **CINCO BAYOU, CRESTVIEW, DESTIN, FORT WALTON BEACH, LAUREL HILL, MARY ESTHER, NICEVILLE, SHALIMAR, and VALPARAISO**, municipalities organized under the laws of the State of Florida (the "Municipalities") (collectively the County and Municipalities shall be referred to as the "Parties") for the annual distribution of Tourist Development Tax ("TDT"), as currently levied pursuant to section 125.0104, Florida Statutes, and as shall be levied if the Referendum set for October 5, 2021, is approved by the voters.

WHEREAS, the Parties agree that the TDT, as a whole, benefits the general public of Okaloosa County; and

WHEREAS, the City of Destin instituted a Chapter 164, Florida Statutes, Local Government Conflict Resolution process against the County related to the proposed expansion of the Tourist Development District; and

WHEREAS, the municipalities of Crestview, Fort Walton Beach and Mary Esther all passed resolutions to join in the conflict resolution process as primary conflicting governmental entities; and

WHEREAS, this Agreement reflects the terms and conditions of the resolution to the Chapter 164 conflict between the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

SECTION 1. AUTHORITY. This Agreement is entered into pursuant to the provisions of Chapter 163.01, Florida Statutes, and other applicable provisions of law. Upon execution, this Agreement shall be recorded in the Official Records of Okaloosa County.

SECTION 2. RECITALS. The above recitals are true and accurate and are incorporated herein as essential terms of this Agreement.

SECTION 3. PARTIES. The Parties to this Agreement are the County and the Municipalities, who execute this Agreement in accordance with its terms.

SECTION 4. TERM. This Agreement shall conditionally take effect once the County and at least one of the Municipalities executes this Agreement; as other Municipalities execute the

Agreement, they shall also become conditionally bound. The entirety of this Agreement is conditional on the voters approving the Referendum mentioned above. If the voters approve the Referendum, then the obligations contained herein shall be binding on the Parties who execute the Agreement for a term of twenty (20) years beginning on March 1, 2022, the defined start date of countywide TDT collection.

SECTION 5. RESOLUTION. The County agrees to earmark TDT revenues for the Municipalities as set forth under Section 6. In return for the County's funding commitment, each Municipality that executes this Agreement agrees to dismiss the Chapter 164 proceedings and shall further waive any legal or equitable claims that were raised, or which could have been raised resulting from the County's expansion of the Tourist Development District, including the Referendum and Ordinance.

SECTION 6. TDT FUNDING. The County agrees to monthly earmark 12.5% of TDT revenues collected for the Municipalities, except for any future levy of the "6th" penny High Tourism Impact Tax, for twenty (20) years subject to the following requirements:

- A. Use of the earmarked funds by the Municipalities shall be on a reimbursement basis and shall comply with the provisions of section 125.0104, Florida Statutes, County ordinance and the TDD Manual, and any amendments thereto, as determined by the County;
- B. Proposed uses of these funds shall be presented to the Tourist Development Council ("TDC") for a recommendation and the Board of County Commissioners for final approval;
- C. The Municipalities shall enter into a separate Interlocal Agreement, of which the County is not a party to, which details the annual percentage/amounts earmarked for each municipality. A copy of this Interlocal Agreement shall be provided to the County upon full execution and any time there is a change to the annual percentage/amounts earmarked for each municipality;
- D. These funds shall not be used by the Municipalities for public safety expenditures; and
- E. Each Municipality shall submit an expenditure plan by March 1 of each year for the upcoming fiscal year. The expenditure plans shall contain a list of proposed projects that the municipality proposes to be funded by TDT revenues and shall be updated annually. The expenditure plans shall be reviewed and processed in accordance with the Operational and Capital Funding Requests under the TDD Manual. Municipalities may submit multi-year plans for long-term projects or projects financed with bonds. If a project is financed with bonds, the Municipality shall maintain sole liability of the full faith and credit of the Municipality and be fully responsible for repayment of any debt obligations.

In no event shall the County be a party to such financing. The County shall not assume, directly or indirectly, any liability towards any municipality or any third party, for any debt obligations or other obligations that a municipality incurs as a result of pledging TDT revenues funded by this Agreement.

SECTION 7. RECORDS AND REPORTING.

A. The Parties agrees to maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the City in connection with the projects or services funded by allocated TDT revenues covered under this Agreement.

B. No entity shall assume any responsibility for the other entity's failure to respond, timely, or at all, to a public records request. A request upon one entity, shall not be deemed to be a request on any other entity.

C. The Municipalities agree to include, in all contracts for services related to the Project, the public records statement as required under section 119.0701, Florida Statutes.

SECTION 8. AUDIT. The County shall have the right from time to time at its sole expense to audit the compliance by any municipality with the terms and conditions of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement. The County shall have full access to all required and necessary documentation for inspection, review and audit purposes.

SECTION 9. REPRESENTATIONS AND WARRANTIES. Each Party hereby represents and warrants to all others that it has all requisite power, authority and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

SECTION 10. AMENDMENTS. Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by and jointly executed by the Parties hereto. This Agreement shall be enforced and be binding upon, and inure to the benefits of, the Parties hereto and their respective survivors and assigns, if any. This Agreement shall not be assigned without the permission of all Parties to the Agreement.

SECTION 11. DISPUTE RESOLUTION. The Parties shall attempt to resolve any dispute that arise under this Agreement in good faith by participating in mediation. The mediator shall be mutually agreed upon by the Parties and the cost of mediation shall be borne equally

between the Parties. In the event the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

SECTION 12. JURY TRIAL WAIVER. IN THE EVENT THAT LITIGATION IS FILED BY ANY PARTY TO ENFORCE ANY TERMS OF THIS AGREEMENT, THEN ALL PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF THIS AGREEMENT.

SECTION 13. ATTORNEYS' FEES. If litigation is instituted seeking to enforce the terms of this Agreement, or in any way related to this Agreement, then the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in the litigation, including fees and cost incurred in any resulting appeal, and any fees and costs incurred litigating entitlement to and the reasonableness of any attorney's fees and costs.

SECTION 14. SEVERABILITY. If any one or more of the provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, then the remainder of this Agreement shall remain in full force and effect.

SECTION 15. GOVERNING LAW AND VENUE. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

SECTION 16. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

SECTION 17. NO MEMBER LIABILITY. No members of the governing bodies of the Parties, nor anyone executing this Agreement, shall be liable personally or shall be subject to any accountability for reason of the execution by the Parties or any executing authority of the Parties for any act pertaining thereto.

SECTION 18. SOVEREIGN IMMUNITY. The Parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the Parties' rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

SECTION 19. CONSTRUCTION. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no

presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

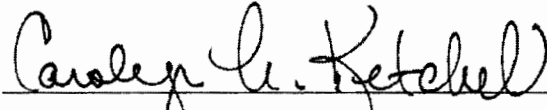
SECTION 20. FORCE MAJEURE. If the County experiences a catastrophic event such as, but not limited to, acts of God, natural disaster, disease, epidemics, pandemics, war, terrorist acts, riots, or other causes beyond the control of the County, and a state of emergency is declared by the Board of County Commissioners, Governor or President, the 12.5% allocation to the Municipalities may be reduced or suspended as necessary to respond to such event. If the funding allocation is temporarily suspended, this Agreement shall be extended on a month-to-month basis for an equal number of months of any suspension. If the funding allocation is temporarily reduced, this Agreement shall be extended for the duration of time necessary to replace the amount of reduction in revenue. In the event there is a change in law restricting the use of TDT funds and/or TDT collections, the 12.5% allocation to the Municipalities shall be restricted as necessary.

SECTION 21. FILING. The Parties are hereby authorized and directed after approval, to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida as provided in Section 163.01 (11), Florida Statutes.

SECTION 22. WAIVER. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year last written below.

**BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**


Carolyn N. Ketchel, Chairman



ATTEST:

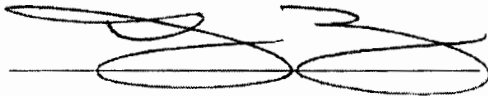


Digitally signed by JD
Peacock II
Date: 2021.09.09
08:10:47 -05'00'



J.D. Peacock II, Clerk of Circuit Court

APPROVED AS TO FORM:



Lynn M. Hoshihara, County Attorney

**CITY COUNCIL FOR THE CITY OF
DESTIN, FLORIDA**



Gary Jarvis, Mayor

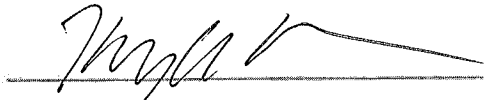
ATTEST:



Roy Bailey, City Clerk



APPROVED AS TO FORM:



Kyle S. Bauman, City Attorney

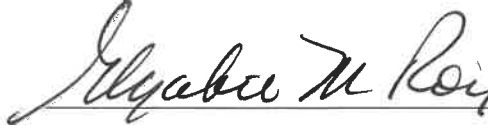
**CITY COUNCIL FOR THE CITY OF
CRESTVIEW, FLORIDA**



JB Whitten, Mayor



ATTEST:



Elizabeth M. Roy, City Clerk

APPROVED AS TO FORM:



Jonathan Holloway, City Attorney

**CITY COUNCIL OF THE CITY OF
FORT WALTON BEACH, FLORIDA**



Dick Ryneason, Mayor

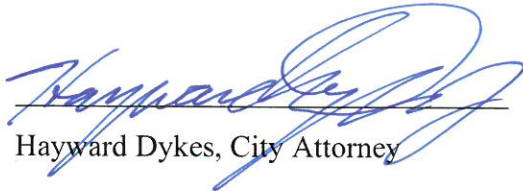


ATTEST:



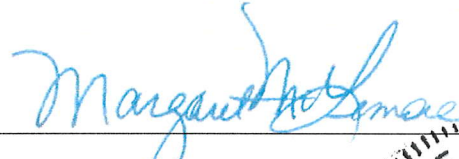
Kim Barnes, City Clerk

APPROVED AS TO FORM:

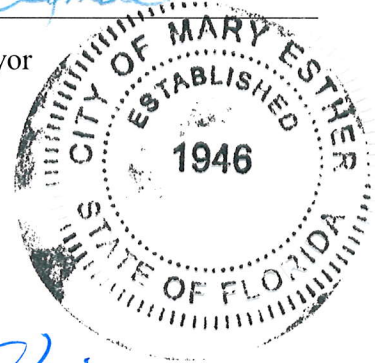


Hayward Dykes, City Attorney

**CITY COUNCIL OF THE CITY OF
MARY ESTHER, FLORIDA**



Margaret McLemore, Mayor

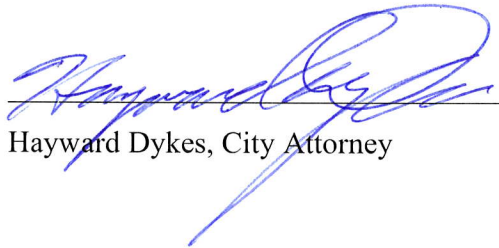


ATTEST:



Dana Williams, Clerk

APPROVED AS TO FORM:



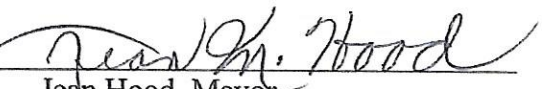
Hayward Dykes, City Attorney

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF CINCO BAYOU,
FLORIDA ON THIS 9th DAY OF SEPTEMBER 2021.**

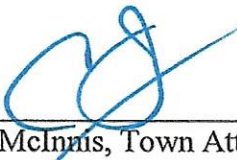
THE TOWN OF CINCO BAYOU, FLORIDA

ATTEST:

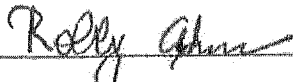
By: 
Keith Williams, Town Manager/Clerk

By: 
Jean Hood, Mayor

The form and legal sufficiency of
the foregoing have been reviewed
and approved by the Town
Attorney.

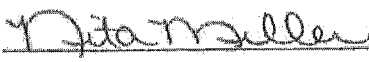

C. Jeffrey McInnis, Town Attorney

**CITY COUNCIL OF THE CITY OF
LAUREL HILL, FLORIDA**



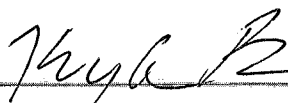
Robby Adams, Mayor

ATTEST:



Nita Miller, City Clerk

APPROVED AS TO FORM:



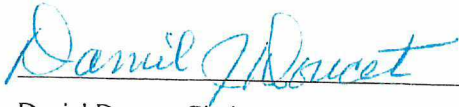
Kyle S. Bauman, City Attorney

**CITY COUNCIL OF THE CITY OF
NICEVILLE, FLORIDA**



Daniel Henkel, Mayor

ATTEST:



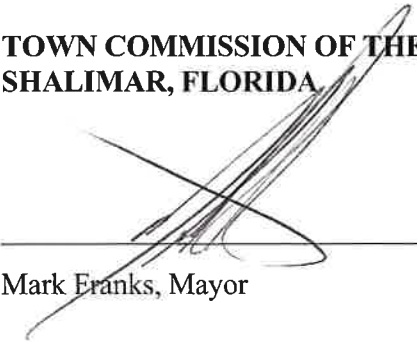
Daniel Doucet, Clerk

APPROVED AS TO FORM:



Dixie Dan Powell, City Attorney

**TOWN COMMISSION OF THE TOWN OF
SHALIMAR, FLORIDA**



Mark Franks, Mayor

ATTEST:



Thomas A. Burns, Town Manager

APPROVED AS TO FORM:



Michael Chess, City Attorney

**CITY COMMISSION OF THE CITY OF
VALPARAISO, FLORIDA**



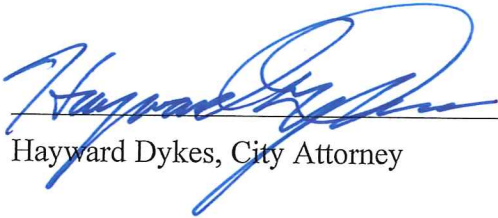
Hubert B. Smith, Mayor

ATTEST:



Tammy Johnson, City Clerk

APPROVED AS TO FORM:



Hayward Dykes, City Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 20, 2024
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Ryan Scott, City Engineer
Michael Burgess, Public Services Director
Krystal Strickland, Finance Director

DATE: January 8, 2024

SUBJECT: US-98 & Palms Street Intersection Improvements

I. BACKGROUND:

The Florida Department of Transportation (FDOT) reached out to City Staff on February 6, 2024, with the following:

“FDOT is in the process of designing the above- referenced project and would like to provide you an opportunity to ask questions or provide comments.”

II. DISCUSSION: The intent of this project is to add an eastbound right-turn lane, shift the westbound left-turn lane to provide better sight distance for motorists, add a new traffic signal, and provide pedestrian signals and lighting for crosswalks. Additional right-of-way is required. Bids for construction are scheduled to occur in Spring 2025.

A. Link to Strategic Goals / Objectives:

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

B. Effect on Budget (EOB): None

C. Level of Service (LOS): This will help improve traffic patterns and safety for vehicles and pedestrians

D. Legislative Sponsor:

III. CONCLUSION: FDOT is requesting that all comments/suggestions be submitted by February 26, 2024. City Staff will compile any comments/suggestions from the Committee and City Council and respond appropriately.

IV. RECOMMENDED MOTION: No motion is necessary. This item is just for discussion.

Attachments:

1. 45098215201-PLANS-02-SIGNINGMARKING
2. 45098215201-PLANS-03-SIGNALIZATION
3. 45098215201-PLANS-01-ROADWAY
4. 45098215201-PLANS-01-ROADWAY-CROSS-SECTIONS

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
LIGHTING PLANS
SIGNING & PAVEMENT MARKING PLANS
SIGNALIZATION PLANS

INDEX OF SIGNING AND
PAVEMENT MARKING PLANS

SHEET NO.	SHEET DESCRIPTION
S-1	KEY SHEET
S-2 - S-3	SIGNING & PAVEMENT MARKING PLAN

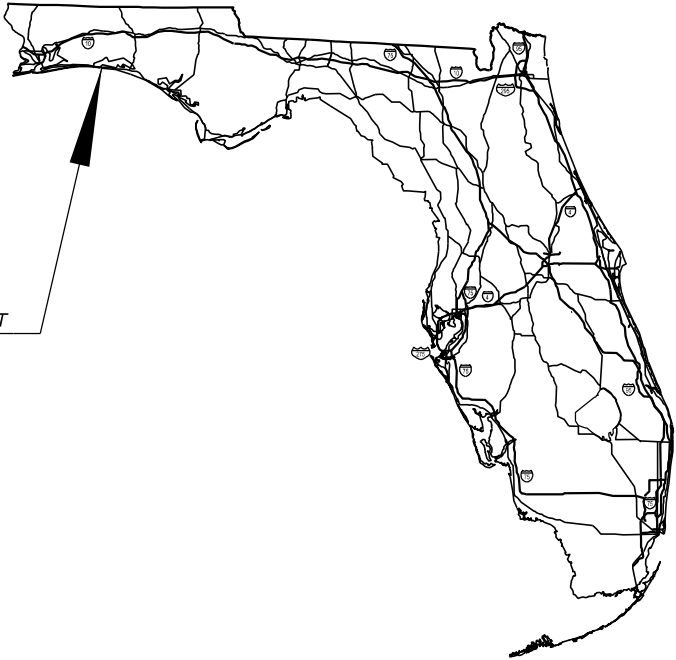
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
SIGNING AND PAVEMENT MARKING PLANS

FINANCIAL PROJECT ID 450982-1-52-01

OKALOOSA COUNTY (57030)

STATE ROAD NO. 30
SR 30 (US 98) AT PALMS STREET/SANDPRINT DRIVE
INTERSECTION IMPROVEMENTS

LOCATION OF PROJECT



PROJECT LOCATION URL: <https://tinyurl.com/4ynzzhke>

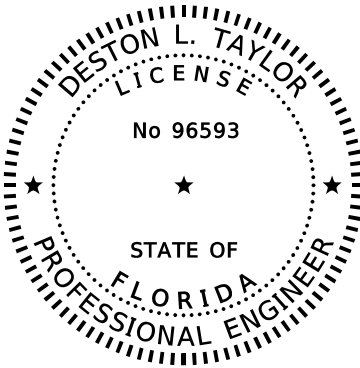
PROJECT LIMITS: BEGIN MP 19.711 - END MP 19.806

EXCEPTIONS: NONE

BRIDGE LIMITS: NONE

RAILROAD CROSSING: NONE

THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY



ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
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AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

SIGNING AND
PAVEMENT MARKING PLANS
ENGINEER OF RECORD:

DESTON L. TAYLOR, P.E.
P.E. LICENSE NUMBER 96593
DRMP, INC.
700 S. PALAFOX STREET - SUITE 160
PENSACOLA, FL 32502
CONTRACT NO.: C-A152
(850) 316-4739
VENDOR NO.: F591791174001

FDOT PROJECT MANAGER:

CLAY HUNTER, P.E.
HNTB (850) 415-9001

PHASE II

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
T0000	25	S-1

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

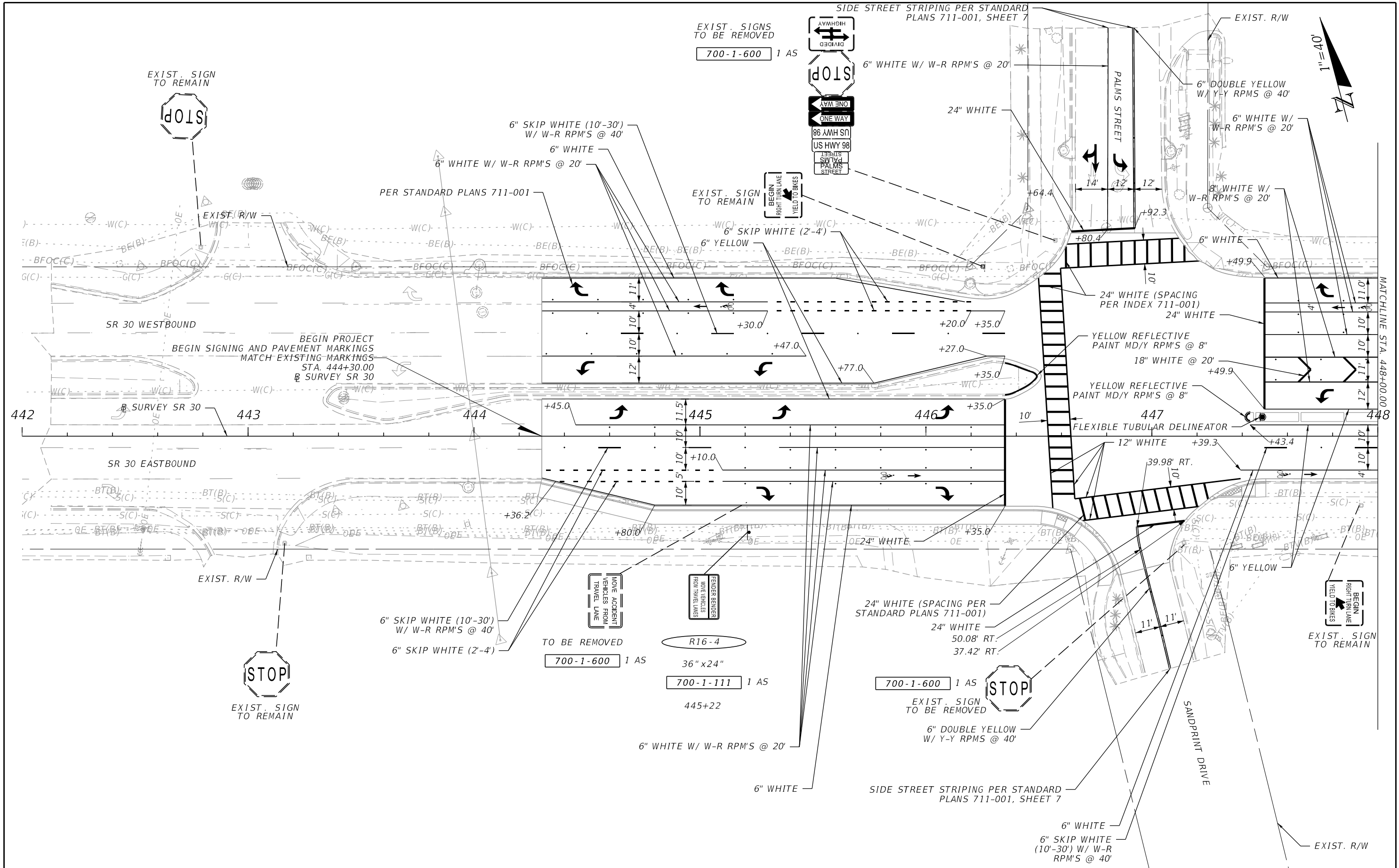
Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

APPLICABLE IRs:

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

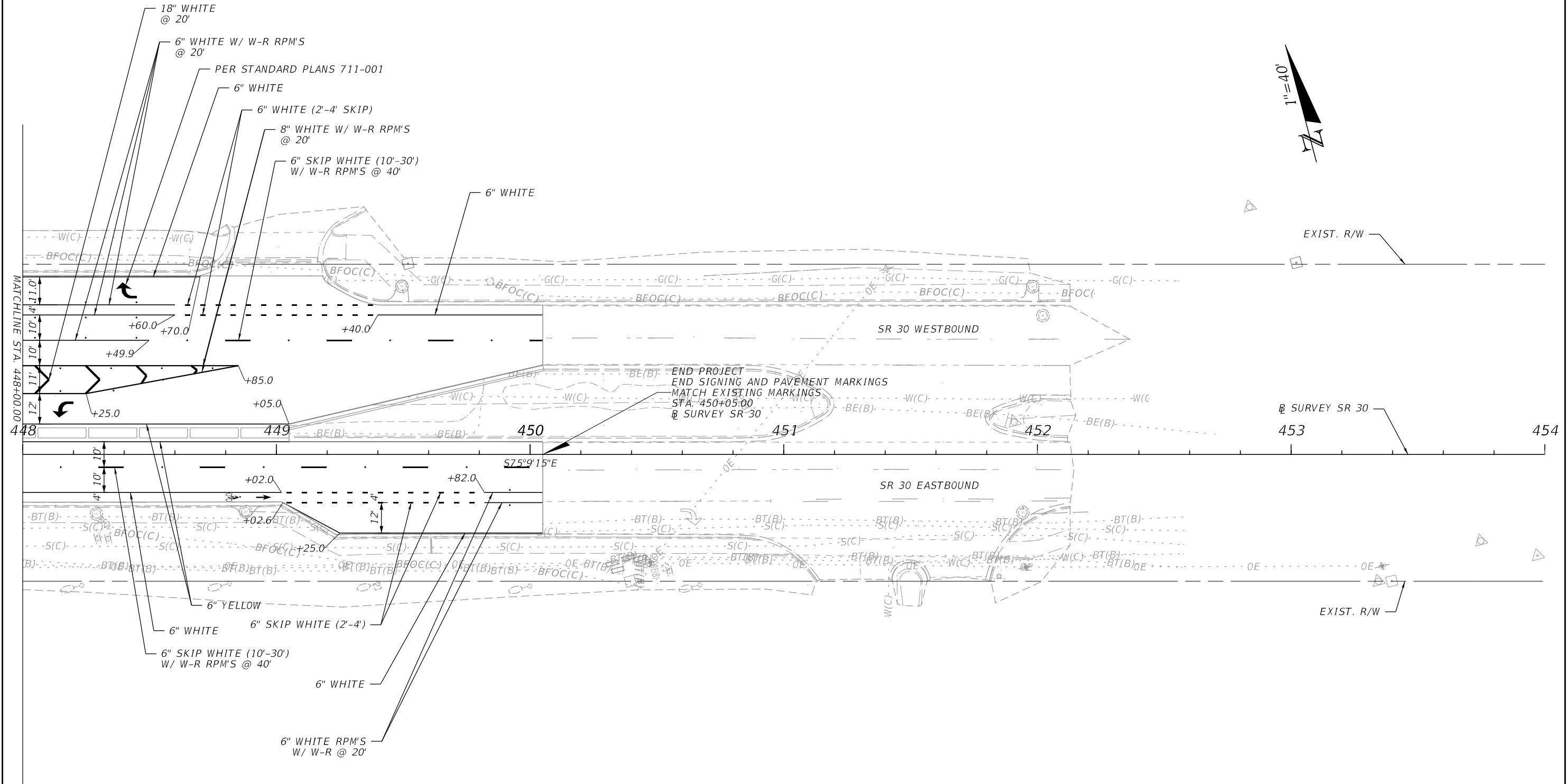
Florida Department of Transportation, FY 2024-25 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>



REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DESTON L. TAYLOR, P.E. LICENSE NUMBER: P.E. 96593 DRMP, INC. 700 S. PALAFOX STREET - SUITE 160 PENSACOLA, FL 32502		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
						SR 30	OKALOOSA	450982-152-01	

SIGNING & PAVEMENT
MARKING PLAN

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		SIGNING & PAVEMENT MARKING PLAN	SHEET NO. S-3
DATE	DESCRIPTION	DATE	DESCRIPTION	DESTON L. TAYLOR, P.E. LICENSE NUMBER: P.E. 96593 DRMP, INC. 700 S. PALAFOX STREET - SUITE 160 PENSACOLA, FL 32502		ROAD NO.	COUNTY		
						SR 30	OKALOOSA	FINANCIAL PROJECT ID 450982-1-52-01	

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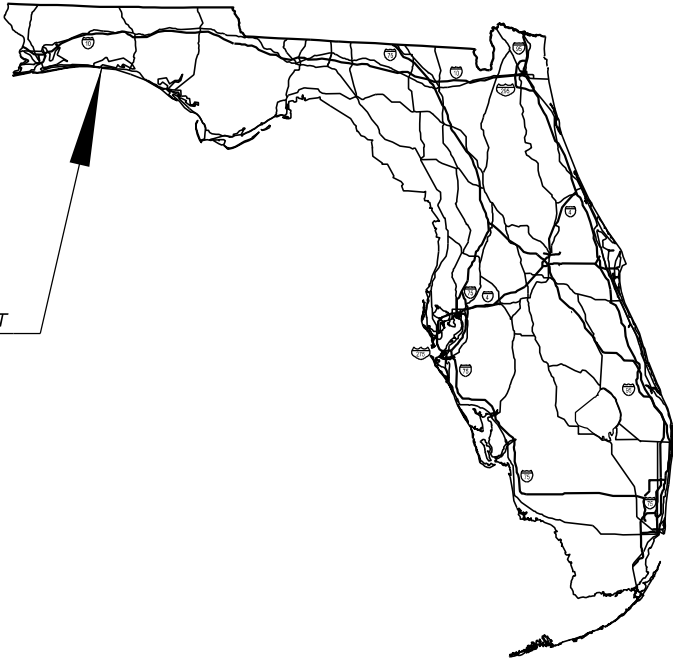
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
SIGNALIZATION PLANS

FINANCIAL PROJECT ID 450982-1-52-01

OKALOOSA COUNTY (57030)

STATE ROAD NO. 30
SR 30 (US 98) AT PALMS STREET/SANDPRINT DRIVE
INTERSECTION IMPROVEMENTS

LOCATION OF PROJECT



CONTRACT PLANS COMPONENTS

ROADWAY PLANS
LIGHTING PLANS
SIGNING & PAVEMENT MARKING PLANS
SIGNALIZATION PLANS

INDEX OF SIGNALIZATION PLANS

SHEET NO.	SHEET DESCRIPTION
T-1	KEY SHEET
T-2	SIGNATURE SHEET
T-3	GENERAL NOTES
T-4	SIGNALIZATION PLAN
T-5	STANDARD MAST ARM TABULATION
T-6	STANDARD MAST ARM ASSEMBLIES DATA TABLE (NOT IN THIS SUBMITTAL)
T-7	GUIDE SIGN WORKSHEET
T-8	REPORT OF CORE BORINGS (NOT IN THIS SUBMITTAL)

PROJECT LOCATION URL: <https://tinyurl.com/4ynzzhke>

PROJECT LIMITS: BEGIN MP 19.711 - END MP 19.806

EXCEPTIONS: NONE

BRIDGE LIMITS: NONE

RAILROAD CROSSING: NONE

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

APPLICABLE IRs: IR - -

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY 2024-25 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

SIGNALIZATION PLANS
ENGINEER OF RECORD:

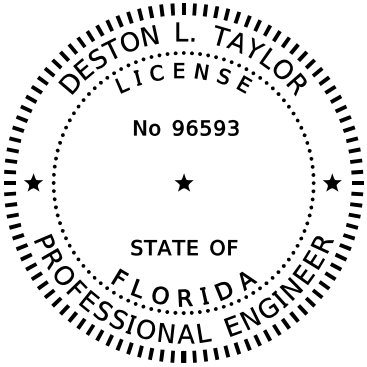
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P.E. LICENSE NUMBER 96593
DRMP, INC.
700 S. PALAFOX STREET - SUITE 160
PENSACOLA, FL 32502
CONTRACT NO.: C-A152
(850) 469-9077
VENDOR NO.: 5911791174001

FDOT PROJECT MANAGER:

CLAY HUNTER, P.E.
HNTB (850) 415-9001

PHASE II

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
T0000	25	T-1



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

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DRMP, Inc.
700 S Palafox St - Suite 160
Pensacola, FL 32502
Phone: (850) 469-9077 Fax: (850) 469-9073
Deston L. Taylor, P.E. License No. 96593

THE ABOVE-NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.
SIGNALIZATION PLANS

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
T-1	KEY SHEET
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T-3	SIGNALIZATION GENERAL NOTES
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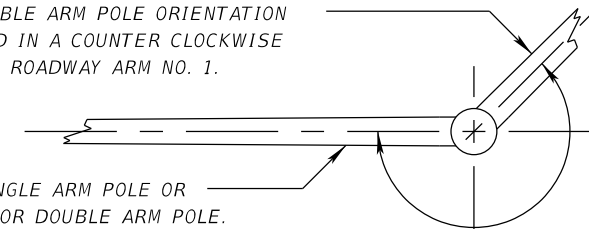
REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNATURE SHEET	SHEET NO.
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					SR 30	OKALOOSA	450982-1-52-01		

SIGNALIZATION GENERAL NOTES																																														
1. PROVIDE NEW TRAFFIC SIGNAL SYSTEM EQUIPMENT AND MATERIALS WITHIN THE LIMITS OF OKALOOSA COUNTY THAT IS FULLY COMPATIBLE AND INTER-OPERABLE WITH THAT EQUIPMENT CURRENTLY INSTALLED AND OPERATIONAL AS PART OF THE OKALOOSA COUNTY ADVANCED TRANSPORTATION MANAGEMENT SYSTEM. 2. NOTIFY THE DISTRICT THREE PUBLIC INFORMATION OFFICE AT (850) 330-1205, SEVEN DAYS BEFORE PLACING A NEW TRAFFIC SIGNAL INSTALLATION IN NORMAL OPERATIONAL MODE. NOTIFICATION IS NOT REQUIRED BEFORE PLACING THE SIGNAL IN THE FLASHING MODE. 3. SCHEDULE AN INSPECTION THROUGH THE DISTRICT THREE TRAFFIC OPERATIONS OFFICE AT (850) 330-1267 BEFORE PLACING A NEW TRAFFIC SIGNAL INSTALLATION IN NORMAL OPERATION MODE. AN INSPECTION IS NOT REQUIRED PRIOR TO PLACING THE SIGNAL IN FLASHING MODE. 4. THE CONTRACTOR IS TO HAND DIG THE FIRST 4 FEET FOR POLE FOUNDATIONS TO VERIFY CLEARANCE OF ALL UNDERGROUND UTILITIES. 5. WHEN ENGAGED IN INSTALLING OR MAINTAINING TRAFFIC SIGNALS, WORK PERFORMED SHALL BE UNDER THE SUPERVISION OF A TECHNICIAN CERTIFIED BY THE INTERNATIONAL MUNICIPAL SIGNAL ASSOCIATION (IMSA) AS A LEVEL II, TRAFFIC SIGNALS TECHNICIAN. THE TECHNICIAN SHALL REPORT TO THE JOB SITE WITHIN FOUR HOURS OF NOTIFICATION TO THE WORK SITE SUPERVISOR TO CORRECT ANY PROBLEM OR EMERGENCY THAT MAY ARISE. IN ADDITION, A TECHNICIAN CERTIFIED AS AN I.M.S.A. LEVEL I TRAFFIC SIGNAL TECHNICIAN SHALL BE PRESENT ON THE JOB SITE AT ALL TIMES THE TRAFFIC SIGNALIZATION WORK IS IN PROGRESS. 6. POLE AND FOUNDATION ELEVATION IS CRITICAL DUE TO THE USE OF HORIZONTAL SIGNAL HEADS IN THE DISTRICT. MOUNT HORIZONTAL HEADS AT APPROXIMATELY THE SAME ELEVATION AS THE HORIZONTAL MAST ARM MEMBER. MOUNTING SIGNAL HEADS VERTICALLY OR BELOW THE MAST ARM TO REMEDY ELEVATION PROBLEMS IS UNACCEPTABLE. VERIFY ELEVATIONS PRIOR TO POLE FABRICATION AND SIGNAL HEAD PLACEMENT. 7. CONTROLLER CABINETS SHALL BE FULLY WIRED AND FURNISHED WITH ALL EQUIPMENT NECESSARY TO RUN THE CONTROLLER AS SOP 10 WITH PEDESTRIAN MOVEMENTS, BUT WIRED TO OPERATE ACCORDING TO THE SEQUENCE SHOWN IN THE PLANS. 8. THE DETECTOR RACK WITH ASSOCIATED FIELD HOOK-UP PANEL(S) SHALL BE FULLY WIRED AND CAPABLE OF 24 CHANNELS OF DETECTION AND CONSECUTIVELY LABELED ACCORDING TO NEMA PHASE ASSOCIATIONS. ACCEPTABLE WIRING SCHEMES FOR THE TWELVE DETECTOR SLOTS SHALL BE FROM LEFT-TO-RIGHT AS FOLLOWS: 122344566788 OR 123456782468. 9. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED VV, VH, AND VVH ARE BASED ON THE LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED. 10. EXISTING UTILITIES TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION UNLESS SHOWN OTHERWISE. NECESSARY REPAIRS SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS AND SHALL BE TO THE SATISFACTION OF UTILITY OWNERS. 11. OKALOOSA COUNTY IS THE MAINTAINING AGENCY AND SHALL ASSUME RESPONSIBILITY FOR THE POWER BILL. 12. UTILITY/AGENCY OWNERS: <table><tr><th>COMPANY</th><th>CONTACT</th><th>TELEPHONE NUMBERS</th><th>EMAIL ADDRESSES</th></tr><tr><td>CENTURYLINK (LUMEN - LOCAL)</td><td>AMBER GILSON</td><td>(850) 815-3131</td><td>AMBER.GILSON@LUMEN.COM</td></tr><tr><td>COX COMMUNICATIONS</td><td>ROGER DIXON</td><td>(850) 259-5083</td><td>ROGER.DIXON@COX.COM</td></tr><tr><td>DESTIN WATER USERS</td><td>MONICA WALLIS</td><td>(850) 699-3665</td><td>MWALLIS@DWUINC.COM</td></tr><tr><td>FLORIDA POWER & LIGHT (DISTRIBUTION)</td><td>JEREMY COON</td><td>(850) 689-4629</td><td>JEREMY.COON@FPL.COM</td></tr><tr><td>LIVE OAK FIBER</td><td>MASON MERRYMAN</td><td>(850) 613-8058</td><td>MASON.MERRYMAN@LIVEOAKFIBER.COM</td></tr><tr><td>OKALOOSA COUNTY INFORMATION TECHNOLOGY</td><td>BOBBY BOYDSTUN</td><td>(850) 826-1065</td><td>BBOYDSTUN@MYOKALOOSA.COM</td></tr><tr><td>OKALOOSA COUNTY SIGNAL SYSTEM</td><td>TRAFFIC OPS 24/7 - ON CALL</td><td>(850) 651-7295</td><td></td></tr><tr><td>OKALOOSA GAS DISTRICT</td><td>SHAWN CROFT</td><td>(850) 200-5387</td><td>SHAWNCROFT@OKALOOSAGAS.COM</td></tr><tr><td>UNITI FIBER</td><td>KYLE HILL</td><td>(850) 544-1400</td><td>JAMES.HILL@UNITI.COM</td></tr></table> 13. THE PAY ITEM FOR UNDERGROUND ELECTRICAL POWER SERVICE SHALL INCLUDE ANY COST FOR THE OVERHEAD-TO-UNDERGROUND UTILITY ADJUSTMENT WORK THAT MAY BE ASSESSED BY THE POWER COMPANY, WHICH INCLUDES, BUT IS NOT LIMITED TO, CONDUIT, RISER, WEATHER HEAD, AND CONDUCTORS. IN ADDITION, FPL IS RESPONSIBLE FOR MAKING THE SERVICE CONNECTION OF THE CONDUCTORS AT THE TOP OF THE UTILITY POLE. 14. THE PAY ITEM FOR VEHICULAR SIGNAL ASSEMBLIES SHALL INCLUDE THE COST OF A HORIZONTAL ARTICULATING BRACKET FOR ALL PROJECTS UTILIZING MAST ARM SUPPORTS. 15. NOTIFY THE OKALOOSA COUNTY TRAFFIC ENGINEERING DEPARTMENT AT LEAST 48 HOURS IN ADVANCE OF LOOP INSTALLATION. PERMIT THE AGENCY'S REPRESENTATIVE TO CHALK THE LOOPS AND OBSERVE THEIR INSTALLATION AT THEIR OPTION. INSTALL LOOP ASSEMBLIES BEFORE PLACING THE FINAL COURSE OF ASPHALT. CONSTRUCT ALL TYPE-A LOOP ASSEMBLIES WITH THREE TURNS AND TYPE B LOOP ASSEMBLIES WITH FOUR TURNS.							COMPANY	CONTACT	TELEPHONE NUMBERS	EMAIL ADDRESSES	CENTURYLINK (LUMEN - LOCAL)	AMBER GILSON	(850) 815-3131	AMBER.GILSON@LUMEN.COM	COX COMMUNICATIONS	ROGER DIXON	(850) 259-5083	ROGER.DIXON@COX.COM	DESTIN WATER USERS	MONICA WALLIS	(850) 699-3665	MWALLIS@DWUINC.COM	FLORIDA POWER & LIGHT (DISTRIBUTION)	JEREMY COON	(850) 689-4629	JEREMY.COON@FPL.COM	LIVE OAK FIBER	MASON MERRYMAN	(850) 613-8058	MASON.MERRYMAN@LIVEOAKFIBER.COM	OKALOOSA COUNTY INFORMATION TECHNOLOGY	BOBBY BOYDSTUN	(850) 826-1065	BBOYDSTUN@MYOKALOOSA.COM	OKALOOSA COUNTY SIGNAL SYSTEM	TRAFFIC OPS 24/7 - ON CALL	(850) 651-7295		OKALOOSA GAS DISTRICT	SHAWN CROFT	(850) 200-5387	SHAWNCROFT@OKALOOSAGAS.COM	UNITI FIBER	KYLE HILL	(850) 544-1400	JAMES.HILL@UNITI.COM
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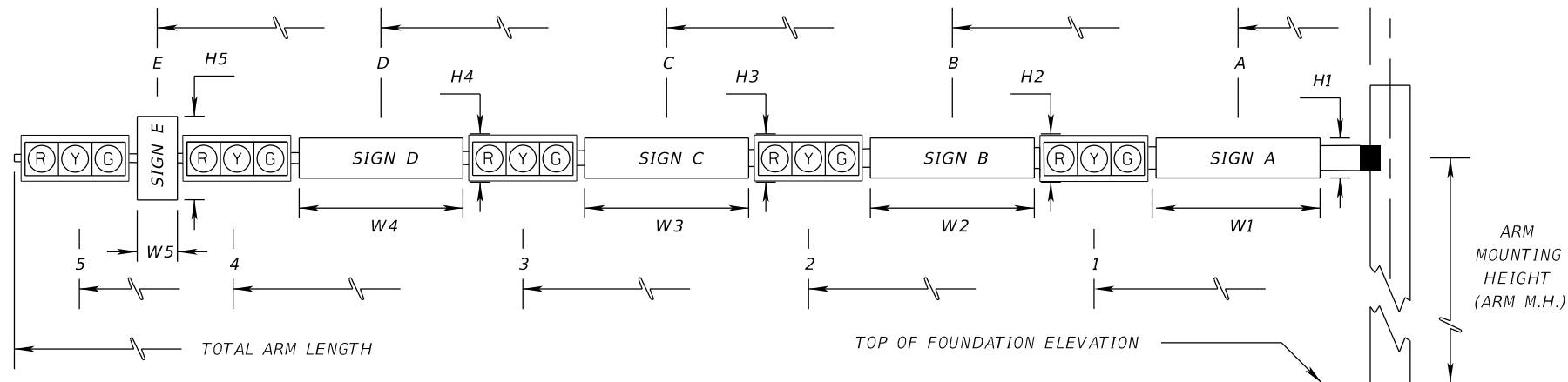
PROPOSED MAST ARMS

ARM NO. 2 - DOUBLE ARM POLE ORIENTATION
TO BE MEASURED IN A COUNTER CLOCKWISE
DIRECTION FROM ROADWAY ARM NO. 1.



ARM NO. 1 - SINGLE ARM POLE OR -
LONGEST ARM FOR DOUBLE ARM POLE

NOTE: 6 AND 7 TO BE PLACED ON BACKSIDE
OF MAST ARM



* DENOTES NUMBER OF SECTIONS IN SIGNAL HEAD ASSEMBL

[illegible]

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			STANDARD MAST ARM TABULATION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DESTON L. TAYLOR, P.E. LICENSE NUMBER: 96593 DRMP, INC. 700 S PALAFOX STREET - SUITE 160 PENSACOLA, FL 32502	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		T-5
					SR 30	OKALOOSA	450982-1-52-01		

2/5/2024 4:41:35 PM abailey
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SIGN NAME A						QTY	2	SIGN NUMBER	STATION(S)						
PANEL		BORDER						none							
WIDTH		5'-0"		WIDTH		0.5'									
HEIGHT		2'-0"		RADII		1.5'									
LEGEND		White		COLOR		White									
COLOR		Green													
SYMBOL(S)		ANGLE		X		Y		WID		HT					
SIGN NUMBER	NUMBER OF POSTS	CLEARANCE Edge Of Land	COLUMN SIZE				AVERAGE LENGTH								
NO. OF LIGHT FIXTURES		FIXTURE SPACING		PHOTOMETRIC CURVE				WATT		VOLTAGE					
COPY		U	S		9	8		L							
SPACE	6.6	10.6	8.1	10	10.1	8.1	6.5	46.9							
COPY															
SPACE															
COPY															
SPACE															
COPY															
SPACE															
COPY															
SPACE															
COPY															
SPACE															

SIGN NAME B						QTY	1	SIGN NUMBER	STATION(S)						
PANEL		BORDER						none							
WIDTH		9'-0"		WIDTH		0.5'									
HEIGHT		2'-0"		RADII		1.5'									
LEGEND		White		COLOR		White									
COLOR		Green													
SYMBOL(S)		ANGLE		X		Y		WID		HT					
SIGN NUMBER	NUMBER OF POSTS	CLEARANCE Edge Of Land	COLUMN SIZE				AVERAGE LENGTH								
NO. OF LIGHT FIXTURES		FIXTURE SPACING		PHOTOMETRIC CURVE				WATT		VOLTAGE					
COPY		S	a	n	d	p	r	i	n	t	D	r	L		
SPACE	3.9	10.3	10.6	9.7	10.6	9.7	7.4	6	9.6	5.2	5	11.1	5	3.9	
COPY															
SPACE															
COPY															
SPACE															
COPY															
SPACE															
COPY															
SPACE															
COPY															
SPACE															

SIGN NAME C						QTY	1	SIGN NUMBER	STATION(S)						
PANEL		BORDER						none							
WIDTH		6'-6"		WIDTH		0.5'									
HEIGHT		2'-0"		RADII		1.5'									
LEGEND		White		COLOR		White									
COLOR		Green													
SYMBOL(S)		ANGLE		X		Y		WID		HT					

SIGN NAME A						QTY	2	SIGN NUMBER	STATION(S)									
PANEL		BORDER						none										
WIDTH		5'-0"		WIDTH		0.5'												
HEIGHT		2'-0"		RADII		1.5'												
LEGEND		White		COLOR		White												
COLOR		Green																
SYMBOL(S)		ANGLE		X		Y		WID		HT								
SIGN NUMBER	NUMBER OF POSTS	CLEARANCE Edge Of Land	COLUMN SIZE				AVERAGE LENGTH											
NO. OF LIGHT FIXTURES									FIXTURE SPACING		PHOTOMETRIC CURVE		WATT		VOLTAGE			
COPY		U	S		9	8		L										
SPACE	6.6	10.6	8.1	10	10.1	8.1	6.5	46.9										
COPY																		
SPACE																		
COPY																		
SPACE																		
COPY																		
SPACE																		
COPY																		
SPACE																		
COPY																		
SPACE																		

SIGN NAME B						QTY	1	SIGN NUMBER	STATION(S)									
PANEL		BORDER						none										
WIDTH		9'-0"		WIDTH		0.5'												
HEIGHT		2'-0"		RADII		1.5'												
LEGEND		White		COLOR		White												
COLOR		Green																
SYMBOL(S)		ANGLE		X		Y		WID		HT								
SIGN NUMBER	NUMBER OF POSTS	CLEARANCE Edge Of Land	COLUMN SIZE				AVERAGE LENGTH											
NO. OF LIGHT FIXTURES									FIXTURE SPACING		PHOTOMETRIC CURVE		WATT		VOLTAGE			
COPY		S	a	n	d	p	r	i	n	t	D	r	L					
SPACE	3.9	10.3	10.6	9.7	10.6	9.7	7.4	6	9.6	5.2	5	11.1	5	3.9	100.2			
COPY																		
SPACE																		
COPY																		
SPACE																		
COPY																		
SPACE																		
COPY																		
SPACE																		
COPY																		
SPACE																		

SIGN NAME C						QTY	1	SIGN NUMBER	STATION(S)						
PANEL		BORDER						none							
WIDTH		6'-6"		WIDTH		0.5'									
HEIGHT															

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
LIGHTING PLANS
SIGNING AND PAVEMENT MARKING PLANS
SIGNALIZATION PLANS

A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3 - 4	TYPICAL SECTIONS
5	MODEL MANAGEMENT
6	PROJECT CONTROL
7	GENERAL NOTES
8 - 9	ROADWAY PLAN
10	DRAINAGE STRUCTURES
11	SPECIAL DETAILS
12 - 13	TEMPORARY TRAFFIC CONTROL PLAN
14 - 15	UTILITY ADJUSTMENT

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

APPLICABLE IRs:

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY 2024-25 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROADWAY PLANS

FINANCIAL PROJECT ID 450982-1-52-01

OKALOOSA COUNTY (57030)

STATE ROAD NO. 30
SR 30 (US 98) AT PALMS STREET/SANDPRINT DRIVE
INTERSECTION IMPROVEMENTS

PROJECT LOCATION URL: <https://tinyurl.com/4ynzzhke>

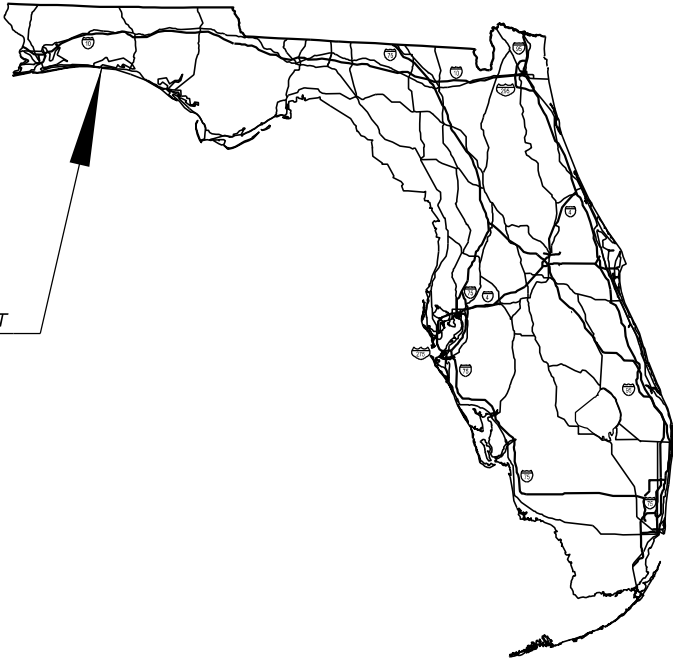
PROJECT LIMITS: BEGIN MP 19.711 - END MP 19.806

EXCEPTIONS: NONE

BRIDGE LIMITS: NONE

RAILROAD CROSSING: NONE

LOCATION OF PROJECT



ROADWAY PLANS
ENGINEER OF RECORD:

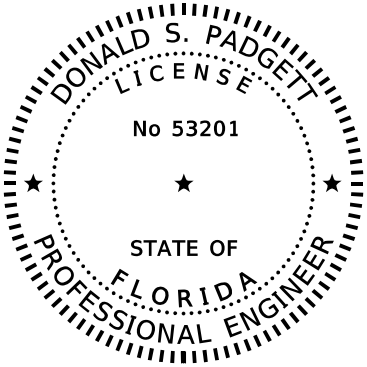
DONALD S. PADGETT, P.E.
P.E. LICENSE NUMBER 53201
DRMP, INC.
1625 SUMMIT LAKE DRIVE - SUITE 200
TALLAHASSEE, FL 32317
CONTRACT NO.: C-A152
(850) 469-9077
VENDOR NO.: F591791174001

FDOT PROJECT MANAGER:

CLAY HUNTER, P.E.
HNTB (850) 415-9001

PHASE II

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
T0000	25	1



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

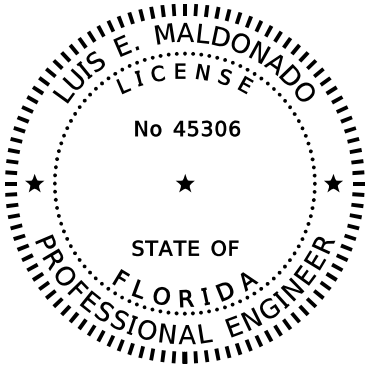
ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
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AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

DRMP, Inc.
1625 Summit Lake Drive - Suite 200
Tallahassee FL 32317
Phone: (850) 469-9077 Fax: (850) 469-9073
Donald S. Padgett, P.E. License No. 53201

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
1	KEY SHEET
2	SIGNATURE SHEET
3 - 4	TYPICAL SECTIONS
5	MODEL MANAGEMENT
6	PROJECT CONTROL
7	GENERAL NOTES
8 - 9	ROADWAY PLAN
11	SPECIAL DETAILS
12 - 13	TEMPORARY TRAFFIC CONTROL PLAN
14 - 15	UTILITY ADJUSTMENT



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SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

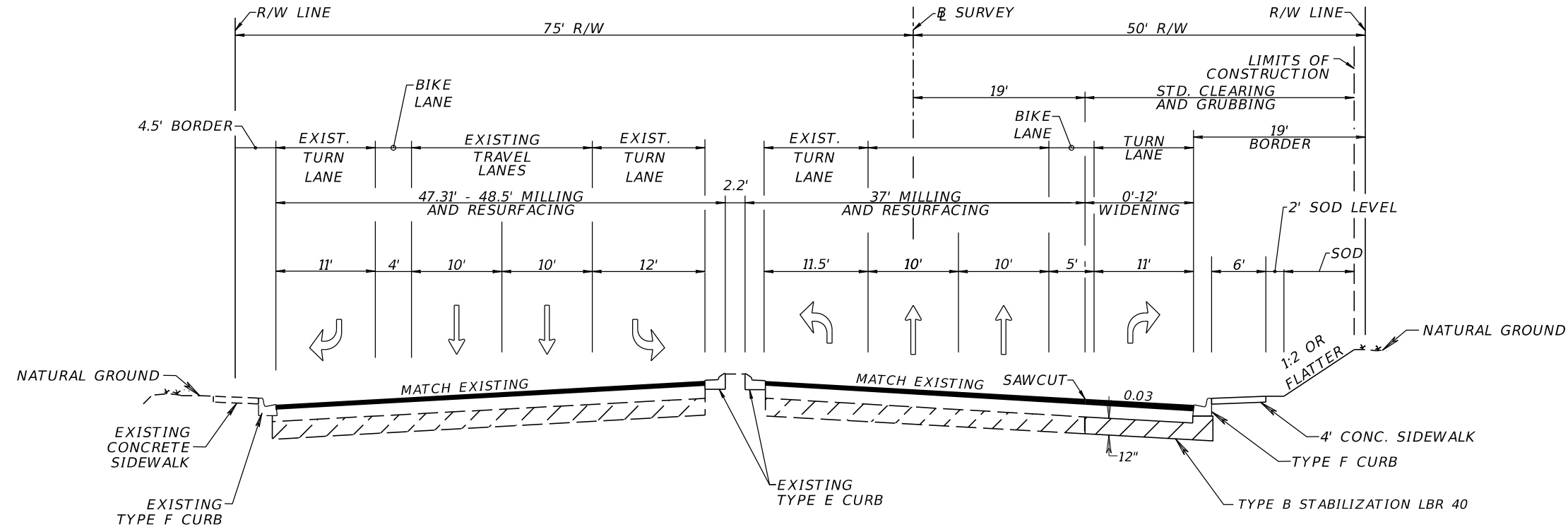
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AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

DRMP, Inc.
1625 Summit Lake Drive - Suite 200
Tallahassee, FL 32317
Phone: (850) 562-9600
Luis E. Maldonado, P.E. License No. 45306

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
2	SIGNATURE SHEET
10	DRAINAGE STRUCTURES

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNATURE SHEET	SHEET NO.	
DATE	DESCRIPTION		DATE	DESCRIPTION	DONALD S. PADGETT, P.E. LICENSE NUMBER: P.E. 53201 DRMP, INC. 1625 SUMMIT LAKE DRIVE, SUITE 200 TALLAHASSEE, FL 32317	ROAD NO.	COUNTY		FINANCIAL PROJECT ID	2
						SR 30	OKALOOSA		450982-1-52-01	



TYPICAL SECTION 1
SR 30
STA. 444+30.00 TO STA. 446+95.07

MILLING - TRAVEL LANES

TBD

RESURFACING - TRAVEL LANES

TBD

MILLING - TURN LANES

TBD

RESURFACING - TURN LANES

TBD

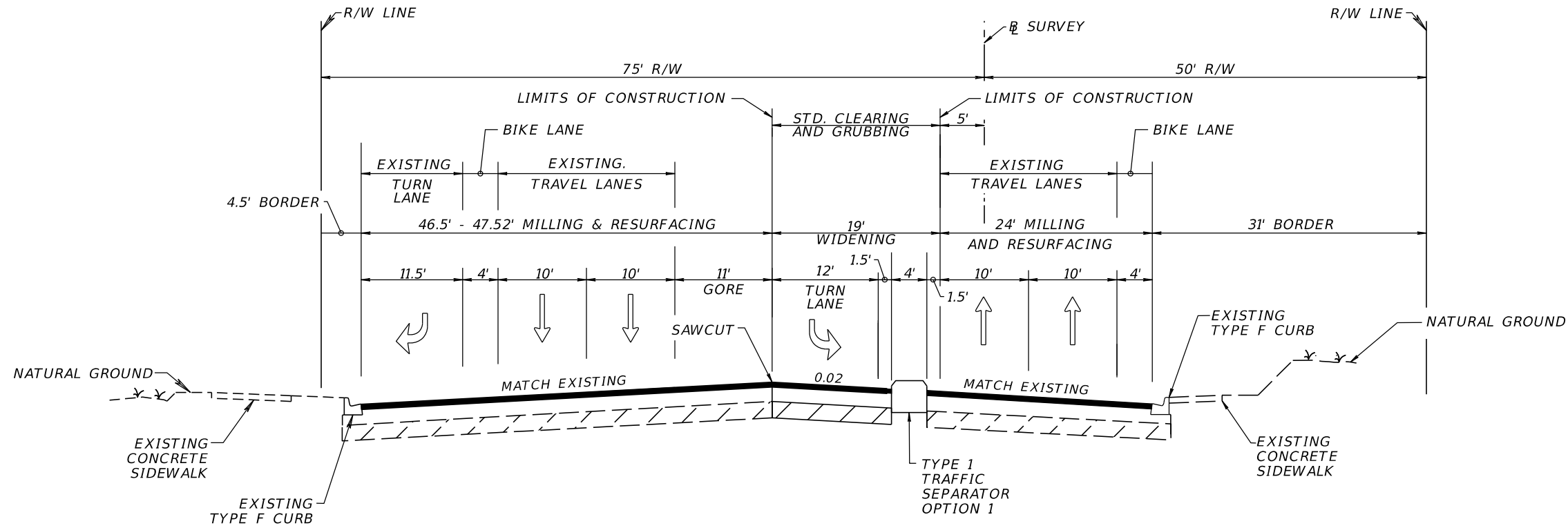
NEW CONSTRUCTION - TURN LANES

TBD

TRAFFIC DATA

CURRENT YEAR = 2022 AADT = 52000
ESTIMATED OPENING YEAR = 2025 AADT = 52600
ESTIMATED DESIGN YEAR = 2045 AADT = 56000
K = 9.0% D = 57.90% T = 4.8% (24 HOUR)
DESIGN HOUR T = 2.40%
DESIGN SPEED = 40 MPH
CONTEXT CLASSIFICATION = C4

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TYPICAL SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DONALD S. PADGETT, P.E. LICENSE NUMBER: P.E. 53201 DRMP, INC. 1625 SUMMIT LAKE DRIVE, SUITE 200 TALLAHASSEE, FL 32317		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						SR 30	OKALOOSA	450982-1-52-01		3



TYPICAL SECTION 2
SR 30
STA. 446+95.07 TO STA. 450+05.00

MILLING - TRAVEL LANES

TBD

RESURFACING - TRAVEL LANES

TBD

MILLING - TURN LANES

TBD

RESURFACING - TURN LANES

TBD

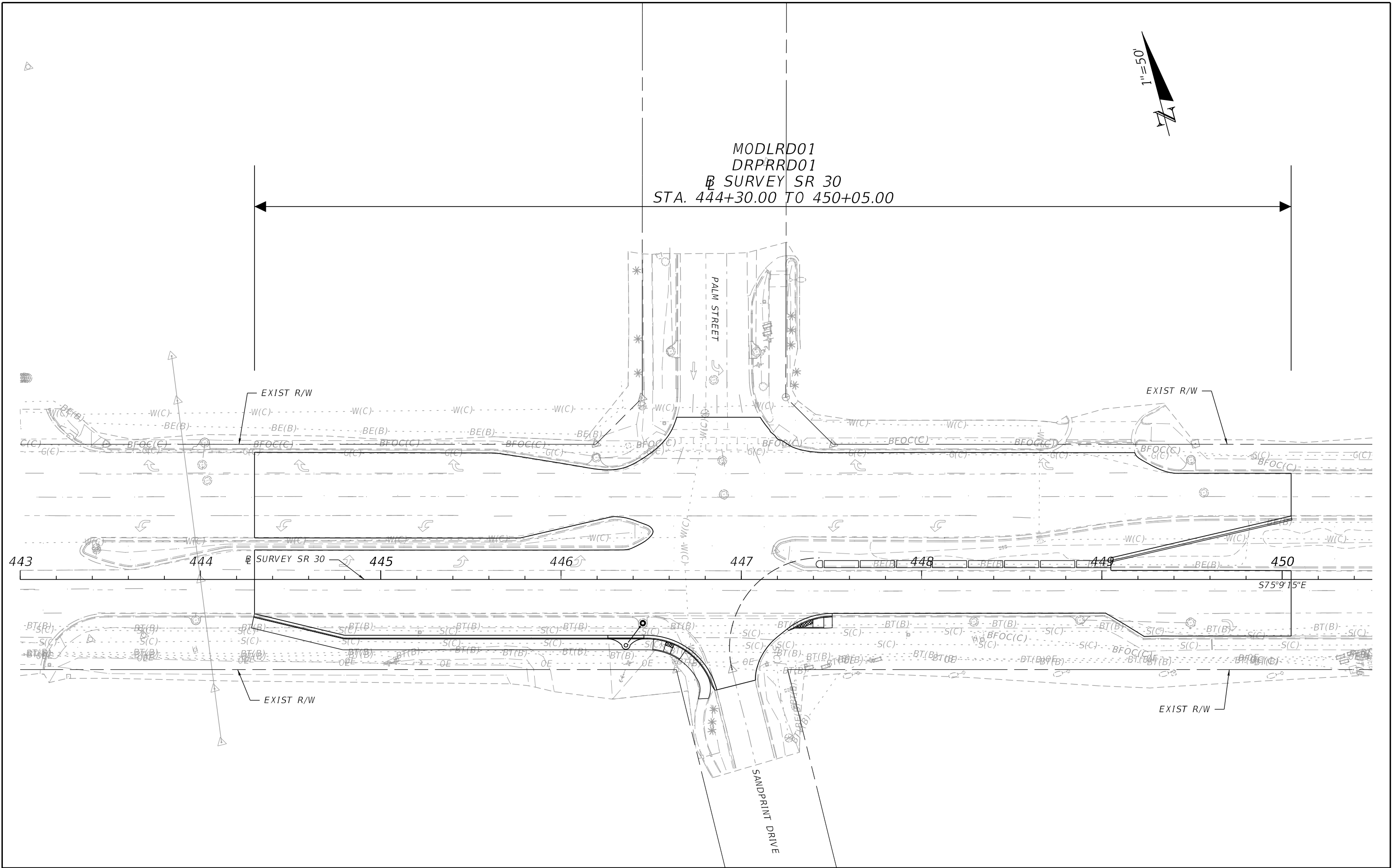
NEW CONSTRUCTION - TURN LANES

TBD

TRAFFIC DATA

CURRENT YEAR = 2022 AADT = 52000
ESTIMATED OPENING YEAR = 2025 AADT = 52600
ESTIMATED DESIGN YEAR = 2045 AADT = 56000
K = 9.0% D = 57.90% T = 4.8% (24 HOUR)
DESIGN HOUR T = 2.40%
DESIGN SPEED = 40 MPH
CONTEXT CLASSIFICATION = C4

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TYPICAL SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DONALD S. PADGETT, P.E. LICENSE NUMBER: P.E. 53201 DRMP, INC. 1625 SUMMIT LAKE DRIVE, SUITE 200 TALLAHASSEE, FL 32317		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						SR 30	OKALOOSA	450982-1-52-01		4



REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			MODEL MANAGEMENT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DONALD S. PADGETT, P.E. LICENSE NUMBER: P.E. 53201 DRMP, INC. 1625 SUMMIT LAKE DRIVE, SUITE 200 TALLAHASSEE, FL 32317		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						SR 30	OKALOOSA	450982-1-52-01		5

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A diagram showing a survey line with three segments. The segments are labeled with their lengths: 120.46', 51.84', and 62.14'. The angle between the first two segments is labeled 35°12'54". The survey line is labeled "P. SURVEY" and "GULF SHORE DRIVE".

The diagram shows a traverse starting from a point on a vertical line labeled 'B. SURVEY'. The traverse consists of four segments: 55.00', 30.00', 30.00', and 30.00'. A 90°00'00" angle is indicated between the first segment and the 'B. SURVEY' line.

LEGEND

- [illegible]

1. PROJECT IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM NAD 1983/2011 HORIZONTAL DATUM.
2. BENCHMARK ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88).
3. INFORMATION FOR BENCHMARKS IS SHOWN TO THE NEAREST FOOT FOR COORDINATES & THE TENTH OF A SECOND FOR LATITUDE / LONGITUDE AND IS TO BE USED FOR RECON PURPOSES ONLY, SHOULD NOT BE USED FOR HORIZONTAL CONTROL.

[illegible]

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT CONTROL	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DONALD S. PADGETT, P.E. LICENSE NUMBER: P.E. 53201 DRMP, INC. 1625 SUMMIT LAKE DRIVE, SUITE 200 TALLAHASSEE, FL 32317, STATE ZIP CODE	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		6
					SR 30	OKALOOSA	450982-1-52-01		

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GENERAL NOTES

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
2. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:

PAUL A. SNELGROVE, P.S.M.
L.S. NO: 4952
SNELGROVE SURVEYING AND MAPPING, INC.
4997 HIGHWAY 90
MARIANNA, FLORIDA 32446
(850) 526-3991
3. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh, AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
4. UTILITY/AGENCY OWNERS:

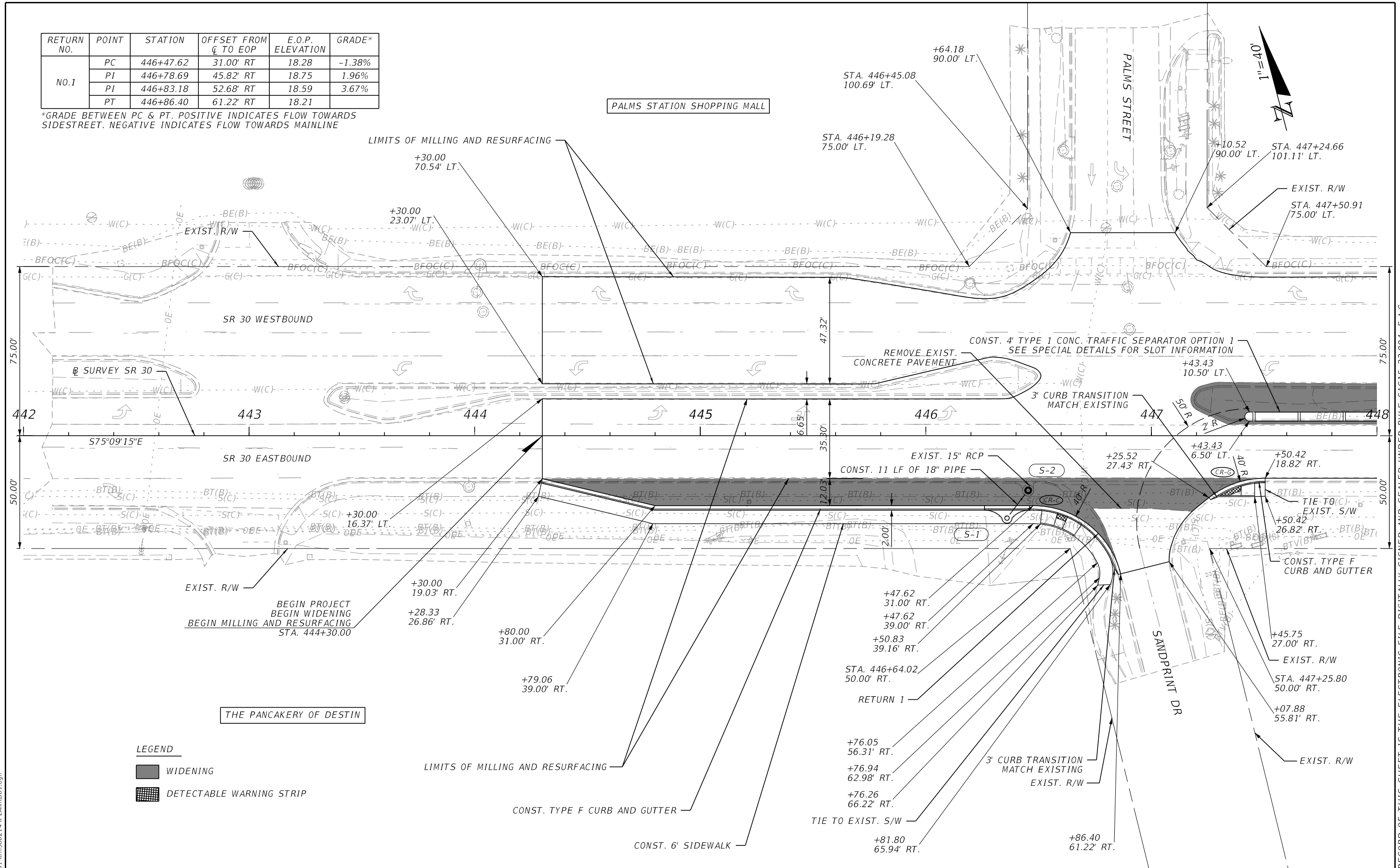
COMPANY	CONTACT	TELEPHONE NUMBERS	EMAIL ADDRESSES
CENTURYLINK (LUMEN - LOCAL)	AMBER GILSON	(850) 815-3131	AMBER.GILSON@LUMEN.COM
COX COMMUNICATIONS	ROGER DIXON	(850) 259-5083	ROGER.DIXON@COX.COM
DESTIN WATER USERS	MONICA WALLIS	(850) 699-3665	MWALLIS@DWUINC.COM
FLORIDA POWER & LIGHT (DISTRIBUTION)	JEREMY COON	(850) 689-4629	JEREMY.COON@FPL.COM
LIVE OAK FIBER	MASON MERRYMAN	(850) 613-8058	MASON.MERRYMAN@LIVEOAKFIBER.COM
OKALOOSA COUNTY INFORMATION TECHNOLOGY	BOBBY BOYDSTUN	(850) 826-1065	BBOYDSTUN@MYOKALOOSA.COM
OKALOOSA COUNTY SIGNAL SYSTEM	TRAFFIC OPS 24/7 - ON CALL	(850) 651-7295	
OKALOOSA GAS DISTRICT	SHAWN CROFT	(850) 200-5387	SHAWNCROFT@OKALOOSAGAS.COM
UNITI FIBER	KYLE HILL	(850) 544-1400	JAMES.HILL@UNITI.COM

5. EXISTING DRAINAGE STRUCTURES AND PIPES WITHIN THE CONSTRUCTION LIMITS ARE TO REMAIN, UNLESS OTHERWISE NOTED.

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION		DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				DONALD S. PADGETT, P.E. LICENSE NUMBER: P.E. 53201 DRMP, INC. 1625 SUMMIT LAKE DRIVE, SUITE 200 TALLAHASSEE, FL 32317		SR 30	OKALOOSA	450982-1-52-01		7

RETURN NO.	POINT	STATION	OFFSET FROM C TO EOP	E.O.P. ELEVATION	GRADE*
NO.1	PC	446+47.62	31.00' RT	18.28	-1.38%
	PI	446+78.69	45.82' RT	18.75	1.96%
	PI	446+83.18	52.68' RT	18.59	3.67%
	PT	446+86.40	61.22' RT	18.21	

*GRADE BETWEEN PC & PT. POSITIVE INDICATES FLOW TOWARDS SIDESTREET. NEGATIVE INDICATES FLOW TOWARDS MAINLINE

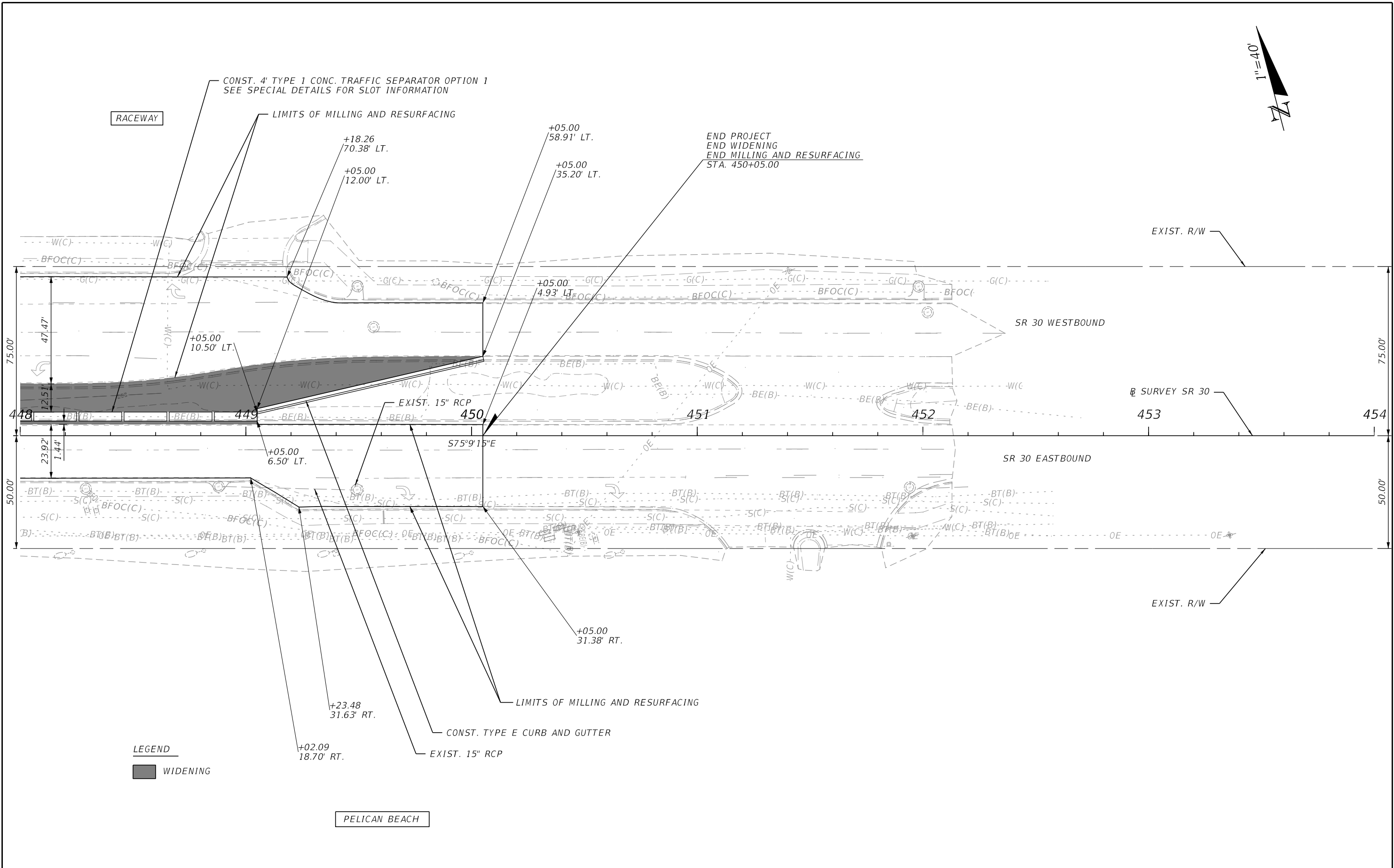


REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		ROADWAY PLAN	SHEET NO. 8
DATE	DESCRIPTION	DATE	DESCRIPTION	DONALD S. PADGETT, P.E. LICENSE NUMBER: P.E. 53201 DRMP, INC. 1625 SUMMIT LAKE DRIVE, SUITE 200 TALLAHASSEE, FL 32317		ROAD NO.	COUNTY		
						SR 30	OKALOOSA	FINANCIAL PROJECT ID 450982-1-52-01	

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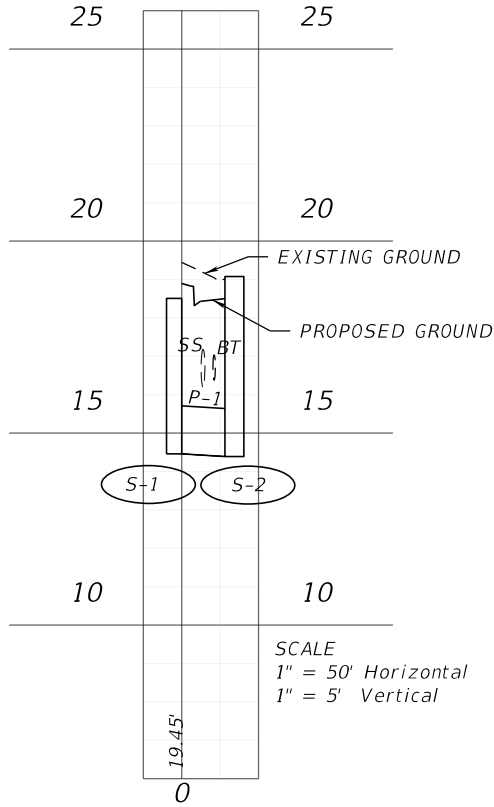
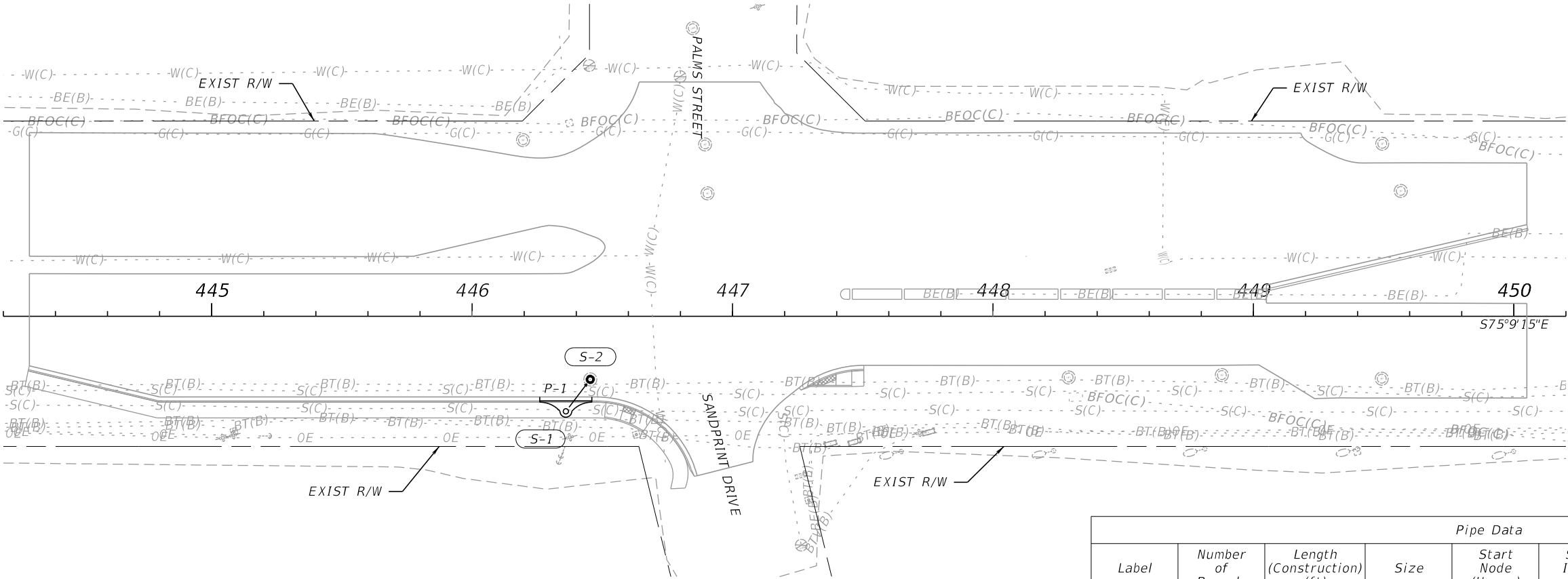
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REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		ROADWAY PLAN	SHEET NO. 9
DATE	DESCRIPTION	DATE	DESCRIPTION	DONALD S. PADGETT, P.E. LICENSE NUMBER: P.E. 53201 DRMP, INC. 1625 SUMMIT LAKE DRIVE, SUITE 200 TALLAHASSEE, FL 32317		ROAD NO.	COUNTY		
						SR 30	OKALOOSA	FINANCIAL PROJECT ID 450982-1-52-01	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

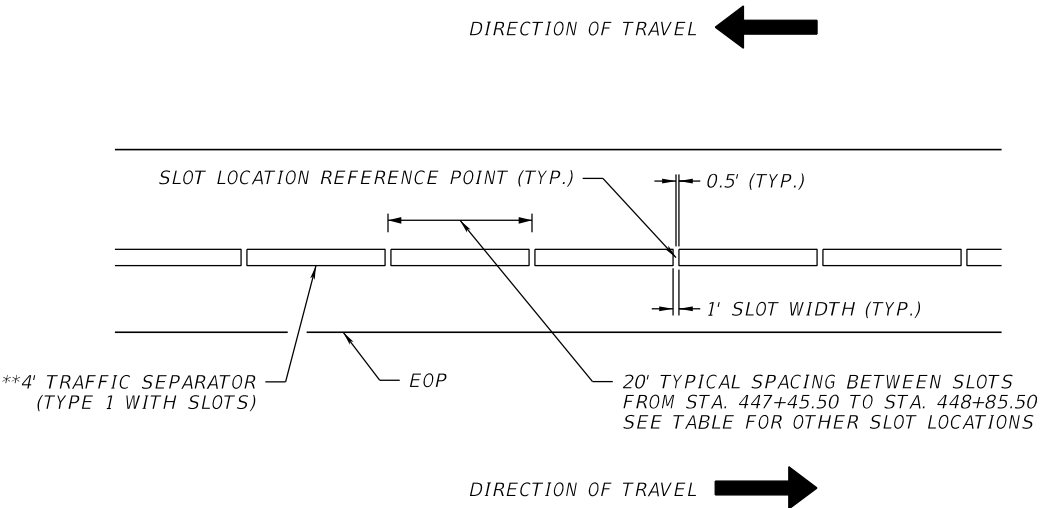


Pipe Data								
Label	Number of Barrels	Length (Construction) (ft)	Size	Start Node (Upper)	Start Invert (ft)	Stop Node (Lower)	Stop Invert (ft)	Optional Pipe
P-1	1	11	15 inch	S-1	14.46	S-2	14.39	

Structure Data										
Label	Baseline Feature	Baseline Station (ft)	Baseline Offset (ft)	Structure Type	Bottom Dimensions	FDOT Standard Plans (400 index series) Notes	Remarks	Reference Point Elevation (ft)	Sump Elevation (Structure Invert) (ft)	-Pipe-Label
S-1		446+36	31	CURB INLET TYPE 2	4' DIA.	425-020		18.51	14.46	
										(Out) P-1

Manhole Data										
Label	Baseline Feature	Baseline Station (ft)	Baseline Offset (ft)	Structure Type	Bottom Dimensions	FDOT Standard Plans (400 index series) Notes	Remarks	Reference Point Elevation (ft)	Sump Elevation (Structure Invert) (ft)	-Pipe-Label
S-2	CL	446+45.37	24.2314	MANHOLE TYPE 7 (PARTIAL)	N/A	425-001		18.53	14.39	
										(In) P-1

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	DONALD S PADGETT, P.E. LICENSE NUMBER: P.E. 53201 DRMP, INC. 1625 SUMMIT LAKE DRIVE, SUITE 200 TALLAHASSEE, FL 32317		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
			SR 30	OKALOOSA	450982-1-52-01		10



SLOT LOCATION REFERENCE POINT STATION (LT)		
447+45.50	448+05.50	448+65.50
447+65.50	448+25.50	448+65.50
447+85.50	448+45.50	448+85.50

*STATIONS ARE BASED ON THE SR 30 BASELINE SURVEY

TRAFFIC SEPARATOR DETAIL
STA. 447+41.43 LT TO STA. 449+05.00 LT

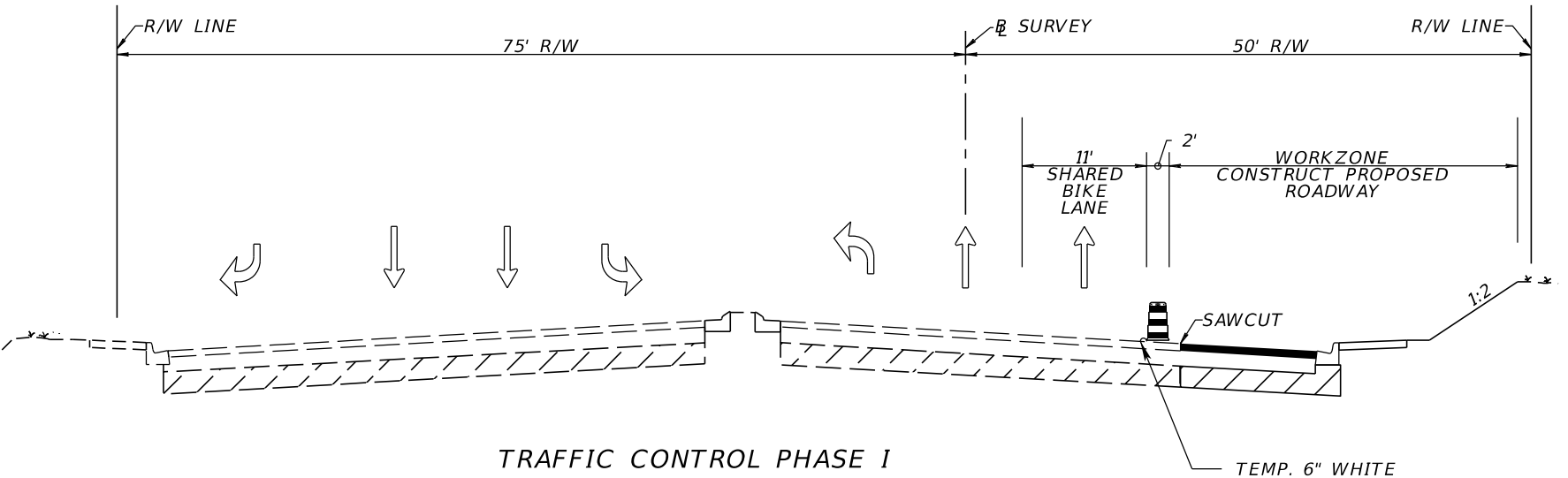
REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
				DONALD S. PADGETT, P.E. LICENSE NUMBER: P.E. 53201 DRMP, INC. 1625 SUMMIT LAKE DRIVE, SUITE 200 TALLAHASSEE, FL 32317	SR 30	OKALOOSA	450982-1-52-01	11

TEMPORARY TRAFFIC CONTROL PLAN (TTCP) NOTES

- 1. MAINTAIN TRAFFIC IN ACCORDANCE WITH THE CURRENT EDITION OF THE FDOT STANDARD PLANS, 102-600 SERIES.
- 2. SIGNAL AND LIGHTING CONSTRUCTION TO BE COMPLETED DURING BOTH PHASES 1 AND 2.
- 3. NO LANE CLOSURES FROM 6:30 A.M. TO 11:30 P.M. FURTHER LANE CLOSURE RESTRICTIONS WILL BE EVALUATED IN PHASE 3 AFTER COORDINATING WITH LOCAL OPERATIONS STAFF.
- 4. MAINTAIN PEDESTRIAN TRAFFIC USING STANDARD PLANS 102-660 & GULF SHORE DRIVE TO THE WEST AND THE MID-BLOCK CROSSING TO THE EAST OF THE PROJECT.

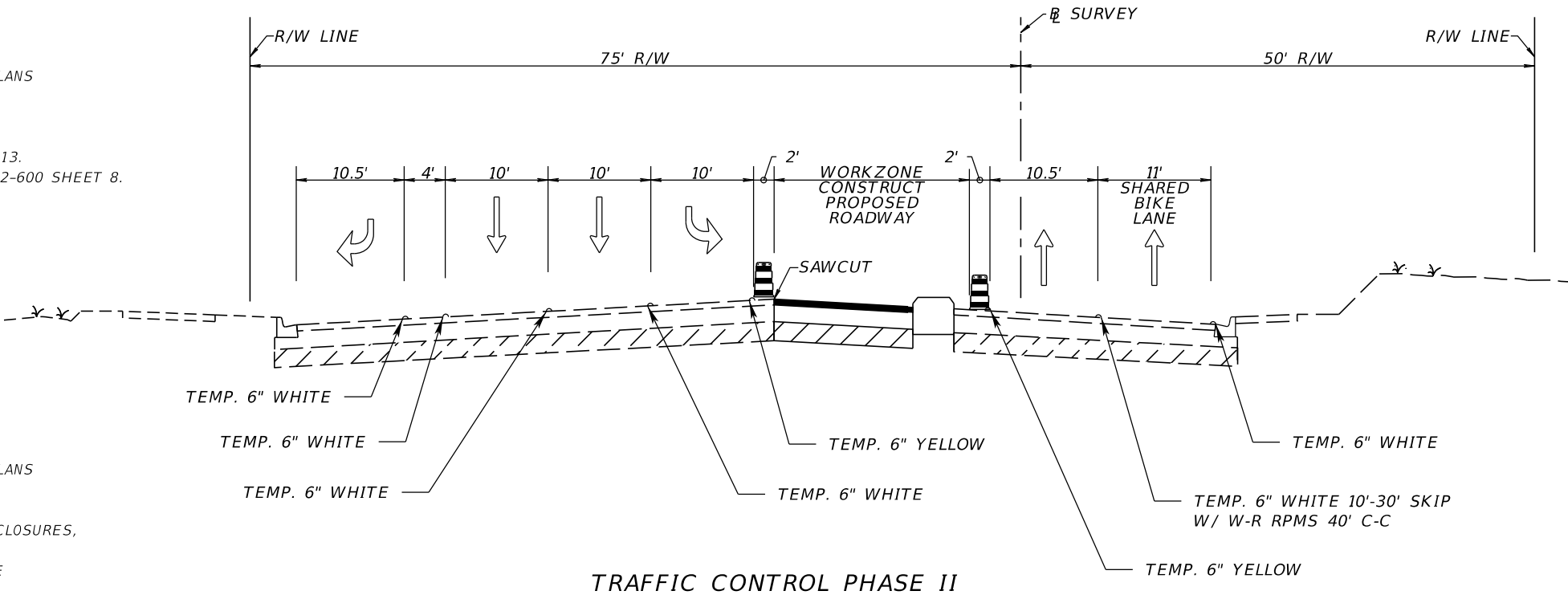
PHASE I - STA. 444+15.00 TO STA. 447+55.00

- 1. INSTALL TRAFFIC CONTROL SIGNS AND DEVICES IN ACCORDANCE WITH THE STANDARD PLANS AND TTCP DETAILS AS NEEDED FOR PHASE I.
- 2. INSTALL EROSION CONTROL DEVICES FOR PHASE I.
- 3. CONSTRUCT RIGHT TURN LANE WIDENING AND PROPOSED DRAINAGE IMPROVEMENTS FOR SANDPRINT DRIVE USING LANE CLOSURES IN ACCORDANCE WITH STANDARD PLANS 102-613.
- 4. MITIGATE DROP-OFF HAZARDS USING NOTE 3 IN ACCORDANCE WITH STANDARD PLANS 102-600 SHEET 8.
- 5. CONST. SANDPRINT DRIVE INTERSECTION IN ACCORDANCE WITH STANDARD PLANS 102-615



PHASE II - STA. 447+05.00 TO STA. 450+15.00

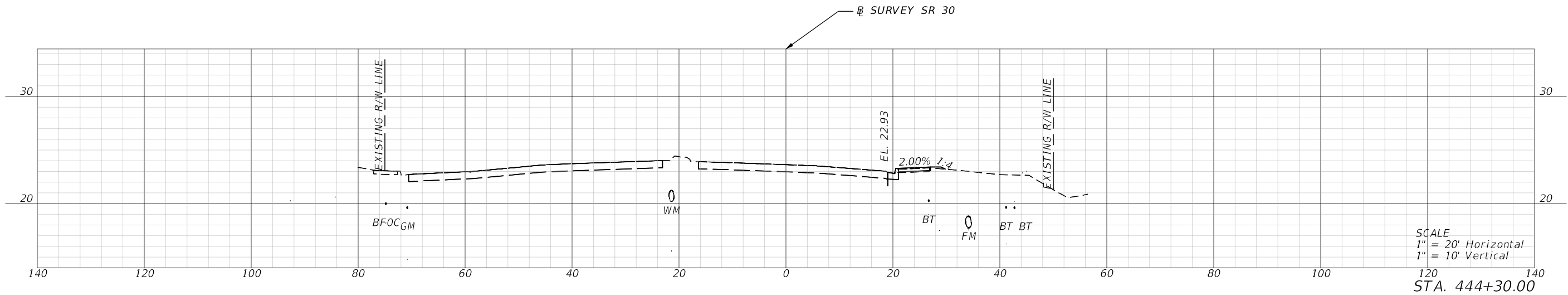
- 1. INSTALL TRAFFIC CONTROL SIGNS AND DEVICES IN ACCORDANCE WITH THE STANDARD PLANS AND TTCP DETAILS AS NEEDED FOR PHASE II.
- 2. INSTALL EROSION CONTROL DEVICES FOR PHASE II.
- 3. CONSTRUCT PROPOSED DRAINAGE IMPROVEMENTS AND LEFT TURN LANE INTO SANDPRINT DRIVE USING LANE CLOSURES IN ACCORDANCE WITH STANDARD PLANS 102-613.
- 4. MITIGATE DROP-OFF HAZARDS USING NOTE 3 IN ACCORDANCE WITH STANDARD PLANS 102-600 SHEET 8.



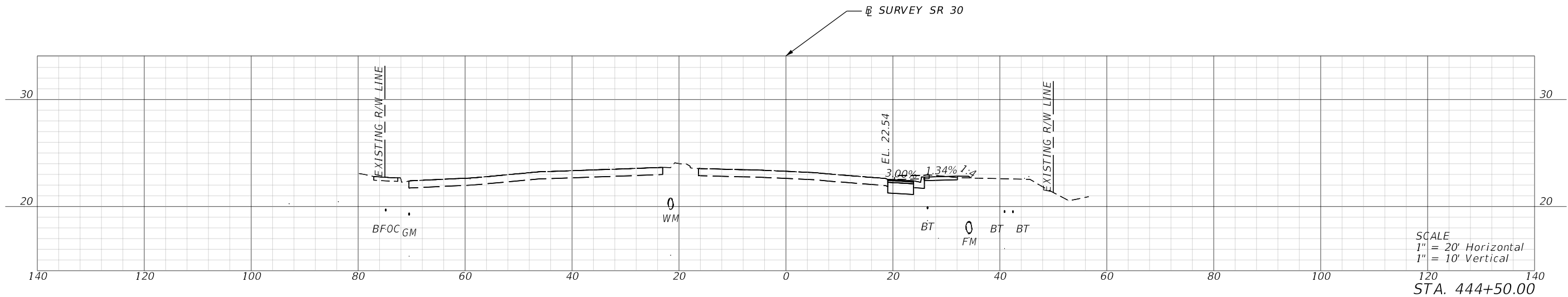
PHASE III - STA. 444+30.00 TO STA. 450+05.00

- 1. INSTALL TRAFFIC CONTROL SIGNS AND DEVICES IN ACCORDANCE WITH THE STANDARD PLANS AND TTCP DETAILS AS NEEDED FOR PHASE III.
- 2. INSTALL EROSION CONTROL DEVICES FOR PHASE III.
- 3. UTILIZING EXISTING AND NEWLY CONSTRUCTED ROADWAY WITH LANE SHIFTS AND LANE CLOSURES, MILL AND RESURFACE THE EXISTING ROADWAY
- 4. INSTALL PROPOSED SIGNING AND PAVEMENT MARKINGS TO PLACE TRAFFIC IN FINAL LANE CONFIGURATION.

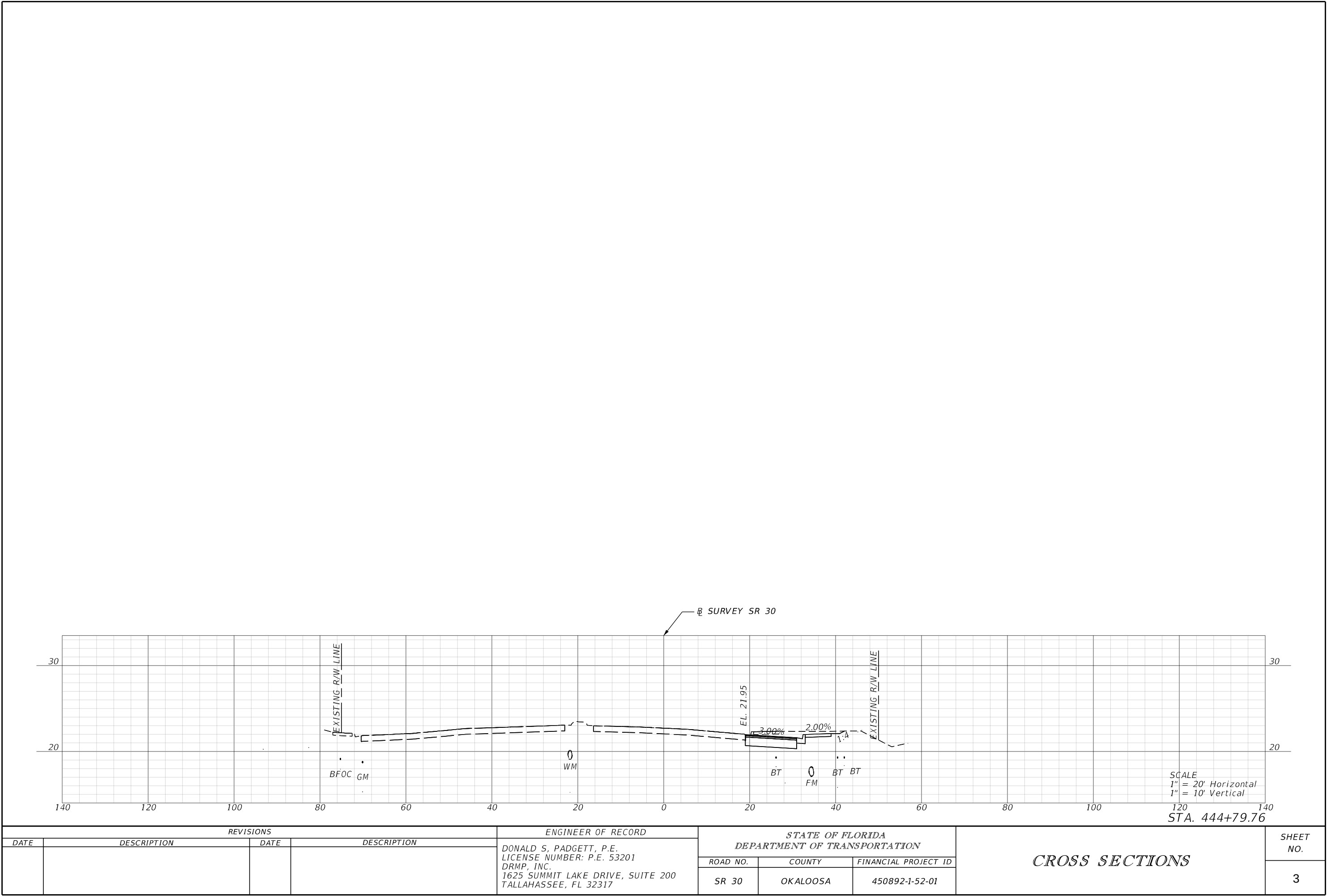
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DATE	DESCRIPTION	DATE	DESCRIPTION	DONALD S. PADGETT, P.E. LICENSE NUMBER: P.E. 53201 DRMP, INC. 1625 SUMMIT LAKE DRIVE, SUITE 200 TALLAHASSEE, FL 32317		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						SR 30	OKALOOSA	450982-1-52-01		12



REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DONALD S. PADGETT, P.E. LICENSE NUMBER: P.E. 53201 DRMP, INC. 1625 SUMMIT LAKE DRIVE, SUITE 200 TALLAHASSEE, FL 32317		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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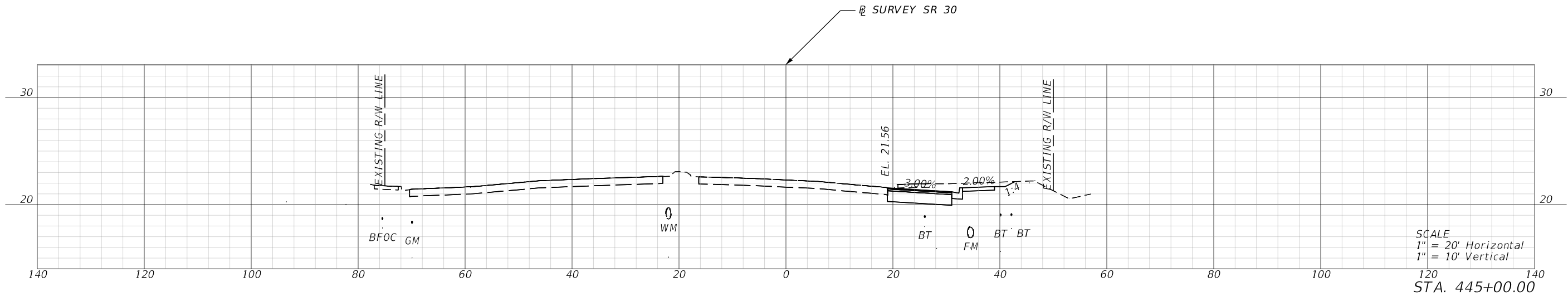


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REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			CROSS SECTIONS	SHEET NO.
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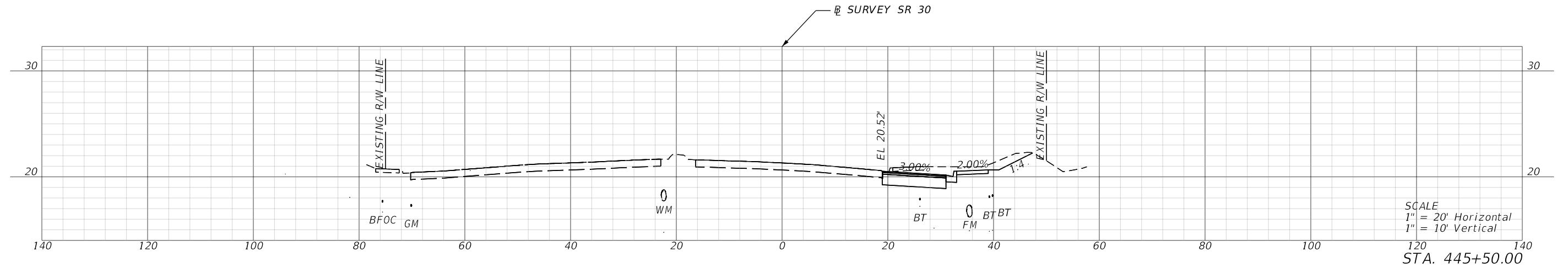
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



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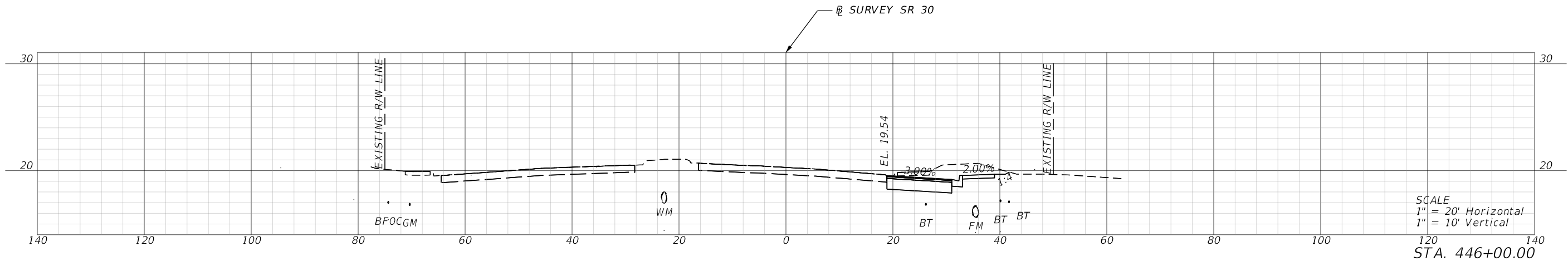
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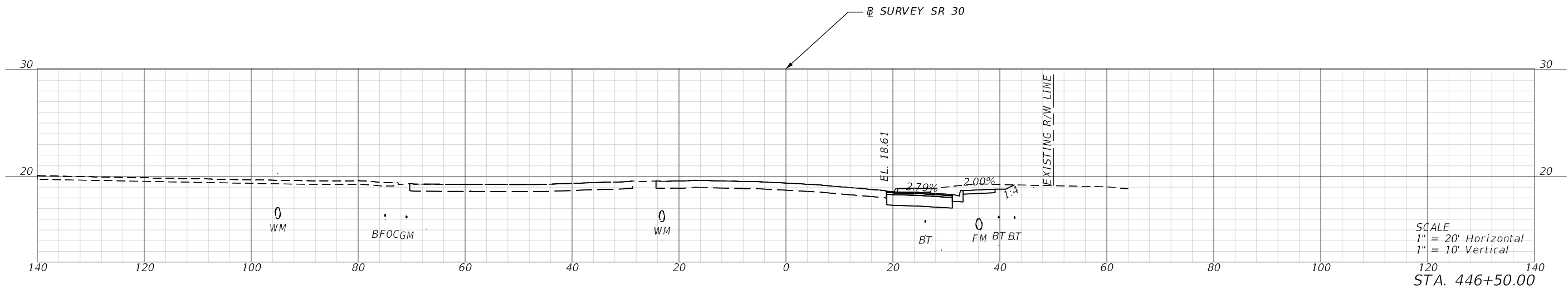


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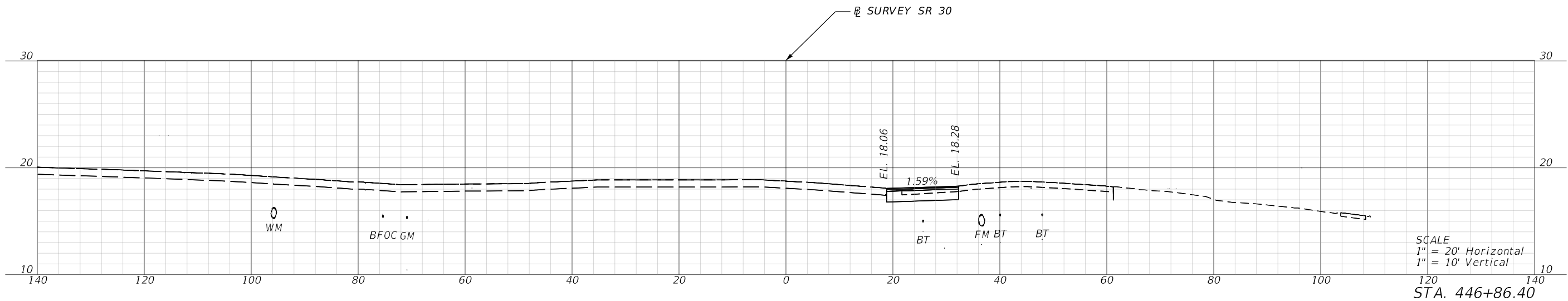
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DATE	DESCRIPTION	DATE	DESCRIPTION	DONALD S. PADGETT, P.E. LICENSE NUMBER: P.E. 53201 DRMP, INC. 1625 SUMMIT LAKE DRIVE, SUITE 200 TALLAHASSEE, FL 32317		ROAD NO.	COUNTY		
						SR 30	OKALOOSA	450892-1-52-01	6



SCALE
1" = 20' Horizontal
1" = 10' Vertical

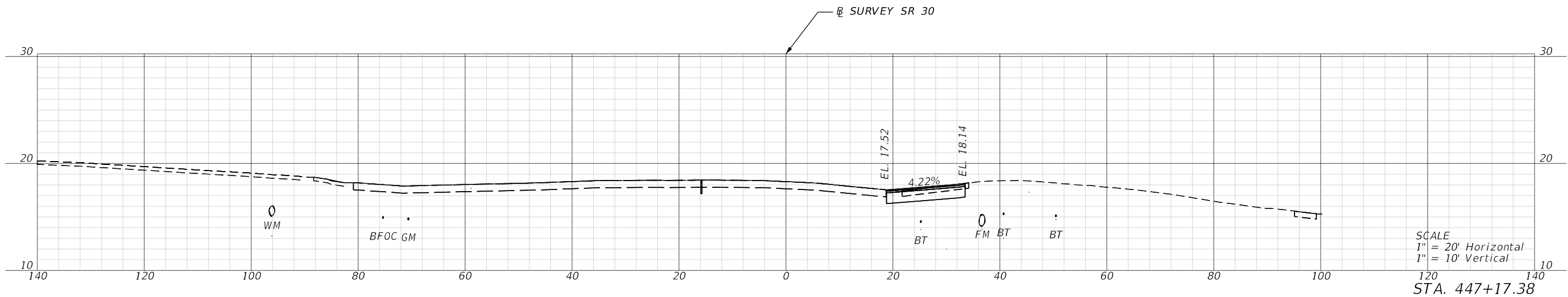
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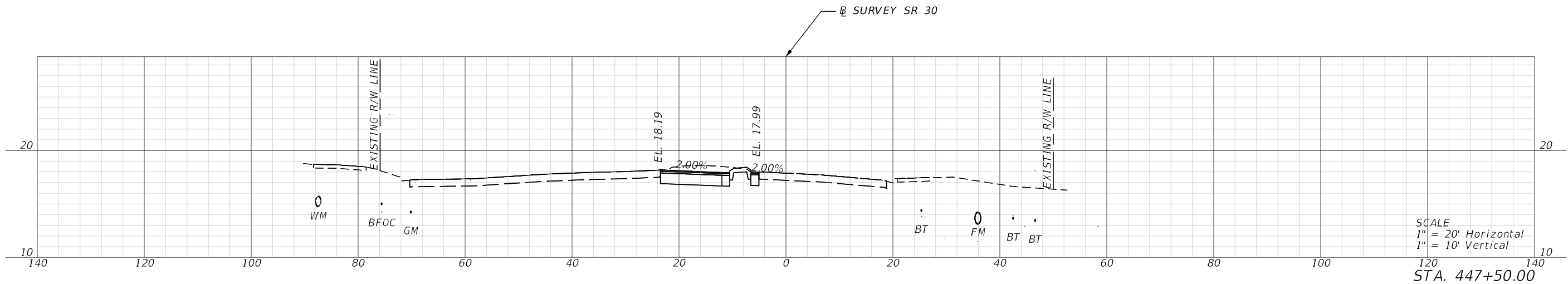
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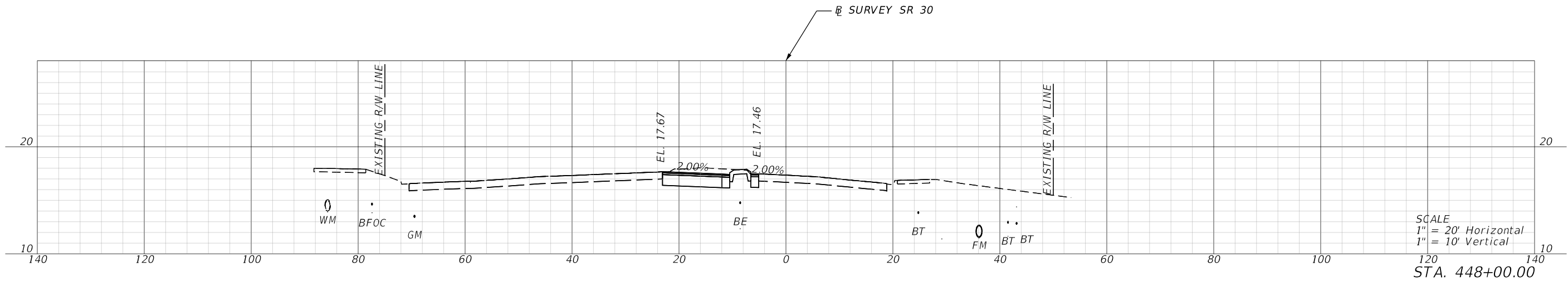


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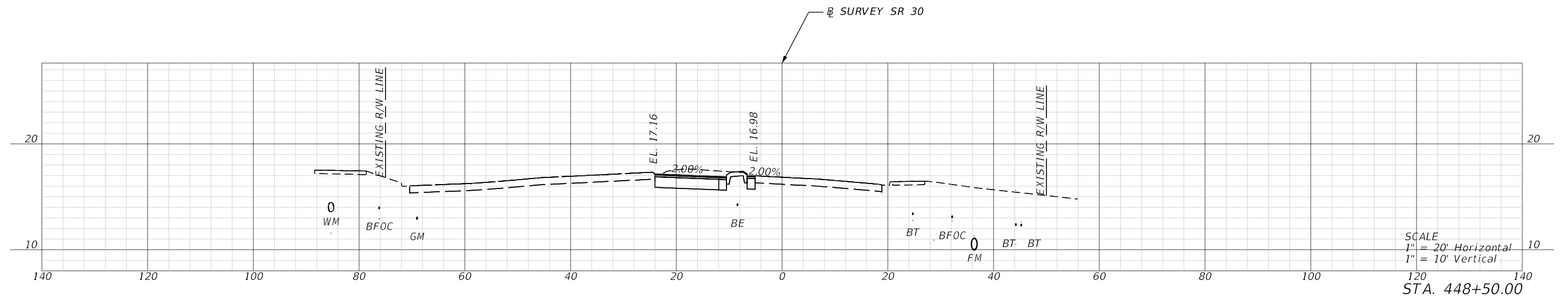
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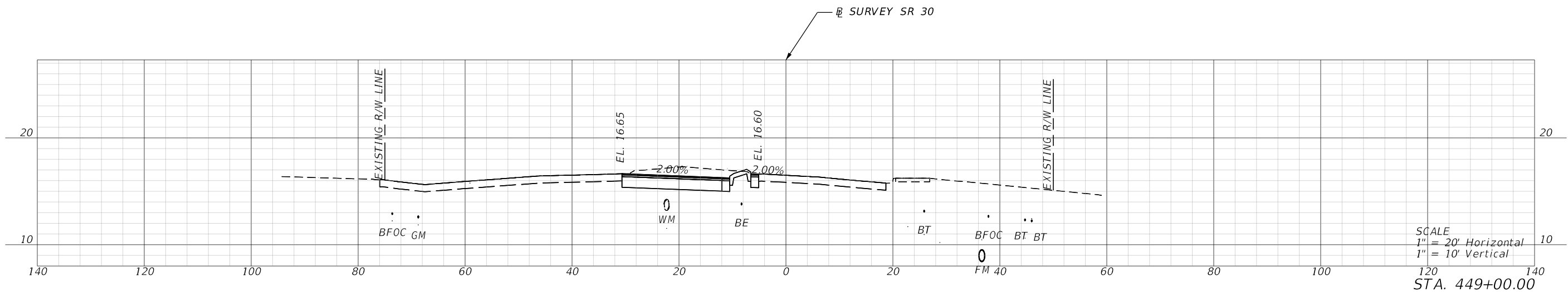
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REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			CROSS SECTIONS	SHEET NO.
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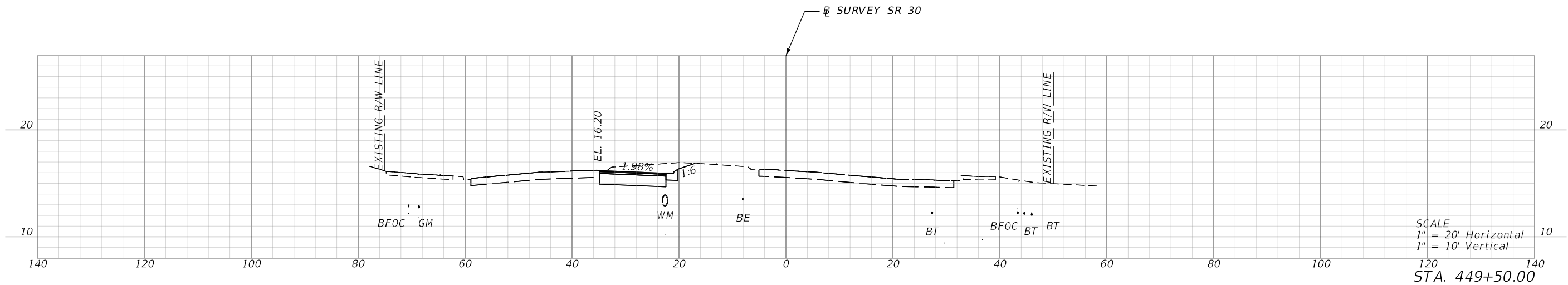


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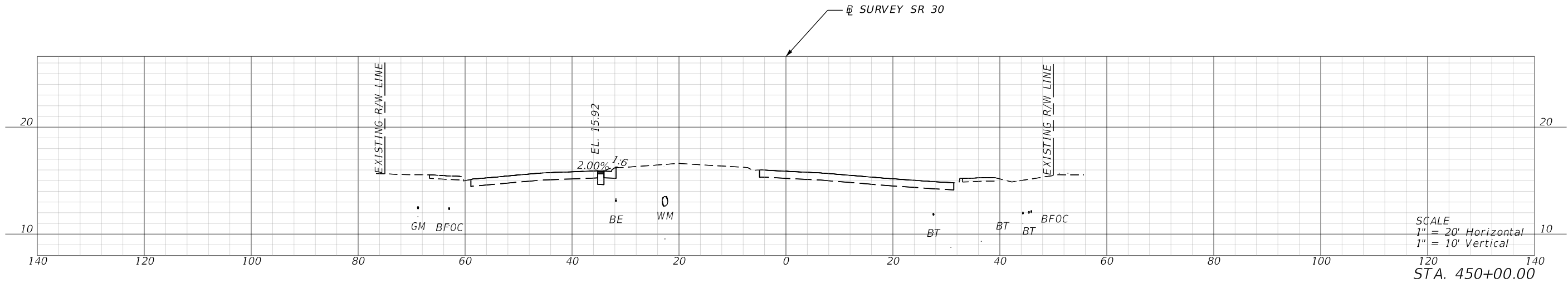


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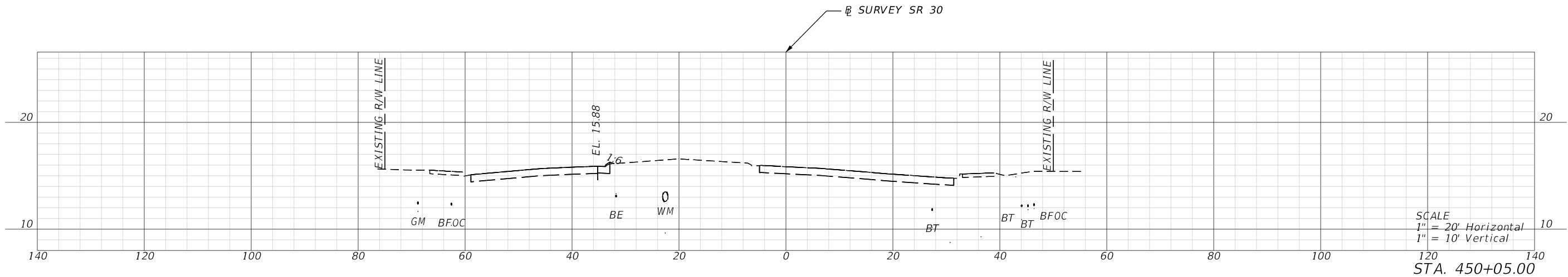
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REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			CROSS SECTIONS	SHEET NO.
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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DONALD S. PADGETT, P.E. LICENSE NUMBER: P.E. 53201 DRMP, INC. 1625 SUMMIT LAKE DRIVE, SUITE 200 TALLAHASSEE, FL 32317	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		16
					SR 30	OKALOOSA	450892-1-52-01		

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 20, 2024**TYPE OF AGENDA ITEM:** City Manager Report**AGENDA OUTLINE NUMBER:** 4.F.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Grants Manager
Krystal Strickland, Finance Director

DATE: February 14, 2024

SUBJECT: City of Destin Vulnerability Assessment DEP Grant Agreement 23LN64 - Amendment #1

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

The City was notified in February 2023 that our application was included in the 2022-2023 Resilient Florida Program Planning Grant Awards. The grant amount was \$70,000 and included the deliverables of a public outreach meeting, acquiring background data, exposure analysis, sensitivity analysis, and a final assessment report.

While the original grant amount requested focused on specific assets within the City, the current statute requires a comprehensive approach for all critical assets.

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

The City submitted an additional funding request on August 10, 2023. FDEP notified the City on December 18, 2023, that our additional funding request was approved and an additional \$156,000 was awarded. With the additional funding, the study will now provide a **Comprehensive Vulnerability Assessment** and an initial **Adaptation Plan**, providing an initial framework for the City, and guidance for next steps, post the study's completion.

Additional funding will also provide sufficient resources for a second round of public engagement to allow the community to be educated on the results of the study.

Additionally, this funding allows the City to work independently of the County's study. While Okaloosa County was also awarded a similar county-wide grant last year, to the City's knowledge, this work has not yet commenced. The final **Critical Asset** database will be submitted to DEP so that the County has consistent information for their database submitted to DEP. The results of the Comprehensive Vulnerability Assessment can be used to inform the existing county Local Mitigation Strategy (LMS) and be utilized during the planning process of future county LMS Plan updates.

In summary, the Comprehensive Vulnerability Assessment will:

Meet Current Statutory Requirements for the Grant, per Section 380.093.F.S.

1. Develop an Initial Adaptation Plan:

- a. Identify opportunities for green and gray infrastructure projects
- b. Look at the current municipal code (LDC) and find opportunities to consider protecting areas in threat of future sea-level rise.

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 amendment is for \$156,000 and does not require a match.

	0153800-531000-PE003
	STRMWTR-PROF SVCS-
	VULNERABILITY ASSMT
	\$ 70,000
FY 24 Adopted Budget*	70,000
Budget Amendment	156,000
Revised Budget	226,000
Previous Expenses/Encumbrances	(70,000)
Available Program Budget	156,000
This Agreement +(-)	-
FY 24 Remaining Program Budget	\$ 156,000

**FY 24 Adopted Budget includes Budget for Prior Year Encumbrances*

Accounting note: Upon acceptance Increase Grant AR 01-133103 and Def Rev 01-223103

A budget amendment has been attached for Council Approval to increase grant revenues and expenditures for FY 2024. A professional services contract is already in place. An additional Task Order will be issued once Amendment #1 is fully executed.

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

D. Legislative Sponsor:

III. CONCLUSION: The **Comprehensive Vulnerability Assessment** and initial **Adaptation Plan** will yield valuable information that the City can use to justify further funding requests for mitigation projects dealing with sea level rise and flooding.

IV. RECOMMENDED MOTION: I move that the City Council accept **FDEP Grant Agreement 23LN64 - Amendment #1** and authorize the City Manager to execute this agreement and return it to the FDEP for their execution. In addition, I move to adopt the proposed Budget Amendment to increase Grant Revenue and Grant Expenditures by \$156,000 for FY 2024.

Attachments:

1. 2024 0220 Budget Amendment FDEP Grant PE003 Increase 1
2. Grant 23PLN64 A1 - City of Destin Vulnerability Assessment - For Execution
3. 23PLN64 - City of Destin Comprehensive Vulnerability Assesment - Executed

CITY OF DESTIN Budget Amendment Form

Fiscal Year

2024

Short Decription

FDEP VULNRBL GRANT

Entity Code

1

Period

5

Effective Date

2/20/2024

Amendment Type*

2

Ref 1

BUA

Budget Year Code

1

Budget Projection Inclusion

One Time

Ref 2

ADJ

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
01300 REVENUE	334310 FDEP GRANT	PE003 VULNERABILITY GRNT	INCREASE FDEP VULNERABILITY ASSMT GRANT	I	\$ 156,000.00	\$ 70,000.00	\$ 226,000.00
0153800 STORMWATER	531000 PROF SVCS	PE003 VULNERABILITY GRNT	INCREASE FDEP VULNERABILITY ASSMT GRANT	I	\$ 156,000.00	\$ 70,000.00	\$ 226,000.00
TOTAL					\$ 312,000.00		

Initials

Date

Created by:

Entered by:

Approved by:

Note

Increase Grant Revenue and Increase Grant Expenditure budget

**AMENDMENT NO. 1
TO AGREEMENT NO. 23PLN64
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF DESTIN**

This Amendment to Agreement No. 23PLN64 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Destin (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the City of Destin Comprehensive Vulnerability Assessment (Project), effective September 6, 2023; and,

WHEREAS, \$156,000.00 in additional funding for this Project is provided under Line Item 1820 of the 2023-2024 General Appropriations Act; and the total funding for this Agreement is now \$226,000.00; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1820 of the 2023-2024 General Appropriations Act begins on July 1, 2023; and,

WHEREAS, the Department has requested to remove the Additional Terms in Attachment 2, Special Terms and Conditions; and,

WHEREAS, the Department has requested an update to the Payment Request Schedule in Attachment 3, Grant Work Plan; and,

WHEREAS, the parties have agreed to update the scope of work to the Agreement as set forth herein; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 5, Exhibit H, and Exhibit I following updates from the Office of the General Counsel and Resilient Florida Program; and,

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$226,00.00	☒ State ☐ Federal	GAA Line Item #1776, FY 22-23	\$70,000.00
	☒ State ☐ Federal	GAA Line Item #1820, FY 23-24	\$156,000.00
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$226,000.00

2. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.
3. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.

4. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
5. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.
6. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H, shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.
7. Exhibit I, Vulnerability Assessment Compliance Checklist Certification, is hereby deleted in its entirety and replaced with Exhibit I-1, Revised Vulnerability Assessment Compliance Checklist Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit I, shall hereinafter refer to Exhibit I-1, Revised Vulnerability Assessment Compliance Checklist Certification.
8. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF DESTIN

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Representative or Designee

By: _____
Secretary or Designee

Louis Zunguze, City Manager
Print Name and Title

Alex Reed, Director
Print Name and Title

Date: _____

Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (13 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (6 pages)
Attachment	5-A	Revised Special Audit Requirements (7 pages)
Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	I-1	Revised Vulnerability Assessment Compliance Checklist Certification (3 pages)

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

ATTACHMENT 1-A

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

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

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

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

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

12. Insurance.

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

13. Termination.

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

14. Notice of Default.

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

15. Events of Default.

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

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

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

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

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

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

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

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

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

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

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

25. Investing in America

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

- a. Signage Requirements

- a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

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

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

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

26. Scrutinized Companies.

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

27. Lobbying and Integrity.

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

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

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

33. Guarantee of Parent Company.

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

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

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

ATTACHMENT 2-A

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

1. Scope of Work.

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

2. Duration.

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

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

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

a. Commercial General Liability Insurance.

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

b. Commercial Automobile Insurance.

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

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

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

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

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Common Carrier.

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

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

None.

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

ATTACHMENT 3-A

PROJECT TITLE: City of Destin Comprehensive Vulnerability Assessment

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

PROJECT DESCRIPTION:

The City of Destin (Grantee) will complete the City of Destin Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.) as well as identify focus areas, conduct a Local Mitigation Strategy (LMS), and develop an Adaptation Plan (AP). The Project will include public outreach.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

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

Deliverables: The Grantee will provide the following:

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

Task 2: Public Outreach Meeting #1

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

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agendas to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);

- **2.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **2.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **2.5:** A summary report including attendee input and meeting outcomes.

Task 3: Acquire Background Data

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

Deliverables: The Grantee will provide the following:

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

Task 4: Exposure Analysis

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

Deliverables: The Grantee will provide the following:

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

Task 5: Sensitivity Analysis

The Grantee will leverage the county-wide sensitivity analysis to refine the the impact of flooding on assets that are managed and owned by the City and to apply the data from the exposure analysis to the inventory of critical assets created in Task 3. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

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

Task 6: Public Outreach Meeting #2

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft Vulnerability Assessment. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **6.1:** Meeting agendas to include location, date, and time of meeting;
- **6.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **6.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **6.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **6.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 7: Identify Focus Areas

Description: The Grantee will identify focus areas based on the results of the second public outreach meeting and input from the steering committee, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **7.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **7.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **7.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **7.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 8: Final Vulnerability Assessment Report, Maps, and Tables

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

Deliverables: The Grantee will provide the following:

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

Task 9: Local Mitigation Strategy

Description: The results of the Vulnerability Assessment can be used to inform a LMS as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Grantee will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables: The Grantee will provide the following:

- **9.1:** Submit a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: 1) Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update; 2) Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan; and 3) the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

Task 10: Adaptation Plan

Description: The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Deliverables: The Grantee will provide the following:

- **10.1:** Final Adaptation Plan or Report

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

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

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

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

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	\$3,500	\$0	\$3,500	7/1/2022	3/31/2025
2	Public Outreach Meeting #1	Contractual Services	\$8,500	\$0	\$8,500	7/1/2022	3/31/2025
3	Acquire Background Data	Contractual Services	\$34,000	\$0	\$34,000	7/1/2023	3/31/2025
4	Exposure Analysis	Contractual Services	\$37,500	\$0	\$37,500	7/1/2023	3/31/2025
5	Sensitivity Analysis	Contractual Services	\$27,500	\$0	\$27,500	7/1/2023	3/31/2025
6	Public Outreach Meeting #2	Contractual Services	\$8,900	\$0	\$8,900	7/1/2023	3/31/2025
7	Identify Focus Areas	Contractual Services	\$28,300	\$0	\$28,300	7/1/2023	3/31/2025
8	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$41,000	\$0	\$41,000	7/1/2023	3/31/2025
9	Local Mitigation Strategy	Contractual Services	\$6,800	\$0	\$6,800	7/1/2023	3/31/2025
10	Adaptation Plan	Contractual Services	\$30,000	\$0	\$30,000	7/1/2023	3/31/2025
Total:			\$226,000	\$0	\$226,000		

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

Attachment 5-A

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

Attachment 5-A

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Attachment 5-A

3 of 7

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	22/23	37.098	Resilient Florida Programs	\$70,000.00	140078
Amendment 1	Florida Department of Environmental Protection	23/24	37.098	Resilient Florida Programs	\$156,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$226,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

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

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

Exhibit H-1

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

DEP Agreement Number: **23PLN64**

Project Title: **City of Destin Comprehensive Vulnerability Assessment**

Grantee: **City of Destin**

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

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

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

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

Grantee's Grant Manager Signature

Print Name

Date

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

Exhibit I-1

Required for all planning grant agreements that include a comprehensive Vulnerability Assessment.

DEP Agreement Number: 23PLN64

Project Title: City of Destin Comprehensive Vulnerability Assessment

Grantee: City of Destin

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. When filling out the checklist, please provide the corresponding page number in the VA or, if the item is not applicable, an explanation as to why it is not applicable. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

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

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
A	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
B	☐	Geospatial data in an electronic file format.	
C	☐	GIS metadata.	
D	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset. Critical assets and regionally significant assets are as defined in subsection 380.093(2), F.S.	

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

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
E	☐	Peril of Flood Comprehensive Plan amendments developed that address paragraph 163.3178(2)(f), F.S. <i>(if applicable)</i> ☐ Noncoastal community/Peril of Flood not required ☐ Already in compliance	

Exhibit I-1

F	☐	Depth of tidal flooding, including future high tide flooding. The threshold for tidal flooding is 2 feet above mean higher high water. <i>(if applicable)</i>	
G	☐	Analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(to the extent practicable)</i>	
H	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. <i>(check one, if applicable)</i> ☐ NOAA data ☐ FEMA data	
	H.1	☐ Initial storm surge event equals or exceeds current 100-year flood event. <i>(if applicable)</i>	
	H.2	☐ Higher frequency storm analyzed for exposure of a critical asset. <i>(optional, but must provide additional detail if included)</i>	
I	☐	Rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(to the extent practicable but required if item e is noncoastal)</i>	
	I.1	☐ Future boundary conditions have been modified to consider sea level rise and high tide conditions. For rainfall-induced flood modeling, the model inputs for the 2040/2070 rainfall scenarios should use projected sea level rise/high tide conditions. <i>(if applicable)</i>	
	I.2	☐ Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. <i>(required if item e is noncoastal)</i>	
J	☐	Compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(to the extent practicable)</i>	

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

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
K	☐	All analyses in North American Vertical Datum of 1988.	
L	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
M	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
N	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
	N.1	☐ Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges. Data may be taken from one such gauge if the gauge has a higher mean sea level. <i>(if checked, provide Department approval).</i>	

Exhibit I-1

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

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

Grantee's Grant Manager Signature

Print Name

Date

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

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

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

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

Grantee Name: **City of Destin** Entity Type: **Local Government**

Grantee Address: **4200 Indian Bayou Trail
Destin, FL 32541** FEID: **59-2480854** (Grantee)

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

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

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

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

6. Department's Grant Manager	Grantee's Grant Manager
Name: Charles Neuhauser	Name: Jeff Cozadd
or successor	or successor
Address: Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399	Address: City of Destin 4200 Indian Bayou Trail Destin, Florida 32541
Phone: 850-245-2138	Phone: 850-279-4228
Email: Charles.Neuhauser@FloridaDEP.gov	Email: jcozadd@cityofdestin.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

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

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

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

City of Destin

GRANTEE

By Lance Johnson
(Authorized Signature)

8/24/2023
Date Signed

Lance Johnson, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By Eddy Bouza Digitally signed by Eddy Bouza
Date: 2023.09.06 08:10:12 -04'00'
Secretary or Designee

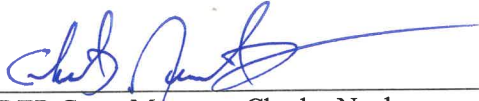
9/6/23
Date Signed

Eddy Bouza, Program Management Director

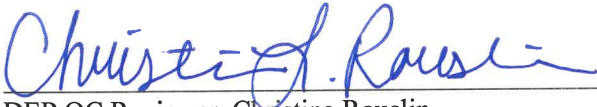
Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures



DEP Grant Manager, Charles Neuhauser



DEP QC Reviewer, Christina Rouslin

Grantee may add additional signatures below, if needed.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

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

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

8. Payment.

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

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

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

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

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

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

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

10. Status Reports.

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

11. Retainage.

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

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

12. Insurance.

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

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

13. Termination.

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

14. Notice of Default.

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

15. Events of Default.

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

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

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

16. Suspension of Work.

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

17. Force Majeure.

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

18. Indemnification.

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

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

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

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

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

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

23. Compliance with Federal, State and Local Laws.

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

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

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

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

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

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

25. Investing in America

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

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

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

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

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

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

26. Scrutinized Companies.

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

27. Lobbying and Integrity.

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

28. Record Keeping.

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

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

29. Audits.

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

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

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

Attachment 1

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

33. Guarantee of Parent Company.

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

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

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

40. Execution in Counterparts and Authority to Sign.

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

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

ATTACHMENT 2

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

1. Scope of Work.

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

2. Duration.

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

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

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

a. Commercial General Liability Insurance.

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

b. Commercial Automobile Insurance.

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

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

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

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

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Common Carrier.

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

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

15. Additional Terms.

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

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

ATTACHMENT 3

PROJECT TITLE: City of Destin Comprehensive Vulnerability Assessment

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

PROJECT DESCRIPTION:

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

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

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

Deliverables: The Grantee will provide the following:

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

Task 2: Public Outreach Meeting #1

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

Deliverables: The Grantee will provide the following:

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

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

Task 3: Acquire Background Data

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

Deliverables: The Grantee will provide the following:

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

Task 4: Exposure Analysis

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

Deliverables: The Grantee will provide the following:

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

Task 5: Sensitivity Analysis

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

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

Deliverables: The Grantee will provide the following:

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

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

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

Deliverables: The Grantee will provide the following:

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

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

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

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

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

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	\$3,500	\$0	\$3,500	7/1/2022	3/31/2025
2	Public Outreach Meeting #1	Contractual Services	\$8,500	\$0	\$8,500	7/1/2022	3/31/2025
3	Acquire Background Data	Contractual Services	\$8,000	\$0	\$8,000	7/1/2022	3/31/2025
4	Exposure Analysis	Contractual Services	\$15,000	\$0	\$15,000	7/1/2022	3/31/2025
5	Sensitivity Analysis	Contractual Services	\$13,000	\$0	\$13,000	7/1/2022	3/31/2025
6	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$22,000	\$0	\$22,000	7/1/2022	3/31/2025
Total:			\$70,000	\$0	\$70,000		

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

Attachment 4

1. Public Records.

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

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

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

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

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

Attachment 5

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Attachment 5

3 of 7

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

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

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

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

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

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

ATTACHMENT 6

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT F
DEP AGREEMENT NO. 23PLN64

CITY OF DESTIN COMPREHENSIVE VULNERABILITY ASSESSMENT

City of Destin

Final Project Report



Insert Month & Year

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

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

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

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

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

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

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

MONTH & YEAR: Enter month and year of publication

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

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



Florida Department of Environmental Protection

EXHIBIT G

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

DEP AGREEMENT NO: 23PLN64

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

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

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

License and Indemnification

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

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

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

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

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

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

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

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

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

Name of person accepting Work submission _____

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

Exhibit H

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

DEP Agreement Number: 23PLN64

Project Title: City of Destin Comprehensive Vulnerability Assessment

Grantee: City of Destin

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

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

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

Grantee's Grant Manager Signature

Print Name

Date

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

Exhibit I

Required for all planning grant agreements.

DEP Agreement Number: 23PLN64

Project Title: City of Destin Comprehensive Vulnerability Assessment

Grantee: City of Destin

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

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

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

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

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

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

Exhibit I

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

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

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

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

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

Grantee's Grant Manager Signature

Print Name

Date

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

Exhibit J

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

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

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

Printed Name:

Title:

Signature:

Date:

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 20, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.G.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Ryan Scott, City Engineer
Krystal Strickland, Finance Director

DATE: February 12, 2024

SUBJECT: Pickleball Courts - Budget Amendment
(February 5th Motion: Councilmember Bagby moved to direct the City Manager to work with staff and Jenkins Engineering to move forward to 60% plans with Option 4, which is 4 courts, none covered at this time, with one set of bathrooms; and for staff to bring back at least two recommendations at the next council meeting as to the source of funding for the additional \$25,160 in the 2024 budget. Councilmember Schmidt provided a second to the motion, which passed 6-0)

I. BACKGROUND:

Staff presented the 30% Pickleball plans to City Council on February 5, 2024, and the following motion was made:

“...Direct the City Manager to work with staff and Jenkins Engineering to move forward to 60% plans with Option 4, which is 4 courts, none covered at this time, with one set of bathrooms; and for staff to bring back at least two recommendations at the next council meeting as to the source of funding for the additional \$25,160 in the 2024 budget.”

II. DISCUSSION:

At this point in the project, it is anticipated that the construction of four courts with two bathrooms (men and women) will need a construction budget increase of approximately \$25,160.

Staff is also discussing plans to bring our continuing service contractor Matrix onboard to help with the construction administration, inspections, and project closeout. It is anticipated that the Matrix will be approximately \$30,000.

A. Link to Strategic Goals / Objectives:

II. Enhance quality of life and safety for families.

III. Economic development and revitalization.

IV. Effective, efficient, and aesthetically pleasing infrastructure.

B. Effect on Budget (EOB): We understand Council requested two options to fund the additional needs.

Option 1:

Section 3.14 (a) of the City Charter allows council to make supplemental appropriations for the year if revenues in excess of those estimated in the budget become available.

As of January 31, 2024, the General Fund demand deposit accounts at Trustmark have earned \$45,044.34 more in bank interest than was anticipated and budgeted. (Budgeted \$16,140, earned to date 61,184.34)

Staff recommends applying these excess earned funds towards the \$55,160 estimated need for the pickleball project and management thereof, with the remaining needed balance of \$10,115.66 to come from general fund unreserved fund balance.

The proposed budget amendment is attached and will be incorporated into ordinance prior to closing of fiscal year 2024.

Option 2:

Fund the additional need 100% from general fund balance.

We recommend Option 1.

C. Level of Service (LOS): Level of service is increased.

D. Legislative Sponsor:

III. CONCLUSION: A budget increase of \$56,000 is required to get this project built as directed by Council in the fastest manner possible.

IV. RECOMMENDED MOTION: I move to approve the budget amendment as proposed by the Finance Director to cover the anticipated construction costs along with the inclusion of Matrix into the project team.

Attachments:

1. 2024 0220 Budget Amendment
Interest for Pickleball RC127

CITY OF DESTIN Budget Amendment Form

Fiscal Year

2024

Short Description

PICKLEBALL

Entity Code

1

Period

5

Effective Date

2/20/2024

Amendment Type*

3

Ref 1

BUA

Budget Year Code

1

Budget Projection Inclusion

One Time

Ref 2

ADJ

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
01300 GF REVENUE	361105 DEPOSITORY BANK INT		GF BANK INTEREST FOR PICKLEBALL	I	\$ 40,389.78	\$ 15,810.00	\$ 56,199.78
01300 GF REVENUE	361100 CHECKING BANK INT		GF BANK INTEREST FOR PICKLEBALL	I	\$ 4,654.56	\$ 330.00	\$ 4,984.56
01 GEN FUND	271000 UNRESERVED FUND BALANCE		(DO NOT ENTER; SYSTEM ENTERS AUTOMATICALLY)	D	\$ 10,115.66	\$ 6,844,391.00	\$ 6,834,275.34
30558500 GF CIP	565000 CAPITAL PROJ	RC127 PICKLEBALL COURTS	BANK INTEREST FOR PICKLEBALL	I	\$ 55,160.00	\$ 350,000.00	\$ 405,160.00
UPDATE RELATED FUND TRANSFER ACCOUNTS:							
305300 CASH IN	381305 TXFR IN TO 305 CIP FROM GF		GF BANK INTEREST FOR PICKLEBALL	I	\$ 55,160.00		
0158188 CASH OUT	581305 TXFR OUT GF TO 305 CIP		GF BANK INTEREST FOR PICKLEBALL	I	\$ 55,160.00		

TOTAL \$ 220,640.00

Initials

Date

Created by:

Entered by:

Note
ADD'L 2 COURTS = \$26K MORE
MATRIX TO MANAGEMENT PROJECT = \$30K
3.14 (a) INCREASE APPROPRIATION UP TO THE AMOUNT OF
EXCESS

Approved by: _____

Bank interest earned on GF accounts through 01/31/2024 is \$45,044.34 more than was anticipated/budgeted for FY 2024.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 20, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.H.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Krystal Strickland, Finance Director

DATE: February 9, 2024

SUBJECT: Operations Financial Report - Informational Only

I. BACKGROUND: This item is informational only.

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

Highlights of the period ending 12/31/2023:

At the end of December we were 25% of the way through Fiscal Year 2024, which is October 1 - September 30, 2024

16% of Ad Valorem (property) taxes have been received. The majority of property taxes arrive in January/February.

We have expended 21% of the Operating Budget

We have expended 19% of the Capital Budget

The net change in total fund balance is a year-to-date a decrease of \$7.3 million. This includes the \$9 million acquisition of property at 1 Harbor Boulevard.

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

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

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

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

Attachments:

1. 2024p03 Dec YTD Actual TREND

City of Destin, Florida									
Balance Sheet - Governmental Funds									
Period ended December 31,	01, 700	102	110	111	122, 125, 127, 129	209, 213, 214, 221	300, 305, 315	2023	
	General Fund	1998-2028 or to 2037 Town Center CRA	2003-2043 Harbor CRA	Florida Building Code Fund	Other Special Revenue Funds	Debt Service Funds	Capital Project Funds	Total Governmental Funds	
Assets									
Cash and cash equivalents	\$ 13,651,629	\$ 1,084,495	\$ -	\$ -	\$ 3,868,730	\$ -	\$ 2,547,321	\$ 21,152,175	
Investments	15,231,866	-	-	-	-	-	-	15,231,866	
Due from other funds	931,605	2,000,000	500,000	250,478	4,029,970	-	2,529,237	10,241,290	
Due from other governments	777,605	-	-	-	159,570	6,270,863	2,816,930	10,024,967	
Advance to other funds	2,261,624	-	-	-	-	-	-	2,261,624	
Accounts receivable - other	141,444	-	-	-	-	-	56,355	197,799	
Prepaid items	136,273	-	-	-	-	-	-	136,273	
Restricted cash and cash equivalents	-	-	567,998	333,592	-	531,009	4,103,117	5,535,716	
Total assets	\$ 33,132,046	\$ 3,084,495	\$ 1,067,998	\$ 584,070	\$ 8,058,270	\$ 6,801,871	\$ 12,052,959	\$ 64,781,710	
Liabilities, deferred inflows of resources and fund balances									
Liabilities:									
Accounts payable	129,749	28,858	-	3,626	37,937	-	375,808	575,979	
Accrued payroll	-	-	-	-	-	-	-	-	
Unearned Revenue	924,197	-	-	-	-	-	1,196,319	2,120,515	
Due to other funds	9,309,685	-	-	277,813	29,876	-	623,916	10,241,290	
Advance from other funds	-	2,261,624	-	-	-	-	-	2,261,624	
Total liabilities	10,363,630	2,290,482	-	281,439	67,813	-	2,196,043	15,199,407	
Deferred inflows of resources									
Unavailable revenue	-	-	-	-	-	-	-	-	
Deferred revenue	-	-	-	-	-	6,270,863	2,816,930	9,087,792	
Total deferred inflows of resources	-	-	-	-	-	6,270,863	2,816,930	9,087,792	
Fund balances:									
Nonspendable	2,484,588	-	-	-	-	-	-	2,484,588	
Restricted	-	509,333	1,030,470	297,672	232,615	531,009	3,875,109	6,476,206	
Committed	10,874,000	-	-	-	6,712,823	-	(1,265,231)	16,321,591	
Assigned	2,565,437	284,681	37,528	4,959	1,045,020	-	4,430,109	8,367,734	
Unassigned	6,844,391	-	-	-	-	-	-	6,844,391	
Total fund balances (deficit)	22,768,416	794,014	1,067,998	302,631	7,990,457	531,009	7,039,987	40,494,511	
Total liabilities, deferred inflows of resources and fund balances	\$ 33,132,046	\$ 3,084,495	\$ 1,067,998	\$ 584,070	\$ 8,058,270	\$ 6,801,871	\$ 12,052,959	\$ 64,781,710	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(0)

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

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

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

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

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

CITY OF DESTIN
Actuals 10/01/2023 - 12/31/2023

SUMMARY ALL FUNDS	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
Ad Valorem Taxes	\$ 12,184,032	\$ 1,971,839		\$ 11,668,973	\$ 10,212,193
Tax Increment Financing (TIF)	1,952,514	1,954,311		2,443,401	(1,797)
Delinquent Ad Valorem Taxes	5,000	(217)		(57)	5,217
Sales and Use Taxes	3,632,682	966,624		3,495,749	2,666,058
Licenses and Permits	5,846,630	995,525		5,086,266	4,851,105
Impact Fees	105,500	30,305		108,338	75,195
Intergovernmental	14,701,120	590,851		9,159,783	14,110,269
Charges for services	1,195,050	231,522		1,071,811	963,528
Fines and Forfeitures	109,400	14,154		88,088	95,246
Investment Income	391,170	617,419		925,792	(226,249)
Contributions	3,880	5,069		7,819	(1,189)
Miscellaneous income	5,201	5,817		20,819	(616)
TOTAL REVENUES	40,132,179	7,383,220	-	34,076,782	32,748,960
<i>check figures:</i>	<i>40,132,179</i>	<i>7,383,219</i>	<i>-</i>	<i>34,076,782</i>	<i>32,748,960</i>
General Government	5,312,418	1,042,237	128,042	5,113,625	4,142,139
Public Safety	5,579,013	1,249,916	2,273,604	5,601,482	2,055,493
Physical Environment	554,415	72,959	105,601	516,650	375,855
Transportation	2,278,629	500,933	35,461	2,090,714	1,742,235
Economic Environment	409,945	44,525	69,389	329,418	296,031
Health & Human Services	107,537	8,185	81,432	165,642	17,920
Culture and Recreation	5,352,225	1,200,564	91,126	4,895,891	4,060,536
Debt Service	3,364,660	468,221	-	3,362,262	2,896,439
Capital Outlay	52,739,253	10,114,821	5,795,185	45,482,730	36,829,247
TOTAL EXPENDITURES	75,698,096	14,702,361	8,579,840	67,558,415	52,415,894
	<i>75,698,096</i>	<i>14,702,361</i>	<i>8,579,840</i>	<i>67,558,415</i>	<i>52,415,894</i>
Excess (deficiency) of revenues over expenditure:	(35,565,916)	(7,319,141)		(33,481,633)	
Proceeds from issuance of debt	25,421,123	-	-	25,404,456	25,421,123
Transfers In	52,159,779	9,335,495		49,854,643	42,824,285
Transfers Out	(52,159,781)	(9,335,495)		(50,019,055)	(42,824,287)
Total other financing sources (uses)	25,421,121	-	-	25,240,045	25,421,121
Net change in fund balances	(10,144,795)	(7,319,141)		(8,241,588)	
Fund Balance, Beginning	47,813,655	47,813,654		47,813,655	
Fund Balance, Ending	37,668,860	40,494,512		39,572,067	

**FY2024 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

FUND BALANCE SUMMARY ALL FUNDS	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 PROJECTION
Nonspendable (Town Center CRA + prepaids)	2,361,624	2,484,588	2,262,544
Restricted (FL Statute & Debt Covenants)	2,660,871	6,476,206	4,687,583
Committed (Council Resolutions & Motions)	18,130,901	16,321,591	17,278,090
Assigned (contracts/PO balances)	3,085,933	8,367,734	5,439,027
<i>Unassigned</i>	<i>11,429,531</i>	<i>6,844,391</i>	<i>9,904,824</i>
Ending Fund Balance	37,668,860	40,494,511	39,572,067

01 GENERAL FUND	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
01-31 Ad Valorem Taxes	11,073,047	860,854		10,063,958	10,212,193
01-31 Delinquent Ad Valorem Taxes	5,000	(217)		(57)	5,217
01-31 Sales and Use Taxes	1,639,411	508,166		1,694,033	1,131,245
01-32 Licenses and Permits	3,754,770	549,344		3,171,828	3,205,426
01-32 Impact Fees	-	-		-	-
01-33 Intergovernmental	3,706,814	590,851		3,118,870	3,115,963
01-34 Charges for Services	615,310	144,317		597,703	470,993
01-35 Fines and Forfeitures	109,400	14,154		88,088	95,246
01-36 Investment Income	373,930	459,796		709,083	(85,866)
01-36 Contributions	3,880	5,069		7,819	(1,189)
01-36 Miscellaneous Income	5,201	89		10,418	5,112
TOTAL REVENUES	21,286,763	3,132,422	-	19,461,741	18,154,341
01-51 General Government	4,946,922	1,042,237	128,042	4,748,129	3,776,643
01-52 Public Safety	4,266,269	975,859	2,268,645	4,390,717	1,021,766
01-53 Physical Environment	529,415	72,959	105,601	499,983	350,855
01-54 Transportation	2,119,822	490,442	35,461	1,973,111	1,593,919
01-55 Economic Environment	14,600	3,613	-	13,346	10,987
01-56 Health & Human Services	107,537	8,185	81,432	165,642	17,920
01-57 Culture and Recreation	5,352,225	1,200,564	91,126	4,895,891	4,060,536
01-59 Capital Outlay	146,560	10,700	-	110,723	135,860
01-59 Debt Service Principal	18,814	3,639	-	17,401	15,175
01-59 Debt Service Interest	3,909	191	-	2,855	3,718
TOTAL EXPENDITURES	17,506,073	3,808,389	2,710,306	16,817,800	10,987,378
Excess (deficiency) of revenues over expenditure:	3,780,690	(675,967)		2,643,941	
01-38 Proceeds from Issuance of Debt	50,000	-		33,333	50,000
01-38 Transfers In	8,600,000	-		8,600,000	8,600,000
01-58 Transfers Out	(15,904,023)	(8,930,221)		(13,950,116)	(6,973,802)
Total other financing sources (uses)	(7,254,023)	(8,930,221)		(5,316,782)	1,676,198
01 Net change in fund balances	(3,473,334)	(9,606,188)		(2,672,841)	
01 Fund Balance (deficit), Beginning	32,374,606	32,374,606		32,374,606	
01 Fund Balance (deficit), Ending	28,901,272	22,768,418		29,701,765	

Minimum target: 12,033,055
as per resolution 12-20 fund balance policy

102 TOWN CENTER CRA 1998-2037 (RESTRICTED; ECON DEV)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
102-31 County TIF	1,463,424	1,461,280		1,461,280	2,144
102-31 City TIF (Ad Valorem)	616,955	616,955		616,955	-
102-36 Investment Income	1,350	13,832		14,732	(12,482)
TOTAL REVENUES	2,081,729	2,092,067		2,092,967	(10,338)
102-55 Economic Environment	224,262	30,425	31,861	183,520	161,976
102-59 Capital Outlay	373,738	120,918	252,820	373,738	-
TOTAL EXPENDITURES	598,000	151,343	284,681	557,259	161,976
Excess (deficiency) of revenues over expenditure:	1,483,729	1,940,724		1,535,708	
102-38 Transfers In	-	-		-	-
102-58 Transfers Out	(961,660)	(182,963)		(961,660)	(778,697)
Total other financing sources (uses)	(961,660)	(182,963)		(961,660)	(778,697)
102 Net change in fund balances	522,069	1,757,761		574,048	
102 Fund Balance (deficit), Beginning	(963,746)	(963,746)		(963,746)	
102 Fund Balance (deficit), Ending	(441,678)	794,014		(389,698)	

-

110 HARBOR CRA 2003-2043 (RESTRICTED; ECON DEV)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
110-31 County TIF	489,090	493,032		982,122	(3,942)
110-31 City TIF (Ad Valorem)	494,030	494,030		988,060	-
110-36 Miscellaneous Income	-	5,728		10,401	(5,728)
110-36 Investment Income	1,450	4,328		5,295	(2,878)
TOTAL REVENUES	984,570	997,118		1,985,878	(12,548)
110-55 Economic Environment	171,083	10,487	37,528	132,551	123,068
110-59 Capital Outlay	9,100,000	9,028,088	-	9,028,088	71,912
TOTAL EXPENDITURES	9,271,083	9,038,575	37,528	9,160,639	194,980
Excess (deficiency) of revenues over expenditure:	(8,286,513)	(8,041,457)		(7,174,762)	
110-38 Transfers In	17,501,307	8,500,000		17,501,307	9,001,307
110-58 Transfers Out	(9,336,335)	(121,196)		(9,336,912)	(9,215,139)
Total other financing sources (uses)	8,164,972	8,378,804		8,164,395	(213,832)
110 Net change in fund balances	(121,541)	337,348		989,633	
110 Fund Balance (deficit), Beginning	730,649	730,649		730,649	
110 Fund Balance (deficit), Ending	609,108	1,067,997		1,720,282	

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111 FLORIDA BUILDING CODE FUND (RESTRICTED; PUBLIC SAFETY)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
111-32 Licenses and Permits	1,021,940	244,678		999,305	777,262
111-36 Investment Income	130	3,106		3,192	(2,976)
TOTAL REVENUES	1,022,070	247,784		1,002,497	774,286
111-52 Public Safety	1,262,744	274,057	4,959	1,177,432	983,728
111-59 Capital Outlay	116,000	-	56,750	172,750	59,250
TOTAL EXPENDITURES	1,378,744	274,057	61,709	1,350,181	1,042,978
Excess (deficiency) of revenues over expenditure:	(356,674)	(26,273)		(347,684)	
111-38 Transfers In	-	-		-	-
111-58 Transfers Out	(98,671)	(13,356)		(79,137)	(85,315)
Total other financing sources (uses)	(98,671)	(13,356)		(79,137)	(85,315)
111 Net change in fund balances	(455,345)	(39,629)		(426,821)	
111 Fund Balance (deficit), Beginning	342,260	342,260		342,260	
111 Fund Balance (deficit), Ending	(113,086)	302,630		(84,562)	
Need to increase Permit Fees					

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122 PARKING FUND (COMMITTED; TRANSPORTATION)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
122-34 Charges for Services	579,740	87,205		474,108	492,535
122-36 Investment Income	440	8,686		8,979	(8,246)
TOTAL REVENUES	580,180	95,891		483,087	484,289
122-54 Transportation	158,807	10,491	-	117,603	148,316
122-59 Capital Outlay	585,340	-	60,340	585,340	525,000
TOTAL EXPENDITURES	744,147	10,491	60,340	702,943	673,316
Excess (deficiency) of revenues over expenditure:	(163,967)	85,400		(219,856)	(189,027)
122-38 Transfers In	-	-		-	-
122-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	-	-		-	-
122 Net change in fund balances	(163,967)	85,400		(219,856)	
122 Fund Balance (deficit), Beginning	1,030,856	1,030,856		1,030,856	
122 Fund Balance (deficit), Ending	866,889	1,116,256		811,001	

125 TECH FUND (COMMITTED; PUBLIC SAFETY)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
125-36 Investment Income	420	4,061		4,341	(3,641)
TOTAL REVENUES	420	4,061		4,341	(3,641)
125-52 Public Safety	50,000	1	-	33,334	49,999
125-59 Capital Outlay	85,000	2,332	5,243	92,745	77,425
TOTAL EXPENDITURES	135,000	2,333	5,243	126,079	127,424
Excess (deficiency) of revenues over expenditure:	(134,580)	1,728		(121,739)	
125-38 Transfers In	213,395	19,683		147,993	193,712
125-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	213,395	19,683		147,993	193,712
125 Net change in fund balances	78,815	21,412		26,255	
125 Fund Balance (deficit), Beginning	442,346	442,346		442,346	
125 Fund Balance (deficit), Ending	521,161	463,758		468,601	

127 WATER QUALITY IMPROVEMENT FUND (ENVIRONMENT; RESTRICTED)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
127-32 Licenses and Permits	49,160	4,938		38,061	44,223
127-36 Investment Income	320	3,472		3,686	(3,152)
TOTAL REVENUES	49,480	8,410	-	41,746	41,070
127-53 Physical Environment	25,000	-	-	16,667	25,000
127-53 Capital Outlay	259,938	45,995	124,523	170,518	89,420
TOTAL EXPENDITURES	284,938	45,995	124,523	187,185	114,420
Excess (deficiency) of revenues over expenditure:	(235,458)	(37,585)		(145,438)	
127-38 Transfers In	-	-		-	-
127-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	-	-		-	-
127 Net change in fund balances	(235,458)	(37,585)		(145,438)	
127 Fund Balance (deficit), Beginning	394,723	394,723		394,723	
127 Fund Balance (deficit), Ending	159,265	357,138		249,285	

129 OKA 1/2 PENNY 01/01/2019-12/31/2029 (COMMITTED; CAPITAL OUTLAYS)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
129-31 Sales and Use Taxes	1,726,259	389,891		1,540,730	1,336,368
129-36 Investment Income	4,760	48,995		52,168	(44,235)
TOTAL REVENUES	1,731,019	438,886		1,592,899	1,292,133
129-59 Capital Outlay	2,807,981	12,824	860,157	1,824,790	1,935,000
TOTAL EXPENDITURES	2,807,981	12,824	860,157	1,824,790	1,935,000
Excess (deficiency) of revenues over expenditure:	(1,076,962)	426,062		(231,892)	
129-38 Transfers In	-	-		-	-
129-58 Transfers Out	(353,648)	(87,759)		(352,392)	(265,889)
Total other financing sources (uses)	(353,648)	(87,759)		(352,392)	(265,889)
129 Net change in fund balances	(1,430,610)	338,303		(584,284)	
129 Fund Balance (deficit), Beginning	5,715,003	5,715,003		5,715,003	
129 Fund Balance (deficit), Ending	4,284,394	6,053,306		5,130,719	

213 DEBT SERVICE 2013 NOTE (RESTRICTED; DEBT SERVICE)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
213-36 Investment Income	250	1,621		1,787	(1,371)
TOTAL REVENUES	250	1,621		1,787	(1,371)
213-59 Debt Service Principal	436,296	0	-	436,296	436,296
213-59 Debt Service Interest	117,275	-	-	117,275	117,275
TOTAL EXPENDITURES	553,571	0	-	553,571	553,571
Excess (deficiency) of revenues over expenditure:	(553,321)	1,620		(551,784)	
213-38 Transfers In	553,571	138,393		553,571	415,178
213-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	553,571	138,393		553,571	415,178
213 Net change in fund balances	250	140,013		1,787	
213 Fund Balance (deficit), Beginning	93,987	93,987		93,987	
213 Fund Balance (deficit), Ending	94,237	234,000		95,774	

214 DEBT SERVICE 2014 NOTE (RESTRICTED; DEBT SERVICE)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
214-36 Investment Income	300	2,863		3,063	(2,563)
TOTAL REVENUES	300	2,863		3,063	(2,563)
214-59 Debt Service Principal	457,081	0		457,081	457,081
214-59 Debt Service Interest	274,771	137,385		274,771	137,386
TOTAL EXPENDITURES	731,852	137,386	-	731,852	594,466
Excess (deficiency) of revenues over expenditure:	(731,552)	(134,522)		(728,789)	
214-38 Transfers In	731,852	182,963		731,928	548,889
214-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	731,852	182,963		731,928	548,889
214 Net change in fund balances	300	48,441		3,139	
214 Fund Balance (deficit), Beginning	247,434	247,434		247,434	
214 Fund Balance (deficit), Ending	247,734	295,875		250,574	

221 DEBT SERVICE 2021 NOTE (RESTRICTED; DEBT SERVICE)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
221-36 Investment Income	40	395		422	(355)
TOTAL REVENUES	40	395		422	(355)
221-59 Debt Service Principal	1,232,000	307,068		1,232,068	924,932
221-59 Debt Service Interest	74,514	19,936		74,514	54,578
221-51 General Government	-	-		-	-
TOTAL EXPENDITURES	1,306,514	327,004	-	1,306,582	979,510
Excess (deficiency) of revenues over expenditure:	(1,306,474)	(326,609)		(1,306,161)	
221-38 Transfers In	1,306,514	326,936		1,306,514	979,578
221-58 Transfers Out	-	-		-	-
221-38 Proceeds from issuance of debt	-	-		-	-
Total other financing sources (uses)	1,306,514	326,936		1,306,514	979,578
221 Net change in fund balances	40	327		354	
221 Fund Balance (deficit), Beginning	807	807		807	
221 Fund Balance (deficit), Ending	847	1,134		1,161	

223 DEBT SERVICE 2023 NOTE (RESTRICTED; DEBT SERVICE)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
223-33 Intergovernmental	750,000	-		750,000	750,000
223-36 Investment Income	-	-		-	-
TOTAL REVENUES	750,000	-		750,000	750,000
223-59 Capital Outlay	-	-	-	-	-
223-59 Debt Service Principal	750,000	-	-	750,000	750,000
223-59 Debt Service Interest	-	-	-	-	-
223-51 General Government	-	-	-	-	-
TOTAL EXPENDITURES	750,000	-	-	750,000	750,000
Excess (deficiency) of revenues over expenditure:	-	-		-	
223-38 Transfers In	-	-		-	-
223-58 Transfers Out	-	-		-	-
223-38 Proceeds from issuance of debt	-	-		-	-
Total other financing sources (uses)	-	-		-	-
223 Net change in fund balances	-	-		-	
223 Fund Balance (deficit), Beginning	-	-		-	
223 Fund Balance (deficit), Ending	-	-		-	

300 RENEWAL AND REPLACEMENT (COMMITTED; CAPITAL OUTLAYS)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
300-36 Investment Income	2,360	21,402		69,402	(19,042)
TOTAL REVENUES	2,360	21,402		69,402	(19,042)
300-59 Capital Outlay	5,318,670	664,936	3,026,679	7,111,760	1,627,055
TOTAL EXPENDITURES	5,318,670	664,936	3,026,679	7,111,760	1,627,055
Excess (deficiency) of revenues over expenditure:	(5,316,310)	(643,534)		(7,042,358)	
300-38 Transfers In	3,986,926	152,714		3,952,188	3,834,212
300-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	3,986,926	152,714		3,952,188	3,834,212
300 Net change in fund balances	(1,329,384)	(490,820)		(3,090,170)	
300 Fund Balance (deficit), Beginning	2,252,268	2,252,268		2,252,268	
300 Fund Balance (deficit), Ending	922,884	1,761,448		(837,903)	

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305 GRANT AND GF CAPITAL PROJECT FUND (RESTRICTED; CAPITAL OUTLAYS)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
305-33 Intergovernmental	10,244,306	-		5,290,913	10,244,306
305-36 Contributions	-	-		-	-
TOTAL REVENUES	10,244,306	-		5,290,913	10,244,306
305-53 Physical Environment	-	-	-	-	-
305-59 Capital Outlay	12,523,077	116,331	1,208,630	5,672,167	11,198,115
TOTAL EXPENDITURES	12,523,077	116,331	1,208,630	5,672,167	11,198,115
Excess (deficiency) of revenues over expenditure:	(2,278,770)	(116,331)		(381,254)	
305-38 Transfers In	2,278,770	14,805		404,907	2,263,965
305-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	2,278,770	14,805		404,907	2,263,965
305 Net change in fund balances	-	(101,526)		23,652	
305 Fund Balance (deficit), Beginning	(0)	(0)		(0)	
305 Fund Balance (deficit), Ending	(0)	(101,526)		23,653	

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315 IMPACT AND OTHER RESTRICTED (CAPITAL OUTLAYS)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
315-32 Impact Fees	105,500	30,305		108,338	75,195
315-32 Licenses and Permits	1,020,760	196,566		877,072	824,194
315-31 Sales and Use Taxes	267,012	68,567		260,986	198,445
315-36 Investment Income	1,870	44,863		46,110	(42,993)
315-36 Miscellaneous Revenue	-	-		-	-
TOTAL REVENUES	1,395,142	340,301		1,292,506	1,054,841
315-53 Physical Environment	-	-	-	-	-
315-59 Capital Outlay	5,418,631	112,698	200,043	4,335,791	5,105,890
TOTAL EXPENDITURES	5,418,631	112,698	200,043	4,335,791	5,105,890
Excess (deficiency) of revenues over expenditure:	(4,023,489)	227,603		(3,043,285)	
315-38 Transfers In	-	-		-	-
315-58 Transfers Out	(499,817)	-		(333,211)	(499,817)
Total other financing sources (uses)	(499,817)	-	-	(333,211)	(499,817)
315 Net change in fund balances	(4,523,306)	227,603		(3,376,496)	
315 Fund Balance (deficit), Beginning	5,152,462	5,152,462		5,152,462	
315 Fund Balance (deficit), Ending	629,156	5,380,065		1,775,966	

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 20, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.I.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Krystal Strickland, Finance Director
Jeffrey Cozadd, Grants Manager
Michael Burgess, Public Services Director
Lisa Firth, Parks & Rec Director
Ryan Scott, City Engineer

DATE: February 13, 2024

SUBJECT: Capital Project Status - **Informational Only**

I. BACKGROUND: This item is informational only.

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

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

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Informational only.

Attachments:

1. 2024 0212 Monthly Capital Project Status Report

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report

COUNCIL/ MGMT OBJECTIVE	October 1, 2023 to February 12, 2024		FY2024 Budget*	YTD Actuals	YTD Encumbrances	FY2024 Available Budget	Status	Notes
PRIORITY	Citizen/Council Directed							
1.6	EN615	Cross-Town Connector	\$ 8,971,661	\$ 193,014	\$ 23,020	\$ 8,755,627	Ongoing	Demolition complete. Need PD&E decision from Council to move permitting process forward, which will result in a design-engineering change order from Atkins.
1.2	CM001	Crystal Beach Acquisition & Development	5,000,031	-	30,409	4,969,622	Paused	Crystal Beach purchased and cleared. TDC has presented the 30% beach park design. Design paused pending potential acquisition.
1.2	CM002	Tarpon Beach Acquisition & Development	768,830	28,271	4,694	735,865	Ongoing	County has provided 90% specifications, stormwater plan, and opinion of probable cost to the city for committees (February 2024 routing), development order (March 2024) and for Council to approve (April 2024).
1.1	CENTR	City Center Feasibility/Planning/Design	155,000	-	155,000	-	Ongoing	Council agreed to Synalovski Romanik Saye (SRS). Contract negotiations completed.
1.2	HRB1	Land Acquisition 1 Harbor Blvd	9,231,568	9,028,088	-	203,480	Complete	Closed on property 10/17/23, property has been secured.
1.3	UNDER	Undergrounding	17,059,006	721,548	835,159	15,502,299	Ongoing	Survey was ordered and completed. 95/109 (87%) easements have letters of intent. Completed 17/48 surveys to finalize and record easements. RFP for construction due 2/22/24.
1.11	MARIN	City Marina	-	-	-	-	Paused	Funds moved moved to CENTR
1.5	CRH60	Pedestrian Pathway Under the Marler Bridge	149,571	2,879	146,692	-	Restarted	Baskerville-Donovan engineering firm presented 60% design. FDOT is reconsidering project as it may align with bridge renovation plans. Combining task order to Baskerville Donovan with EN617 US98/Stahlman Intersection PD&E Study.
1.4	EN617	US98/Stahlman Intersection (Study Marler Bridge to Airport Road)	71,210	4,157	67,054	-	Ongoing	PD&E study began September 2023, paused while renegotiating Baskerville-Donovan contracts for Harbor area work. Proposal will be brought forth to February 20th meeting,
	Renewal & Replacement							
3.2	RR051	General Government	167,633	9,265	1,207	157,161	Ongoing	City Hall HVAC replaced. City Hall Portico RFP to be released Spring 2024. Roof to be reseal/paint RFP in Spring 2024.
3.2	RR052	Public Safety	241,806	9,265	-	232,541	Ongoing	City Hall HVAC replaced. Quotes received to replace HVAC at Sheriff's Substation.
3.2	RR053	Physical Environment (Stormwater, Cemetery)	224,938	37,763	112,175	75,000	Ongoing	Harbor flap valve quotes requested. Plan to order March 2024
3.7, 3.9	RR054	Roads, Sidewalks, Street Lighting (Gas Tax 1 + GF RR Fund)	2,965,178	55,442	2,621,299	288,437	Ongoing	Legion Dr (Main Street to Beach Dr), Matthew Blvd and a short section of John Ave), and Moreno Point Rd are underway. Main St, Zerbe, and Calhoun Ave remain.

COUNCIL/ MGMT OBJECTIVE	October 1, 2023 to February 12, 2024		FY2024 Budget*	YTD Actuals	YTD Encumbrances	FY2024 Available Budget	Status	Notes
3.2	RR571	Library	127,500	81,495	-	46,005	Ongoing	Carpet is installed. Heat Pump #1 in process of replacement.
3.2	RR572	Parks and Recreation	817,247	42,685	217,364	557,198	Ongoing	
3.2	RR573	Other Facilities (i.e. Museum)	4,500	-	-	4,500	Ongoing	
3.2	RRVEH	Prior Year Replacement Vehicles Ordered	478,848	262,552	216,296	-	Ongoing	Dumptruck,Bronco, Sprayer & Blower ordered in prior years anticipated to arrive Spring 2024.
3.2	RRV11	Replace Building Fund Vehicles	76,000	-	56,750	19,250	Ongoing	Two replacement vehicles ordered.
3.2	RRV51	Replace General Government Vehicle	23,000	-	-	23,000	Ongoing	
3.2	RRV54	Replace Public Works Vehicles	365,000	239,877	-	125,123	Ongoing	2024 Ford F750 Urban Forestry Unit. Received mid December
3.2	RRV57	Replace Parks & Rec Vehicles	113,000	-	28,375	84,625	Ongoing	See 01/08/24 consent agenda. Ford Maverick ordered January 2024.
	Growth Necessitated & Comp Plan		-	-	-	-		
	CE002	Code Enforcement Equipment	30,000	6,276	-	23,724	Ongoing	Communication equipment on order.
	LB002	Library Impact Fee Projects	190,000	-	-	190,000	Ongoing	Staff Parking expansion: engineering working on design, library has chosen light fixtures for staff parking and ADA parking. Photometric plans from FPL needed to permit.
1.7	TR619	Sibert-Zerbe Parking Lot Consolidation	525,000	-	-	525,000	Paused	Area might be used as staging for undergrounding (if first options don't realize)
3.9	TR620	ADA Transition - Pedestrian Facilities	23,094	10,636	12,459	-	Ongoing	Final deliverables received December 2023.
	Other Capital Projects		-	-	-	-		
	ARP	Stormwater Infrastructure Projects	1,040,333	-	730,526	309,807	Ongoing	Projects 95% complete include Juanita Ave, Benning at Sibert and Benning at Bay, 541 Sibert. Indian Bayou projects started.
	BDVEH	New Vehicle for Building Inspection Dept (Building Fund)	40,000	-	-	40,000		Approved on 01/08/24 consent agenda. Encumbrance in process
	CEVEH	New Vehicle for Code Enforcement (expanding department)	46,000	-	46,018	(18)		Approved on 01/08/24 consent agenda. Ordered in February 2024.
4.15	CRT17	Destin Multi-Use Trail	500,191	184,551	315,640	-	Ongoing	DAG is working on the design. Public Workshop was held in December. 30% design brought to Council January 22. 60% design in process.
	DREDG	Dredge Harbor Channel (study plus dredging)	110,100	8,232	12,348	89,520	Ongoing	Bathymetric study data has been submitted to City. Internal design is completed. Three quotes attained (\$500k- \$1.3m). Financing options under review.
	HURRC	Hurricane Response	100,000	-	30,000	70,000		January 2024 storm cleanup.
	IT003	Other Hardware/Software Replacements	140,000	-	-	140,000	Ongoing	UKG chosen to install timekeeping system. To replace Fin, asset management, and customer portal: reviewed Aclarian, BS&A, Central Square, Springbrook and Iworq. No response from Intuit. Tyler Tech to address ENERGOV/CoMPASS issues.
	IT004	Council Chambers Audio-Video	30,000	5,004	10,487	14,510	Ongoing	Three TV/monitors replaced; camera replaced, final items on order.
	PE003	Vulnerability Assessment	140,000	9,495	60,505	70,000	Completed	Kick Off meeting held 10/31. Public workshop was held in January. Grant Amendment #1 to increase grant will be presented 2/20/24.

COUNCIL/ MGMT OBJECTIVE	October 1, 2023 to February 12, 2024		FY2024 Budget*	YTD Actuals	YTD Encumbrances	FY2024 Available Budget	Status	Notes
	RC124	Morgan's Children's Park Playground Structure	100,000	-	-	100,000	Ongoing	Plaground contractor is working on a design (and quote) to best fit our budget. A new contractor is looking into an exciting new module with easier maintenance.
	RC125	Buck Destin Restrooms	199,544	-	99,544	100,000	Ongoing	Modular components on order. Sanitary sewer and drinking water systems need updated before installation. Development order issued. Negotiating with Matrix for assistance with project management, engineering, and construction oversight.
4.16	RC127	Pickleball Court	400,150	18,845	31,305	350,000	Ongoing	30% designs shared with Parks & Rec and Council in January. Jenkins is working on 60% designs.
	RC128	Morgan Sports Complex - Bathrooms/Fieldhouse	250,000	-	-	250,000	Paused	Storage building design is consolidated with bathroom/fieldhouse design.
	RC130	Morgan Sports Complex - Storage	200,000	-	-	200,000	Paused	Storage building design is consolidated with bathroom/fieldhouse design.
	RC129	Morgan Sports Complex - Field Lighting (LED)	255,000	-	-	255,000	Ongoing	Will hire a GC to manage project.
4.11	RC216	Clement Taylor Park Renovations	1,603,423	-	7,243	1,596,180	Ongoing	Awaiting subaward from County. Construction RFP has been reviewed/approved by Council. RFP will be sent to County/Treasury when award signed.
	SW56	Outfall at Mattie Kelly Pier	175,000	-	-	175,000		Staff will engage a continuing services contractor to begin this project March/April 2024.
	SW57	Clement Taylor Park Strmwtr Mitigation	60,000	-	-	60,000	Closed	Secondary review show facilities are functioning adequately. Staff propose transferring these funds (1/2 Penny) to address Outfall at Mattie Kelly Pier.
	SW58	Chickasaw Strmwtr Remediation	600,000	-	-	600,000	Ongoing	RFB for lining to be advertised March 2024.
	TRSAF	Intersection Safety	104,888	2,500	2,388	100,000	Ongoing	Committee to discuss at 2/13/24 meeting
	XMAS	Capitalizable Christmas Décor	28,643	28,643	-	-	Completed	Prior year PO rolled forward. Items received mid-December.
		Total Projects	53,902,892	10,990,481	5,873,955	37,038,456		

*Includes encumbrances rolled forward from prior years.

CITY OF DESTIN 5-YEAR CAPITAL IMPROVEMENT PLAN

STRATEGIC OBJECTIVE			PY Encumbrances rolling forward 08/14/23	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
PRIORITY	Citizen/Council Directed								
1.2	HRB1	1 Harbor Blvd/1 Calhoun Waterfront Land	\$ -	\$ 9,100,000	\$ -	\$ -	\$ -	\$ -	\$ 9,100,000
1.3	UNDER	Undergrounding	894,344	16,000,885	-	-	-	-	16,000,885
1.6	EN615	Cross-Town Connector	43,485	9,003,151	-	-	-	-	9,003,151
1.2	CM001	Beach Acquisition/Beach Park Development	81,826	4,969,622	-	-	-	-	4,969,622
5.2	DREDG	Dredge Harbor	-	110,100	-	-	-	-	110,100
1.7	TR619	Sibert-Zerbe Parking Lot Consolidation	-	525,000	-	-	-	-	525,000
1.1	CENTR	City Center - Concept Design	-	50,000	-	-	-	-	50,000
1.11	MARIN	City Marina	-	50,000	-	-	-	-	50,000
1.10	TR621	Transit: Trolley, Ferry	-	-	-	-	-	-	-
xxx	SW56	Mattie Kelly Naturewalk Outfall	-	175,000	1,200,000	-	-	-	1,375,000
	Renewal & Replacement								
3.2	RR051	General Government	1,207	155,000	194,160	15,120	-	-	364,280
3.2	RR052	Public Safety	8,369	230,380	-	126,760	53,200	-	410,340
3.2	RR053	Physical Environment (Stormwater, Cemetery)	149,938	75,000	750,000	74,000	-	-	899,000
3.7	RR054	Roads, Sidewalks, Street Lighting	300,884	2,537,780	1,076,200	1,082,100	1,088,100	1,094,200	6,878,380
3.2	RR056	Human Services (Food4Thought Bldg)	-	-	6,760	-	-	-	6,760
3.2	RR571	Library	-	127,500	-	14,580	-	8,700	150,780
3.2	RR572	Parks and Recreation	67,453	749,922	230,400	114,050	402,200	394,000	1,890,572
3.2	RR573	Other Facilities (i.e. Museum)	-	4,500	-	-	-	6,960	11,460
3.2	RRV11	Vehicles for Bldg Inspectors	-	76,000	-	-	-	45,600	121,600
3.2	RRV51	Vehicles for General Government	-	23,000	-	33,600	-	45,600	102,200
3.2	RRV52	Vehicles for Public Safety (Code)	-	-	41,040	-	88,160	45,600	174,800
3.2	RRV54	Vehicles for Public Works	-	365,000	41,040	33,600	-	162,000	601,640
3.2	RRV57	Vehicles for Parks & Recreation	-	113,000	89,640	-	44,080	-	246,720
3.2	RRVEH	Vehicles	670,331	-	-	-	-	-	-
	Growth Necessitated & Comp Plan								
5.4	CE002	Code Enforcement Equipment	-	30,000	20,000	-	-	-	50,000
1.5	CRH60	Pedestrian Pathway Under Marler Bridge	149,571	-	-	-	-	-	-
1.4	EN617	Stahlman/US98 Intersection	-	-	-	-	-	-	-
5.3	LB002	Library Impact Fee Projects	-	190,000	-	-	-	-	190,000
xxx	TR620	ADA Transition - Pedestrian Facilities	25,487	-	-	-	-	-	-
1.7	TR622	General Parking Improvements	-	-	75,000	-	-	-	75,000
	Other Capital Projects								
4.14	ARP	Stormwater Infrastructure Projects	734,853	312,000	-	-	-	-	312,000
5.5	BDVEH	New Inspector Vehicles	-	40,000	-	-	-	-	40,000
5.4	CEVEH	New Code Enforcement Vehicles	-	46,000	-	-	-	-	46,000
4.8	CRH63	Captain Royal Melvin Heritage Park and Plaza	9,614	-	-	-	-	-	-
4.15	CRT17	Destin Multi-Use Trail	570,000	-	-	1,000,000	-	-	1,000,000
5.6	HURRIC	Hurricane Response	-	100,000	-	-	-	-	100,000

STRATEGIC OBJECTIVE			PY Encumbrances rolling forward 08/14/23	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
xxx	IT003	Other Hardware/Software Replacements	-	170,000	-	-	-	-	170,000
5.1	RC124	Morgan Children's Park Playground Structure	-	100,000	-	-	-	-	100,000
xxx	RC125	Buck Destin Restrooms	99,544	100,000	-	-	-	-	100,000
4.16	RC127	Pickleball Court	-	350,000	-	-	-	-	350,000
5.1	RC128	Morgan Bathrooms/Storage/Fieldhouse	-	250,000	-	-	-	-	250,000
5.1	RC129	Morgan - Field Lighting (LED)	-	255,000	175,000	75,000	-	-	505,000
5.1	RC130	Morgan - Artificial Infields	-	200,000	400,000	-	-	-	600,000
5.1	RC131	Morgan - Field Lining Robot	-	-	-	50,000	-	-	50,000
4.11	RC216	Clement Taylor Park Renovations	15,968	1,596,180	-	-	-	-	1,596,180
4.14	SW57	CTP Stormwater Mitigation	-	60,000	-	-	-	-	60,000
4.14	SW58	Chickasaw Ct Stormwater Remediation	-	600,000	-	-	-	-	600,000
5.7	TRSAF	Intersection Safety	62,500	100,000	100,000	100,000	100,000	100,000	500,000
xxx	XMAS	Holiday Decorations	35,804	-	-	-	-	-	-
Total Projects			\$ 3,921,176	\$ 48,940,020	\$ 4,399,240	\$ 2,718,810	\$ 1,775,740	\$ 1,902,660	\$ 59,736,470

Funding Sources			PY Encumbrances rolling forward 08/14/23	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
General Fund	30058585	RR GENERAL	983,776	\$ 3,792,782	\$ 1,835,040	\$ 893,710	\$ 1,069,640	\$ 1,144,860	\$ 8,736,032
General Fund	30558500	GENERAL FUND	265,083	1,972,262	595,000	125,000	-	-	2,692,262
TC CRA	10258500	TOWN CENTER CRA	415,804	-	-	1,000,000	-	-	1,000,000
Harbor CRA	11058500	HARBOR CRA	-	9,100,000	-	-	-	-	9,100,000
Building Fund	11152441	BUILDING FUND	-	116,000	-	-	-	45,600	161,600
Parking Fund	12254500	PARKING FUND	60,340	525,000	75,000	-	-	-	600,000
Tech Fund	12552400	TECHNOLOGY FUND	-	85,000	-	-	-	-	85,000
Oka 1/2 Penny	12953831	OKA 1/2 STORMWATER	-	835,000	1,200,000	-	-	-	2,035,000
Oka 1/2 Penny	12953931	OKA 1/2 UNDERGROUNDING	894,344	1,000,000	-	-	-	-	1,000,000
Oka 1/2 Penny	12954100	OKA 1/2 PUBLIC WORKS & SAFETY	62,500	100,000	100,000	100,000	100,000	100,000	500,000
Oka 1/2 Penny	12957231	OKA 1/2 BEACH ACQ	-	-	-	-	-	-	-
Debt	32453900	2024 Bond Issuance	-	16,004,319	-	-	-	-	16,004,319
Gas Taxes	30054131	GAS TAX#1 RR ROADS	4,127	588,300	594,200	600,100	606,100	612,200	3,000,900
Gas Taxes	31554031	GAS TAX#2 COMP PLAN	-	1,000,000	-	-	-	-	1,000,000
Impact Fees	31552000	POLICE IMPACT FEES	-	10,000	-	-	-	-	10,000
Impact Fees	31554032	MULTI-MODAL IMPACT FEES	25,487	26,307	-	-	-	-	26,307
Impact Fees	31554132	ROAD IMPACT FEES	40,120	1,575,000	-	-	-	-	1,575,000
Impact Fees	31557132	LIBRARY IMPACT FEES	-	190,000	-	-	-	-	190,000
Impact Fees	31557232	PARK IMPACT FEES	-	474,000	-	-	-	-	474,000
Restricted	12753700	NPEB	149,938	110,000	-	-	-	-	110,000

STRATEGIC OBJECTIVE			PY Encumbrances rolling forward 08/14/23	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
Restricted	12753800	STORMWATER TRUST FUND	-	-	-	-	-	-	-
Franch fees	31553977	ELECTRIC FRANCHISE UNDERGROUNDING	-	2,000,000	-	-	-	-	2,000,000
Grant	30554100	BOCC XTOWN CONSTRUCTION	-	3,300,000	-	-	-	-	3,300,000
Grant	30554133	FDOT TRIP GRANT	3,364	98,410	-	-	-	-	98,410
Grant	30554200	STATE GRANT LINEAR TRL	190,000	-	-	-	-	-	-
Grant	30557133	LIBRARY/MUSEUM GRANTS	-	-	-	-	-	-	-
Grant	30557233	RESTORE PARK GRANT	-	729,918	-	-	-	-	729,918
Grant	30557212	TDC 12.5% (includes Advanced Funding)	91,440	2,254,115	-	-	-	-	2,254,115
Grant	30557237	BOCC (TDC) BEACH ACQ GRANT	-	2,715,607	-	-	-	-	2,715,607
Grant	30555900	AMERICAN RESCUE PLAN	734,853	312,000	-	-	-	-	312,000
Grant	31557236	MORGANS KID PARK GRANT	-	26,000	-	-	-	-	26,000
Total Sources			\$ 3,921,176	\$ 48,940,020	\$ 4,399,240	\$ 2,718,810	\$ 1,775,740	\$ 1,902,660	\$ 59,736,470
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

		FY 2024 Adopted Budget	5-Year Funded Capital Plan Amount	Additional Funds Needed
Council Objectives				
1.1	Work with Stakeholders to pursue a Destin City Center	\$ 50,000	\$ 50,000	
1.2	Public waterfront acquisition initiative	14,069,622	14,069,622	5,100,000
1.3	Underground utilities	16,000,885	16,000,885	
1.4	Stahlman/US 98 pedestrian and vehicle Improvements in cooperation with FDOT	-	-	
1.5	Pedestrian access concepts under the Marler Bridge	-	-	
1.6	Two-lane Crosstown Connector	9,003,151	9,003,151	4,550,000
1.7	Improve parking, explore options (parking garage, surface parking)	525,000	600,000	
1.8	Annexation of unincorporated enclaves	-	-	
1.9	Morgan Sports Center and Dalton Threadgill Park Master Plan for renovations	-	-	
1.10	Support for regional Transit and Ferry systems	-	-	
1.11	City Marina (Phase 1 Feasibility Study)	50,000	50,000	
1.12	Support Beach Re-nourishment, planning, scheduling in partnership with the County/State	-	-	
1.13	Support regional workforce housing initiatives	-	-	
Management Objectives		-	-	
2.1-2.11	These are management-related, not capital project related	-	-	
Management in Progress (capital projects only listed below)		-	-	
3.1	Memorialize institutional knowledge			
3.2	Plan for renewal and replacement of city facilities and infrastructure	1,919,302	4,980,152	15,000,000
3.3	Monitor and Manage current grant and funding awards	-	-	
3.4	Find and secure new funding opportunities for city services and city projects OPR:GPC	-	-	
3.5	Complete land development code revisions	-	-	
3.7	Implement a pavement management program	2,537,780	6,878,380	
3.9	Improve sidewalks (wider, more walkable)	-	-	

		FY 2024 Adopted Budget	5-Year Funded Capital Plan Amount	Additional Funds Needed
Major Projects		-	-	
4.1	Implement and Manage COMPASS software	-	-	
4.2	Harbor Capacity Study	-	-	
4.3	Impact Fee Study	-	-	
4.4	Building Permit Fee Study	-	-	200,000
4.5	Develop and Implement the Mobility Plan and associated Fees	-	-	
4.6	Update Business Tax Receipts (BTR) Fee Schedule and processes	-	-	
4.7	Research Stormwater Utility options and Funding	-	-	
4.8	Construct Capt Royal Melvin Heritage Park	-	-	
4.9	FDOT Median Improvement project	-	-	
4.10	Norriego Point Park Improvements Phase III - Recreation Components	-	-	340,000
4.11	Renovate Clement Taylor Park (Pending Funding)	1,596,180	1,596,180	
4.12	Redevelop Joe's Bayou Recreation Area	-	-	
4.13	Continuity of streetlights/ Conversion to LEDS (In Progress)	-	-	
4.14	Implement prioritized stormwater improvements based on the Stormwater Master Plan	972,000	972,000	
4.15	Linear Park (in partnership with FPL) secure additional funding, complete design, secure required easements, construct trail	-	1,000,000	
4.16	Pickleball Courts: Secure additional Funding, acquire land, complete design and construct	350,000	350,000	56,000
TOTAL for items on the Strategic Plan		\$ 47,073,920	\$ 55,550,370	\$ 25,246,000
TOTAL 5-Year CAPITAL BUDGET		\$	59,736,470	
% FOR STRATEGIC PLAN			93%	

		FY 2024 Adopted Budget	5-Year Funded Capital Plan Amount	Additional Funds Needed
NOT ON COUNCIL OBJECTIVE LIST:				
5.1	Upgrades to Morgan Sport Center (Bathrooms; LED lighting; Artificial Infields; Field Lining Technology)	805,000	1,505,000	
5.2	Dredge Harbor Channel	110,100	110,100	750,000
5.3	Upgrade/Remodel and expand Library	190,000	190,000	
5.4	Code Enforcement New Equipment	76,000	96,000	
5.5	Building Inspector New Equipment	40,000	40,000	
5.6	Hurricane Response (first 30 days; Debris Removal)	100,000	100,000	
5.7	Public Works Safety Committee - Intersection and Crossing Safety	100,000	500,000	
xxx	Other small projects	445,000	1,645,000	
	107 Study (Harbor)	-	-	1,500,000
	Upgrade/Remodel and expand Community Center	-	-	15,000,000
	North sidewalk of Mountan Drive	-	-	900,000
	Beach Circle culv Construction	-	-	125,000
	500 Osceola Dr culv Construction	-	-	125,000
	Crystal Beach one way study	-	-	12,755
	MMTD Master streetlighting study	-	-	150,000
	Traffic Calming measures	-	-	60,000
	Pine street extension - Design Only	-	-	150,000
	Design of park elements at Crosstown Road	-	-	150,000
	Stormwater - Replace piping; Re-establish Swales	-	-	150,000
	Mattie Kelly Naturwalk Outfall			1,200,000
	Other projects on Unfunded Detail List	-	-	12,778,525
TOTAL for additional projects not on Plan		\$ 1,866,100	\$ 4,186,100	\$ 33,051,280
<i>TOTAL for all projects</i>		<i>\$ 48,940,020</i>	<i>\$ 59,736,470</i>	<i>\$ 58,297,280</i>

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 20, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.J.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Krystal Strickland, Finance Director

DATE: February 9, 2024

SUBJECT: TDC Monthly Report - **Informational Only**

I. BACKGROUND: In August 2023, Council requested a monthly update of collections of the Tourist Development Tax.

Attached is the latest available report.

II. DISCUSSION: This report created by Okaloosa County is informational only.

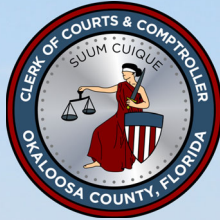
- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**
- D. Legislative Sponsor:**

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. TDT Collection Reports 01 2024



Okaloosa County Tourist Development Tax by Collection Period

Total Collections

*1% increase as of Feb 23 Collections (Jan 23 Reporting Period)

Month	FY23	FY24	% (+/-)
October	3,589,406.50	3,276,277.33	-8.72%
November	2,621,154.46	2,981,714.82	13.76%
December	1,089,937.11	1,295,378.95	18.85%
January	931,847.14	965,864.62	3.65%
February	999,193.36		
March	1,314,722.67		
April	3,182,995.16		
May	3,945,677.01		
June	4,371,375.99		
July	7,444,227.38		
August	9,061,643.07		
September	4,232,351.93		
Total	42,784,531.78	8,519,235.72	27.53%

Current District Collections (6%)

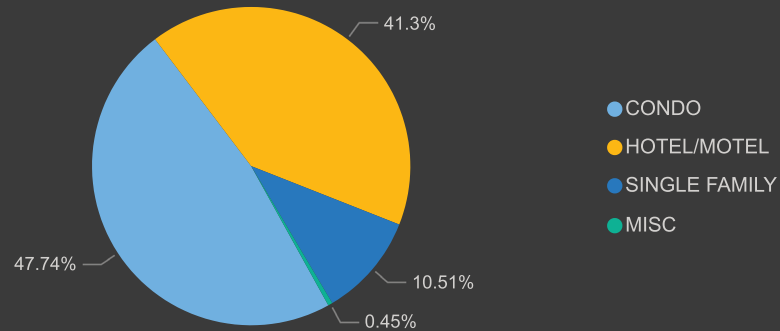
Month	FY19	FY20	FY21	FY22	FY23	FY24	% (+/-)
October	1,593,007.19	1,884,690.82	2,221,230.43	2,913,700.21	3,457,361.72	3,104,434.54	-10.21%
November	1,309,682.33	1,209,246.44	2,027,742.10	2,177,346.70	2,490,555.01	2,817,644.95	13.13%
December	828,040.56	608,271.78	826,108.63	1,074,763.79	991,384.32	1,123,537.23	13.33%
January	541,907.43	552,130.36	674,430.00	1,064,654.14	825,186.78	848,975.18	2.88%
February	591,499.87	698,331.50	810,277.30	556,796.53	887,575.40		
March	929,605.46	959,719.31	1,030,939.09	1,039,092.04	1,170,079.04		
April	1,638,833.47	768,179.65	2,533,631.54	2,526,284.64	2,969,367.89		
May	1,634,939.01	232,848.94	3,027,344.52	3,245,110.93	3,734,841.53		
June	2,775,474.02	1,490,641.58	3,836,461.91	3,712,196.33	4,144,035.69		
July	5,378,932.05	3,619,497.04	5,311,973.12	6,049,957.98	7,141,099.78		
August	3,676,259.33	4,019,404.74	5,971,521.24	7,513,491.71	8,732,720.80		
September	2,237,069.94	2,639,207.26	4,063,463.37	3,796,845.88	4,035,845.16		
Total	23,135,250.66	18,682,169.42	32,335,123.25	35,670,240.88	40,580,053.12	7,894,591.90	4.78%

Expanded District Collections (5%)

Month	FY22	FY23	FY24
October	0.00	132,044.78	171,842.79
November	0.00	130,599.45	164,069.87
December	0.00	98,552.79	171,841.72
January	0.00	106,660.36	116,889.44
February	0.00	111,617.96	
March	0.00	144,643.63	
April	165,941.54	213,627.27	
May	163,604.36	210,835.48	
June	187,239.51	227,340.30	
July	247,245.40	303,127.60	
August	280,103.11	328,922.27	
September	161,001.85	196,506.77	
Total	1,205,135.77	2,204,478.66	624,643.82

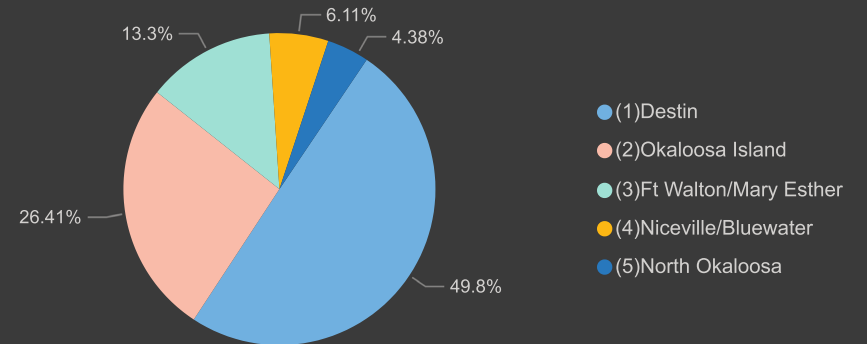
Reporting Period is always the month before the Collection Period

Rental Type

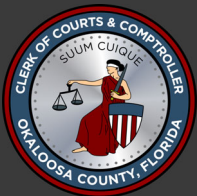


Rental Type	Current District	Expanded District	Total
CONDO	7,381	17	7,398
HOTEL/MOTEL	4,559	1,841	6,400
SINGLE FAMILY	1,388	241	1,629
MISC	40	30	70
Total	13,368	2,129	15,497

Area



District	Current District	Expanded District	Total
(1)Destin	7,718		7,718
(2)Okaloosa Island	4,093		4,093
(3)Ft Walton/Mary Esther	1,557	504	2,061
(4)Niceville/Bluewater		947	947
(5)North Okaloosa		678	678
Total	13,368	2,129	15,497



Number of Units Reporting





Collection Period FY2024

Gross Receipts & Tax Due by Rental Type

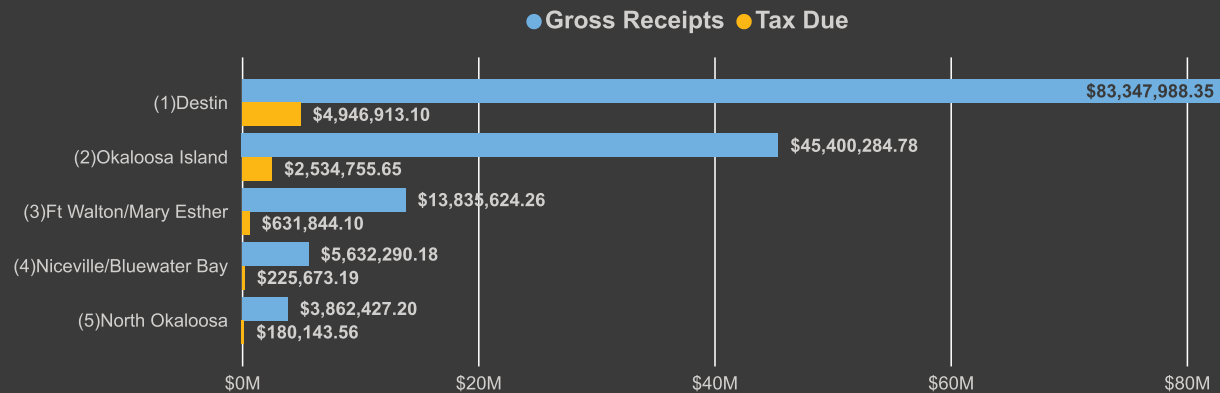


Gross Receipts

Rental Type	October	November	December	January	Total
CONDO	\$30.33M	\$27.53M	\$7.93M	\$5.57M	\$71.35M
HOTEL/MOTEL	\$17.89M	\$16.28M	\$9.77M	\$7.67M	\$51.60M
SINGLE FAMILY	\$9.47M	\$8.24M	\$4.81M	\$4.07M	\$26.59M
MISC	\$0.57M	\$0.47M	\$1.19M	\$0.30M	\$2.54M
Total	\$58.26M	\$52.52M	\$23.70M	\$17.61M	\$152.08M

Tax Due

Rental Type	October	November	December	January	Total
CONDO	\$1.80M	\$1.64M	\$0.47M	\$0.33M	\$4.25M
HOTEL/MOTEL	\$0.89M	\$0.83M	\$0.48M	\$0.38M	\$2.59M
SINGLE FAMILY	\$0.55M	\$0.48M	\$0.28M	\$0.24M	\$1.55M
MISC	\$0.03M	\$0.03M	\$0.06M	\$0.01M	\$0.13M
Total	\$3.28M	\$2.99M	\$1.29M	\$0.97M	\$8.52M





Collection Period FY2024

Gross Receipts & Tax Due by District

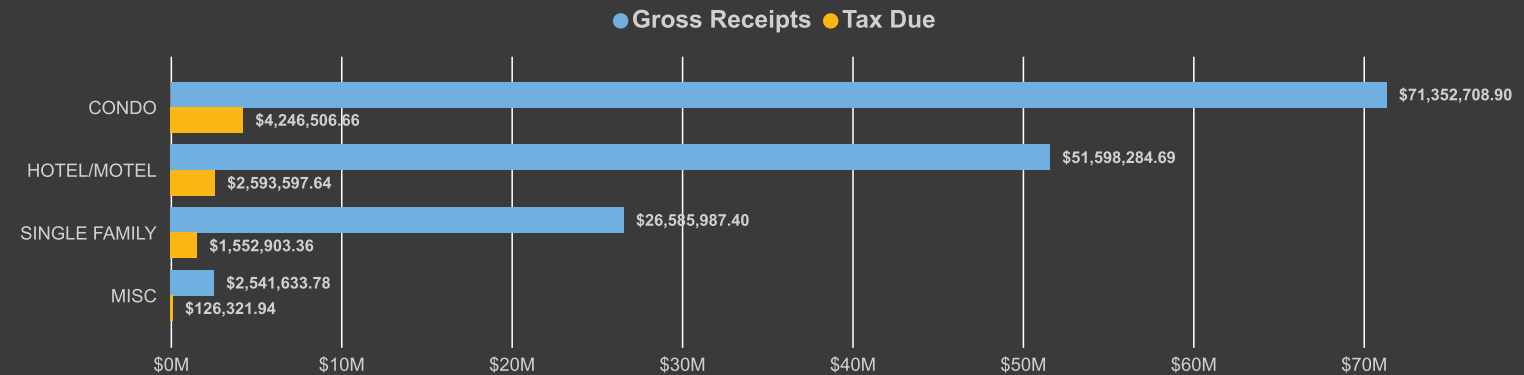


Gross Receipts

District	October	November	December	January	Total
(1)Destin	\$32.43M	\$29.11M	\$12.30M	\$9.51M	\$83.35M
(2)Okaloosa Island	\$18.73M	\$16.87M	\$5.79M	\$4.01M	\$45.40M
(3)Ft Walton/Mary Esther	\$4.27M	\$4.01M	\$3.44M	\$2.12M	\$13.84M
(4)Niceville/Bluewater Bay	\$1.71M	\$1.58M	\$1.22M	\$1.12M	\$5.63M
(5)North Okaloosa	\$1.11M	\$0.96M	\$0.94M	\$0.86M	\$3.86M
Total	\$58.26M	\$52.52M	\$23.70M	\$17.61M	\$152.08M

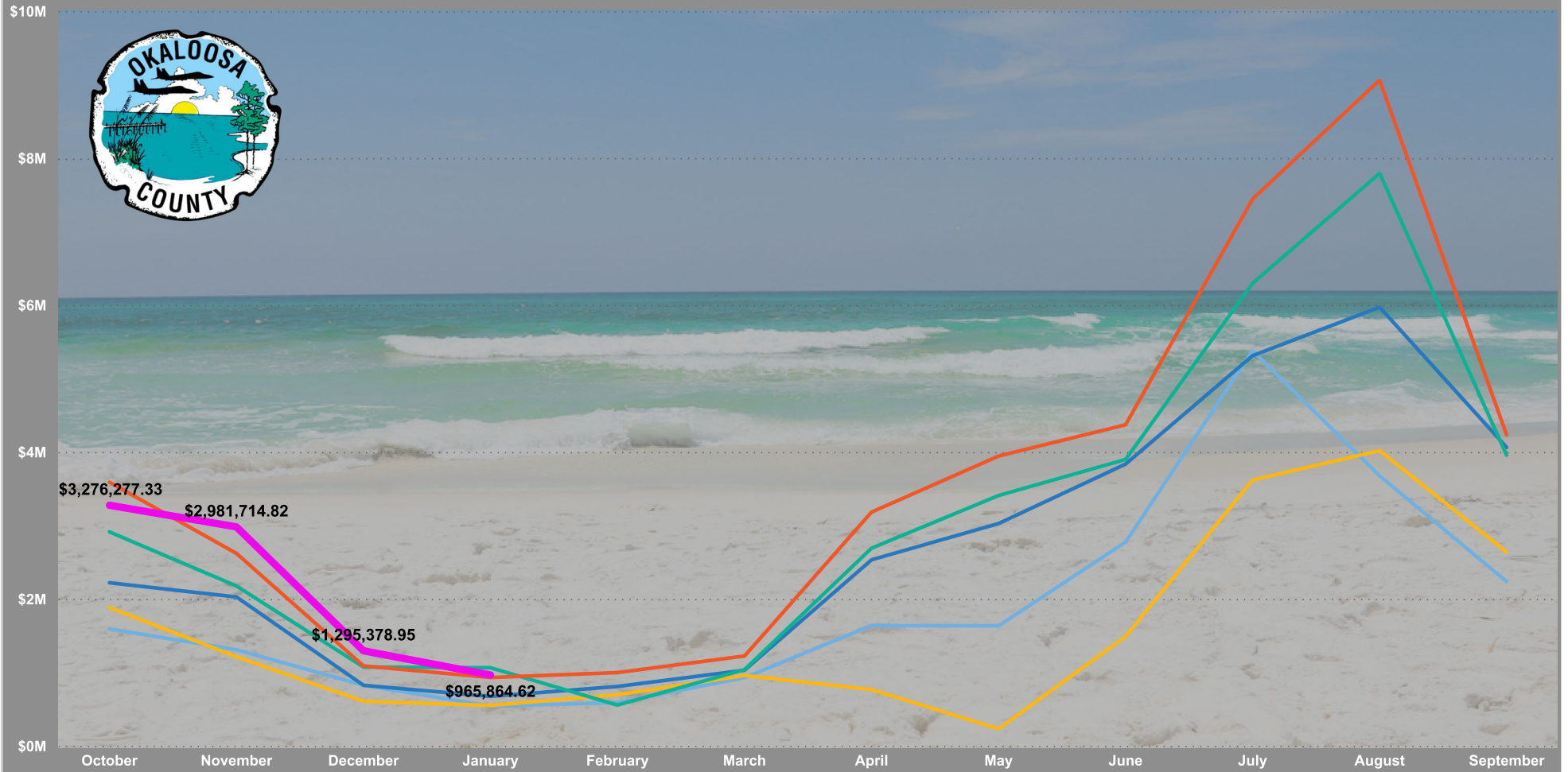
Tax Due

District	October	November	December	January	Total
(1)Destin	\$1.92M	\$1.73M	\$0.73M	\$0.56M	\$4.95M
(2)Okaloosa Island	\$1.04M	\$0.96M	\$0.31M	\$0.22M	\$2.53M
(3)Ft Walton/Mary Esther	\$0.19M	\$0.18M	\$0.16M	\$0.10M	\$0.63M
(4)Niceville/Bluewater Bay	\$0.07M	\$0.06M	\$0.05M	\$0.05M	\$0.23M
(5)North Okaloosa	\$0.05M	\$0.05M	\$0.04M	\$0.04M	\$0.18M
Total	\$3.28M	\$2.99M	\$1.29M	\$0.97M	\$8.52M



Tourist Tax History by Collection Period Month

2019 2020 2021 2022 2023 2024



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 20, 2024**TYPE OF AGENDA ITEM:** Public Hearing**AGENDA OUTLINE NUMBER:** 5.A.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Steve O'Connor, Principal Planner

DATE: February 15, 2024

SUBJECT: Panhandle Engineering, Inc., on behalf of Ramanada LLC, is requesting approval for a Major Development Order, which includes the construction of a 64-unit boutique hotel, along with the associated site infrastructure, as well as a separate overflow parking lot for the SunDestin condominiums. The subject project is located at 1035 Highway 98 East (Parcel ID: 00-2S-22-0000-0024-001C), totaling approximately 9.18 acres.

I. BACKGROUND: Panhandle Engineering, Inc., on behalf of Ramanada LLC, is requesting approval for a Major Development Order, which includes the construction of a 64-unit boutique hotel, along with the associated site infrastructure, as well as a separate overflow parking lot for the SunDestin condominiums. The subject project is located at 1035 Highway 98 East (Parcel ID: 00-2S-22-0000-0024-001C), totaling approximately 9.18 acres.

II. DISCUSSION: COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

The subject property is within the **Town Center Commons Planning Area**. Also, the property has a Future Land Use Map Designation of **Town Center Mixed Use (TCMU)** and a Zoning Designation of **Town Center Mixed Use (TCMU)**. The proposed use is consistent with these land use regulations. The project, as required by the Comprehensive Plan and the Land Development Code, has undergone a compatibility review and meets the minimum requirements.

LAND USE

Hotels and motels are a permitted use within the **TCMU** future land use designation and within the **TCMU** zoning district.

Maximum allowed: 24 Dwelling Units/Acre
Provided: 7.14 Dwelling Units/Acre

HEIGHT

Maximum allowed: 75' / 6 stories
Provided: 16' / 1 story

SETBACKS

Front required: 16' minimum – 26' maximum
Front provided: Due to the 'flag-like' configuration of the existing property, the front setback along Highway 98 could not be achieved; however, the maintenance building is proposed ± 26 from the front property line of the buildable area (property line north of the existing Days Inn). Therefore, the intent of developing closer to the Highway 98 corridor has been met due to the configuration of the lot.

Side minimum required (east): None
Side provided (east): $\pm 80'$

Side minimum required (west): None
Side provided (west): $\pm 64'$

Rear minimum required: None'
Rear provided: $\pm 69'$

OPEN SPACE

Minimum required: 30%
Provided: 51%

PLATTING

There is no platting associated with this application.

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:

Traffic: Signed August 16, 2023

Stormwater Management: Signed August 17, 2023

Potable Water/Sanitary Sewer: Signed July 26, 2023

Solid Waste: Signed December 12, 2022

AIRPORT PROTECTION

As proposed, this project is not affected by nor affects the Destin Executive Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport Expansion Area.

NOTE: If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

TRANSPORTATION ANALYSIS

The traffic analysis, signed and dated November 10, 2022, indicates the proposed development will generate eighteen (18) PM peak hour trips. The analysis is consistent with the technical

methodology outlined in **LDC 6.05.05**.

RIGHT-OF-WAY DEDICATION

The project does not include right-of-way dedication.

INGRESS/EGRESS

Vehicular access to the property is provided by a two-way access from the Highway 98 public right-of-way (ROW), with the design incorporating potential tie-ins to any future roadway within/along the Gulf Power Easement.

PEDESTRIAN NETWORK

The project provides a complete pedestrian network as required in **LDC 8.09.03.A(6)**. A continuous on-site internal sidewalk is provided throughout the development.

PARKING

Required vehicle parking spaces:	67
Provided vehicle parking spaces:	95 (including 6 ADA spaces)
Required bicycle parking spaces:	3
Provided bicycle parking spaces:	5

A Parking Agreement between SunDestin and Athena Development Enterprises, Inc. was entered into in December 2003 and recorded on January 13, 2004. As the applicant (Ramanada LLC) was the successor-in-title to this agreement, the applicant has proposed to construct an overflow parking lot for SunDestin, which contains 111 parking spaces. This was the minimum required parking to be provided, per the agreement. This area is illustrated on the Civil Plan set as the 'Parking Easement Boundary'.

This overflow parking area was reviewed as part of the original SunDestin Development Order, approved by the County and accepted by the City in DO-93-09.

UTILITIES

All utilities are required to be undergrounded.

STORMWATER

The City Manager's Stormwater designee approved the stormwater plan on July 27, 2023.

Given that the stormwater retention for the SunDestin offsite parking lot and the proposed hotel is shared, then a Drainage Easement shall be prepared and signed by both parties prior to issuance of a Certificate of Occupancy (CO).

REFUSE COLLECTION

All non-construction related dumpsters, trashcans, and recycling bins shall be placed in a solid waste collection area or inside a building. The approved dumpster location within Attachment A shall not be altered unless a Development Order (DO) Deviation is submitted, reviewed, approved, and issued.

WHITE SANDS ZONE

The proposed project site is located within a White Sands Zone II.

LANDSCAPING

Front perimeter/common boundary: Not applicable

Interior parking landscape: Provided

Buffer zone: Provided

Preservation and restoration:

Reforestation trees required: 87

Preserved tree credits: 0

Protected trees to be removed: 0

Replacement trees required: 0

Required parking trees: 38

Required street trees: 2

Total required trees: 127**Total trees provided*: 142**

***Modification/alteration to any approved species of trees or shrubs shall be reviewed and approved by the Community Development Director or their designee prior to installation. A Development Order (DO) Deviation may be required if the proposed changes do not substantially meet the originally approved landscape plan.**

SIGNS

No signs were reviewed for permitting or compliance with the Development Order application.

All proposed signs must be permitted through a sign permit and shall comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

IMPACT FEES

Impact fee amounts have been developed using the provisions outlined in ***LDC 19.03.05.A***. The impact fees identified below are an ***estimate***. The actual Impact fees will be calculated and assessed at time of building permit submittal.

LAND USE	UNITS (per room)	PARK	LIBRARY	POLICE	TRANS.	TOTAL
Hotel/Motel, room	per64	\$243.00	\$0	\$11.00	\$981.00	
Totals		\$15,552	\$0	\$704	\$62,784	\$79,040.00

OTHER FEES

Consultant Transportation CEC Review 1: \$145.67 (Paid)

Consultant Transportation CEC Review 2: \$124.86 (Paid)

PUBLIC COMMENTS

The only public comment received to date is the correspondence between SunDestin's legal representation, the applicant's legal representation, and City Staff.

A. Link to Strategic Goals / Objectives: Economic development and revitalization

B. Effect on Budget (EOB): There is no anticipated impact on the budget.

C. Level of Service (LOS): The development is estimated to generate eighteen (18) PM peak hour trips. Relative to the existing LOS of Highway 98, there will be a minimal

impact on the surrounding level of service.

D. Legislative Sponsor:

III. CONCLUSION: Panhandle Engineering, Inc., on behalf of Ramanada LLC, is requesting approval for a Major Development Order, which includes the construction of a 64-unit boutique hotel, along with the associated site infrastructure, as well as a separate overflow parking lot for the SunDestin condominiums. The subject project is located at 1035 Highway 98 East (Parcel ID: 00-2S-22-0000-0024-001C), totaling approximately 9.18 acres.

IV. RECOMMENDED MOTION: I move that the City Council approve Destin Villas, a Major Development Order, as presented.

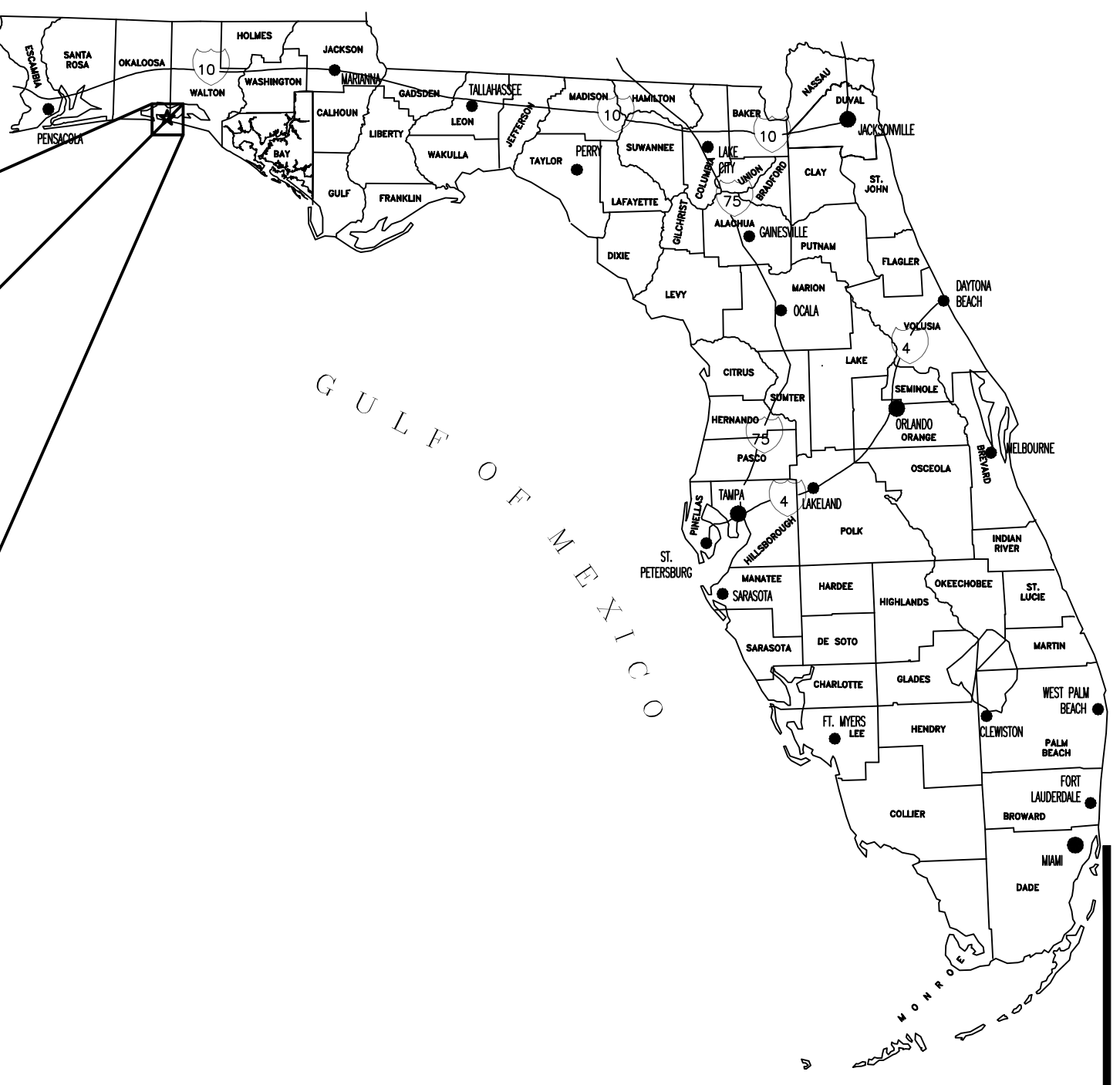
ALTERNATIVE MOTION:

I move that the City Council approve/approve with conditions/approve with modifications/deny Destin Villas, a Major Development Order, as presented.

Attachments:

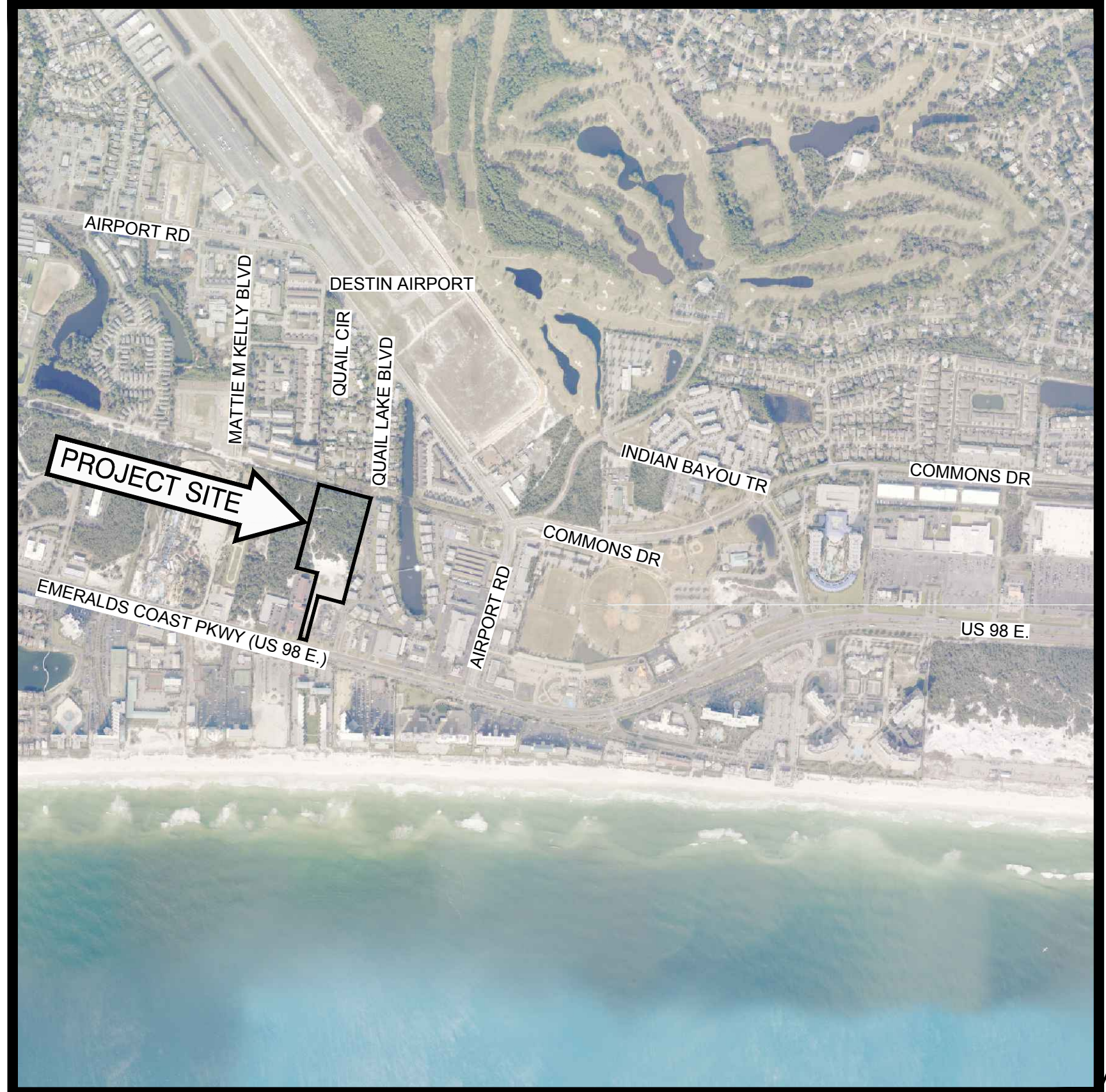
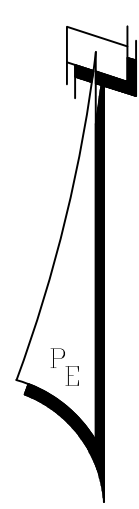
1. A. Destin Villas Civil Set
2. B. Destin Villas Landscape and Irrigation Set
3. C. Destin Villas Photometric Plan
4. D. DO-23-29_Destin Villas DRAFT DO
5. E. Special Warranty Deed
6. F. Destin Villas Parking Agreement (Existing Agreement)

DESTIN VILLAS HOTEL DESTIN, FLORIDA



PREPARED FOR:
Ramananda, LLC.

ADDRESS
101 HWY 85 N.
NICEVILLE, FLORIDA 32578



ADDRESS: 1035 E HWY 98 DESTIN ~ (00-2S-22W)
LAT ~ 30° 23' 21" N
LONG ~ 86° 28' 08" W

VICINITY MAP
0' 500' 1000' 2000'
SCALE: 1" = 1000'

FOR PERMITTING PURPOSES ONLY
NOT FOR CONSTRUCTION
SDC UPDATED
09 FEBRUARY 2024

REVISED PER DESTIN RAI No.1
REVISED PER FIRE MARSHAL
REVISED GRADING
DELETE METERS AT FIREWATER SERVICES
REVISED PER DESTIN RAI No.4
REVISED PER CLIENT

APRIL 2022
PROJECT No. 133802B

- DRAWING INDEX
- | No. - | TITLE |
|-------|--|
| 0 - | COVER SHEET |
| 1 - | EXISTING CONDITIONS & DEMO PLAN |
| 2 - | OVERALL SITE PLAN |
| 3 - | SITE PLAN NORTH |
| 4 - | SITE PLAN SOUTH (DOT CONNECTION,DRAINAGE, & PROFILE) |
| 5 - | GRADING LAYOUT PLAN NORTH |
| 6 - | STORM WATER MANAGEMENT NORTH & SOUTH |
| 7 - | STORM WATER MANAGEMENT DETAILS |
| 8 - | UTILITY LAYOUT PLAN NORTH |
| 9 - | EROSION CONTROL PLAN |
| 10 - | SITE CONSTRUCTION DETAILS |
| 11 - | SITE CONSTRUCTION DETAILS |
| 12 - | CONSTRUCTION NOTES & DETAILS |
| 13 - | UTILITY DETAILS |
| 14 - | UTILITY DETAILS |
| 15 - | UTILITY DETAILS |
| 16 - | STORMWATER POLLUTION PREVENTION SHEET |
| 17 - | STORMTECH MC-3500 CHAMBER SYSTEMS DETAILS |
| 18 - | STORMTECH MC-3500 CHAMBER SYSTEMS DETAILS |

PREPARED BY:



ENVIRONMENTAL ENGINEERS • CIVIL ENGINEERS • LAND PLANNERS
600 Ohio Avenue Lynn Haven, Florida 32444
(850)763-5200 www.panhandleengineering.com

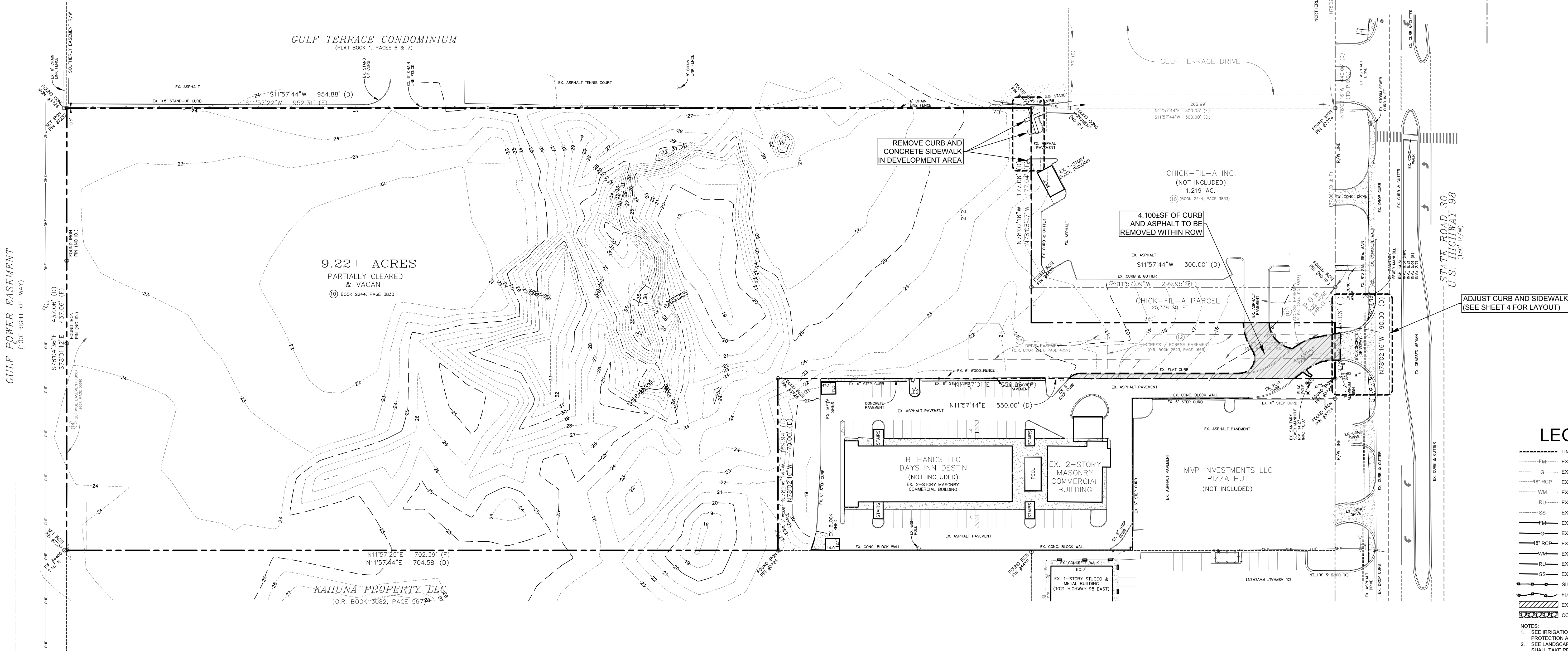
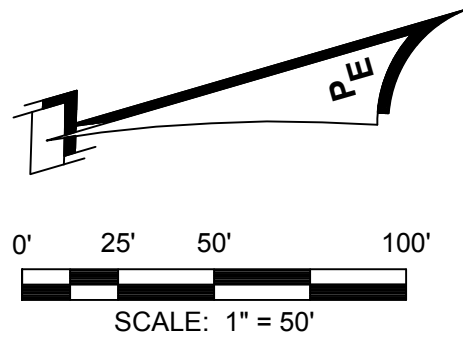
Always call 811 two full business days before you dig
to have underground utilities located and marked.



Date: Friday, February 9, 2024 9:23:13 AM ID: REF File: P:\133802B Destin Villas Hotel 2024\1 CIVIL\SDC\denDrawings\133802B ED.dwg

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133802B DESTIN VILLAS HOTEL COVER SHEET



LEGEND

- LIMITS OF CONSTRUCTION
- FM --- EXISTING FORCE MAIN TO REMAIN (SIZE AS NOTED)
- G --- EXISTING GAS LINE TO REMAIN (SIZE AS NOTED)
- 18" RCP --- EXISTING DRAINAGE PIPE TO REMAIN
- WM --- EXISTING WATER MAIN TO REMAIN (SIZE AS NOTED)
- RU --- EXISTING REUSE MAIN TO REMAIN (SIZE AS NOTED)
- SS --- EXISTING SANITARY SEWER TO REMAIN
- FM --- EXISTING FORCE MAIN TO BE REMOVED (SIZE AS NOTED)
- G --- EXISTING GAS LINE TO BE REMOVED (SIZE AS NOTED)
- 18" RCP --- EXISTING DRAINAGE PIPE TO BE REMOVED
- WM --- EXISTING WATER MAIN TO BE REMOVED (SIZE AS NOTED)
- RU --- EXISTING REUSE MAIN TO BE REMOVED (SIZE AS NOTED)
- SS --- EXISTING SANITARY SEWER TO BE REMOVED
- SILT FENCE
- FLOATING TURBIDITY BARRIER
- EXISTING STRUCTURE TO BE REMOVED
- CONSTRUCTION ENTRANCE

- NOTES:
- SEE IRRIGATION DRAWINGS FOR IRRIGATION SYSTEM PROTECTION AND DEMOLITION INFORMATION.
 - SEE LANDSCAPE PLANS FOR TREES TO REMAIN. CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT TREES.
 - ALL EXISTING UTILITY LOCATIONS AND ELEVATIONS SHALL BE FIELD VERIFIED PRIOR TO THE START OF DEMOLITION.
 - CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY UPON IDENTIFICATION OF UNKNOWN UNDERGROUND UTILITIES.
 - CONTRACTOR SHALL PROVIDE EROSION CONTROL FOR ALL EXISTING DRAINAGE STRUCTURES TO REMAIN UNLESS NOTED OTHERWISE.
 - CONTRACTOR SHALL TAKE DUE CARE WHEN INSTALLING SILT FENCE AROUND EXISTING UNDERGROUND UTILITIES.
 - CONTRACTOR MAY ADJUST SILT FENCE LOCATIONS WITHIN INDICATED LIMITS OF CONSTRUCTION AS NEEDED TO PERFORM WORK.

REV	DATE	BY	REVISIONS

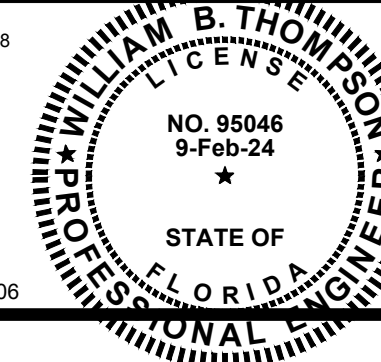
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SCALE: AS NOTED
DESIGNED BY: JHS
DRAWN BY: REF
REVIEWED BY: WBT
ISSUE DATE: APRIL 2022
ACAD FILE NAME: 133802B E0.dwg

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600 Ohio Avenue Lynn Haven, Florida 32444
(850)763-5200 www.panhandleengineering.com

EXISTING CONDITIONS & DEMO PLAN DESTIN VILLAS HOTEL DESTIN, FLORIDA

James H. Slonina, P.E. 30197
Christopher B. Forehand, P.E. 58028
J. Doug Crook, P.E. 66556
Watt Z. Lewis, P.E. 64236
William B. Thompson, P.E. 95046



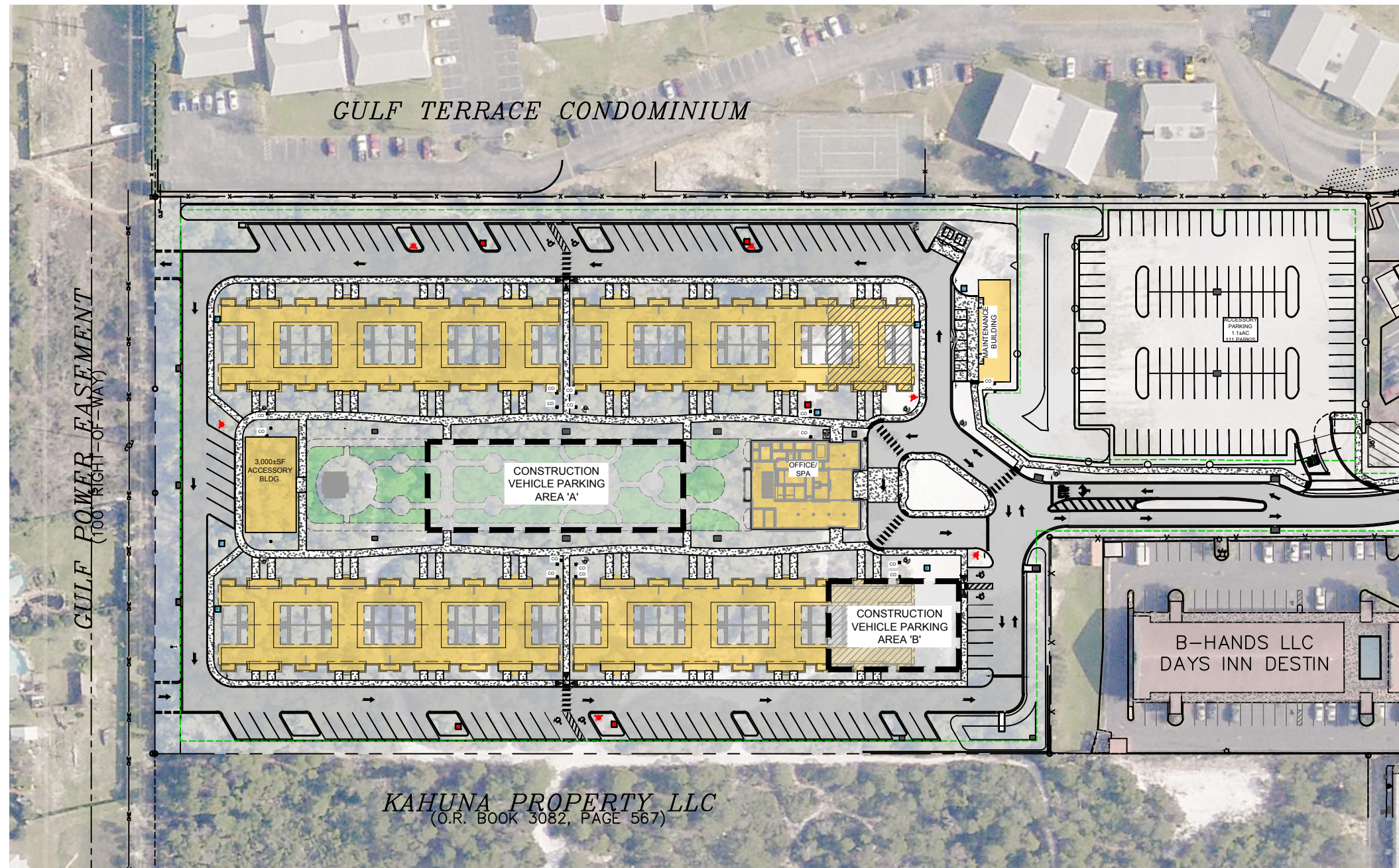
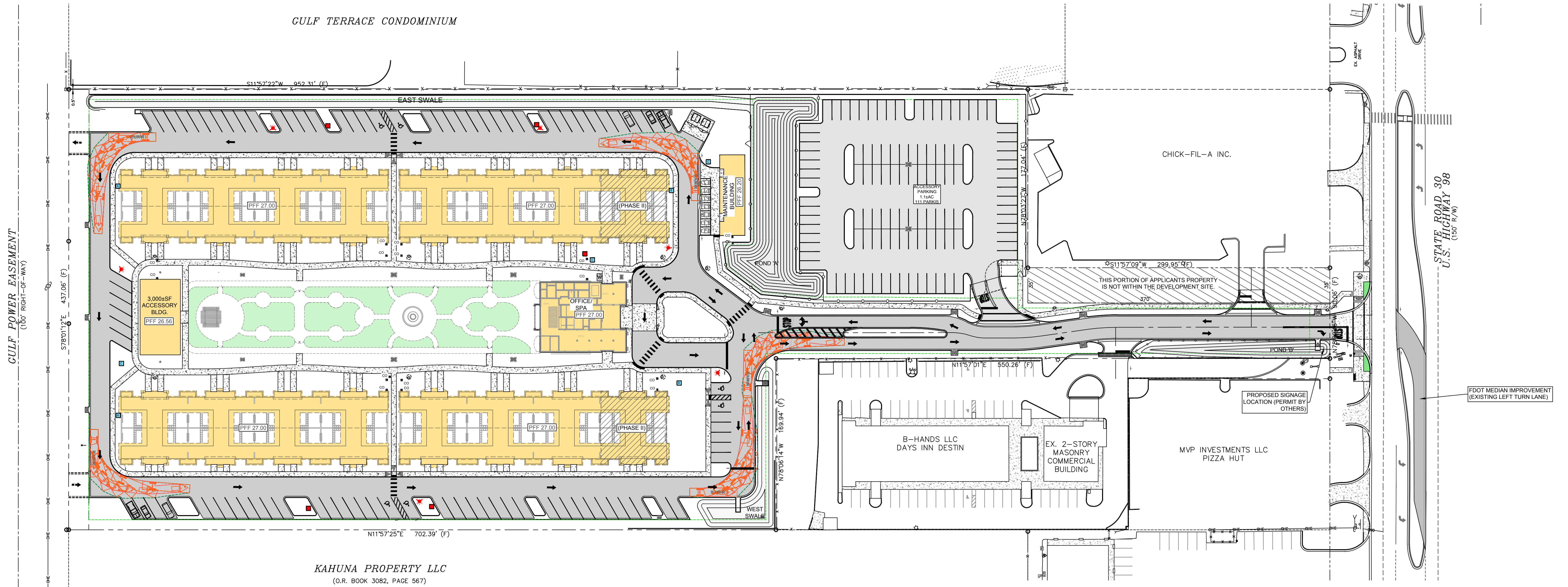
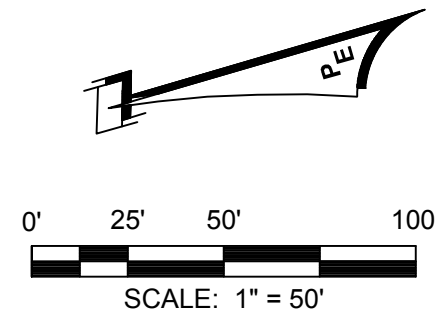
DPR CERTIFICATION #EB-7806

SHEET NUMBER

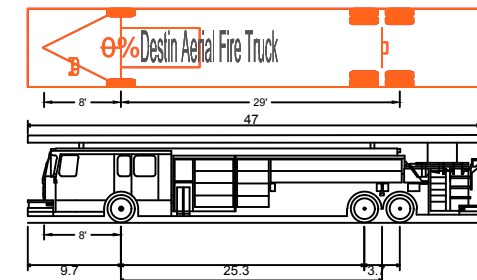
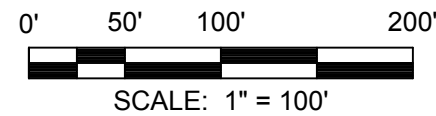
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PROJECT NUMBER

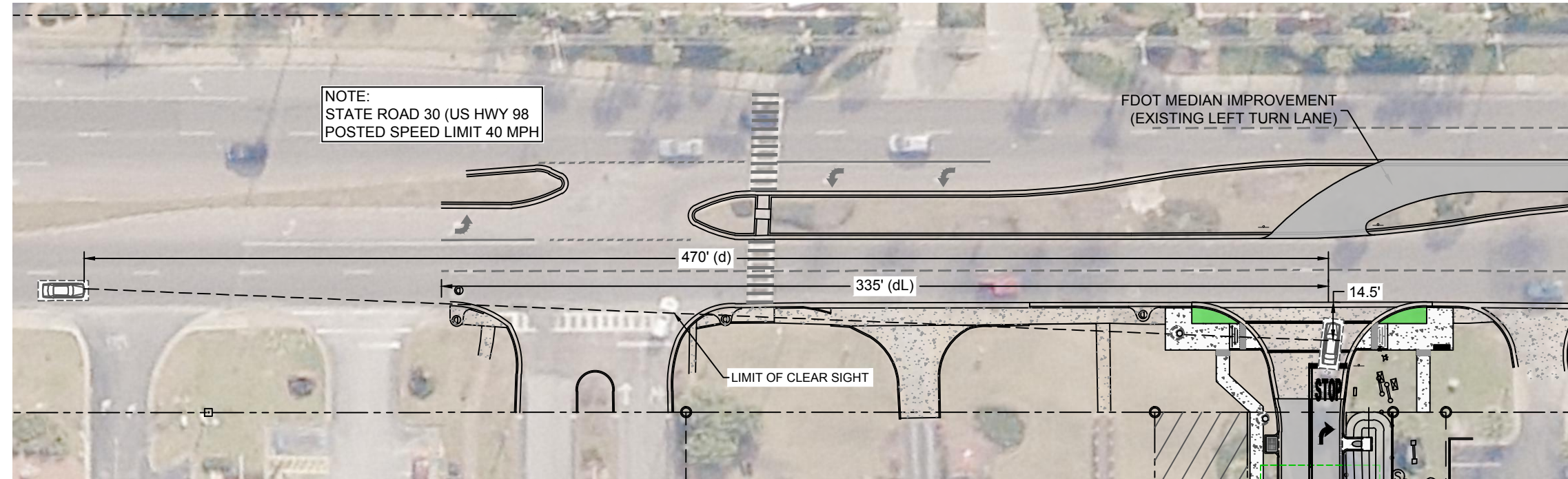
133802B



CONSTRUCTION VEHICLE PARKING MITIGATION PLAN



Destin Aerial Fire Truck
Overall Length 47.00ft
Overall Width 8.18ft
Overall Body Height 7.50ft
Min Body Ground Clearance 0.75ft
Track Width 8.18ft
Lock-to-lock time 5.08s
Max Wheel Angle 45.00°



SIGHT DISTANCE EXHIBIT



FOOT MEDIAN IMPROVEMENT
NOT TO SCALE

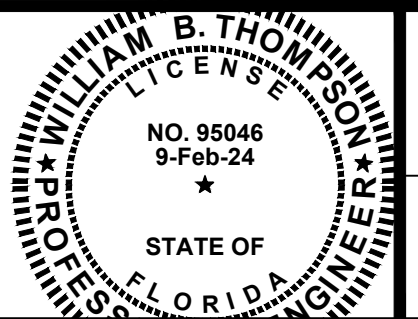
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3	30 JAN 23	REF/WBT	REVISED PER FIRE MARSHAL COMMENTS
2	03 DEC 23	REF/WBT	REVISED PER DESTIN RAI No1
1	21 OCT 22	REF/NLL	REVISED PER DESTIN CR No1
NOT RELEASED FOR CONSTRUCTION BY: DATE:			

SCALE: AS NOTED
DESIGNED BY: JHS
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REVIEWED BY: WBT
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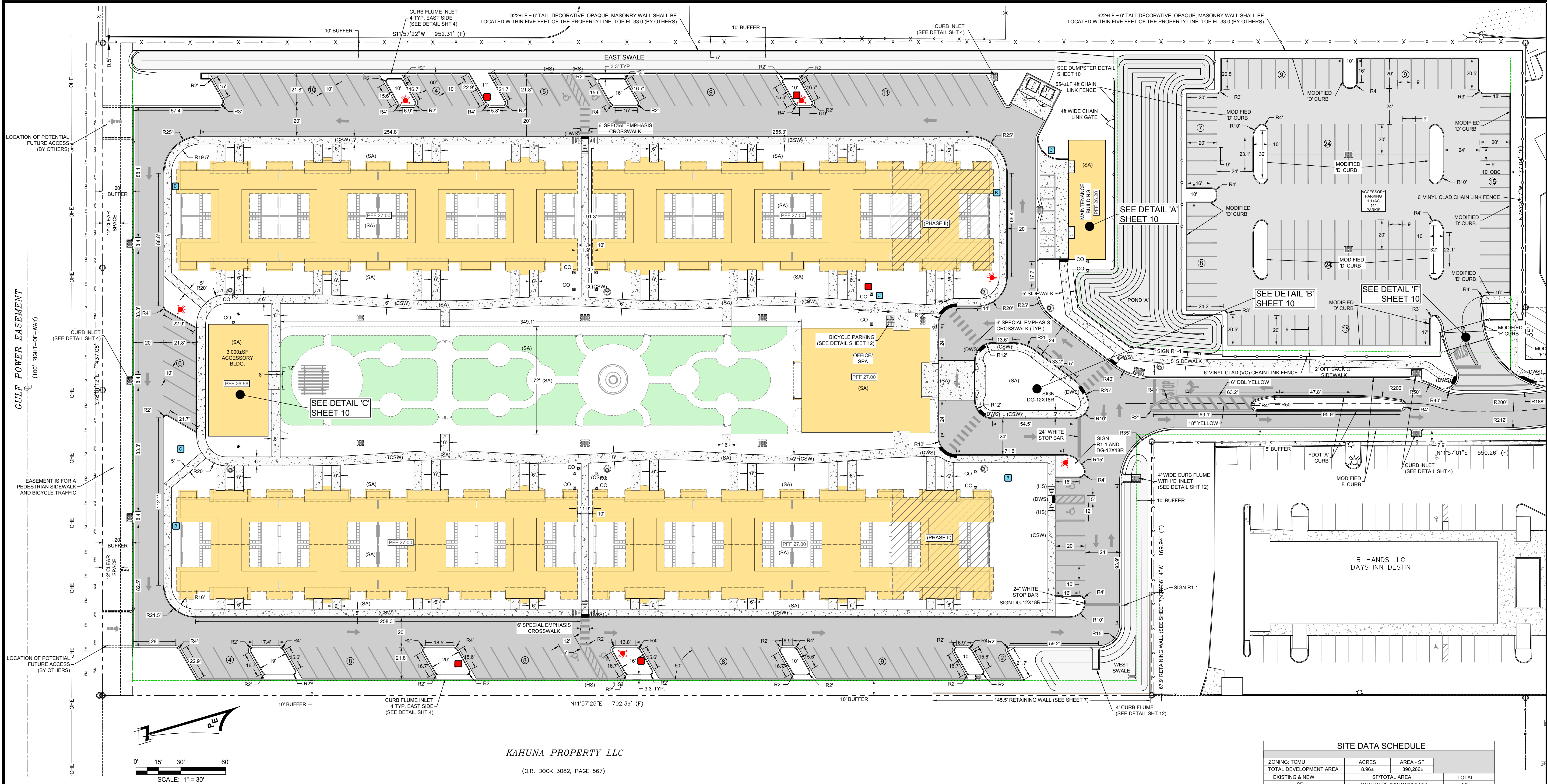
OVERALL SITE PLAN
DESTIN VILLAS
HOTEL
DESTIN, FLORIDA

James H. Slorina, P.E. 30197
Christopher B. Forehand, P.E. 58028
J. Doug Crook, P.E. 66556
Watt Z. Lewis, P.E. 64236
William B. Thompson, P.E. 95046



SHEET NUMBER
2
PROJECT NUMBER
133802B

DPR CERTIFICATION #EB-7806



KAHUNA PROPERTY LLC

(O.R. BOOK 3082, PAGE 567)

SYMBOL LEGEND

- (DWS) DENOTES DETECTABLE WARNING SURFACES (DWS). NOTE DWS SHALL BE YELLOW. (SEE FDOT STD. PLANS INDEX 522-002)
- (SA) SEE ARCHITECT PLANS
- (CSW) CONCRETE SIDEWALK (SEE DETAIL SHEET 12)
- (LS) LANDSCAPE AREAS (SEE LANDSCAPE PLANS)
- (PVA) ASPHALT PAVEMENT (SEE CONSTRUCTION DETAILS SHEET 12)
- (PVC) CONCRETE PAVEMENT (SEE CONSTRUCTION DETAILS SHEET 12)
- DRAINAGE STRUCTURES (SEE GRADING & DRAINAGE PLAN SHEET 6)
- ♿ HANDICAP PARKING (SEE DETAIL SHEET 11)
- (HS) INSTALL HANDICAP PARKING SIGN (SEE DETAIL SHEET 11)
- ▤ HANDICAP RAMP (SEE DETAIL SHEET 12)

SITE NOTES:

- 1) ABOVE GROUND STRUCTURES, ETC., ARE SHOWN ON THIS SHEET.
- 2) ALL TRAFFIC STRIPING TO BE THERMOPLASTIC PER STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SEC. 711. (WAIT MINIMUM OF 30 DAYS AFTER ASPHALT CONCRETE PLACEMENT TO PLACE PERMANENT THERMOPLASTIC MARKING; TEMPORARY STRIPING TO BE PAINTED STOP BAR ONLY.)
- 3) ALL DISTURB AREA GRASSED, HYDROSEED @ 4:1 & FLATTER SOD @ 4:1 STEEPER THAN 4:1 ALL SOD TO BE STAGGERED & PINNED.
- 4) PLACE DOUBLE 16" OR SINGLE ROLL 30" STRIP OF SOD AT EDGE OF DRIVE.
- 5) NO LANE CLOSURES BETWEEN THE HOURS OF 6am TO 9am AND 3pm TO 6pm.
- 6) CONTRACTOR TO FIELD VERIFY ALL UTILITIES ABOVE OR BELOW GROUND AND NOTIFY ALL UTILITY COMPANIES 2 DAYS PRIOR TO CONSTRUCTION.
- 7) FOR MAINTENANCE OF TRAFFIC CONTROL THROUGH WORK ZONES REFER TO FDOT INDEX 612 & 613 AS APPLICABLE.
- 8) ALL DEMOLISHED MATERIALS (I.E. SIGNS, CONCRETE, ASPHALT, ETC.,) TO BE REMOVED AND DISPOSED OF IN LEGAL MANNER.
- 9) TESTING REQUIREMENTS SHALL BE IN ACCORDANCE WITH CITY, COUNTY OR FDOT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND SCHEDULE ALL TESTS.
- 10) LOW VOLUME TRAFFIC INTERSECTION SIGHT DISTANCE, MARKING AND SIGNAGE PER FDOT INDEX 546.
- 11) ALL SIGN TO BE INSTALLED PER FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND TO BE MOUNTED TO GALVANIZED PIPE (SEE DETAILS SHEET 11).

SITE DATA SCHEDULE

ZONING: TCMU	ACRES	AREA - SF
TOTAL DEVELOPMENT AREA	8.96±	390,266±
EXISTING & NEW		
ISR	SF/TOTAL AREA	TOTAL
FAR	IMP SPACE 192,312/390,266	49%
OSR	FLOOR AREA 85,735/390,266	22%
SCS SOIL TYPES	OPEN SPACE 197,954/390,266	51%
SEE GEOTECHNICAL SOIL BORING & TEST REPORT		

NOTE: SITE IN TOWN CENTER CRA

BUFFER:
10' FT. BUFFER ALONG WEST SIDE, 20' FT. ALONG NORTH SIDE, 10' ALONG EAST SIDE & 10' ALONG HWY 98

BUILDING SETBACKS:
FRONT NA, SIDE 0', REAR 0'

FLOOR AREA RATIO:
40%

MIN. OPEN SPACE:
30%

MAX UNITS PER ACRE:
40

IMPERVIOUS SURFACE RATIO:
75%

MAX. BUILDING HEIGHT:
35 / 3 STORIES / G

64 HOTEL UNITS

PARKING STALL REQUIREMENT:
STANDARD STALL 9'min.X20'min
HC STALL 12'min.X20'min, W/5' ISLE
HC VAN STALL 12'min.X20'min, W/8' ISLE (90' PARKS)

PARKING SUMMARY:
HOTEL 1 PER UNIT + 0.5 PER ADDITIONAL SLEEPING ROOM IN UNIT + PER 20 UNITS FOR EMPLOYEE PARKING (64 ROOMS 67 REQ.)

67 PARKS REQUIRED ~ 95 PARKS PROVIDED

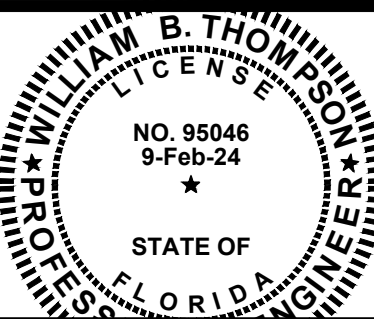
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4	19 OCT 23	REF/JWT	REVISED PER CLIENT
3	04 AUG 23	REF/JHS	REVISED PER DESTIN RAI No4
2	03 JAN 23	REF/JWT	REVISED PER RAI No1
NOT RELEASED FOR CONSTRUCTION BY: DATE:			

SCALE: AS NOTED
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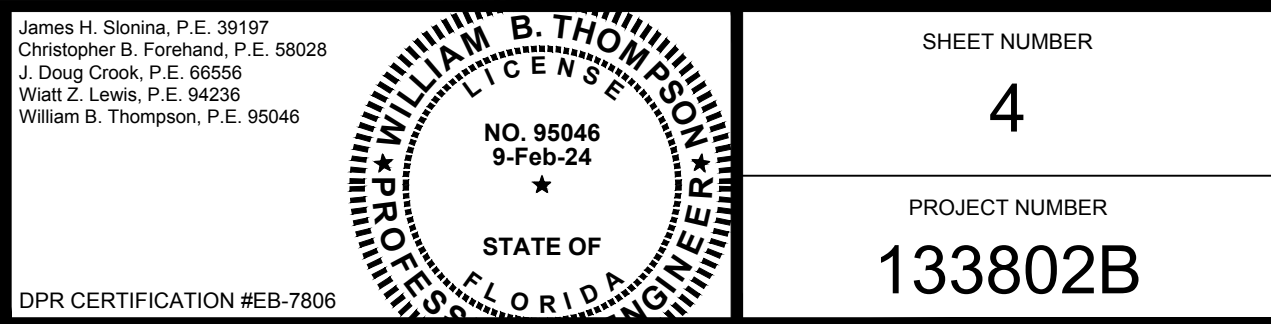
**SITE PLAN NORTH
DESTIN VILLAS
HOTEL
DESTIN, FLORIDA**

James H. Slonina, P.E. 30197
Christopher B. Fontana, P.E. 58028
J. Doug Crook, P.E. 66556
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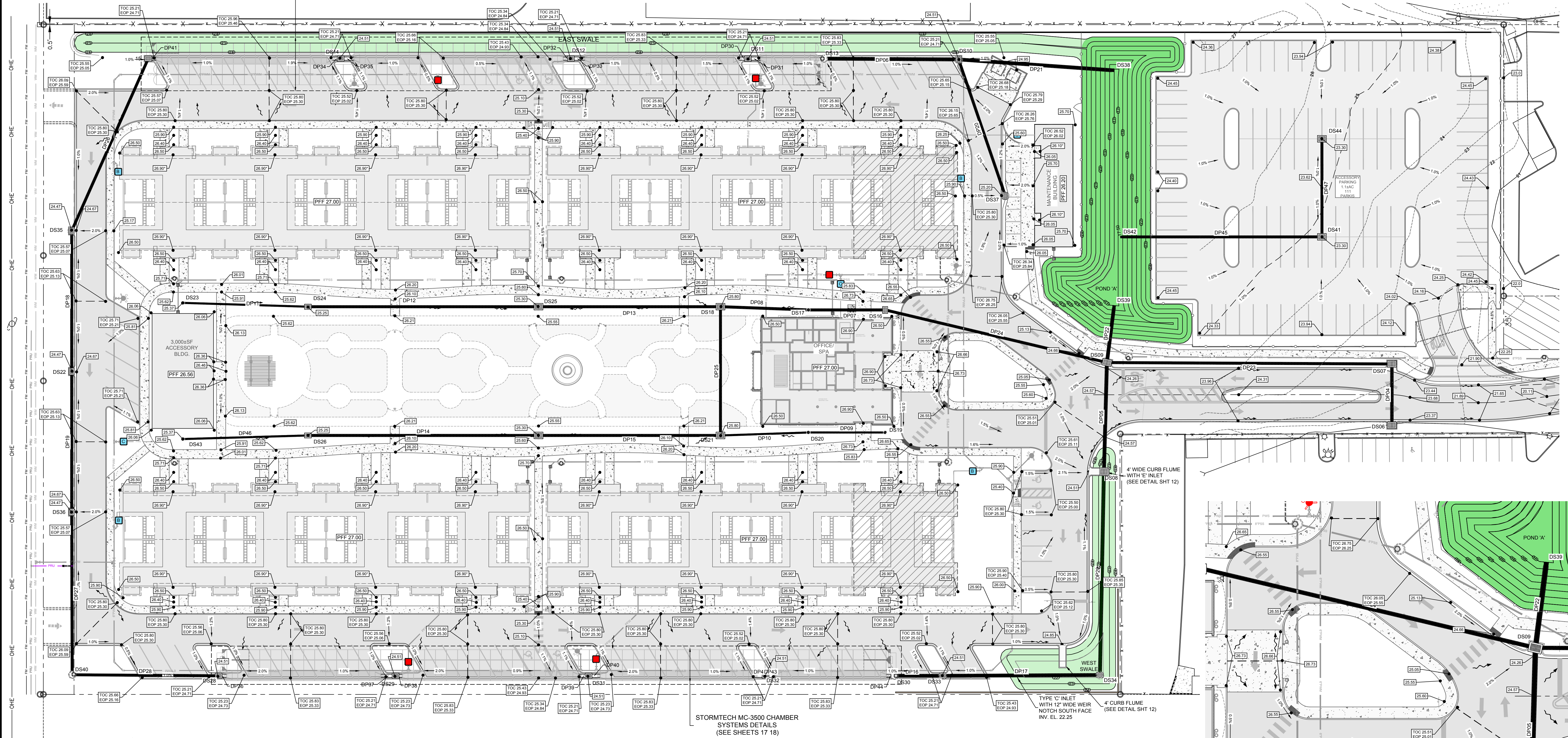


SHEET NUMBER
3
PROJECT NUMBER
133802B

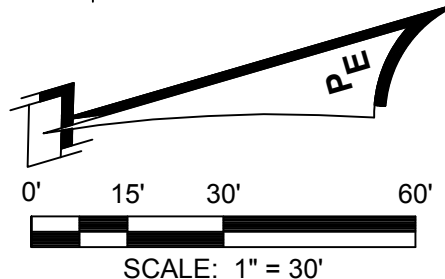
DPR CERTIFICATION #EB-7806



STORMTECH MC-3500 CHAMBER
SYSTEMS DETAILS
(SEE SHEETS 17 18)



STORMTECH MC-3500 CHAMBER
SYSTEMS DETAILS
(SEE SHEETS 17 18)

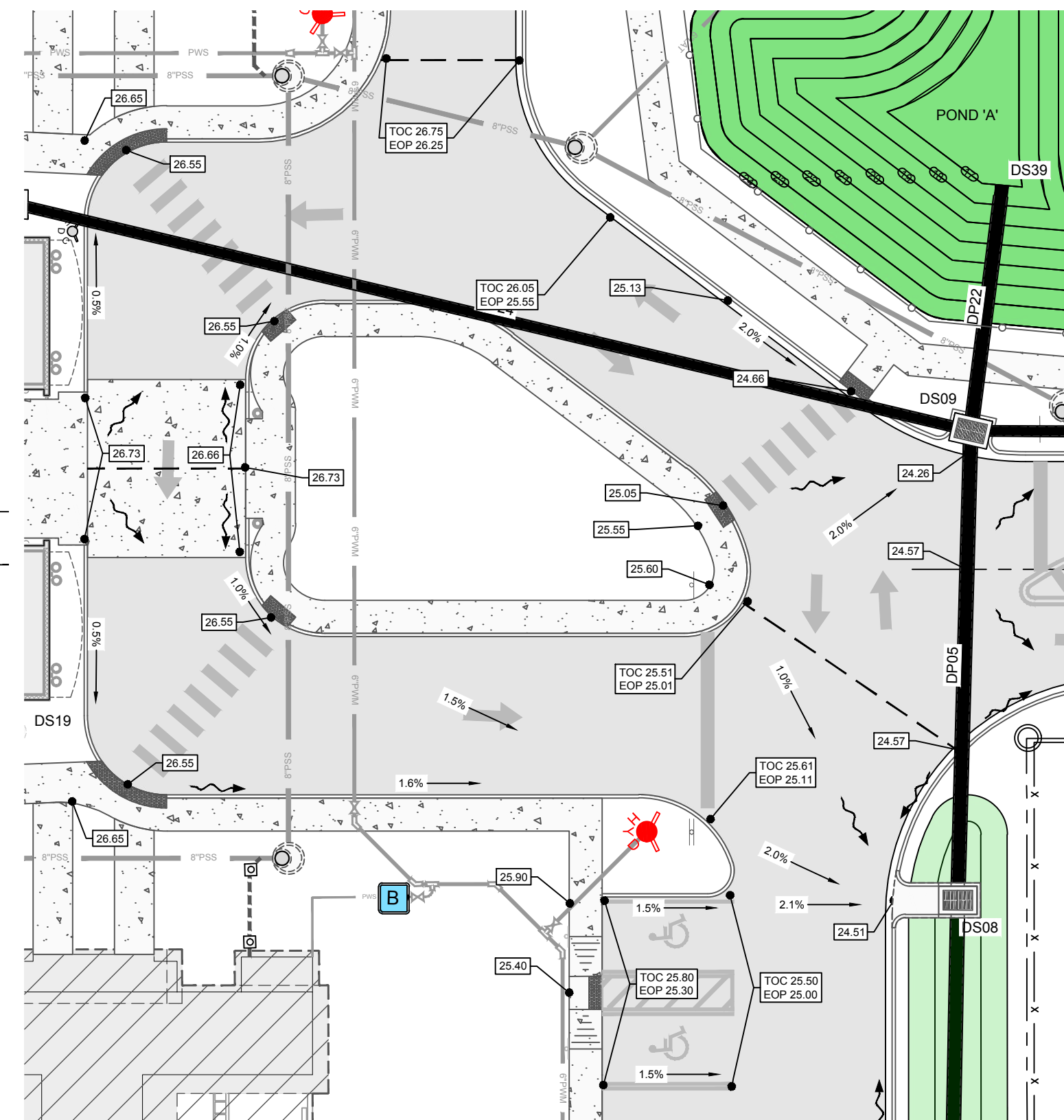


SYMBOL LEGEND

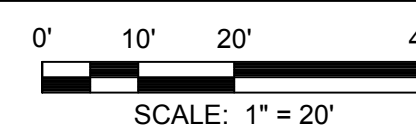
- E'PWS DENOTES PROPOSED WATER SERVICE
- P'PSS DENOTES PROPOSED SEWER LATERAL
- P'PSS DENOTES PROPOSED STORMWATER PIPE
- DRAINAGE STRUCTURES
- 23 DENOTES EXISTING CONTOURS
- 25 DENOTES EXISTING CONTOURS
- 24.70 DENOTES PROPOSED FINISHED GRADE
- 12.50 DENOTES EXISTING GRADE SHOT
- W DENOTES STORMWATER SURFACE FLOW
- HANDICAP RAMP (SEE DETAIL SHEET 12)

GRADING NOTES:

1. ABOVE & BELOW GROUND STRUCTURES, ETC., ARE SHOWN ON THIS SHEET.
2. ALL DISTURB AREA GRASSED, HYDROSEED @ 4:1 & FLATTER SOD @ STEEPER THAN 4:1 ALL SOD TO BE STAGGERED & PINNED.
3. CONTRACTOR TO FIELD VERIFY ALL UTILITIES ABOVE OR BELOW GROUND AND NOTIFY ALL UTILITY COMPANIES 2 DAYS PRIOR TO CONSTRUCTION.
4. ALL DEMOLISHED MATERIALS (I.E. SIGNS, CONCRETE, ASPHALT, ETC...) TO BE REMOVED AND DISPOSED OF IN LEGAL MANNER.
5. FOR ASPHALT PAVEMENT CROSS SECTION SEE DETAILS ON SHEET 12.
6. ALL DESIGNATED HANDICAP PARKING NOT TO EXCEED 1:50 SLOPE.



OFFICE ENTRY GRADING PLAN



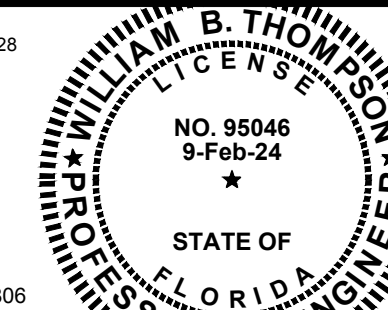
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3	02 FEB 24	REF/JHS	SDC UPDATED
2	19 OCT 23	REF/WBT	REVISED PER CLIENT
1	21 DEC 22	REF/WBT	REVISED PER DESTIN CR No1
NOT RELEASED FOR CONSTRUCTION BY: DATE:			

SCALE: AS NOTED	
DESIGNED BY:	JHS
DRAWN BY:	REF
REVIEWED BY:	WBT
ISSUE DATE:	APRIL 2022
ACAD FILE NAME:	133802B E1.dwg

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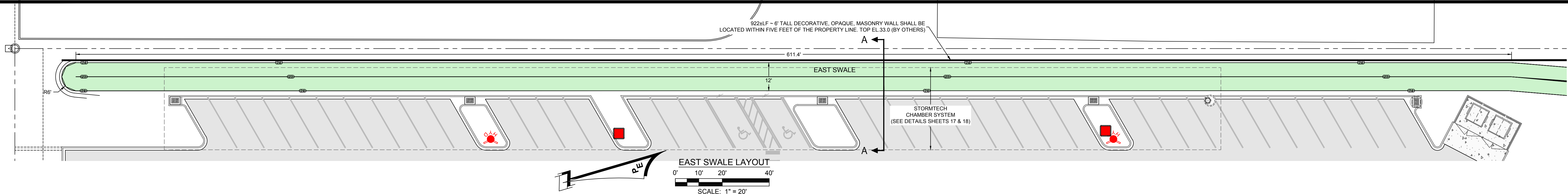
GRADING LAYOUT PLAN NORTH
DESTIN VILLAS
HOTEL
DESTIN, FLORIDA

James H. Slonina, P.E. 30197
Christopher B. Fontana, P.E. 58028
J. Doug Crook, P.E. 66556
Watt Z. Lewis, P.E. 64236
William B. Thompson, P.E. 95046



SHEET NUMBER
5
PROJECT NUMBER
133802B

FOR SCALE VERIFICATION AFTER DUPLICATION, THIS LINE SHOULD BE 1" LONG



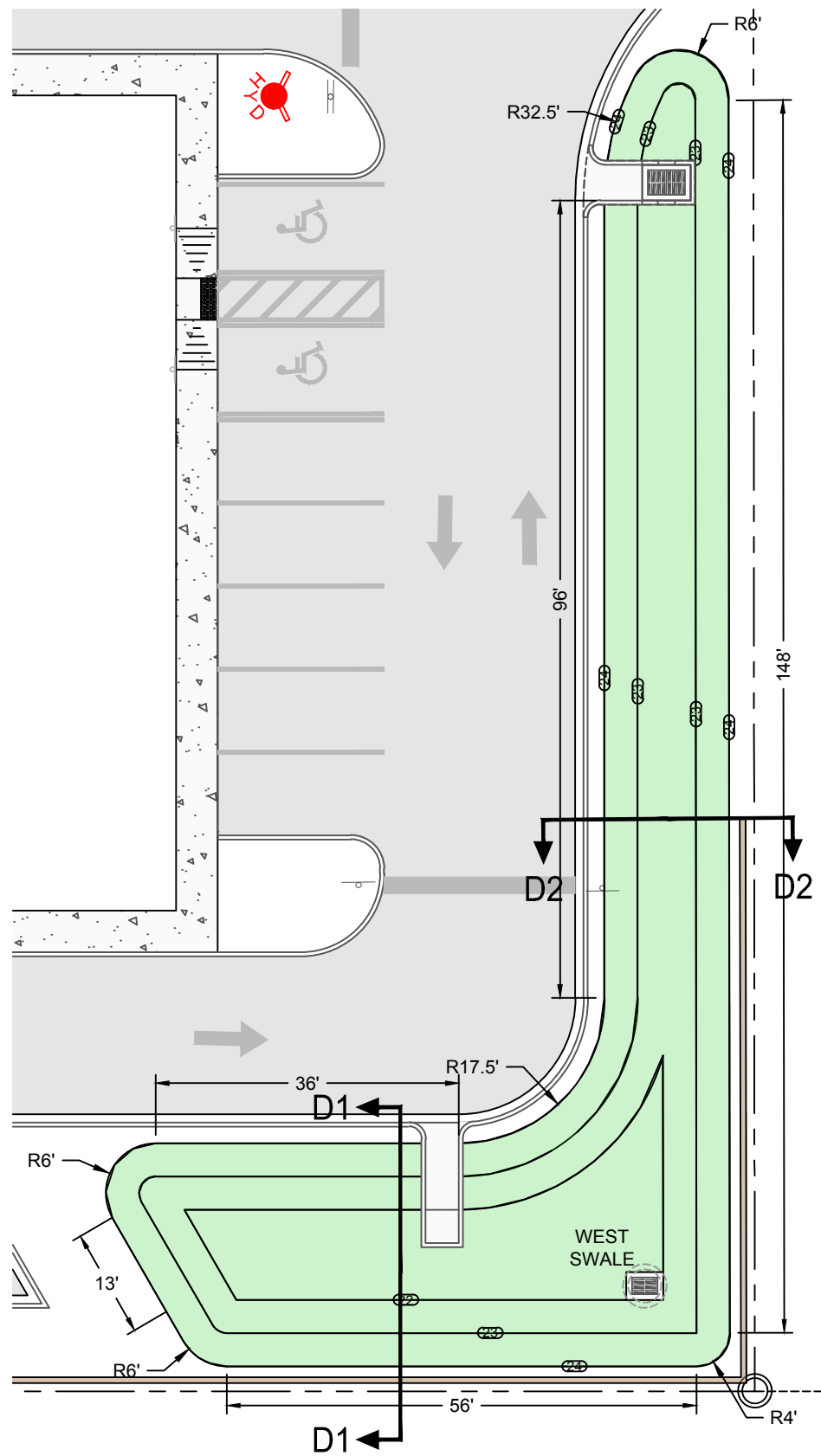
DRAINAGE STRUCTURE TABLE				DRAINAGE STRUCTURE TABLE			
NO.	STRUCTURE TYPE	TOP ELEV	PIPE INVERTS	NO.	STRUCTURE TYPE	TOP ELEV	PIPE INVERTS
DS01	FY 2020-21 Std Plans Index 425-052 Type E	13.95'	(W) 10.87' (DP01)	DS23	18"x12" INLINE DRAIN W/CI DOME GRATE (SEE DETAIL SHEET 12)	25.37'	(S) 19.78' (DP11)
DS02	Curb Flume With Miter Pipe (See Sht 12)	12.30'	(E) 10.50' (DP01)	DS24	FY 2020-21 Std Plans Index 425-052 Type C	25.25'	(S) 19.37' (DP12)
DS03	FY 2020-21 Std Plans Index 425-052 Type E	18.48'	(W) 15.40' (DP02)				(N) 19.37' (DP11)
DS04	FY 2020-21 Std Plans Index 425-052 Type E	18.48'	(E) 15.24' (DP02)	DS25	FY 2020-21 Std Plans Index 425-052 Type E	25.30'	(N) 18.62' (DP12)
			(S) 15.24' (DP03)				(S) 18.62' (DP13)
DS05	OPEN END PIPE	12.80'	(N) 11.00' (DP03)	DS26	FY 2020-21 Std Plans Index 425-052 Type C	25.25'	(S) 19.37' (DP14)
DS06	FY 2020-21 Std Plans Index 425-052 Type E	23.42'	(E) 20.34' (DP04)				(N) 19.37' (DP46)
DS07	FY 2020-21 Std Plans Index 425-052 Type E	23.42'	(W) 20.14' (DP04)	DS27	FY 2020-21 Std Plans Index 425-052 Type E	25.30'	(N) 18.62' (DP14)
			(N) 20.14' (DP23)				(S) 18.62' (DP15)
DS08	FY 2020-21 Std Plans Index 425-052 Type E	22.90'	(E) 17.92' (DP05)	DS28	FY 2020-21 Std Plans Index 425-052 Type C	24.51'	(N) 19.18' (DP28)
			(W) 17.92' (DP29)				(S) 17.92' (DP36)
DS09	FY 2020-21 Std Plans Index 425-052 Type E	24.01'	(W) 17.56' (DP05)	DS29	FY 2020-21 Std Plans Index 425-052 Type C	24.51'	(N) 17.92' (DP37)
			(E) 17.25' (DP22)				(S) 17.92' (DP38)
			(S) 19.21' (DP23)	DS30	FY 2020-21 Std Plans Index 425-001 48" Dia Precast Eccentric Cone Manhole	24.96'	(S) 17.92' (DP16)
			(NE) 17.25' (DP24)				(N) 17.92' (DP44)
DS10	FY 2020-21 Std Plans Index 425-052 Type C with 48" Dia Round Bottom	24.51'	(S) 17.92' (DP21)	DS31	FY 2020-21 Std Plans Index 425-052 Type C	24.51'	(N) 17.92' (DP39)
			(N) 17.92' (DP06)				(S) 17.92' (DP40)
			(W) 19.00' (DP20)	DS32	FY 2020-21 Std Plans Index 425-052 Type C	24.51'	(N) 17.92' (DP42)
DS11	FY 2020-21 Std Plans Index 425-052 Type C	24.51'	(N) 17.92' (DP30)				(S) 17.92' (DP43)
			(S) 17.92' (DP31)	DS33	FY 2020-21 Std Plans Index 425-052 Type C with 48" Dia Round Bottom	24.51'	(N) 17.92' (DP16)
DS12	FY 2020-21 Std Plans Index 425-052 Type C	24.51'	(N) 17.92' (DP32)				(S) 17.92' (DP17)
			(S) 17.92' (DP33)	DS34	FY 2020-21 Std Plans Index 425-052 Type C with 48" Dia Round Bottom	22.25'	(N) 17.92' (DP17)
DS13	FY 2020-21 Std Plans Index 425-001 48" Dia Precast Eccentric Cone Manhole	25.13'	(S) 17.92' (DP06)				(E) 17.92' (DP29)
DS14	FY 2020-21 Std Plans Index 425-052 Type C	24.51'	(N) 17.92' (DP34)	DS35	FY 2020-21 Std Plans Index 425-052 Type C with 48" Dia Round Bottom	24.47'	(W) 20.19' (DP18)
			(S) 17.92' (DP35)				(SE) 20.19' (DP28)
DS15	FY 2020-21 Std Plans Index 425-052 Type C	24.51'	(NW) 19.00' (DP26)	DS36	FY 2020-21 Std Plans Index 425-052 Type C	24.47'	(E) 20.19' (DP19)
			(S) 17.92' (DP41)				(W) 20.19' (DP27)
DS16	Index No. 232 - Ditch Bottom Inlet - Type C	26.25'	(N) 17.49' (DP07)	DS37	FY 2020-21 Std Plans Index 425-052 Type C with 48" Dia Round Bottom	25.00'	(E) 21.92' (DP20)
			(SW) 17.49' (DP24)				
DS17	18"x12" INLINE DRAIN W/CI DOME GRATE (SEE DETAIL SHEET 12)	26.25'	(S) 17.74' (DP07)	DS38	OPEN END PIPE	20.10'	(N) 17.92' (DP21)
			(N) 17.74' (DP08)	DS39	OPEN END PIPE	19.43'	(W) 17.25' (DP22)
DS18	FY 2020-21 Std Plans Index 425-052 Type E	25.80'	(S) 18.03' (DP08)	DS40	FY 2020-21 Std Plans Index 425-001 48" Dia Precast Eccentric Cone Manhole	24.01'	(E) 19.66' (DP27)
			(N) 18.03' (DP13)				(S) 19.66' (DP28)
			(W) 18.03' (DP25)	DS41	FY 2020-21 Std Plans Index 425-052 Type E	23.30'	(N) 19.55' (DP45)
DS19	18"x12" INLINE DRAIN W/CI DOME GRATE (SEE DETAIL SHEET 12)	26.25'	(N) 20.66' (DP09)				(E) 19.55' (DP47)
DS20	18"x12" INLINE DRAIN W/CI DOME GRATE (SEE DETAIL SHEET 12)	26.25'	(S) 20.41' (DP09)	DS42	OPEN END PIPE	20.44'	(S) 18.89' (DP45)
			(N) 20.41' (DP10)	DS43	18"x12" INLINE DRAIN W/CI DOME GRATE (SEE DETAIL SHEET 12)	25.37'	(S) 19.78' (DP46)
DS21	FY 2020-21 Std Plans Index 425-052 Type E	25.80'	(S) 20.12' (DP10)	DS44	FY 2020-21 Std Plans Index 425-052 Type E	23.30'	(W) 19.87' (DP47)
			(N) 18.03' (DP15)				(E) 18.03' (DP25)
DS22	FY 2020-21 Std Plans Index 425-052 Type C	24.47'	(E) 20.65' (DP18)				(W) 20.65' (DP19)
			(W) 20.65' (DP19)				

NOTE:
FOR CROSS SECTIONS SEE SHEET 7

DRAINAGE STRUCTURE NOTES:

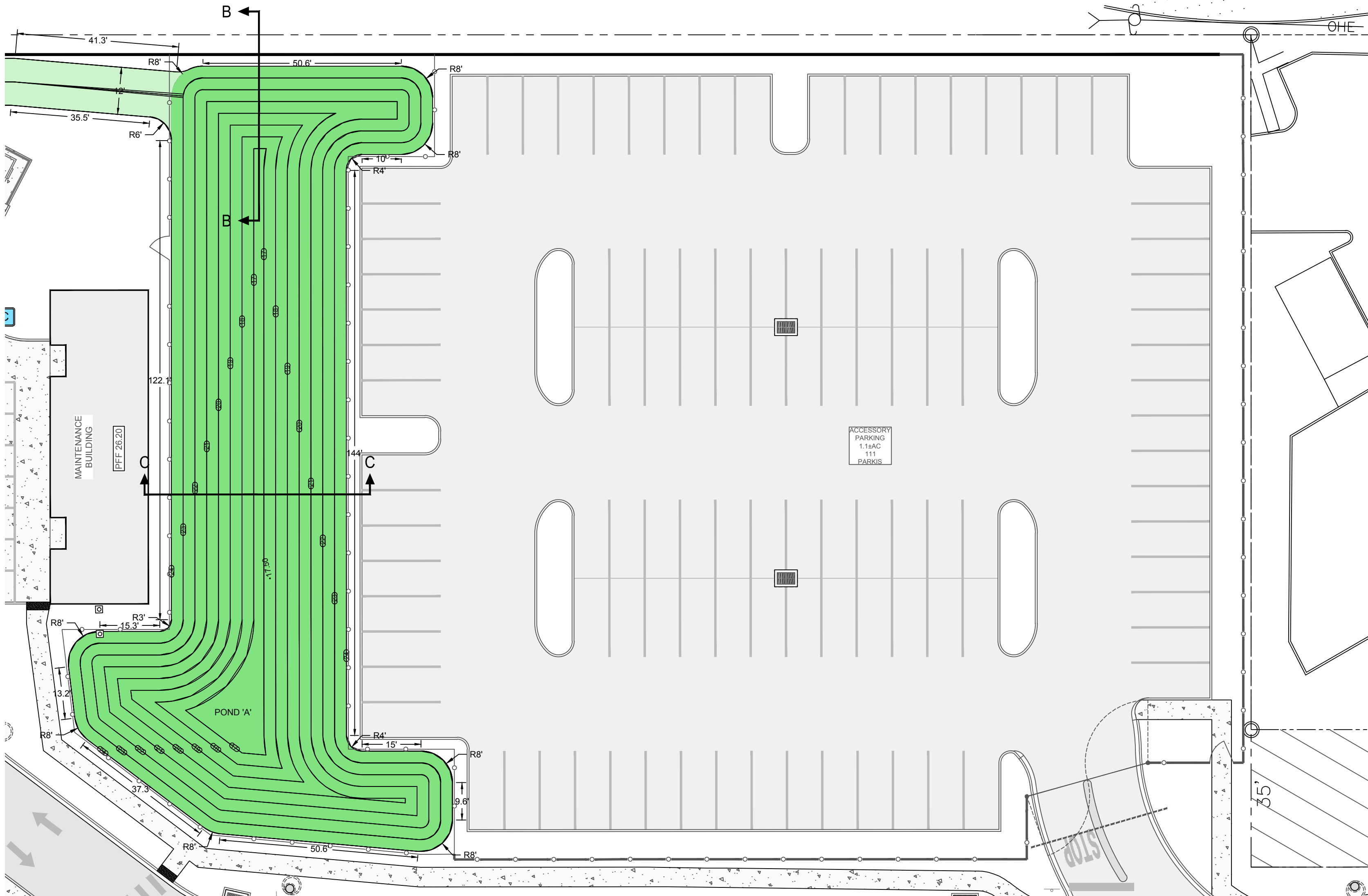
1. "C" INLETS PER FDOT INDEX 232 (SEE DETAILS SHEET 12)
2. ALL STORM STRUCTURES TO HAVE 1ft. SUMPS.
3. CONTRACTOR MAY UTILIZE ADS (N-12) (OR EQUAL) WHERE COVER EXCEEDS FDOT CRITERIA.

DRAINAGE PIPE TABLE				DRAINAGE PIPE TABLE				DRAINAGE PIPE TABLE			
NO.	SIZE/TYPE	LF	SLOPE	NO.	SIZE/TYPE	LF	SLOPE	NO.	SIZE/TYPE	LF	SLOPE
DP01	18" RCP	32'	1.14%	DS01 = 10.87'	DP17	24" ADS HP	103'	0.00%	DS33 = 17.92'	DP33	24" ADS HP
				DS02 = 10.50'					DS12 = 17.92'		
DP02	18" RCP	29'	0.54%	DS03 = 15.40'	DP18	18" ADS HP	92'	0.50%	DS34 = 17.92'		
				DS04 = 15.24'					= 17.92'		
DP03	18" RCP	81'	5.23%	DS05 = 11.00'	DP19	18" ADS HP	92'	0.50%	DS35 = 20.19'	DP34	24" ADS HP
				DS06 = 20.34'					DS22 = 20.65'		
DP04	18" RCP	40'	0.50%	DS07 = 20.14'	DP20	18" ADS HP	94'	3.10%	DS36 = 20.19'	DP35	24" ADS HP
				DS08 = 17.92'					DS22 = 20.65'		
DP05	24" ADS HP	71'	0.50%	DS09 = 17.56'	DP21	24" ADS HP	102'	0.00%	DS37 = 21.92'	DP36	24" ADS HP
				DS10 = 17.92'					DS29 = 17.92'		
DP06	24" ADS HP	88'	0.00%	DS13 = 17.92'	DP22	24" ADS HP	38'	0.00%	DS38 = 17.92'	DP37	24" ADS HP
									DS29 = 17.92'		
DP07	18" ADS HP	50'	0.50%	DS16 = 17.49'	DP23	18" ADS HP	186'	0.50%	DS39 = 17.25'	DP38	24" ADS HP
				DS17 = 17.74'					DS07 = 17.49'		
DP08	18" ADS HP	57'	0.50%	DS18 = 18.03'	DP24	18" ADS HP	149'	0.16%	DS09 = 19.21'	DP39	24" ADS HP
									DS09 = 19.21'		
DP09	12" ADS HP	50'	0.50%	DS19 = 20.66'	DP25	18" ADS HP	84'	0.00%	DS10 = 17.92'	DP40	24" ADS HP
				DS20 = 20.41'					DS30 = 17.25'		
DP10	12" ADS HP	57'	0.50%	DS21 = 20.12'	DP26	18" ADS HP	123'	0.97%	DS16 = 17.49'	DP41	24" ADS HP
									DS16 = 17.49'		
DP11	12" ADS HP	82'	0.50%	DS23 = 19.78'	DP27	18" ADS HP	106'	0.50%	DS18 = 18.03'	DP42	24" ADS HP
				DS24 = 19.37'					DS21 = 20.12'		
DP12	18" ADS HP	150'	0.50%	DS25 = 19.37'	DP28	18" ADS HP	95'	0.50%	DS33 = 17.92'	DP43	24" ADS HP
				DS26 = 18.62'					DS34 = 17.92'		
DP13	18" ADS HP	119'	0.50%	DS27 = 18.62'	DP29	24" ADS HP	133'	0.00%	DS35 = 20.19'	DP44	24" ADS HP
									DS35 = 20.19'		
DP14	18" ADS HP	150'	0.50%	DS28 = 19.37'	DP30	24" ADS HP	6'	0.00%	DS36 = 20.19'	DP45	18" ADS HP
				DS29 = 18.62'					DS36 = 20.19'		
DP15	18" ADS HP	119'	0.50%	DS31 = 18.03'	DP31	24" ADS HP	8'	0.00%	DS37 = 21.92'	DP46	12" ADS HP
				DS32 = 17.92'					DS37 = 21.92'		
DP16	24" ADS HP	32'	0.00%	DS33 = 17.92'	DP32	24" ADS HP	5'	0.00%	DS38 = 17.25'	DP47	18" ADS HP
									DS38 = 17.25'		



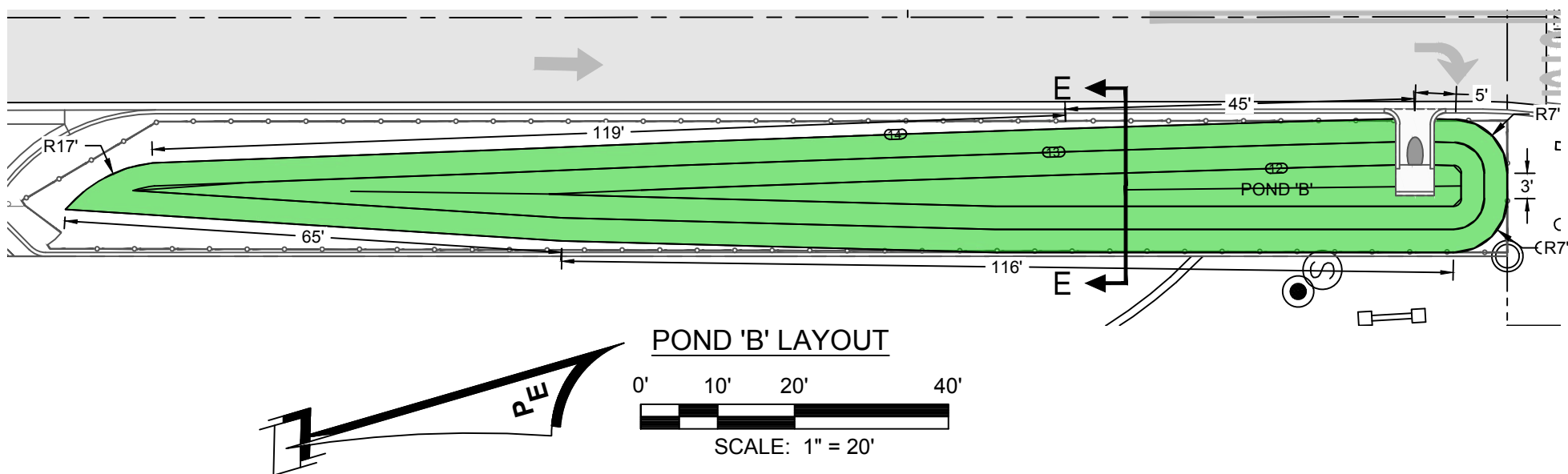
WEST SWALE LAYOUT

SCALE: 1" = 20'



POND 'A' LAYOUT

SCALE: 1" = 20'



POND 'B' LAYOUT

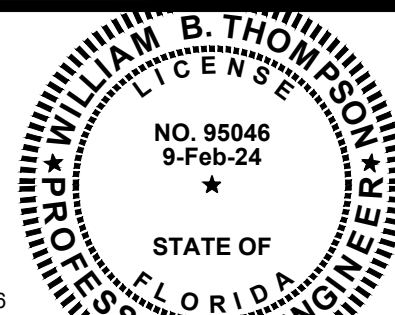
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2	19 OCT 23	REF/WBT	REVISED PER CLIENT	DRAWN BY: REF
1	21 DEC 22	REF/WBT	REVISED PER DESTIN CR No1	REVIEWED BY: WBT
NOT			RELEASED FOR CONSTRUCTION BY: DATE:	ISSUE DATE: APRIL 2022
				ACAD FILE NAME: 133802B E1.dwg

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STORM WATER MANAGEMENT NORTH & SOUTH
DESTIN VILLAS
HOTEL
DESTIN, FLORIDA

James H. Slonina, P.E. 30197
Christopher B. Fordham, P.E. 58028
J. Doug Crook, P.E. 66556
Watt Z. Lewis, P.E. 94236
William B. Thompson, P.E. 95046



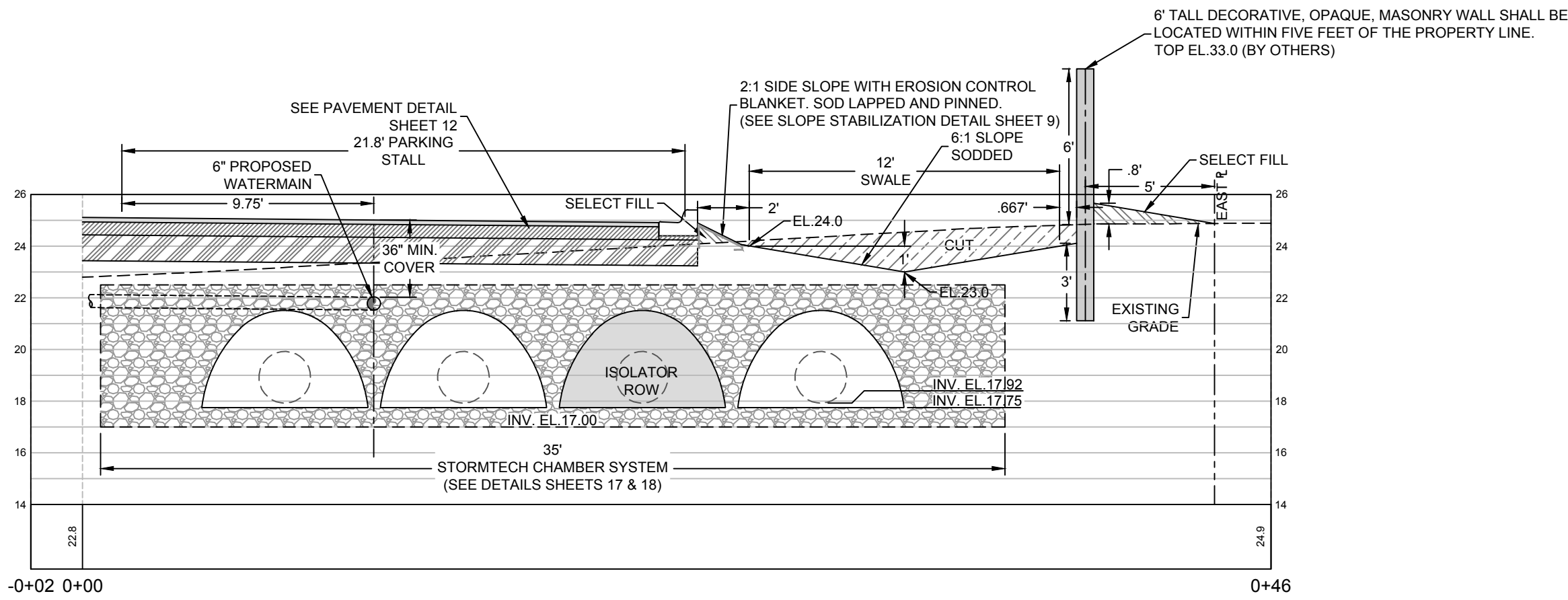
SHEET NUMBER
6
PROJECT NUMBER
133802B

DPR CERTIFICATION #EB-7806

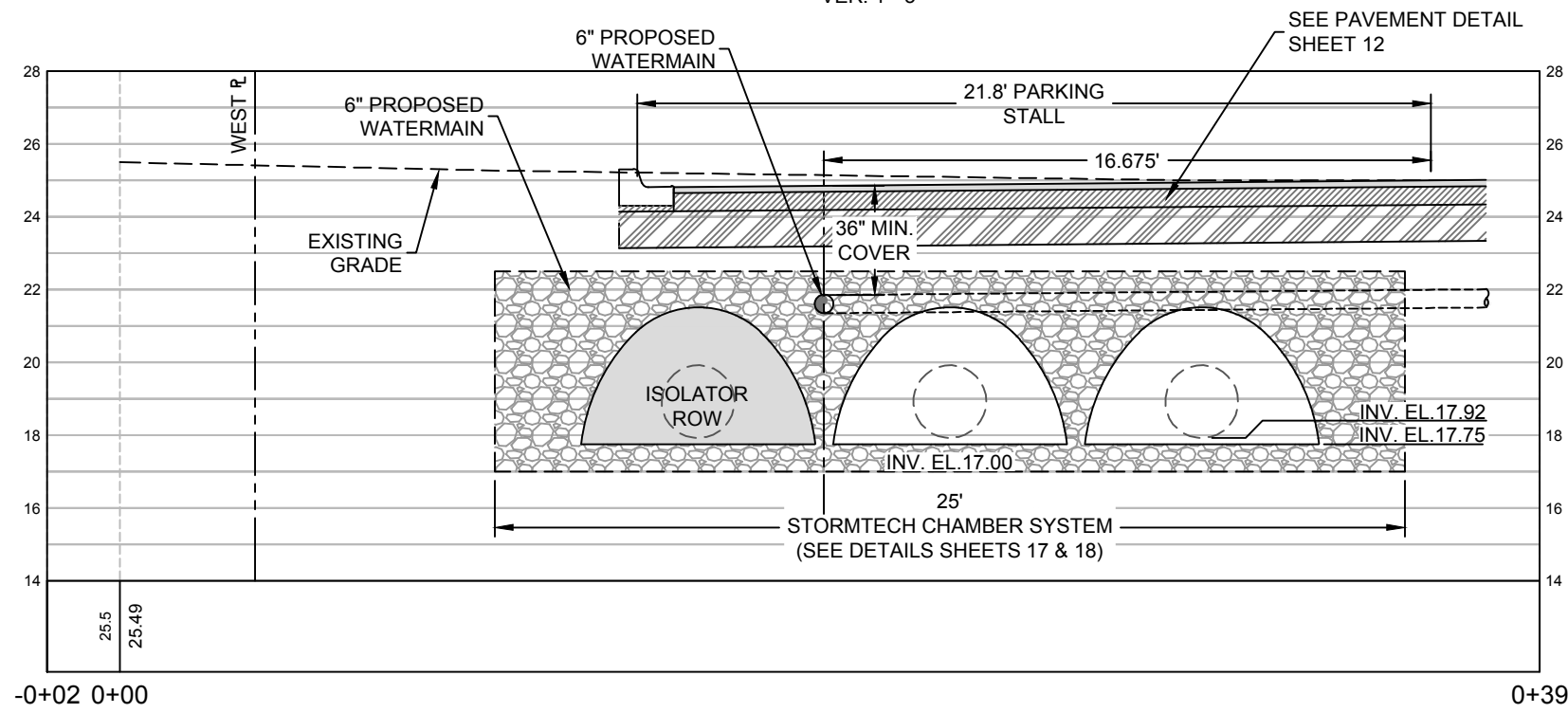
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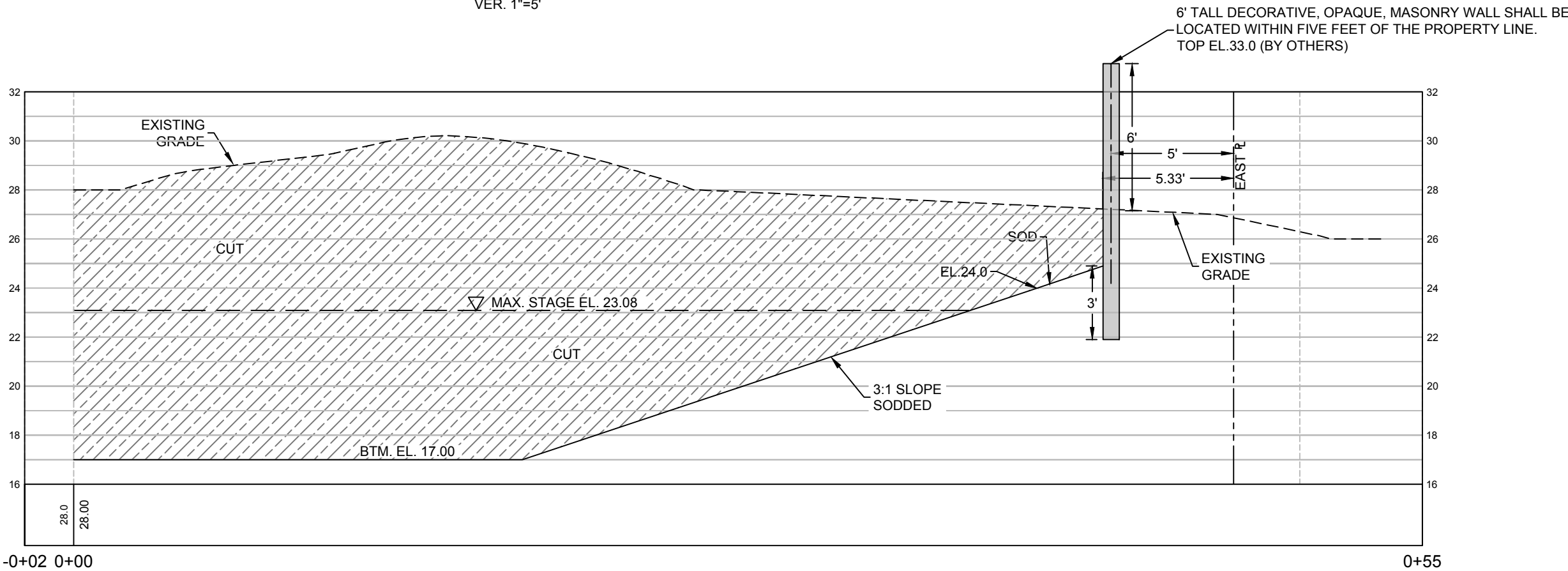
133802B DESTIN VILLAS HOTEL STORM WATER MANAGEMENT NORTH & SOUTH Sheet 6



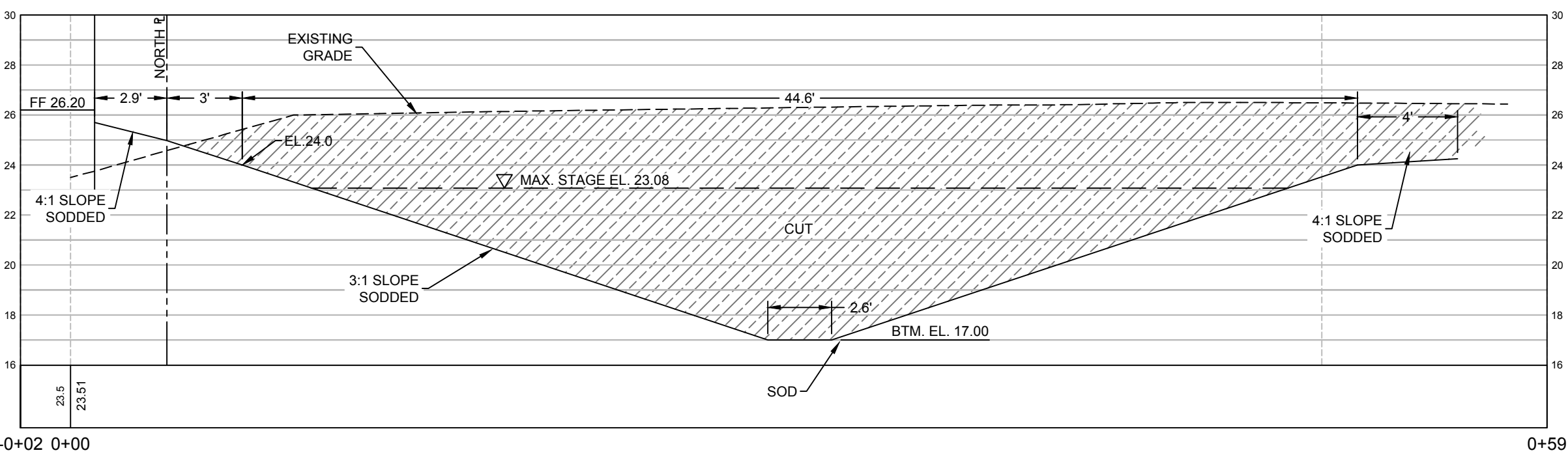
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VER. 1"=5'



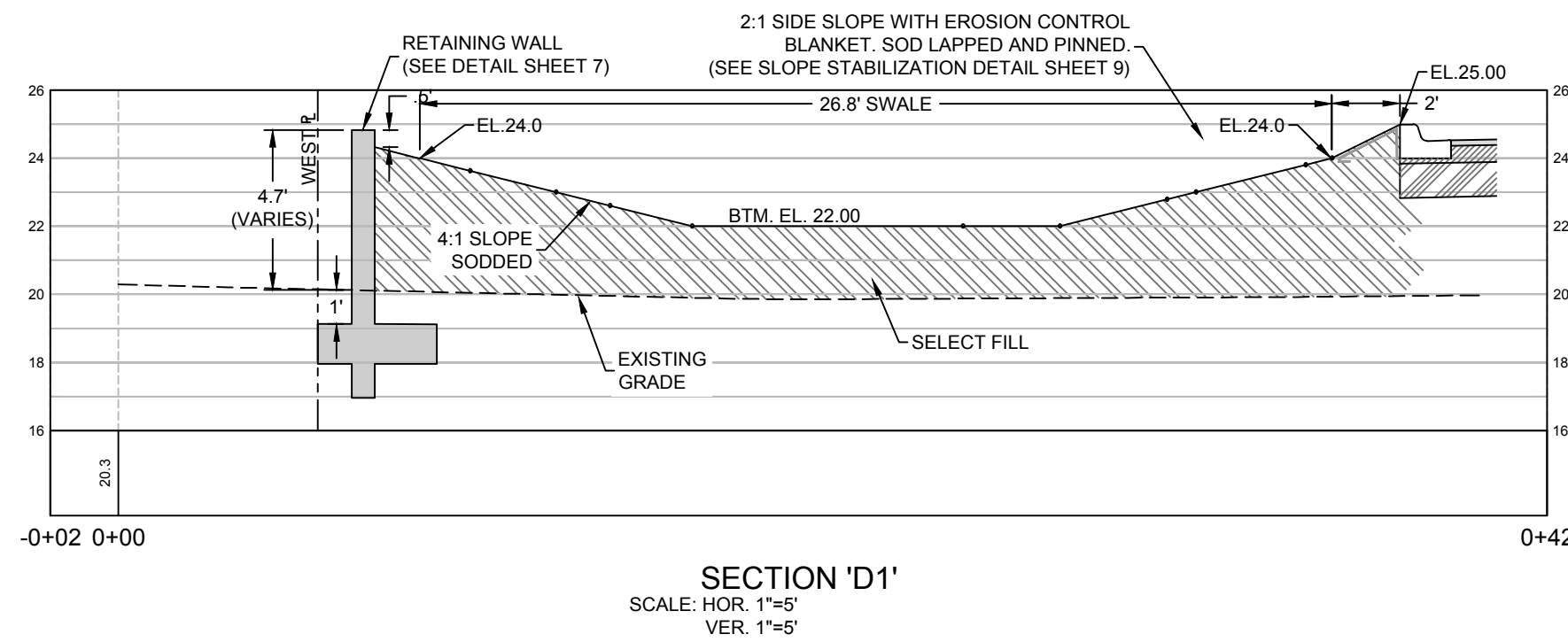
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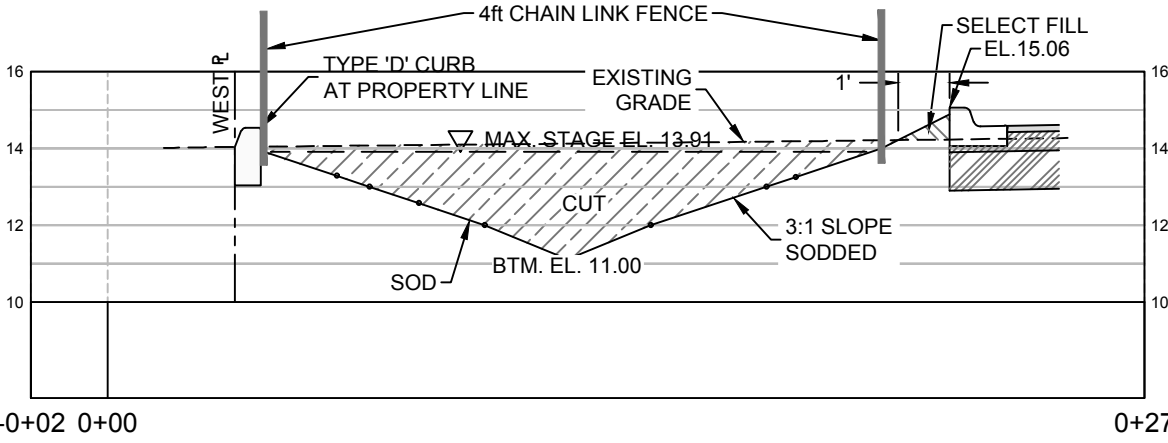
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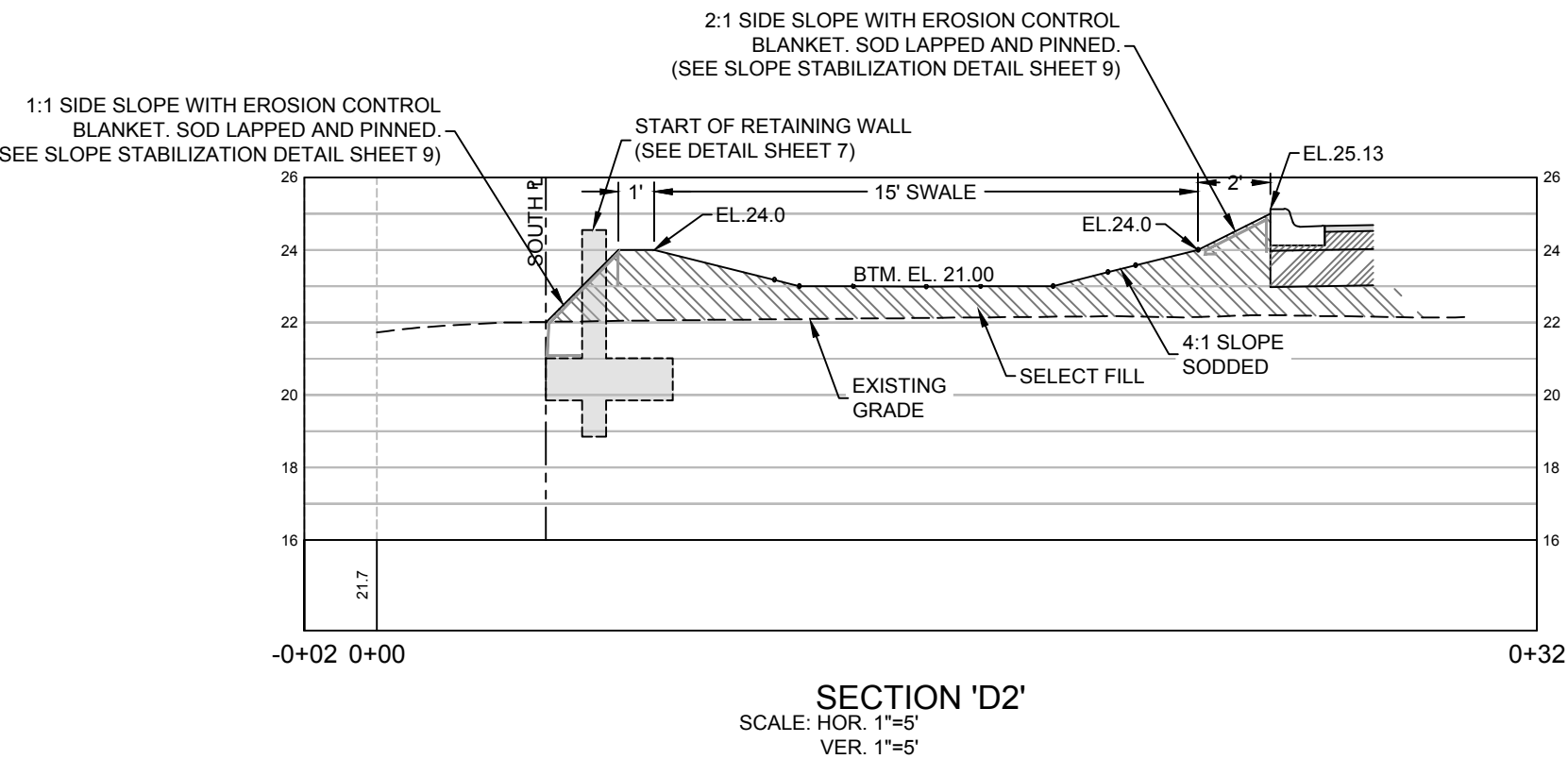
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SECTION 'D1'
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VER. 1"=5'



SECTION 'E'
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VER. 1"=5'



SECTION 'D2'
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VER. 1"=5'

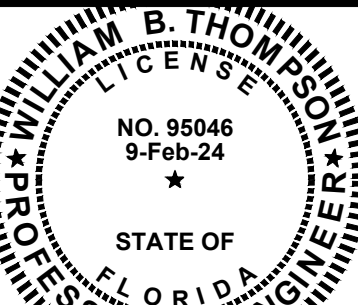
REV	DATE	BY	REVISIONS
1	21 DEC 22	REF/JWT	REVISED PER DESTIN CR No1
NOT RELEASED FOR CONSTRUCTION BY: DATE:			

SCALE: AS NOTED
DESIGNED BY: JHS
DRAWN BY: REF
REVIEWED BY: WBT
ISSUE DATE: APRIL 2022
ACAD FILE NAME: 133802B E1.dwg

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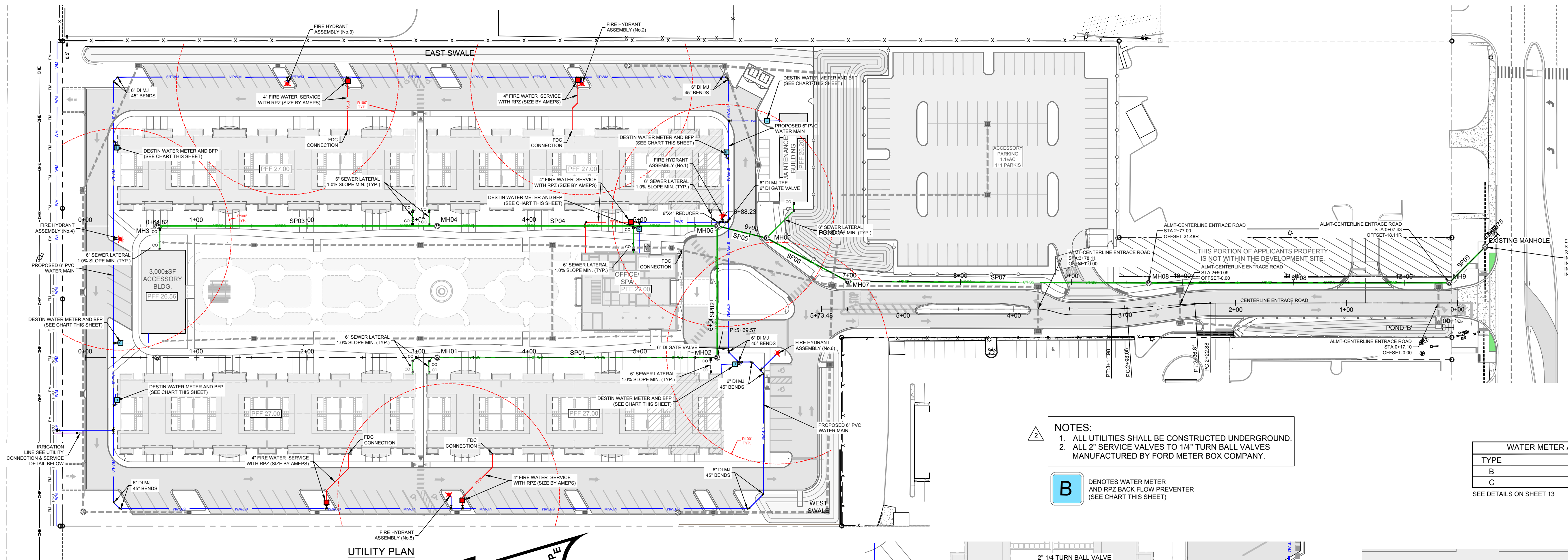
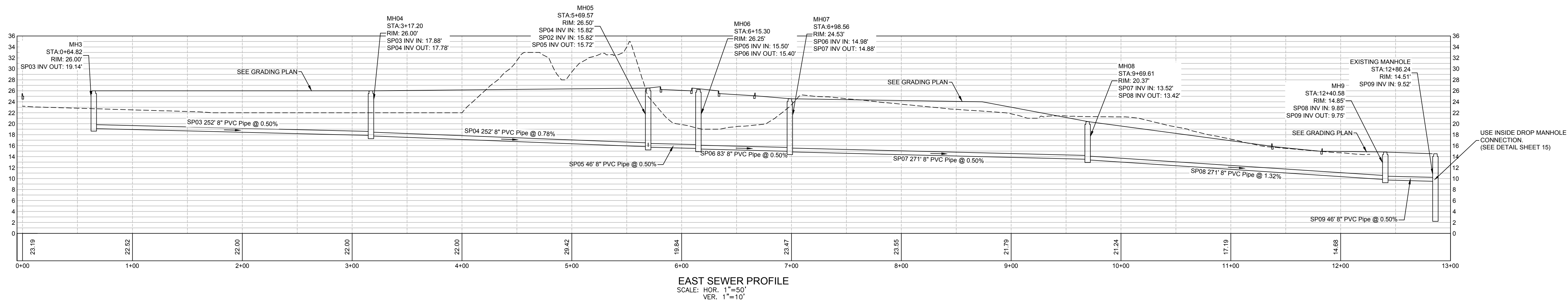
STORM WATER MANAGEMENT DETAILS
DESTIN VILLAS
HOTEL
DESTIN, FLORIDA

James H. Slonina, P.E. 30197
Christopher B. Forehand, P.E. 58028
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Watt Z. Lewis, P.E. 64236
William B. Thompson, P.E. 95046



SHEET NUMBER	7
PROJECT NUMBER	133802B

DPR CERTIFICATION #EB-7806

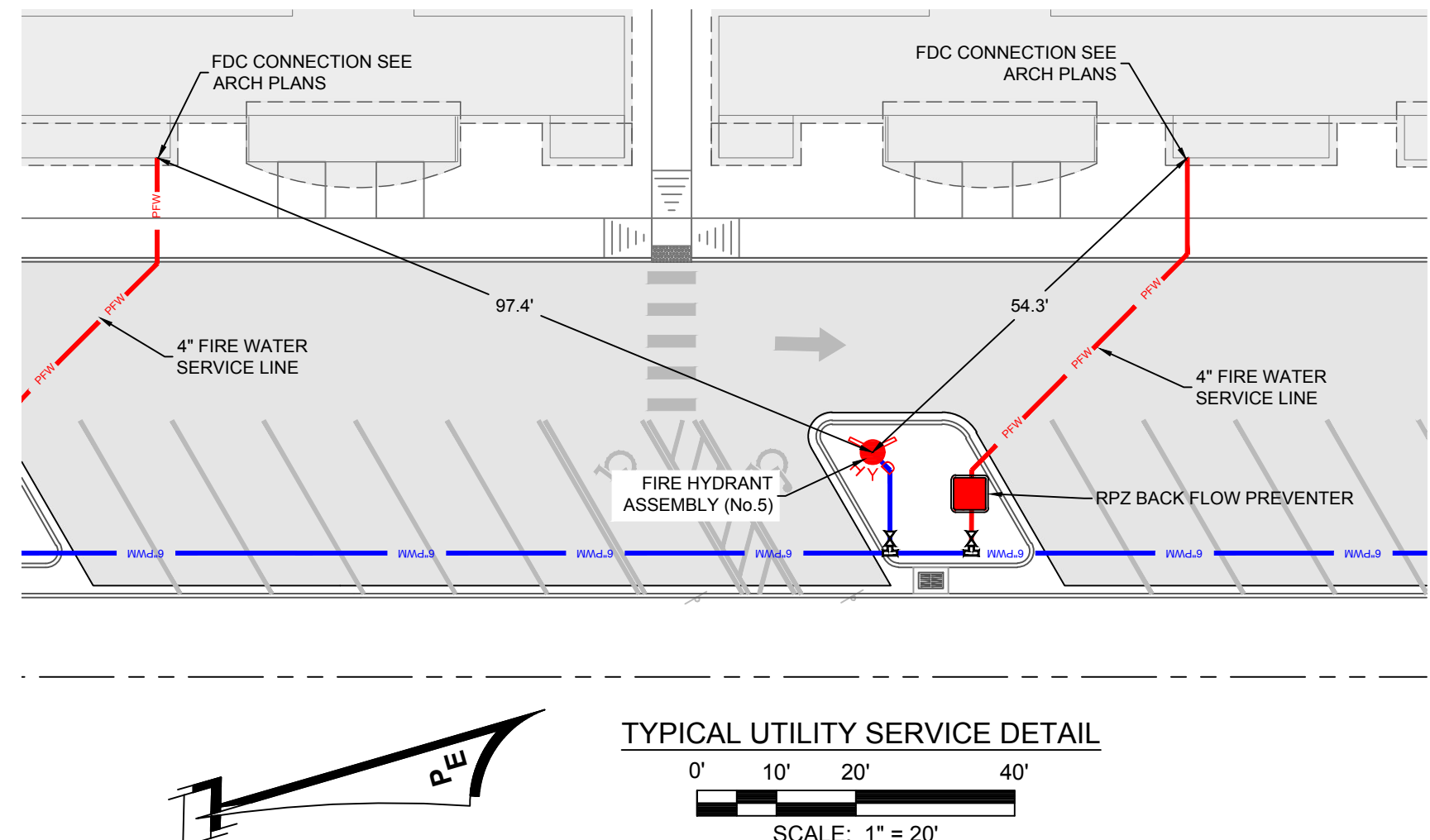
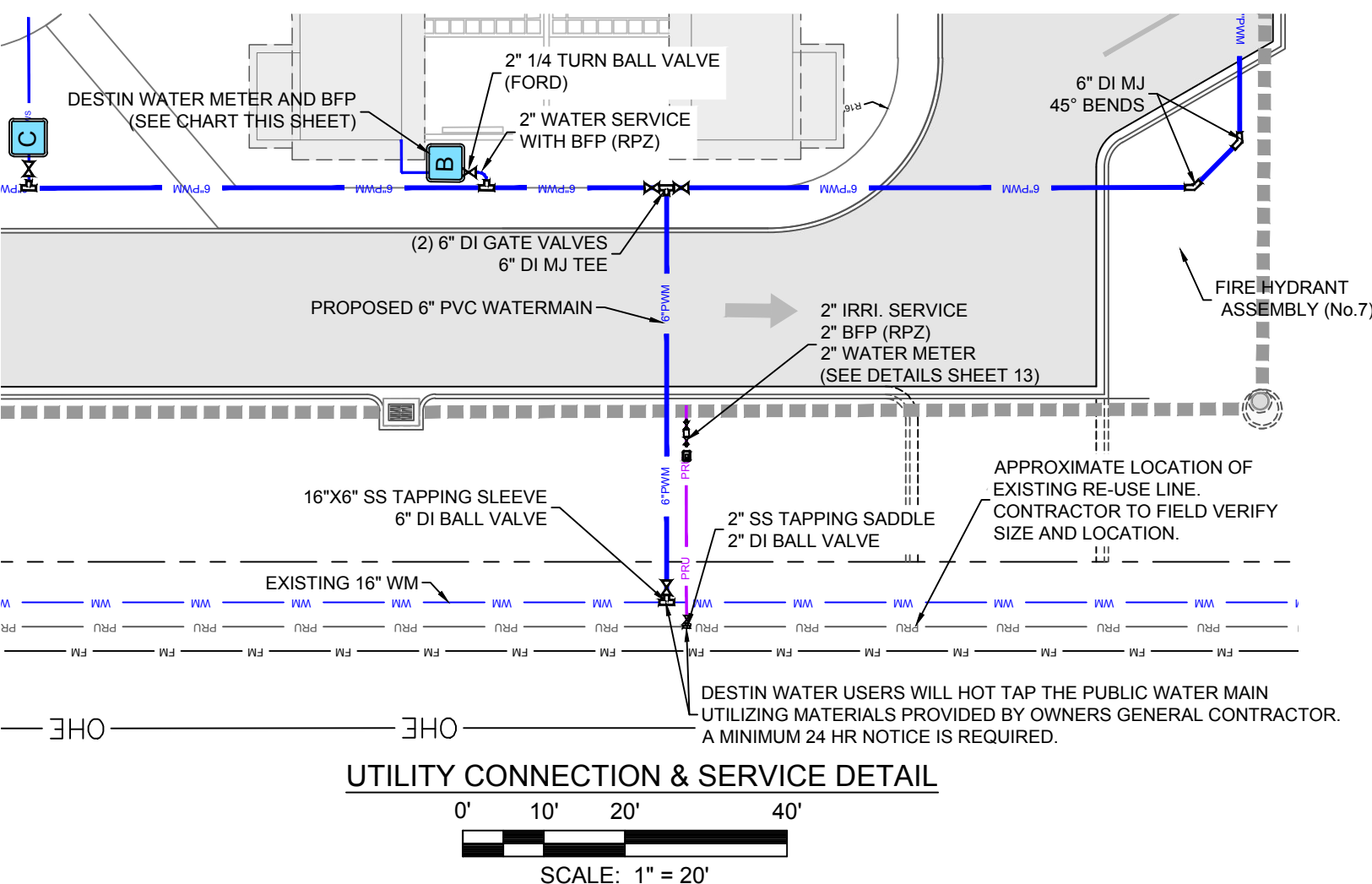
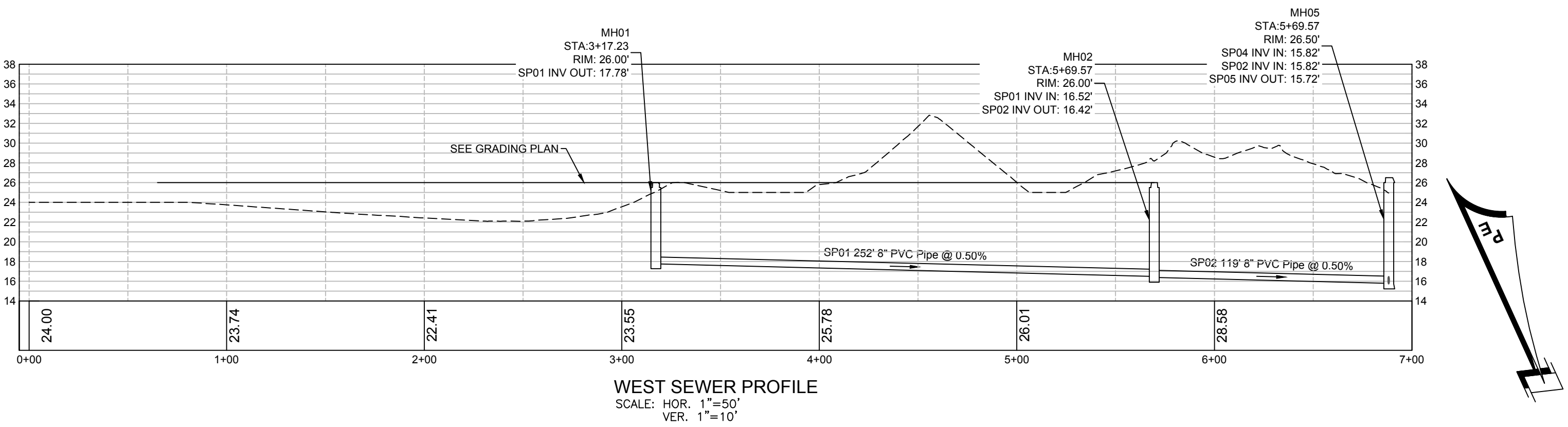


- NOTES:**
1. ALL UTILITIES SHALL BE CONSTRUCTED UNDERGROUND.
 2. ALL 2" SERVICE VALVES TO 1/4" TURN BALL VALVES MANUFACTURED BY FORD METER BOX COMPANY.

B DENOTES WATER METER AND RPZ BACK FLOW PREVENTER (SEE CHART THIS SHEET)

WATER METER AND RPZ LEGEND	
TYPE	SIZE
B	2"
C	1-1/2"

SEE DETAILS ON SHEET 13



Date: 2/20/24 12:34 AM File: P:\133802B\Destin Villas Hotel 2022\133802B\Drawing\133802B E1.dwg

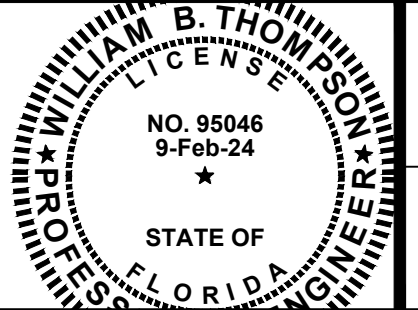
REV	DATE	BY	REVISIONS
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5	21 JUN 23	REF/WBT	DELETE METERS AT FIREWATER SERVICES
4	15 FEB 23	REF/WBT	PER DMU MEETING
3	30 JAN 23	REF/WBT	REVISED PER FIRE MARSHAL COMMENTS
NOT RELEASED FOR CONSTRUCTION BY: DATE:			

SCALE: AS NOTED	
DESIGNED BY:	JHS
DRAWN BY:	REF
REVIEWED BY:	WBT
ISSUE DATE:	APRIL 2022
ACAD FILE NAME:	133802B E1.dwg

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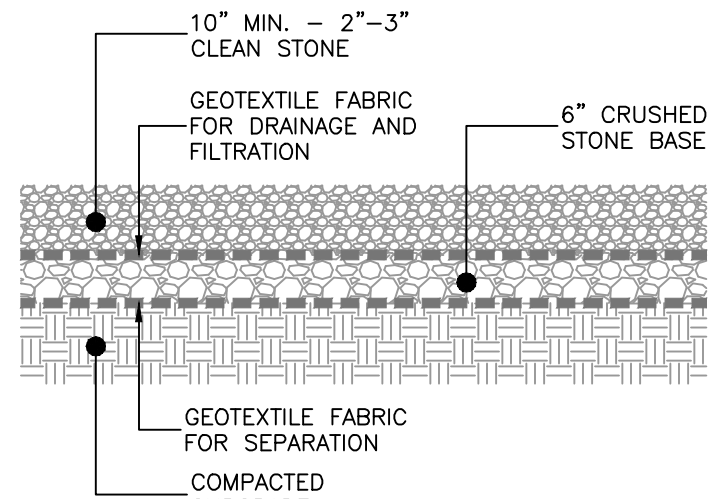
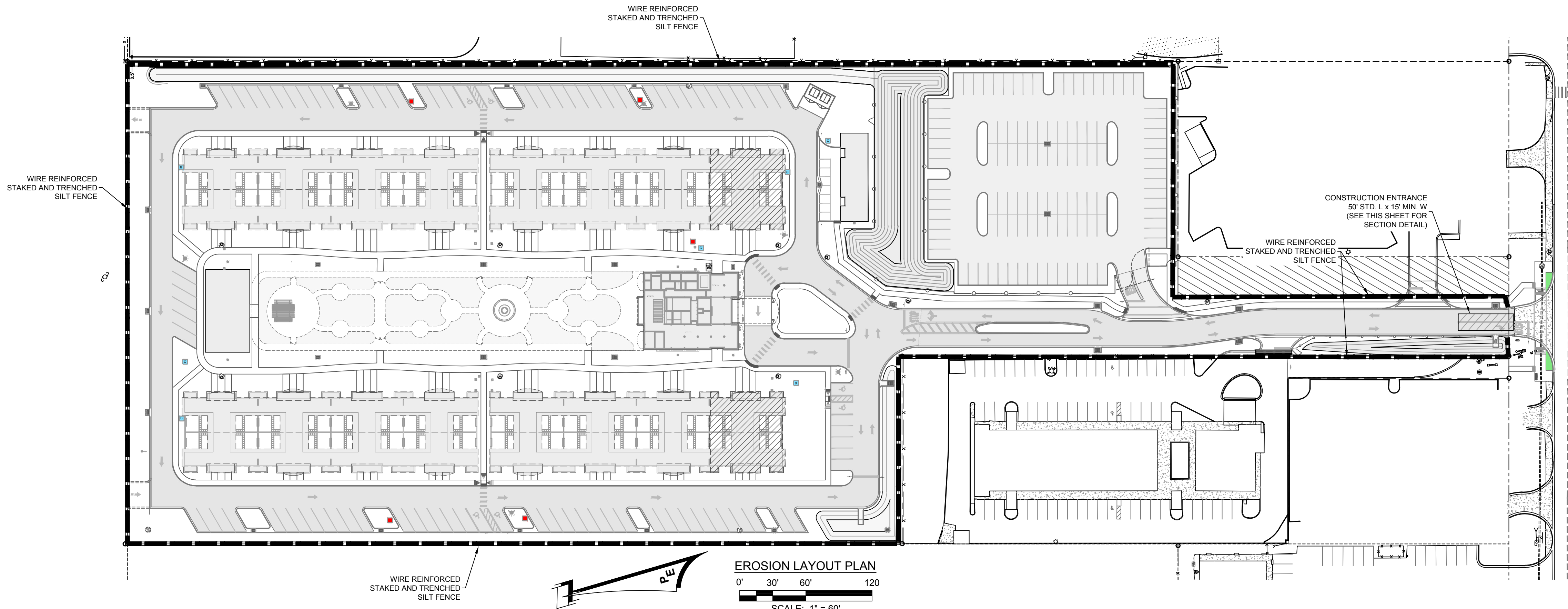
UTILITY LAYOUT PLAN NORTH
DESTIN VILLAS HOTEL
DESTIN, FLORIDA

James H. Slonina, P.E. 30197
Christopher B. Forehand, P.E. 58028
J. Doug Crook, P.E. 66556
Watt Z. Lewis, P.E. 64236
William B. Thompson, P.E. 95046



SHEET NUMBER	8
PROJECT NUMBER	133802B

DPR CERTIFICATION #EB-7806



- CONSTRUCTION ENTRANCE NOTES:**
1. GRADE SLOPE TO SITE.
 2. PROVIDE CULVERT AS REQUIRED TO CARRY PRE-EXISTING DITCH FLOW. (SEE EXISTING PLAN VIEW FOR LOCATION)
 3. CONTRACTOR TO LOCATE TEMPORARY CONSTRUCTION FENCING, JERSEY BARRIERS, OR BOTH ALONG THE SIDES OF THE CONSTRUCTION EXIT TO PREVENT CONSTRUCTION TRAFFIC FROM SHORT CIRCUITING/BYPASSING THE EXIT.
 4. ALL MATERIALS SPILLED, DROPPED OR TRACKED ONTO PUBLIC ROADS (INCLUDING AGGREGATE STONE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY.

CONSTRUCTION ENTRANCE DETAIL
NOT TO SCALE

DEWATERING NOTES:

CONTRACTOR SHALL OBTAIN A GENERAL PERMIT FOR DEWATERING FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NPDES SECTION. (CONTACT: KEVIN HARGETT, FDEP NW DIST. WASTEWATER SECTION. EMAIL: kevin.hargett@dep.state.us PHONE: 850.595.0687)

CONTRACTOR SHALL PROVIDE A DETAILED DEWATERING PLAN WITH METHODS TIME TABLE & DISCHARGE LOCATION TO ENGINEER FOR APPROVAL BEFORE COMMENCEMENT.

"DEWATERING EFFLUENT OF UNCONTAMINATED GROUNDWATER SHALL BE DISCHARGED SO AS TO PREVENT NEGATIVE IMPACTS TO PUBLIC HEALTH OR SAFETY, PROPERTY, OR THE WATER RESOURCE. DEWATERING OPERATIONS SHALL BE DIRECTED TO A SEDIMENT CONTROL DEVICE OR NATURAL ATTENUATION AREA PRIOR TO DISCHARGE TO WETLANDS OR OTHER SURFACE WATERS. A SEDIMENT CONTROL DEVICE MEANS A SETTLING POND, EXCAVATED SEDIMENT TRAP OR BASIN, DEWATERING TRAP OR TEMPORARY SEDIMENT CONTROL MEASURE. A NATURAL ATTENUATION AREA MEANS A NORMALLY DRY, GRASSED MEADOW OR OPEN AREA WITH EXISTING VEGETATION THAT IS NOT SUBJECT TO EROSION. IF A NATURAL ATTENUATION AREA IS USED, A MINIMUM 50 FOOT SETBACK SHALL BE MAINTAINED FROM THE RECEIVING WATERS OR WETLANDS. WHEN WATER IS UNAVOIDABLY DISCHARGED TO WETLANDS OR OTHER SURFACE WATERS, THE WATER DISCHARGED SHALL BE DONE IN A MANNER THAT DOES NOT CAUSE EROSION OR OTHER DAMAGE TO ADJACENT LANDS, AND DOES NOT CONTRIBUTE TO VIOLATIONS OF WATER QUALITY STANDARDS. SETTLING PONDS AND SEDIMENT TRAPS OR BASINS SHALL BE IMPLEMENTED, AT A MINIMUM, IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 11.0, NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT APPLICANT'S HANDBOOK VOLUME 1." IN ADDITION, DEWATERING ACTIVITIES MAY REQUIRE ADDITIONAL PERMITS FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (INDUSTRIAL WASTEWATER) AND THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (CONSUMPTIVE USE).

PRIOR TO COMMENCEMENT OF CONSTRUCTION DEWATERING ACTIVITIES ANALYTICAL TEST OF UNTREATED GROUNDWATER FOR THE PARAMETERS LISTED IN TABLE 4-1 MUST BE PERFORMED FOR EACH LOCATION.

IF THE ANALYTICAL TESTS ARE WITHIN THE SCREENING VALUES LISTED IN TABLE 4-1 DEWATERING OF THE SITE MAY BEGIN IMMEDIATELY. A SUMMARY REPORT DESCRIBING THE PROPOSED ACTIVITY AND A COPY OF THE TEST REPORT SHOULD BE SENT TO THE LOCAL FDEP OFFICE WITHIN ONE WEEK AFTER DISCHARGE BEGINS.

ADDITIVE SAMPLES AND TESTING MUST BE PROVIDED WITHIN THIRTY DAYS AFTER INITIATION OF THE DISCHARGE AND THEN ONCE EVERY SIX MONTHS FOR THE DURATION OF THE PROJECT.

ALL ANALYTICAL TEST DATA, INCLUDING THIRTY DAY AND SIX MONTH TEST RESULTS SHOULD BE KEPT ON-SITE DURING DISCHARGE AND MADE AVAILABLE TO FDEP, IF REQUESTED.

DURING DEWATERING, APPROPRIATE FABRIC SILT SCREEN OR HAY BALES SHALL BE USED TO PREVENT TURBID DISCHARGES. WHEN POSSIBLE, ESTABLISH A DETENTION AREA TO ALLOW SUSPENDED SOLIDS TO SETTLE PRIOR TO DISCHARGE.

THE CONTRACTOR SHALL SELECT, IMPLEMENT AND OPERATE SUCH EROSION AND SEDIMENT CONTROL MEASURES NECESSARY TO PREVENT VIOLATIONS OF WATER QUALITY STANDARDS IN CHAPTER 62-302 F.A.C.

GROUNDWATER WITHDRAWALS FOR DEWATERING SHALL BE BY ONE OF THE FOLLOWING METHODS:

- A CONVENTIONAL WELL POINT SYSTEM CONSISTING OF ONE OR MORE STAGES OF WELL POINTS INSTALLED NEAR THE PROPOSED EXCAVATION IN LINES OR RINGS. THE WELL POINTS SHALL BE INSTALLED IN VARIABLE SPACINGS AND CONNECTED TO A COMMON HEADER PRESSURIZED BY ONE OR MORE PUMPS.
- VACUUM UNDERDRAIN SYSTEM CONSISTING OF AN UNDERDRAIN PIPE WITH FILTER SOCK COVERING PLACED HORIZONTALLY BELOW THE DESIGN EXCAVATION ELEVATION VIA TRENCHING MACHINE. THE UNDERDRAIN PIPE SHALL BE CONNECTED TO A PUMP WITH THE GROUNDWATER CONVEYED THROUGH THE PIPE AND DISCHARGED FROM THE PUMP.
- VACUUM WELL(S) CONSISTING OF ONE OR MORE STAGES INSTALLED NEAR AN EXCAVATION IN LINES OR RINGS. THE VACUUM WELL(S) SHALL BE CONSTRUCTED WITH SIX INCH OR SMALLER PIPE WITH A SLOTTED SCREEN AREA NEAR THE BOTTOM OF THE WELL, AND CONNECTED TO A COMMON HEADER PUMPED BY ONE OR MORE PUMPS.
- DEWATERING STORMWATER POND OR BASIN BY HYDRAULIC PUMP THROUGH THE EXISTING OR NEW DISCHARGE CONTROL STRUCTURE.

TABLE 4-1 GROUNDWATER DISCHARGE - SCREENING VALUES	
PARAMETER	SCREENING VALUES FOR DISCHARGE INTO FRESH WATER
TOTAL ORGANIC CARBON (TOC)	10.0 mg/L
PH, STANDARD UNITS	6.0 - 8.5
TOTAL RECOVERABLE MERCURY	0.012 ug/L
TOTAL RECOVERABLE CADMIUM	9.3 ug/L
TOTAL RECOVERABLE COPPER	2.9 ug/L
TOTAL RECOVERABLE LEAD	0.03 ug/L
TOTAL RECOVERABLE ZINC	86.0 ug/L
TOTAL RECOVERABLE CHROMIUM (HEX)	11.0 ug/L
BENZENE	1.0 ug/L
NAPHTHALENE	100.0 ug/L

mg/L = milligrams per liter
ug/L = micrograms per liter

EROSION CONTROL NOTES:

1. EROSION CONTROL MEASURES WILL BE UTILIZED THROUGHOUT THE CONSTRUCTION PHASE OF THIS PROJECT TO RESTRICT ANY TURBID RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
2. CONTROL OF SEDIMENT-LADEN RUNOFF SHALL BE PROVIDED WITH HAY BALES AND/OR GEOTECH STYLE FABRICS. ALL CONTROL MEASURES SHALL BE PROPERLY LOCATED AND CONSTRUCTED TO PREVENT SEDIMENT TRANSPORT. THE MEANS FOR RETAINING THE SEDIMENTS WILL BE MAINTAINED BY THE CONTRACTOR UNTIL PERMANENT IMPROVEMENTS ARE COMPLETE.
3. THE CONTRACTOR IS RESPONSIBLE FOR TREATING ALL ONSITE STORMWATER DRAINAGE AS REQUIRED TO MEET THE CRITERIA OF 62-3 FLORIDA ADMINISTRATIVE CODE, F.A.C. PRIOR TO DISCHARGE.
4. ALL CATCH BASINS, INLETS AND ACCESSSES TO UNDERGROUND STORMWATER SYSTEMS SHALL BE PROTECTED IN ACCORDANCE WITH THE ATTACHED DETAILS.
5. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE TERMS AND CONDITIONS OF ANY STORMWATER PERMITS THAT MAY APPLY (FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, FLORIDA DEPARTMENT OF TRANSPORTATION, BAY COUNTY, WATER MANAGEMENT DISTRICT, ETC.).

SWALE NOTE:

THE SYSTEM OF SWALES SHALL BE CONSTRUCTED BY THE PERMITTEE PRIOR TO RESALE OF INDIVIDUAL LOTS TO THIRD PARTIES.

EROSION CONTROL NOTES:

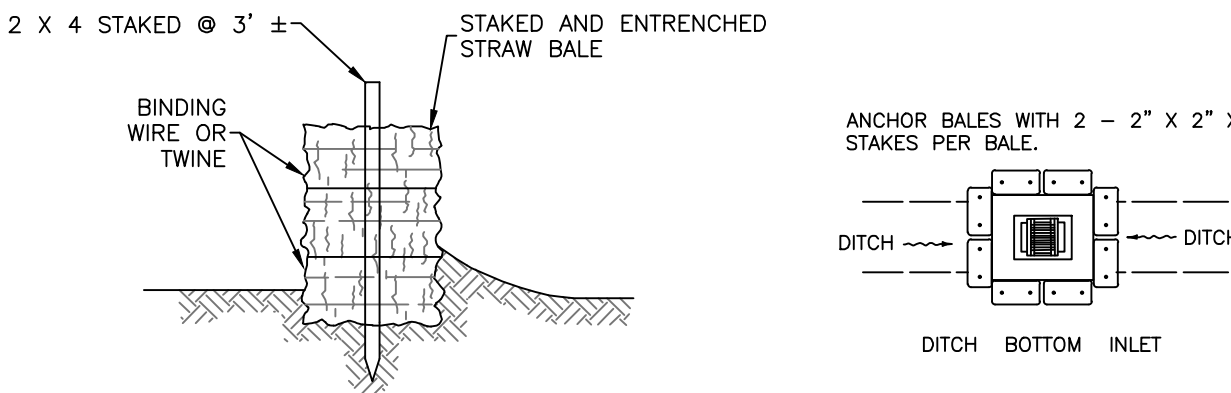
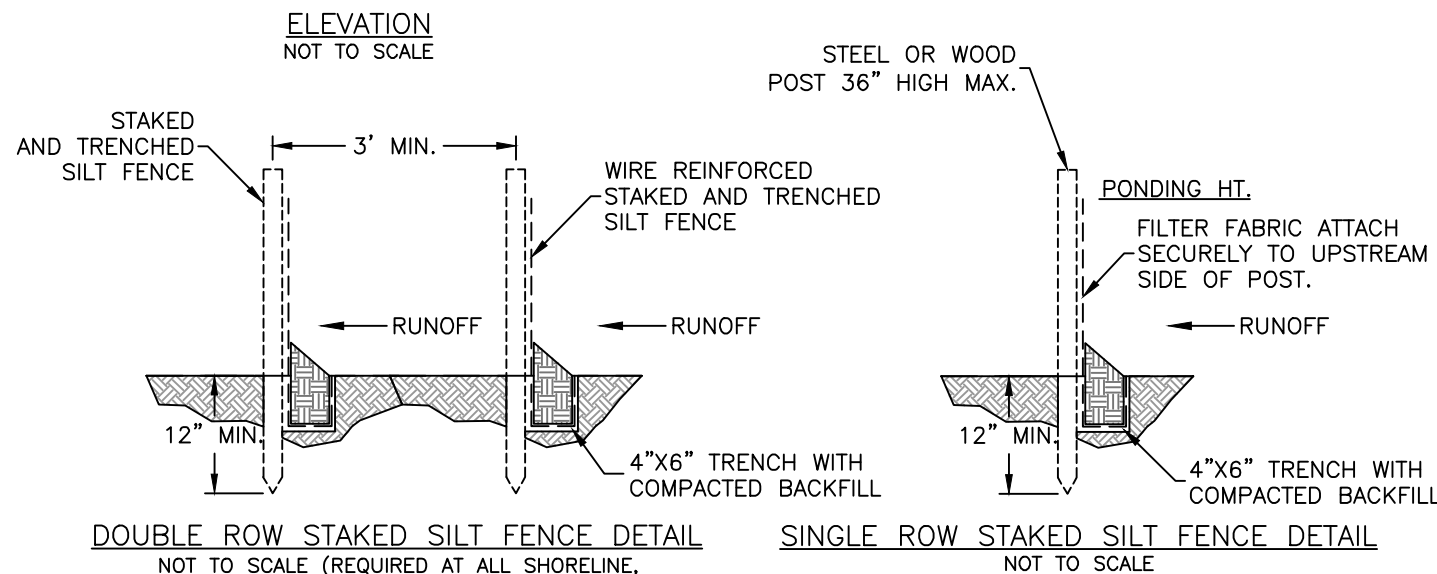
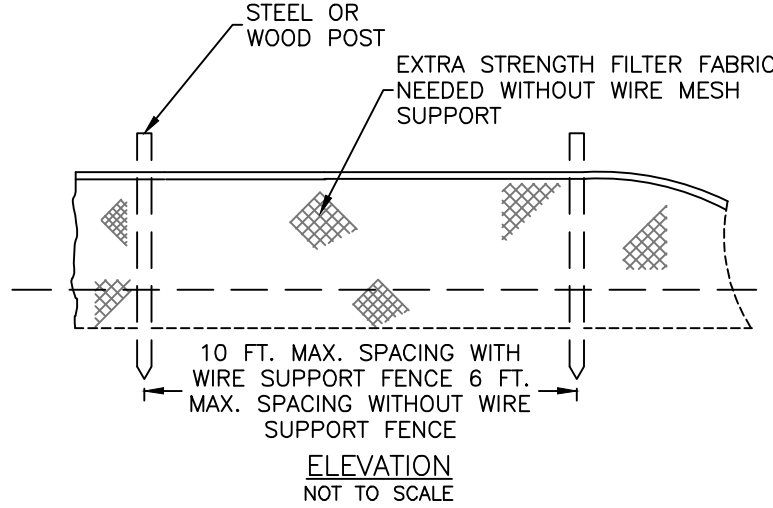
ALL INLETS SHALL HAVE HAY BALES OR SILT FENCE AROUND THEIR PERIMETER.

SILT FENCE IS REQUIRED ALONG THE BANKS OF LAKE MIERAL AT THE 30' SHORELINE SETBACK LINE, ALONG SWALES AND ALONG WETLAND AREAS WHERE CONSTRUCTION OR RUNOFF DUE TO CONSTRUCTION IS TAKING PLACE.

SILT FENCE AND HAY BALES ARE REQUIRED IN ALL AREAS AS DIRECTED BY THE ENGINEER.

PROTECTED TREES NOTE:

NO PROTECTED TREES WILL BE IMPACTED UNLESS PERMITTED INDEPENDENTLY.



STRAW BALE BARRIER INSTALLATION DETAIL
NOT TO SCALE

NOTE:

ALL INLETS & STORM STRUCTURES TO HAVE HAY BALES ALL AROUND (SEE DETAILS THIS SHEET).

ENVIRONMENTAL SEQUENCE

THE CONTRACTOR SHALL AT A MINIMUM IMPLEMENT THE CONTRACTOR'S REQUIREMENTS OUTLINED BELOW AND THOSE MEASURES SHOWN ON THE EROSION CONTROL PLAN. IN ADDITION THE CONTRACTOR SHALL UNDERTAKE ADDITIONAL MEASURES REQUIRED TO BE IN COMPLIANCE WITH APPLICABLE PERMIT CONDITIONS AND STATE WATER QUALITY STANDARDS, DEPENDING ON THE NATURE OF MATERIALS AND METHODS OF CONSTRUCTION THE CONTRACTOR MAY BE REQUIRED TO ADD FLOCCULANTS TO THE RETENTION SYSTEM PRIOR TO PLACING THE SYSTEM INTO OPERATION.

SEQUENCE OF MAJOR ACTIVITIES:

THE ORDER OF ACTIVITIES WILL BE AS FOLLOWS:

1. INSTALL STABILIZED CONSTRUCTION ENTRANCE.
2. INSTALL SILT FENCES AND HAY BALES, AS REQUIRED.
3. CONSTRUCT SEDIMENTATION BASIN.
4. CLEAR AND GRUB FOR DIVERSION SWALES/DIKES AND SEDIMENT BASIN AT PERMANENT POND LOCATION.
5. CONTINUE CLEARING AND GRUBBING.
6. STOCKPILE TOP SOIL IF REQUIRED.
7. PERFORM PRELIMINARY GRADING ONSITE, AS REQUIRED.
8. STABILIZE DENuded AREA AND STOCKPILES AS SOON AS PRACTICABLE.
9. INSTALL UTILITIES, STORM SEWER, CURBS AND GUTTER.
10. APPLY BASE TO PROJECT.
11. COMPLETE GRADING AND INSTALL PERMANENT SEEDING/SOD AND PLANTING.
12. COMPLETE FINAL PAVING.
13. REMOVE ACCUMULATED SEDIMENT FROM BASINS.
14. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE ANY TEMPORARY DIVERSION SWALES/DIKES AND RESEED/ SOD, AS REQUIRED.

TIMING OF CONTROLS/MEASURES

AS INDICATED IN THE SEQUENCE OF MAJOR ACTIVITIES, THE SILT FENCES AND HAY BALES, STABILIZED CONSTRUCTION ENTRANCE AND SEDIMENT BASIN WILL BE CONSTRUCTED PRIOR TO CLEARING OR GRADING OF ANY OTHER PORTIONS OF THE SITE. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICAL IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. ONCE CONSTRUCTION ACTIVITY CEASES PERMANENTLY IN AN AREA, THAT AREA WILL BE STABILIZED PERMANENTLY IN ACCORDANCE WITH THE PLANS. AFTER THE ENTIRE SITE IS STABILIZED, THE ACCUMULATED SEDIMENT WILL BE REMOVED FROM THE SEDIMENT TRAPS AND THE EARTH DIKE/SWALES WILL BE REGRADED/REMOVED AND STABILIZED IN ACCORDANCE WITH THE EROSION AND TURBIDITY CONTROL PLAN.

EROSION CONTROL BLANKET #2010-01 BY EROSION CONTROL SYSTEMS. (1-800-641-3277) UNDER SOD, ANCHORED WITH 6" SOD STAPLES.

NOTE: PROVIDE EROSION CONTROL BLANKET FROM PROPERTY LINE OR WETLAND LINE WHERE APPLICABLE TO BACK OF CURB, BUILDING OR TO TOP OF BASIN AS REQUIRED.

SLOPE STABILIZATION DETAIL

NOT TO SCALE

SLOPE STABILIZATION NOTES

FLAT TO 1:3 - SEED AND MULCH, HYDRO-SEED OR SOD.
1:3 TO 1:2 - SOD LAPPED AND PINNED.
1:2 TO 1:1 - EROSION CONTROL BLANKET AND SOD.
1:1 OR GREATER - RETAINING WALL OR ARMOR FORM.

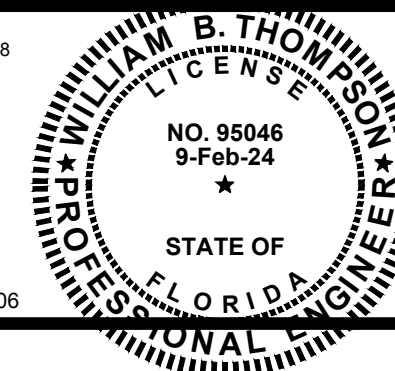
NOTE:

AREAS NOT SODDED WILL BE STABILIZED WITH HYDROSEEDING (SEE SLOPE STABILIZATION DETAIL THIS SHEET)

PANHANDLE ENGINEERING
ENVIRONMENTAL ENGINEERS • CIVIL ENGINEERS • LAND PLANNERS
600 Ohio Avenue Lynn Haven, Florida 32444
(850)763-5200 www.panhandleengineering.com

EROSION CONTROL PLAN
DESTIN VILLAS
HOTEL
DESTIN, FLORIDA

James H. Slonina, P.E. 30197
Christopher B. Forehand, P.E. 58028
J. Doug Crook, P.E. 66556
Watt Z. Lewis, P.E. 84236
William B. Thompson, P.E. 95046



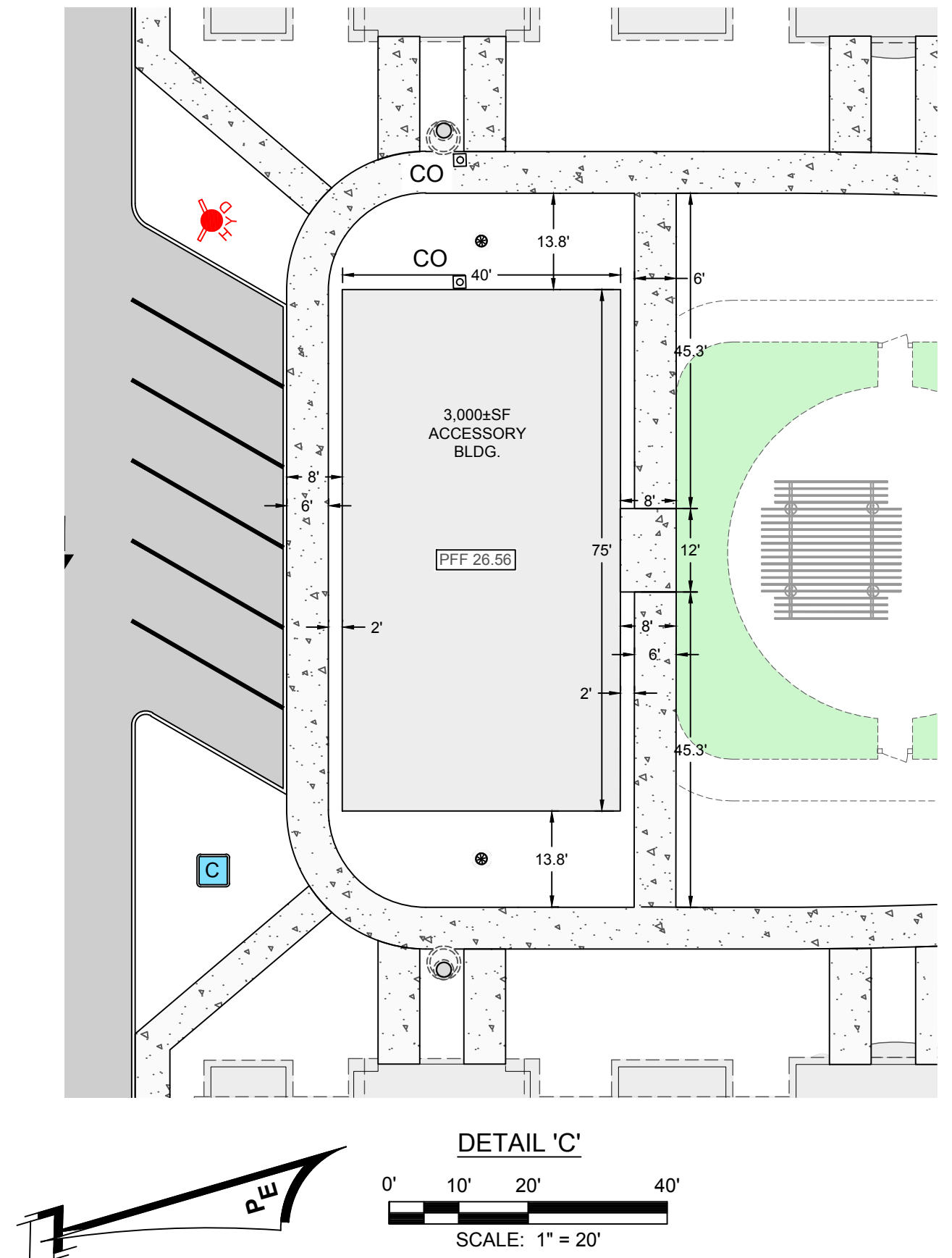
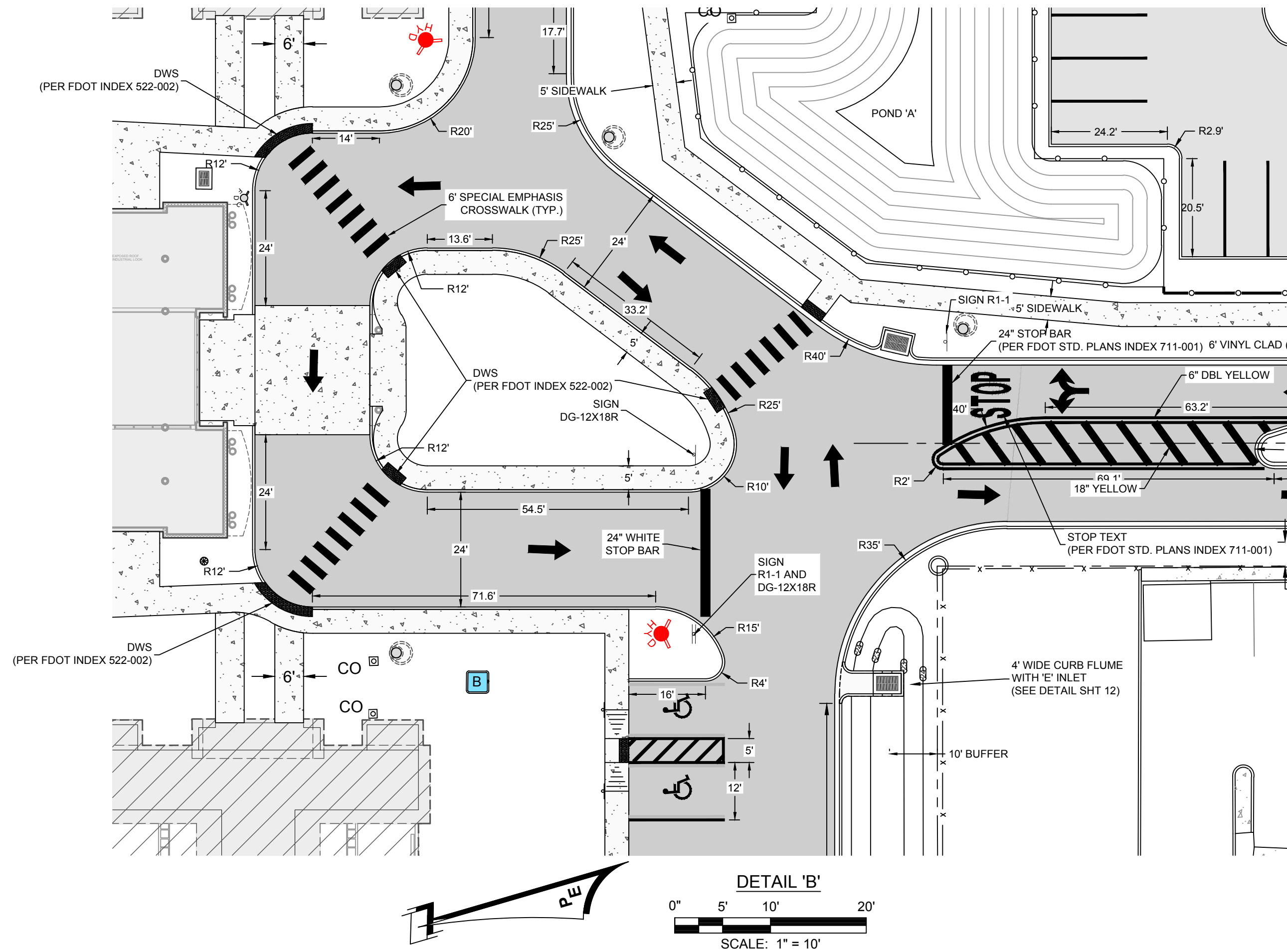
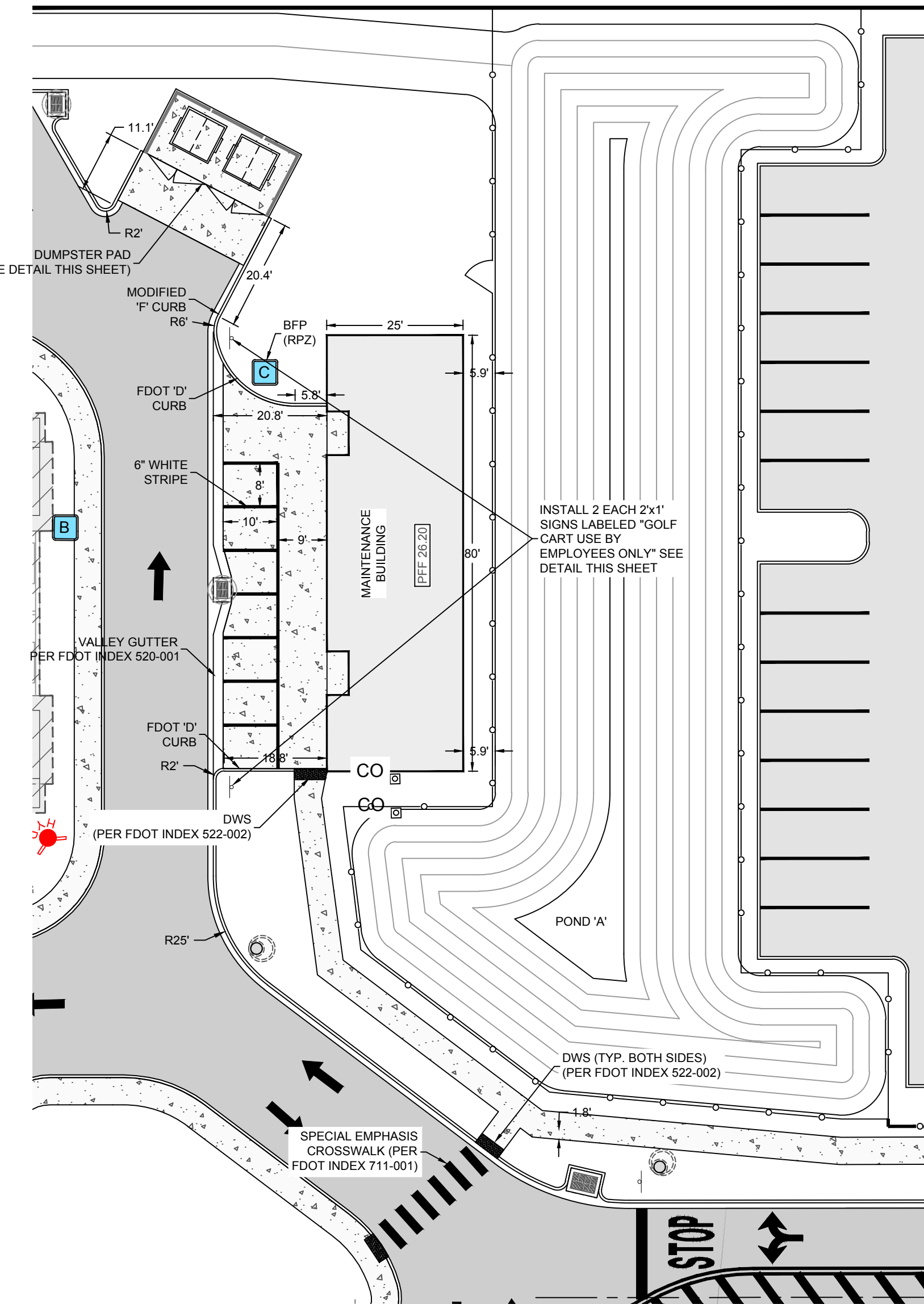
SHEET NUMBER

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PROJECT NUMBER

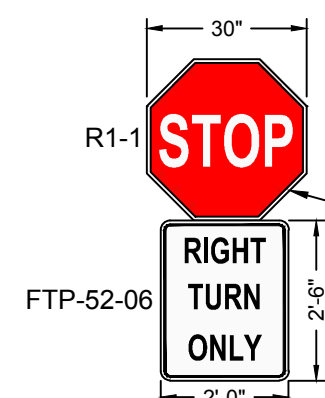
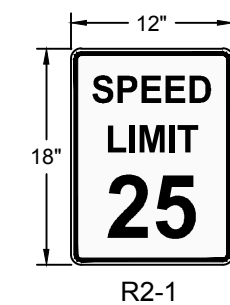
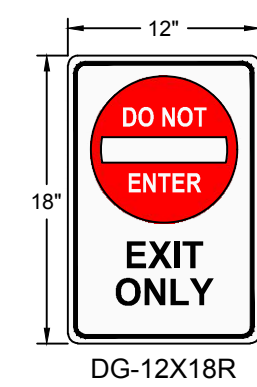
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DPR CERTIFICATION #EB-7806

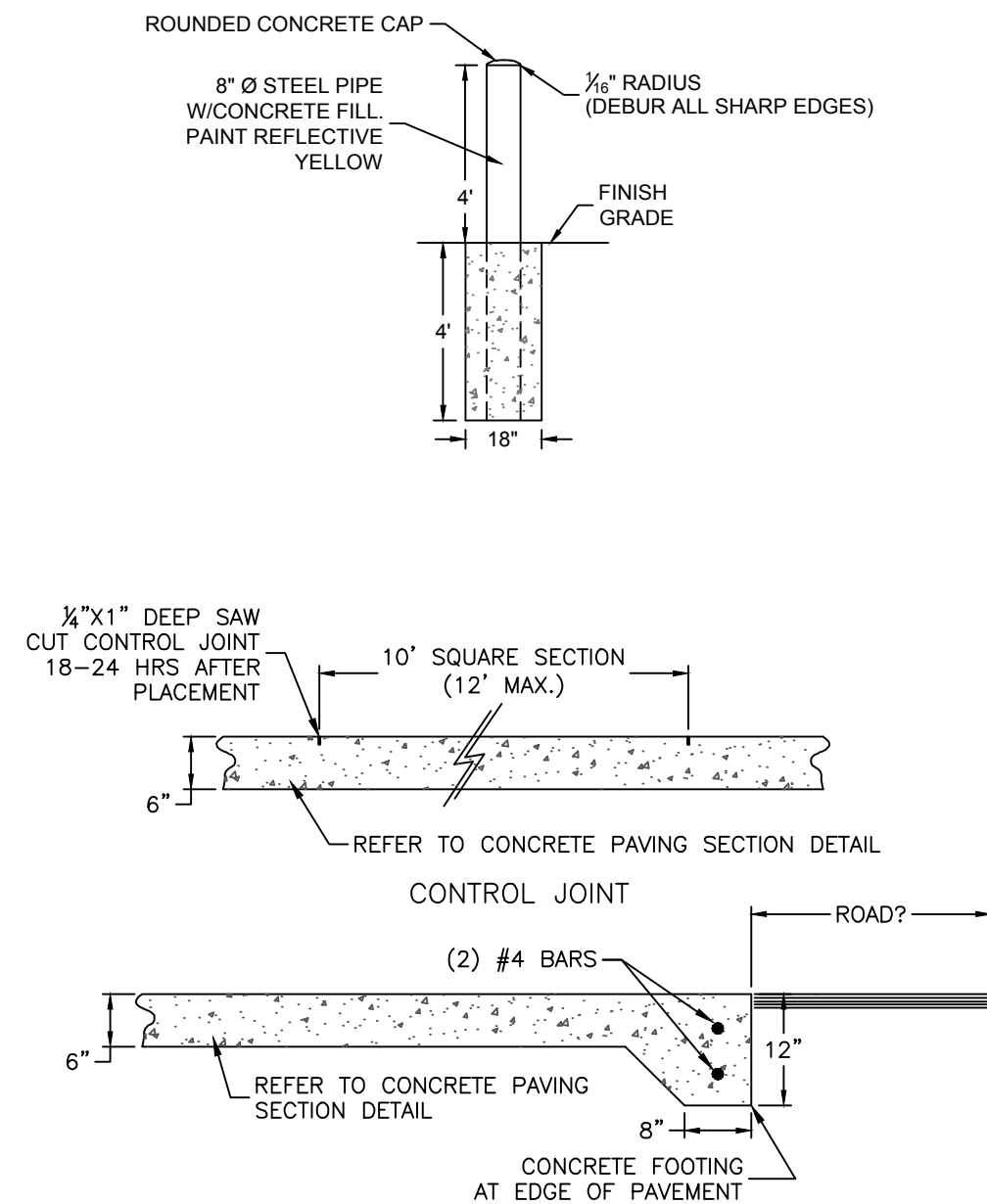
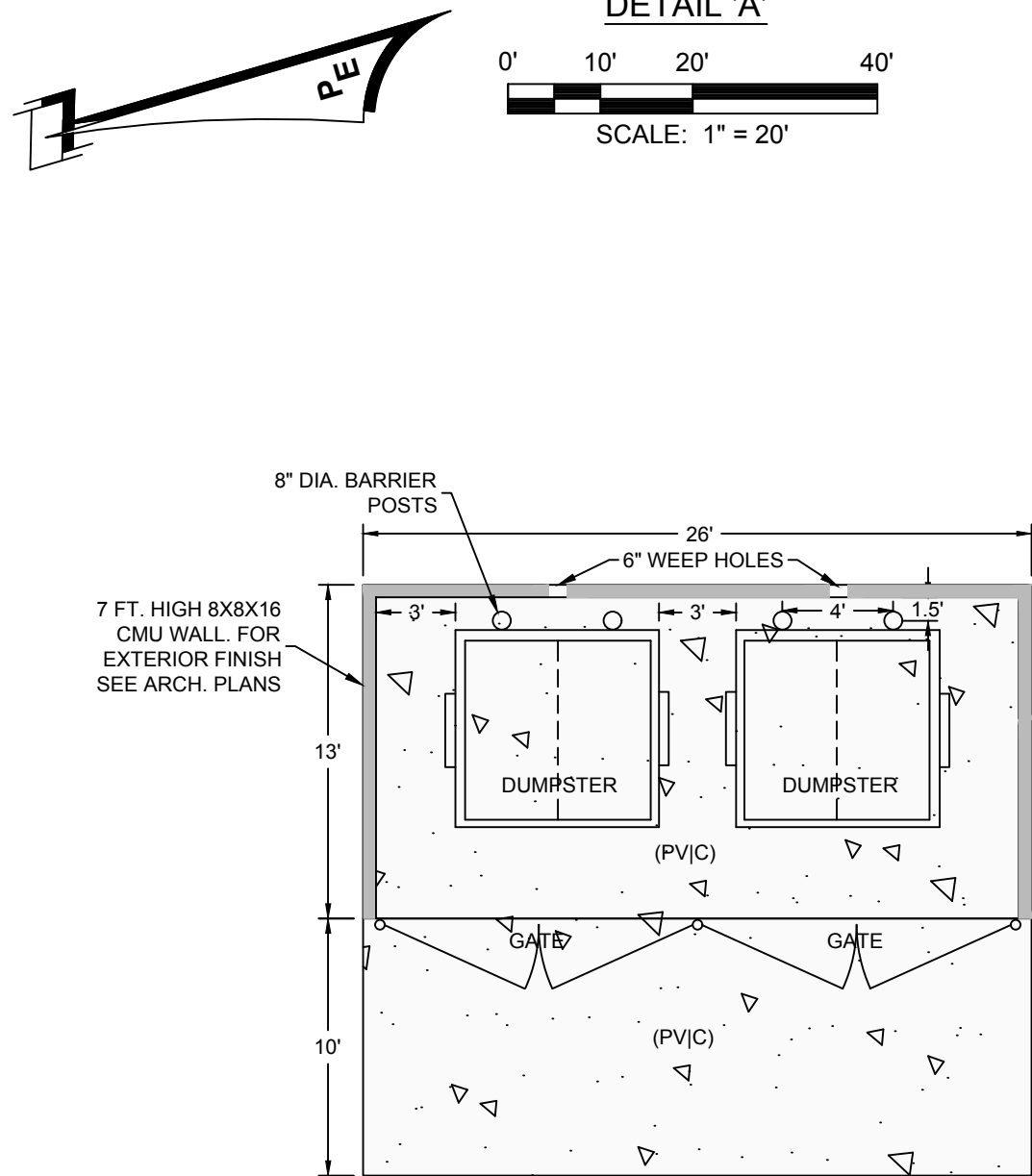


- SYMBOL LEGEND**
- (DWS) DENOTES DETECTABLE WARNING SURFACES (DWS). NOTE DWS SHALL BE YELLOW. (SEE FDOT STD. PLANS INDEX 522-002)
 - (SA) SEE ARCHITECT PLANS
 - (CSW) CONCRETE SIDEWALK (SEE DETAIL SHEET 12)
 - (LS) LANDSCAPE AREAS (SEE LANDSCAPE PLANS)
 - (PVA) ASPHALT PAVEMENT (SEE CONSTRUCTION DETAILS SHEET 12)
 - (PVC) CONCRETE PAVEMENT (SEE CONSTRUCTION DETAILS SHEET 6)
 - DRAINAGE STRUCTURES (SEE GRADING & DRAINAGE PLAN SHEET 6)
 - ♿ HANDICAP PARKING (SEE DETAIL SHEET 12)
 - (HS) INSTALL HANDICAP PARKING SIGN (SEE DETAIL SHEET 12)
 - HANDICAP RAMP (SEE DETAIL SHEET 12)

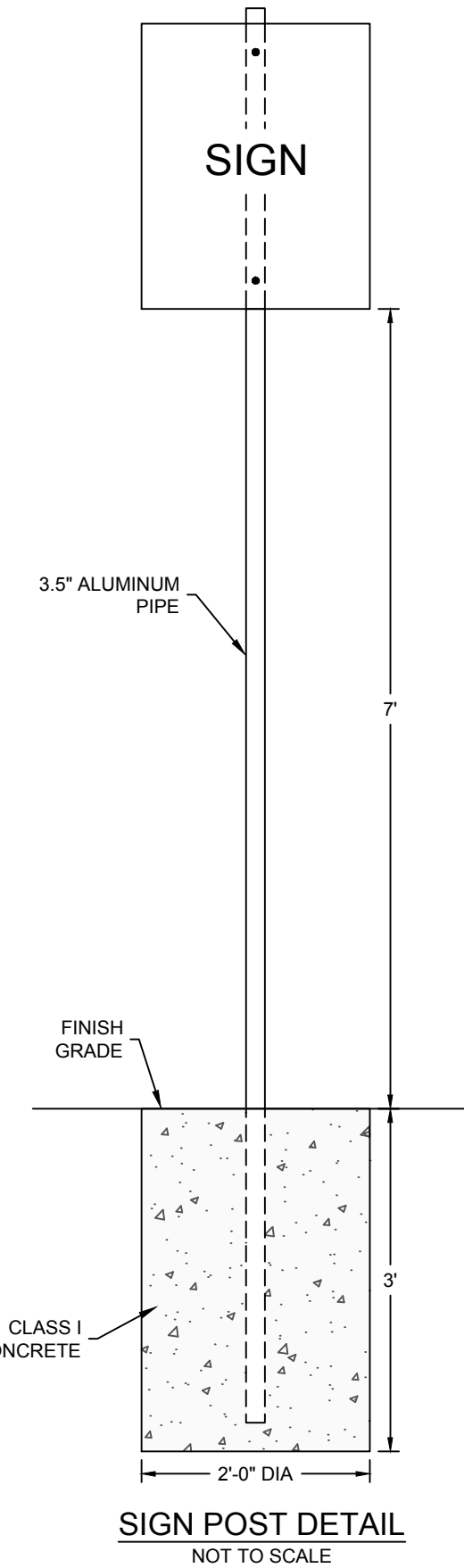
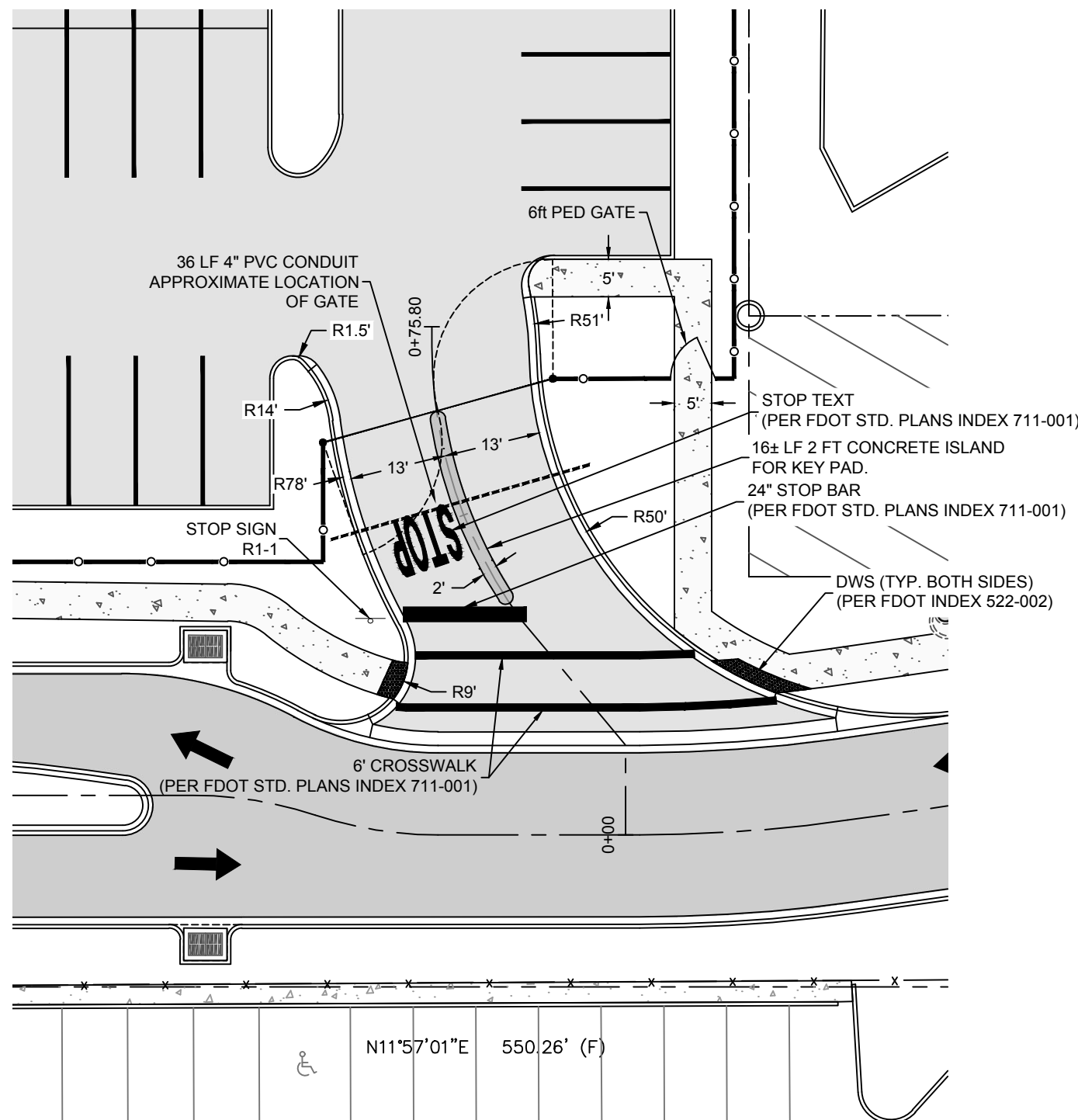
NOTE:
ALL SIGNS TO BE INSTALLED PER FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND TO BE MOUNTED TO ALUMINUM PIPE. (SEE SIGN POST DETAIL)



RAISED PAVEMENT MARKERS
50 EA. 6" WHITE REFLECTIVE CERAMIC DISKS "ALSO CALLED BOTT'S DOTS" EVENLY SPACED 6" O/S OUT BOARD LIMITS OF STREET PRINT.
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NEW CONCRETE PAVEMENT DETAILS
NOT TO SCALE



DETAIL 'F'

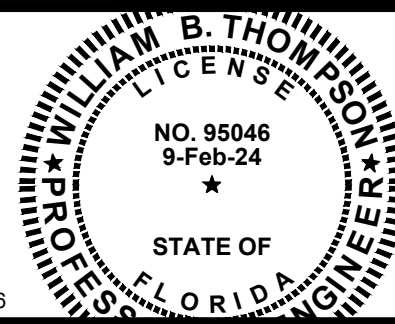
REV	DATE	BY	REVISIONS
2	02 FEB 24	REF/JHS	SDC UPDATED
1	04 AUG 23	REF/JHS	REVISED PER DESTIN RAI No4
NOT RELEASED FOR CONSTRUCTION BY: DATE:			

SCALE: AS NOTED
DESIGNED BY: JHS
DRAWN BY: REF
REVIEWED BY: WBT
ISSUE DATE: APRIL 2022
ACAD FILE NAME: 133802B E1.dwg

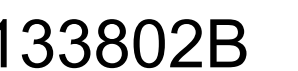
PANHANDLE ENGINEERING
ENVIRONMENTAL ENGINEERS • CIVIL ENGINEERS • LAND PLANNERS
600 Ohio Avenue Lynn Haven, Florida 32444
(850)763-5200 www.panhandleengineering.com

SITE CONSTRUCTION DETAILS
DESTIN VILLAS HOTEL
DESTIN, FLORIDA

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William B. Thompson, P.E. 95046
DPR CERTIFICATION #EB-7806



SHEET NUMBER
10
PROJECT NUMBER
133802B



GENERAL NOTES:

EXISTING SITE RELATED ITEMS:

- THE LOCATION OF UTILITIES SHOWN ON THE PLANS MAY NOT BE ACCURATE AND ALL UTILITIES MAY NOT BE SHOWN. THE LOCATIONS OF UNDERGROUND UTILITIES HAVE NOT BEEN PHYSICALLY LOCATED BY THEIR OWNER OR PANHANDLE ENGINEERING, INC.
- THE EXACT LOCATION AND ELEVATION OF EXISTING STRUCTURES, UTILITIES, AND PIPING SHALL BE PHYSICALLY VERIFIED IN THE FIELD BY THE CONTRACTOR BEFORE CONSTRUCTION BEGINS. THESE DRAWINGS DO NOT INTEND TO SHOW IN COMPLETE DETAIL ALL EXISTING STRUCTURES, UTILITIES, OR PIPING. THE CONTRACTOR SHALL EXAMINE ALL AVAILABLE RECORDS AND HAVE ALL EXPLORATIONS AND EXCAVATIONS SCHEDULED TO DETERMINE THE LOCATION OF EXISTING STRUCTURES, UTILITIES, AND PIPING, WHENEVER NECESSARY. THE OWNER RESERVES THE RIGHT TO CHANGE LOCATION OF LINES TO AVOID CONFLICT WITH EXISTING STRUCTURES, UTILITIES, OR PIPING.
- THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING. THE SURVEY MAY NOT SHOW ALL OBJECTS WITHIN THE PATH OF THE NEW UTILITIES. IF OBJECTS ARE NOT SHOWN ON THE SURVEY, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SEVEN DAYS PRIOR TO THE BID DATE. CONTRACTOR WILL BE RESPONSIBLE FOR REPLACEMENT OF ALL OBJECTS NOT SHOWN ON THE SURVEY.
- STATIONING ON THE PLANS RELATES TO THE "20 PLAN VIEW" CENTERLINE OF ALL ROADWAYS/ RIGHT-OF-WAYS AND SHALL BE USED FOR LOCATION PURPOSES ONLY. CONTRACTOR SHALL NOT USE STATIONING WHEN CALCULATING PIPE OR ROADWAY LENGTHS. ACTUAL LENGTH MAY DIFFER DUE TO VERTICAL ELEVATION CHANGES AND HORIZONTAL OFFSETS.
- THE CONTRACTOR SHALL PHYSICALLY EXAMINE THE ENTIRE PROJECT SITE AND INFORM HIMSELF FULLY IN REGARD TO ALL CONDITIONS PERTAINING TO THE PLACE WHERE THE WORK IS TO BE PERFORMED FOR PURPOSE OF DETERMINING THE COST TO PERFORM THE WORK. THE CONTRACTOR SHOULD PAY SPECIAL ATTENTION TO AREAS INVOLVING CLEARING AND GRUBBING, EXISTING FACILITIES REMOVAL AND REPLACEMENT, SUPPORT ON RELOCATION, AND WORK INVOLVED IN WETLAND AREAS.
- THE CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER OR OWNER'S ENGINEER OF ANY CONFLICT BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.
- THE CONTRACTOR SHALL VIDEO THE ENTIRE ROUTE PRIOR TO CONSTRUCTION AND PROVIDE A COPY TO THE ENGINEER PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES ABOVE OR BELOW GROUND THAT MAY OCCUR AS A RESULT OF WORK CALLED FOR IN THESE CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR DUE TO THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

CONSTRUCTION REGULATIONS AND PERMITS RELATED ITEMS:

- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LEARN, KNOW, AND COMPLY WITH THE REGULATIONS, ORDINANCES, PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND COMPLY WITH THE CONDITIONS OF THE VARIOUS PERMITS OF THE GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL SCHEDULE THE REQUIRED INSPECTIONS AND APPROVALS IN ACCORDANCE WITH THE REQUIREMENTS OF THE PERMIT CONDITIONS. THE CONTRACTOR SHALL NOTIFY THE NECESSARY AGENCIES OF CONSTRUCTION COMMENCEMENT.
- ALL SPECIFICATIONS AND DOCUMENTS REFERRED TO SHALL BE OF LATEST ISSUE AND SHALL BE CONSIDERED A PART OF THESE DOCUMENTS AS THOUGH INCLUDED.
- CONTRACTOR SHALL HAVE COPIES OF ALL PERMITS IN POSSESSION AT ALL TIMES DURING CONSTRUCTION. ANY INDIVIDUAL CREW OR INDIVIDUAL PERSON WORKING ON THE INSTALLATION OF ANY PART OF THIS PROJECT SHALL HAVE A SET OF PLANS AND SPECIFICATIONS WITH THEM AT ALL TIMES.
- THE CONTRACTOR SHALL FOLLOW ALL CONDITIONS OF THE PERMIT REQUIREMENTS. SEE SPECIFICATIONS FOR COPY OF PERMITS.
- CONTRACTOR SHALL FOLLOW ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS FOR CONSTRUCTION.
- CONTRACTOR SHALL FOLLOW ALL OSHA REQUIREMENTS FOR CONSTRUCTION.

CONSTRUCTION & SITE RESTORATION RELATED ITEMS:

- WHERE IT BECOMES NECESSARY TO TEMPORARILY REMOVE, REPOSITION, OR SUPPORT EXISTING FACILITIES, UTILITY POLES, ETC. THIS WORK SHALL BE PERFORMED AT THE CONTRACTOR'S EXPENSE AND IN ACCORDANCE WITH REQUIREMENTS OF THE OWNER OF THE EXISTING FACILITY, UTILITY POLE, ETC. THE CONTRACTOR SHALL GIVE PROPER NOTICE TO THE UTILITIES.
- THE CONTRACTOR SHALL REMOVE AND REPLACE, TO THEIR ORIGINAL NATURE, ALL DISTURBED MATERIALS OR OBJECTS WITHIN THE PATH OF THE NEW UTILITIES AS NECESSARY. ALL REPLACED MATERIALS SHALL BE EQUAL OR BETTER AND SHALL BE APPROVED BY THE ENGINEER. THIS INCLUDES ALL LANDSCAPING WITHIN THE RIGHT OF WAY IN THE PATH OF THE NEW UTILITIES.
- ALL DISTURBED OBJECTS SUCH AS DRIVEWAYS, CULVERTS, RETAINING WALLS, FENCING, SIGNS, MAILBOXES, LANDSCAPING, ETC. SHALL BE REINSTALLED TO EXISTING OR ACCEPTABLE CONDITION BY THE OWNER AT THE CONTRACTOR'S EXPENSE.
- ALL PAVEMENT SHALL BE REMOVED AND REPLACED IN ACCORDANCE WITH ENGINEERING PLANS AND SPECIFICATIONS. FOR THE REPLACEMENT OF ASPHALT ROADS AND PAVEMENT DRIVES, THE CONTRACTOR SHALL REMOVE THE EXISTING ASPHALT AND REPLACE AS SHOWN IN DETAILS.
- CONTRACTOR SHALL TRIM, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE PROPOSED PAVEMENT ABUTS.
- ALL CONCRETE DRIVEWAYS SHALL BE REMOVED AND REPLACED IN ACCORDANCE WITH ENGINEERING PLANS AND SPECIFICATIONS. FOR REPLACEMENT OF CONCRETE CROSSINGS, THE CONTRACTOR SHALL SAW CUT BACK TO THE CLOSEST JOINT AND REPLACE AS SHOWN IN DETAILS.
- ALL DISTURBED DRIVES SHALL BE CONNECTED TO THE EXISTING PAVEMENT IN A CONDITION EQUAL TO OR BETTER THAN ITS PREVIOUS CONDITION USING THE SAME MATERIALS THAT WERE REMOVED.
- THE CONTRACTOR SHALL MAINTAIN A REASONABLE ACCESS TO ALL FACILITIES DURING CONSTRUCTION.
- THE CONTRACTOR SHALL TAKE WHATEVER PRECAUTIONS NECESSARY TO AVOID TRESPASSING AND DAMAGING GOVERNMENT PROPERTY.
- ALL SPOIL MATERIAL FROM EXCAVATION SHALL BE PLACED ON THE UPLAND SIDE OF ANY SLOPED CONSTRUCTION AREA.
- ALL EXISTING CONCRETE, ASPHALT, TREES, STUMPS, AND OTHER DELETERIOUS MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH FLORIDA LAWS.
- A ONE FOOT STRIP OF SOD SHALL BE INSTALLED ON THE EDGE OF ALL ASPHALT OVERLAY AREAS AND AROUND ALL ABOVE GROUND CONCRETE STRUCTURES INCLUDING BUT NOT LIMITED TO VALVE PADS, SLOW OFF VAULTS, AND AIR RELEASE VAULTS.
- ALL CONSTRUCTION STAKING SHALL BE DONE AT CONTRACTORS EXPENSE. CONTRACTOR IS TO FURNISH "AS BUILT PLANS" INDICATING LOCATIONS OF ALL MANHOLES, FITTINGS, VALVES, AND DEAD END RUNS WITH THREE (3) PHYSICAL FEATURES (LOT CORNERS, TREES, ETC.). THIS IS MANDATORY, NO EXCEPTIONS.

MAINTENANCE OF TRAFFIC AND ROADWAY RELATED ITEMS:

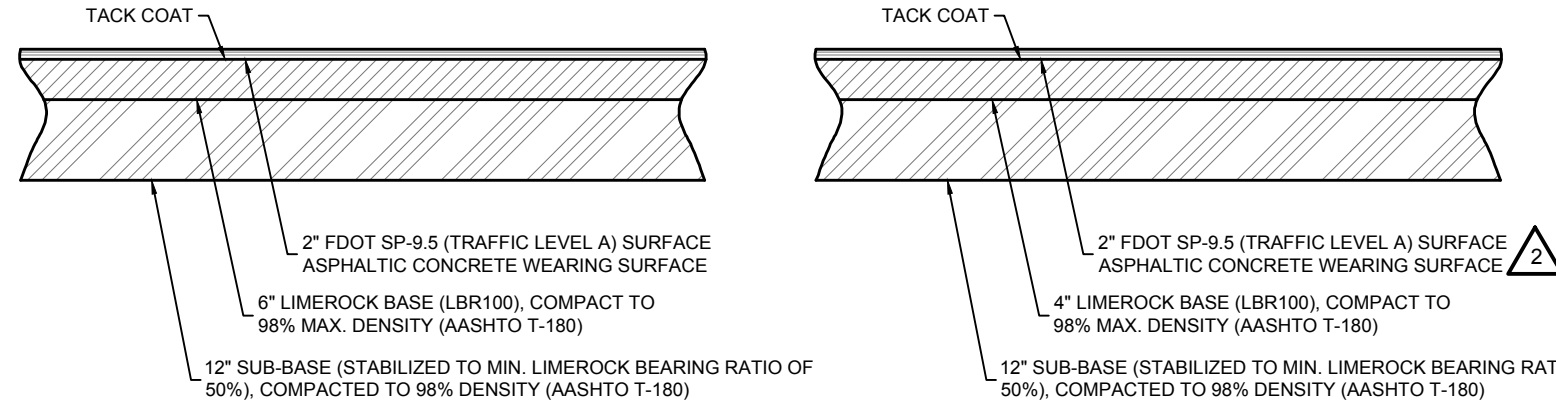
- IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO MAINTAIN ADEQUATE TRAFFIC CONTROL AND TO PROVIDE DETOURS AROUND CONSTRUCTION ACTIVITIES. NO STREET SHALL REMAIN CLOSED TO TRAFFIC OVERNIGHT.
- THE CONTRACTOR SHALL INSTALL ALL TRAFFIC CONTROL DEVICES REQUIRED FOR THE PROJECT IN ACCORDANCE WITH THE LATEST EDITION OF THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL.
- CONTRACTOR SHALL MAINTAIN A REASONABLE ACCESS TO ALL FACILITIES DURING CONSTRUCTION. ALL DRIVEWAYS SHALL BE COMPACTED AND MAINTAINED DURING CONSTRUCTION TO ALLOW ACCESS TO FACILITIES AT ALL TIMES. ALL TEMPORARY STABILIZATION SHALL BE SMOOTH AND LEVEL.

EROSION CONTROL AND DE-WATERING ITEMS:

- PRIOR TO STARTING ANY CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY APPROPRIATE AGENCIES AND SHALL INSTALL EROSION CONTROL MEASURES AS SHOWN ON THE PLANS AND AS IDENTIFIED, STATE, AND LOCAL APPROVAL DOCUMENTS PERTAINING TO THIS PROJECT.
- THE CONTRACTOR SHALL PROVIDE EROSION AND SEDIMENT CONTROL PER THE GUIDELINES OF THE FLORIDA DEVELOPMENT MANUAL. ALL REQUIRED EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INCLUDED IN COST OF OTHER ITEMS OF WORK.
- CONTRACTOR SHALL INSTALL ANY REQUIRED SLOPE STABILIZATION, SILT FENCING, BALED HAY BARRIERS, OR TURBIDITY CURTAINS PER CURRENT FDOT DESIGN STANDARDS FOR EROSION CONTROL AND WATER QUALITY. LOCATION SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED IN THE FIELD.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTROL CONSTRUCTION AND PREVENT SEDIMENTS FROM DISCHARGING TO ADJACENT PROPERTIES, WETLANDS, STORM DRAINAGE SYSTEMS, AND/OR OFF-SITE AREAS, WHETHER SUCH EROSION IS CAUSED BY WATER, WIND, OR DIRECT DEPOSIT. AT NO ADDITIONAL COST TO OWNER, ADDITIONAL EROSION CONTROLS SHALL BE UTILIZED AS NECESSARY AND AS DIRECTED BY THE ENGINEER TO LIMIT SEDIMENTS FROM DISCHARGING TO ADJACENT PROPERTIES, WETLAND OR STORM DRAINAGE SYSTEMS. THERE WILL BE NO DIRECT PAYMENT FOR THIS WORK.
- ALL CONSTRUCTION AREAS SHALL BE STABILIZED AT THE CLOSE OF EACH CONSTRUCTION DAY. EROSION CONTROLS SHALL BE CHECKED AT THIS TIME AND MAINTAINED OR REINFORCED IF NECESSARY.
- EROSION CONTROLS SHALL REMAIN IN PLACE AND BE MAINTAINED FOR THE DURATION OF THE PROJECT TO LIMIT THE MOVEMENT OF SILTATION AND SEDIMENTS FROM ENTERING EXISTING DRAINAGE SYSTEMS OR FROM LEAVING THE CONSTRUCTION SITE. ANY ACCUMULATED SEDIMENTS ARE TO BE REMOVED FROM THE EROSION CONTROLS AND DISPOSED OF PROPERLY. ADDITIONALLY, ALL EROSION CONTROLS ARE TO BE INSPECTED AFTER A STORM EVENT AND THE CONTROLS REPLACED OR ARMORED AS NECESSARY AND ACCUMULATED SEDIMENTS REMOVED.
- TEMPORARY STOCKPILING OF MATERIALS RELATED TO THE CONSTRUCTION ACTIVITIES ARE TO BE PROPERLY STABILIZED, PROTECTED AND DEMARCATED TO LIMIT MATERIAL MOVEMENT AND EROSION FROM DEPOSITING INTO ADJACENT PROPERTIES, WETLANDS OR STORM DRAINAGE SYSTEMS.
- THE INSTALLATION OF ALL CONCRETE STRUCTURES, GRAVITY SEWER, FORCE MAINS, WATER MAINS, ETC. SHALL BE INSTALLED IN DRY CONDITIONS. DEWATERING MAY BE REQUIRED AT THE DIRECTION OF THE ENGINEER. COMPREHENSIVE PLANS FOR DEWATERING OPERATIONS, IF USED, SHALL BE SUBMITTED BY THE CONTRACTOR TO ENGINEER PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL UTILIZE APPROPRIATE DEWATERING SYSTEMS AND TECHNIQUES TO MAINTAIN THE EXCAVATED AREA SUFFICIENTLY DRY FROM GROUNDWATER AND/OR SURFACE RUNOFF SO AS NOT TO ADVERSELY AFFECT CONSTRUCTION PROCEDURES OR CAUSE EXCESSIVE DISTURBANCE OF UNDERLYING NATURAL GROUND.
- WATER FROM TRENCHES AND EXCAVATIONS SHALL NOT BE DISCHARGED INTO ANY SANITARY SEWER SYSTEM.
- WATER FROM TRENCHES AND EXCAVATIONS SHALL NOT BE DISCHARGED DIRECTLY TO STORM DRAIN SYSTEMS. PROPER TREATMENT TO A SEDIMENTATION AREA IS TO TAKE PLACE PRIOR TO DISCHARGE TO ANY DRAINAGE SYSTEMS.
- WATER FROM THE TRENCHES AND EXCAVATIONS SHALL BE DISPOSED OF IN SUCH A MANNER AS TO AVOID PUBLIC NUISANCE, INJURY TO PUBLIC HEALTH OR THE ENVIRONMENT, DAMAGE TO PUBLIC OR PRIVATE PROPERTY, OR DAMAGE TO PUBLIC OR PRIVATE PROPERTY, OR DAMAGE TO THE WORK COMPLETED OR IN PROGRESS. SILTATION BARRIERS SHALL BE UTILIZED AS NECESSARY.
- THE CONTRACTOR SHALL REPAIR ANY DAMAGE RESULTING FROM THE FAILURE OF THE DEWATERING OPERATIONS OR FROM FAILURE TO MAINTAIN ALL THE AREAS OF WORK IN SUITABLE DRY CONDITION.
- PRECAUTIONS SHALL BE TAKEN TO PROTECT NEW WORK FROM FLOODING DURING DOWNS OR FROM OTHER CAUSES. GRADING IN THE AREAS SURROUNDING ALL EXCAVATIONS SHALL BE PROPERLY SLOPED TO PREVENT WATER FROM RUNNING INTO THE EXCAVATED AREA OR TO ADJACENT PROPERTIES. WHERE REQUIRED, TEMPORARY DITCHES SHALL BE PROVIDED FOR DRAINAGE. UPON COMPLETION OF THE WORK AND WHEN DIRECTED, ALL AREAS SHALL BE RESTORED IN A SATISFACTORY MANNER AND AS DIRECTED.

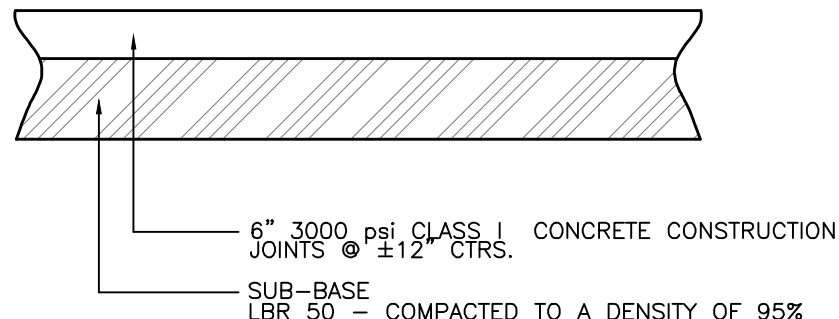
CITY OF DESTIN VIBRATION IMPACT REQUIREMENTS

- ANY ACTIVITY INCLUDING, BUT NOT LIMITED TO: PILE DRIVING, EARTHWORK, COMPACTION, CONCRETE AND ASPHALT BREAKING WILL NOT TRANSMIT VIBRATIONS TO SENSITIVE RECEPTORS AT OR ABOVE THE FEDERAL TRANSIT ADMINISTRATION (FTA) APPROXIMATE VIBRATION DAMAGE THRESHOLD OF 95 VIBRATION DECIBELS (VDB).
- FOR ANY ACTIVITY EXCEEDING 80 VDB THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE CITY OF DESTIN WITH A VIBRATION MINIMIZATION AND MITIGATION PLAN TO REDUCE IMPACTS TO THE SURROUNDING AREAS.

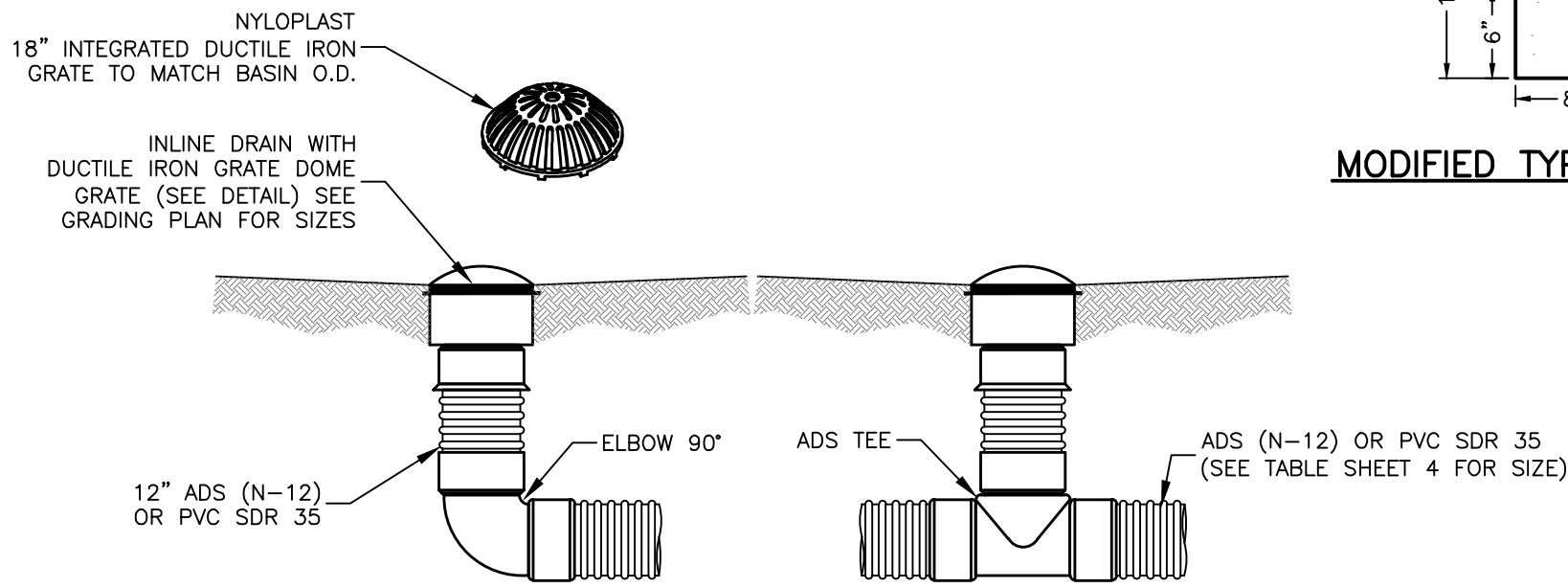


HOTEL PAVEMENT DETAIL

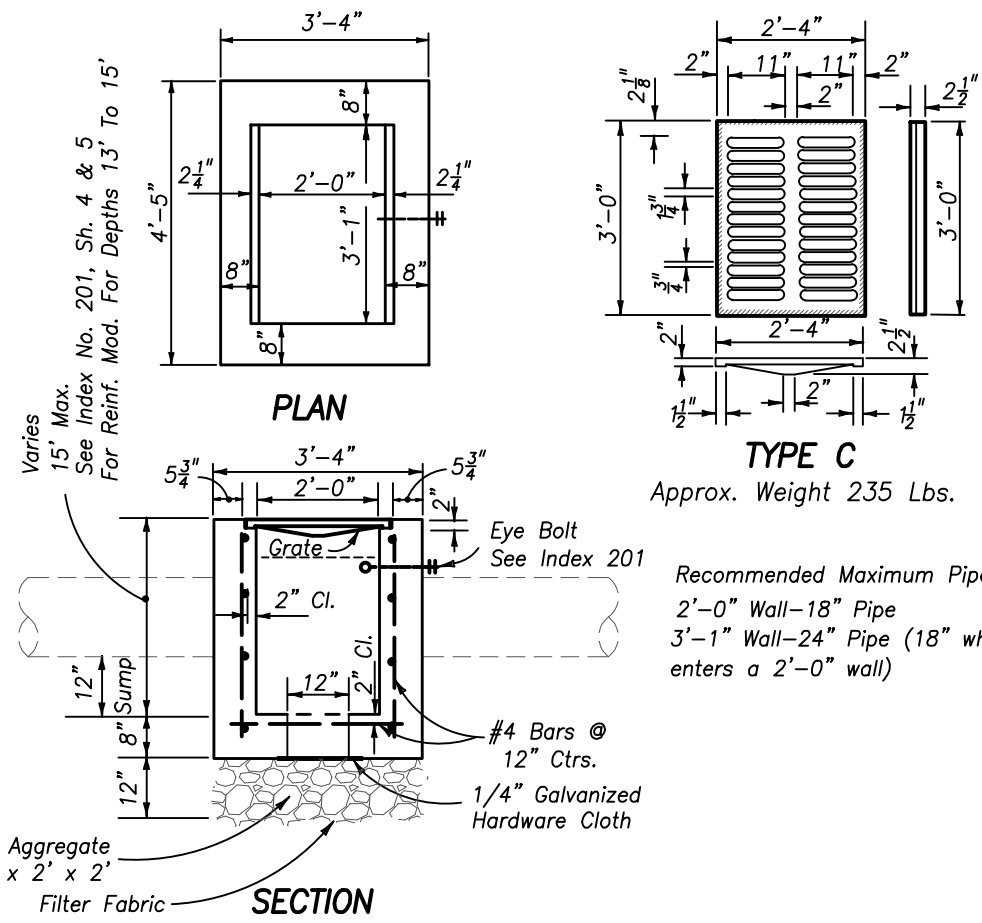
ACCESSORY PARKING PAVEMENT DETAIL



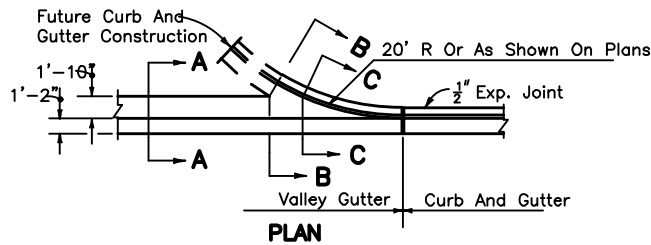
CONCRETE PAVEMENT DETAIL



ADS INLINE DRAINAGE STRUCTURE



FDOT TYPE "C" INLET



GENERAL NOTES

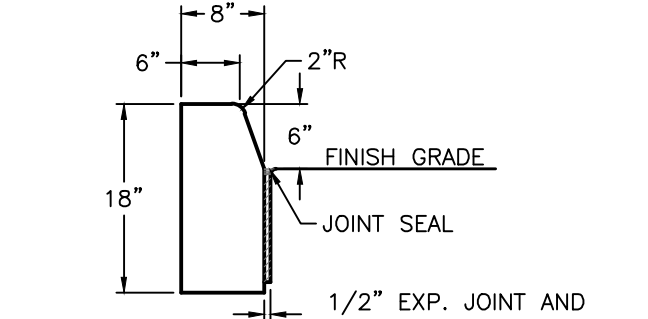
- For curb, gutter, curb and gutter and traffic separators provide 1'-1" contraction joints at 10' centers (max.). Contraction joints adjacent to concrete pavement on tangents and flat curves are to match the pavement joints, with intermediate joints not to exceed 10' centers.
- Ends of Curb Types B and D shall transition from full to zero heights in 3 feet.

CURB & CURB AND GUTTER

300 1 of 1

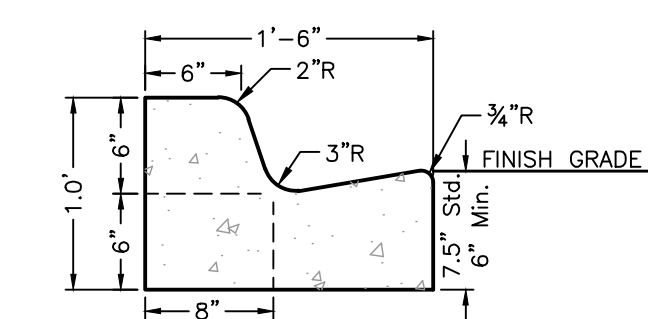
MODIFIED TYPE "D" CURB DETAIL

NOT TO SCALE



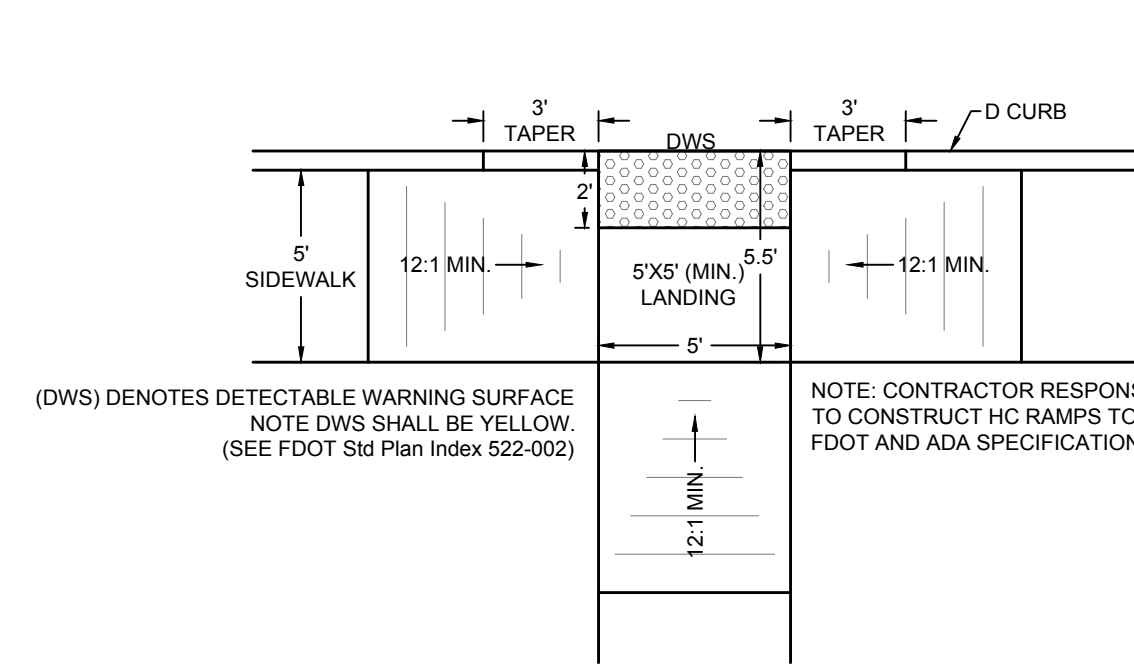
TYPE "D" CURB DETAIL

NOT TO SCALE



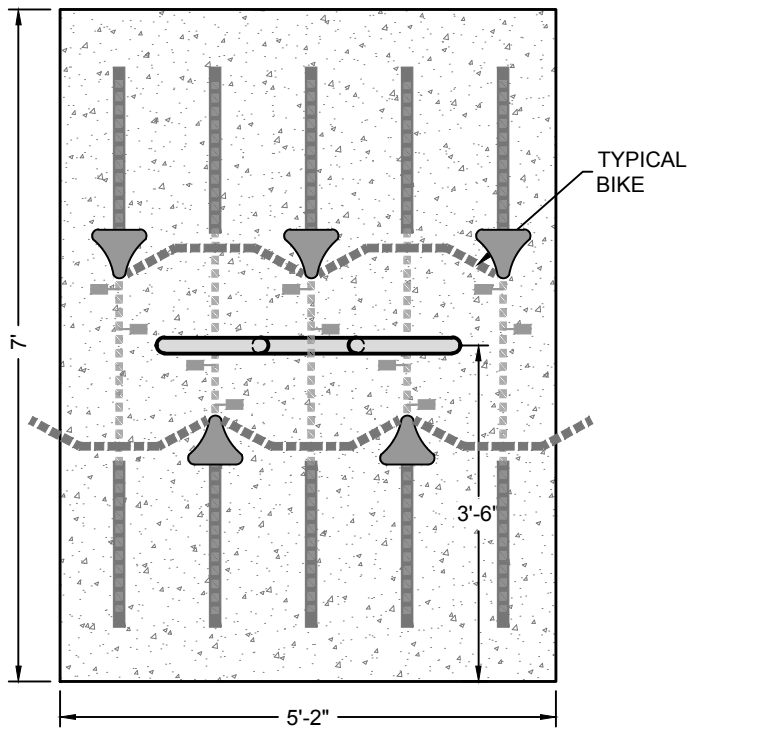
MODIFIED TYPE "F" CURB & GUTTER

NOT TO SCALE



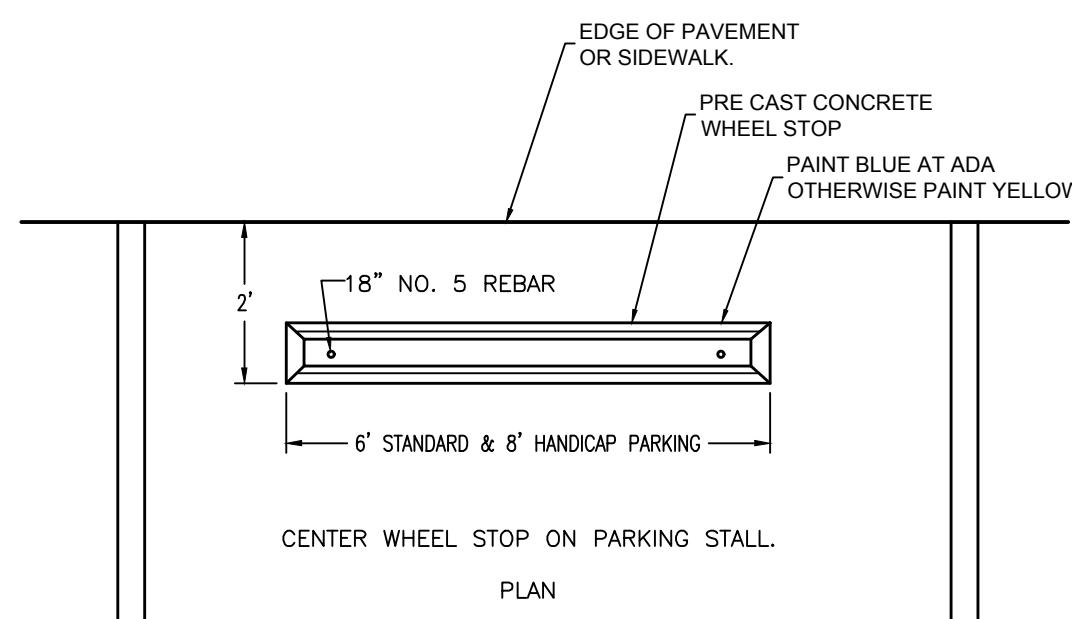
TYPICAL ADA SIDEWALK RAMP

NOT TO SCALE



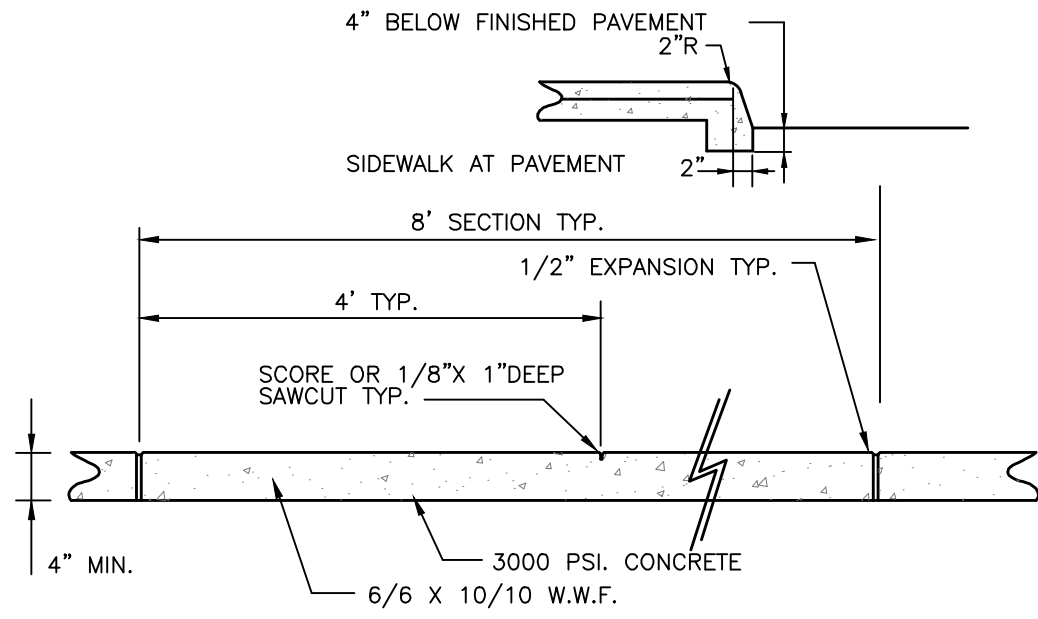
BICYCLE RACK DETAIL

NOT TO SCALE



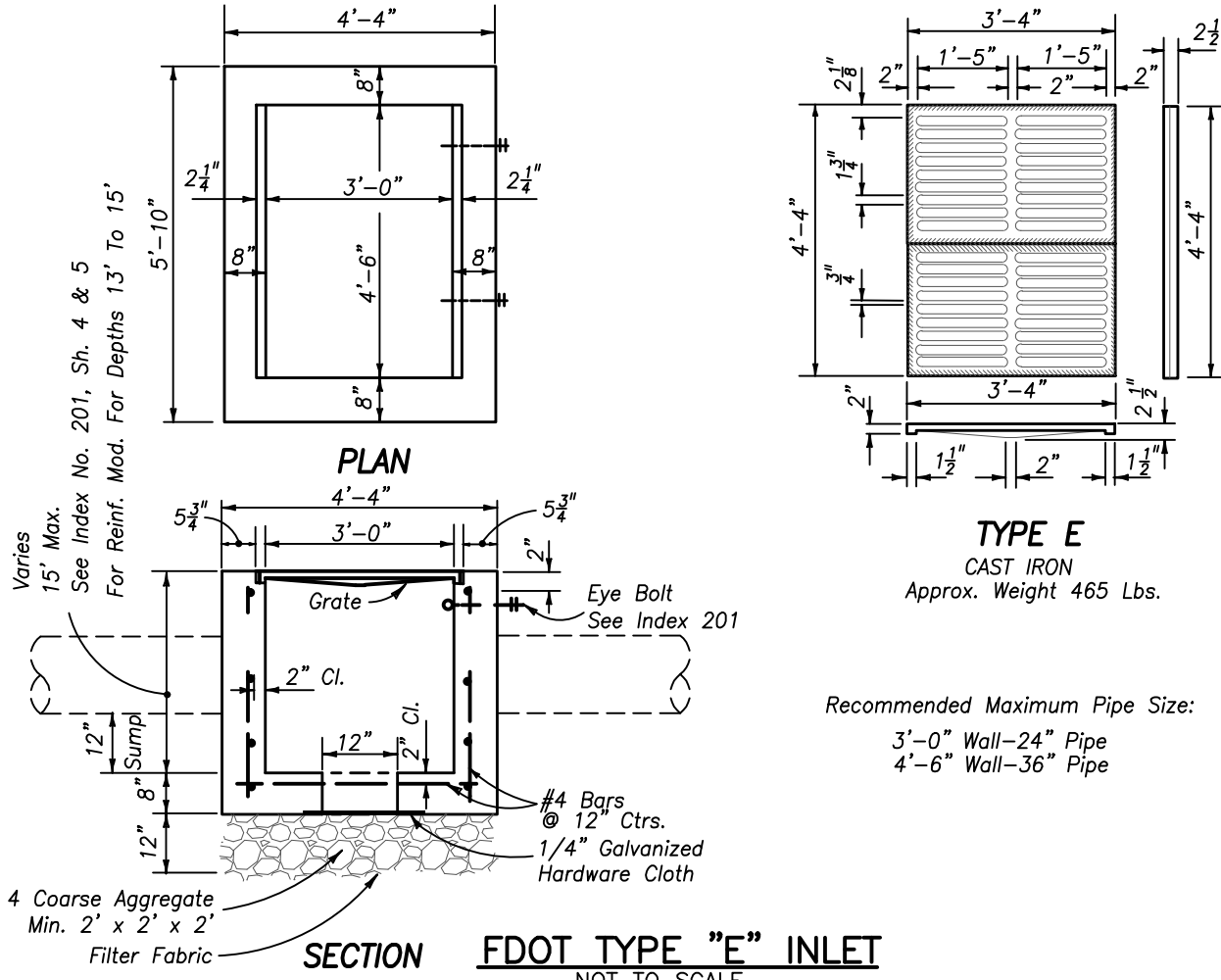
WHEEL STOP DETAIL

NOT TO SCALE



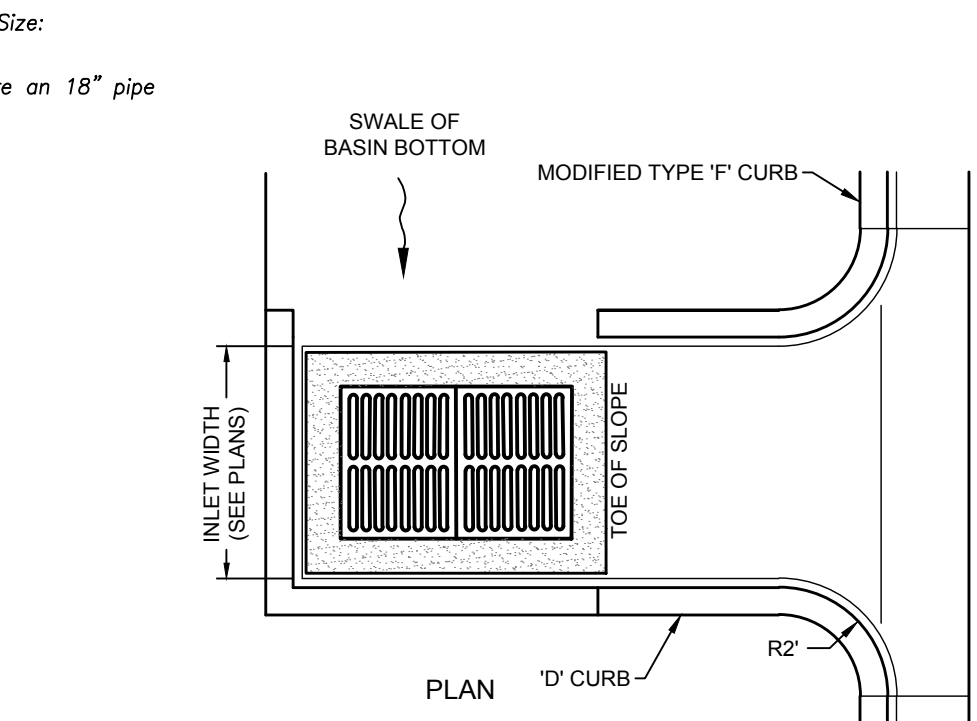
CONCRETE SIDEWALK DETAIL

NOT TO SCALE



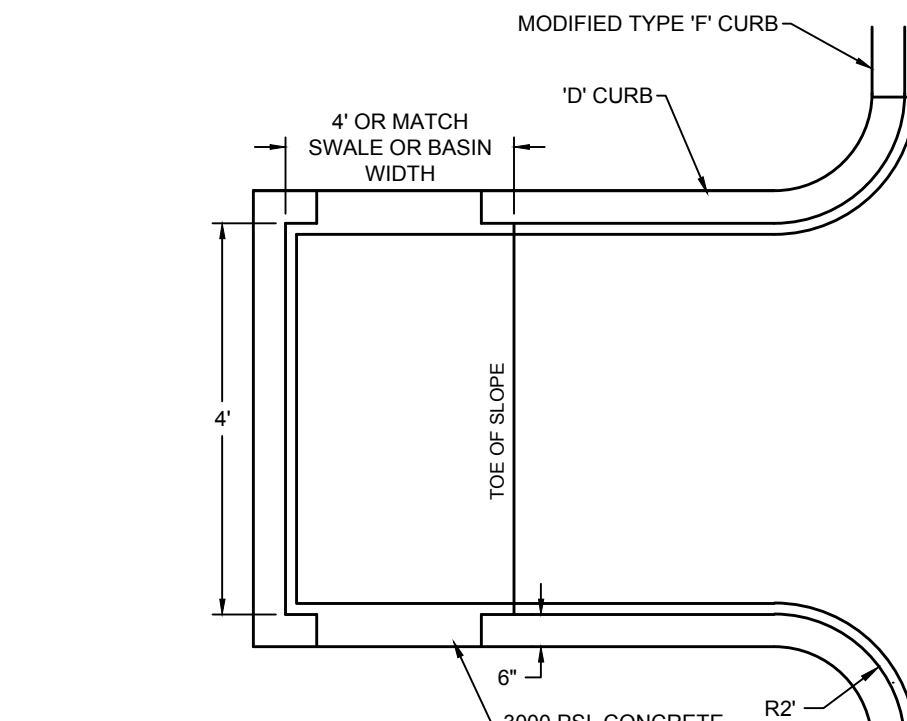
FDOT TYPE "E" INLET

NOT TO SCALE



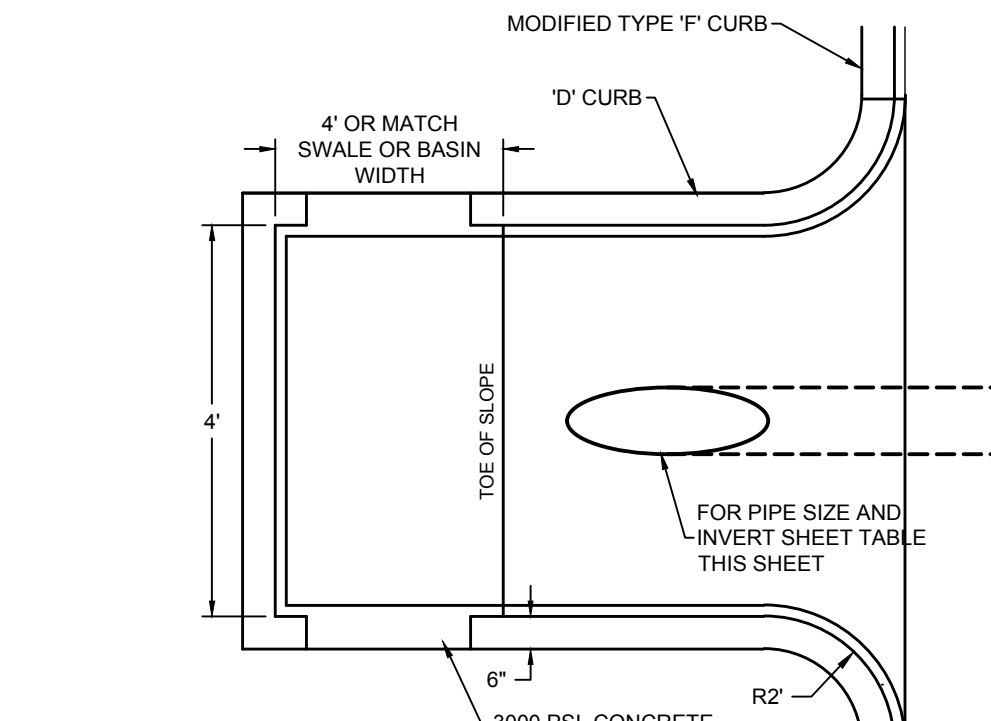
CURB FLUME WITH INLET DETAIL

NOT TO SCALE



CURB FLUME DETAIL

NOT TO SCALE



CURB FLUME WITH MITER PIPE DETAIL

NOT TO SCALE

REV	DATE	BY	REVISIONS
2	02 FEB 24	REF/JHS	SDC UPDATED
A	21 OCT 22	REF/JNL	REVISED PER DESTIN CR No1
NOT RELEASED FOR CONSTRUCTION BY: DATE:			

SCALE: AS NOTED
DESIGNED BY: JHS
DRAWN BY: REF
REVIEWED BY: WBT
ISSUE DATE: APRIL 2022
ACAD FILE NAME: 133802B E2.dwg

PANHANDLE ENGINEERING
ENVIRONMENTAL ENGINEERS • CIVIL ENGINEERS • LAND PLANNERS
600 Ohio Avenue Lynn Haven, Florida 32444
(850)763-5200 www.panhandleengineering.com

CONSTRUCTION NOTES & DETAILS
DESTIN VILLAS
HOTEL
DESTIN, FLORIDA

James H. Slorina, P.E. 30197 Christopher B. Fontana, P.E. 58028 J. Doug Crook, P.E. 66556 Watt Z. Lewis, P.E. 94236 William B. Thompson, P.E. 95046

PROFESSIONAL ENGINEER
FLORIDA
NO. 95046
9-26-24
STATE OF FLORIDA

SHEET NUMBER
12
PROJECT NUMBER
133802B

DPR CERTIFICATION #EB-7806

UTILITY CONSTRUCTION NOTES:

WATER MAIN INSTALLATION RELATED ITEMS:

- DESTIN WATER USERS WILL HOT TAP THE PUBLIC WATER MAIN UTILIZING MATERIALS PROVIDED BY OWNERS GENERAL CONTRACTOR. A MINIMUM 24 HR NOTICE IS REQUIRED.
- ALL WATER MAINS SHALL BE INSTALLED ACCORDING TO ENGINEERING PLANS AND SPECIFICATIONS
- ALL VALVES AND MATERIALS SHALL COMPLY WITH AWWA (AMERICAN WATER WORKS ASSOCIATION) STANDARDS, LATEST EDITION.
- ALL PVC WATER MAINS SIZES 4" TO 12" SHALL BE AWWA C900 DR 18, COLOR BLUE. ALL PVC WATER MAINS SIZES 3" AND LESS SHALL BE ASTM D2241 SDR 21, COLOR BLUE. ALL WATER SERVICE SIZES 2" AND LESS SHALL BE PE FLEXIBLE TUBING PE4710 SDR 9 CTS, COLOR BLUE. ALL DUCTILE IRON WATER MAINS SHALL BE SIZES 4" TO 12" SHALL BE AWWA C151 GLASS 350 WITH CEMENT LINING.
- ALL MAIN LINE VALVES (2"-16") SHALL BE RESILIENT SEATED GATE VALVES.
- ALL WATER MAINS SHALL HAVE A MINIMUM OF 36" COVER. IN DITCH BOTTOMS, WATER MAINS AND SERVICE LINES SHALL BE A MINIMUM OF 5.0' BELOW THE BOTTOM.
- ALL MAINS AND SERVICE LINES SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA C651. PRESSURE TESTING SHALL BE IN ACCORDANCE WITH AWWA C600. CONTRACTOR SHALL NOTIFY CITY'S ENGINEER WITHIN 48 HOURS OF PRESSURE TESTING. NO EXCEPTIONS. CITY'S ENGINEER SHALL BE PRESENT DURING BACTERIOLOGICAL SAMPLING AND PRESSURE TESTING. ALL WATER MAINS SHALL BE FLUSHED @ 3 FT PER SECOND AND 6 TIMES THE PIPE VOLUME SHALL BE FLUSHED.
- ALL VALVE BOXES SHALL BE INSTALLED PER DETAIL SHOWN AND SET FLUSH TO FINISH GRADE. PRE-CAST VALVE PADS SHALL NOT BE USED. ALL VALVE BOX RISERS SHALL BE DUCTILE IRON AND NOT PVC.
- ALL PIPE AND BACKFILL SHALL BE INSTALLED IN DRY CONDITIONS. WELL POINTING OR AWWA TYPE 5 PIPE EMBEDMENT MAY BE REQUIRED AT THE DIRECTION OF THE ENGINEER.
- WHERE THERE IS LESS THAN 12" CLEARANCE BETWEEN PVC/DI PIPE AND OTHER PIPE OR SPECIFIED AREAS, THE PIPE SHALL BE CONCRETE ENCASED WITH 6" THICKNESS AROUND THE PIPE AND 6" CLEARANCE EACH WAY IN THE AXIAL DIRECTION.
- THE CONTRACTOR SHALL USE RESTRAINED JOINT PIPE FOR ALL BENDS, TEES, VALVES, AND TRANSITION FITTINGS.
- ALL WATER MAIN SHALL BE INSTALLED WITH INSULATED 12 GA. TRACER WIRE AND LOCATOR TAPE SHALL ON TOP OF ALL PIPE, WHICH INCLUDES SERVICE CONNECTIONS. ALL LOCATING WIRE SHALL BE CONNECTED AND SHALL TERMINATE IN VALVE BOXES AND METER BOXES AS SHOWN IN THE DETAILS. LOCATOR TAPE SHALL BE MARKED "POTABLE WATER BELOW AND INSTALLED 12" TO 18" ABOVE THE PIPE.
- THE CONTRACTOR SHALL PROVIDE ALL FITTINGS, SLEEVES AND TRANSITION ADAPTERS AS NECESSARY TO COMPLETE THIS PROJECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY WATER SERVICE.

SANITARY SEWER FORCE MAIN INSTALLATION RELATED ITEMS:

- ALL SANITARY SEWER FORCE MAINS SHALL BE INSTALLED ACCORDING TO ENGINEERING PLANS AND SPECIFICATIONS
- ALL VALVES AND MATERIALS SHALL COMPLY WITH AWWA (AMERICAN WATER WORKS ASSOCIATION) STANDARDS, LATEST EDITION.
- ALL PVC PIPE LESS THAN 4" SHALL BE ASTM D2241 SDR-21 (200PSI). ALL PVC PIPE SIZES 4" TO 8" SHALL BE AWWA C900 DR 18 (PC 235). ALL PVC PIPE SIZES 10" TO 12" SHALL BE AWWA C900 DR25 (PC 165). ALL PVC PIPE GREATER THAN 12" SHALL BE AWWA C905 DR25 (PC 160).
- ALL HDPE PIPE LESS THAN 4" SHALL BE AWWA C901 SDR9 IPS. ALL HDPE PIPE LARGER THAN 4" SHALL BE AWWA C906 SDR11 IPS.
- ALL SANITARY SEWER FORCE MAINS SHALL BE COLOR GREEN.
- ALL FORCE MAIN VALVES (4"-12") SHALL BE EPOXY COATED RESILIENT SEATED GATE VALVES.
- ALL SANITARY SEWER FORCE MAINS SHALL HAVE A MINIMUM OF 36" COVER. IN DITCH BOTTOMS, WATER MAINS AND SERVICE LINES SHALL BE A MINIMUM OF 5.0' BELOW THE BOTTOM.
- ALL FORCE MAINS SHALL BE HYDROSTATICALLY TESTED PER AWWA STANDARD C600 (LATEST EDITION) AT 100 PSIG (MINIMUM) FOR TWO HOURS. CONTRACTOR SHALL NOTIFY CITY'S ENGINEER WITHIN 48 HOURS OF PRESSURE TESTING. NO EXCEPTIONS.
- ALL FORCE MAINS SHALL BE FLUSHED @ 3 FT PER SECOND AND 6 TIMES THE PIPE VOLUME (MINIMUM).
- ALL VALVE BOXES SHALL BE INSTALLED PER DETAIL SHOWN AND SET FLUSH TO FINISH GRADE. PRE-CAST VALVE PADS SHALL NOT BE USED. ALL VALVE BOX RISERS SHALL BE DUCTILE IRON AND NOT PVC.
- ALL PIPE AND BACKFILL SHALL BE INSTALLED IN DRY CONDITIONS. WELL POINTING OR CLASS 1 PIPE EMBEDMENT MATERIAL (#67 CRUSHED OR GRATED LIMESTONE OR APPROVED EQUAL) MAY BE REQUIRED AT THE DIRECTION OF THE ENGINEER.
- THE CONTRACTOR SHALL USE RESTRAINED JOINT PIPE FOR ALL BENDS, TEES, VALVES, AND TRANSITION FITTINGS.
- ALL FORCE MAIN SHALL BE INSTALLED WITH INSULATED 12 GA. TRACER WIRE AND LOCATOR TAPE SHALL ON TOP OF ALL PIPE. ALL LOCATING WIRE SHALL BE CONNECTED AND SHALL TERMINATE IN VALVE BOXES AS SHOWN IN THE DETAILS. LOCATOR TAPE SHALL BE MARKED "SANITARY SEWER BELOW" AND INSTALLED 12" TO 18" ABOVE THE PIPE.
- THE CONTRACTOR SHALL PROVIDE ALL FITTINGS, SLEEVES AND TRANSITION ADAPTERS AS NECESSARY TO COMPLETE THIS PROJECT.

GRAVITY SEWER INSTALLATION RELATED ITEMS:

- ALL GRAVITY SEWER PIPE, MANHOLES, SERVICE LATERALS AND PIPE BEDDING SHALL BE INSTALLED ACCORDING TO ENGINEERING DRAWINGS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING SEWER MAINS AND SEWER LATERALS TO BE CONNECTED TO PRIOR TO CONSTRUCTION.
- ALL GRAVITY SEWER PIPE SHALL BE PVC UNLESS SPECIFIED OTHERWISE. ALL PVC PIPE SIZES 4" TO 15" AND DEPTHS UP TO 10 FEET SHALL BE ASTM D3034 SDR-35. DEPTHS GREATER TO 10 FEET SHALL BE ASTM D3034 SDR-26. ALL PVC PIPE SIZES 18" TO 27" AND DEPTHS UP TO 10 FEET SHALL BE F679 SDR-35. DEPTHS GREATER TO 10 FEET SHALL BE F679 SDR-26.
- ALL SEWER SERVICE LATERAL CONNECTIONS SHALL BE INSTALLED A MINIMUM OF 5 FEET FROM THE NEAREST MANHOLE AND HAVE A 2 FEET MINIMUM SEPARATION BETWEEN MANHOLE. ALL SEWER SERVICE LATERALS CONNECTIONS TO NEW PVC SEWER PIPE SHALL BE MADE WITH GASKETED PVC TEE OR WYE FITTINGS. SADDLE CONNECTIONS SHALL NOT BE ALLOWED.
- ALL SEWER SERVICE LATERALS SHALL BE 4 INCHES UNLESS NOTED OTHER WISE. THE MINIMUM SEWER SERVICE LATERAL PIPE SLOPE SHALL BE: 4 INCHES=2%; 6 INCHES= 1%; 8 INCHES=0.5%.
- LOCATOR TAPE SHALL BE INSTALLED 12" TO 18" ABOVE ALL GRAVITY SEWER MAINS AND SERVICE LATERALS AND LOCATOR TAPE SHALL BE MARKED "SANITARY SEWER BELOW".
- ALL CONNECTIONS TO EXISTING SEWER MAINS AND LATERALS OF DISSIMILAR MATERIALS SHALL BE MADE WITH STRONG BACK FLEXIBLE REPAIR COUPLINGS.
- MANHOLES SHALL BE A MINIMUM FOUR (4) FOOT DIAMETER AND CONSTRUCTED PER THE STANDARDS AND SPECIFICATIONS.
- MANHOLE RING AND COVERS SHOULD BE 3 INCHES ABOVE GRADE IN UNPAVED AREAS. FIBERGLASS OR STAINLESS STEEL MANHOLE COVER INSERTS ARE REQUIRED AT ALL MANHOLES WITH RIM ELEVATIONS BELOW 7 FEET NGVD.
- ALL MANHOLE BENCHES SHALL BE REPAIRED OR REPLACED AS NECESSARY TO HAVE SMOOTH TRANSITIONS THROUGH MANHOLE.
- ALL GRAVITY SEWER PIPING SHALL BE TESTED IN ACCORDANCE WITH UN-8-6-98, UNIBELL PVC PIPE CORPORATION. CONSTANT PRESSURE OF 4.0 PSIG (GREATER THAN THE GROUNDWATER BACK PRESSURE).
- ALL GRAVITY SEWER PIPE (MAINS AND LATERALS) SHALL HAVE AIR TEST AND COLOR CCTV INSPECTION COMPLETED AND APPROVED BY THE ENGINEER PRIOR TO ROADWAY RESURFACING.
- CCTV INSPECTIONS SHALL BE COMPLETED IMMEDIATELY AFTER FLUSHING WITH CLEAN WATER. ANY DEBRIS ENCOUNTERED WILL RESULT IN A FAILED INSPECTION AND PRESSURE TEST.
- GRAVITY SEWER PIPE SAGS SHALL NOT EXCEED MORE THAN 10% OF THE PIPE DIAMETER.
- ALL GRAVITY SEWER LINES MUST BE VIDEOED AFTER SYSTEM IS COMPLETE AND REVIEWED AND APPROVED BY THE CITY. VIDEOS MUST BE DIGITAL FORMAT WITH SYSTEM LOCATION MAP AND INCLUDE IDENTIFICATION FOR EACH MANHOLE AND SEGMENT OF PIPE. EACH JOINT SHOULD BE ABLE TO BE VISIBLY INSPECTED THE ENTIRE 360 DEGREES PERIMETER AND ALL LATERAL CONNECTIONS SHOULD BE DRAWN.

UTILITY TRENCHES - TESTING NOTES AND SCHEDULE:

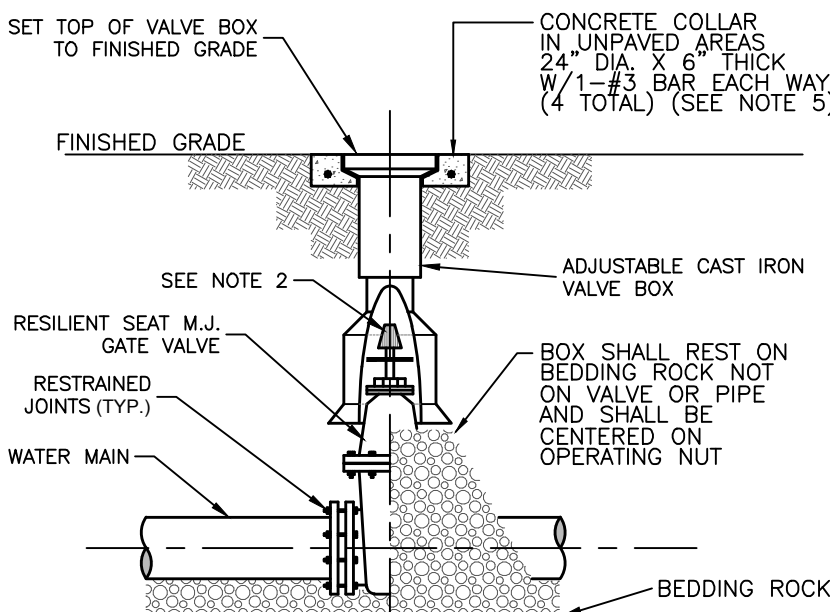
- COPIES OF TEST REPORTS FOR ASPHALT, SUBGRADE, FILL, AND BACKFILL UNDER ROADWAYS AND STRUCTURES, AND UTILITY TRENCHES SHALL BE PROVIDED DIRECTLY TO THE ENGINEER FOR APPROVAL. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE TESTING AND INSURE THAT ALL APPLICABLE TESTS HAVE BEEN PERFORMED. FAILURE TO OBTAIN TEST RESULTS AT ANY POINT OF CONSTRUCTION WILL REQUIRE THE REMOVAL OF THE IMPROVEMENT AND REPLACEMENT BY THE CONTRACTOR. IT SHOULD BE NOTED THAT THE ENGINEER WILL REQUIRE COMPACTION TESTING IN ACCORDANCE WITH THE TESTING SCHEDULE FOR UTILITY TRENCH FILL AND BACKFILL.
- TESTING REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE TESTING SCHEDULE CONTAINED WITHIN THESE PLANS. SELECTION AND CONTRACTING WITH THE TESTING FIRMS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND SCHEDULE ALL TESTS.

DENSITY TESTING SCHEDULE:

ITEM	DENSITY REQUIREMENT	DENSITY TEST FREQUENCY
UTILITY TRENCH FILL & BACKFILL	90% STANDARD DENSITY	PER SOIL TYPE ONE PER 500 LF HORIZONTAL OR ONE PER 750 SY WITH A MINIMUM OF 3 TESTS, ALTERNATING LIFTS (12") ONE PER SOIL TYPE
FILL & BACKFILL UNDER ROADWAYS AND STRUCTURES	98% OF STANDARD DENSITY	PER SOIL TYPE ONE PER 200 LF HORIZONTAL OR ONE PER 750 SY WITH A MINIMUM OF 3 TESTS (PER SECTION OF WORK), ALTERNATING LIFTS (12") ONE PER SOIL TYPE
SUBGRADE UNDER ROADWAYS AND STRUCTURES	98% OF MAXIMUM DENSITY, MODIFIED PROCTOR	ONE PER SITE OR AT MATERIAL CHANGES PER SOIL TYPE ONE PER 200 LF HORIZONTAL OR ONE PER 750 SY WITH A MINIMUM OF 3 TESTS (PER SECTION OF WORK)
LIMEROCK BASE UNDER ROADWAYS AND STRUCTURES	98% OF MAXIMUM DENSITY, MODIFIED PROCTOR	ONE PER SITE OR AT MATERIAL CHANGES ONE PER 200 LF HORIZONTAL OR ONE PER 1200 SY WITH A MINIMUM OF 3 TESTS (PER SECTION OF WORK)

SPECIAL NOTES:

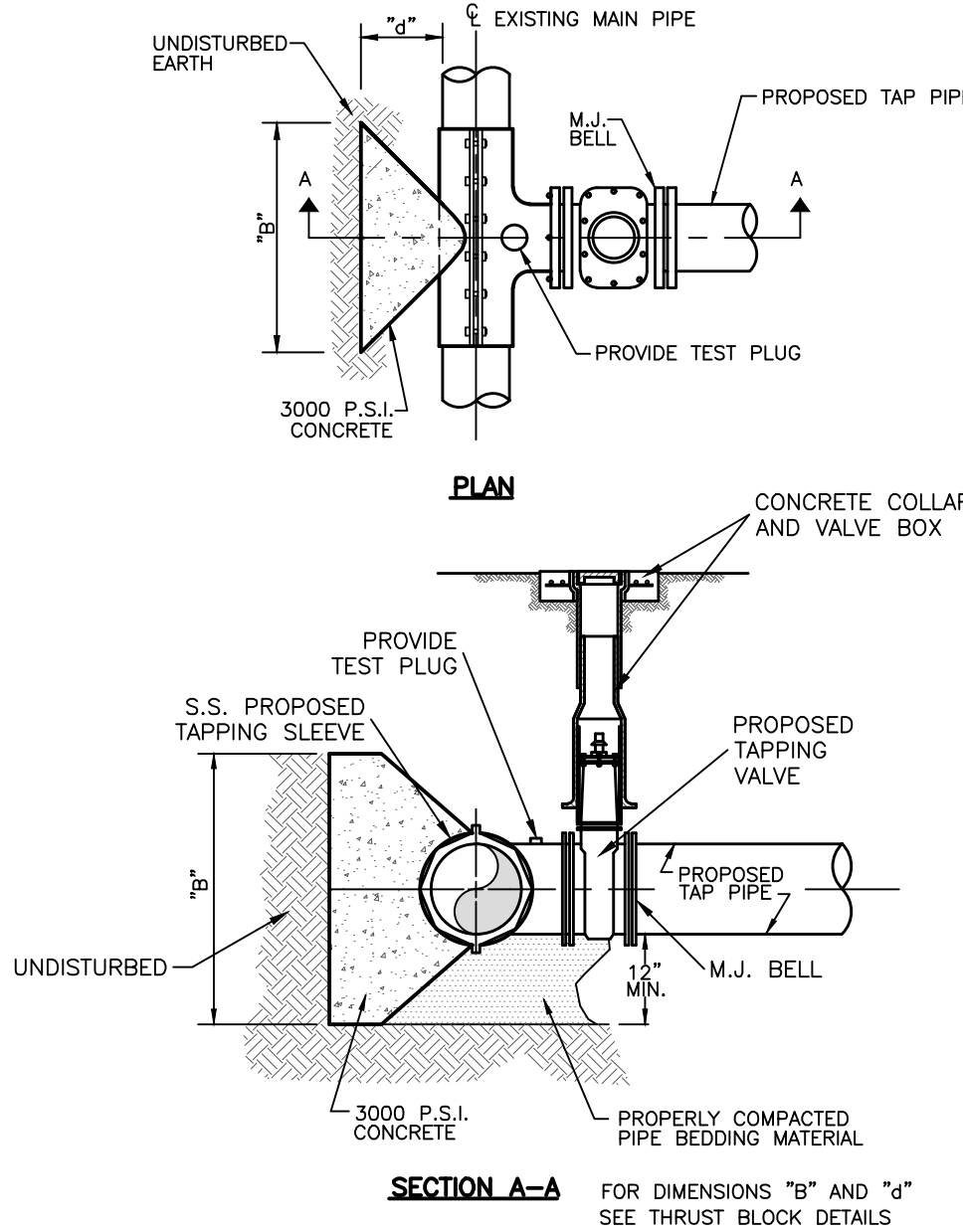
- CONTRACTOR SHALL EXCAVATE AND VERIFY THE EXISTING WATER MAIN LOCATIONS AND SIZE PRIOR TO SCHEDULING WATER OUTAGE FOR CONNECTION.
- CONTRACTOR SHALL CUT AND REMOVE ASPHALT ROADWAYS AS NECESSARY TO INSTALL NEW WATER MAINS, WATER SERVICE LINES AND OTHER REQUIRED UTILITY IMPROVEMENTS.
- ALL ROADWAYS AND DRIVEWAYS SHALL BE COMPACTED AND MAINTAINED DURING CONSTRUCTION SO RESIDENCE CAN HAVE ACCESS AT ALL TIMES. ALL TEMPORARY STABILIZATION SHALL BE SMOOTH AND LEVEL.
- PIPE TESTING SHALL BE PERFORMED WITHIN ONE WEEK OF COMPLETING UTILITY IMPROVEMENTS IN ANY SECTION. SEE TEST SCHEDULE FOR MORE REQUIREMENTS.
- ALL ROADWAY, DRIVEWAY AND SIDEWALK RESTORATION SHALL BE COMPLETED WITHIN ONE WEEK OF SUCCESSFUL PIPE TESTING IN ANY SECTION.
- ALL DISTURBED YARD AND GRASSED AREAS SHALL BE SODED WITH CENTPEDE.
- CONTRACTOR WILL BE RESPONSIBLE FOR REPLACING DAMAGED SECTIONS OF CONCRETE CURB.
- COST FOR ALL NECESSARY REMOVAL AND REPLACEMENT OF DRIVEWAYS, SIDEWALKS, AND CURBS SPECIFIED ON CONSTRUCTION DRAWINGS SHALL BE INCLUDED IN LUMP SUM BID PRICE FOR EACH SECTION.
- CONTRACTOR SHALL REMOVE AND REPLACE ALL TREES, SHRUBS AND IRRIGATION DAMAGED DURING CONSTRUCTION. CONTRACTOR SHALL SUBMIT A WORK CHANGE DIRECTIVE PRIOR TO CONSTRUCTION FOR ANY ADDITIONAL COST FOR WORK REQUIRED IN LANDSCAPED AREAS.
- CONTRACTOR SHALL PROVIDE FITTINGS AS NECESSARY TO MAINTAIN WATER MAIN SEPARATION REQUIREMENTS. CONTRACTOR SHALL RESTRAIN ALL WATER MAINS JOINTS WHERE 6" HORIZONTAL SEPARATIONS CANNOT BE MAINTAINED BETWEEN EXISTING SEWER AND STORMWATER UTILITIES.
- CONTRACTOR SHALL COMPLETE WATER SERVICE CONNECTIONS TO EXISTING METERS AFTER NEW WATER MAINS HAVE BEEN CERTIFIED AND PLACED INTO SERVICE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITY OWNER TO STABILIZE POWER POLES AS THEY ARE ENCOUNTERED THROUGHOUT THE ENTIRE PROJECT.
- REMOVAL AND REPLACEMENT OF EXISTING DRIVEWAYS AND DRIVEWAY CULVERTS SHALL BE INCLUDED IN THE BID PRICE. NEW DRIVEWAYS SHALL MATCH EXISTING MATERIALS.
- REMOVAL AND REPLACEMENT OF EXISTING SIGNS, MAILBOXES, SODDING, IRRIGATION, LANDSCAPING, STRUCTURES, ETC. SHALL BE INCLUDED IN THE BID PRICE.
- COMPACTION TESTING SHALL BE PERFORMED AT EACH ROADWAY CUT FOR SERVICE LATERALS AND PER FOOT SPECIFICATIONS FOR ROAD RECONSTRUCTION AND SHALL BE INCLUDED IN THE BID PRICE.
- BASE AND BACKFILL MATERIALS SHALL BE EITHER OF THE SAME TYPE AND COMPOSITION AS THE MATERIALS REMOVED, OR OF EQUAL OR GREATER STRUCTURAL ADEQUACY. MATERIALS CONTAMINATED WITH DELETERIOUS SUBSTANCES DURING EXCAVATION SHALL NOT BE USED FOR FILL.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING UTILITIES INCLUDING RECONNECTING ALL WATER AND SEWER SERVICES DAMAGED/BROKEN DURING THE INSTALLATION ON ALL PROPOSED UTILITIES AND OTHER IMPROVEMENTS, WITH NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR SHALL AVOID OR MINIMIZE THE DISTURBANCE OF EXISTING TREES DURING THE INSTALLATION OF ALL WATER MAINS AND OTHER PROPOSED IMPROVEMENTS WITHIN THE RIGHT OF WAY AND EASEMENTS. IF TREES ARE DAMAGED OR REQUIRED TO BE MOVED, THEY SHALL BE REPLACED WITH TREES OF SIMILAR SIZE AND SPECIES WITH NO ADDITIONAL COST TO THE OWNER. IF APPLICABLE, THE CONTRACTOR MAY USE THE DIRECTIONAL BORE (FOR PRESSURE PIPE) OR JACK AND BORE (FOR GRAVITY PIPE) METHODS IN LIEU OF OPEN CUTTING TO AVOID IMPACTS AT CONTRACTORS EXPENSE.
- THE CONTRACTOR SHALL DIRECTIONAL BORE AND INSTALL HDPE PIPE UNDER ROADWAYS, DRIVEWAYS, DITCH CROSSINGS, ETC. AS SHOWN ON THE PLANS. CONTRACTOR SHALL DETERMINE NECESSARY HDPE PIPE LENGTHS, BORE ENTRY/ EXIT POINTS AND BORE PITS TO COMPLETE DIRECTIONAL BORE INSTALLATIONS.
- CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL EXISTING WATER MAINS AND SERVICE LINES EXCAVATED DURING THE INSTALLATION OF THE PROPOSED WATER SYSTEM IMPROVEMENTS. ALL ABANDONED SECTIONS OF NON-EXCAVATED EXISTING WATER MAIN SHALL BE FLOWABLE FILLED. ALL DEMOLITION AND FLOWABLE FILL WORK SHALL BE INCLUDED IN THE BID PRICE.
- CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A MAINTENANCE OF TRAFFIC PLAN PRIOR TO COMMENCEMENT OF CONSTRUCTION. SIGNAGE SHALL BE MAINTAINED AT ALL TIMES AND SHALL BE INCLUDED IN THE BID PRICE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BY-PASS PUMPING AND SHALL BE INCLUDED IN THE BID PRICE.
- CONTRACTOR SHALL PROVIDE DE-WATERING AS NECESSARY FOR THE INSTALLATION OF ALL PROPOSED IMPROVEMENTS. ALL DE-WATERING SHALL BE INCLUDED IN THE BID PRICE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NPDES PERMIT AND MAINTAINING THE SILT FENCE, INLET PROTECTION, AND ANY OTHER EROSION CONTROL NECESSARY IN THE NPDES PERMIT GUIDELINES.
- THE CONTRACTOR SHALL VIDEO THE ENTIRE ROUTE PRIOR TO CONSTRUCTION AND PROVIDE A COPY TO THE ENGINEER PRIOR TO CONSTRUCTION.



- NOTES:
- PVC EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
 - THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO COME UP TO 4 FOOT DEPTH BELOW FINISHED GRADE.
 - VALVE EXTENSION SHALL HAVE SET SCREW INTO 2" OPERATING NUT.
 - ALL BELOW GRADE NUTS AND BOLTS SHALL BE STAINLESS STEEL.
 - ALL VALVE COVERS TO BE PAINTED WITH EPOXY PAINT: WATERMAIN (BLUE), FORCEMAIN (GREEN), FIREWATER (RED) AND RE-USE (PURPLE)

GATE VALVE AND BOX DETAIL

NOT TO SCALE



SECTION A-A

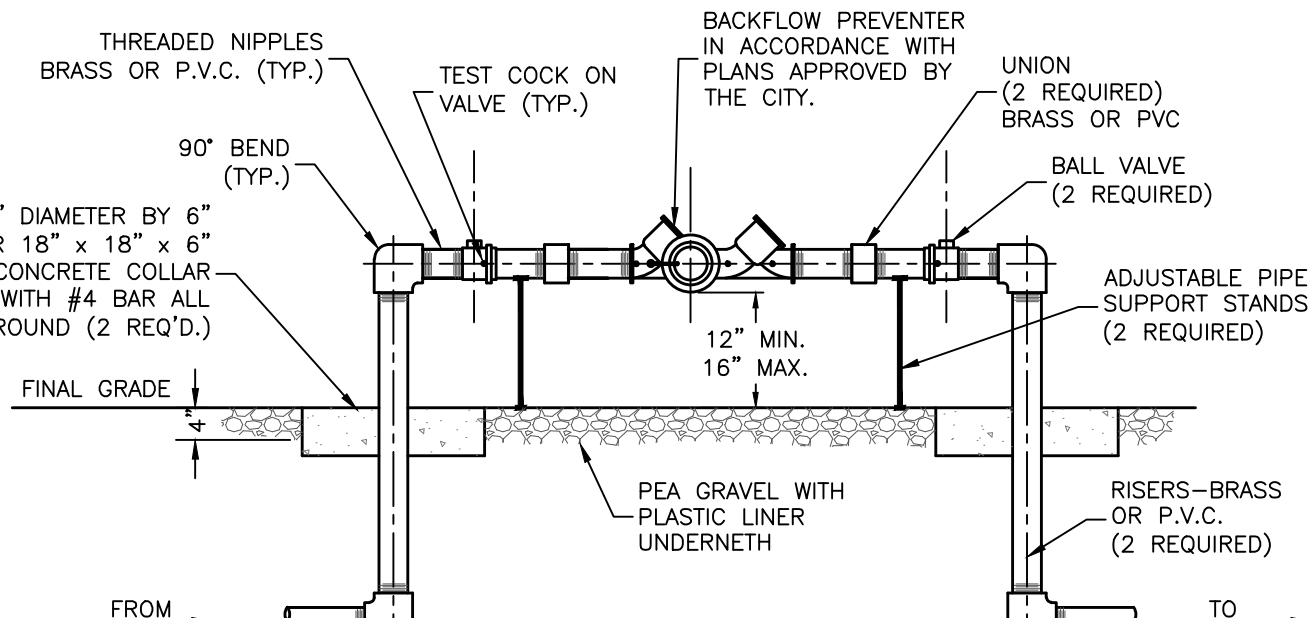
FOR DIMENSIONS "B" AND "D" SEE THRUST BLOCK DETAILS

NOTES:

- NO CUTS SHALL BE MADE BEFORE:
 - A TEST OF 150 OR 200 P.S.I. FOR 60 MINUTES IS MADE.
 - ALL FITTINGS TO BE WRAPPED WITH 20 MIL VISQUEEN AT THRUST BLOCK.
 - ALL TAPS TO BE MADE BY THE CONTRACTOR AND MATERIAL TO BE FURNISHED BY THE CONTRACTOR.
- ALL TAPS MUST BE OF A SMALLER SIZE THAN THE MAIN BEING TAPPED & PLACED NO CLOSER THAN 30" OR A DISTANCE EQUAL TO (1) MAIN PIPE DIAMETER PLUS (2) TAP PIPE DIAMETERS (WHICHEVER IS LARGER) FROM A JOINT OR FITTING.

TAPPING SLEEVE & VALVE BLOCKING DETAIL

NOT TO SCALE



- NOTES:
- ALL PIPE AND FITTINGS 2" AND SMALLER SHALL BE THREADED SCHEDULE 40 PVC OR BRASS.
 - PROVIDE PROTECTION AGAINST FREEZING.
 - TWO PIPE SUPPORTS REQUIRED.
 - ALL ITEMS ABOVE GRADE SHALL HAVE ONE COAT OF APPROVED RUST RESISTANT BLUE ENAMEL PAINT.

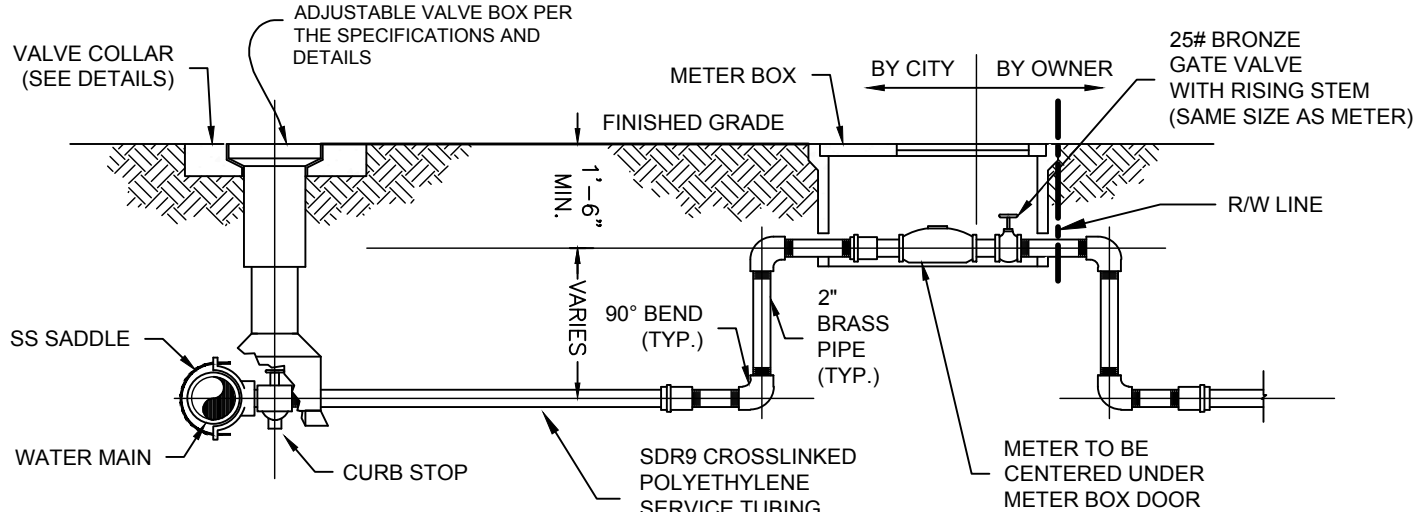
REDUCED PRESURE BACKFLOW PREVENTER FOR 3/4, 1, 1-1/2 & 2"

NOT TO SCALE

NOTES:

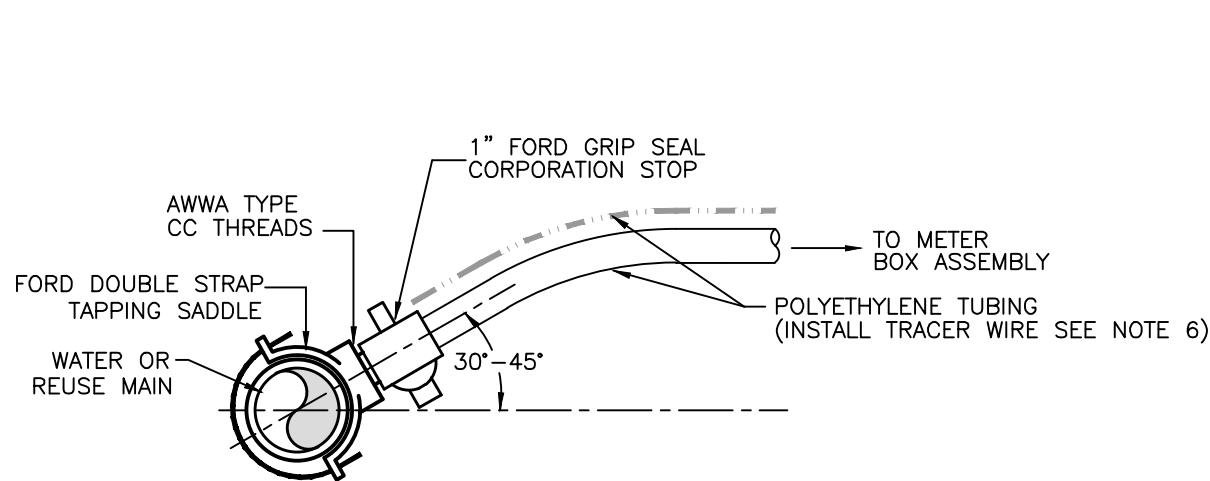
- ALL FITTINGS SHALL BE BRASS WITH COMPRESSION/PACK JOINT TYPE CONNECTIONS.
- NO SERVICE LINE SHALL BE CONSTRUCTED BENEATH OR TERMINATE UNDER A DRIVEWAY.
- AT THE CITY'S DISCRETION EACH SERVICE SHALL TERMINATE AT A 1"x4"x30" STAKE PAINTED WHITE AND MARKED WITH THE NUMBER OF THE LOT TO BE SERVED, OR IN A STANDARD CITY METER BOX.
- VALVES SHALL BE AS APPROVED BY THE CITY.
- CURB STOP SHALL BE A FORD BALL METER VALVE BOX-XXXVII, OR CITY APPROVED EQUAL.
- ALL SERVICE TAPS TO BE LOCATED IN THE FIELD. TAPS WILL NOT BE SET IN DRAINAGE SWALES, EASEMENTS OR SIDEWALKS.
- THE METER AND METER BOX SHALL BE PROVIDED BY THE CITY.
- SERVICES UNDER THE ROADWAY SHALL BE PLACED IN SLEEVES. THE SLEEVE SHALL BE 1.5X THE DIAMETER OF THE SERVICE TUBING.

TYPICAL CITY SERVICE



1 1/2" & 2" WATER METER INSTALLATION

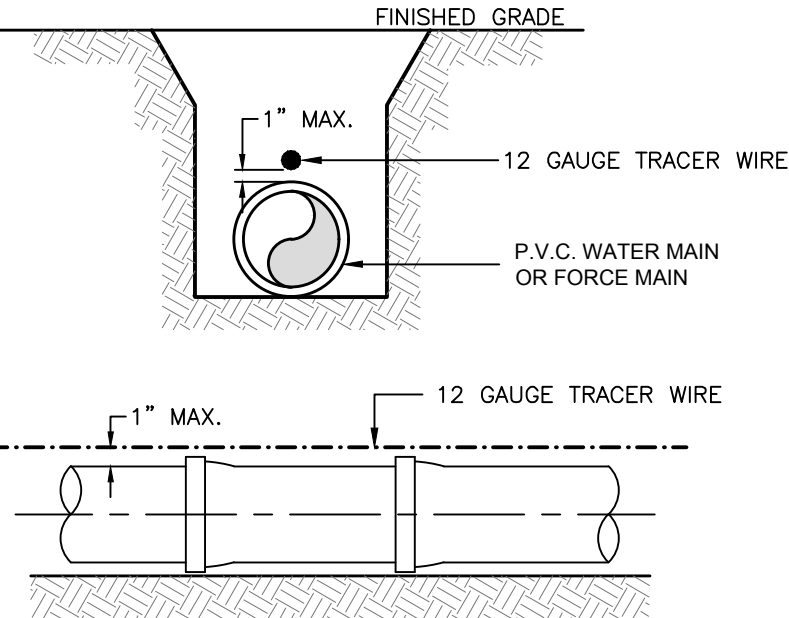
N.T.S.



NOTES:

- ALL FITTINGS SHALL BE BRASS WITH COMPRESSION/PACK JOINT TYPE CONNECTIONS.
- ALL TUBING TO BE 200 PSI.
- ALL CURB STOPS SHALL BE LOCKABLE TYPE FORD GRIP SEAL.
- ALL CORPORATION STOPS SHALL BE FORD GRIP SEAL.
- PROVIDE INSERTS AT ALL CORPORATION AND CURB STOPS.
- 12 GAUGE TRACER WIRE ALONG ENTIRE LENGTH OF TUBING.
- NO SERVICE LINE SHALL TERMINATE UNDER A DRIVEWAY.
- EACH SERVICE SHALL TERMINATE AT A CURB STOP WHICH SHALL BE BURIED APPROXIMATELY 3" BELOW FINAL GRADE AND SHALL BE CLEARLY MARKED WITH A 2" X 18" STAKE WITH THE TOP PAINTED BLUE AND MARKED WITH THE NUMBER OF THE LOT TO BE SERVED AND TYPE OF SERVICE PROVIDED, i.e., POTABLE WATER OR RECLAIMED WATER.

WATER SERVICE CONNECTION DETAIL



NOTES:

- PVC PIPE SHALL REQUIRE INSULATED METALLIC TRACER WIRE (12 GAUGE COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE BURIED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE.
- LOCATING WIRE SHALL TERMINATE AT THE TOP OF EACH VALVE BOX AND BE CAPABLE OF EXTENDING 12" ABOVE TOP OF BOX IN SUCH A MANNER SO AS NOT TO INTERFERE WITH VALVE OPERATION.
- USE DUCT TAPE AS NECESSARY TO HOLD WIRE ON THE TOP OF THE PIPE.
- ALL SPLICES SHALL BE MADE USING A WATER-TIGHT SEALING METHOD APPROVED BY THE CITY.

PVC PIPE LOCATING WIRE DETAIL

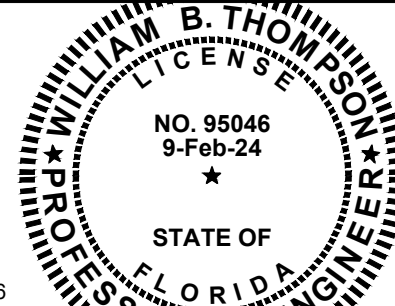
REV	DATE	BY	REVISIONS
1	21 JUN 23	REFJWB	DELETE METERS AT FIREWATER SERVICES
NOT RELEASED FOR CONSTRUCTION BY DATE:			

SCALE: AS NOTED
DESIGNED BY: JHS
DRAWN BY: REF
REVIEWED BY: WBT
ISSUE DATE: APRIL 2022
ACAD FILE NAME: 133802B E2.dwg

PANHANDLE ENGINEERING
ENVIRONMENTAL ENGINEERS • CIVIL ENGINEERS • LAND PLANNERS
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UTILITY DETAILS
DESTIN VILLAS
HOTEL
DESTIN, FLORIDA

James H. Slorina, P.E. 30197
Christopher B. Fontana, P.E. 58028
J. Doug Crook, P.E. 66556
Watt Z. Lewis, P.E. 84236
William B. Thompson, P.E. 95046



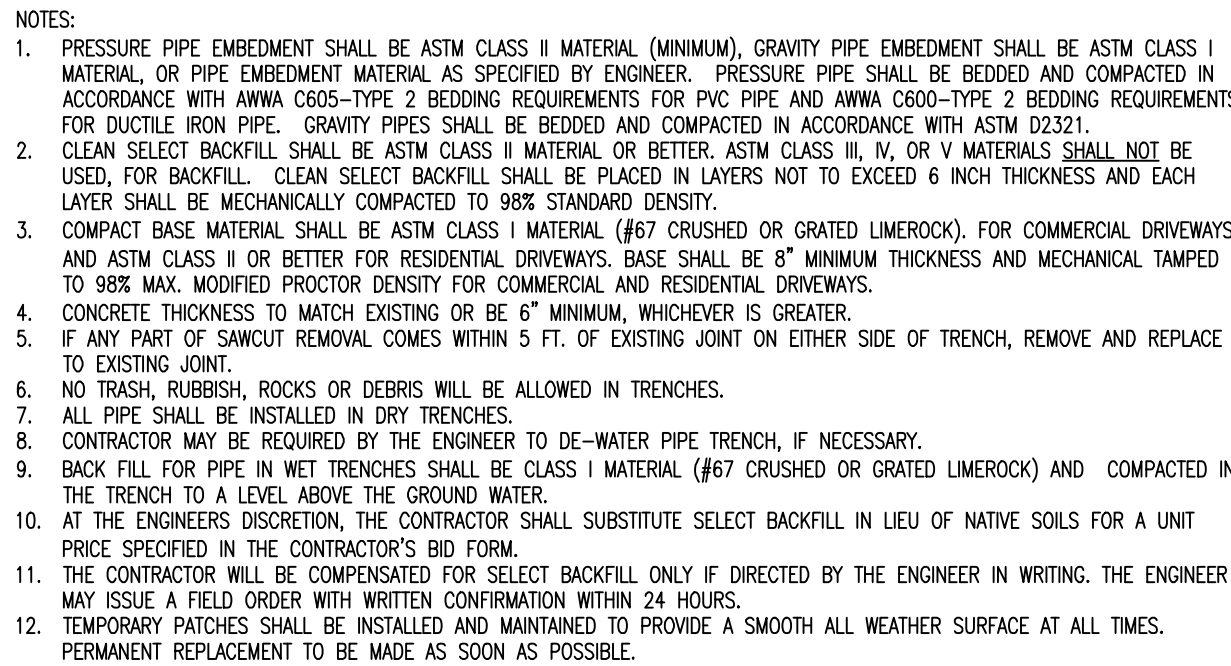
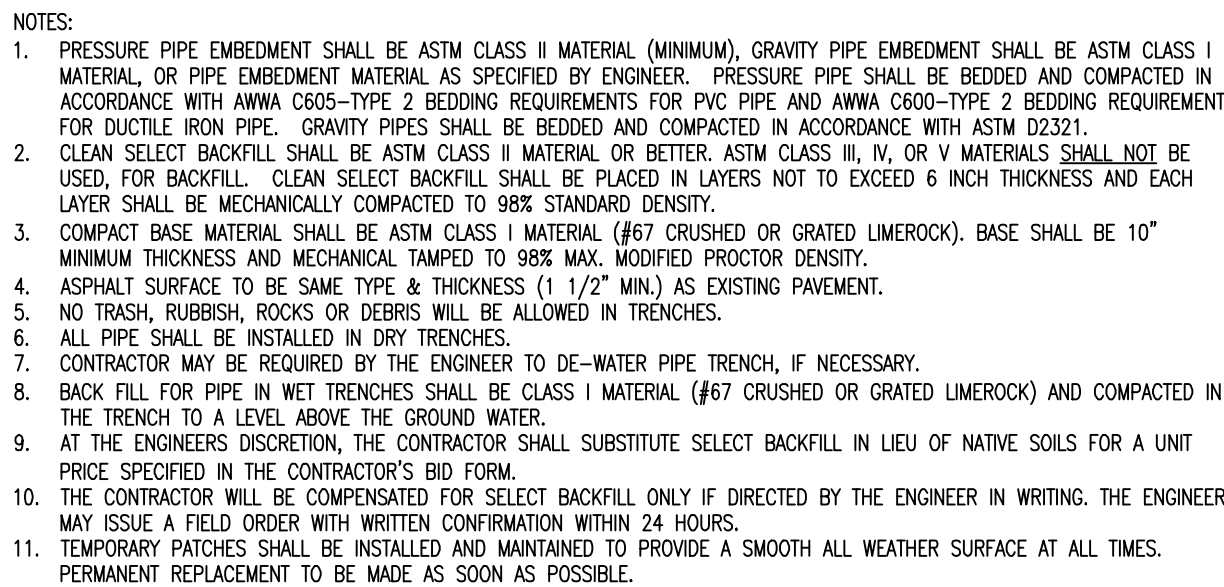
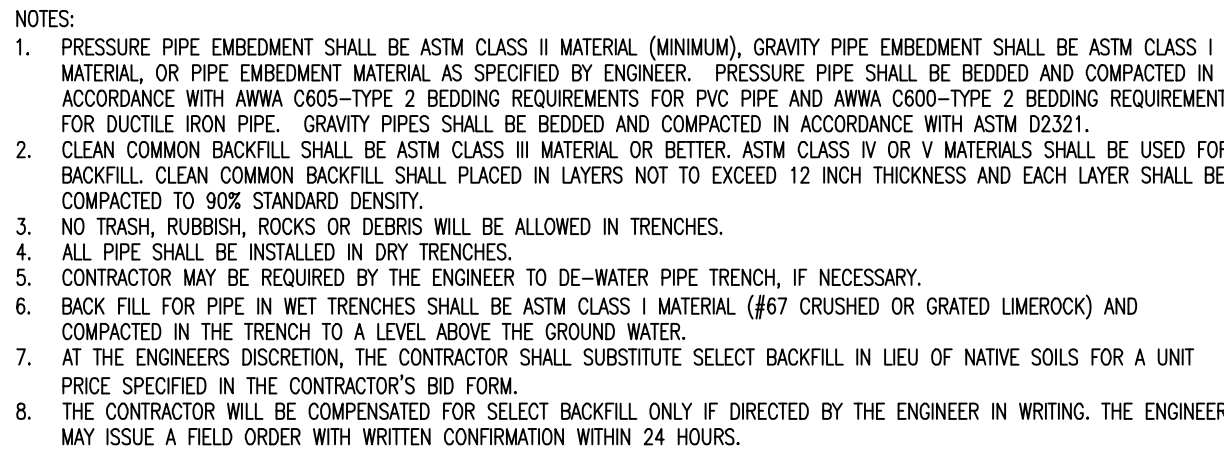
SHEET NUMBER

13

PROJECT NUMBER

133802B

DPR CERTIFICATION #EB-7806

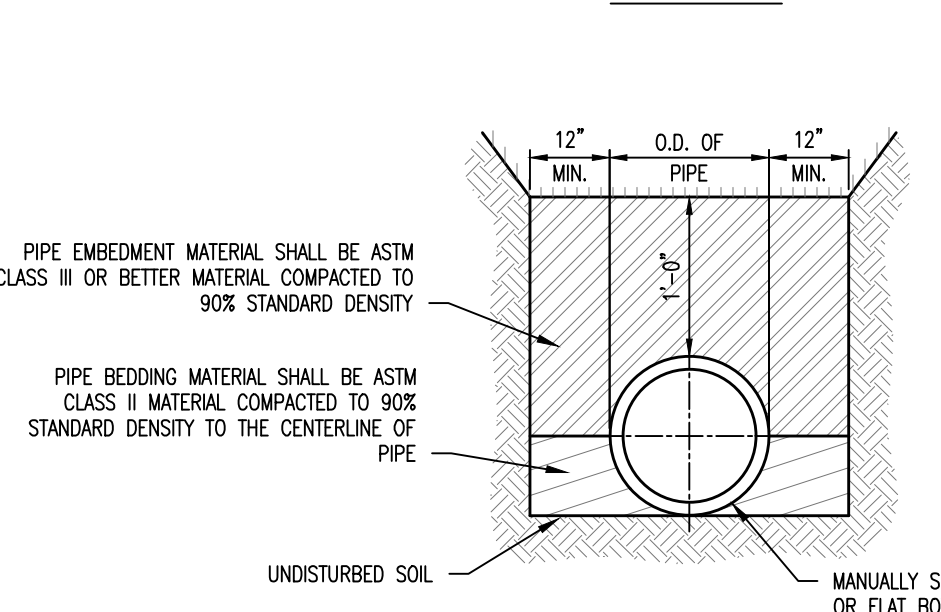


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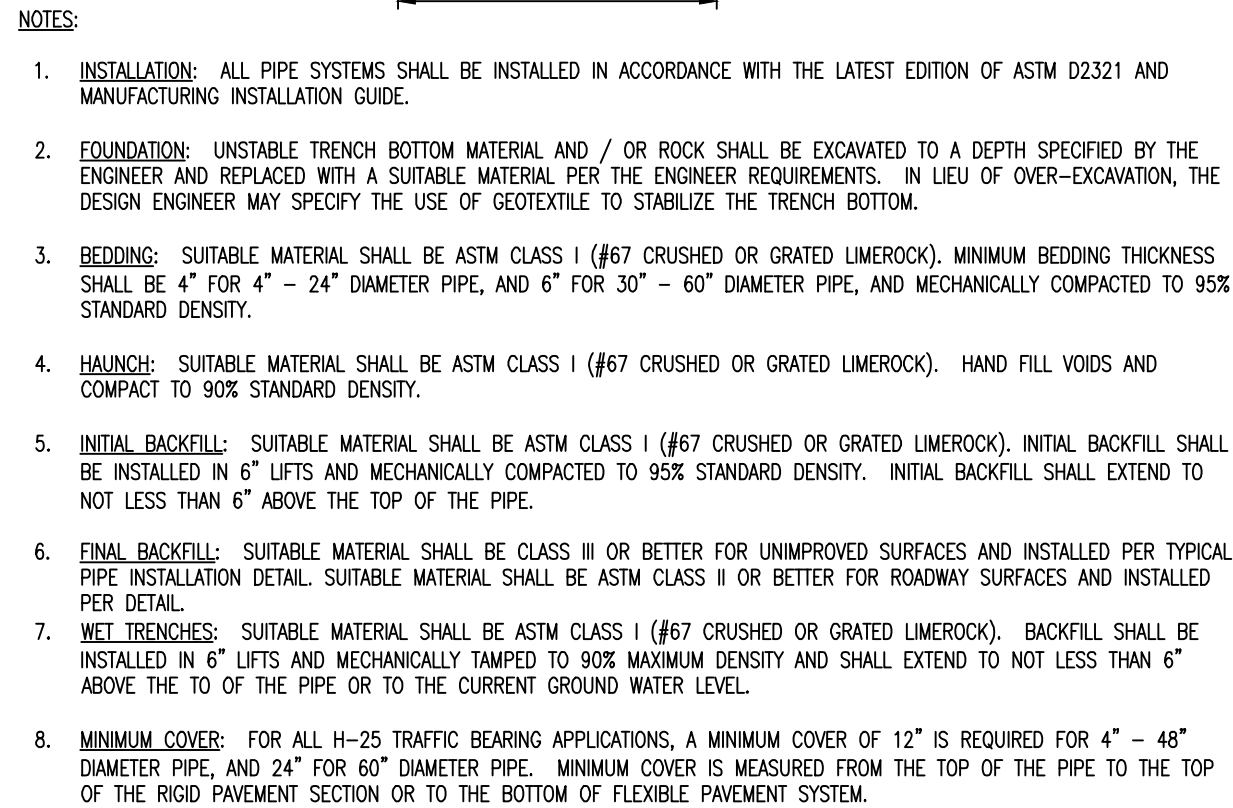
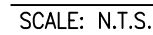
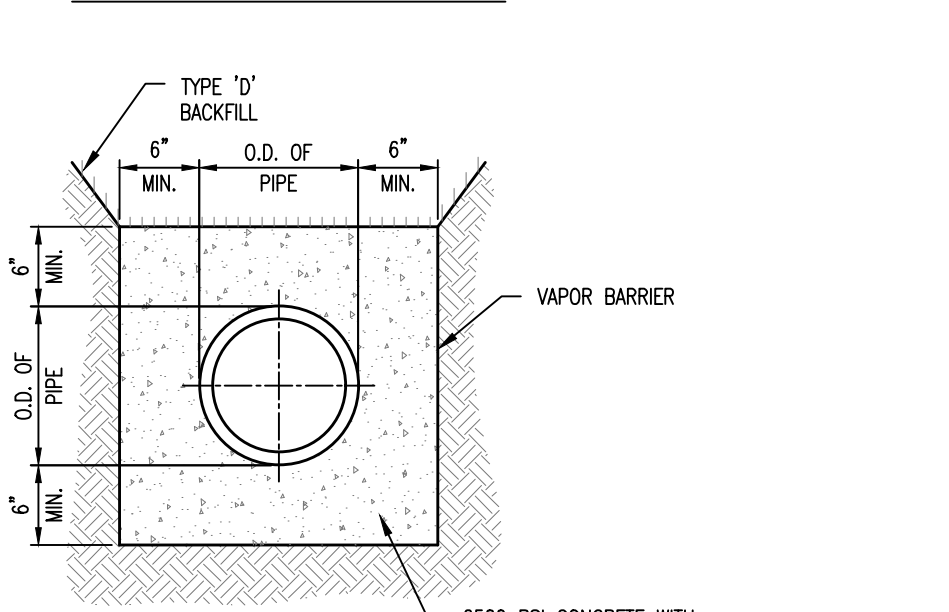
PIPE SIZES FOR TEE'S ARE THE BRANCH SIZE

- NOTES:
1. FIRE HYDRANT SHALL BE SUPPLIED WITH A WEEP HOLE.
2. THE DEVELOPER MAY INSTALL THE SHEAR PAD RECESSED UP TO 4 INCHES BELOW FINISHED GRADE AND SOD THE RECESSED SECTION.
3. CLEARANCE BETWEEN BOTTOM OF BOLTS AND TOP OF SHEAR PAD SHALL BE A 6" MINIMUM.
4. APPROVED F.H. MODELS ARE 5-1/4" AMERICAN DARLING B-8-4-B-5 WITH TAMPER RESISTANT SODS. NO SUBSTITUTIONS WILL BE ALLOWED.
5. SPORE SHALL BE A STORY FIGHTING ROOM.
6. FIRE HYDRANT SPACING SHALL NOT EXCEED 500 FEET IN RESIDENTIAL USES OR 300 FEET IN NON-RESIDENTIAL USES. SPACING SHALL BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR HIGHWAY AS DETERMINED BY THE CITY.
7. THE CITY WILL BE REQUIRED SUCH THAT THE FIRE DEPARTMENT DOES NOT HAVE TO PAY BY ANY PORTION OF A PROJECT WITHOUT FIRST ACCESSING A HYDRANT LOCATION.

SCALE: N.T.S.



SCALE: N.T.S.



SCALE: N.T.S.

SCALE: N.T.S

EMBEDMENT MATERIALS (CLASS I AND II) SHALL CONFORM TO PARAGRAPHS 6.1.1, 6.1.2 AND 6.1.3, ASTM D-2321 WHICH READS AS FOLLOWS:

- 1. CLASS I – ANGULAR, 1/4 TO 1/2 IN GRADED COARSE, INCLUDING A NUMBER OF FINE MATERIALS THAT HAVE REGIONAL REPUTATION FOR PERFORMANCE SUCH AS CRUSHED STONE, CRUSHED GRAVEL, AND CRUSHED SLABS.
- 2. CLASS II – COARSE SANDS AND GRAVELS WITH MAXIMUM PARTICLE SIZE OF 1-1/2 IN., INCLUDING VARIOUSLY GRADED SANDS AND GRAVELS CONTAINING SMALL PERCENTAGES OF FINES, GENERALLY GRANULAR AND NON-COHESIVE, EITHER WET OR DRY. SO, SC, SW, GC, GW, CC, SG, CG, AND SC ARE INCLUDED IN THIS CLASS.
- 3. CLASS III – FINE SAND AND CLAYEY GRAVELS, INCLUDING FINE SAND, SAND-CLAY MIXTURES, AND GRAVEL-CLAY MIXTURES. SO, GP, GC, SS, SM, SC AND SC ARE INCLUDED IN THIS CLASS.

THESE EMBEDMENT MATERIALS WILL BE USED IN THE CLASSIFICATION SYSTEM ASIGN DESIGNATION D-2487 AND D-2488. NATURAL SOLIDS MEETING THE REQUIREMENTS FOR CLASS I AND CLASS II MATERIALS MAY BE ACCEPTED BY THE ENGINEER.

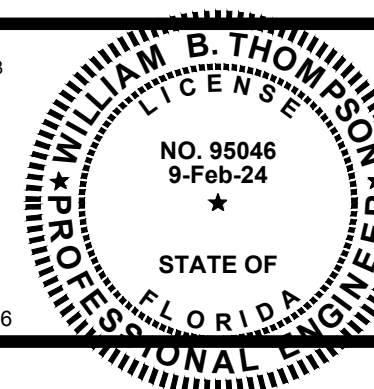
SCALE: N.T.S



NOT RELEASED FOR CONSTRUCTION BY: DATE

SCALE: AS NOTED

UTILITY DETAILS
DESTIN VILLAS
HOTEL
DESTIN, FLORIDA

DPR CERTIFICATION #EB-780

SHEET NUMBER



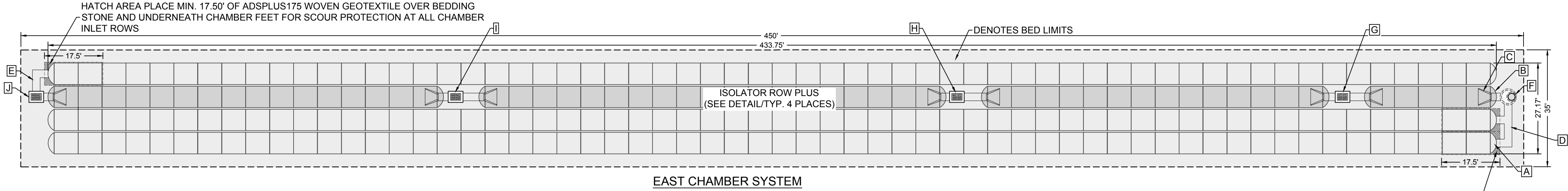
TYPE A BEDDING AND TRENCHING DETAIL
NOT TO SCALE

THRUST BLOCK SCHEDULE

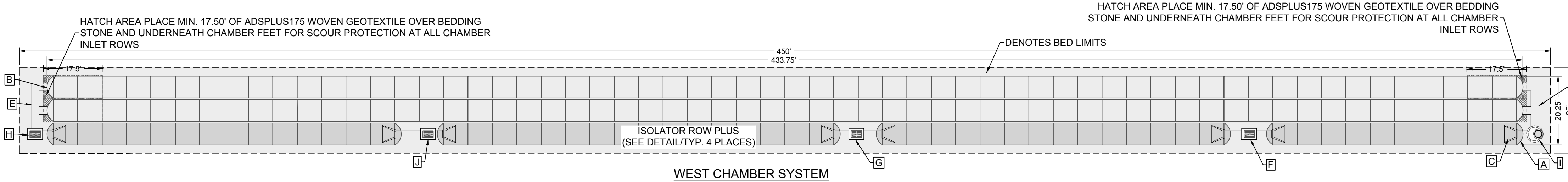
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PROPOSED LAYOUT		CONCEPTUAL ELEVATIONS		PART TYPE	ITEM ON LAYOUT	DESCRIPTION	INVERT	MAX FLOW
234	STORMTECH MC-3500 CHAMBERS	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED):	29.50'					
14	STORMTECH MC-3500 END CAPS	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC):	23.50'	PREFABRICATED END CAP	A	24" TOP CORED END CAP, PART#: MC3500IEPP24TC / TYP OF ALL 24" TOP CONNECTIONS	18.96'	
12	STONE ABOVE (in)	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC):	23.00'	PREFABRICATED END CAP	B	24" BOTTOM CORED END CAP, PART#: MC3500IEPP24BC / TYP OF ALL 24" BOTTOM CONNECTIONS AND ISOLATOR PLUS ROWS	17.92'	
9	STONE BELOW (in)	MINIMUM ALLOWABLE GRADE (TOP OF RIGID CONCRETE PAVEMENT):	23.00'					
40	STONE VOID	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT):	23.00'	FLAMP	C	INSTALL FLAMP ON 24" ACCESS PIPE / PART#: MCFLAMP (TYP 8 PLACES)		
43879	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED) (COVER STONE INCLUDED) (BASE STONE INCLUDED)	TOP OF STONE:	22.50'	MANIFOLD	D	24" x 24" TOP MANIFOLD, ADS N-12	18.96'	
		TOP OF MC-3500 CHAMBER:	21.50'	MANIFOLD	E	24" x 24" TOP MANIFOLD, ADS N-12	18.96'	
		24" x 24" TOP MANIFOLD INVERT:	17.92'	CONCRETE STRUCTURE	F	FY 2020-21 Std Plans Index 425-051 48" Dia Precast Eccentric Cone Manhole		17.0 CFS IN
		24" ISOLATOR ROW PLUS INVERT:	17.92'	CONCRETE STRUCTURE	G	FY 2020-21 Std Plans Index 425-052 Type C		8.5 CFS IN
		24" ISOLATOR ROW PLUS INVERT:	17.92'	CONCRETE STRUCTURE	H	FY 2020-21 Std Plans Index 425-052 Type C		8.5 CFS IN
		24" ISOLATOR ROW PLUS INVERT:	17.92'	CONCRETE STRUCTURE	I	FY 2020-21 Std Plans Index 425-052 Type C		8.5 CFS IN
		24" ISOLATOR ROW PLUS INVERT:	17.92'	CONCRETE STRUCTURE	J	FY 2020-21 Std Plans Index 425-052 Type C		8.5 CFS IN
		BOTTOM OF MC-3500 CHAMBER:	17.75'					
12871	SYSTEM AREA (SF)							
947.8	SYSTEM PERIMETER (ft)							



PROPOSED LAYOUT		CONCEPTUAL ELEVATIONS		PART TYPE	ITEM ON LAYOUT	DESCRIPTION	INVERT	MAX FLOW
174	STORMTECH MC-3500 CHAMBERS	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED):	29.50'					
12	STORMTECH MC-3500 END CAPS	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC):	23.50'	PREFABRICATED END CAP	A	24" BOTTOM CORED END CAP, PART#: MC3500IEPP24BC / TYP OF ALL 24" BOTTOM CONNECTIONS AND ISOLATOR PLUS ROWS	17.92'	
12	STONE ABOVE (in)	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC):	23.00'	PREFABRICATED END CAP	B	24" TOP CORED END CAP, PART#: MC3500IEPP24TC / TYP OF ALL 24" TOP CONNECTIONS	18.96'	
9	STONE BELOW (in)	MINIMUM ALLOWABLE GRADE (TOP OF RIGID CONCRETE PAVEMENT):	23.00'					
40	STONE VOID	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT):	23.00'	FLAMP	C	INSTALL FLAMP ON 24" ACCESS PIPE / PART#: MCFLAMP (TYP 8 PLACES)		
33355	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED) (COVER STONE INCLUDED) (BASE STONE INCLUDED)	TOP OF STONE:	22.50'	MANIFOLD	D	24" x 24" BOTTOM MANIFOLD, ADS N-12	17.92'	
		TOP OF MC-3500 CHAMBER:	21.50'	MANIFOLD	E	24" x 24" TOP MANIFOLD, ADS N-12	18.96'	
		24" x 24" TOP MANIFOLD INVERT:	17.92'	CONCRETE STRUCTURE	F	FY 2020-21 Std Plans Index 425-052 Type C		8.5 CFS IN
		24" ISOLATOR ROW PLUS INVERT:	17.92'	CONCRETE STRUCTURE	G	FY 2020-21 Std Plans Index 425-052 Type C		8.5 CFS IN
		24" ISOLATOR ROW PLUS INVERT:	17.92'	CONCRETE STRUCTURE	H	FY 2020-21 Std Plans Index 425-052 Type C		8.5 CFS IN
		24" ISOLATOR ROW PLUS INVERT:	17.92'	CONCRETE STRUCTURE	I	FY 2020-21 Std Plans Index 425-051 48" Dia Precast Eccentric Cone Manhole		17.0 CFS IN
		24" ISOLATOR ROW PLUS INVERT:	17.92'	CONCRETE STRUCTURE	J	FY 2020-21 Std Plans Index 425-052 Type C		8.5 CFS IN
		BOTTOM OF MC-3500 CHAMBER:	17.75'					
9895	SYSTEM AREA (SF)							
934.0	SYSTEM PERIMETER (ft)							



DESTIN VILLAS EAST

DESTIN, FL, USA

MC-3500 STORMTECH CHAMBER SPECIFICATIONS

- CHAMBERS SHALL BE STORMTECH MC-3500.
- CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.
- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 45x76 DESIGNATION SS.
- CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
- THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
- CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (<1 MIN) AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) MAXIMUM PERMANENT (75-YR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARKED (1-WEEK) AASHTO DESIGN TRUCK.
- REQUIREMENTS FOR HANDLING AND INSTALLATION:
 - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
 - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
 - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 450 LBS/FT². THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418, AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.
- ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
 - THE STRUCTURAL EVALUATION SHALL BE SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
 - THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD. THE MINIMUM REQUIRED BY ASTM F2787 AND BY SECTIONS 3 AND 12.12 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.
 - THE TEST DERIVED CREEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS USED FOR DESIGN.
- CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF MC-3500 CHAMBER SYSTEM

- STORMTECH MC-3500 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
- STORMTECH MC-3500 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
- CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR AN EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
 - STONESHOTTER LOCATED OFF THE CHAMBER BED.
 - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
 - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
- THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
- JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
- MAINTAIN MINIMUM - 6" (150 mm) SPACING BETWEEN THE CHAMBER ROWS.
- INLET AND OUTLET MANIFOLDS MUST BE INSERTED A MINIMUM OF 12" (300 mm) INTO CHAMBER END CAPS.
- EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE MEETING THE AASHTO M43 DESIGNATION OF #3 OR #4.
- STONE MUST BE PLACED ON THE TOP CENTER OF THE CHAMBER TO ANCHOR THE CHAMBERS IN PLACE AND PRESERVE ROW SPACING.
- THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
- ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

NOTES FOR CONSTRUCTION EQUIPMENT

- STORMTECH MC-3500 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
- THE USE OF EQUIPMENT OVER MC-3500 CHAMBERS IS LIMITED:
 - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
 - NO RUBBER Tired LOADER, DUMP TRUCK, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
 - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
- FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.

USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY USING THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

CONTACT STORMTECH AT 1-888-892-2694 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.

REV	DATE	BY	REVISIONS
1	21 DEC 22	REF/JWT	REVISED PER DESTIN CR No1
NOT RELEASED FOR CONSTRUCTION BY: DATE:			

SCALE: AS NOTED
DESIGNED BY: JHS
DRAWN BY: REF
REVIEWED BY: WBT
ISSUE DATE: APRIL 2022
ACAD FILE NAME: 133802B E1.dwg

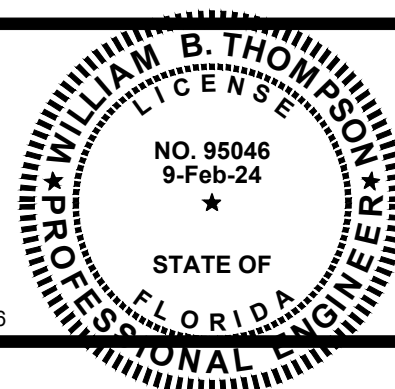


STORMTECH MC-3500 CHAMBER SYSTEMS DETAILS

DESTIN VILLAS HOTEL

DESTIN, FLORIDA

James H. Slonina, P.E. 30197
Christopher B. Forehand, P.E. 58028
J. Doug Crook, P.E. 66556
Watt Z. Lewis, P.E. 64236
William B. Thompson, P.E. 95046



SHEET NUMBER

17

PROJECT NUMBER

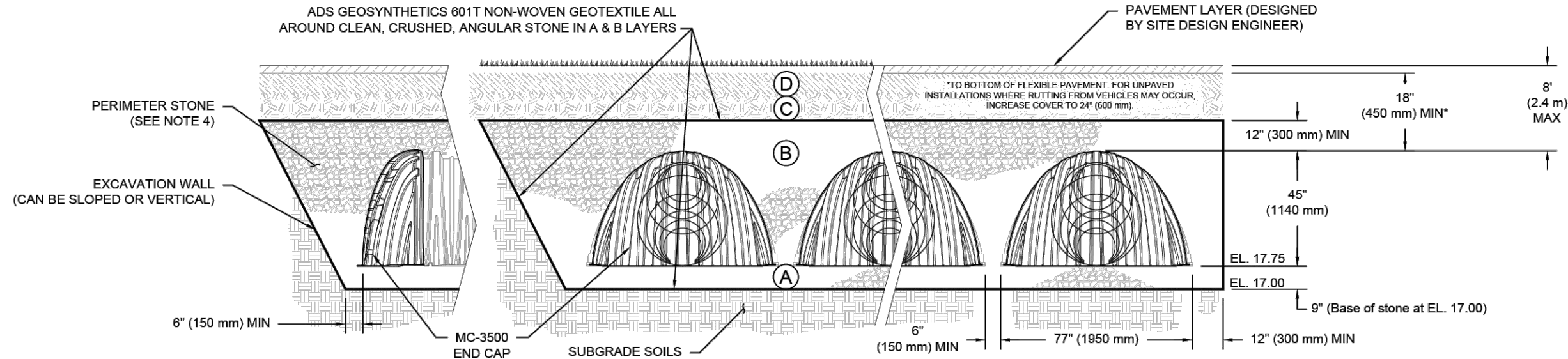
133802B

DPR CERTIFICATION #EB-7806

ACCEPTABLE FILL MATERIALS: STORMTECH MC-3500 CHAMBER SYSTEMS

MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145 ¹ A-1, A-2-4, A-3 OR AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL-GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43 ¹ 3, 4	NO COMPACTION REQUIRED.
A FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43 ¹ 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. ^{2,3}

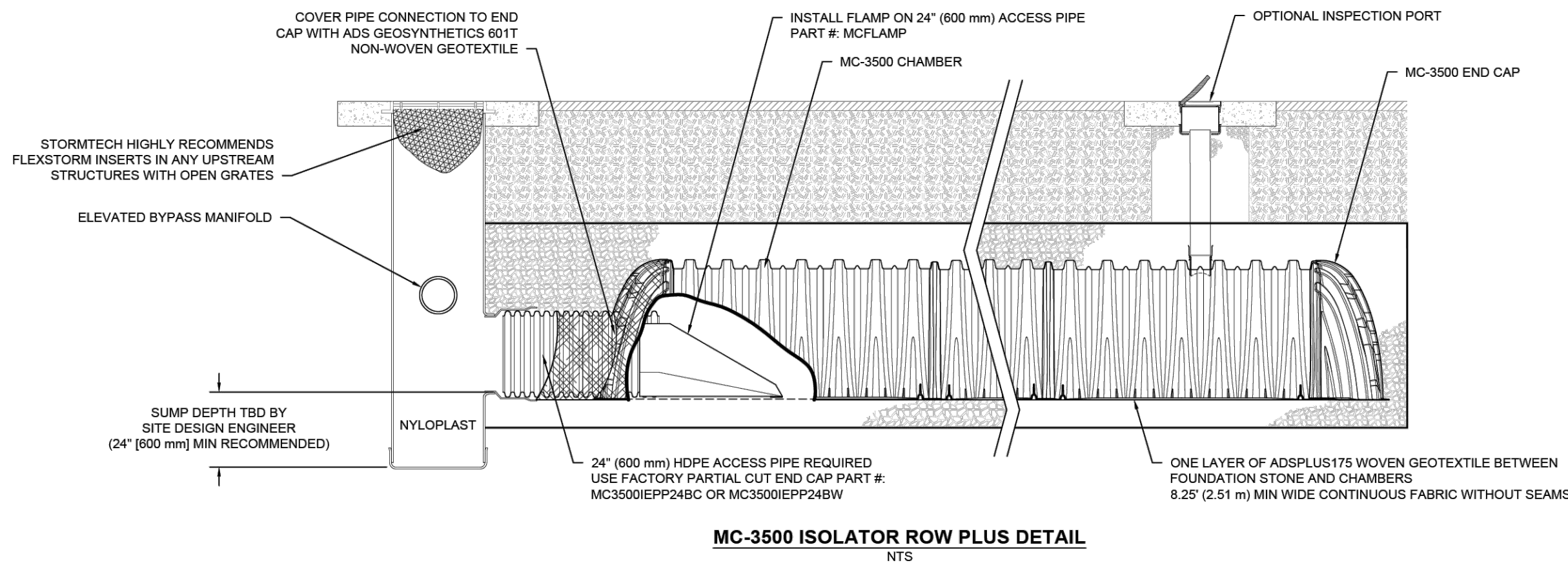
- PLEASE NOTE:
- THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
 - STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERSAGES WITH A VIBRATORY COMPACTOR.
 - WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
 - ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.



NOTES:

- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 45x76 DESIGNATION SS.
- MC-3500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
- PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
- REQUIREMENTS FOR HANDLING AND INSTALLATION:
 - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
 - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
 - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 450 LBS-FT²/IN. THE ASC IS DEFINED IN SECTION 8.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

DESTIN VILLAS EAST
DESTIN, FL USA
DRAWN: WT
CHECKED: N/A
DATE: PROJECT #:
DESCRIPTION:
DATE: DRW: CHK:
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Chamber System
888-892-2984 | WWW.STORMTECH.COM
4640 TRUJMAN BLVD
HILLIARD, OH 43028
1-800-733-7473
SHEET
3 OF 5



INSPECTION & MAINTENANCE

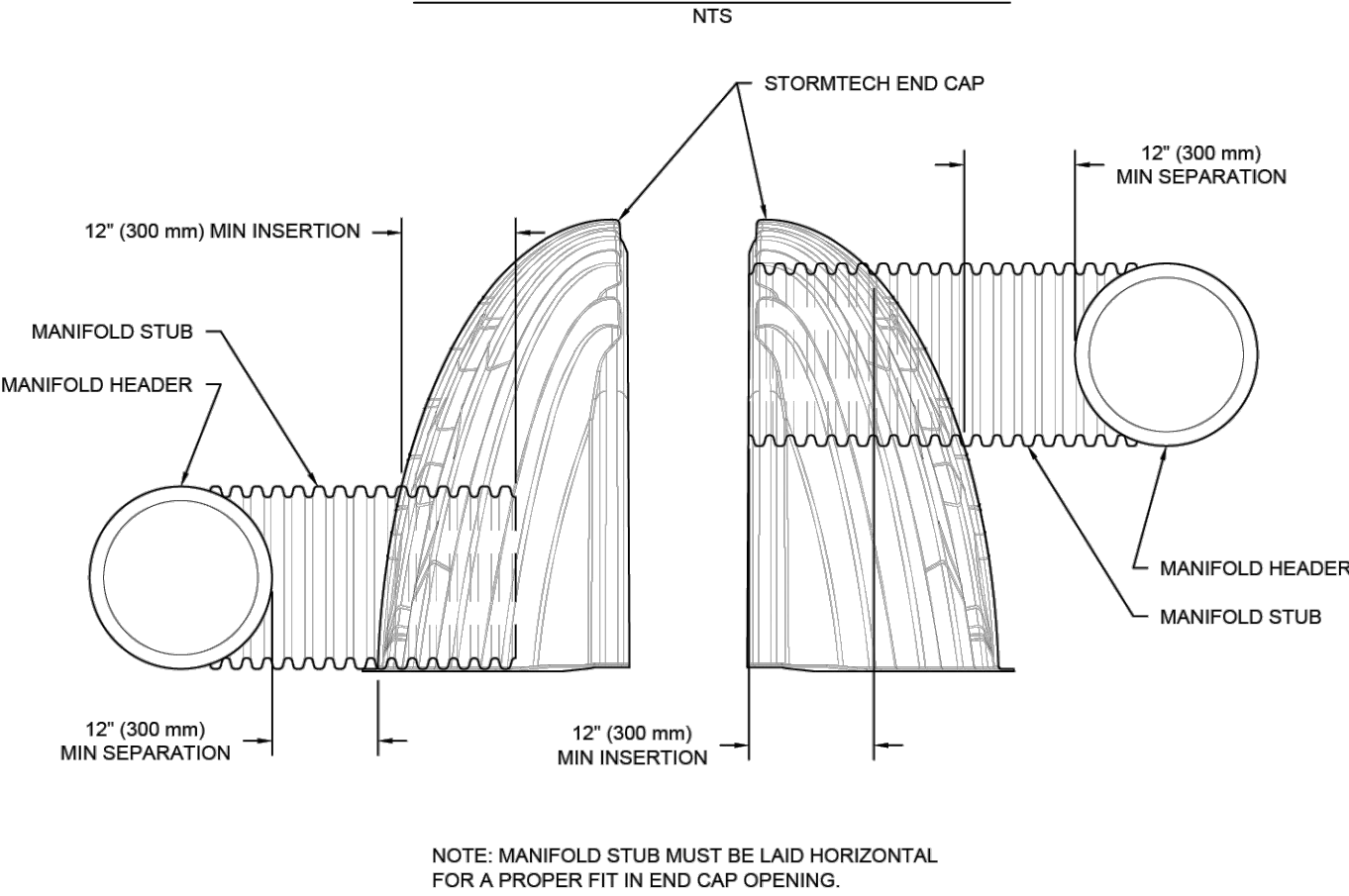
- STEP 1) INSPECT ISOLATOR ROW PLUS FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
- A.1. REMOVE/OPEN LID ON NYLOPLAST IN-LINE DRAIN
- A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
- A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
- A.4. LOWER A CAMERA INTO ISOLATOR ROW PLUS FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
- A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR ROW PLUS ROWS
- B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW PLUS
- B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW PLUS THROUGH OUTLET PIPE
- B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- STEP 2) CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED
- STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.
- STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

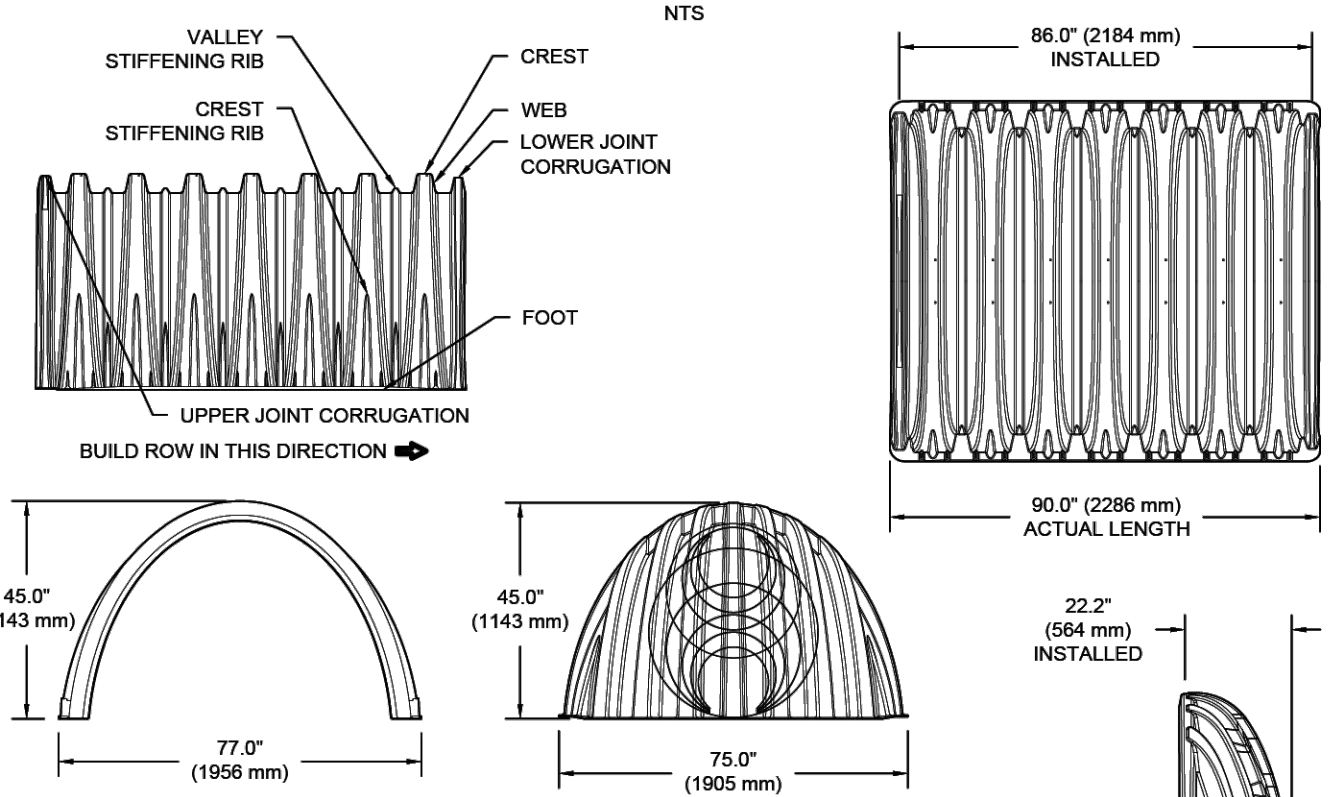
- INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
- CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

DESTIN VILLAS WEST
DESTIN, FL USA
DRAWN: WT
CHECKED: N/A
DATE: PROJECT #:
DESCRIPTION:
DATE: DRW: CHK:
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Chamber System
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HILLIARD, OH 43028
1-800-733-7473
SHEET
4 OF 6

MC-SERIES END CAP INSERTION DETAIL



MC-3500 TECHNICAL SPECIFICATION



NOMINAL CHAMBER SPECIFICATIONS
SIZE (W X H X INSTALLED LENGTH)
CHAMBER STORAGE
MINIMUM INSTALLED STORAGE*
WEIGHT

77.0" X 45.0" X 86.0"	(1956 mm X 1143 mm X 2184 mm)
109.9 CUBIC FEET	(3.11 m³)
175.0 CUBIC FEET	(4.96 m³)
134 lbs.	(60.8 kg)

NOMINAL END CAP SPECIFICATIONS
SIZE (W X H X INSTALLED LENGTH)
END CAP STORAGE
MINIMUM INSTALLED STORAGE*
WEIGHT

75.0" X 45.0" X 22.2"	(1905 mm X 1143 mm X 564 mm)
14.9 CUBIC FEET	(0.42 m³)
45.1 CUBIC FEET	(1.28 m³)
49 lbs.	(22.2 kg)

*ASSUMES 12" (305 mm) STONE ABOVE, 9" (229 mm) STONE FOUNDATION, 6" SPACING BETWEEN CHAMBERS, 6" (152 mm) STONE PERIMETER IN FRONT OF END CAPS AND 40% STONE POROSITY

STUBS AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
STUBS AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"
END CAPS WITH A WELDED CROWN PLATE END WITH "C"
END CAPS WITH A PREFABRICATED WELDED STUB END WITH "W"

PART #	STUB	B	C
MC3500IEPP08T	6" (150 mm)	33.21" (844 mm)	—
MC3500IEPP08B	—	—	0.66" (17 mm)
MC3500IEPP08T	8" (200 mm)	31.16" (791 mm)	—
MC3500IEPP08B	—	—	0.81" (21 mm)
MC3500IEPP10T	10" (250 mm)	29.04" (738 mm)	—
MC3500IEPP10B	—	—	0.93" (24 mm)
MC3500IEPP12T	12" (300 mm)	26.36" (670 mm)	—
MC3500IEPP12B	—	—	1.35" (34 mm)
MC3500IEPP15T	15" (375 mm)	23.38" (594 mm)	—
MC3500IEPP15B	—	—	1.50" (38 mm)
MC3500IEPP18T	18" (450 mm)	20.03" (509 mm)	—
MC3500IEPP18B	—	—	1.77" (45 mm)
MC3500IEPP18B	—	—	1.77" (45 mm)
MC3500IEPP24T	24" (600 mm)	14.48" (368 mm)	—
MC3500IEPP24B	—	—	2.06" (52 mm)
MC3500IEPP24B	—	—	2.06" (52 mm)
MC3500IEPP30B	30" (750 mm)	—	2.75" (70 mm)

NOTE: ALL DIMENSIONS ARE NOMINAL

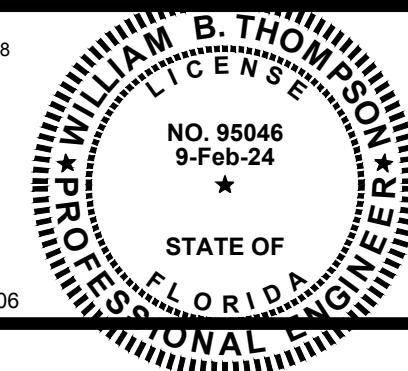
CUSTOM PRECUT INVERTS ARE AVAILABLE UPON REQUEST. INVENTORIED MANIFOLDS INCLUDE 12-24" (300-600 mm) SIZE ON SIZE AND 15-48" (375-1200 mm) ECCENTRIC MANIFOLDS. CUSTOM INVERT LOCATIONS ON THE MC-3500 END CAP CUT IN THE FIELD ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 10" (250 mm). THE INVERT LOCATION IN COLUMN "B" ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.

DESTIN VILLAS WEST
DESTIN, FL USA
DRAWN: WT
CHECKED: N/A
DATE: PROJECT #:
DESCRIPTION:
DATE: DRW: CHK:
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SHEET
5 OF 6

STORMTECH MC-3500 CHAMBER SYSTEMS DETAILS
DESTIN VILLAS
HOTEL
DESTIN, FLORIDA

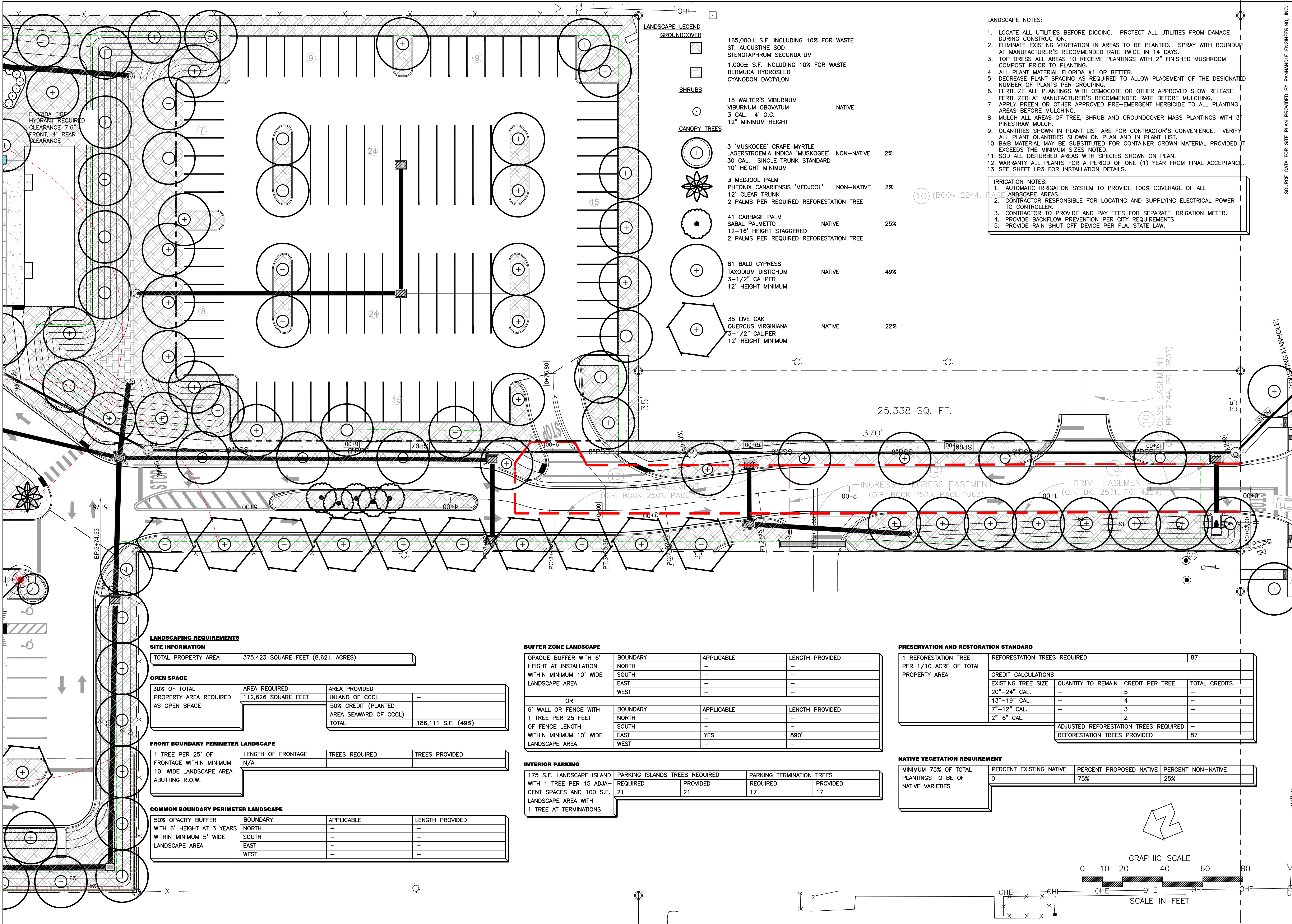
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600 Ohio Avenue Lynn Haven, Florida 32444
(850)763-5200 www.panhandleengineering.com

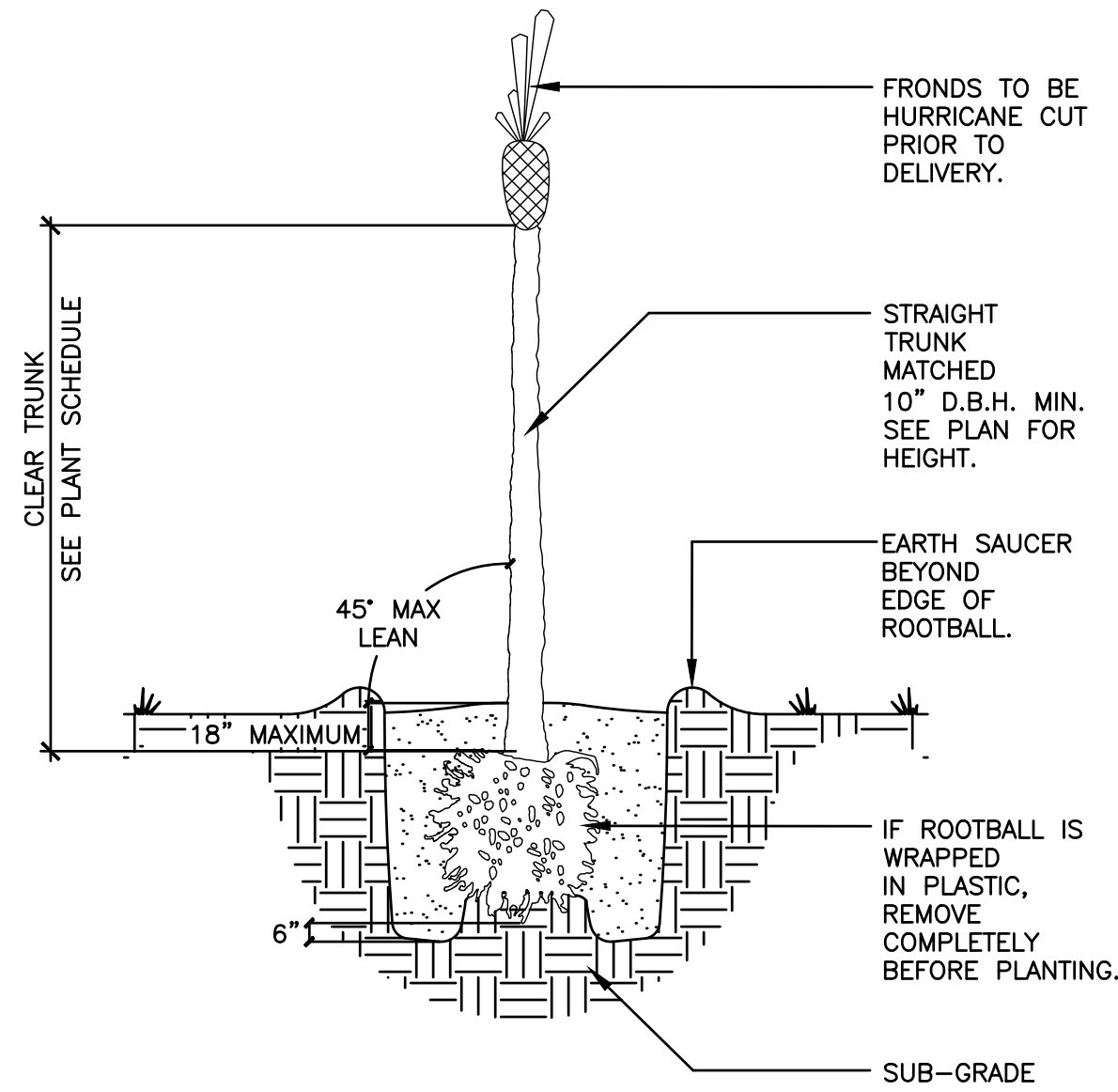
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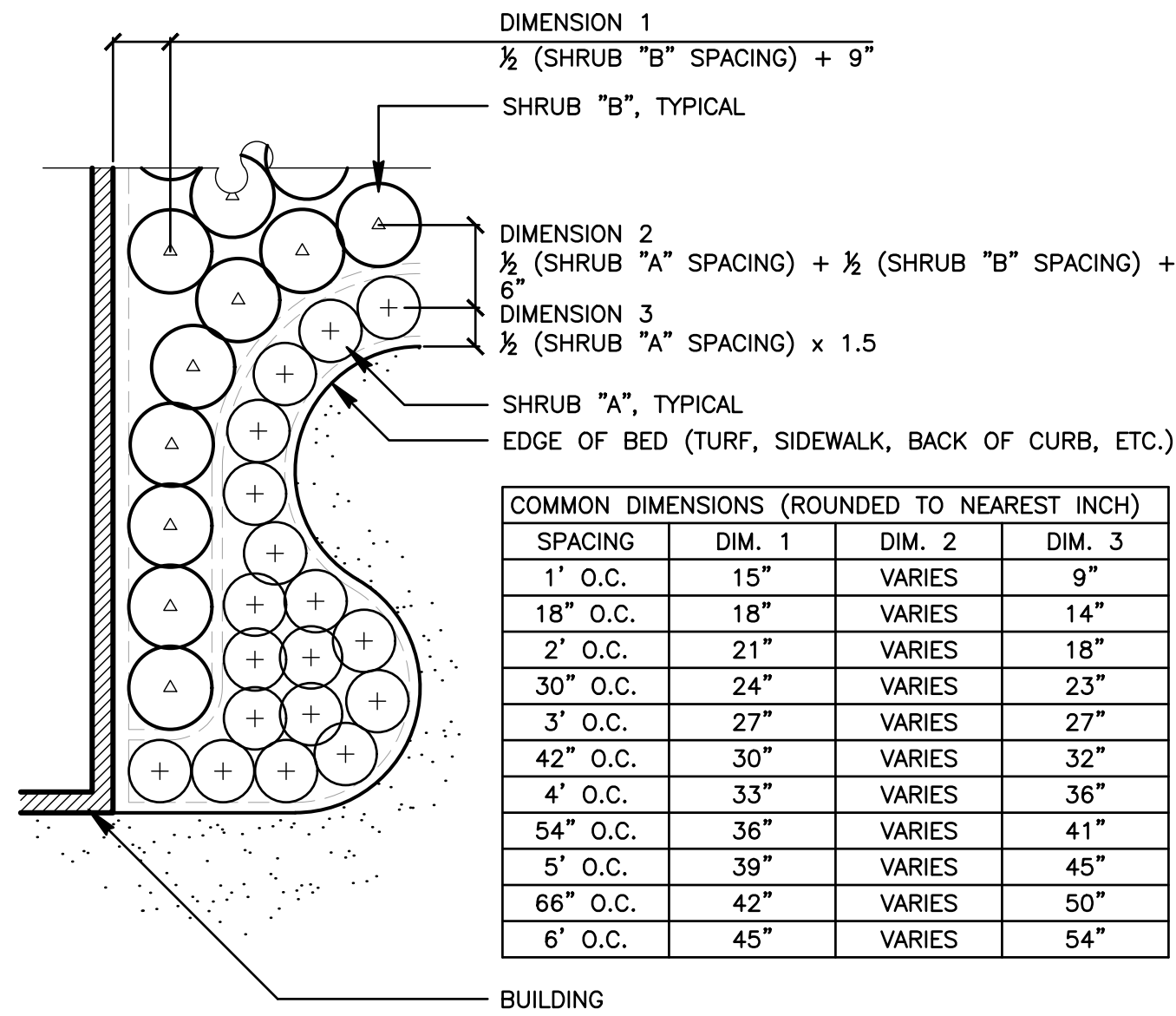
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PROJECT NUMBER
133802B

DPR CERTIFICATION #EB-7806

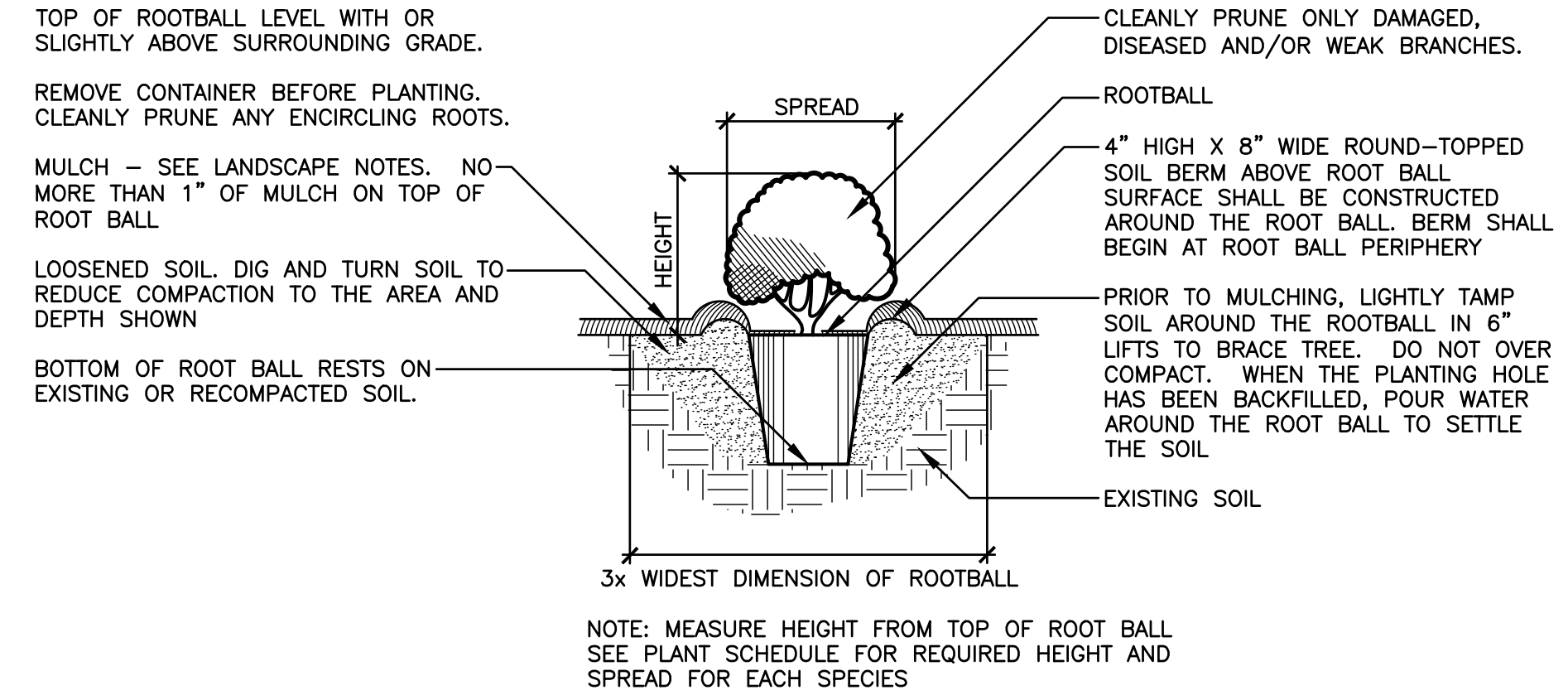




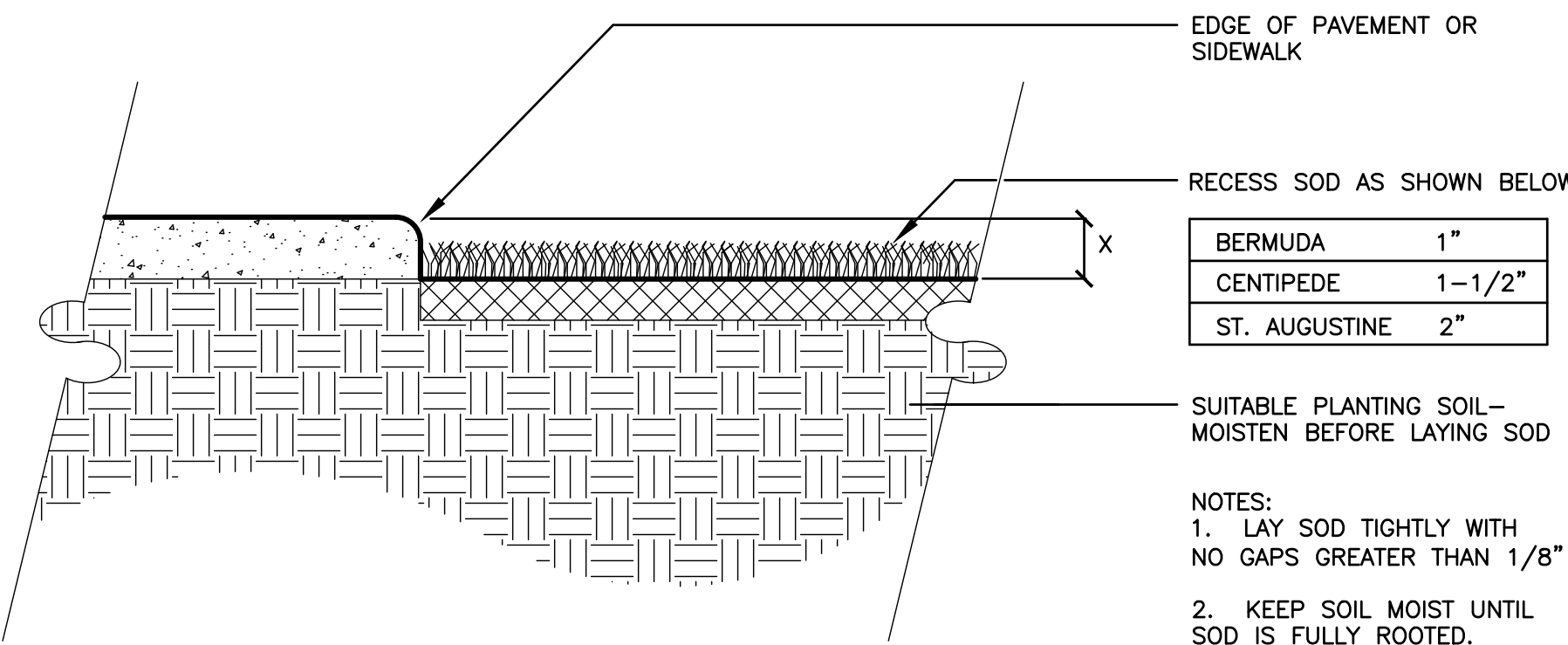
8 PALM TREE DETAIL
LP3 SCALE: NOT TO SCALE



5 PLANT LAYOUT DETAIL
LP3 SCALE: NO SCALE

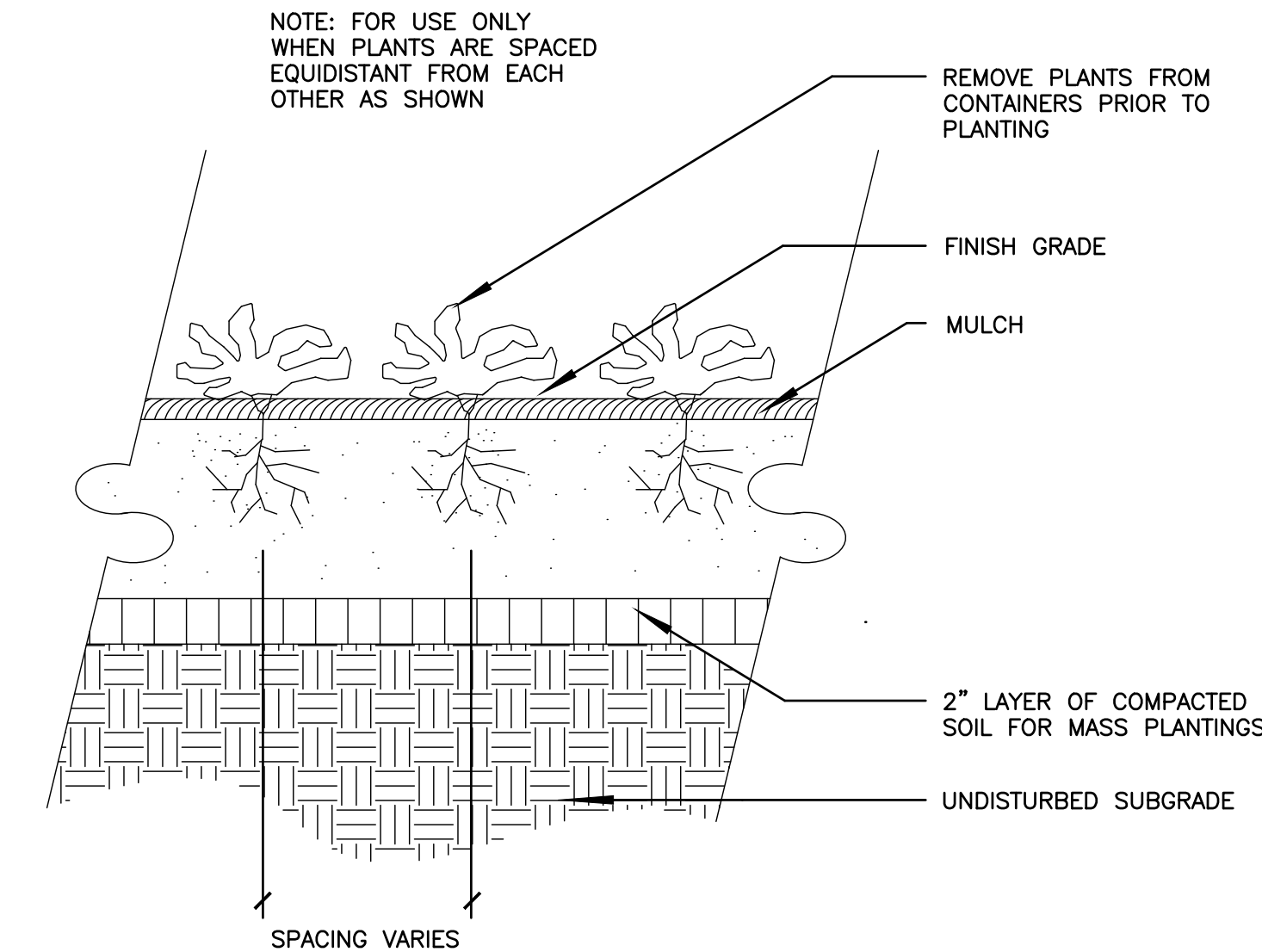


2 PLANTING DETAIL FOR SHRUBS
LP3 SCALE: NOT TO SCALE

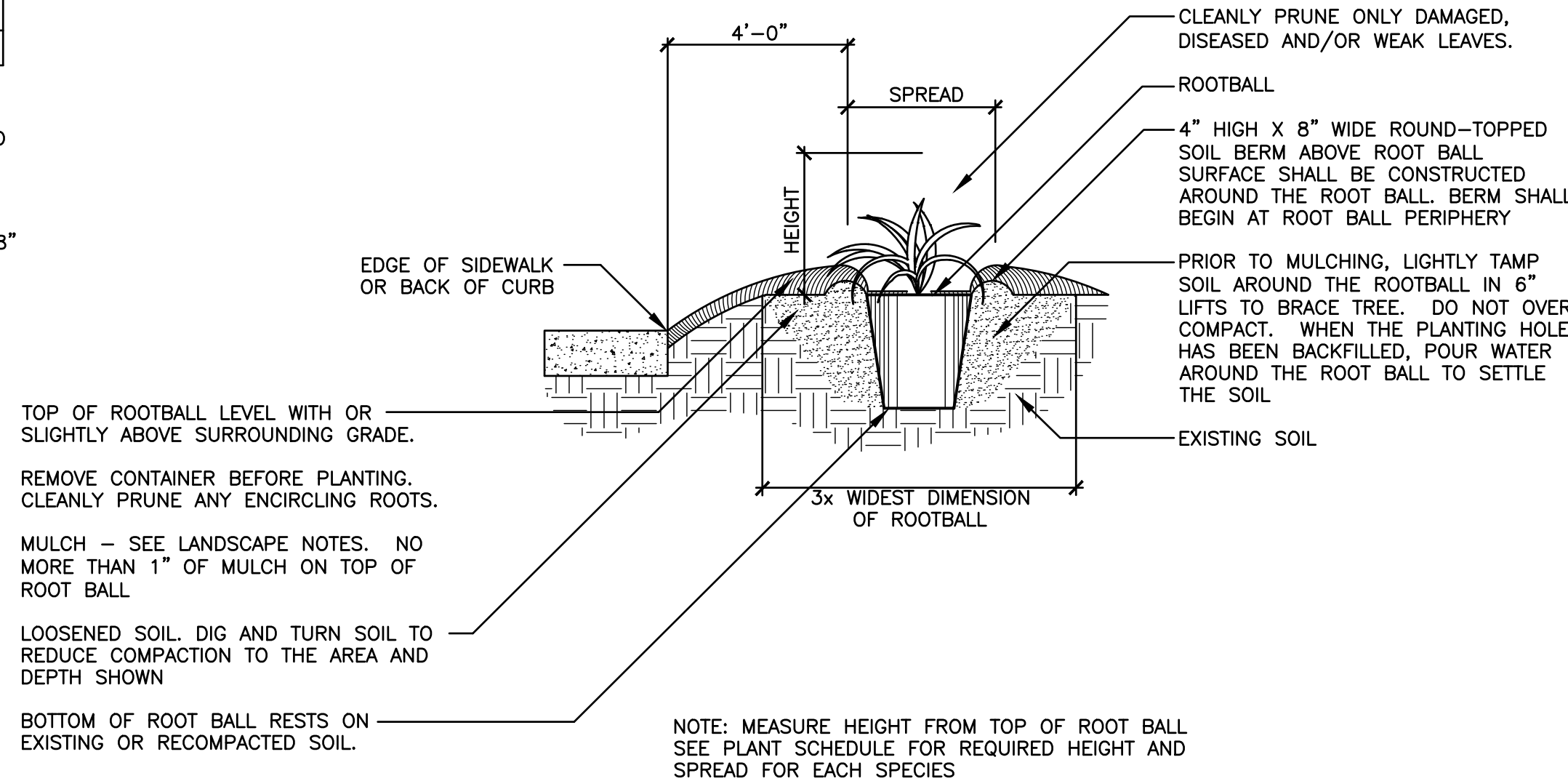


7 SOD DETAIL AT PAVING
LP3 SCALE: NOT TO SCALE

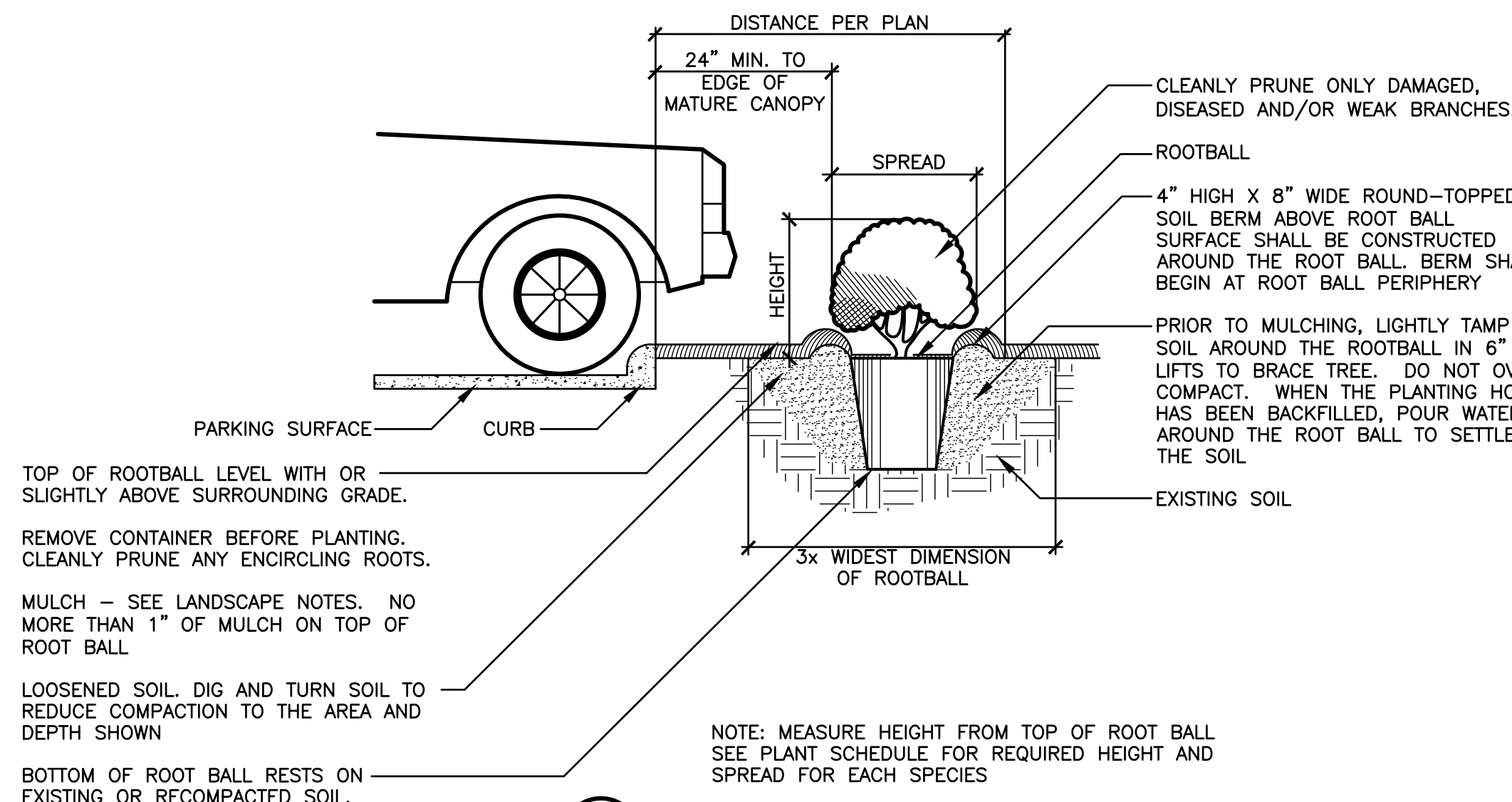
SPACING "D"	ROW "A"	NUMBER OF PLANTS
6" O.C.	5.2"	4.61
8" O.C.	6.93"	2.6
10" O.C.	8.66"	1.66
12" O.C.	10.4"	1.15
15" O.C.	13.0"	.733
18" O.C.	15.6"	.512
24" O.C.	20.8"	.33
30" O.C.	26.0"	.185
36" O.C.	30.0"	.128
48" O.C.	41.6"	.072



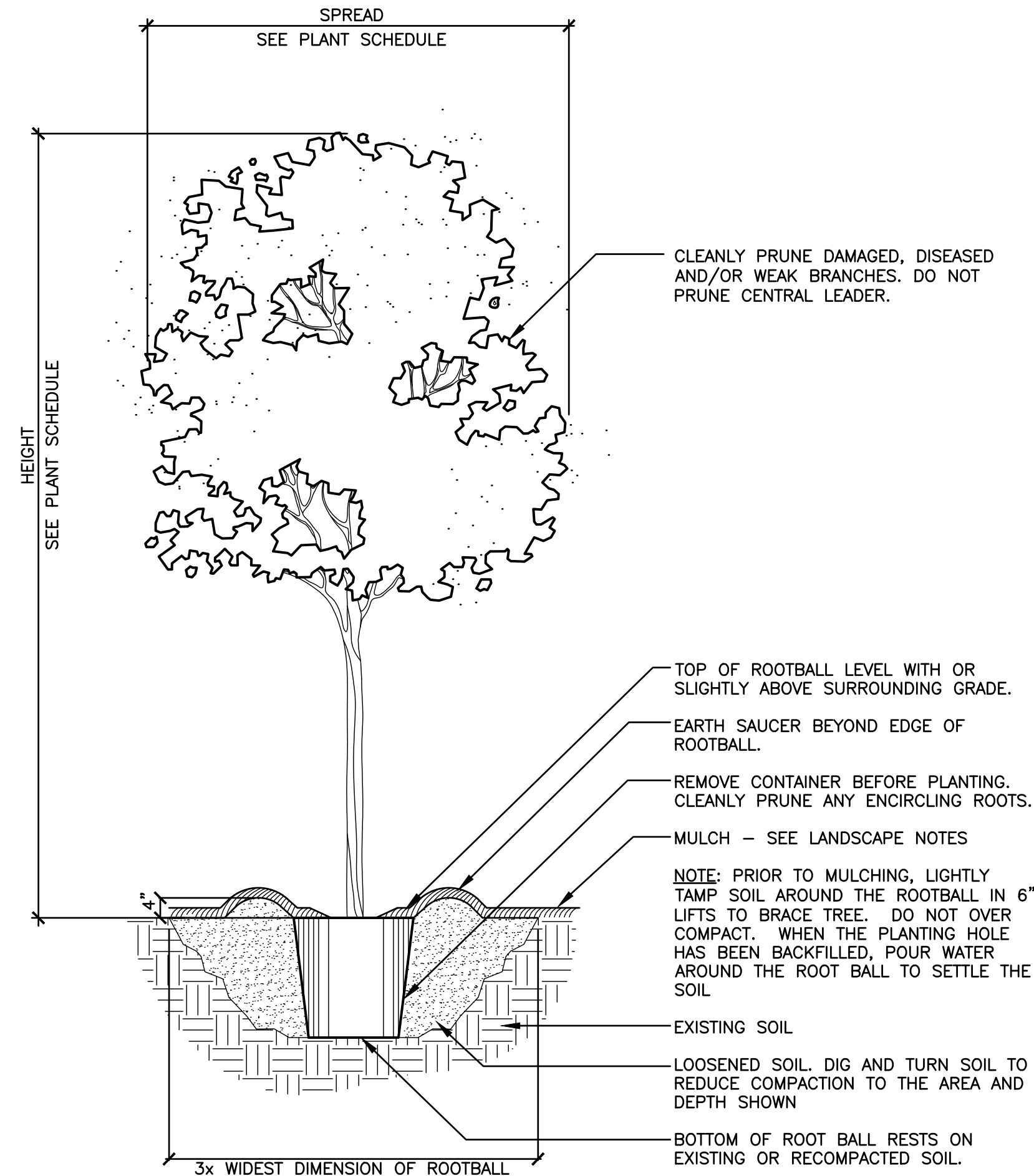
6 GROUNDCOVER PLANTING
LP3 SCALE: NOT TO SCALE



4 ORNAMENTAL GRASS PLANTING DETAIL
LP3 SCALE: NOT TO SCALE



3 HEDGE PLANTING AT PARKING AREA
LP3 SCALE: NOT TO SCALE

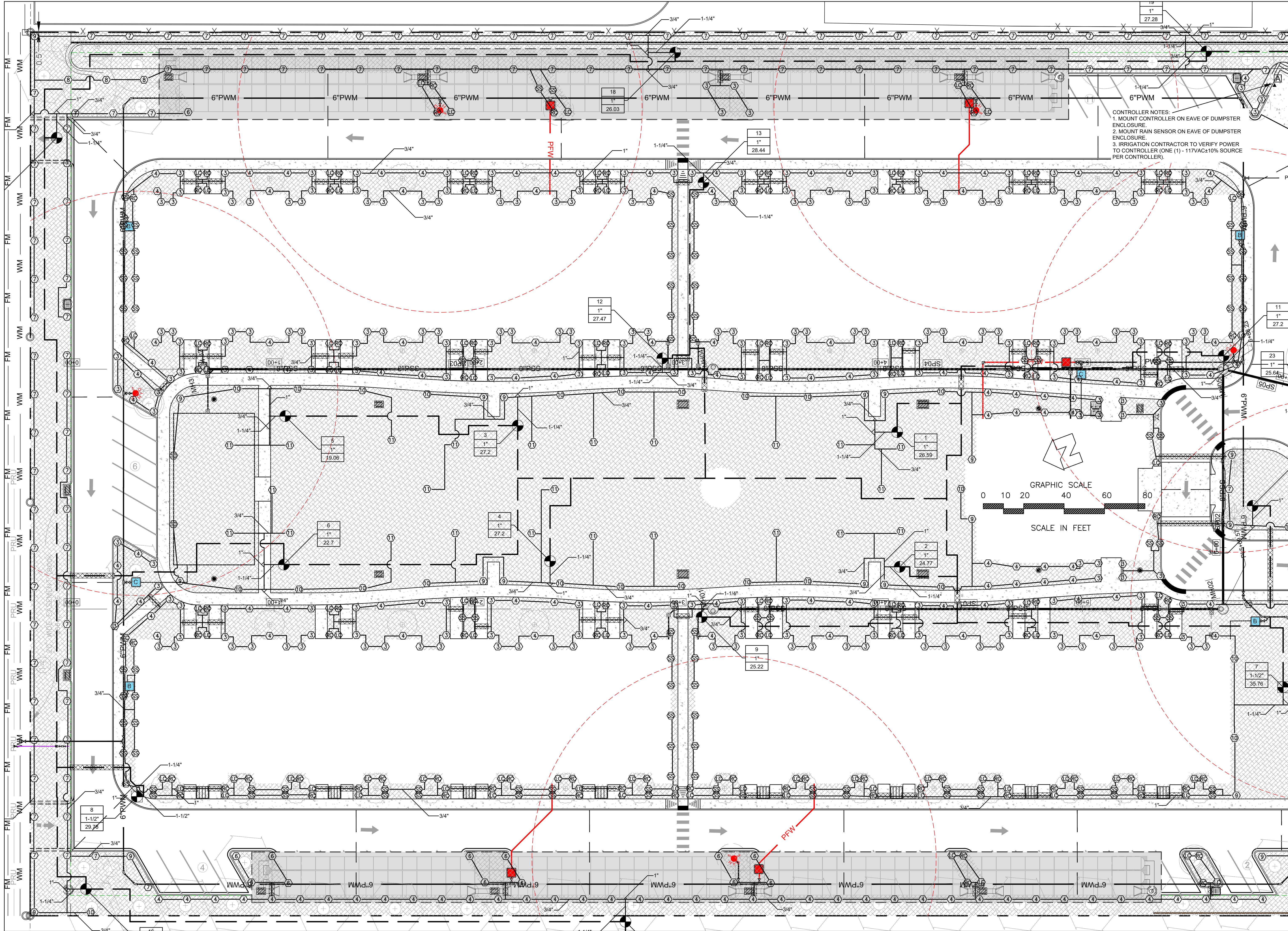


- NOTES:
- REMOVE ALL STRING &/OR WIRE WRAPPED AROUND TRUNK.
 - REMOVE ALL STRAPS, ROPES, WIRE &/OR STRINGS USED TO LIFT THE ROOTBALL.
 - REMOVE ALL BURLAP &/OR WIRE FROM THE TOP OF THE ROOT BALL.
 - TOP OF FIRST FEEDER ROOT TO BE SET SLIGHTLY ABOVE SURROUNDING FINISH GRADE.

1 TREE PLANTING
LP3 SCALE: NOT TO SCALE

DATE	ISSUE/REVISION
09/19/22	PER NEW BASE
10/28/22	PERMIT DRAWING
01/12/23	PER COMMENTS
02/27/23	PER COMMENTS
05/30/23	PER NEW BASE
08/07/23	REVISED PARKING
02/09/24	REVISED PARKING





20003-DESTIN VILLAS

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LANDSCAPE ARCHITECT, PA
FLA#1659

PO BOX 2549 PANAMA CITY, FL 32402
TELEPHONE: (850) 914-9006 E-MAIL: alan@alandholtsla.com

Alan D. Holt, A.S.L.A.
LANDSCAPE ARCHITECT, PA

DESTIN VILLAS
HOTEL

DESTIN, FL

DATE	ISSUE/REVISION
10/28/22	PERMIT DRAWING
01/12/23	PER COMMENTS
02/27/23	PER COMMENTS
05/30/23	PER NEW BASE
08/07/23	REVISED PARKING
02/09/24	REVISED PARKING

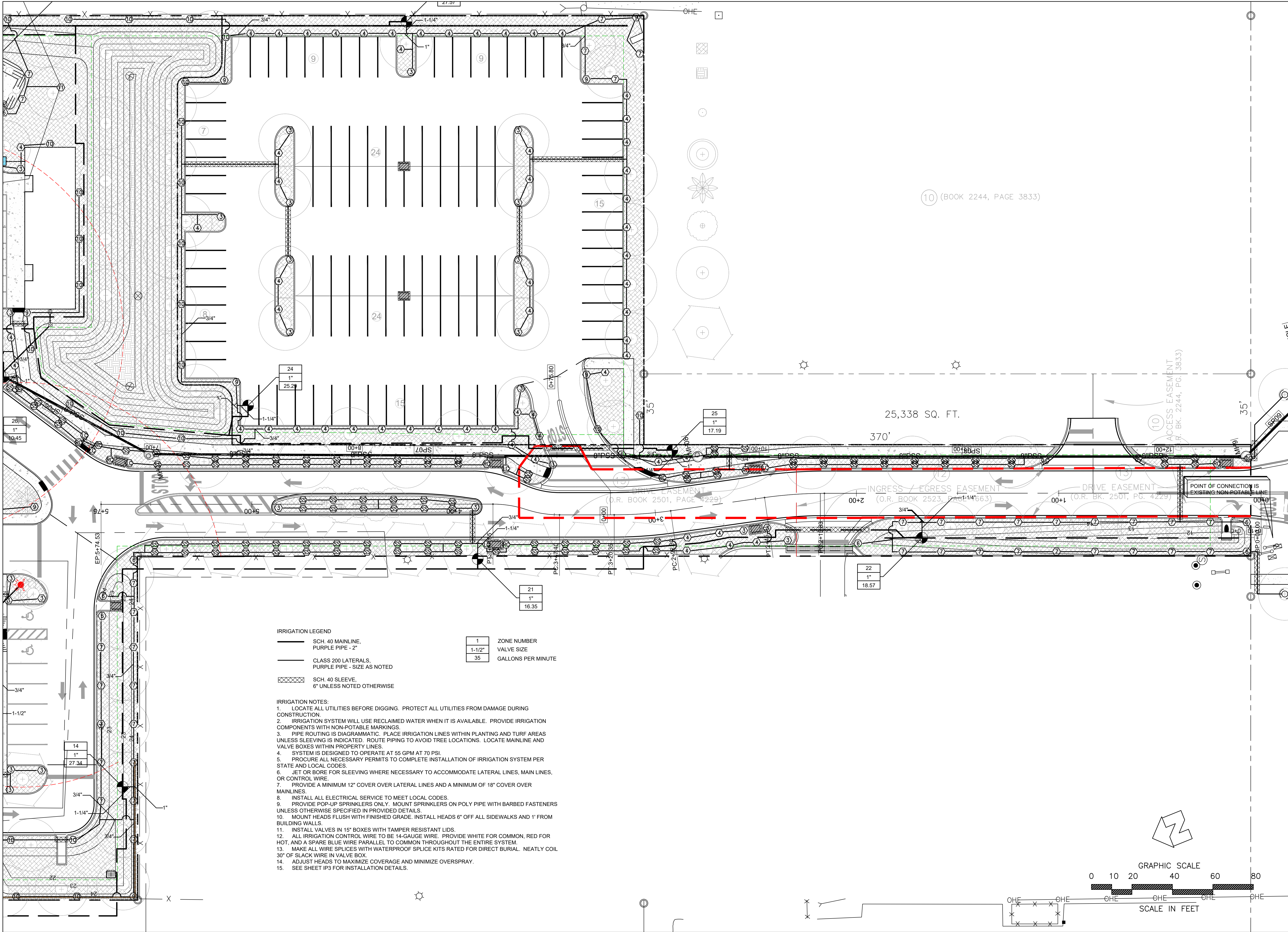
LANDSCAPE ARCHITECT
ALAN D. HOLT, A.S.L.A.
FLA#1659
REGISTERED PROFESSIONAL
FLORIDA

FEBRUARY 9, 2024

IRRIGATION PLAN
SHEET NUMBER

IP1

FOUR OF SIX



SOURCE DATA FOR SITE PLAN PROVIDED BY PANHANDLE ENGINEERING, INC.

20003-DESTIN VILLAS

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LANDSCAPE ARCHITECT

FL LA#1659

PO BOX 2549 PANAMA CITY, FL 32402

TELEPHONE: (850)914-9006 E-MAIL:alan@alandholtsla.com

Alan D. Holt, A.S.L.A.
LANDSCAPE ARCHITECT, PA

DESTIN VILLAS
HOTEL

DESTIN, FL

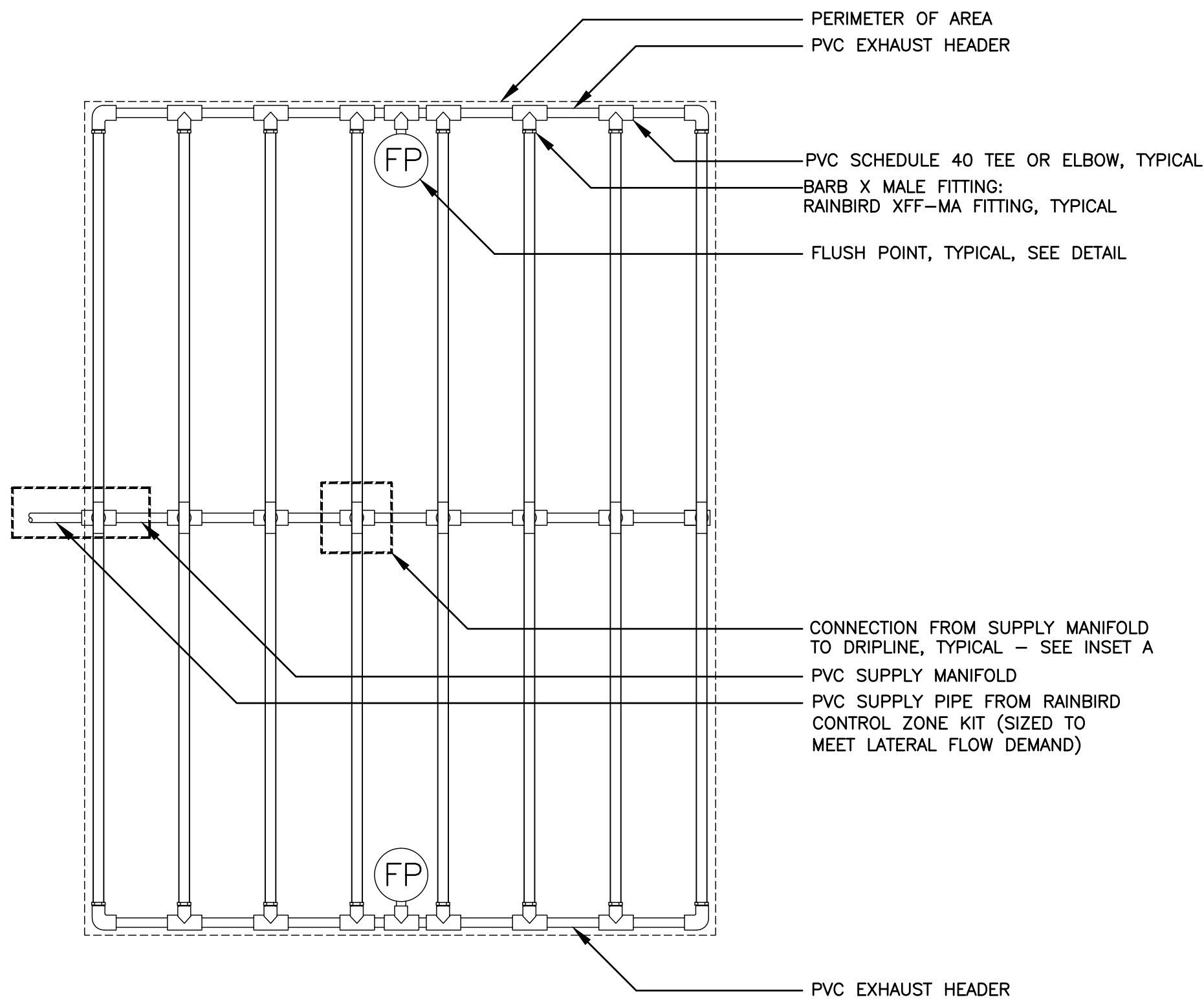
DATE	ISSUE/REVISION
10/28/22	PERMIT DRAWING
01/12/23	PER COMMENTS
02/27/23	PER COMMENTS
05/30/23	PER NEW BASE
08/07/23	REVISED PARKING
02/09/24	REVISED PARKING

LANDSCAPE ARCHITECT
ALAN D. HOLT, ASLA
FLORIDA
REGISTERED
FEBRUARY 9, 2024

IRRIGATION PLAN
SHEET NUMBER

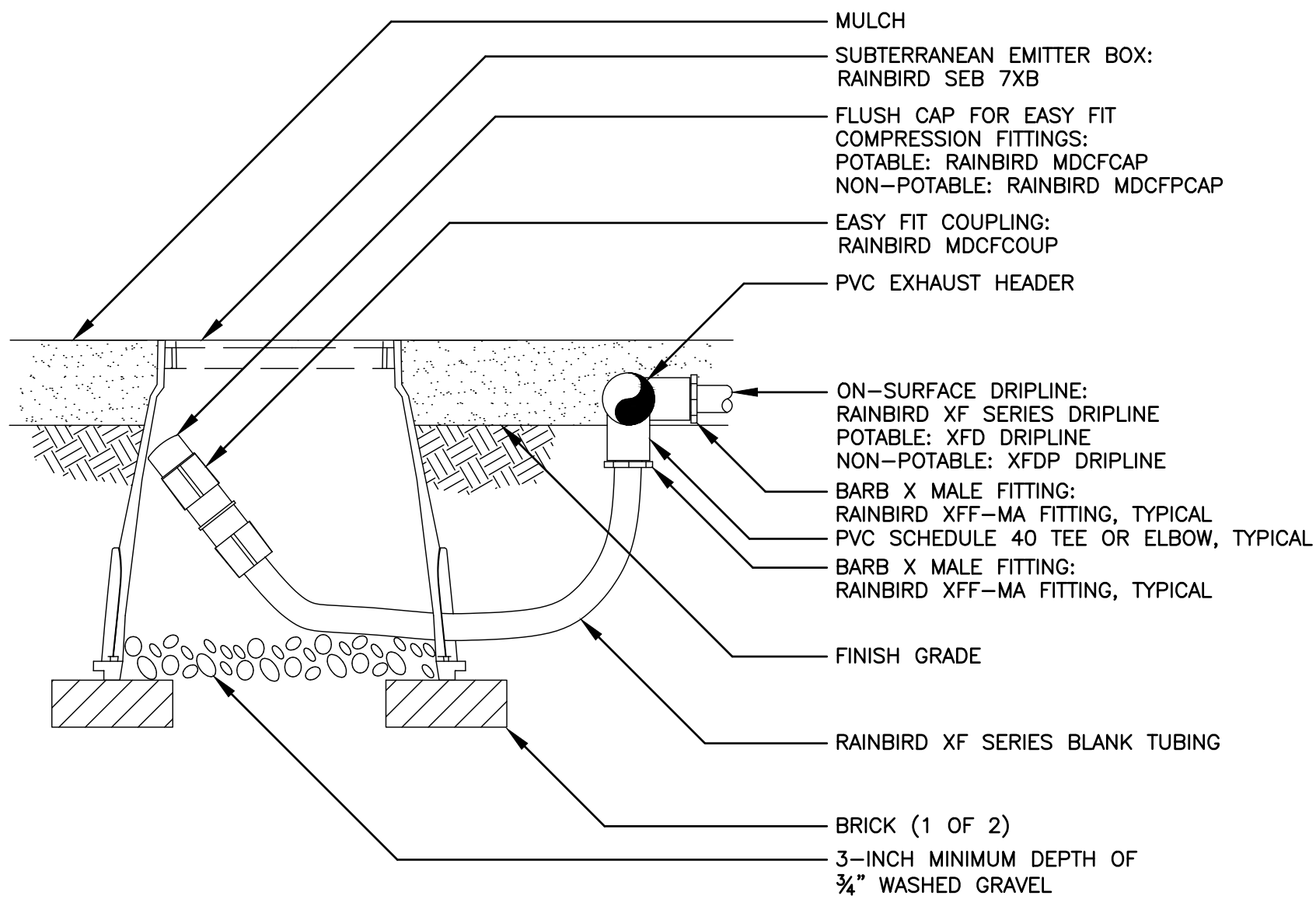
IP2

FIVE OF SIX



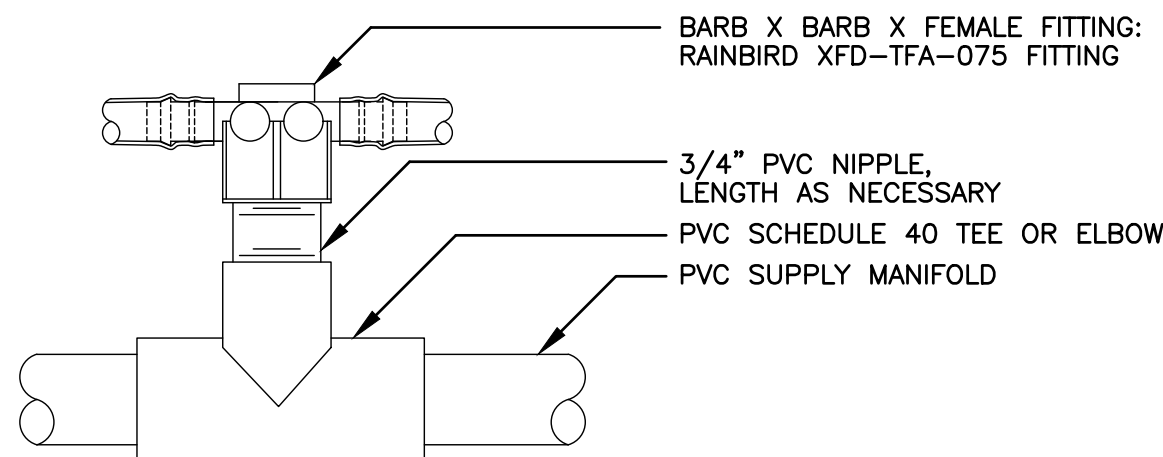
- NOTES:
- DISTANCE BETWEEN LATERAL ROWS AND EMITTER SPACING TO BE BASED ON SOIL TYPE, PLANT MATERIALS AND CHANGES IN ELEVATION. SEE INSTALLATION SPECIFICATIONS ON RAIN BIRD WEB SITE (WWW.RAINBIRD.COM) FOR SUGGESTED SPACING.
 - LENGTH OF LONGEST DRIPLINE LATERAL SHOULD NOT EXCEED THE MAXIMUM SPACING SHOWN IN THE ACCOMPANYING TABLE.
 - WHEN USING 17MM INSERT FITTINGS WITH DESIGN PRESSURE OVER 50PSI, IT IS RECOMMENDED THAT STAINLESS STEEL CLAMPS BE INSTALLED ON EACH FITTING.

7 **XFD ON-SURFACE DRIPLINE CENTER FEED LAYOUT**
IP3 SCALE: N.T.S.



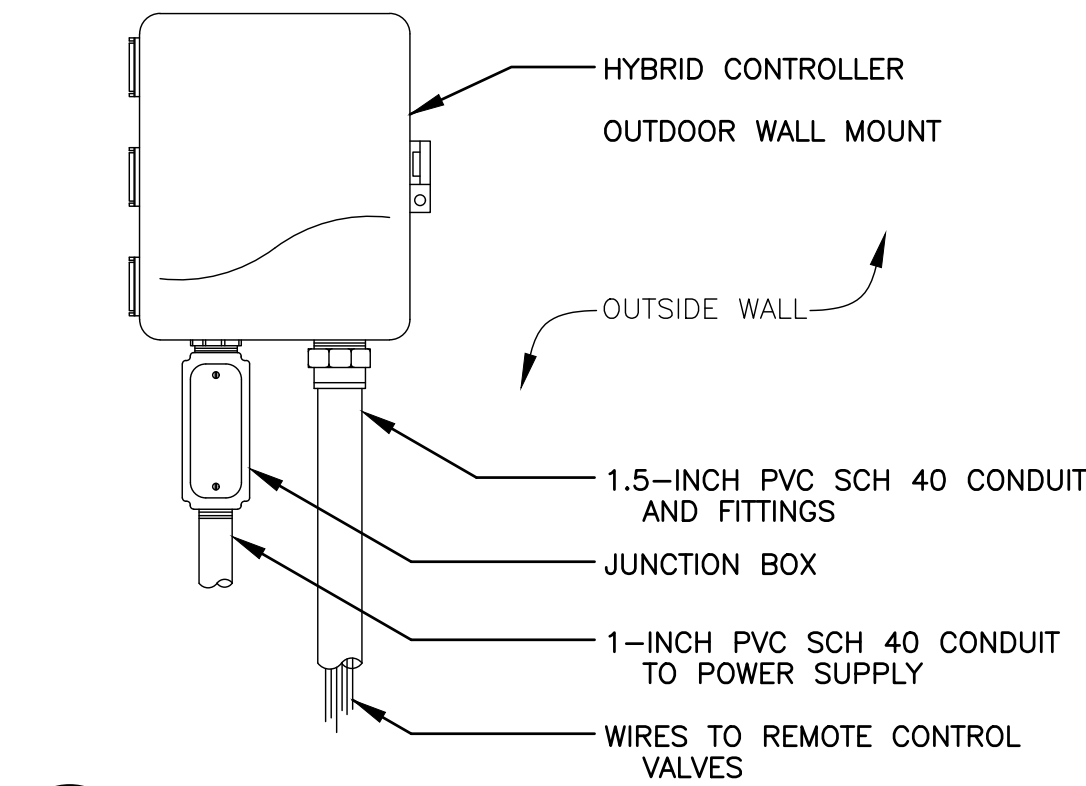
6 **FLUSH POINT DETAIL**
IP3 SCALE: N.T.S.

- NOTE:
- ALLOW A MINIMUM OF 6-INCHES OF DRIPLINE TUBING IN VALVE BOX IN ORDER TO DIRECT FLUSHED WATER OUTSIDE VALVE BOX.

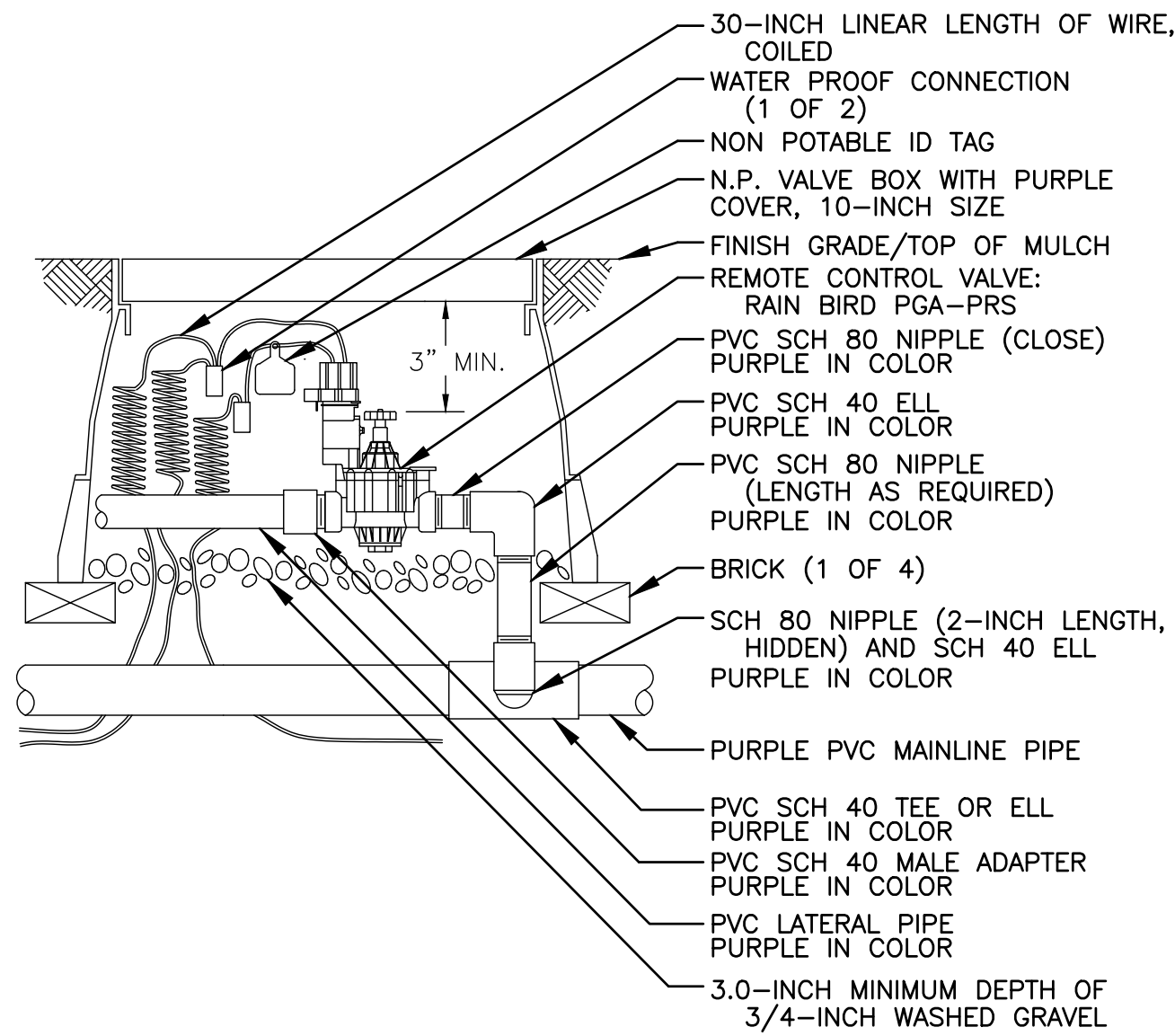


INSET A

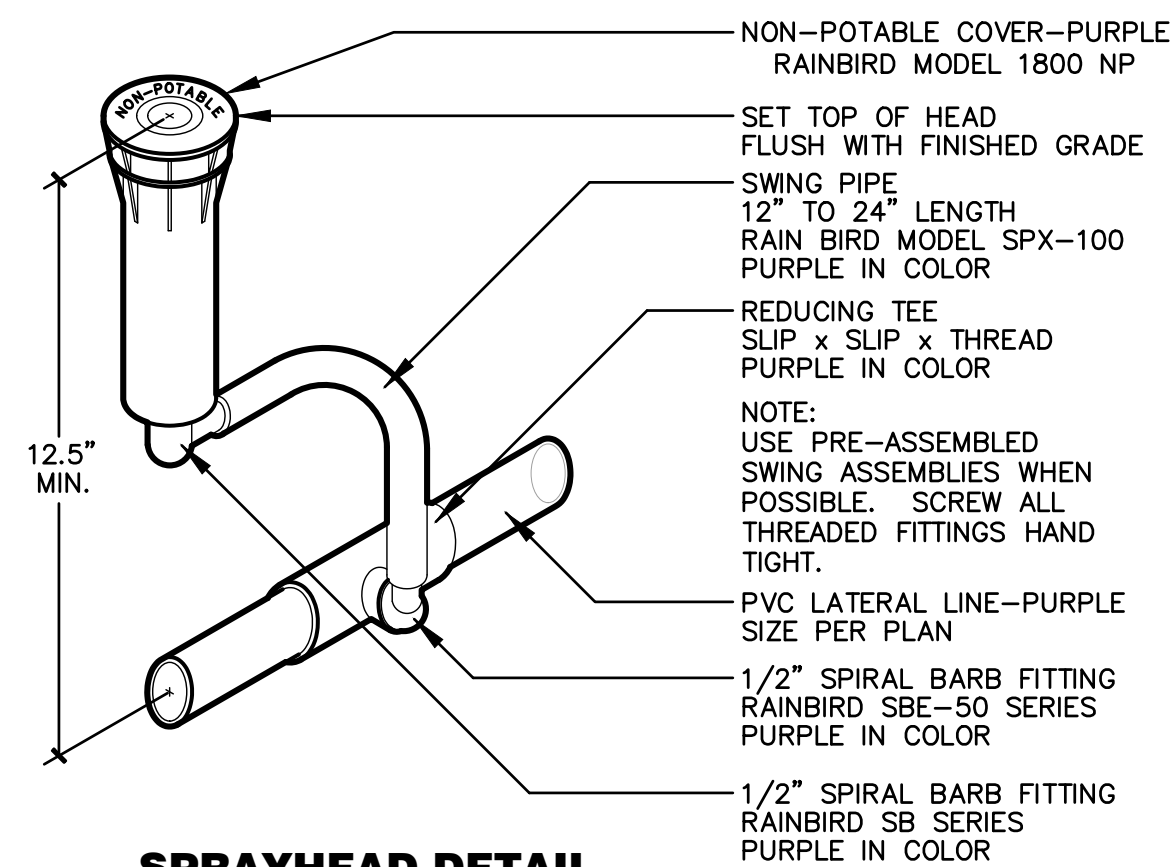
XFD Dripline Maximum Lateral Lengths (Feet)						
Inlet Pressure psi	12" Spacing		18" Spacing		24" Spacing	
	Nominal Flow (gph)		Nominal Flow (gph)		Nominal Flow (gph)	
	0.6	0.9	0.6	0.9	0.6	0.9
15	273	155	314	250	424	322
20	318	169	353	294	508	368
30	360	230	413	350	586	414
40	395	255	465	402	652	474
50	417	285	528	420	720	488
60	460	290	596	455	780	514



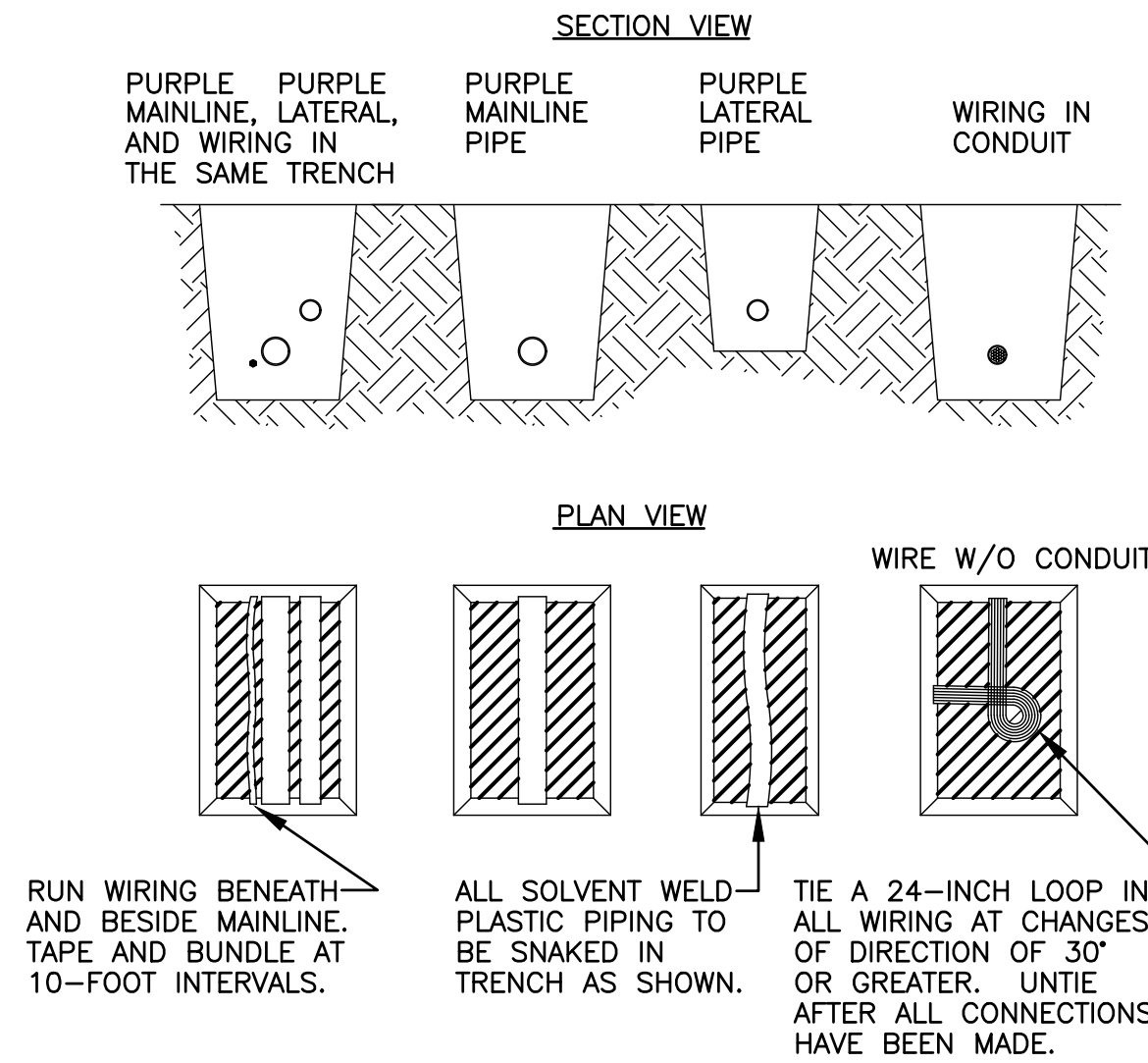
5 **HYBRID CONTROLLER**
IP3 SCALE: N.T.S.



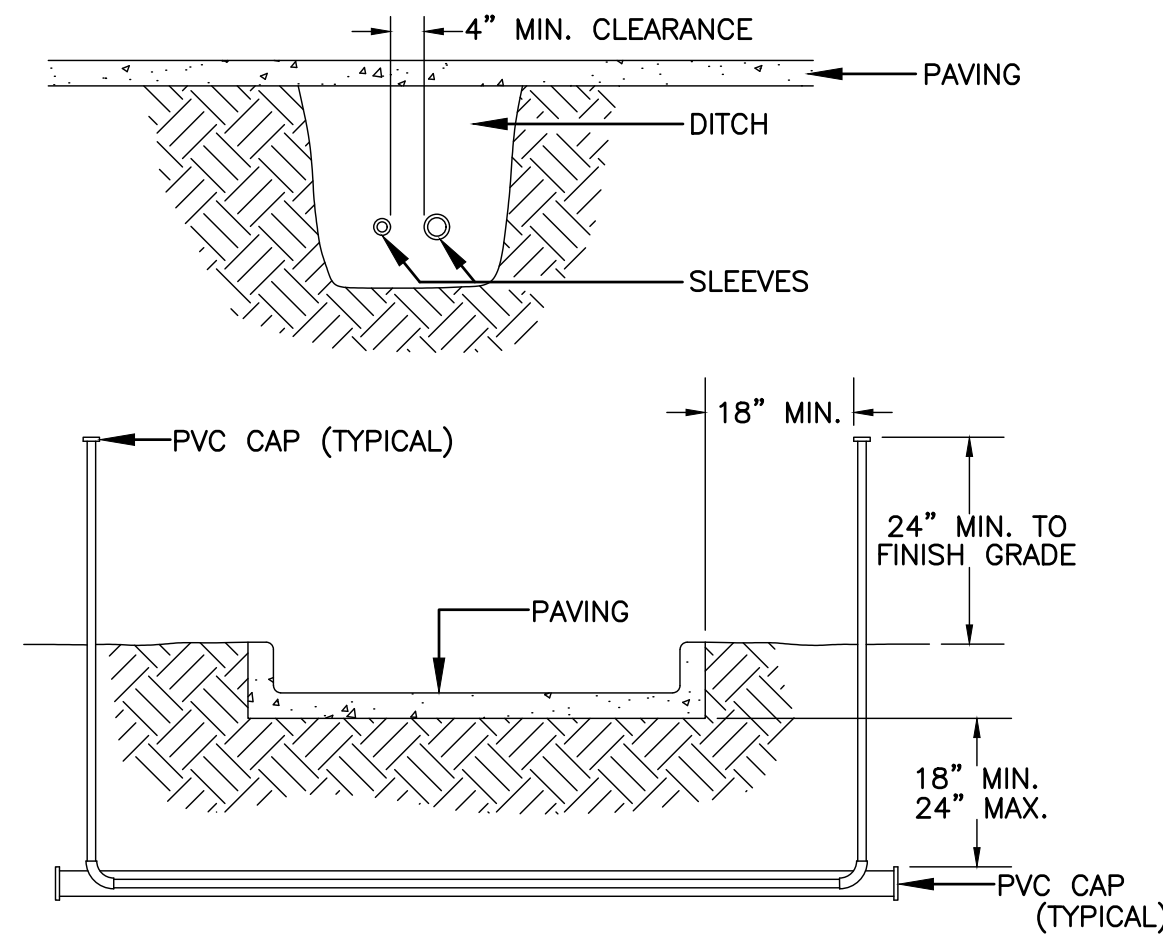
4 **REMOTE CONTROL VALVE -NON POTABLE**
IP3 SCALE: N.T.S.



3 **SPRAYHEAD DETAIL W/ NON-POTABLE COVER-PURPLE**
IP3 SCALE: 1/4"=1" © 2006 ALAN D. HOLT, ASLA

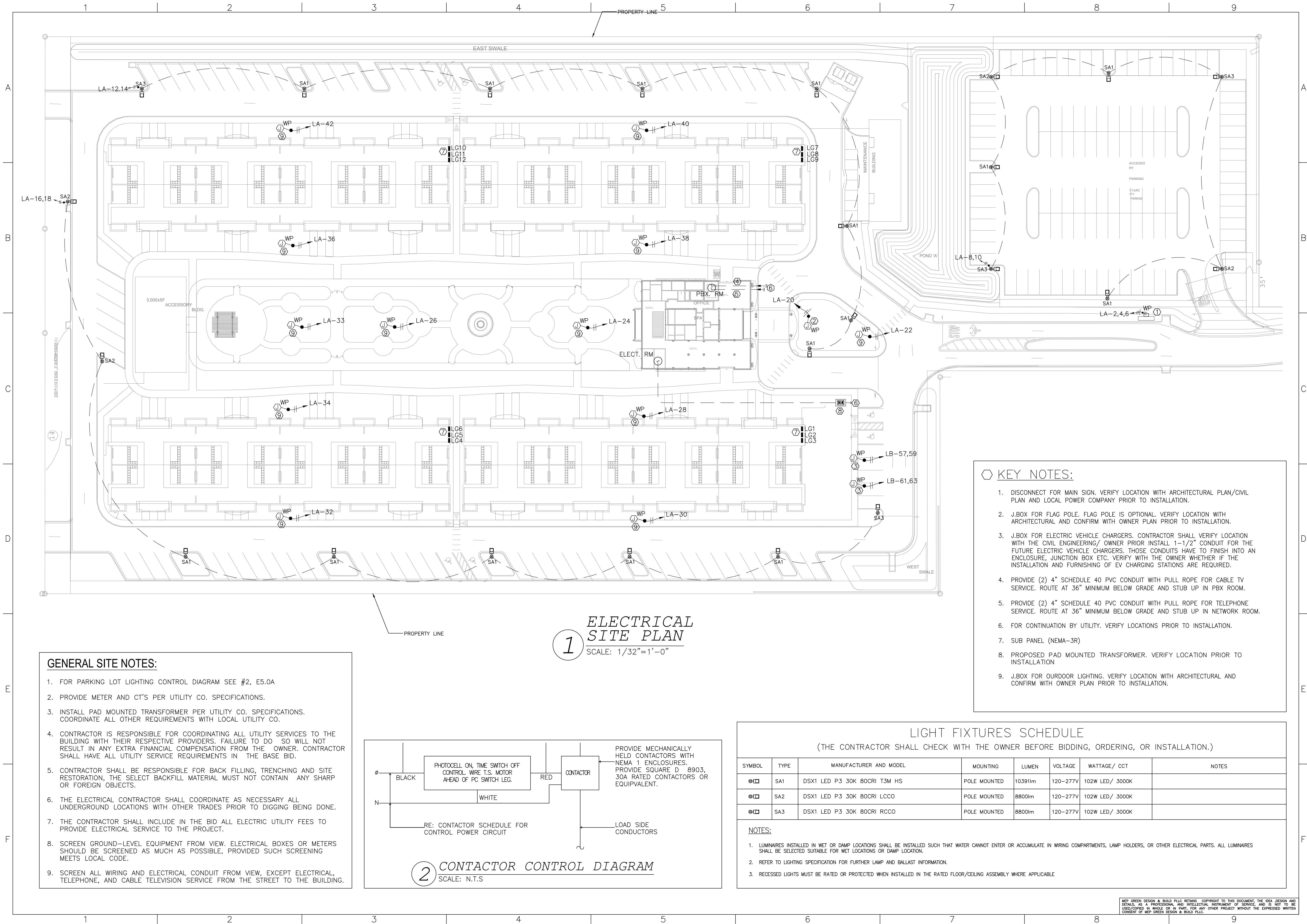


2 **NON-POTABLE PIPE & WIRE TRENCHING**
IP3 SCALE: N.T.S.



- NOTES:
- ALL PVC IRRIGATION SLEEVES TO BE SCHEDULE 40 PURPLE PIPE.
 - ALL JOINTS TO BE SOLVENT WELDED AND WATERTIGHT.
 - WHERE THERE IS MORE THAN ONE SLEEVE, EXTEND THE SMALLER SLEEVE TO 24-INCHES MINIMUM ABOVE FINISH GRADE.
 - MECHANICALLY TAMP TO 95% PROCTOR.

1 **NON-POTABLE SLEEVING DETAIL**
IP3 SCALE: N.T.S.



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www.mepgreendesign.com

FEB. 12, 2024

DATE 02/12/2024
DRAWN PL REVIEWED DV
REVISIONS NO. DATE DESC.

PROJECT # 2249

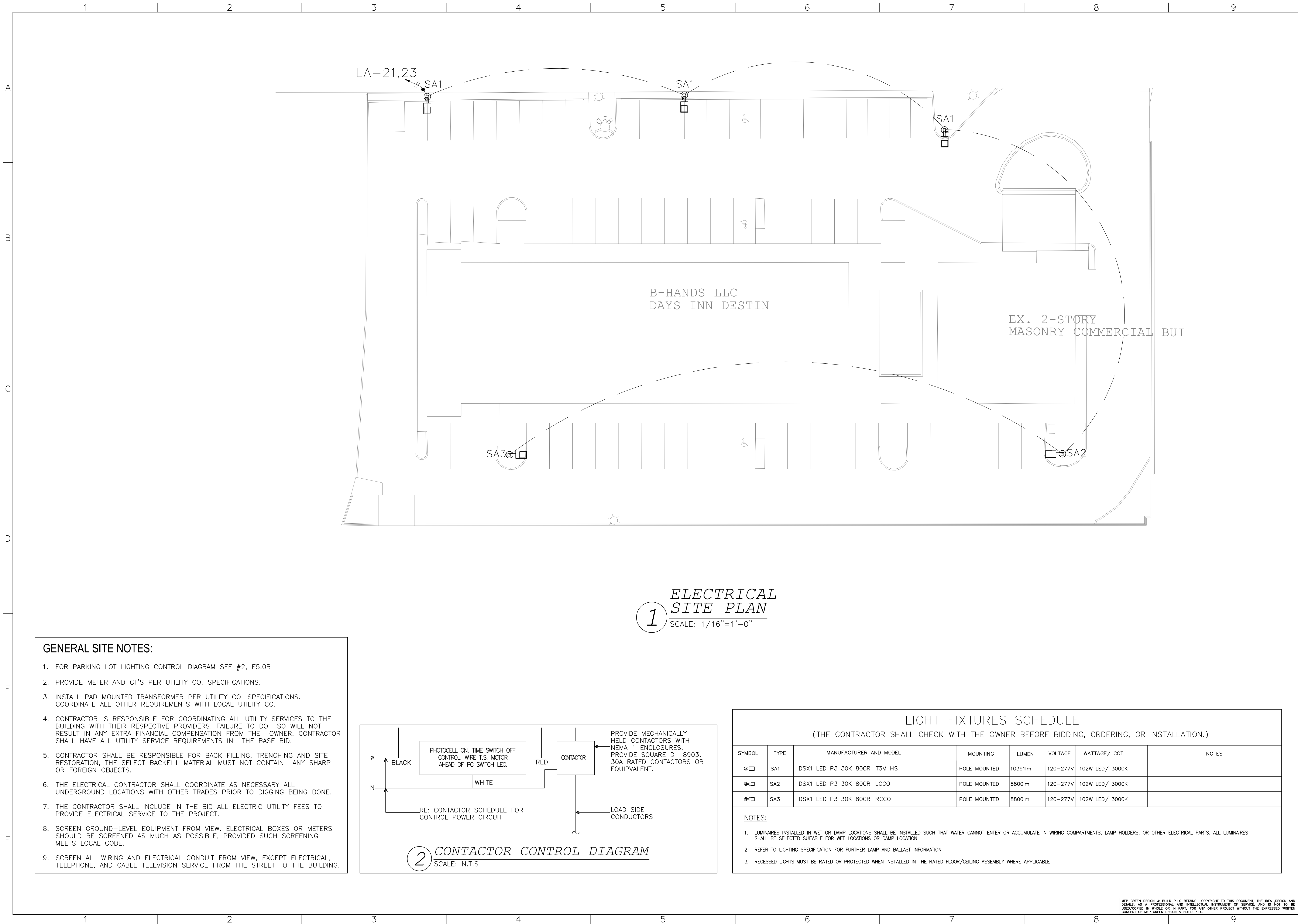
FLORIDA

DESTIN

CONSTRUCTION DOCUMENTS

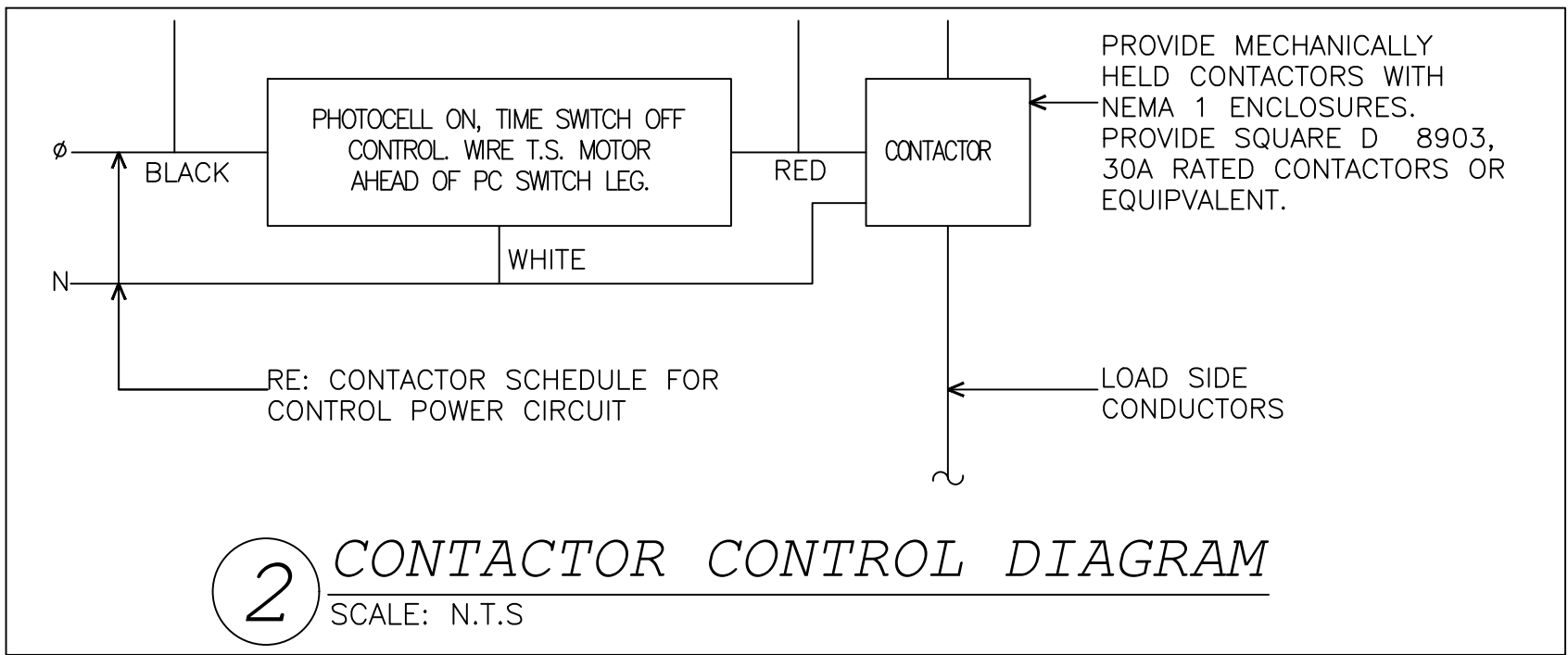
ELECTRICAL SITE PLAN
DESTIN VILLAS
1035 E. HWY 98
DESTIN, FL 32541

SHEET NO. E5.0A



1 *ELECTRICAL SITE PLAN*
SCALE: 1/16"=1'-0"

- GENERAL SITE NOTES:**
- FOR PARKING LOT LIGHTING CONTROL DIAGRAM SEE #2, E5.0B
 - PROVIDE METER AND CT'S PER UTILITY CO. SPECIFICATIONS.
 - INSTALL PAD MOUNTED TRANSFORMER PER UTILITY CO. SPECIFICATIONS. COORDINATE ALL OTHER REQUIREMENTS WITH LOCAL UTILITY CO.
 - CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL UTILITY SERVICES TO THE BUILDING WITH THEIR RESPECTIVE PROVIDERS. FAILURE TO DO SO WILL NOT RESULT IN ANY EXTRA FINANCIAL COMPENSATION FROM THE OWNER. CONTRACTOR SHALL HAVE ALL UTILITY SERVICE REQUIREMENTS IN THE BASE BID.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR BACK FILLING, TRENCHING AND SITE RESTORATION, THE SELECT BACKFILL MATERIAL MUST NOT CONTAIN ANY SHARP OR FOREIGN OBJECTS.
 - THE ELECTRICAL CONTRACTOR SHALL COORDINATE AS NECESSARY ALL UNDERGROUND LOCATIONS WITH OTHER TRADES PRIOR TO DIGGING BEING DONE.
 - THE CONTRACTOR SHALL INCLUDE IN THE BID ALL ELECTRIC UTILITY FEES TO PROVIDE ELECTRICAL SERVICE TO THE PROJECT.
 - SCREEN GROUND-LEVEL EQUIPMENT FROM VIEW. ELECTRICAL BOXES OR METERS SHOULD BE SCREENED AS MUCH AS POSSIBLE, PROVIDED SUCH SCREENING MEETS LOCAL CODE.
 - SCREEN ALL WIRING AND ELECTRICAL CONDUIT FROM VIEW, EXCEPT ELECTRICAL, TELEPHONE, AND CABLE TELEVISION SERVICE FROM THE STREET TO THE BUILDING.



2 *CONTACTOR CONTROL DIAGRAM*
SCALE: N.T.S.

LIGHT FIXTURES SCHEDULE							
(THE CONTRACTOR SHALL CHECK WITH THE OWNER BEFORE BIDDING, ORDERING, OR INSTALLATION.)							
SYMBOL	TYPE	MANUFACTURER AND MODEL	MOUNTING	LUMEN	VOLTAGE	WATTAGE/ CCT	NOTES
	SA1	DSX1 LED P3 30K 80CRI T3M HS	POLE MOUNTED	10391lm	120-277V	102W LED/ 3000K	
	SA2	DSX1 LED P3 30K 80CRI LCCO	POLE MOUNTED	8800lm	120-277V	102W LED/ 3000K	
	SA3	DSX1 LED P3 30K 80CRI RCCO	POLE MOUNTED	8800lm	120-277V	102W LED/ 3000K	
NOTES: 1. LUMINAIRES INSTALLED IN WET OR DAMP LOCATIONS SHALL BE INSTALLED SUCH THAT WATER CANNOT ENTER OR ACCUMULATE IN WIRING COMPARTMENTS, LAMP HOLDERS, OR OTHER ELECTRICAL PARTS. ALL LUMINAIRES SHALL BE SELECTED SUITABLE FOR WET LOCATIONS OR DAMP LOCATION. 2. REFER TO LIGHTING SPECIFICATION FOR FURTHER LAMP AND BALLAST INFORMATION. 3. RECESSED LIGHTS MUST BE RATED OR PROTECTED WHEN INSTALLED IN THE RATED FLOOR/CEILING ASSEMBLY WHERE APPLICABLE							

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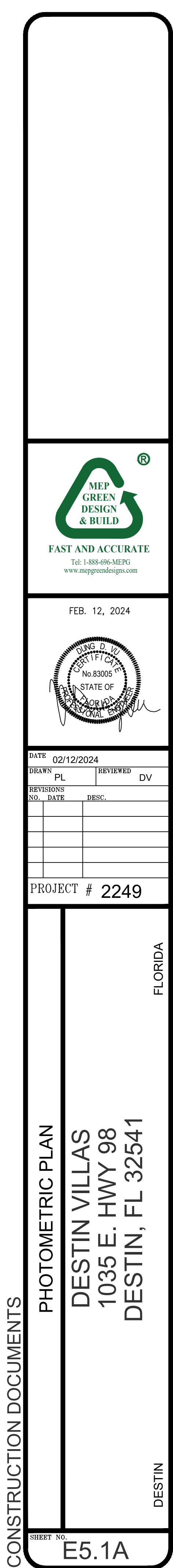
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FAST AND ACCURATE
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www.mepgreendesign.com

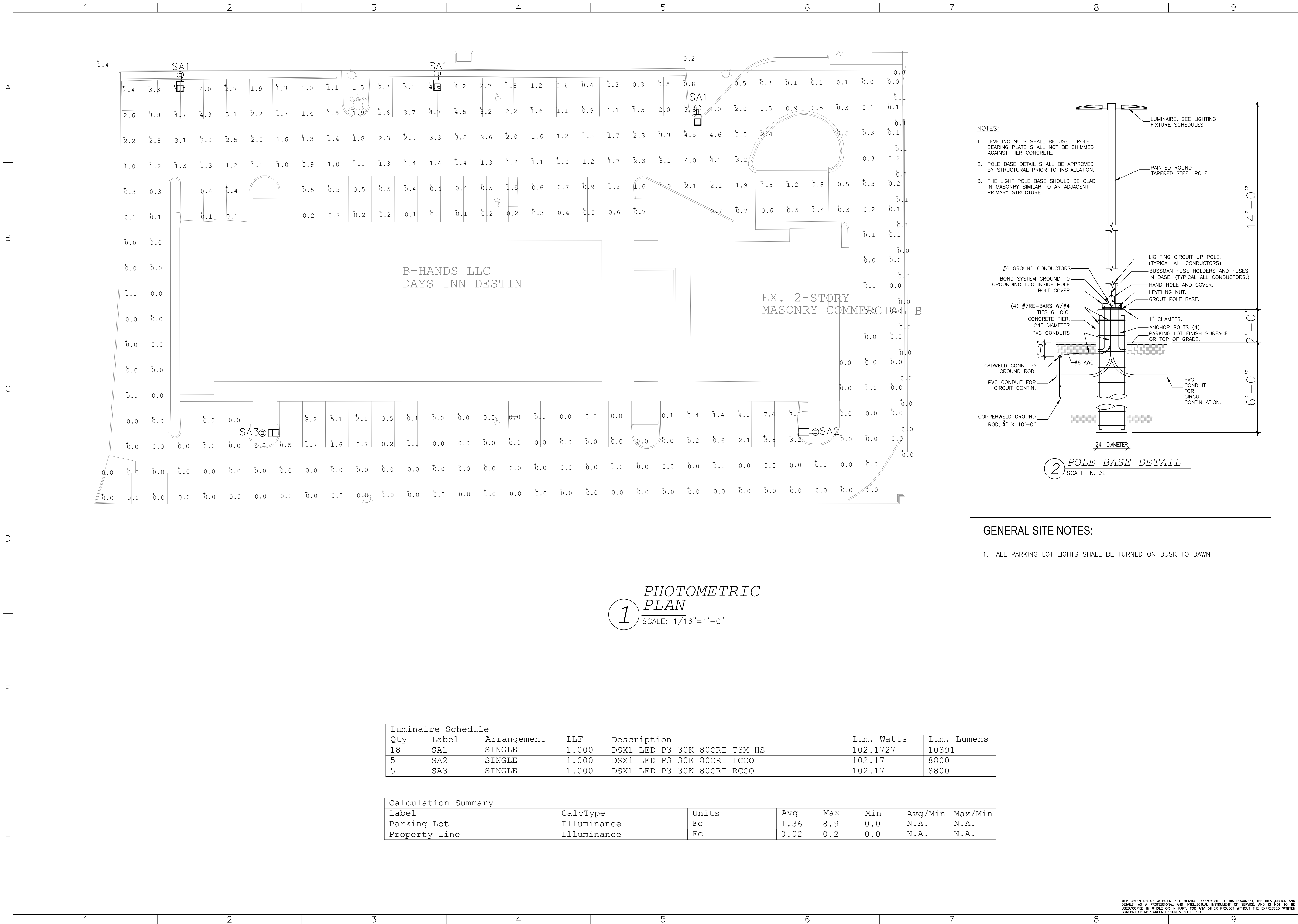
FEB. 12, 2024

DATE 02/12/2024
DRAWN PL REVIEWED DV
REVISIONS
NO. DATE DESC.
PROJECT # 2249

FLORIDA
ELECTRICAL SITE PLAN
DESTIN VILLAS
1035 E. HWY 98
DESTIN, FL 32541
DESTIN

CONSTRUCTION DOCUMENTS
SHEET NO. E5.0B

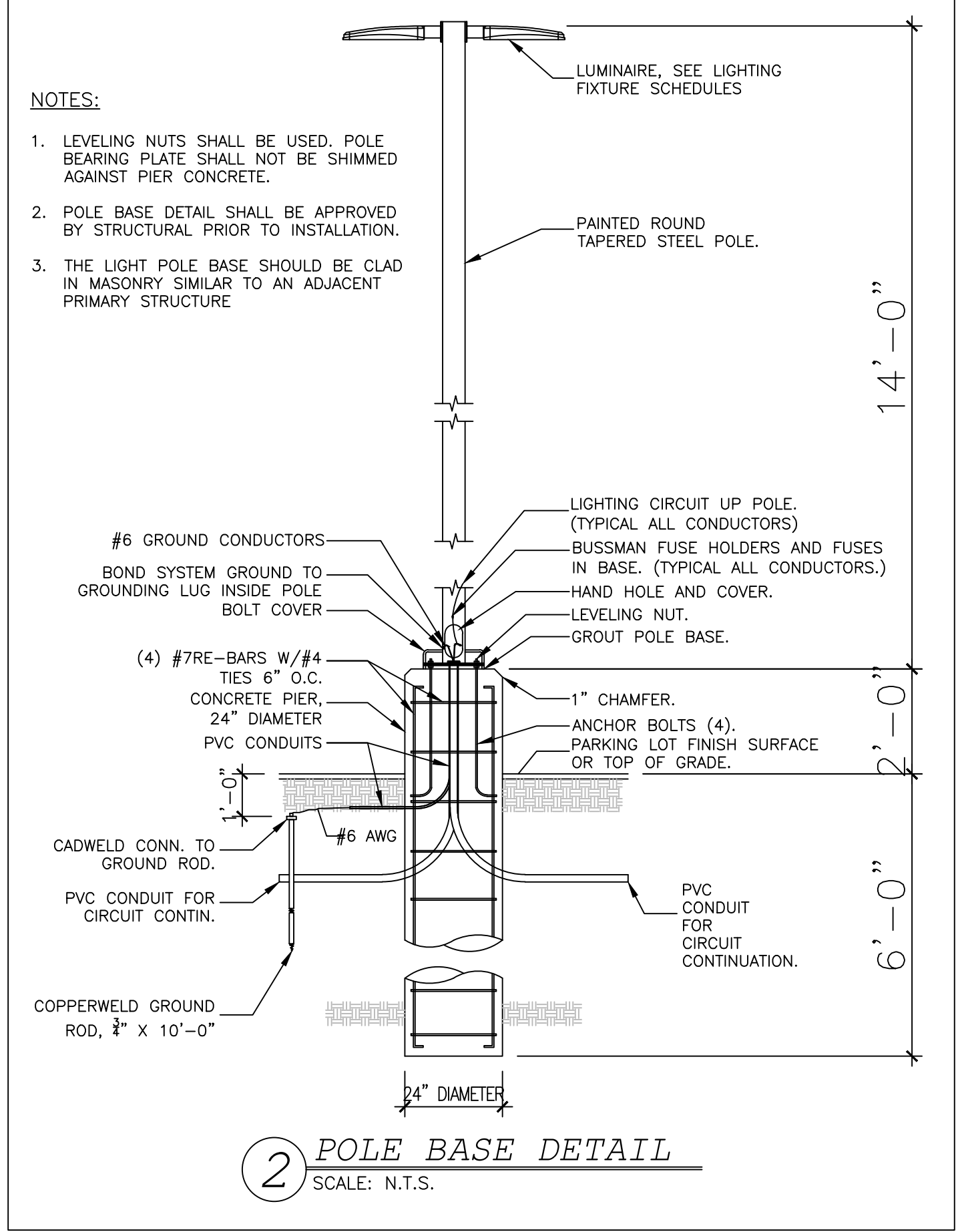




1 **PHOTOMETRIC PLAN**
SCALE: 1/16"=1'-0"

Luminaire Schedule						
Qty	Label	Arrangement	LLF	Description	Lum. Watts	Lum. Lumens
18	SA1	SINGLE	1.000	DSX1 LED P3 30K 80CRI T3M HS	102.1727	10391
5	SA2	SINGLE	1.000	DSX1 LED P3 30K 80CRI LCCO	102.17	8800
5	SA3	SINGLE	1.000	DSX1 LED P3 30K 80CRI RCCO	102.17	8800

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Lot	Illuminance	Fc	1.36	8.9	0.0	N.A.	N.A.
Property Line	Illuminance	Fc	0.02	0.2	0.0	N.A.	N.A.



GENERAL SITE NOTES:

1. ALL PARKING LOT LIGHTS SHALL BE TURNED ON DUSK TO DAWN

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CONSTRUCTION DOCUMENTS

PHOTOMETRIC PLAN

DESTIN VILLAS

1035 E. HWY 98

DESTIN, FL 32541

FLORIDA

DESTIN

PROJECT # 2249

DATE 02/12/2024

DRAWN PL REVIEWED DV

REVISIONS NO. DATE DESC.

SHEET NO. E5.1B

MEP GREEN DESIGN & BUILD

FAST AND ACCURATE

Tel: 1-888-696-MEPG

www.mepgreendesigns.com

FEB. 12, 2024

Professional Engineer Seal: ORNG D. CERTIFIED No. 83005 STATE OF FLORIDA



Community Development Department

Office of the Director

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

January 23, 2024

Development Order No. 23-29

Final Development Order:

DESTIN VILLAS MAJOR DEVELOPMENT ORDER (DEV-000878-2022)

Based upon the City's approval and issuance of this Development Order on January 23, 2024, this document will serve as the Final Development Order for the proposed subject project(s), and includes all of the provisions and conditions in the attached Technical Review Committee Report.

The approved project scope includes the construction of a 64-unit boutique hotel, along with the associated site infrastructure, as well as a separate overflow parking lot for the SunDestin condominiums. This approved Development Order is for the property located and described below:

1035 Highway 98 East
Destin, FL 32541
Parcel ID: 00-2S-22-0000-0024-001C

DETERMINATIONS:

1. This final development order is in accordance with the approved construction documents, which is inclusive of the **Civil Plans (Exhibit A), Landscape Plans (Exhibit B), and Photometric Plans (Exhibit C)**, dated approved January 23, 2024.
2. All the findings and requirements of the Technical Review Committee report are incorporated herein.

CONDITIONS OF APPROVAL:

SPECIFIC CONDITIONS:

1. Given that the stormwater retention for the SunDestin offsite parking lot and the proposed hotel is shared, then a Drainage Easement shall be prepared and signed by both parties prior to issuance of a Certificate of Occupancy (CO).

GENERAL CONDITIONS:

1. Pursuant to the City of Destin Land Development Code:

Construction of infrastructure must commence within one (1) year of approval date (date from

which the Final Development Order is issued by the Community Development Department) of the Final Development Order on **January 23, 2024** (no later than **January 23, 2025**), and must be completed as shown on plans approved by the Technical Review Committee.

WARNING: If the applicant/owner has not obtained a building permit(s) for either the construction of infrastructure or construction of the entire project and that construction has not commenced within one (1) year of issuance of the final development order, the final development order will become null and void and the application for development order approval must be re-initiated (*Land Development Code (LDC) Section 2.21.00*).

NOTE: Construction of infrastructure shall be defined as site work, grading, or other construction activity (not including clearing and grubbing or demolition of existing structures) related to installation of roadways, access drives, parking lots, underground utilities, stormwater or drainage facilities, or building foundations (*LDC Section 2.21.00*).

NOTE: An applicant/owner who desires to extend the twelve (12) month (1 year) deadline for either the construction of infrastructure or construction of the entire project must submit a written request to the Community Development Department, no less than thirty (30) days prior to the expiration of the twelve (12) month deadline to obtain a building permit and commence construction of infrastructure or construction of the entire project. The applicant may receive only one extension, and such extension shall not exceed one year. The applicant /owner should review *LDC Section 2.21.00* for further explanation of the Development Order extension process.

2. If the applicant fully complies with the requirements of Condition No. 1. above, the concurrency capacity allocation status for “Destin Villas” will be protected. **However, the protected concurrency status will be lost and the application for development order approval must be re-initiated if:**
 - A. Construction permit(s) in association with construction of infrastructure or construction of the entire project are not obtained in accordance with *LDC Section 2.10.00* to maintain concurrency, or
 - B. Construction activity ceases for a period of one (1) year after a building permit for construction of infrastructure or construction of the entire project has been issued so that concurrency is not maintained under *LDC Article 6*.
3. The applicant must obtain City of Destin permits for the following activities on and off site (these may require bonding):
 - A. Disturbance of the City's Right-Of-Way.
 - B. Pavement cuts.
 - C. Construction of any kind.
 - D. Clearing, grubbing, or demolition.
 - E. Paving, grading, drainage, sidewalks.
 - F. Signage.
 - G. Installation of utilities.
 - H. Construction trailers.
 - I. Site Screening.



4. The following items must be addressed in the appropriate order:

- A. **Prior to the issuance of any City Permit**, a sign must be posted on the subject property notifying the public of the emergency contact information of the person responsible for the project. Refer to **LDC 7.01.02(B)** for details on the size, location and contents of the sign. Additionally, a posting of emergency contact information sign affidavit must be submitted to the Planning Division prior to the issuance of any permits.
- B. **Prior to the Commencement of Construction**, a fence permit, with a copy of the approved Erosion Control, Staging, and Construction Parking Plan for the site must be submitted and approved by the City. The submitted plan shall also indicate the location of the Construction Site Screening. Said screening must meet the requirements set forth in ***Destin Code of Ordinances, Section 6-51 Screen Criteria***.
- C. **Prior to the issuance of any City Permit**, obtain a Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) permit and submit a copy to the City Engineer, if applicable. Provide a copy of the Stormwater Pollution Prevention Plan (SWPPP) as required for the NPDES permit for all construction disturbance over 1 acre.
- D. **Prior to the issuance of any City Permit**, a copy of the Northwest Florida Water Management District (NFWFMD) storm water permit and a NPDES storm water construction generic Permit (if applicable) approval shall be provided.
- E. **Prior to the issuance of a Certificate of Occupancy**, the developer/owner, engineer of record and the contractor shall make themselves familiar with ***LDC Article 11.09.00., Illicit Discharge***, and shall comply with the codes, or be subject to enforcement.
- F. **Prior to the issuance of a Certificate of Occupancy**, all applicable Impact Fees and other outstanding costs associated with this project that are owed to the City must be paid in full. The fee below is an **estimate only** and represents the Impact Fee rate as currently adopted. The fee will be reevaluated and assessed based on the fees adopted at the time of Building Permit application submittal.

Estimated impact fee total: \$79,040.00

- G. **Prior to the issuance of a Certificate of Occupancy**, the site layout, landscaping, outdoor lighting and architectural design must be inspected and approved by the Community Development Department.
- H. **Prior to the issuance of a Certificate of Occupancy**, all assigned address number(s) for the principal building(s) shall be installed in accordance with ***LDC Section 7.18.04***.

Louis Zunguze
Community Development Director
City of Destin

Date

Jim Slonina, P.E.
Authorized Agent
Panhandle Engineering, Inc.

Date

**TECHNICAL REVIEW COMMITTEE REPORT
DESTIN VILLAS
MAJOR DEVELOPMENT ORDER (DEV-000878-2022)**

Applicant: Ramanada LLC
Agent: Panhandle Engineering, Inc.
Location: 1035 Highway 98 E.
Request: Construction of a 64-unit boutique hotel, along with the associated site infrastructure, as well as a separate overflow parking lot for the SunDestin condominiums.
Parcel Size: ±9.18 acres, ±399,880 square feet
Future Land Use: Town Center Mixed Use (TCMU)
Zoning District: Town Center Mixed Use (TCMU)
Density: N/A
Intensity: FAR: 1.5 Allowed; 0.22 Proposed
Application Date: September 26, 2022
Approved Site Plan Date: August 14, 2023

DISCUSSION/FINDINGS

Panhandle Engineering, Inc., on behalf of Ramanada LLC, is requesting approval for a Major Development Order, which includes the construction of a 64-unit boutique hotel, along with the associated site infrastructure, as well as a separate overflow parking lot for the SunDestin condominiums. The subject project is located at 1035 Highway 98 East (Parcel ID: 00-2S-22-0000-0024-001C), totaling approximately 9.18 acres.

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

The subject property is within the **Town Center Commons Planning Area**. Also, the property has a Future Land Use Map Designation of **Town Center Mixed Use (TCMU)** and a Zoning Designation of **Town Center Mixed Use (TCMU)**. The proposed use is consistent with these land use regulations. The project, as required by the Comprehensive Plan and the Land Development Code, has undergone a compatibility review and meets the minimum requirements.

LAND USE

Hotels and motels are a permitted use within the **TCMU** future land use designation and within the **TCMU** zoning district.

INTENSITY

Maximum allowed: 1.5 FAR
Provided: 0.22 FAR

HEIGHT

Maximum allowed: 75' / 6 stories
Provided: 16' / 1 story

SETBACKS

Front required: 16' minimum – 26' maximum
Front provided: Due to the 'flag-like' configuration of the existing property, the front setback along Highway 98 could not be achieved; however, the maintenance building is proposed ±26 from the front property

line of the buildable area (property line north of the existing Days Inn). Therefore, the intent of developing closer to the Highway 98 corridor has been met due to the configuration of the lot.

Side minimum required (east): None
Side provided (east): ±80'

Side minimum required (west): None
Side provided (west): ±64'

Rear minimum required: None'
Rear provided: ±69'

OPEN SPACE

Minimum required: 30%
Provided: 51%

PLATTING

There is no platting associated with this application.

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:

Traffic: Signed August 16, 2023

Stormwater Management: Signed August 17, 2023

Potable Water/Sanitary Sewer: Signed July 26, 2023

Solid Waste: Signed December 12, 2022

AIRPORT PROTECTION

As proposed, this project is not affected by nor affects the Destin Executive Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport impact area.

NOTE: If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

TRANSPORTATION ANALYSIS

The traffic analysis, signed and dated November 10, 2022, indicates the proposed development will generate eighteen (18) PM peak hour trips. The analysis is consistent with the technical methodology outlined in *LDC 6.05.05*.

RIGHT-OF-WAY DEDICATION

The project does not include any Right-of-Way dedication.

INGRESS/EGRESS

Vehicular access to the property is provided by a two-way access from the Highway 98 public right-of-way (ROW), with the design incorporating potential tie-ins to any future roadway within/along the Gulf Power Easement.

PEDESTRIAN NETWORK

The project provides a complete pedestrian network as required in *LDC 8.09.03.A(6)*. A continuous on-site internal sidewalk is provided throughout the development.

PARKING:

Required vehicle parking spaces:	67
Provided vehicle parking spaces:	95 (including 6 ADA spaces)
Required bicycle parking spaces:	3
Provided bicycle parking spaces:	5

A Parking Agreement between Sundestin and Athena Development Enterprises, Inc. was entered into in December 2003 and recorded on January 13, 2004. As the applicant (Ramanada LLC) was the successor-in-title to this agreement, the applicant has proposed to construct an overflow parking lot for Sundestin, which contains 111 parking spaces. This was the minimum required parking to be provided, per the agreement. This area is illustrated on the Civil Plan set as the 'Parking Easement Boundary'.

This overflow parking area was reviewed as part of the original Sundestin Development Order, approved by the County and accepted by the City in DO-93-09.

UTILITIES:

All utilities are required to be underground.

STORMWATER:

The City Manager's Stormwater designee approved the stormwater plan on July 27, 2023.

Given that the stormwater retention for the SunDestin offsite parking lot and the proposed hotel is shared, then a Drainage Easement shall be prepared and signed by both parties prior to issuance of a Certificate of Occupancy (CO).

REFUSE COLLECTION:

All non-construction related dumpsters, trashcans, and recycling bins shall be placed in solid waste collection areas or inside a building. The approved dumpster location within Exhibit A shall not be altered unless a Development Order (DO) Deviation is submitted, reviewed, approved, and issued.

WHITE SANDS ZONE

The proposed project is located within a White Sand Zone II.

LANDSCAPING

Front perimeter/common boundary:	Not applicable
Interior parking landscape:	Provided
Buffer zone:	Provided
Preservation and restoration:	

Reforestation trees required:	87
Preserved tree credits:	0
Protected trees to be removed:	0
Replacement trees required:	0
Required parking trees:	38
Required street trees:	2
Total required trees:	127
Total trees provided*:	142

***Modification/alteration to any approved species of trees or shrubs shall be reviewed and approved by the Community Development Director or their designee prior to installation. A Development Order (DO) Deviation may be required if the proposed changes do not substantially meet the originally approved landscape plan.**

SIGNS

No signs were reviewed for permitting or compliance with the Development Order application. All proposed signs must be permitted through a sign permit and shall comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

IMPACT FEES:

Final impact fee amounts have been developed using the provisions outlined in ***LDC 19.03.05.A***. The impact fees identified below are an estimate. The actual Impact fees will be calculated and assessed at time of building permit submittal.

LAND USE	UNITS (per room)	PARK	LIBRARY	POLICE	TRANS.	TOTAL
Hotel/Motel, per room	64	\$243.00	\$0	\$11.00	\$981.00	
<i>Totals</i>		<i>\$15,552</i>	<i>\$0</i>	<i>\$704</i>	<i>\$62,784</i>	<i>\$79,040.00</i>

OTHER FEES:

Consultant Transportation CEC Review 1: \$145.67 (Paid)

Consultant Transportation CEC Review 2: \$124.86 (Paid)

COMMENTS:

There has been no public comment recorded regarding this project.

This instrument prepared by:
Lori Ellen Ward, Esq.
Emmanuel Sheppard & Condon
195 Grand Blvd., Suite 101
Miramar Beach, FL 32550

SPECIAL WARRANTY DEED

THIS INDENTURE, made effective as of the 18th day of January, 2018, between **SC&D Gulf Enterprises, LLC, a Florida limited liability company ("Grantor")**, whose address is P.O. Box 26504, Macon, GA 31221, in favor of **Ramananda, LLC, a Florida limited liability company ("Grantee")**, whose address is 139 Dominica Court, Miramar Beach, FL 32550.

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), lawful money of the United States of America, to it in hand paid by Grantee, at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee and its successors and assigns forever, the parcel of land, with the building and improvements thereon erected, situate, lying and being in the County of Okaloosa County, State of Florida, and more particularly described on the attached **Exhibit A** (the "**Property**").

Subject however, to:

- (a) Real property taxes and assessments for the year 2018 and thereafter;
- (b) Zoning and other regulatory laws and ordinances affecting the Property;
- (c) Matters that would be disclosed by an accurate survey;
- (d) Any plat affecting the Property; and
- (e) Easements, rights of way, limitations, conditions, covenants, restrictions, and other matters of record.

TOGETHER with all singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby specially warrants the title to the Property and will defend the same against the lawful claims of any persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

Signature: *Bobby Parish*
Print Name: Bobby PARISH

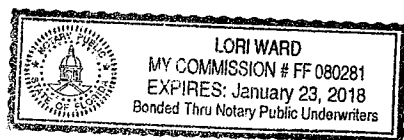
Signature: *L Ward*
Print Name: Lori Ellen Ward

SC&D Gulf Enterprises, LLC,
a Florida limited liability company

By: *12/17/17*
Fengming Qiu, its Manager

STATE OF FLORIDA)
) SS.
COUNTY OF WALTON)

The foregoing instrument was acknowledged before me this 17th day of January, 2018, by Fengming Qiu, Manager of SC&D Gulf Enterprises, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has provided a driver's license as identification.



L Ward
Notary Public
Print Name: Lori Ellen Ward
Serial No. (if any): FF080281

EXHIBIT A
LEGAL DESCRIPTION

A portion of Township 2 South, Range 22 West, Okaloosa County, Florida, being more particularly described as follows:

To find the point of beginning, commence at a point on the Southerly right-of-way line of State Road 30 (U.S. 98) (having a 150 foot right-of-way width) that is 4,100 feet due East of the East line of THE REVISED SECOND EAST PASS ADDITION TO DESTIN, as recorded in Plat Book 1, at Page 19a, of the Public Records of Okaloosa County, Florida; thence running North $11^{\circ}57'44''$ East at right angles to the aforesaid right-of-way line, a distance of 150.00 feet to the Northerly right-of-way line of State Road 30 (U.S. 98) (having a 150 foot right-of-way width); thence running North $78^{\circ}02'16''$ West along the aforesaid right-of-way line a distance of 640.06 feet to a point being the POINT OF BEGINNING; from the Point of Beginning as thus established, continuing thence North $78^{\circ}02'16''$ West along said right-of-way line, a distance of 90.00 feet to a point; thence departing said right-of-way line and running North $11^{\circ}57'44''$ East a distance of 550.00 feet to a point; thence running North $78^{\circ}02'16''$ West a distance of 170.00 feet to a point; thence running North $11^{\circ}57'44''$ East a distance of 704.58 feet to a point; thence running South $78^{\circ}04'36''$ East a distance of 437.06 feet to a point; thence running South $11^{\circ}57'44''$ West a distance of 954.88 feet to a point; thence running North $78^{\circ}02'16''$ West a distance of 177.06 feet to a point; thence running South $11^{\circ}57'44''$ West a distance of 300.00 feet to a point being the POINT OF BEGINNING.

1 h

Kathleen O. Berkey, AICP
Shareholder and Certified Land Planner
Board Certified Attorney, City, County, and
Local Government Law
Phone: 239.628.4919 Fax: 239.433.5933
KBerkey@beckerlawyers.com



Becker & Poliakoff
Six Mile Corporate Park
12140 Carissa Commerce Court, Suite 200
Fort Myers, Florida 33966

Northern Trust Building
4001 Tamiami Trail North, Suite 270
Naples, Florida 34103

December 16, 2022

VIA E-MAIL: rohancp2005@gmail.com

VIA CERTIFIED MAIL NO. 9414814902370576266020
RETURN RECEIPT REQUESTED
VIA U.S. FIRST-CLASS MAIL

Ramananda LLC
c/o Rohan Patel, Registered Agent
139 Dominica CT
Miramar Beach, FL 32550

**Re: Sundestin International Condominium Owners' Association, Inc. / Overflow Parking
Lot and City of Destin Project No. 22-59-SP (Destin Villas Hotel)**

Dear Mr. Patel:

Please be advised that our Firm represents Sundestin International Condominium Owners' Association, Inc. ("Sundestin"). As we understand, Ramananda LLC ("Ramananda") filed an application with the City of Destin ("City") for approval of a Major Deviation to a Major Development Order to allow for the construction of a 64-unit boutique hotel, and all related site infrastructure ("Project") at 1035 Highway 98 East, Destin, Florida 32451 ("Subject Property"). Sundestin is located southeast and across Highway 98 E from the Subject Property and is within the City's 300-foot required notice area for the Project. The application package for the Project, which includes civil plans signed and sealed on November 10, 2022 ("Project Plans") and a survey dated October 6, 2015 ("Survey"), provides that retention Pond "A" and other improvements are proposed north of and behind the Chick-Fil-A, located at 1063 Hwy 98 E ("Chick-Fil-A Property") and outside of the Project area.

To the extent you were not already aware, a Second Amended and Restated Parking License Agreement was made and entered into by and between Sundestin and Athena Development Enterprises, Inc. ("Athena") effective December 19, 2003, and was recorded in the Okaloosa County Public Records at Official Records Book 2501, Page 4229 *et seq.*, on January 13, 2004 ("Parking License Agreement," **enclosed** herein). As the current owner of the Subject Property,

Ramananda is a successor-in-title to Athena. The Parking License Agreement is necessary for Sundestin to maintain compliance with the City's parking requirements.

The Parking License Agreement, which is also noted on the Project Plans and Survey, provides in pertinent part that *Athena and its successors-in-title*:

- 1) Granted to Sundestin, its members and owners, and guests or tenants of the owners the right to use a *perpetual* non-exclusive license for surface parking on the ±1.405 acre "Parking Easement Parcel" north of and behind the Chick-Fil-A Property as depicted on the Parking Easement Site Plan attached to the Parking License Agreement as Exhibit "C" for the purpose of providing a minimum of 111 (but no more than 125) overflow parking spaces;
- 2) Agreed to grade and maintain the Parking Easement Parcel to accommodate Sundestin's overflow parking within sixty (60) days from the Effective Date of the Parking License Agreement, but not later than March 15, 2004;
- 3) Agreed to make an application, *as required by the City*, to asphalt, stripe, install concrete dividers/islands, and install lighting according to the Building Code for the City and undertake these improvements at their sole expense and cost as part of the final improvements made to the Subject Property, but before the issuance of the first Certificate of Occupancy by the City for the Subject Property;
- 4) Agreed to provide a vehicular and pedestrian easement for ingress and egress to the Parking Easement Parcel, at all times, as designed on the overall site plan and legal description attached to the Parking License Agreement as Exhibit "D;" and
- 5) Agreed to convey the Parking Easement Parcel, together with a non-exclusive, perpetual easement for ingress, egress, and access to the Parking Easement Parcel, to Sundestin within twenty-four (24) months of the date of which ownership of the Parking Easement Parcel is not required to obtain a development order, permit, or other governmental approval on the Subject Property and all Parking Easement Parcel improvements have been completed.

In light of the foregoing, demand is hereby made that the Project Plans be revised to honor and respect the terms and conditions of the Parking License Agreement, to which Ramananda is a party as a successor-in-title to Athena and which allows Sundestin to maintain compliance with the City's parking requirements. In other words, all proposed improvements that will encroach into the existing Parking Easement Parcel or otherwise infringe upon the perpetual license rights for surface parking and/or the corresponding easement rights for ingress, egress, and access to and from same, from which Sundestin, its members and owners, and their respective guests and tenants benefit, must be moved.

Given the need to revise the proposed project to account for the Parking License Agreement, now is the time for Ramananda to do the following as required by the Parking License Agreement: (1)

make an application to the City to grade, asphalt, stripe, and install the concrete dividers/islands and lighting to serve the required 111 to 125 overflow parking spaces on the Parking Easement Parcel as part of the final improvements on the Subject Property; (2) undertake these improvements at its sole cost and expense before the issuance of the first Certificate of Occupancy by the City for the Subject Property; and (3) convey ownership of the Parking Easement Parcel, together with the ingress and egress easement to same, to Sundestin within twenty-four (24) months after the improvements on the Parking Easement Parcel being completed.

Thank you in advance for your prompt attention to this matter.

Very truly yours,



Kathleen O. Berkey
For the Firm

KOB/sf
Enclosure

cc: Vickie Giles, General Manager/CAM, Sundestin International Condominium Owners' Association, Inc. (via e-mail only w/encl.: vgiles@myscenicstays.com)
Daniel Butler, Senior Planner, City of Destin (via e-mail only w/encl.: dbutler@cityofdestin.com)
James H. Slonina, P.E., Panhandle Engineering, Inc. (via e-mail only w/encl.: jhs@panhandleengineering.com)
Ramananda LLC, c/o Rohan Patel, Registered Agent, 101 Hwy 85 N, Niceville, FL 32578
(via Certified Mail No. 9414814902370576266037, Return Receipt Requested, and via U.S. First-Class Mail)
Jay Roberts, Esquire

FILE # 2088033 RCD: 01/13/2004 @ 03:31 PM, BK: 2501 PG: 4229 RECORDING:
\$51.00 DEPUTY CLERK PFELLER NEWMAN C. BRACKIN, OKALOOSA COUNTY FL

Recorders Memo:
Legibility of some entries on this
page/document not suitable for
Microfilming/Imaging records.

51.00

After Recording
Return this Document To:
MELISSA E. JOHNSON, Esq.
50 Corte Palma
Santa Rosa Beach, Florida 32459

SECOND AMENDED AND RESTATED PARKING LICENSE AGREEMENT

THIS SECOND AMENDED AND RESTATED PARKING LICENSE AGREEMENT (the "Agreement") is made and entered into as of this 19th day of December, 2003, by and between ATHENA DEVELOPMENT ENTERPRISES, INC. ("Athena") and SUNDESTIN INTERNATIONAL OWNERS ASSOCIATION ("SunDestin").

WITNESSETH:

WHEREAS, Sun Village Developers, Inc., as Grantor, and SunDestin, Ltd., as Grantee, entered into that certain Parking License Agreement dated April 27, 1984 and recorded in Official Records Book 1242, Page 1153, Okaloosa County, Florida (the "Original Parking License Agreement"), and additional documents relative to the Original Parking License Agreement were recorded in the aforesaid records, as follows: (i) Amendment to Parking License Agreement by First Southern Federal Savings and Loan Association dated July 31, 1986 and recorded in Official Records Book 1355, Page 884, Okaloosa County, Florida, and (ii) Second Amendment to Parking License Agreement by and between Atlus Bank, a federal savings bank, formerly known as First Southern Federal Savings and Loan Association, and SunDestin, Ltd., dated July 29, 1987, and recorded in Official Records Book 1439, Page 891, Okaloosa County, Florida (the Original Parking License Agreement and other recorded documents are herein collectively referred to as the "Parking License"); and

WHEREAS, Chick-Fil-A, Inc., purchased that certain parcel of land lying and being in the City of Destin, Okaloosa County, Florida, such tract or parcel of land being more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), a portion of which Property was encumbered by the Parking License, and SunDestin succeeded to all right, title and interest of SunDestin, Ltd., in, to and under the Parking License; and

WHEREAS, in accordance with that certain Settlement Agreement dated August 19, 1997 regarding Case No.: 95-1850-CA in the Circuit Court in and for Okaloosa County, Florida (the "Settlement Agreement") and in furtherance of and in accordance with the Final Judgment of said Court dated August 19, 1997 (the "Final Order"), recorded in Official Records Book 2096, page 1695, of the Public Records of Okaloosa County, Florida, Chick Fil-A, Inc. and SunDestin executed that certain Amended and Restated Parking License Agreement dated September 27, 1997, recorded in Official Records Book 2105, page 1161, of the Public Records of Okaloosa County, Florida (the "Amended and Restated Parking License"); and

WHEREAS, Athena now owns the Property and Athena and SunDestin have agreed to further amend the Amended and Restated Parking License as more particularly set forth below.

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, including the assignment of beach access recorded contemporaneously herewith, the receipt, adequacy and sufficiency of which are hereby acknowledged, Athena and SunDestin, intending to be legally bound, hereby covent and agree as follows:

1. **Definitions.** The following defined terms are used in this Agreement:
 - 1.1 "Amended and Restated Parking License shall mean and refer to that certain Amended and Restated Parking License Agreement dated September 27, 1997, recorded in Official Records Book 2105, page 1161, of the Public Records of Okaloosa County, Florida.

UA

- 1.2 "Athena Parcel" shall mean and refer to that tract or parcel of land described in Exhibit "A" attached hereto and made a part hereof.
- 1.3 "Parking Easement Parcel" shall mean and refer to that approximate 1 acre tract or parcel of land lying within the Athena Parcel as more particularly described in Exhibit "B" and depicted on the Parking Easement Site Plan prepared by Choctaw Engineering, a copy of which is attached hereto and made a part hereof as Exhibit "C," which shall be utilized by SunDestin solely for the purpose of providing a minimum of 111 (but no more than 125) overflow parking spaces for owners, renters and guests of units in the SunDestin Condominium development.
- 1.4 "Access Easement Parcel" shall mean and refer to that portion of the Athena Parcel designated by Athena, in Athena's sole and absolute discretion, for use by SunDestin for ingress, egress and access to and from the Parking Easement Parcel as more particularly described in paragraph 5 below.
- 1.5 "Permitees" shall mean and refer to SunDestin, its members and guests.
2. Amendment and Restatement. This Agreement shall amend and restate the Amended and Restated Parking License. It is the intent of Athena, for itself and its successors and assigns, and SunDestin, for itself and its successors and assigns and all Permitees, that this shall be the entire agreement between them with respect to any and all rights between them in and to the Property, and that all prior rights and obligations described in the Amended and Restated Parking License Agreement are replaced entirely by this Agreement.
3. Grant of Parking License. Athena hereby grants to SunDestin, for the use and benefit of SunDestin, with the right of SunDestin to delegate such use to the Permitees, a perpetual non-exclusive license for surface parking on the Parking Easement Parcel.
4. Improvements to and Maintenance of the Parking Easement Parcel. Athena agrees to improve the Parking Easement Parcel by paving and striping the surface area and by installing lighting according to the Building Code for the City of Destin (the "Parking Easement Parcel Improvements"), all at the sole cost and expense of Athena, its successors or assigns. Within sixty (60) days from the Effective Date of this Agreement (defined as the latest date on which either party signs this Agreement) but not later than March 15, 2004, the parties agree that Athena shall grade and maintain the Parking Easement Parcel to accommodate SunDestin's overflow parking. Thereafter, as part of the final improvements made to the Athena Parcel, but before issuance of the first Certificate of Occupancy by the City of Destin for the Athena Parcel, Athena shall complete the Parking Easement Parcel Improvements which shall include application of the asphalt, striping, and installation of concrete dividers / islands and lighting as required by the City of Destin and this paragraph 4.
- Athena, its successors or assigns, shall have the obligation to maintain the Easement Parcel Improvements, except for maintenance and repairs required to be made due to damage caused to the Easement Parcel by the negligence or misuse of the Easement Parcel Improvements by SunDestin, its owners, tenants, invitees, guests and vendors until such time as Athena shall convey title to the Parking Easement Parcel to SunDestin as set forth in paragraph 7 below, at which time all maintenance and repair obligations related to said Parking Easement Parcel shall be effectively transferred to SunDestin.
5. Access to Parking Easement Parcel: Parking Passes. Athena agrees to provide a vehicular and pedestrian easement for ingress and egress to the Parking Easement Parcel at all times as designated in the overall Site Plan and legal description attached hereto as Composite Exhibit "D".

SunDestin agrees to issue parking passes for display by its Permittees using the Parking Easement Parcel. It shall be SunDestin's responsibility to monitor and police the use of said Parking Easement Parcel by its Permittees, however, Athena shall also have the right, but not the obligation, to monitor use of the Parking Easement to ensure compliance with the terms of this Agreement. To that end, Athena may place "Private Parking" signs and "Tow Away Zone" signs on or around the Parking Easement Parcel, provided that such signs are in compliance with local and state laws.

6. Temporary Parking During Construction. SunDestin acknowledges and agrees that at such time as Athena, its successors or assigns, shall begin construction of improvements to the Parking Easement Parcel Athena may require that SunDestin's Permittees park in a temporary area on the Athena Parcel during the period of construction of improvements. In that event, Athena agrees that SunDestin Permittees shall have access to another approximate one (1) acre area within the Athena Parcel during such period of construction and that reasonably direct and convenient access to State Road 30 (U.S. Highway 98) to and from the temporary parking area must be available at all such times during construction.
7. Conveyance of Parking Easement Parcel. At such time as Athena shall no longer require ownership of the Parking Easement Parcel for purposes of obtaining a development order, permit or other governmental approval for the project to be developed on the Athena Parcel and all Parking Easement Parcel Improvements have been completed, Athena shall execute a deed in favor of SunDestin conveying the Parking Easement Parcel together with a non-exclusive, perpetual easement for ingress, egress and access to said Parking Easement Parcel. Notwithstanding the above, the said parcel shall be conveyed no later than 24 months subsequent to this date. SunDestin shall be responsible for all recording costs and transfer taxes and any other expenses related to said conveyance of the Parking Easement Parcel, except that each party shall be responsible for paying their own attorneys fees, if any.
8. Right of First Refusal. In the event that SunDestin receives an offer acceptable to it for the sale or lease of all or any part of the Parking Easement Parcel, SunDestin agrees that it shall be obligated to provide Athena, its successors or assigns, with a right of first refusal for all or any part of the Parking Easement Parcel. Within ten (10) days from receiving any such offer, SunDestin shall provide Athena with a copy of the written offer or, if said offer was not made in writing, SunDestin agrees to provide Athena with a written summary of said terms of such offer, and Athena shall have thirty (30) days to notify SunDestin in writing of its intent to exercise said right of first refusal on the same terms and conditions of the initial offer made to SunDestin. If so, Athena shall then have thirty (30) days from the date of its written notice to SunDestin to close on said purchase. The terms of this paragraph 8 shall expressly survive the conveyance of the Parking Easement Parcel from Athena to SunDestin.
9. Additional Documents and Acts. In connection with this Agreement, as well as all transactions contemplated by this Agreement, each party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions. Athena and SunDestin agree to cooperate with one another to execute any documents required to facilitate the future sale, development or any regulatory issues concerning the Athena Parcel.
10. Waiver of Jury Trial; Arbitration. Athena and SunDestin agree that, in connection with any dispute which arises under this Agreement, they hereby waive the right to trial by jury and agree to submit any such dispute under this Agreement to binding arbitration in Okaloosa County, Florida. Athena and SunDestin agree to cooperate in selecting an arbitrator mutually agreeable to them. To the extent that Athena and SunDestin are unable to agree on an

arbitrator, each side shall select one (1) arbitrator and those two (2) arbitrators shall then pick a third (3rd) arbitrator to resolve any such dispute. Athena and SunDestin hereby agree that the arbitration process will be pursued as expeditiously as possible, in good faith, and with all due diligence, with the arbitration to occur within thirty (30) days after a written demand for arbitration has been made by either Athena or SunDestin. This provision shall survive conveyance of the Parking Easement Parcel (pursuant to paragraph 7 above) from Athena to SunDestin.

11. Interpretation. This Agreement and the rights and obligations of the respective parties hereunder shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida.
12. Amendment. Except as expressly provided herein, this Agreement may not be amended, altered or modified except by an instrument in writing and signed by the parties hereto.
13. Headings. Titles of paragraphs are inserted herein only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
14. Notices. Wherever any notice of other communication is required or permitted hereunder, such notice or other instrument shall be in writing and shall be delivered by overnight courier, by hand or sent by U.S. registered or certified mail, return receipt requested, postage prepaid to the addresses set out below or at such other addresses as are specified by written notice and delivered in accordance herewith.

If to Athena: Athena Development Enterprises, LLC
c/o Mr. Ronald Sassano
50 Surf Song Lane, Box 101
Destin, Florida 32550

If to SunDestin: SunDestin International Condominium Association
c/o President, Board of Directors
P.O. Box 578
Destin, Florida 32540

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given or received on the date of delivery, if delivered by hand or by overnight courier, or otherwise on the third business day following the postage date of such notice or other communication.

15. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, successors-in-title and assigns.
16. Authority. Athena and SunDestin hereby represent and warrant, each to the other, that all required actions have been taken and approvals and consents have been obtained by Athena and SunDestin, respectively, to authorize the execution, delivery and recording of this Agreement and the performance of their respective obligations hereunder.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES BEGIN ON NEXT PAGE]

BK: 2501 PG: 4233

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day, month and year first above written.

Signed, sealed and delivered
In the presence of:

SUNDESTIN INTERNATIONAL
CONDOMINIUM OWNERS ASSOCIATION

James C. Connerly, Jr.
Print Name of Witness
Lino E. Maldonado
Print Name of Witness

By: Samuel S. McKarem
Samuel S. McKarem, President

Attest: E. F. Lawson
Print Name: E. F. LAWSON
Title: SECRETARY/TREAS.

[CORPORATE SEAL]

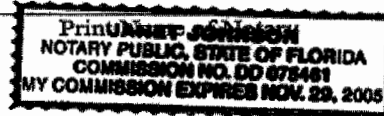
STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 29th day of December, 2003, by Samuel S. McKarem, as the President and on behalf of SunDestin, and by E. F. LAWSON, as the Secretary/Treasurer of SunDestin, on behalf of the Corporation. They are personally known to me or produced _____ as identification.

Janet Johnson
NOTARY PUBLIC

[NOTARY SEAL]



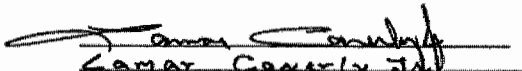
[SIGNATURES CONTINUE ON THE NEXT PAGE]

BK: 2501 PG: 4234

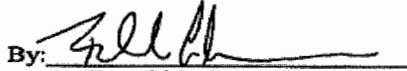
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day, month and year first above written.

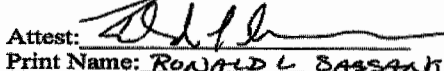
Signed, sealed and delivered
In the presence of:


MELISSA E. JOHNSON
Print Name of Witness


Lamar A. Conerly, Jr.
Print Name of Witness

ATHENA DEVELOPMENT
ENTERPRISES, INC.

By: 
Ronald L. Sassano
Its Vice President

Attest: 
Print Name: RONALD L. SASSANO
Title: SECRETARY

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 19th day of December, 2003, by Ronald L. Sassano as the Vice President, and Ronald L. Sassano as the Secretary, on behalf of Athena Development Enterprises, Inc., a Florida corporation. They are personally known to me.



Lamar A. Conerly, Jr.
Commission # DD231793
Expires Aug. 30, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

[NOTARY SEAL]


NOTARY PUBLIC

Print Name of Notary

BK: 2501 PG: 4235

EXHIBIT "A"

(Legal Description for the Overall Athena Parcel)

OVERALL DESCRIPTION: (AS FURNISHED)

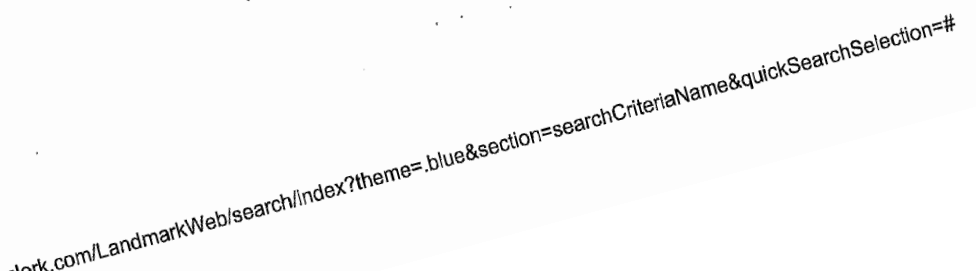
A PORTION OF TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30 (U.S. 98, 150' R/W) THAT IS 4100 FEET DUE EAST OF THE EAST LINE OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE GO NORTH 11°57'44" EAST AT RIGHT ANGLES TO THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 150.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30 (U.S. 98, 150' R/W); THENCE GO NORTH 78°02'16" WEST ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 463.00 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 11°57'44" EAST, A DISTANCE OF 1245.88 FEET TO THE SOUTHERLY LINE OF A 100 FOOT GULF POWER RIGHT-OF-WAY; THENCE GO NORTH 78°04'36" WEST ALONG THE AFORESAID RIGHT-OF-WAY LINE A DISTANCE OF 437.06 FEET; THENCE DEPARTING THE AFORESAID RIGHT-OF-WAY LINE GO SOUTH 11°57'44" WEST, A DISTANCE OF 704.58 FEET; THENCE GO SOUTH 78°02'16" EAST, A DISTANCE OF 170.00 FEET; THENCE GO SOUTH 11°57'44" WEST, A DISTANCE OF 550.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30 (U.S. 98, 150' R/W); THENCE GO SOUTH 78°02'16" EAST ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 267.06 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 10.4429 ACRES.

EXHIBIT "B"

(Legal Description of Parking Easement)

LEGAL DESCRIPTION: SUNDESTIN PARKING PARCEL (AS WRITTEN)

A PORTION OF TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
TO FIND THE POINT OF BEGINNING, COMMENCE AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30 (U.S. 98, 150' R/W) THAT IS 4100 FEET DUE EAST OF THE EAST LINE OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE RUNNING NORTH 11 DEGREES 57 MINUTES 44 SECONDS EAST AT RIGHT ANGLES TO THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 150.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30 (U.S. 98) (HAVING A 150 FOOT RIGHT-OF-WAY WIDTH); THENCE RUNNING NORTH 78 DEGREES 02 MINUTES 16 SECONDS WEST ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 640.06 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 78 DEGREES 02 MINUTES 16 SECONDS WEST (NORTH 78 DEGREES 01 MINUTES 45 SECONDS WEST, MEASURED) A DISTANCE OF 40.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 78 DEGREES 01 MINUTES 45 SECONDS WEST, 33.00 FEET; THENCE DEPARTING SAID NORTHERLY LINE, PROCEED NORTH 12 DEGREES 27 MINUTES 02 SECONDS EAST, 528.41 FEET; THENCE SOUTH 78 DEGREES 02 MINUTES 16 SECONDS EAST, 214.59 FEET; THENCE SOUTH 11 DEGREES 57 MINUTES 44 SECONDS WEST, 22.16 FEET; THENCE SOUTH 78 DEGREES 02 MINUTES 16 SECONDS EAST, 17.00 FEET; THENCE SOUTH 11 DEGREES 57 MINUTES 44 SECONDS WEST, 178.00 FEET; THENCE NORTH 78 DEGREES 02 MINUTES 16 SECONDS WEST, 17.94 FEET; THENCE SOUTH 11 DEGREES 57 MINUTES 44 SECONDS WEST, 21.00 FEET; THENCE NORTH 78 DEGREES 02 MINUTES 16 SECONDS WEST, 180.00 FEET; THENCE SOUTH 12 DEGREES 55 MINUTES 22 SECONDS WEST, 307.28 FEET TO THE POINT OF BEGINNING, CONTAINING 1.405 ACRES, MORE OR LESS, ALL IN OKALOOSA COUNTY, FLORIDA.



BK: 2501 PG: 4238

EXHIBIT "D" 1 of 2

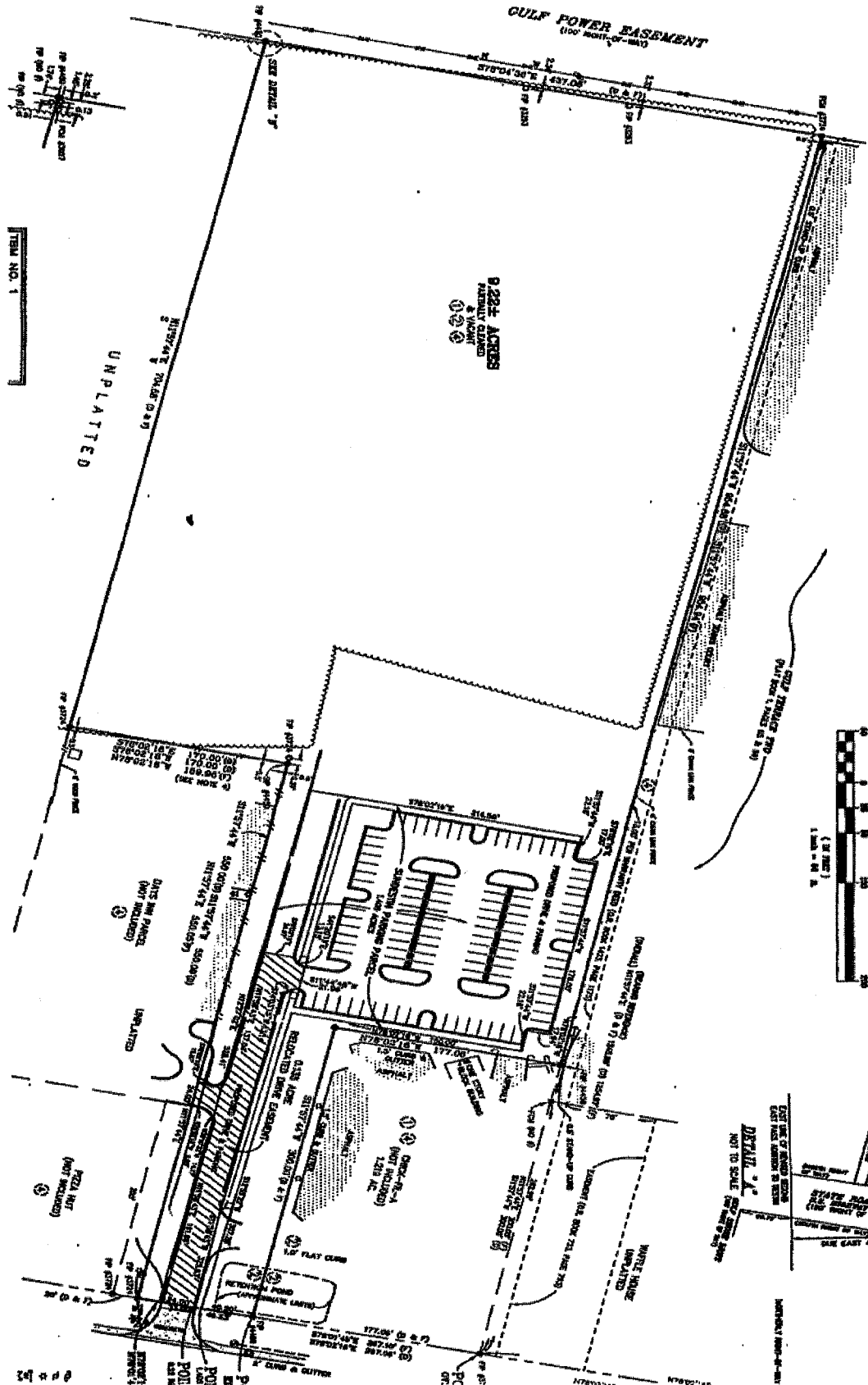


EXHIBIT "D"
2 of 2**LEGAL DESCRIPTION: RELOCATED DRIVE EASEMENT (TO BE RECORDED)**

A PORTION OF TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
TO FIND THE POINT OF BEGINNING, COMMENCE AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30 (U.S. 98, 150' R/W) THAT IS 4100 FEET DUE EAST OF THE EAST LINE OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE RUNNING NORTH 11 DEGREES 57 MINUTES 44 SECONDS EAST AT RIGHT ANGLES TO THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 150.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30 (U.S. 98) (HAVING A 150 FOOT RIGHT-OF-WAY WIDTH); THENCE RUNNING NORTH 78 DEGREES 02 MINUTES 16 SECONDS WEST ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 640.06 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 78 DEGREES 02 MINUTES 16 SECONDS WEST (NORTH 78 DEGREES 01 MINUTES 45 SECONDS WEST, MEASURED) A DISTANCE OF 46.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 78 DEGREES 01 MINUTES 45 SECONDS WEST, 24.00 FEET; THENCE DEPARTING SAID NORTHERLY LINE, PROCEED NORTH 11 DEGREES 58 MINUTES 43 SECONDS EAST, 191.66 FEET; THENCE NORTH 39 DEGREES 10 MINUTES 32 SECONDS WEST, 14.17 FEET; THENCE NORTH 78 DEGREES 02 MINUTES 16 SECONDS WEST, 8.83 FEET TO THE EASTERLY PROPERTY LINE OF DAYS INN PROPERTY; THENCE NORTH 11 DEGREES 57 MINUTES 44 SECONDS EAST ALONG SAID EASTERLY PROPERTY LINE, A DISTANCE OF 24.00 FEET; THENCE DEPARTING SAID EASTERLY PROPERTY LINE, PROCEED SOUTH 78 DEGREES 02 MINUTES 16 SECONDS EAST, 19.87 FEET; THENCE NORTH 11 DEGREES 58 MINUTES 43 SECONDS EAST, 137.04 FEET; THENCE SOUTH 78 DEGREES 02 MINUTES 16 SECONDS EAST, 24.97 FEET; THENCE SOUTH 41 DEGREES 20 MINUTES 19 SECONDS EAST, 13.15 FEET; THENCE SOUTH 11 DEGREES 44 MINUTES 48 SECONDS WEST, 21.96 FEET; THENCE SOUTH 74 DEGREES 03 MINUTES 15 SECONDS WEST, 13.14 FEET; THENCE SOUTH 11 DEGREES 58 MINUTES 43 SECONDS WEST, 325.63 FEET TO THE POINT OF BEGINNING, CONTAINING 0.22 ACRES, MORE OR LESS.

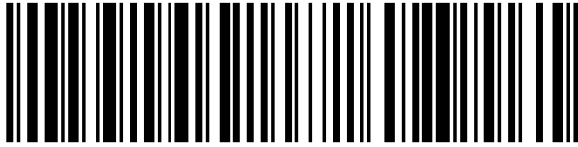
USPS CERTIFIED MAIL™

Kathleen D. Berkey, Esquire
BECKER POLIAKOFF PA

12140 Carissa Commerce Ct.

Ste 200

FORT MYERS FL 33966



9414 8149 0237 0576 2660 20

Ramananda LLC

Rohan Patel, Registered Agent

139 Dominica CT

Miramar Beach FL 32550-8038

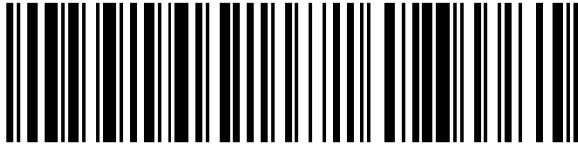
USPS CERTIFIED MAIL™

Kathleen D. Berkey, Esquire
BECKER POLIAKOFF PA

12140 Carissa Commerce Ct.

Ste 200

FORT MYERS FL 33966



9414 8149 0237 0576 2660 37

Rohan Patel, Registered Agent

Ramananda LLC

101 HIGHWAY 85 N

NICEVILLE FL 32578-1905

Date Produced: 12/26/2022

BECKER:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0237 0576 2660 37. Our records indicate that this item was delivered on 12/24/2022 at 10:36 a.m. in NICEVILLE, FL 32578. The scanned image of the recipient information is provided below.

Signature of Recipient :

Delivery Section

19

Address of Recipient :

101 Hwy 85

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: S13460 244643

CERTIFIED MAIL



US POSTAGE IMPITNEY BOWES



ZIP 33966 \$ 007.05⁰
02 4W
0000351290 DEC 16 2022

USPS CERTIFIED MAIL™



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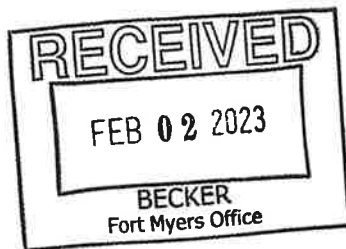
12/27

West D. Berkley, Esquire
CKER POLLAKOFF PA
40 Calissa Commerce Dr
e 200
FT MYERS FL 33966

amananda LLC
ohan Patel, Registered Agent
39 Dominica CT
iramar Beach FL 32550-8038

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Rohan Patel, Registered Agent

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