

**REGULAR MEETING
DESTIN CITY COUNCIL
FEBRUARY 19, 2019
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Integrity*****

CALL TO ORDER

INVOCATION (Pastor Quinn Erwin of Shoreline Church)

PLEDGE OF ALLEGIANCE

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

1. APPROVAL OF MINUTES

A. Approval of minutes of February 4, 2019 City Council Workshop

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

A. State of the City Address - Mayor Gary Jarvis

B. Parks and Recreation Committee-Presentation of Fiscal Year 2018 Accomplishments and Fiscal Year 2019 Work plans-Ms.Teresa Hebert, Board Chair/Designation of additional On-Leash Parks for currently licensed dogs.

C. Harbor CRA Updates/Recommendations: Capt. Royal Melvin Heritage Park & Plaza status; Harbor Livery.

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

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

4. CITY MANAGER REPORTS

A. Crosstown Connector: Property Acquisition; Legal Opinion, Inverse Condemnation.

B. Code Compliance Update

C. Discussion on draft ordinance for pay-to-park facilities.

D. Announcements

- E. Destin Fishing Fleet v. City of Destin, Okaloosa County Circuit Court, Case No. 2019 CA 000425 F.
Update to litigation and consideration of hiring Anchors Smith Grimsley, PLC, as excess legal counsel.

5. PUBLIC HEARINGS

- A. ***Jenkins Engineering, Inc., on behalf of Vintage Destin, LLC, is requesting approval of a Major Development Order and Major Subdivision identified as “Vintage Destin.” The proposed multi-family development consists of 282 units with office space and associated infrastructure improvements, including proposed public right-of-way. The proposed project is generally located north of Scenic Highway 98 East, addressed as 117 Palms Street. Property can also be identified by Okaloosa County Property Appraiser’s Parcel I.D. number 00-2S-22-0000-00213-0000. The total site area is 18.1 acres, more or less.
- B. First reading of Ordinance 18-24-CN - Acquisition of 607 Sandalwood for the Cross-Town Connector
- C. First reading of Ordinance 18-25-CN - Acquisition of 601 Sandalwood for the Cross-Town Connector
- D. First reading of Ordinance 19-01-LC - Provides for an amendment to Land Development Code Section 9.06.04., relating to the location of swimming pools
- E. First reading of Ordinance 18-30-LC - Creates definitions for commercial uses, commercial special events and commercial special event venues. Provides for amendments to Articles 3, 7 and 9 of the Land Development Code; amending Table 7-2, Table of Allowable Uses in zoning districts to prohibit commercial special event venues in all residential districts.

6. *CONSENT AGENDA (No public comments)

- A. Submerged Lands Easement Renewal - Old Pass Lagoon
- B. Destin Little League Opening Day Parade Request for use of city right-of-way
- C. Junior League of the Emerald Coast request for use of right-of-way
- D. Gulf Power Lighting Service Contract Rate Schedule
- E. Destin's Independence Day Fireworks Bid Approval
- F. Marine Construction at 947 Bambi Drive
- G. LoBello, Duhon, LoBello LLC Quotes for repairs to Mattie Kelly and Joe's Bayou Piers
- H. Fencing Repairs for Tennis/Pickleball Courts at Buck Destin Park

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

- A. Councilmember Braden
- B. Councilmember Ramswell
- C. Councilmember Menchel

- D. Councilmember Overdier
- E. Councilmember Marler
- F. Councilmember Destin
- G. Councilmember Morgan
- H. Mayor Gary Jarvis
- I. Land Use Attorney
 - 1. Technical Review Committee (TRC) Update
- J. City Attorney

8. ADJOURN

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

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

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

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

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

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

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

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

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

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

**MINUTES
SPECIAL WORKSHOP
DESTIN CITY COUNCIL
FEBRUARY 4, 2019
ANNEX COUNCIL CHAMBERS
5:00 PM**

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

Destin City Council

Mayor Gary Jarvis

Councilmember Chatham Morgan

Councilmember Cyron Marler

Councilmember Parker Destin

Councilmember Steven Menchel

Councilmember Skip Overdier

Councilmember Rodney Braden

Destin City Staff

City Manager Lance Johnson

Public Information Manager Catherine Card

Interim Public Works Director Tim Pietenpol

Community Development Director Louis Zunguze

Code Compliance Manager Joey Forgione

Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey

IT Manager Webb Warren

Finance Director Bragg Farmer

Parks & Recreation Director Lisa Firth

City Attorney Kyle Bauman

CALL TO ORDER

Mayor Gary Jarvis called the meeting to order at 5:00 PM, on Monday, February 4, 2019, in the City Hall Annex Council Chambers.

WORKSHOP

1. Policy Direction for Existing City-Owned Paid Parking Lots
2. Clearing and Improvements for the 108 Sibert Avenue Parcel (Next to Zerbe Street Parking Lot)

The City Manager stated there are two fundamental questions they need to address tonight:

1. *Does the Council want to continue with paid parking?*
2. *Does the Council want to incorporate 108 Sibert Avenue into their surface parking area to increase surface parking?*

He continued that if the Council wishes to proceed with paid parking, they would need to decide how to structure their rates and collect the funds; and that staff has some recommendations with regards to the process.

The City Manager also stated that if Council decides to incorporate 108 Sibert Avenue into the surface parking area, he would need the Council's direction regarding clearing, grading, and preparing it for paid parking as they do not have the money budgeted for it at this time.

Councilmember Destin stated that he would like to continue with paid parking, and that he would also like to hear staff's recommendations on rate structure and fee collection. He also supports clearing, grading and preparing the 108 Sibert Avenue parcel for paid parking.

Councilmember Braden stated that he supports going forward with paid parking, as he feels it is necessary for maintenance and upkeep of their parking lots; and possibly for building parking garages in the future.

The Mayor inquired as to the amount of revenue they received in 2018 from the paid parking lots.

The IT Manager Webb Warren provided the following information:

- There were a total of 15,301 qualified transactions – the number of people who paid to park
- Transaction average - \$2.59 (approximately 4-hour stay)
- Collected \$39,688 parking fee revenue
- \$10,836 in net parking fines (tickets)

Councilmember Morgan asked if all parking fines have been collected.

Mr. Warren replied \$10,836 has been collected and there are still outstanding parking fines being pursued by Passport Parking, Inc.

Councilmember Morgan wants to know what percentage of the \$39,688 parking fee revenue collected was from employee-subsidized parking.

Finance Director Bragg Farmer replied that approximately 50 percent of it was from employee-subsidized parking.

Councilmember Morgan contends that if half of the parking fee revenue was from employee-subsidized parking, and they factor in the 50% discount, about 60 to 70 percent of the lots were utilized by the employees; which then supports his argument that these lots subsidize the businesses more so than providing parking for the tourists.

Councilmember Morgan asked about the fee structure for employee-subsidized parking.

Mr. Warren presented the following data:

Area Parking Rates

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

Councilmember Marler asked how much money they paid Passport Parking, Inc. for managing paid parking. He also wants to know if the \$39,688 they collected was the total profit.

According to Mr. Farmer, the City pays Passport Parking Inc. approximately 30 percent of gross revenue, which includes credit card fees; and that the \$39,688 figure was gross receipt.

Councilmember Destin stated they need to know how much time Code Compliance Department spent enforcing the parking regulation to determine if they have an operating profit or if they operated at a loss.

According to Mr. Warren, they averaged about 6 hours a day monitoring and writing parking tickets during peak season. He added this is a management intensive program and staff's objective is to come up with smarter and more efficient way to run it.

The City Manager stated they have done some investigating on the different types of systems currently available in the market. They believe the best system for the types of lots they currently have is one that includes entrance and exit arms. However, they neither have the time before the start of the season nor the funds available, which is approximately \$60,000 to \$80,000 per lot, to implement this type of system. He recommends the continued use of the current app-based system for the remainder of Fiscal Year 2019, with one change. Instead of the hourly rate, they collect a flat fee of \$5.00 per 24-hour parking, with no discount. This will take away the two to three hours of administrative work from staff.

The City Manager also proposed the following schedules:

- February-March 2019 time frame – staff begins clearing the new lot on 108 Sibert Avenue. It would be graded, graveled and sodded.
- April-May timeframe - staff orders and installs the blocks needed to use the current system.
- May-June 2019 time frame – budget for the installation of the gate system to be implemented in Fiscal Year 2020
- August-September time frame – obtain Council's approval of the budget for the installation of the gate system
- March-April 2020 time frame – full implementation of the gate

The City Manager also recommends charging for parking only between Memorial Day and Halloween, and during special events.

Councilmember Marler asked how much of the \$5.00 flat fee would go as payment to Passport Parking, Inc.

The City Manager replied approximately 30 percent of the gross revenue will be paid to the company.

Councilmember Marler asked about the feasibility of having a kiosk and an attendant to collect parking fees and completely eliminating Passport Parking, Inc.

According to the City Manager, they have not calculated the payment for an attendant since the paid parking is for 24-hours, 7 days a week proposition; however, they could make that calculation if necessary.

Councilmember Destin noted that the proposed automatic arm system, similar to what is used in most airports, would eliminate the need for an attendant.

Councilmember Overdier stated that the revenue they receive for paid parking could be used to pay for the arm system.

According to the City Manager, the revenue would initially be used to pay for the necessary expenses; and then as some point to expand or build additional parking.

Councilmember Destin suggests they stay the course for 2019; and to figure out a way to grade 108 Sibert Avenue parcel making it contiguous and uniformed rather than utilizing the arms system on two different lots. He also stated he would offer a motion to that effect during the regular Council meeting which follows this workshop session.

Councilmember Braden asked how they came up with the \$60,000 to \$80,000 per lot estimate for the automatic arms system.

According to Mr. Warren, they obtained that quote from one of the larger providers; adding they should get a true number when they put out the Request for Proposal (RFP).

The Mayor noted there is a clear consensus that Council wants to continue with paid parking develop the 108 Sibert Avenue parcel for paid parking.

At this time, the Mayor announced he would allow public comments on this issue.

Mr. Claude Perry, a Destin resident, noted that since the net benefit of paid parking for the City last year was basically zero, he would suggest they not implement paid parking until they build up a demand for it so they can have a system that is productive for the City.

Mr. Greg Featherston, a Destin resident, noted that the Council made an offer to the harbor businesses last year of paying half of the paid parking rate; and that his business paid approximately \$11,000 into that program. He asked if the Council would consider a reduced rate for harbor businesses again this year.

Having no other public comments, the Mayor turned the matter over to the City Council for further discussion.

Councilmember Menchel asked if there is a special app available to collect the reduced rate to prevent increasing staff's administrative duties.

According to Mr. Warren, they are unaware of any more efficient system based on the current structure; however, some of the different companies may be able to provide that information during the RFP process.

The Mayor commented that efficiency and profit are at the forefront of this discussion. They need to find the most economically feasible and productive system. He also stated that the idea of developing a demand for paid parking is quite evident; but, the problem is they currently have a very inefficient system.

Councilmember Destin stated that the new administration and the new Code Compliance Manager should come up with a more efficient way to deploy the resources with regards to issuing fines, monitoring the parking lots, and reducing the administrative costs for staff.

Mr. Farmer suggests having the employers reimburse their employees for parking rather than pre-paying the City for parking and City staff monitoring payments and notifying the employers when the money runs out.

Councilmember Morgan stated he would support the flat rate parking fee and everything they discussed tonight, excluding the discount for business employee parking. He noted that 98 percent of Destin businesses provide parking for their employees on their own property; and that the shortage in parking was the result of irresponsible planning on the part of some of the harbor businesses that opened their business with not nearly enough parking spots for their customers much less their employees.

Councilmember Marler stated they have people still parking on the City's rights-of-way after the parking lot is full. He asked if they could legally charge for parking in the rights-of-way or have Code Compliance officers issue parking tickets.

Mr. Farmer stated that if they specifically delineate parking they could ultimately charge for parking on the rights-of-way.

Councilmember Marler suggests they consider asphalt for the parking lots to make them more efficient and putting sensors in the ground at the parking spaces for when they implement the automatic arm system.

Ms. Marcie Bell, a Destin resident, stated that Aspen, Colorado has a good example of the parking system that Council discussed tonight. When she worked there, her employer built the parking garage and paid for her parking fees. She stated that the burden for parking should be put on to the employers along the harbor.

The City Manager noted they have finally completed the graveling of the lot located next to the cemetery at the very end of this past season; and that the property is almost identical in size to the 108 Sibert Avenue lot. He continued it would cost approximately \$80,000 to put gravel on this lot. He suggests they proceed with gravel for Fiscal Year 2019 and then consider paving for Fiscal Year 2020.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 5:40 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Lisa Firth, Interim Parks & Rec Director

DATE: February 12, 2019

SUBJECT: Parks and Recreation Committee-Presentation of Fiscal Year 2018 Accomplishments and Fiscal Year 2019 Work plans-Ms. Teresa Hebert, Board Chair/Designation of additional On-Leash Parks for currently licensed dogs.

I. BACKGROUND: The Parks & Recreation Committee are submitting their FY-2018 Annual Report (Attachment A) and FY-2019 Work Plans (Attachment B) for Council consideration as required.

Furthermore, the Parks and Recreation Committee and Staff would like to recommend the following item for the City Council's consideration:

1.) Motion to recommend to the City Council to designate the Mattie Kelly Pier, Joe's Bayou Launch and Recovery, Kell-Aire Park North, Main Street Park and Jewel Melvin Park become On-Leash parks for currently licensed dogs.

II. DISCUSSION: During the October 15, 2018 Council Meeting, Council approved a pilot program at Mattie Kelly Nature Walk and Kell-Aire South Park as an On-Leash parks for currently licensed dogs. Due to the success of the pilot program, the Parks and Recreation Committee recommend additional parks to be designated as On-Leash parks for currently licensed dogs.

Also, during the August 6, 2018 Council Meeting, the Parks & Recreation Committee presented the following recommendation to Council:

"Consensus by the committee to recommend to the City Council that when the Joe's Bayou recreation area is expanded, to authorize the addition of an on-leash dog friendly area" (Item # 2018-495, Part I, #3).

Refer to following letter sent to Council on October 2, 2018, from City Manager,

Lance Johnson:

Mr. Mayor and Councilmembers:

Some of you may have been contacted by constituents expressing their concerns about new signage that was posted in some city parks emphasizing the City's ordinance (15.38.b) prohibiting dogs in city parks. Staff is simply in the process of replacing old, damaged and missing signage in many parks and have not implemented any new rules, however; these new signs have caught the attention of some of our residents who were previously unaware of the current ordinance.

A. Link to Strategic Goals / Objectives: Goal 4A: Improve and enhance the City's library, parks, and recreational services.

High Quality of Life and Safety for Families/ Preservation of Heritage & Environment.

B. Effect on Budget (EOB): The cost of five dog waste stations @ \$199.99 per station; total cost of five stations: \$999.95.

C. Level of Service (LOS): The Committee's activities during the previous year and those planned for the current year are intended to increase the LOS provided to the community.

III. CONCLUSION: The Parks and Recreation Committee would like to thank the Council for their continued support of City Parks and Recreation Programs.

IV. RECOMMENDED MOTION: I move that the City Council approve the EPRT Committee's FY-2018 Annual report and FY-2019 Work plans, and

I move to approve Resolution 19-03 authorizing Mattie Kelly Pier, Joe's Bayou Launch and Recovery, Kell-Aire Park North, Main Street Park and Jewel Melvin Park become On-Leash parks for currently licensed dogs.

Attachments:

1. Parks and Recreation Annual Report_Attach. A
2. P&R Workplan Facility Inspections
3. P&R Worklplan 2 Maintain Tree City USA Status

**PARKS & RECREATION COMMITTEE
ANNUAL REPORT**

During FY2018, the Parks and Recreation Committee completed the following:

- ARBOR DAY CEREMONY
 - The City's annual Arbor Day ceremony was held April 27, 2017 at Destin Elementary School (630 Kelly Street) with Councilwoman/Mayor Pro Tem Prebble Ramswell presiding and Committee member Williams speaking.
- PARK INSPECTIONS
 - Park inspections were completed by the Tree Board Committee FY18



City of Destin

FY 2019 Work Plan

Strategic Priority:

High Quality of Life and Safety for Families

Strategic Goal:

Maintain High Level of Safety and Security for Our Residents, Businesses, and Visitors.

Organizational Objective:

Public Safety: Maintain Safe Parks for Our Residents, Businesses, and Visitors.

Performance Objective:

Complete Annual Safety Inspection for All Parks.

Measurable Outcome(s):

Outcomes	Fiscal Year	
	2018	2019
Conduct at least one Annual Inspection for each Park and Beach Access.	100%	GOAL 100%
Correct Level 1 Safety Deficiencies within allotted time.	100%	GOAL 100%

Action Plan:

Task	Resource Needs (persons/organization)	When Complete
1. Inspect Parks & Beach Accesses		
2. Report findings to Parks & Recreation Staff		
3. Monitor Corrective Action Status		

Process Improvement:

PDCA

Stakeholders:

Internal	External
• Council	• Residents
• City Manager	• Visitors
• Risk Management/Insurance	• Business
• Parks & Rec. Department Staff	•

Process Owner: *Parks & Recreation Committee*



City of Destin

FY 2019 Work Plan

Strategic Priority:

High Quality of Life and Safety for Families

Strategic Goal:

Enhance and Preserve Heritage and Environment

Organizational Objective:

Implement "green" sustainable concepts supporting environment and quality of life.

Performance Objective:

Maintain Tree City U.S.A Status

Measurable Outcome(s):

Outcomes	Fiscal Year	
	2018	2019
Plant at least 5 new trees	Complete	
Hold public Arbor Day Ceremony	Complete	
Maintain Tree City USA status	Maintained	GOAL Maintain

Action Plan:

Task	Resource Needs (persons/organization)	When Complete
1. An Arbor Day Observance and Proclamation		

Process Improvement:

PDCA

Stakeholders:

Internal	External
• Council	• Residents
• City Manager	• Visitors
• Parks & Rec. Director and Deputy Director	• Business
• Parks & Rec. Department Staff	• Arbor Day Association

Process Owner: *Parks & Recreation Committee*

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019

TYPE OF AGENDA ITEM: Special Presentation

TO: City Council

THRU: Lance Johnson, City Manager

FROM:

DATE: February 14, 2019

SUBJECT: Harbor CRA Updates/Recommendations: Capt. Royal Melvin Heritage Park & Plaza status; Harbor Livery.

I. BACKGROUND: Brief status and recommendations update from the Harbor CRA Committee.

II. DISCUSSION:

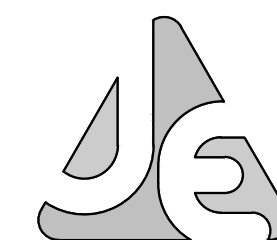
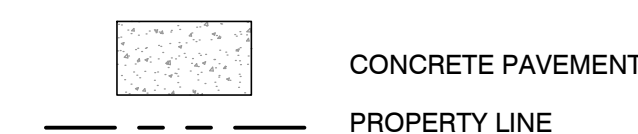
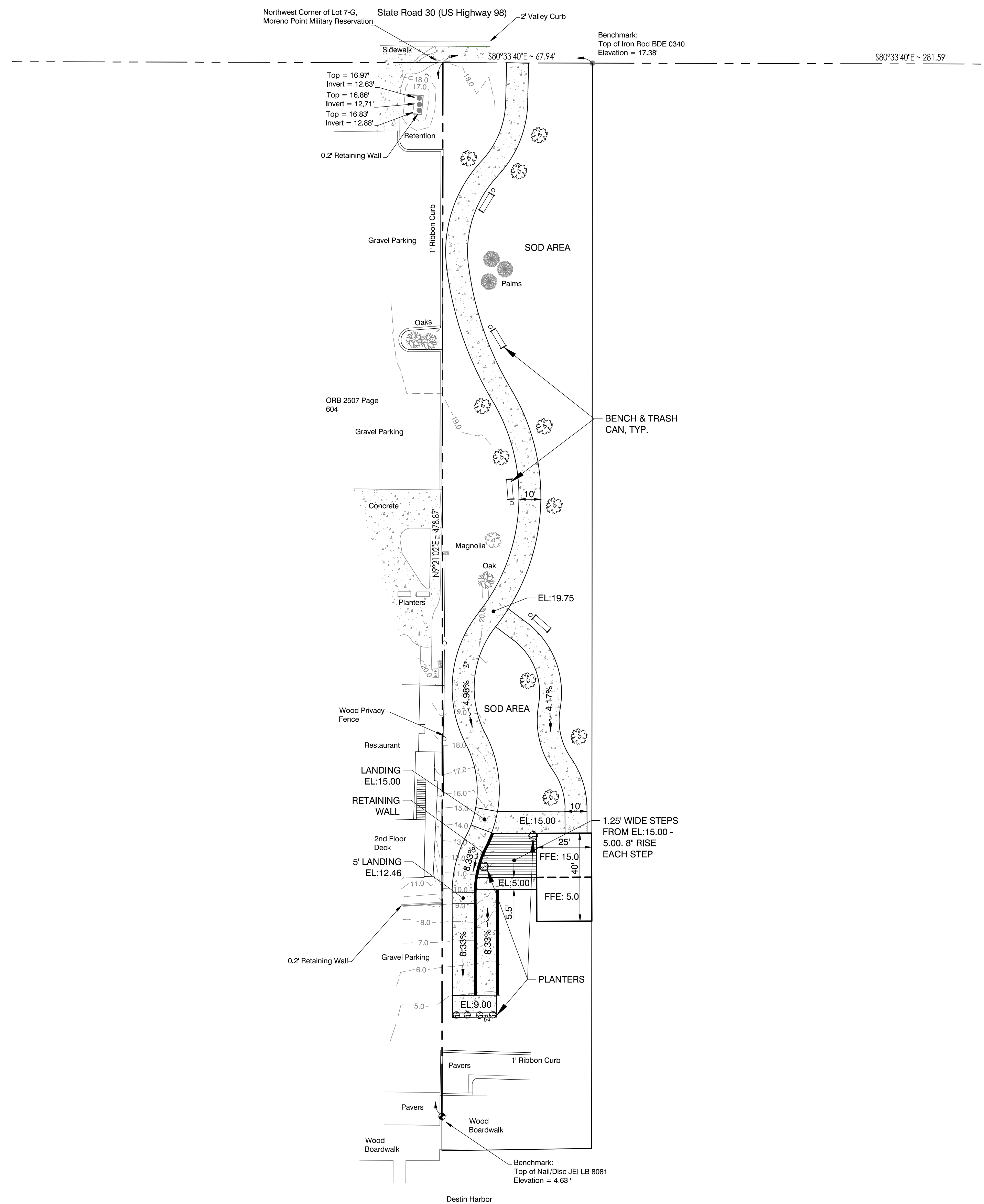
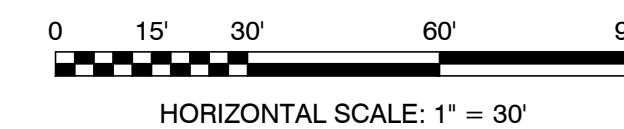
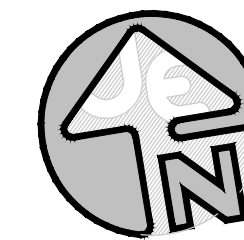
- A. Link to Strategic Goals / Objectives:
- B. Effect on Budget (EOB):
- C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. 19-03 Design-03 SITE PLAN-DRAFT 02.14.19



JENKINS ENGINEERING, INC.

1234 AIRPORT ROAD, SUITE 126
DESTIN, FLORIDA 32541
PHONE 850.837.2448
FAX 850.837.2450

JEICIVIL.COM
C.O.A. NO. 9927

[illegible]

CITY OF DESTIN

ROYAL MELVIN PARK
CITY OF DESTIN, FLORIDA

SITE PLAN

NOT VALID UNLESS READING ENGINEER'S ORIGINAL SIGNATURE

JOB:	19-03
DATE:	02/07/19
DESIGNED:	JSE/JAW
DRAWN:	JAW

BAR IS ONE INCH ON ORIGINAL
0 1"
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
3 OF ?

SHEET NUMBER
C03

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Crosstown Connector: Property Acquisition; Legal Opinion, Inverse Condemnation.

I. BACKGROUND: Council directed staff to get a legal opinion regarding the potential of inverse condemnation related to acquisitions required for the Crosstown Connector project. Staff has subsequently received the opinion from Bruce Humphreys which opinion is attached for your review and consideration.

II. DISCUSSION:

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

III. CONCLUSION: No motion required, for informational purposes.

IV. RECOMMENDED MOTION:

Attachments:

1. Bruce Humphrey Opinion Letter re Crosstown Connector Condemnation Issues 1.23.19

Law Offices
BIRCHFIELD & HUMPHREY, P.A.
1031 LaSalle Street
Jacksonville, FL 32207

W. O. BIRCHFIELD 1935-2016

BRUCE B. HUMPHREY
bhumphrey@birchfieldhumphrey.com

LAUREN E. HOWELL
lhowell@birchfieldhumphrey.com

904/396-6625 (direct)
904/396-26624 (facsimile)

January 21, 2019

Kyle S. Bauman, Esq.
Anchors Smith Grimsley
909 Mar Walt Drive, Ste. 1014
Fort Walton Beach, Florida 32547

Re: Review of Crosstown Connector and Condemnation Issues

Dear Mr. Bauman:

As requested, I have researched case law, reviewed the 90% Destin Connector construction plans, the Destin Connector Display low res exhibit, the covenants and restrictions of Sandalwood Manor Townhomes First Addition as recorded in O.R. Book 1126, Pg. 1, and O.R. Book 1150, Pg. 1438 as recorded in the public records of Okaloosa County, and the following plats.

Calhoun Subdivision, PB 2, Pg 43-A
Destin Gardens Townhomes Amended, PB 6, Pg 69
Sandalwood Manor Townhomes First Addition, PB 6, Pg 93
Sandalwood Manor Townhomes Phase II, PB 19, Pg 72
Sandalwood Townhomes, PB 18, Pg 86
Sea Hills First Addition, PB 5, Pg 35
Sea Hills Third Addition, PB 5, Pg 106
Skeeter Subdivision, PB 6, Pg 10
Spring Lake Second Addition, PB 5, Pg 36

Proximity to Roadway Issue – It is well established law in Florida that condemning authorities are not liable for noise, dust, fumes, etc. due to locating a new, or expanded, roadway proximately to commercial or residential properties. Unless a portion of the affected property is physically occupied, or access to the property is substantially deprived, any inverse takings claims should fail. Use of the City's property along the rear property lines of single-family homes and townhomes should not result in a taking as long as there is no physical encroachment or substantial deprivation of access.

Kyle S. Bauman, Esq.

January 21, 2019

Page 2

Common Areas – My review of the plans and low res exhibit as they relate to the referenced plats indicates that in all instances the platted roadways have all been previously dedicated to the public and thus available to the public for use. While Sandalwood Drive within the Sandalwood Manor Townhomes First Addition will be cut-off and cured with a “T” turnaround device this does not create a circuitous condition which would support a claim for substantial deprivation of access. Furthermore, while the driveway into Sandalwood Townhomes Phase II is modified, this appears to be all within existing public right of way, and access is not affected. There appears to be no right of way acquisition of any of the common area to Sandalwood Townhomes Phase II.

Further, it would seem that no formal owners’ association was created by the covenants and restrictions of Sandalwood Manor Townhomes First Addition. I find no case law that suggests a condemning authority in Florida is restricted by covenants and restrictions when the property is acquired voluntarily in lieu of condemnation.

Sincerely,

A handwritten signature in blue ink, appearing to read "B-B. Humphrey", with a stylized flourish at the end.

Bruce B. Humphrey

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019**TYPE OF AGENDA ITEM:** Presentation

TO: City Council

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

FROM: Joey Forgione, Code Compliance Manager

DATE: February 13, 2019

SUBJECT: Code Compliance Update

I. BACKGROUND:

The City's newly-formed Code Compliance Division is transitioning from a reactive compliance approach to a proactive approach. The goals are to:

- (1) maximize current officer capacity given the City's challenges and add personnel as needed;

- (2) obtain compliance of all City Ordinances; and
- (3) educate the public about all City laws, to these ends.

In order to successfully complete this transition, additional manpower will be required in the following key areas: Harbor and Waterways; Beaches; and Night-Time Coverage. The addition of this manpower will enhance the delivery of effective, confident and professional code compliance service and strengthen Local, State, and Federal agency cooperation. Ultimately, the additional manpower will pay major dividends, by strengthening community relations with our residents and business owners by providing maximum service on a 24 hour/ 7 day week basis.

II. DISCUSSION:**A. Link to Strategic Goals / Objectives:****B. Effect on Budget (EOB):**

The recommendation of the Code Compliance Manager is to hire a PT Beach Compliance Officer and a Harbor Compliance Officer for the upcoming season. Authorization from Council is needed in order to budget for these positions for the upcoming 2019 season.

With regard to Night Shift personnel, the Code Compliance Manager is

seeking direction as to whether the City Council desires to commence a Night Shift in time for the 2019 season (and authorize same in the budget) or, hold off on the Night Shift personnel for this season and direct the Code Compliance Manager to observe and evaluate the City's compliance needs in time for next season.

Proposed budget information related to these items is attached.

C. Level of Service (LOS):

III. CONCLUSION: The proposed addition of personnel will enhance the Code Compliance Division's capability in delivering and maintaining proactive customer-oriented compliance to ensure the health, safety, and welfare of the public.

IV. RECOMMENDED MOTION:

Attachments:

1. New Personnel
2. Code Compliance Update _2-19-2019
3. STANDARD OPERATING
PROCEDURES FOR CODE
COMPLIANCE OFFICERS
4. 2018 Code Compliance Calls for
Service

COMPLIANCE OFFICER PERSONNEL

Starting ASAP, THEN EVERY YEAR THERE AFTER

Fiscal 2019

Code Officer (Harbor Unit) FT Position W/Benefits Minus One Quarter
April 1st thru October 31st - (31 weeks/1240 hrs annual)
\$49,000.00 (\$16.44/hr plus taxes, plus benefits)

Fiscal 2020

Code Officer (Harbor Unit) Full time year around
October 1st thru September 31st - (2080 hours annual)
Budget: \$64,666.95 (\$16.44/hr plus full benefits ECS)

BEACH COMPLIANCE OFFICER

STARTING APRIL 1 or MEMORAIL DAY WEEKEND

Fiscal 2019

Code Officer (beach unit) Part time, Seasonal -
April 1st thru October 31st (31 weeks/620 hrs annual)
Budget: \$11,303.92 (\$16.44/hr plus taxes, no benefits)

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

YELLOW MEANS COMPLETED/IN PLACE

1. Preparation (System In Process)

*Closely Working with City Manager (Lance)

*Closely Working with City Land Use Attorney (Kopp)

*Closely Working with City IT (Webb)

*Closely Working with Okaloosa County Sheriff's Office (Cpt. Nix)

2. Code Compliance Contact Info for Public (Completed)

*Destin Website

*My Email (operational 24/7, I will respond within a reasonable time frame)

*V/M (operational 24/7 I will respond within a reasonable time frame)

*I will respond to V/M or Email to answer any questions

*If Officer is on duty after hours I can dispatch Officer

*If not and the situation needs attention, I will respond

3. Code Compliance SOP (Completed)

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

4. Vehicle Marked Code Compliance

*Allows citizens to see that Code Compliance Staff is out in the City

*Staff is available for Citizen Questions / Seeing Code Compliance staff may remind citizens of a question they had for staff

*May help prevent violations

*Shows professionalism

*Helps build community relations

5. Vehicle LED Light Bars Day & Night Use (Completed)

- *Side of Roads

- *In Neighborhoods Writing Citations

- *Safety for Community

- *Safety for Officers

6. Visibility & Efficiency (Completed)

- *In Car Printers

- *Officers can issue warnings, citations, & can hand deliver Notices of Violations

- *Officers working from vehicles will stream line efficiency

- *Officers working from vehicles provides visibility

- *Visibility helps Community Relations

- *Helps remind neighbor of a question they may have had

- *Could Prevent Violations from Occurring

7. Professionalism (Completed)

- *City Attire (Shirts)

- *Appearance (At All Times)

- *Attitude (At All Times)

- *Vehicles

8. Training Goals (In Process)

- *Within 5 years, attempt to have each officer trained in all 4 levels

- *Code Compliance will conduct in-house training

- * Being trained brings professionalism, confidence, growth & development

9. Short Term Rental Compliance Officer (Completed)

*Assigned a 4x4 Ford Pick-up

*Visible to Public

*Builds Rapport

*Community Relations

*Manages STR Program (Issues Permits and Inspections)

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

*Assists other Code Officers

10. Long Term Rental Code Compliance Officer (Completed)

*Assigned a 4x4 Ford Pick-up

*Visible to Public

*Builds Rapport

*Community Relations

*Manages LTR Program (Issues Permits and Inspections)

*Ensures Compliance of all LTRs

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

*Assists other Code Officers

11. Business/Building Code Compliance Officer (Completed)

*Assigned a 4x4 Ford Pick-up

*Visible to Public

*Builds Rapport

*Community Relations

*Manages Beach Vendor Program

*Ensures Compliance of Business District

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

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

*Assists other Code Officers

12. Harbor Compliance Officer (Waiting on Approval)

*Assigned a 4x4 Ford Pick-up & Vessel

*Visible to Public

*Builds Rapport

*Community Relations

*Ensures Compliance along Harbor and all Waterways

*Manages Livery Vessel Program

*Assist Harbor Board

*Works closely with Okaloosa S.O. Harbor Unit

13. Beach Compliance Officer (Part-Time Seasonal)

*Can work in association with Park Rangers

*Assigned a 4 wheeler & Viking **(Complete)**

*Visible to Public

*Builds Rapport

*Community Relations

*Ensures Beach Vendor Compliance

*Ensures Compliance of Beach Management Codes

*Works Closely with Okaloosa S.O.

14. Code Compliance AA **(Complete)**

*Assigned No Vehicle

*Visible to Public (In Office)

*Builds Rapport

*Community Relations

*Assists Public Day to Day Operations

*Assigns & Dispatches Complaints to Officers

*Assists Code officers in Case Management

*Assists Code officers in Magistrate Prep or Courtroom Prep

15. Code Compliance Manager (Complete)

*Assigned a 4x4 Ford Pick-up

*Visible to Public

*Builds Rapport

*Community Relations

*Oversees day to day Unit Operations

*Fields Complaints

*Officer Scheduling

*Officer Complaints

*Case Management of Officers

*Ensures Case Integrity & Quality

*Assists other Code Officers

*Ensures Registrations, Vendors, & Livery Vessels Compliance

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

*Works closely with CM, IT, City Land Use Attorney, S.O. & all City Departments

16. Weekend Duties (Looking Into Process)

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

*Parking Violations

*Garbage Violations

*STR Violations & Registration

*City Park Violations

*Day to Day Violations

STANDARD OPERATING PROCEDURES FOR CODE COMPLIANCE OFFICERS

CODE OF ETHICS FOR CODE COMPLIANCE OFFICERS

A Code Compliance Officer's ("Officer") duty is to serve the general public and the citizens of Destin in particular by striving to achieve the highest level of quality in all aspects of their work. Officers will work in partnership with the citizens of Destin and will do their best, within the law, to solve community problems that affect the welfare and safety of business and residential communities. Officers must always exercise integrity in the use of the authority that has been given to them by the people they serve. Officers' personal and professional behavior should be a model for all to follow and they will obey and support the letter and the spirit of the law. A Code Compliance Officer's enforcement efforts should be in full adherence to the legal rights of a suspected violator, and the Officer must scrupulously avoid any conduct which would make him a violator of the law or bring discredit upon himself or the City. Ever mindful of the rights of all citizens to justice and equality, Officers will be exemplary in obeying the laws of the land and the regulations of the department and the City.

OFFICER APPEARANCE

- When on duty, Code Compliance Officers shall always carry identification and will have their name tag visible at all times.
- Officers shall wear work issued clothing or a uniform shirt with official City insignia while on duty and performing official duties in the field and shall otherwise dress appropriately in a clean and professional manner.

OFFICER PROFESSIONALISM

- All Code Compliance Officers are employed in positions of trust and should, at all times, act professionally, lawfully, honestly, ethically and with integrity.
- Officers shall conduct investigations based upon facts and evidence and shall refrain from embellishment and dishonesty in reporting findings.

OFFICER SAFETY

- Officers must adopt a common-sense approach with regard to personal safety when carrying out their official duties and conducting investigations. They should be aware of potentially unsafe conditions and should not enter any premises if there is any doubt as to whether it is appropriate or safe to make entry.
- Officers must observe their surroundings and exit routes and be aware of any items that could be classified as dangerous.

- If the Officer is aware of potentially safe unsafe conditions or threats of harm, the Officer shall contact a Supervisor and/or Sheriff's Deputy immediately.
- If any threat of violent conduct is made against an Officer, the Officer must complete a report of the events leading to the threat being made, and file a report with the appropriate Supervisor and Law Enforcement agencies.
- All Officers must at all times ensure that they are contactable by assigned mobile phone and or two-way communication device, while conducting official business on City Code Compliance.

CODE COMPLIANCE VEHICLE SAFETY

- Officers driving on Highway 98 shall activate the caught light bar to advise oncoming traffic and they shall use the directional bar to divert traffic.
- Officers exiting their vehicle along Highway 98 shall wear an FDOT approved traffic safety vest at all times.
- Officers issuing parking warnings or citations in residential areas must activate lights and use the directional bar to divert traffic.

OFFICER CASE MANAGEMENT

- Officers shall at all times conduct investigations with an unbiased opinion and shall at all times avoid the appearance of impropriety.
- Officers should not carry out an investigation involving or visit any premises belonging to a relative, friend, or any other individual who may compromise the Officer's ability to conduct an investigation without bias. If an Officer has been assigned to investigate or visit the premises of someone who is known to them in this way they should bring the matter to the attention of their supervisor in order to obtain another assignment.

2018 Code Compliance Calls for Service

128 Licenses and Permits
107 Short term/Long Term rental violations
89 Parking
77 Property Maintenance
43 Signs
29 Accumulation of Trash and Debris
26 Streets and Sidewalks
301 Miscellaneous (Animals, turtle lighting, unfenced pool or dumpster, commercial activity,
Right of Way encroachment, and off-site advertising)
11 Sanitation Service
10 Noise
6 Beach & Harbor
16 Livery Vessel Registrations
34 Beach Vendor Registrations
874 short-term rentals Registrations
267 long-term rentals Registrations

985 cases
1191 Registrations

2176 Total

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019

TYPE OF AGENDA ITEM: Action Item

TO: City Council

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

FROM: Lance Johnson, City Manager

DATE: January 29, 2019

SUBJECT: Discussion on draft ordinance for pay-to-park facilities.

I. BACKGROUND: Based on concerns expressed by members of the City Council at the regular City Council meeting held on January 21, 2019, staff prepared a draft ordinance for discussion purposes only. The City Council discussed the first draft ordinance related to pay-for-park facilities at its regular meeting held on February 4, 2019. Based on comments made at the February 4th meeting, staff has revised the draft ordinance for City Council consideration on February 19, 2019.

This ordinance is not before the City Council on first reading. If the City Council directs staff to proceed with this ordinance in its current or a modified form, it will require review by the City's LPA, as well as two public hearings before the City Council.

II. DISCUSSION: The draft ordinance included with this agenda package (for discussion purposes only) is proposed to be applicable to all pay-to-park facilities within the City, whether such facilities are publicly- or privately-owned.

The draft ordinance requires that pay-to-park facilities have patrons pay for parking upon exiting the facility, or within a designated parking spot within the facility, but prohibits payments from being made at the entrance or in any drive area within the facility other than the exit lane.

Additionally, the draft ordinance prohibits a pay-to-park facility from obstructing the entrance and exit lane(s) of the facility with pooling traffic that may spill out onto roadways located within the City, creating safety concerns and congestion.

The ordinance contains civil and criminal penalties for noncompliance to the

extent authorized by Florida law.

In addition to the requested ordinance, the Community Development Director has included information relating to additional processes for handling pay-to-park facility permitting within the City. The City Council may elect to proceed with more than one option for dealing with pay-to-park facilities, if it so desires. For example, the City Council could elect to proceed with the draft ordinance, and instruct staff to proceed to additionally prepare an ordinance establishing a permitting process for such facilities, as noted by the Community Development Director. In other words, the Council may proceed with both, neither, or either of the options presented for Council consideration.

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

III. CONCLUSION: Staff is seeking direction from the City Council as to whether to proceed to finalize a draft of this ordinance for consideration by the LPA, and ultimately, by the City Council.

The Council may direct staff to take no further action, to modify the ordinance, or to proceed with the ordinance as currently written.

IV. RECOMMENDED MOTION:

Attachments:

1. Feb 19 Ordinance for Discussion
2. Community Development Director Discussion

ORDINANCE 2019-__

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA PROHIBITING PAY-TO-PARK FACILITIES FROM COLLECTING FEES AT ENTRANCE TO FACILITY; PROHIBITING BACKUP OF VEHICLES ONTO CITY, STATE AND FEDERAL HIGHWAYS, ROADS AND STREETS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR CREATION OF LAND DEVELOPMENT CODE SECTION 8.10.00; PROVIDING FOR CIVIL AND CRIMINAL PENALTIES; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes, and Section 162.22, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council desires that all pay-to-park parking facilities within the City provide a safe and convenient area for payment of parking fees;

WHEREAS, the City Council further desires to alleviate or prevent the back-up of vehicles at the entrance to pay-to-park facilities which may cause spillover and congestion of traffic on the roads, streets and highways;

WHEREAS, the City Council desires to promote general traffic and pedestrian safety by minimizing potential accidents and conflicts between moving vehicles and pedestrians, and between vehicles on line to pay fees to pay-to-park facilities; and

WHEREAS, the City Council has deemed it necessary to amend the existing Land Development Code to clearly and unequivocally prohibit the collection of parking fees at entrances to pay-to-park facilities; and

WHEREAS, the City Council desires to balance the comfort and convenience of residents, tourists and business-owners with the need to protect the health, safety and welfare of those on the roads, streets and highways; and

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

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

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

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

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

SECTION 3. CREATION OF LAND DEVELOPMENT CODE SECTION 8.10.00.

Section 8.10.00 of the Land Development Code is hereby created as follows:

Section 8.10.00. Pay-to-park facilities.

A. **Purpose and Intent.** The City seeks to clearly and unequivocally prohibit the collection of parking fees at entrances to pay-to-park facilities in order to promote general traffic and pedestrian safety by minimizing potential accidents and conflicts between moving vehicles and pedestrians, and between vehicles in line to pay fees to parking facilities. Further, the intent of this section is to alleviate or prevent the back-up of vehicles at the entrance to pay-to-park facilities, and to further prevent spillover and congestion of traffic onto the roads, streets and highways. The City's purpose is to balance the comfort and convenience of residents, tourists and business-owners with the need to protect the health, safety and welfare of those on the roads, streets and highways.

B. **Application.** This section applies to all parking facilities, including but not limited to all parking structures and parking lots.

C. **Payment to be collected in designated parking spaces or at exit of parking facility.** Pay-to park facilities shall require patrons to pay for parking either (1) after the vehicle is parked in a designated parking spot or (2) upon exiting the parking facility, when the vehicle is in the exit lane of the parking facility. In no case shall payments for parking be permitted to be made at the entrance to the parking facility, or within any accessway or drive area in the parking facility, other than the exit lane as specified herein. Any pay-to-park facility in violation of this subsection is subject to the civil and criminal penalties set forth herein.

D. **Backup and spillover of vehicles.** The entrance or exit lane(s) of a pay-to-park facility may not be obstructed such that congestion of vehicles spills over onto any city, state or federal highway, road or street. A pay-to-park facility that causes or allows vehicles to back-up and spillover on to any city, state or federal highway, road or street is subject to the civil and

criminal penalties set forth herein.

E. Enforcement.

1. **Code Compliance.** The code compliance department may enforce the terms of this section 8.10.00 by bringing a case to the Special Magistrate or Code Enforcement Board, whichever is applicable, as provided in Chapter 14, Offenses and Miscellaneous Provisions, Article III, Code Enforcement Board or Special Magistrate, of the Code Ordinances of the City of Destin and Chapter 162, Part 1, Florida Statutes.
2. **Civil Citation:** The code compliance department, or other duly authorized officer or authority, may enforce the terms of this section 8.10.00 through issuance of civil citation as provided in Chapter 14, Offenses and Miscellaneous Provisions, Article III, Code Enforcement Citation Program and Procedures, of the Code Ordinances of the City of Destin and Chapter 162, Part 2, Florida Statutes.
3. **Criminal Penalties:** A violation of this section 8.10.00 shall be punishable as a misdemeanor by a fine of up to five hundred (\$500.00) dollars per violation and a definite term of imprisonment of not more than sixty (60) days as provided in F.S. § 162.22.
4. Nothing contained herein shall prevent the city from taking such other lawful action in law and equity as may be necessary to remedy any violation of, or refusal to comply with this section 8.10.00, including but not limited to: (a). Pursuit of injunctive and/or declaratory relief in a court of law; and (b). Utilizing any other action or enforcement method allowable by law.

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

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

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such

portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

ADOPTED this ____ day of _____, 2019.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

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

Kimberly Romano Kopp, Land Use Attorney

RATIONALE FOR LAND USE REVIEW OF REQUESTS FOR PAID PARKING

From Louis Zunguze, Community Development Director

Background:

The City of Destin, is one of the major tourist destinations in the State of Florida. According to the Florida Department of Environmental Protection, over 80 percent of the Emerald Coast's 4.5 million visitors each year visit the City of Destin. To that end, the availability and demand for parking facilities is one of the land use challenges that the City faces. Given this background, there is, therefore the need to carefully guide and manage both the location and operation of these facilities to ensure the general welfare, public health and safety of both the residents and visitors to the City when using these facilities.

Reasons For Review Of Requests For Paid Parking:

- Parking (public or private) is a land use issue that is governed and specifically addressed by the City's Comprehensive Plan (Policies 1-3.3.4, 2-1.3.17, 2-1.3.18, and 2-1.3.19) and the Land Development Code (Tables 7-2 and 8-6)
- There are legitimate public welfare and safety issues and concerns involved with parking facilities.
- There are major economic development (tourism industry) and public services (police, EMS and Code Compliance implications for the City in ensuring a sound and safe operation of paid parking facilities. This is particularly heightened between the months of March through September of each year.

Types of Review Processes:

Given the above noted legitimate local government related land use, public welfare and safety issues, it is therefore recommended that all paid parking proposals be reviewed under one of the following processes:

1. Change of Use Process

- Land Development Code (LDC) Section 2.05.00)
- Amendment to existing Development Order/Permit (LDC Sections 2.07.03 and 2.07.04)

or

2. Special Events Permit Process

- Provision of safe and convenient ingress and egress on-site traffic circulation (LDC Section 8.04.03.E)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Destin Fishing Fleet v. City of Destin, Okaloosa County Circuit Court, Case No. 2019 CA 000425 F.

Update to litigation and consideration of hiring Anchors Smith Grimsley, PLC, as excess legal counsel.

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

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

FROM: Tim Whaler, Planner
Louis Zunguze, Community Development Director

DATE: February 13, 2019

SUBJECT: ***Jenkins Engineering, Inc., on behalf of Vintage Destin, LLC, is requesting approval of a Major Development Order and Major Subdivision identified as "Vintage Destin." The proposed multi-family development consists of 282 units with office space and associated infrastructure improvements, including proposed public right-of-way. The proposed project is generally located north of Scenic Highway 98 East, addressed as 117 Palms Street. Property can also be identified by Okaloosa County Property Appraiser's Parcel I.D. number 00-2S-22-0000-00213-0000. The total site area is 18.1 acres, more or less.

I. BACKGROUND: Vintage Destin, LLC is requesting Major Development Order and Major Subdivision final plat approval. The project consists of constructing a 282 multifamily development with the associated infrastructure, including proposed public rights-of-way. The subject site contains 18.1 acres and is located at 117 Palms Street. Although the Major Development Order and Major Subdivision requests are separate applications, the applicant and the City have agreed to allow the City Council to hear the separate applications together, as they involve the same property and project.

II. DISCUSSION:
COMPREHENSIVE PLAN/Land Development Code

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 project is consistent with the Comprehensive Plan and the Land Development Code (LDC).

Land Use

Long-term multifamily residential is an allowable use in both the TCMU future land use

designation and zoning district.

DENSITY

Maximum allowed: 24 dwelling units per acre

Provided: 15.58 dwelling units per acre

HEIGHT

Maximum allowed: 50'4 stories

Provided: 31-4.5" above the average grade of the subject property/3 stories

Pitched roof

Minimum required: 60

Provided: 60.3%

FLOOR AREA RATIO

Not applicable

SETBACKS

Front maximum allowed: 20 feet

Front provided: 62.6 feet – Variance granted BOA Final Order 18-17 VA

Side minimum allowed: 0 feet

Side provided: 3.4 feet

Rear minimum allowed: 0 feet

Rear allowed: 3.7 feet

Open Space

Minimum required: 25%

Provided: 46%

Platting

The project is proposing a major subdivision to be processed simultaneously with a major development order. The applicant is requesting final plat approval and has met all submittal, infrastructure, and surety requirements.

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:

Traffic: The project meets the transportation concurrency per Comp Plan Policy 12-4.1.8.

Stormwater Management: The City's Stormwater Manager signed the CEC on February 12, 2019.

AIRPORT PROTECTION

As proposed, this project is not affected by nor affects the Destin – Ft. Walton Beach 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 project is within the Multimodal Transportation District (MMTD) and meets the development standards detailed in the Land Development Code 8.09.03. The transportation analysis, dated October 9, 2018, indicates the proposed development is estimated to generate 120 new PM peak hour vehicle trips. The analysis will be used to assist the City in determining the overall success of the MMTD in accordance with State requirements as outlined in Comprehensive Plan Policy 12-4.1.8.

RIGHT-OF-WAY DEDICATION

The project includes right-of-way dedication consistent with the Transportation Corridor Management Plan Map. The dedications include portions of the East-West Section 1 secondary alignment, 98 Palms Boulevard and North-South Section 1, Palms Street.

The Vintage project will essentially jump start the corridor management plan for the east-west connection, as well as north-south alignments, as identified in Land Development Code Article 8.01.00.E.

As to the east west alignment, the project will provide a portion of right of way extending 98 Palms Boulevard further to the east. The city will still have to acquire a small piece of right-of-way from Destin Water Users to complete the right-of-way connection to the eastern edge of Twin Lakes Subdivision. However, this project provides a solid head-start for the City, in that regard.

As to the north-south alignment, the project will provide a portion of right-of-way extending Palms Street northward to the 98 Palms Boulevard extension. These segments of right-of-way will allow the City to provide connectivity to the residential Twin Lakes subdivision and continued eastward to Mattie M Kelly Boulevard.

INGRESS/EGRESS

Access to the western portions of the property is provided by a 24-foot-wide, two-way drive from the existing southern alignment of 98 Palms Boulevard. Access to the eastern portions of the property is provided by four 24-foot wide, two-way drives from the future extension of Palms Street.

Pedestrian Network

The project provides a complete pedestrian network as required in LDC 8.09.03.A(6). External sidewalks are provided along all rights-of-way including the existing private southern alignment of 98 Palms Boulevard and the proposed Palm Street extension. A continuous on-site internal sidewalk is provided throughout the development.

PARKING:

Required maximum/minimum vehicle parking spaces: 556/445

Provided vehicle parking spaces: 493

Required minimum bicycle parking spaces: 56

Provided bicycle parking spaces: 67

Required minimum handicap parking spaces: 9

Provided handicap parking spaces: 10

UTILITIES:

All utilities are required to be underground.

STORMWATER:

The City Engineer approved the stormwater plan in a memo dated January 29, 2019.

REFUSE COLLECTION:

A trash compactor and enclosure is provided on-site.

WHITE SANDS ZONE

The proposed project is not located within a White Sands Zone.

Landscaping

Front perimeter/common boundary: Exempt per LDC 12.04.04.B

Interior parking landscape: Minimum requirements met

Buffer zone: Exempt per LDC 12.04.04.D

Preservation and restoration:

Acres of development: 14.9

Reforestation trees required: 149

Preserved trees: -82 tree credits (22 preserved trees)

Required additional trees: 67

Required parking trees: 83

Total required trees: 150

Total trees provided: 303

SIGNS

All signs must comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

STATE/FEDERAL PERMITS REQUIRED BEFORE ISSUANCE OF BUILDING PERMIT:

A Florida Department of Environmental Protection general notice permit (for stormwater) has been issued for this site and is on file.

IMPACT FEES:

Final impact fee amounts will be determinant upon the gross floor area of the overall development land uses and whether exemption or credits are applicable and reevaluated at the time a Certificate of Occupancy is requested. The impact fees for the proposed project are estimated to be:

LAND USE	UNITS	PARK	LIBRARY	POLICE	TRANS.	TOTAL
Residential, 500—749 sq. ft., per dwelling unit	47	\$235.00	\$78.00	\$11.00	\$724.00	
Residential, 750—999 sq. ft., per dwelling unit	84	\$279.00	\$93.00	\$13.00	\$855.00	
Residential, 1,000—1,499	151	\$335.00	\$112.00	\$16.00	\$1,016.00	

sq. ft., per dwelling unit						
Totals	282	\$85,066.00	\$28,390.00	\$4,025.00	\$259,264.00	\$376,745.00

OTHER FEES: Not applicable.

COMMENTS:

Per Community Development Department:

1. **Prior to the issuance of a Clearing Permit**, a clearing plan must be submitted and approved by the Community Development Department.
2. **Prior to the issuance of a Certificate of Occupancy**, all required parking and related landscaping shall be installed, inspected, and approved by the Engineering and Community Development Departments.
3. If the applicant proposes outdoor lighting in the future, an outdoor lighting plan must be submitted to the Office of Community Development for review and approval.
 - A. **Link to Strategic Goals / Objectives:** Policy 1-2.4.3(1) TCMU; Comprehensive Plan.
 - B. **Effect on Budget (EOB):** See Discussion, above.
 - C. **Level of Service (LOS):** See Discussion, above.

III. CONCLUSION: Staff has determined that the applications meet or exceed the minimum requirements of the Land Development Code for the major subdivision and major development. The report of the Technical Review Team that is required pursuant to sections 2.07.01(A) and 2.19.03(D), LDC, is attached.

With respect to the subdivision request, Section 2.19.03(D) of the Land Development Code states:

Final action by City Council. Where proposed major development includes the subdivision or resubdivision of land and the dedication of right-of-way, final approval of such subdivision or resubdivision shall be made by the City Council in accordance with this Code and general law. Upon receiving the recommendation of the technical review committee, the City Council will consider the subdivision for approval.

With respect to the Major Development, 2.07.01(B) of the Land Development Code requires the following of major development applications:

Following the required public notice and hearing, the City Council shall either approve, approve with conditions, approve with modifications or deny the Community Development staff's recommendation and shall:

1. Determine conformity of the proposed development with the Comprehensive Plan, this

Code, other applicable requirements and the items enumerated in A. above.

2. Hear and address concerns and desires of surrounding landowners and other affected persons.

3. Consider any rule, objective or policy of the Comprehensive Plan or any other criterion applicable to the particular development proposals in formulating its recommendation to either approve or deny the development proposal.

4. If the proposal is approved or approved with conditions, the City Council shall instruct the City Manager, or designee, to authorize the issuance of a development order that complies with Section 2.08.00.

5. If the proposal is approved with modifications, a development order may be authorized by the City Manager, or his designee, once the required modifications have been completed and approved by the appropriate TRT members.

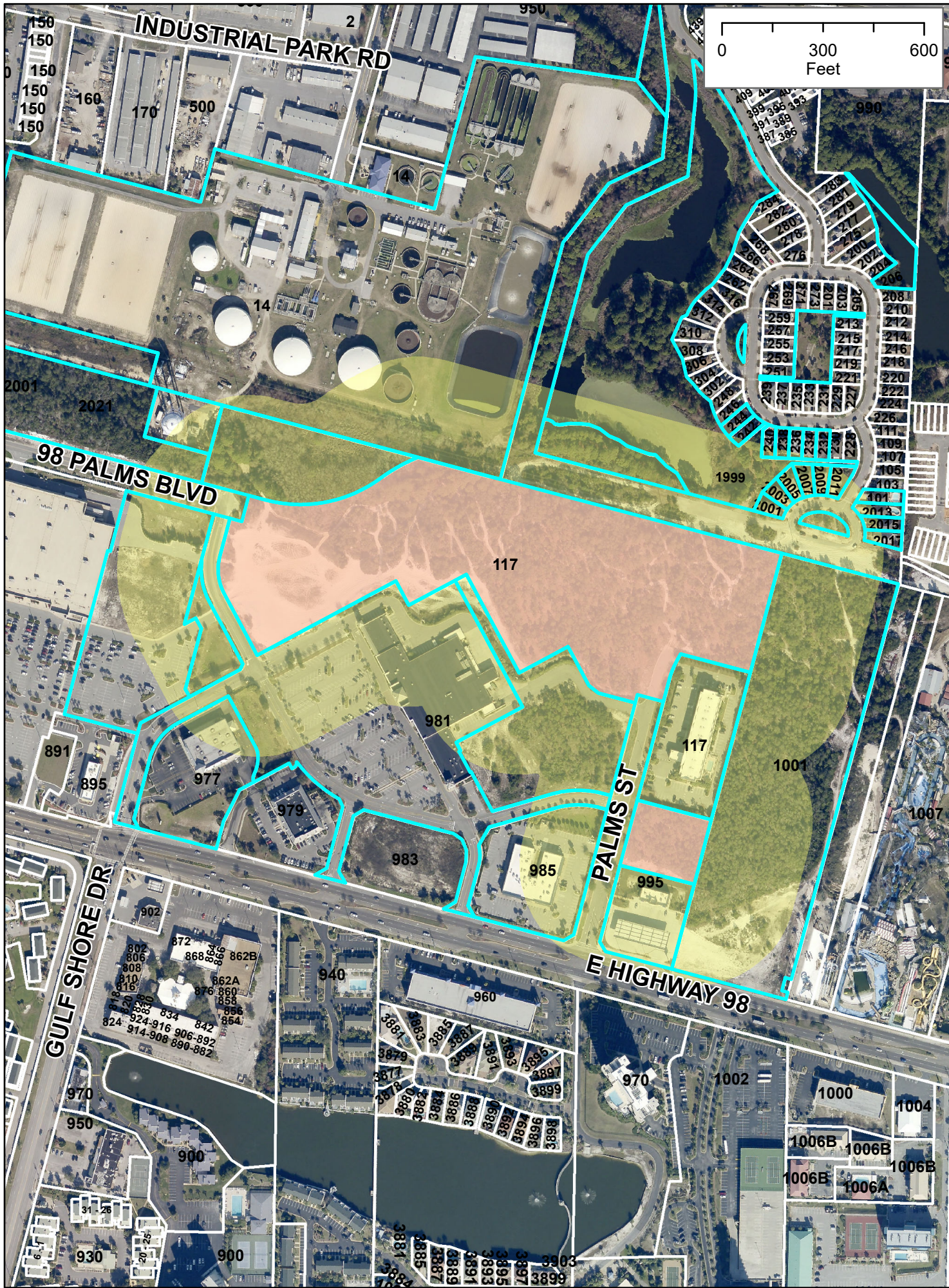
6. If the proposal is denied based upon the applicant's failure to meet the requirements of this Code in the proposed development plan(s), the application will become null and void, the applicant will lose in-line priority consideration for concurrency. The applicant will have to submit a new application and start the review process over in order to secure consideration for approval of the proposal.

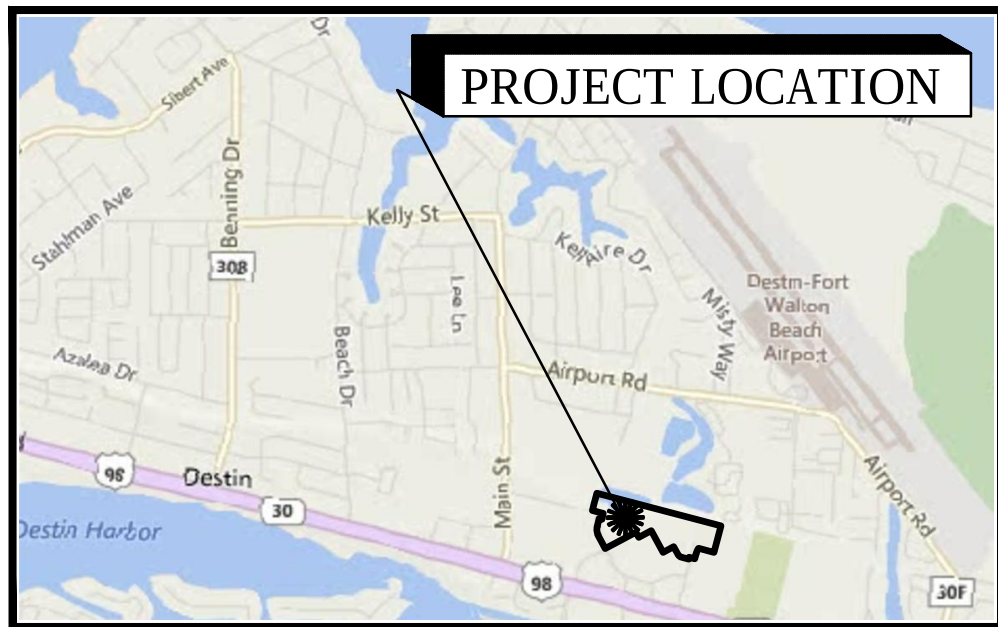
The City Council should review these criteria and render its decision on the applications in accordance therewith.

IV. RECOMMENDED MOTION: I move to approve/deny the Major Development Order and Major Subdivision identified as “Vintage Destin.”

Attachments:

1. 117PalmsBlvd_location map
2. 170595.05c Vintage Destin MF Plat-01
3. 170595.05c Vintage Destin MF Plat-02
4. Major Development Application _ Vintage Destin
5. Major Subdivision Application _ Vintage Destin
6. SITE PLAN 1 Vintage Destin
7. SITE PLAN 2 Vintage Destin
8. Vintage Destin Traffic Analysis
9. TDK Brochure Submitted by Applicant
10. TRT Report





Vicinity Map
NOT TO SCALE

Dedication:

KNOW ALL MEN BY THESE PRESENTS THAT 98 PALMS LTD. UNDER THE LAWS OF THE STATE OF FLORIDA AND AS OWNER OF THE LANDS HEREON PLATTED AS "VINTAGE DESTIN", DOES HEREBY DEDICATE IN FEE SIMPLE, ALL STREETS AND RIGHT-OF-WAYS AS SHOWN HEREON TO THE CITY OF DESTIN. 98 PALMS LTD. DOES HEREBY GRANT A NON-EXCLUSIVE EASEMENT FOR THE PURPOSES OF INGRESS AND EGRESS OVER THE INGRESS/EGRESS EASEMENT AS SHOWN HEREON, AND DOES ALSO HEREBY GRANT A NON-EXCLUSIVE EASEMENT FOR THE PURPOSES OF INSTALLATION, MAINTENANCE, AND REPAIR OF VARIOUS UTILITIES, INCLUDING, BUT NOT LIMITED TO CENTURYLINK, COX COMMUNICATIONS, GULF POWER, OKALOOSA GAS DISTRICT, AND DESTIN WATER USERS, INC., OVER THE RIGHT-OF-WAYS AND EASEMENTS AS SHOWN HEREON.

98 PALMS LTD. DOES HEREBY REQUEST THAT THIS PLAT BE RECORDED IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

98 PALMS, LTD., AN ALABAMA LIMITED PARTNERSHIP WITNESS
BY: CORPORATE GENERAL INC., AS GENERAL PARTNER
BY: MARK McDONALD, GENERAL PARTNER

BY: _____

Acknowledgment to Dedication: WITNESS
STATE OF _____ COUNTY OF _____

THIS IS TO CERTIFY THAT BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED _____, AND IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, AS _____ OF CORPORATE GENERAL, INC., AND WHO ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF CORPORATE GENERAL, INC..

WITNESS MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF _____, 2019.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

Joinder and Consent to Dedication:

NEWLINE FUNDING, LLC, A NEVADA LIMITED LIABILITY COMPANY, THE HOLDER OF A MORTGAGE ON THE HEREON DESCRIBED PROPERTY, AS RECORDED IN THE OFFICIAL RECORDS BOOKS 2968, PAGE 3694, AND 3019, PAGE 1886, AND BOOK 3080, PAGE 1446, AND 3139, PAGE 1112, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, DO HEREBY CONSENT TO AND JOIN IN THE DEDICATION AND PLATTING AS SET FORTH HEREON.

ANDREW G. HIGGINS, MANAGER
NEWLINE FUNDING, LLC, A NEVADA LIMITED LIABILITY COMPANY

Acknowledgment to Joinder and Consent:

STATE OF FLORIDA, COUNTY OF OKALOOSA

THIS IS TO CERTIFY THAT BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED ANDREW G. HIGGINS, AND IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, AS MANAGER OF NEWLINE FUNDING, LLC, A NEVADA LIMITED LIABILITY COMPANY, AND THEY ACKNOWLEDGE TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID NEWLINE FUNDING, LLC.

WITNESS MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF _____, 2019.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

Title Opinion:

IT IS THE OPINION OF THE UNDERSIGNED ATTORNEY AT LAW, THAT TITLE TO THE LANDS DESCRIBED HEREON IS IN THE NAMES OF THE DEDICATORS AS SHOWN HEREON AND THERE ARE NO UNSATISFIED MORTGAGES ON THE LANDS DESCRIBED HEREON.

DANA C. MATTHEWS
MATTHEWS & JONES LLP

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

VINTAGE DESTIN

A MULTIFAMILY RESIDENTIAL SUBDIVISION IN UNDIVIDED
TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN,
OKALOOSA COUNTY, FLORIDA

Description:

THAT PORTION OF THE HENDERSON BEACH LAND TRUST PARCEL (OFFICIAL RECORDS BOOK 2228, PAGE 240), LYING NORTHERLY AND EASTERLY OF 98 PALMS SUBDIVISION (PLAT BOOK 19, PAGE 54) AND NORTHERLY OF THE HOTEL PARCEL (OFFICIAL RECORDS BOOK 3202, PAGE 4648), SITUATED SOUTH OF THE GULF POWER COMPANY EASEMENT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 1 OF SAID 98 PALMS SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND NORTHWESTERLY LINES OF SAID SUBDIVISION, INCLUDING LOT 1, THE 50 FOOT WIDE PRIVATE DRIVE, AND 98 PALMS BOULEVARD, THE FOLLOWING FOURTEEN (14) CALLS:
1) N 75°10'17" W, A DISTANCE OF 113.10 FEET; 2) N 51°46'07" W, A DISTANCE OF 35.68 FEET;
3) N 28°10'53" W, A DISTANCE OF 130.96 FEET; 4) S 61°59'17" W, A DISTANCE OF 165.27 FEET;
5) N 28°09'32" W, A DISTANCE OF 331.44 FEET; 6) S 61°50'53" W, A DISTANCE OF 193.23 FEET;
7) N 28°11'23" W, A DISTANCE OF 81.40 FEET; 8) S 61°52'06" W, A DISTANCE OF 466.86 FEET
9) N 28°10'29" W, A DISTANCE OF 208.24 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 150.00 FEET; 10) ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°45'10", AN ARC DISTANCE OF 111.93 FEET, (CHORD BEARING = N 06°21'02" W, CHORD = 109.35 FEET); 11) N 14°40'10" E, A DISTANCE OF 117.35 FEET; 12) S 75°12'04" E, A DISTANCE OF 37.12 FEET; 13) N 14°47'56" E, A DISTANCE OF 80.00 FEET; 14) N 75°12'04" W, A DISTANCE OF 153.19 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF 98 PALMS BOULEVARD, PROCEED N 14°48'00" E, A DISTANCE OF 89.52 FEET TO THE SOUTHEAST CORNER OF THE REGIONAL UTILITIES PARCEL; THENCE N 14°55'35" E ALONG THE EASTERLY LINE THEREOF, A DISTANCE OF 149.91 FEET TO THE NORTHWEST CORNER OF THE AFORESAID LAND TRUST PARCEL; SAID POINT LYING ON THE SOUTHERLY LINE OF THE AFORESAID 100 FOOT WIDE GULF POWER COMPANY EASEMENT; THENCE S 75°11'16" E ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1725.50 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LAND TRUST PARCEL; THENCE DEPARTING SAID SOUTHERLY LINE OF THE GULF POWER EASEMENT, PROCEED S 14°50'38" W ALONG THE EASTERLY LINE OF SAID LAND TRUST PARCEL, A DISTANCE OF 366.35 FEET TO THE NORTHEAST CORNER OF THE AFORESAID HOTEL PARCEL; THENCE N 75°09'22" W ALONG THE NORTHERLY LINE THEREOF, A DISTANCE OF 213.62 FEET TO THE NORTHWEST CORNER THEREOF, SAID POINT LYING ON THE EASTERLY LINE OF THE PROPOSED EXTENSION OF MATTIE KELLY BOULEVARD AS STATED IN THE AFORESAID LAND TRUST; THENCE ALONG SAID EASTERLY LINE OF THE PROPOSED EXTENSION, THE FOLLOWING THREE (3) CALLS:
1) S 29°53'07" W, A DISTANCE OF 17.52 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 260.00 FEET; 2) ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°02'59", AN ARC DISTANCE OF 68.29 FEET, (CHORD BEARING = S 22°13'27" W, CHORD = 68.10 FEET); 3) S 14°41'57" W, A DISTANCE OF 65.15 FEET TO THE NORTHEAST CORNER OF THE AFORESAID 98 PALMS SUBDIVISION; THENCE ALONG THE NORTHERLY AND NORTHWESTERLY LINES OF SAID SUBDIVISION AND RIGHT-OF-WAY, THE FOLLOWING TWO (2) CALLS:
1) N 75°18'03" W, A DISTANCE OF 80.00 FEET; 2) S 14°41'57" W, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 18.11 ACRES, MORE OR LESS.

General Notes:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH BOUNDARY OF THE SUBJECT PROPERTY, SAID LINE BEARING S 75°11'18" E AS ESTABLISHED BY STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983,
2. CAPTIONS WHICH APPEAR OUTSIDE THE PLATTED SUBDIVISION ARE FOR CONVENIENCE ONLY. NO CONVEYANCE OR PROMISE TO CONVEY ANY LANDS OR ANY INTEREST IN LANDS OUTSIDE THE SUBDIVISION IS INTENDED OR IMPLIED.
3. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY.
4. THIS PLAT HAS BEEN PREPARED FROM A PREVIOUS BOUNDARY SURVEY OF THE SUBJECT PROPERTY PREPARED BY THIS FIRM AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS DEFINED IN FLORIDA ADMINISTRATIVE CODE 5J-17 (FORMERLY CHAPTER 61G17-6) OF THE FLORIDA STATUTES CHAPTER 472.027.
5. ALL LOT CORNERS SHOWN ON THIS PLAT HAVE BEEN SET IN THE FIELD WITH CAPPED IRON RODS, CONCRETE MONUMENTS OR PERMANENT CONTROL POINTS (NAIL & DISC.) MARKED CORPORATION NUMBER 3501.
6. THERE IS NO HOMEOWNER'S ASSOCIATION OR INTENDED COMMON AREAS.
7. THE 30'x75' EASEMENT SHOWN HEREON AND RECORDED IN O.R. BOOK 2205, PAGE 1590 IS FOR ACCESS AND MAINTENANCE OF STORMWATER AND LANDSCAPING IMPROVEMENTS.

City Surveyor's Certificate:

THIS IS TO CERTIFY THAT THIS PLAT WAS REVIEWED BY THE CITY SURVEYOR OF DESTIN, FLORIDA, AND MEETS THE REQUIREMENTS OF CHAPTER 177.011-177.151 OF THE FLORIDA STATUTES AND WAS APPROVED BY HIM ON THE _____ DAY OF _____, 2019.

ERIC B. STUART PROFESSIONAL SURVEYOR & MAPPER NO. 6707
CITY OF DESTIN SURVEYOR

City of Destin Approval:

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY OF DESTIN, FLORIDA, AND WAS APPROVED FOR THE RECORD ON THIS _____ DAY OF _____, 2019.

CITY MANAGER _____ MEMBER _____

CITY CLERK _____ MEMBER _____

Public Services Department Approval:

PRESENTED TO AND APPROVED BY THE PUBLIC SERVICES DIRECTOR OF THE CITY OF DESTIN, FLORIDA THIS _____ DAY OF _____, 2019.

TIM PIETENPOL
INTERIM PUBLIC SERVICES DIRECTOR

Tax Collectors Statement

I, BEN ANDERSON, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID FOR THE TAX YEAR _____ FOR THE PROPERTY DESCRIBED HEREON TO THE BEST OF BY KNOWLEDGE AS OF THE _____ DAY OF _____ 2019.

BEN' ANDERSON, OKALOOSA COUNTY TAX COLLECTOR

Community Development Department Approval:

PRESENTED TO AND APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF DESTIN, FLORIDA THIS _____ DAY OF _____ 2019.

COMMUNITY DEVELOPMENT DIRECTOR

County Clerk Certificate of Recording:

J.D. PEACOCK II, CLERK OF THE CIRCUIT COURT, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2019 IN PLAT BOOK _____, PAGE _____.

J.D. PEACOCK II
CLERK OF CIRCUIT COURT, OKALOOSA COUNTY, FLORIDA

Surveyor's Certificate:

STATE OF FLORIDA, COUNTY OF OKALOOSA

I, ALLEN E. TUCKER, DO HEREBY CERTIFY THAT A SURVEY OF THE LANDS WITHIN THE BOUNDARY OF THIS PLAT HAS BEEN MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED AND THAT THE SURVEY COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT P.R.M.'S HAVE BEEN SET AS SHOWN AND THAT P.C.P.'S WILL BE SET AS SHOWN AT SUCH TIME WHEN IMPROVEMENTS ARE COMPLETE OR WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.

ALLEN E. TUCKER, PROFESSIONAL LAND SURVEYOR AND MAPPER NO. 4584
GUSTIN, COTHERN & TUCKER, INC. L.B. NO. 3501
121 HART STREET, NICEVILLE, FLORIDA 32578
PHONE: (850) 678-5141 FAX: (850) 729-2460

Prepared: January 2019



PREPARED BY:
Gustin, Cothorn & Tucker, Inc.
Land Surveying
121 Hart Street Niceville, FL 32578 (850) 678-5141

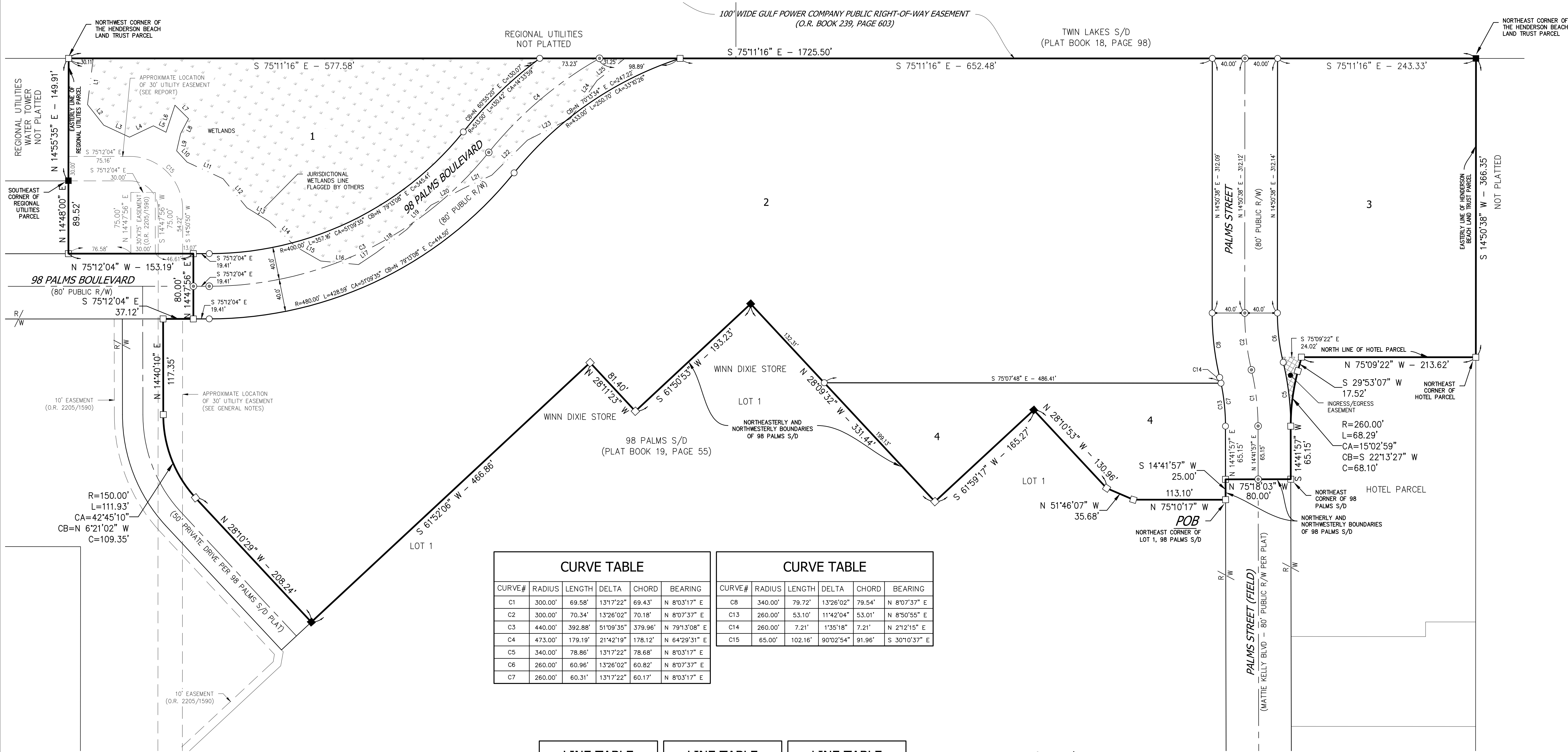
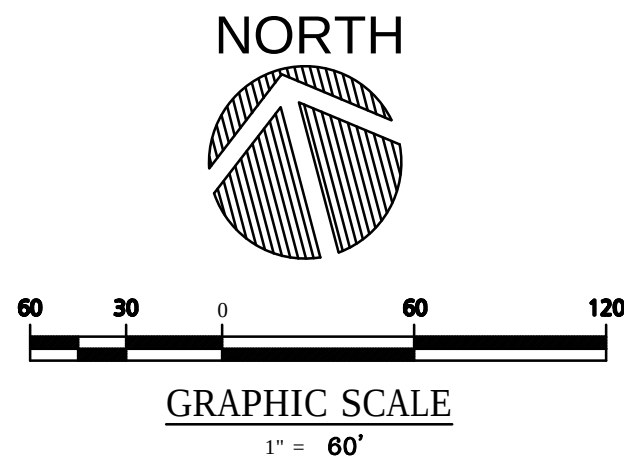
170595.05c

VINTAGE DESTIN

SHEET 1 OF 2

VINTAGE DESTIN

A MULTIFAMILY RESIDENTIAL SUBDIVISION IN UNDIVIDED TOWNSHIP 2 SOUTH,
RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA



General Notes:

- BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH BOUNDARY OF THE SUBJECT PROPERTY, SAID LINE BEARING S 75°11'16" E AS ESTABLISHED BY STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983,
- CAPTIONS WHICH APPEAR OUTSIDE THE PLATTED SUBDIVISION ARE FOR CONVENIENCE ONLY. NO CONVEYANCE OR PROMISE TO CONVEY ANY LANDS OR ANY INTEREST IN LANDS OUTSIDE THE SUBDIVISION IS INTENDED OR IMPLIED.
- THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY.
- THIS PLAT HAS BEEN PREPARED FROM A PREVIOUS BOUNDARY SURVEY OF THE SUBJECT PROPERTY PREPARED BY THIS FIRM AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS DEFINED IN FLORIDA ADMINISTRATIVE CODE 5J-17 (FORMERLY CHAPTER 61G17-6) OF THE FLORIDA STATUTES CHAPTER 472.027.
- ALL LOT CORNERS SHOWN ON THIS PLAT HAVE BEEN SET IN THE FIELD WITH CAPPED IRON RODS, CONCRETE MONUMENTS OR PERMANENT CONTROL POINTS (NAIL & DISC.) MARKED CORPORATION NUMBER 3501.
- THERE IS NO HOMEOWNER'S ASSOCIATION OR INTENDED COMMON AREAS.
- THE 30'x75' EASEMENT SHOWN HEREON AND RECORDED IN O.R. BOOK 2205, PAGE 1590 IS FOR ACCESS AND MAINTENANCE OF STORMWATER AND LANDSCAPING IMPROVEMENTS.

CURVE TABLE					
CURVE#	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	300.00'	69.58'	13°17'22"	69.43'	N 8°03'17" E
C2	300.00'	70.34'	13°26'02"	70.18'	N 8°07'37" E
C3	440.00'	392.88'	51°09'35"	379.96'	N 79°13'08" E
C4	473.00'	179.19'	21°42'19"	178.12'	N 64°29'31" E
C5	340.00'	78.86'	13°17'22"	78.68'	N 8°03'17" E
C6	260.00'	60.96'	13°26'02"	60.82'	N 8°07'37" E
C7	260.00'	60.31'	13°17'22"	60.17'	N 8°03'17" E

CURVE TABLE					
CURVE#	RADIUS	LENGTH	DELTA	CHORD	BEARING
C8	340.00'	79.72'	13°26'02"	79.54'	N 8°07'37" E
C13	260.00'	53.10'	11°42'04"	53.01'	N 8°50'55" E
C14	260.00'	7.21'	1°35'18"	7.21'	N 2°12'15" E
C15	65.00'	102.16'	90°02'54"	91.96'	S 30°10'37" E

LINE TABLE		
LINE#	DISTANCE	BEARING
L1	57.02	S 21°51'15" W
L2	32.25	S 23°24'27" E
L3	34.81	S 50°20'59" E
L4	32.39	N 79°27'43" E
L5	17.37	S 48°07'03" E
L6	34.92	N 33°02'05" E
L7	23.43	S 30°28'58" E
L8	20.97	S 42°25'31" W
L9	21.45	S 27°42'18" W
L10	18.83	S 28°00'32" E

LINE TABLE		
LINE#	DISTANCE	BEARING
L11	48.52	S 50°22'42" E
L12	46.11	S 24°41'43" E
L13	32.33	S 43°50'50" E
L14	44.34	S 31°16'30" E
L15	35.47	S 45°14'36" E
L16	46.76	S 69°49'01" E
L17	26.50	N 70°45'35" E
L18	46.58	N 67°39'04" E
L19	42.07	N 59°41'22" E
L20	44.56	N 77°30'33" E

LINE TABLE		
LINE#	DISTANCE	BEARING
L21	38.59	N 79°43'18" E
L22	61.32	N 60°19'25" E
L23	58.75	N 78°05'41" E
L24	57.20	N 49°57'50" E
L25	43.53	N 66°24'01" E

Legend

- = SET 1/2" CAPPED IRON ROD, (L.B. #3501)
- = SET PERMANENT REFERENCE MONUMENT, (P.R.M.) (4" X 4" CONCRETE MONUMENT, L.B. #3501)
- = FOUND 4"x4" CONCRETE MONUMENT
- ⊙ = SET PERMANENT CONTROL POINT, (L.B. #3501)
- CM = CONCRETE MONUMENT
- PRM = PERMANENT REFERENCE MONUMENT
- R/W = RIGHT OF WAY
- C/L = CENTERLINE
- (°) = DEGREES
- (') = MINUTES OR FEET
- (") = SECONDS

- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- O.R. = OFFICIAL RECORDS
- No. OR # = NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- ID = IDENTIFICATION
- L.B. = LAND SURVEYING BUSINESS
- L.S. = LICENSED SURVEYOR
- ± = MORE OR LESS
- +— = DISTANCE NOT TO SCALE
- DBA = DOING BUSINESS AS
- N = NORTH OR NORTHING
- E = EAST OR EASTING
- S/D = SUBDIVISION

Prepared: January 2019

PREPARED BY:



Gustin, Cothorn & Tucker, Inc.
Land Surveying
121 Hart Street Niceville, FL 32578 (850) 678-5141

170595.05c

VINTAGE DESTIN

SHEET 2 OF 2



City of Destin
Community Development Department
Planning Division
City of Destin Annex
4100 Indian Bayou Trail
Destin, Florida 32541
Phone (850) 837-4242 • Fax (850) 460-2171
email to: planning@cityofdestin.com

~~MAJOR~~ ~~MINOR~~ **DEVELOPMENT APPLICATION**
for a **FINAL DEVELOPMENT ORDER**

____ - ____ - **SP**
(project number assigned by planning staff)

Name of Proposed Project: **Vintage Destin**
(THIS NAME SHALL BE CONSISTENT ON ALL SUBMITTED PLANS & DOCUMENTS)

I. CONTACT INFORMATION:

A. Owner(s): 98 Palms LTD. c/o Newton, Oldacre, McDonald
Mailing Address: PO Box 680176 Prattville, AL 36068
Business Phone: 615.269.2448 Cell: 615.269.2448
Email: mmcdonald@oldacremcdonald.com

B. Authorized Agent (if applicable): Vintage Destin, LLC
Mailing Address: 1610 South Church Street- Murfreesboro, TN 37130
Business Phone: 615.796.4514 Cell: 615.796.4514
Email: rbradley@tdkconstruction.com

C. Engineer: Jamie Eubanks, P.E. @ Jenkins Engineering Inc.
Mailing Address: 1234 Airport Road, Suite 126, Destin, FL 32541
Business Phone: 850.837.2448 Cell: 850.865.6511
Email: Jamie@jeicivil.com

D. Architect: HUMPHREYS & PARTNERS ARCHITECTS/FLORIDA L.L.C
Mailing Address: 541 East Horatio Ave | Suite 100 | Maitland, FL 32751
Business Phone: 407.339.9323 Cell: 407.920.9603
Email: hector@humpreys.com

E. Surveyor: Gustin, Cothorn & Tucker, Inc.
Mailing Address: 121 Hart St, Niceville, FL 32579
Business Phone: 850.678.5141 Cell: 850.389.8142
Email: jevans@gct-survmap.com

II. PROPERTY INFORMATION:

Existing Street Address: 117 Palms Street
Parcel ID (s): 00-2S-22-0000-00213-0000, _____

Lot: n/a Block: n/a Plat Book: n/a Page Number: n/a
Subdivision: n/a

III. PROJECT INFORMATION:

A. General Information (brief description of the project of which this application is seeking approval):
Proposed 281 unit multi-family development with office space and associated
infrastructure improvements, including proposed public right-of-way.

Future Land Use Map Designation(s) of the Property: Town Center Mixed Use
Zoning District(s) of the Property: Town Center Mixed Use
Type of Project / Proposed Land Use of the Property: Multi-family
Total Acreage and Square Footage of the Property: 18.1 Acres

(649,064 SF does not include right-of-ways or undeveloped future outparcel.)

Number of Permanent or Long-term Residential Units:

~~281~~ 282

Number of Seasonal or Short-term Residential Units:

0

Total Number of Units Proposed:

~~281~~ 282

Number of Units per Acre Allowed:

~~19.90~~ 24.0

Number of Units per Acre Proposed:

~~15.52~~ 15.58

Proposed Building Height (Comprehensive Plan 2020 - Policy 1-2.1.4):

31' 4.5"

Number of Proposed Stories (included parking decks above grade):

3 max

Gross Floor Area of Proposed Structure:

320,580 SF

(Chapter 1 of the Comprehensive Plan: 2020 definition and Article 3, Sec. 3.00.00 "Gross Floor Area" of the Destin Land Development Code)

(NOTE: Calculations from the Site Plan and Architectural Floor Plan must match.)

B. **White Sands Zone:** The project is located in (check one):

White Sands Zone I: ☐

White Sands Zone II: ☒

Outside White Sands Zones: ☒

C. **Existing or Proposed Conditional Uses, Variances, Administrative Appeals, etc:**

Yes: ☒

(Provide a copy of Final Order)

No: ☐

D. **Development Intensity - Floor Area Ratio (FAR):**

This entire section must be completed for all non-residential projects that have the following Future Land Use Map (FLUM) Designations (Comprehensive Plan: 2020, Policy 1-2.1.2): CBN, CL, CG, CTS, ROI, CBR, TCMU, CMU, SHMU, NHMU, GRMU, HIMU, IN, A, INST, REC, and CON.

Formula:

Square footage of the subject parcel (18.1 acre(s) x 43,560 sq. ft.):

788,436

Multiplied by FAR allowed in the Future Land Use Map Designation:

X .40

Non-residential structure (not including above-grade parking structure) FAR Calculation:
(described in Policy 1-2.1.2, Comprehensive Plan: 2020)

a). Sum of Gross Floor Area (square feet) all existing and proposed structures: 0
(The gross floor area shall not include public parking structures or portions of parking structures dedicated to the public and shall adhere to Chapter 1 of the Comprehensive Plan: 2020 definition and Article 3, Sec. 3.00.00 "Gross Floor Area" of the Destin Land Development Code.)

b). Divide result of item "a" above by the gross site area (square feet):

0

Compliance:

FAR allowed in the Future Land Use Map Designation:

0.4

FAR proposed for this project (Insert figure from item "b"):

0

The proposed project FAR (x is , ___ is not) in compliance.

Formula for above-grade parking structures:

Square footage of the subject parcel: (_____ acre(s) x 43,560 sq. ft.)

n/a

Multiplied by 0.50 bonus FAR allowed in ONLY NHMU, SHMU,
and TCMU Future Land Use Map Designations:

n/a

Maximum above-grade parking structure square footage allowed:

n/a

Above-grade parking structure FAR Calculation (described in Policy 1-2.1.2, Comprehensive Plan: 2020):

a). Sum of Gross Floor Area (square feet):
(all existing and proposed above-grade parking structures)

n/a

b). Divide result of item "a" above by the gross site area (square feet):

n/a

Compliance for above-grade parking structures:

FAR allowed in the NHMU, SHMU, and TCMU Future Land Use Map Designations: n/a

FAR proposed for this project (Insert figure from item "b"):

n/a

The proposed project FAR (x is , ___ is not) in compliance.

E. Minor Subdivision (as defined in LDC Article 3):

Not Applicable with this proposed development: x

Applicable: ___ (see below & requires Minor Subdivision Application)

Total Number of Lots Proposed:

n/a

Minimum Lot Area Proposed:

n/a

Minimum Lot Width Proposed:

n/a

Minimum Lot Depth Proposed:

n/a

F. Airport Protection

FAA Permit Required: NO Permit Attached:

Does the Proposed Project Lie within the Airport Noise Zone: Yes No X

If yes, requires disclosure statement and increased construction standards. For residential projects, requires a disclosure statement on the mylar of subdivision and at time of sale (Article III, Airport Zoning Regulations, Section 212-155 of Land Development Code).

Does the Proposed Project Lie within Airport Clear Zone: Yes No X

Does the Proposed Project Lie within Airport Expansion Area: Yes No X

If Yes, attach statement from Okaloosa County of Airport Authority of "approval" or "no objection" to encroachment within the proposed expansion area.

Construction Crane Registration Form Required: NO Approved Form Attached:

G. Comprehensive Plan Compliance: Including, but not limited to the following:

Concurrency Evaluation Certificates: **Refer to and complete item No. 14 under Section 4 below for compliance.**

Does the Proposed Development Site Include the following (Insert "Yes" or "No" in every blank and include those with a "Yes" on the Plans):

yes Multimodal District and Design Initiatives

no Within Harbor CRA District:

yes Within Town Center CRA District

no 100-Year Flood Plains

no Waterfront Property

no Conservation Areas

no Seaward of (Within) a V-Zone

yes Environmentally Sensitive Area

no Seaward of the CCCL

no Historic Landmarks

no Protected Dunes

no In a Historic District

no Protected/Unique Vegetation

no Archeological Sites

no Seaward of Shoreline Protection Zone

no Habitat of Threatened Species

yes Preserved Trees (24" d.b.h. and over)

no Habitat of Endangered Species

yes Protected Trees (12" d.b.h. and over)

no Within 200 Feet of a Potable Water Well

If in a Flood Zone, give Minimum Base Flood Elevation Required: n/a Provided: n/a

IV. SUBMITTAL REQUIREMENTS

- A. Completed Application – All applicable areas of the application shall be filled in and submitted to the Community Development Department Planning Division at the City of Destin Annex, 4100 Indian Bayou Trail, Destin, Florida 32541.
- B. Agent Affidavit (if applicable) – Required if the applicant is other than the property owner.
- C. Application Fee: **\$2,500.00 – Minor/Major Development**

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

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

- D. Proof of Ownership – A copy of the last recorded deed of the property. Owner on deed must correspond to “Current Owner” identified on page 1.
- E. Concurrency Evaluation Certificates (CEC’s) – The following must be provided:
1. Solid Waste
 2. Sanitary Sewer (must submit completed questionnaire to DWU)
 3. Potable Water (must submit completed questionnaire to DWU)
 4. Traffic plus analysis (**3 sets signed and sealed**)
 5. Stormwater Management plus calculations (**2 sets signed and sealed**)
 6. DWU Service Questionnaire

The applicant is responsible for returning each CEC to the Community Development Department, completed, approved and signed.

- F. Approval from Okaloosa County Airport Authority (if applicable) - This applies to projects that lie within airport expansion area as defined in Article 7, Section 7.15.00 of the Land Development Code.
- G. Plans Requirements (LDC Section 2.18.02) – Including, but not limited to the following:
1. Cover Sheet
 2. Boundary Survey, which includes the following:
 - ✓ Signed and Sealed by Registered Surveyor
 - ✓ No older than one year unless Engineer of Record certifies site has NOT changed
 - ✓ Existing Conditions of site, which includes trees over 12” in diameter at breast height
 - ✓ Delineated Topography
 3. Demolition Plan (if applicable)
 4. Site Plan
 5. Drainage Plan – Calculations must be signed & sealed by a Registered Florida Engineer and meet the requirements of Destin Code of Ordinances, Sections 6-346 and 6-352.
 6. Utility Plan
 7. Landscape Plan and Supporting Plans
 8. Outdoor Lighting Plan

9. Detail Sheets
10. Architectural Elevations with height shown (North, South, East, and West)
11. General Architectural Floor Plans (all floors) with gross floor area calculated

H. Other Required Plans

1. Construction Vehicle Parking Mitigation Plan (LDC Section 7.01.02.E)
For non-residential and multi-family residential construction
2. Dust Control Plan (LDC Section 11.10.03)
3. Vibration Impact Mitigation Plan (LDC Section 7.02.03)

- I. Checklists** – The following checklists are extremely useful to the design professional in complying with City of Destin development regulations.
The inclusion of them with the submittal package is optional.

1. Checklist A – Site Plan Requirement
2. Checklist B – Stormwater Management
3. Checklist C – Landscape Plan
4. Checklist D – Dust Control Plan
5. Checklist E – Vibration Impact Mitigation Plan
6. Checklist F – Outdoor Lighting Plan

- J. Emergency Contact Posting Requirements** (LDC Section 7.01.02.B)

V. SUBMITTAL PACKAGE QUANTITIES:

- A. **FOUR (4) COMPLETE** paper packages, including **ALL** items in section IV. above.
- B. **ONE (1) COMPLETE** electronic package of PDF files on a portable storage device.
(CD, DVD, USB Flash Drive or Dropbox link)

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

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

APPLICANT:

SIGNATURE: _____

DATE: 3-23-18

PRINTED NAME: _____

Jamie Eubanks
Application – Tier 1 Developments –
7 of 8

Jamie Eubanks - Agent for Applicant & Land Owner
3/29/18

**AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS, THAT I, Vintage Destin, LLC (c/o Ross Bradley)
am presently the owner and/or leaseholder at 00-2S-22-0000-00213-0000

and desiring to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents
do make, constitute and appoint Jenkins Engineering, Inc.

whose address is 1234 Airport Road, Suite 126 Destin FL 32541, County of Okaloosa, State of Florida,

my Attorney-in-Fact to act as follows, GIVING AND GRANTING unto said attorney full power to act as my
agent in any and all matters pertaining to: Development Applications

FURTHER, I do authorize the aforesaid Attorney-in-Fact to perform all necessary acts in the execution of the
aforesaid authorization with the same validity as I could effect if personally present. Any act or thing lawfully
done hereunder by the said attorney shall be binding on myself and my heirs, legal and personal representative,
and assigns.

PROVIDED; however, that any and all transactions conducted hereunder for me or for my account shall be
transacted in my name, and that all endorsements and instruments executed by the said attorney for the purpose of
caring out the foregoing powers shall contain my name, followed by that of my said attorney and the designation
"Attorney-in-Fact."

OWNER

Signature

Printed Name

STATE OF Tennessee

COUNTY OF Rutherford

The foregoing instrument was acknowledged before me this 23rd day of March, 20 18,

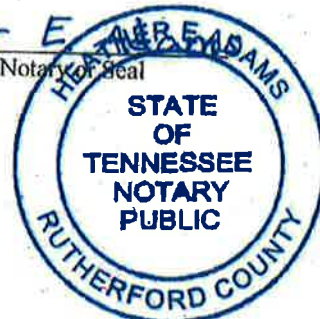
by Tim Keach
(name of person acknowledging)

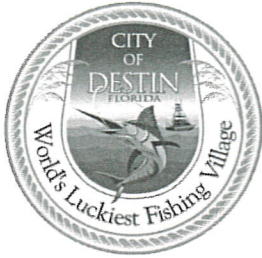
Signature of Notary

Printed Name of Notary

Personally known ☒ OR Produced Identification _____

Type of Identification Produced _____





City of Destin

Community Development Department

Planning Division

City of Destin Annex
4100 Indian Bayou Trail
Destin, Florida 32541

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

www.cityofdestin.com/index.aspx?nid=91

MAJOR SUBDIVISION APPLICATION *FINAL*

____ - ____ - MS
(project number assigned by planning staff)

Major Subdivision is a subdivision in which all or a majority of lots front on future public or private rights-of-way and which includes the dedication of the land to the City or homeowners association. (e.g. right-of-way, park, drainage retention areas, parking area, access easements, etc.)

Name of Proposed Subdivision: *VINTAGE DESTIN*
(THIS NAME SHALL BE CONSISTENT ON ALL SUBMITTED PLANS & DOCUMENTS)

1. CONTACT INFORMATION:

- A. **Owner(s):** 98 Palms LTD, c/o Newton, Oldacre, McDonald
Mailing Address: PO Box 680176 Prattville, AL 36068
Business Phone: 615.269.2448 Cell: 615.269.2448
Email: mmcdonald@oldacremcdonald.com
- B. **Authorized Agent** (if applicable): Vintage Destin, LLC
Mailing Address: 1610 South Church Street, Murfreesboro, TN 37541
Business Phone: 615.796-4514 Cell: 615-796-4514
Email: rbradley@tdkconstruction.com
- C. **Engineer:** Jamie Eubanks, P.E. @ Jenkins Engineering Inc.
Mailing Address: 1234 Airport Road, Suite 126, Destin, FL 32541
Business Phone: 850.837.2448 Cell: 850.865.6511
Email: jamie@jeicivil.com

D. Surveyor: Allen Tucker P.S.M., Gustin, Cothorn & Tucker, Inc.

Mailing Address: 121 Hart Street, Niceville, FL 32578

Business Phone: 850.678.5141

Cell: 850.865.2286

Email: atucker@gct-survmap.com

2. PROPERTY TO BE SUBDIVIDED:

Parcel ID (s): 00-2S-0000-0213-0000, _____

Lot: _____ Block: _____ Plat Book: _____ Page Number: _____

Subdivision: _____

3. PROJECT INFORMATION:

A. General Information:

1) Future Land Use Map Designation(s) of the Property: Town Center Mixed Use

2) Zoning District(s) of the Property: Town Center Mixed Use

3) Type of Project / Proposed Land Use of the Property: Multi-family Residential

4) Total Acreage and Square Footage of the Property: 18.1 ac./ 788,436.6, more or less

5) Existing or Proposed Special Exceptions, Variances, Administrative Appeals, etc.:

N/A

6) Total Number of Lots Proposed:

4

7) Minimum Lot Area Proposed:

8) Minimum Lot Width Proposed:

9) Minimum Lot Depth Proposed:

B. Comprehensive Plan Compliance: Including, but not limited to the following:

Does the Proposed Development Site Include the following (Insert "Yes" or "No" in every blank and include those with a "Yes" on the Plans):

<u>yes</u> Multimodal District and Design Initiatives	
<u>no</u> Within Harbor CRA District:	<u>yes</u> Within Town Center CRA District
<u>no</u> 100-Year Flood Plains	<u>no</u> Waterfront Property
<u>no</u> Conservation Areas	<u>no</u> Seaward of (Within) a V-Zone
<u>yes</u> Environmentally Sensitive Area	<u>no</u> Seaward of the CCCL
<u>no</u> Historic Landmarks	<u>no</u> Protected Dunes
<u>no</u> In a Historic District	<u>no</u> Protected/Unique Vegetation
<u>no</u> Archeological Sites	<u>no</u> Seaward of Shoreline Protection Zone
<u>no</u> Habitat of Threatened Species	<u>yes</u> Preserved Trees (24" d.b.h. and over)
<u>no</u> Habitat of Endangered Species	<u>yes</u> Protected Trees (12" d.b.h. and over)
<u>no</u> Within 200 Feet of a Potable Water Well	

If in a Flood Zone, give Minimum Base Flood Elevation Required: ____ Provided: ____

4. SUBMITTAL REQUIREMENTS:

A. ____ **Completed application** - All applicable areas of the application shall be filled in and submitted to the Community Development Department Planning Division at the City of Destin Annex, 4100 Indian Bayou Trail, Destin, Florida 32541.

B. ____ **Application Fees** (FY 2017 Schedule of Fees, Resolution 17-05, adopted 02/22/17, effective 02/23/17)

- 1) **\$3,000.00 Major Subdivision**
- 2) **\$2,500.00 Planned Unit Development**
- 3) **\$300.00 per Easement**

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

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

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

D. ____ **Agent Affidavit** (if applicable) - Required if the applicant is other than the property owner.

E. Concurrency Evaluation Certificates (CEC's) - The following must be provided:

- 1). X Stormwater Management, plus 2 sets of signed, sealed and dated calculations.
- 2). X DWU Service Questionnaire

The applicant is responsible for returning each CEC to the Community Development Department, completed, approved and signed.

F. Plan Requirements (LDC Section 2.18.02): Including, but not limited to, the following:

- 1) X Cover Sheet
- 2) X Boundary Survey, which includes the following:
 - a) Signed, sealed and dated by Surveyor registered in the State of Florida.
 - b) No older than six months unless Engineer of Record certifies site has NOT changed.
 - c) Existing conditions of site, which includes trees over 12" in diameter at breast height.
 - d) Delineated Topography.
- 3) Demolition Plan (if applicable)
- 4) X Site Plan
- 5) X Subdivision Plat (paper copy)
- 6) X Grading and Drainage Plan – Calculations must be signed & sealed by a Registered Florida Engineer and meet the requirements of Destin Code of Ordinances, Sections 6-346 and 6-352.
- 7) X Utility Plan
- 8) Landscape Plan and Supporting Plans (if applicable)
- 9) Street Lighting Plan
- 10) X Detail Sheets

G. Checklist. The following checklists are extremely useful to design professional in complying with the City of Destin development regulations. The inclusion of them with the submittal package is **optional**.

- 1) Checklist A – Site Plan Requirements
- 2) Checklist B – Stormwater Management
- 3) Checklist C – Landscape Plan

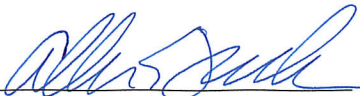
5. SUBMITTAL PACKAGE QUANTITIES:

- A. **THREE (3) COMPLETE** paper packages, including ALL items in section 4 above.
- B. **ONE (1) COMPLETE** electronic package of PDF files on a storage device.
(Flash Drive, Disk or e-mailed Dropbox link)

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

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

APPLICANT: JENKINS ENG, INC. / VINTAGE DESTIN

SIGNATURE:  **DATE:** DEC 18, 2018

PRINTED NAME: ALLEN E TUCKER / FOR JEI

**AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS, THAT I, Vintage Destin, LLC (c/o Ross Bradley)
am presently the owner and/or leaseholder at 00-2S-22-0000-00213-0000

and desiring to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents
do make, constitute and appoint Jenkins Engineering, Inc.

whose address is 1234 Airport Road, Suite 126 Destin FL 32541, County of Okaloosa, State of Florida,

my Attorney-in-Fact to act as follows, GIVING AND GRANTING unto said attorney full power to act as my
agent in any and all matters pertaining to: Development Applications

FURTHER, I do authorize the aforesaid Attorney-in-Fact to perform all necessary acts in the execution of the
aforesaid authorization with the same validity as I could effect if personally present. Any act or thing lawfully
done hereunder by the said attorney shall be binding on myself and my heirs, legal and personal representative,
and assigns.

PROVIDED; however, that any and all transactions conducted hereunder for me or for my account shall be
transacted in my name, and that all endorsements and instruments executed by the said attorney for the purpose of
caring out the foregoing powers shall contain my name, followed by that of my said attorney and the designation
"Attorney-in-Fact."

OWNER

[Signature]
Signature

Tim Keach
Printed Name

STATE OF Tennessee

COUNTY OF Rutherford

The foregoing instrument was acknowledged before me this 23rd day of March, 20 18,

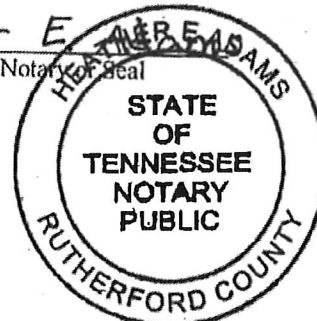
by Tim Keach
(name of person acknowledging)

Heather E. Adams
Signature of Notary

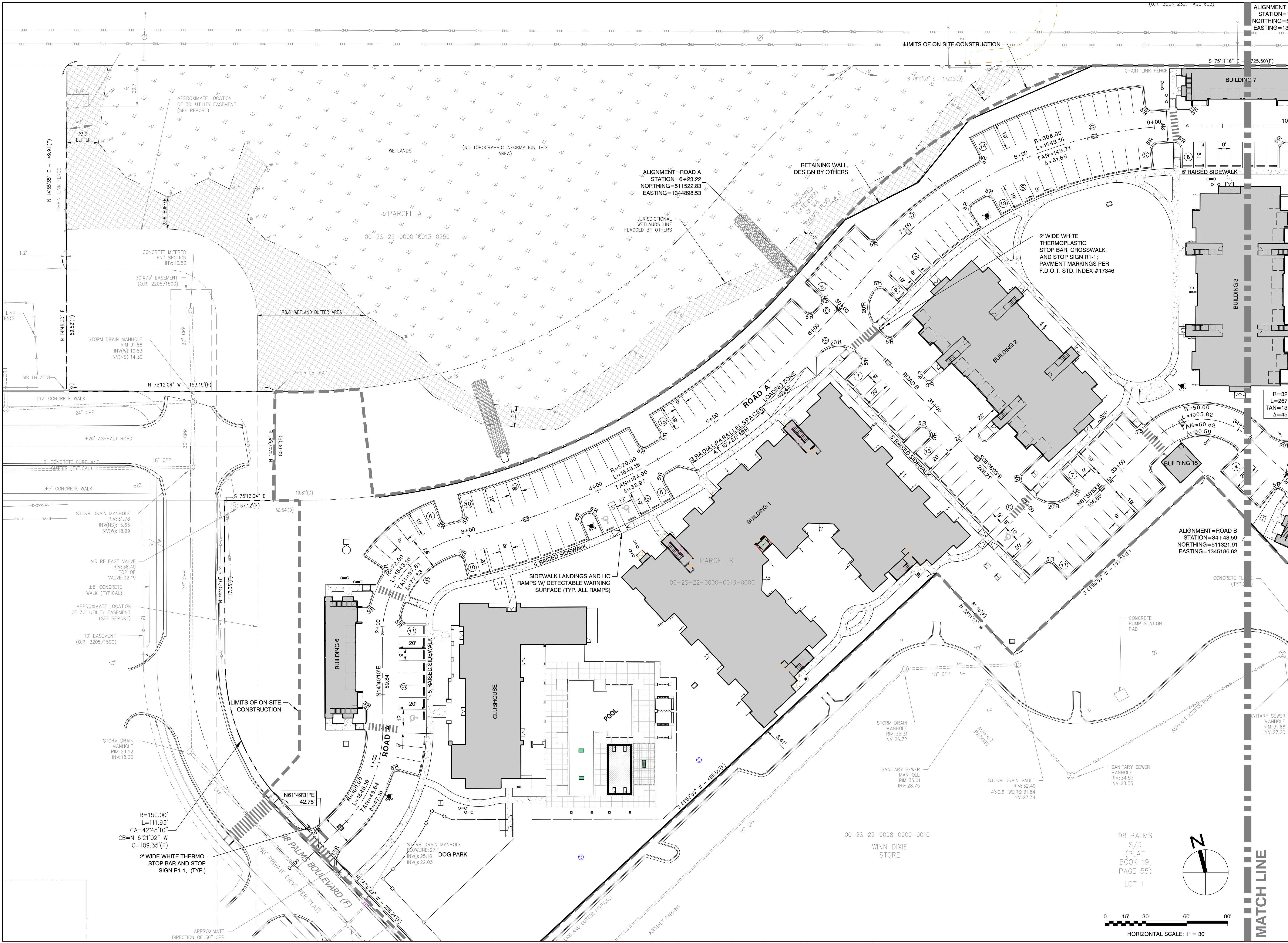
Heather E. Adams
Printed Name of Notary

Personally known ☒ OR Produced Identification _____

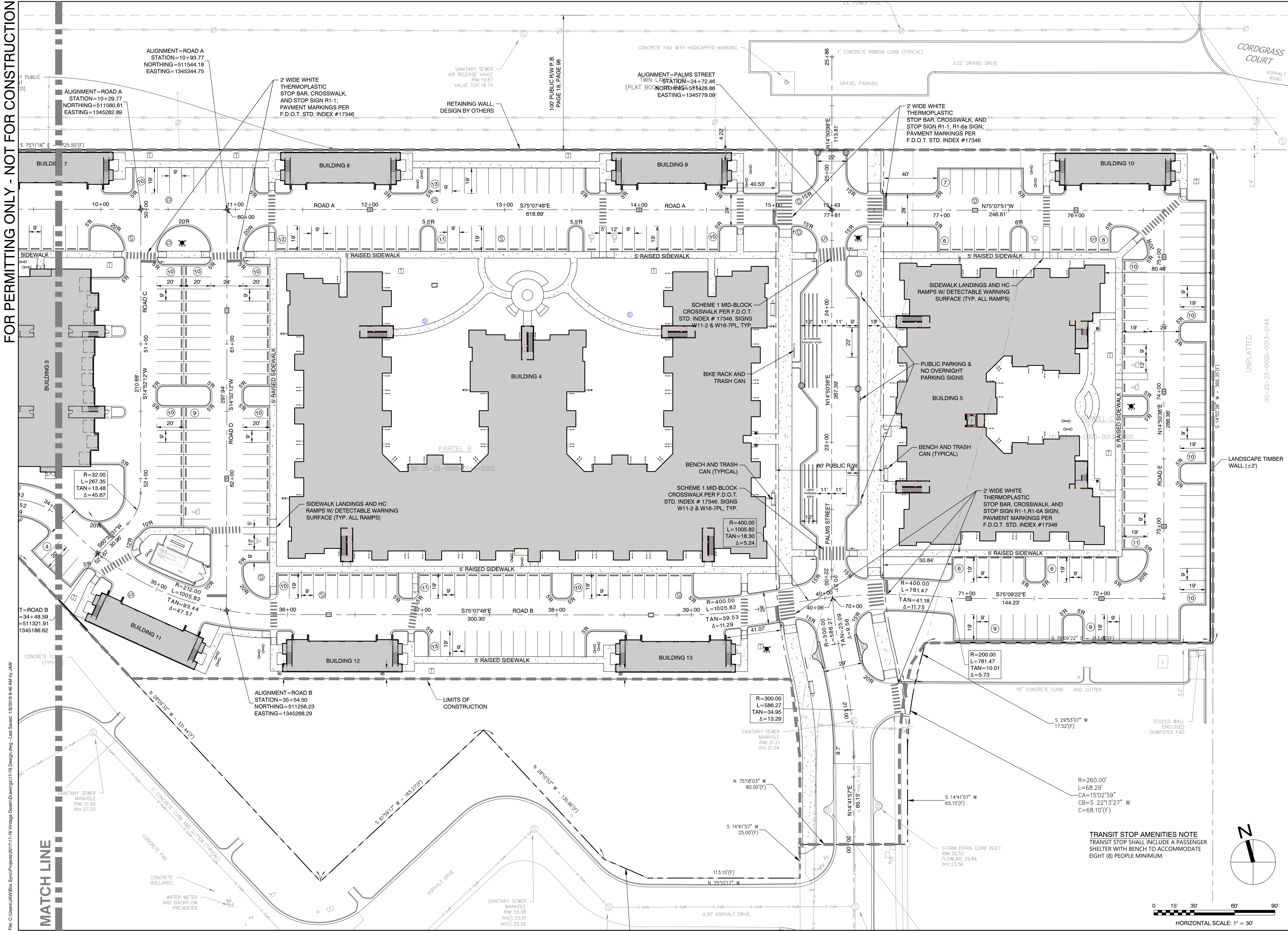
Type of Identification Produced _____

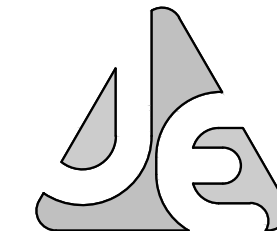


File: C:\Users\JAW\Box Sync\Projects\2017\17-76 Vintage Destin\Drawings\17-76 Design.dwg - Last Saved: 1/9/2019 9:46 AM by JAW

[illegible]

FOR PERMITTING ONLY - NOT FOR CONSTRUCTION





JENKINS ENGINEERING, INC.
121 HART STREET
1234 AIRPORT ROAD, SUITE 126
DESTIN, FL 32576
PHONE: 850.637.1411
FAX: 850.729.2460

JAMIE STEWART EUBANKS
FLORIDA PROFESSIONAL ENGINEER
No. 71438
STATE OF FLORIDA

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

REV	DATE	DESCRIPTION
1	07/24/18	REVISIONS PER TRC COMMENT LETTER DATED 04/20/18
2	08/28/18	REVISIONS PER DESTIN WATER USERS REVIEW COMMENTS
3	01/08/19	REVISIONS PER CITY OF DESTIN COMMENTS

VINTAGE DESTIN, LLC.

VINTAGE DESTIN
CITY OF DESTIN, FLORIDA

SITE PLAN II
NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 17-76
DATE: 03-2018
DESIGNED: JSE/JAW
DRAWN: MPF/JAW

BAR IS ONE INCH ON ORIGINAL
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
07 OF 30

SHEET NUMBER
C07

File: C:\Users\JAW\Box Sync\Projects\2017\17-76 Vintage Destin Drawings\17-76 Design\dwg - Last Saved: 18/2019 9:46 AM by JAW

THIS DRAWING IS THE PROPERTY OF JENKINS ENGINEERING, INC. AND IS NOT TO BE REPRODUCED WITHOUT EXPRESSED WRITTEN CONSENT

**TRAFFIC IMPACT ANALYSIS
Vintage Destin
Revision**

**98 Palms Boulevard east of Main Street
Destin, Florida**

Prepared for:
Scott Jenkins, P.E.
Jenkins Engineering, Inc.
1234 Airport Road
Suite 126
Destin, FL 32541
(850) 837-2448

Submitted by:



Joe Poole, P.E.
2943 Golden Eagle Drive
Tallahassee, FL 32312
(850) 449-0807

FL License No.: 00007809



Joe P. Poole, P.E.
FL Professional Engineer No. 42038
October 29, 2018

I. Introduction:

A proposed development consisting of 282 apartment units is planned on 98 Palms Boulevard east of Main Street in Destin, Florida. The complex would consist of 3 floors. The property Parcel ID number is 00-2S-22-0000-0013-0000. The project location is in the Old Destin Multi-Modal Transportation District (MMTD). The purpose of this study is to determine the impact of the proposed development would have on the surrounding transportation network.

II. Trip Generation and Distribution:

ITE Trip Generation Manual (10th Edition) was used to determine the PM peak hour project trips to be generated by the proposed development. Since the apartment complex would have 3 floors, ITE Trip Generation Manual (10th Edition) considers it mid-rise multifamily housing, so ITE Land Use Code 221 (Multifamily Housing (Mid-Rise)) was used for the apartments. The total estimated new PM peak hour trip calculations for the proposed development are shown in the following table:

PM Peak Hour Trip Generation					
ITE Code	# of Dwelling Units or 1,000 square feet	Equation or Rate	Total Trips	Enter	Exit
221	282	$\text{Ln}(T) = 0.96 \text{ Ln}(X) - 0.63$	120	73 (61%)	47 (39%)
Total			120	73	47

No pass-by trips were used in this analysis.

An Area of Influence was determined based on LDC, Section 6.05.02:

The project area of influence shall include all major transportation facilities (urban collectors and arterials), as identified in the comprehensive plan, where project traffic is equivalent to five percent of the new trips generated by that project. This determination will be based on the trip generation, distribution and assignment methodology described above in section 6.05.01.

Project trips were distributed along impacted segments to a point where project traffic is equivalent to five percent (5%) of new trips generated by the proposed development. Distribution is based on the existing traffic volume directional split. Five percent (5%) of the total new trips generated would equal six (6) trips. A trip distribution diagram is provided in the **Appendix**.

III. Traffic Impact Analysis:

The project is located within the Old Destin Multi-Modal Transportation District (MMTD) and was evaluated with the US 98 Capacity Using RAC Inter-local Agreement/Unified



Transportation Concurrency Methodology. Data obtained from the latest MMTD Capacity Table was used in the evaluation (**See Appendix**). The project would impact the several segments and links included in the City Transportation Concurrency Systems. Table 1 shows the segment capacity evaluation and is provided in the **Appendix**.

IV. Conclusion:

Results show sufficient capacity is available on all impacted segments to handle the project trips to be generated by the proposed development.

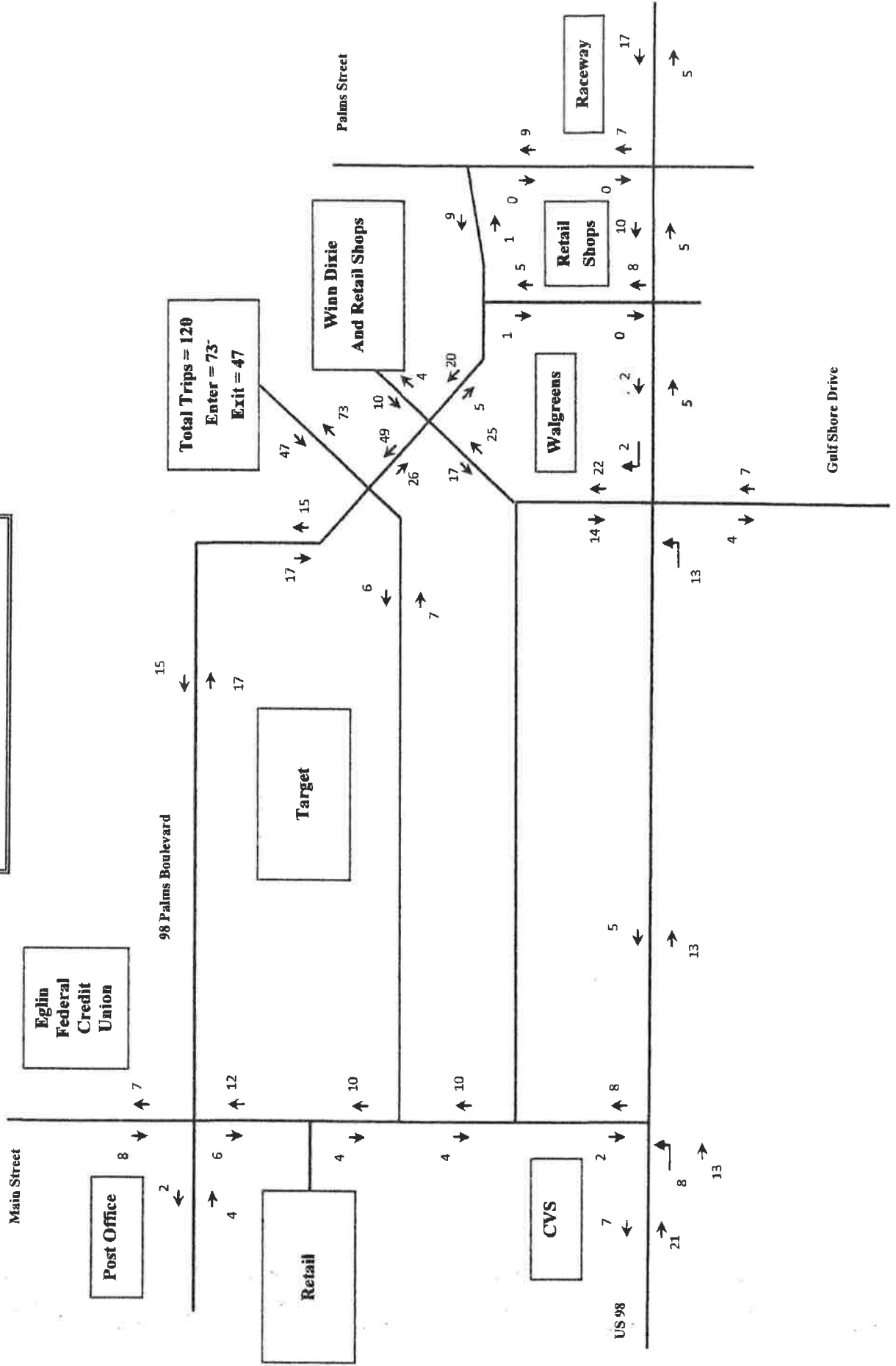
APPENDIX

PM Peak Hour Trip Distribution

Vintage Destin

Page 1 of 2

February 21, 2018

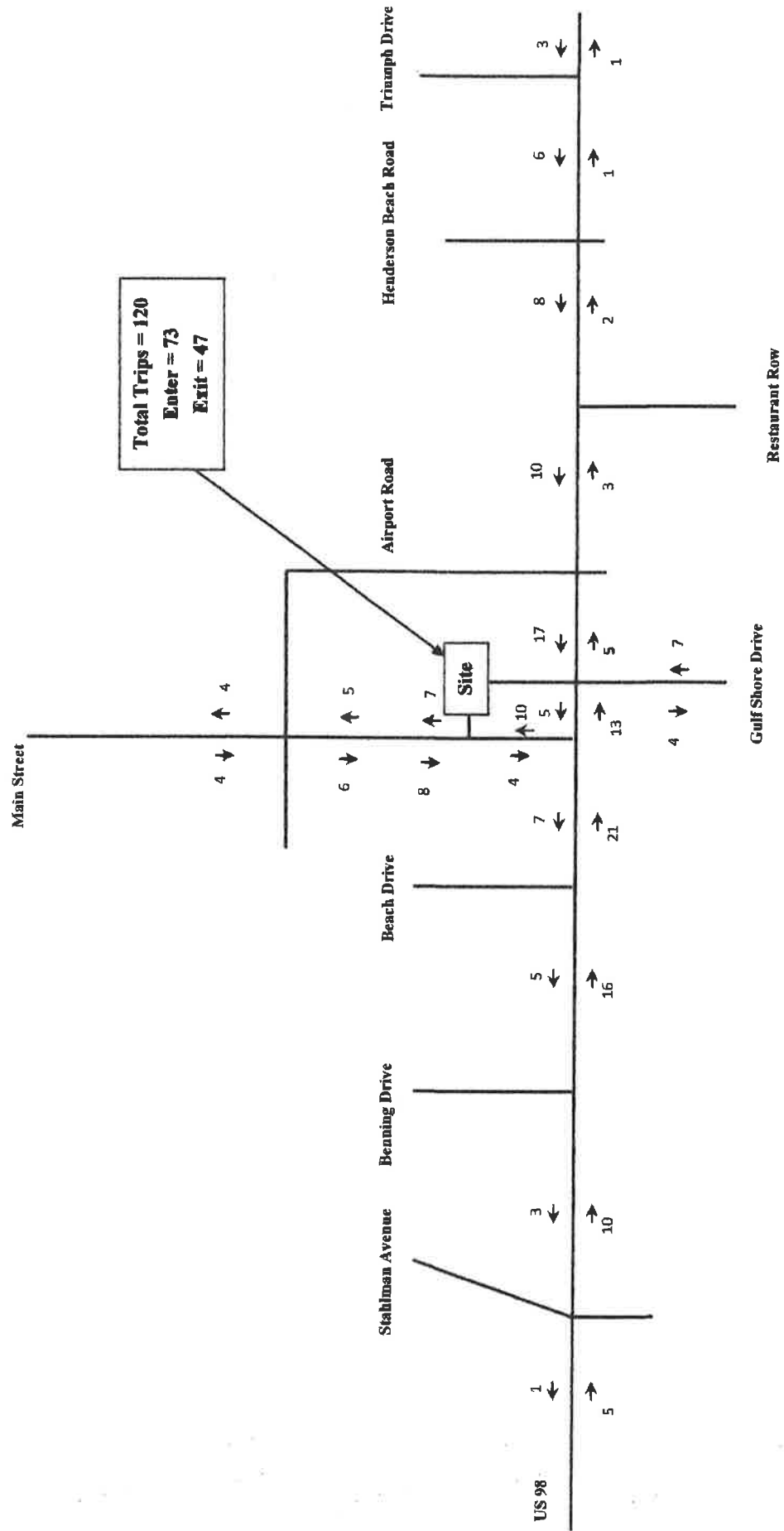


PM Peak Hour Trip Distribution

Vintage Destin

Page 2 of 2

February 21, 2018



US 98 Capacity Using RAC Interlocal Agreement /
Unified Transportation Concurrency Methodology

Multimodal Transportation District Capacity Table - US Highway 98

Destin Segment	U.S. Highway 98 East Links		Max Bi-directional Link Volume ¹	115% Max Bi-directional Link Volume ³	Existing Background Bi-directional Volume ²	Committed City Trips	Committed County Trips	Existing Background Volume Plus Committed Trips	Remaining Capacity Less Committed Trips	Tentative Project Trips	Remaining Capacity Less Committed & Tentative Trips
	From	To									
A	East Pass Bridge	Stahlman Avenue	4,816	5,538	2,944	112	-	3,056	2,482	-	2,482
	Stahlman Avenue	Benning Drive	5,033	5,768	2,842	132	-	2,974	2,814	-	2,814
	Benning Drive	Beach Drive	4,238	4,874	2,995	152	-	3,147	1,726	-	1,726
	Beach Drive	Main Street	4,608	5,299	3,055	201	-	3,256	2,044	-	2,044
	Main Street	Gulf Shore Drive	4,654	5,352	3,411	165	-	3,576	1,776	-	1,776
B	Gulf Shore Drive	Airport Road	4,834	5,559	3,241	226	-	3,467	2,092	-	2,092
	Airport Road	Scenic Highway 98	5,023	5,776	3,087	137	-	3,224	2,553	-	2,553
C	Scenic Highway 98	Henderson Bch. Blvd.	4,433	5,098	3,370	157	469	3,996	1,102	-	1,102
	Henderson Bch. Blvd.	Triumph Drive	5,802	6,672	3,354	132	492	3,978	2,894	-	2,894
	Triumph Drive	Matthew Blvd.	5,595	6,434	3,529	154	530	4,213	2,222	-	2,222
	Matthew Blvd.	Danny Wuerfel Way	6,168	7,093	3,519	142	650	4,311	2,782	-	2,782
	Danny Wuerfel Way	Crystal Beach Drive	6,292	7,236	3,704	103	693	4,500	2,736	-	2,736
	Crystal Beach Drive	Regatta Bay Blvd.	5,814	6,686	3,837	51	237	4,125	2,561	-	2,561
	Regatta Bay Blvd.	Tequesta Drive	4,335	4,985	3,619	28	232	3,879	1,107	-	1,107
	Tequesta Drive	Walton County Line	4,624	5,318	3,389	15	218	3,622	1,595	-	1,595
	Walton County Line										

¹ Maximum link volume based on UTCMS Interlocal Agreement methodology.

² Based on traffic data collected July 2016

³ The intent of the 115% threshold is to serve as a basis for demonstrating that the LOS will be maintained by providing appropriate multimodal mitigation measures. This is a monitoring point for the City, DEO and DOT, not a higher available capacity.

2/20/2018

US 98 Capacity Using RAC Interlocal Agreement /
Unified Transportation Concurrency Methodology

Multimodal Transportation District Capacity Table - Collector Roadways

Urban Collector Roadways	Bi-directional Capacity at Adopted LOS (D)	Existing Background Bi-directional Volume ²	Remaining Capacity	Committed City Trips	Committed County Trips	Existing Plus Committed Trips	Remaining Capacity Less City Committed Trips	Tentative City Trips	Remaining Capacity Less City Tentative Trips
Airport Road between US Hwy 98 and Commons Drive	2,920	524	2,396	50	0	574	2,346	0	2,346
Airport Road between Commons Drive and Main Street	2,920	1,709	1,211	83	0	1,792	1,128	0	1,128
Azalea Drive between Stahlman Avenue and Benning Drive	931	404	527	10	0	414	517	0	517
Beach Drive between US Hwy 98 and Kelly Street	998	289	708	64	0	353	644	0	644
Benning Drive between US Hwy 98 and Kelly Street	998	267	730	28	0	295	702	0	702
Calhoun Avenue between US Hwy 98 and Kelly Street	931	257	674	62	0	319	612	0	612
Commons Drive between Airport Road and Indian Bayou Trail	1,330	1,185	145	27	0	1,212	118	0	118
Commons Drive between Indian Bayou Trail and Diamond Cove*	1,330	1,248	82	38	112	1,398	-68	0	-68
Commons Drive between Diamond Cove and Henderson Beach Rd	1,330	1,348	-18	37	112	1,497	-167	0	-167
Commons Drive between Henderson Beach Road and Triumph Drive	1,397	1,357	39	129	112	1,598	-202	0	-202
Commons Drive between Triumph Drive and Kelly Plantation Drive	1,397	1,240	157	73	112	1,425	-28	0	-28
Commons Drive between Kelly Plantation Drive and Matthew Boule	1,330	1,047	283	69	142	1,258	72	0	72
Crystal Beach Drive between Scenic Hwy 98 and US Hwy 98	1,264	499	765	97	0	596	668	0	668
Gulf Shore Drive between US Hwy 98 and Curve	2,628	888	1,740	91	0	979	1,649	0	1,649
Henderson Beach Road between US Hwy 98 and Commons Drive*	1,330	686	644	57	0	743	587	0	587
Hutchinson Street between US Hwy 98 and Scenic Hwy 98	1,330	915	415	40	0	955	375	0	375
Indian Bayou Trail between Commons Drive and Country Club Drive	931	184	747	5	0	189	742	0	742
Indian Bayou Trail between US Hwy 98 and Commons Drive	998	555	442	4	0	559	438	0	438
Kelly Street between Calhoun Avenue and Main Street	931	695	236	67	0	762	169	0	169
Legion Drive between Benning Drive and Beach Drive	931	338	593	23	0	361	570	0	570
Legion Drive between Beach Drive and Main Street	1,264	1,308	-44	39	0	1,347	-83	0	-83
Main Street between US Hwy 98 and 98 Palms Blvd.	2,774	762	2,012	97	0	859	1,915	0	1,915
Main Street between 98 Palms Blvd. and Airport Road	2,774	1,169	1,605	0	0	1,169	1,605	0	1,605
Main Street between Airport Road and Kelly Street	1,264	970	294	52	0	1,022	242	0	242
Matthew Boulevard between Scenic Hwy 98 and US Hwy 98	1,264	559	704	159	0	718	545	0	545
Mountain Drive between Stahlman Avenue and Benning Drive	931	595	336	7	0	602	329	0	329
Mountain Drive between Benning Drive and Beach Drive	931	638	293	0	0	638	293	0	293
Regatta Bay Boulevard between Scenic Hwy 98 and US Hwy 98	1,264	272	991	9	0	281	982	0	982
Restaurant Row between US Hwy 98 and Emerald Coast Parkway	931	174	757	56	0	230	701	0	701
Scenic Hwy 98 between and Restaurant Row and US Highway 98	1,264	740	523	89	0	829	434	0	434
Scenic Hwy 98 between Matthew Boulevard and Walton County Line	1,330	914	416	6	0	920	410	0	410
Sibert Avenue between Calhoun Avenue and Kelly Street	931	283	648	0	0	283	648	0	648
Stahlman Avenue between US Hwy 98 and Kelly Street	998	668	330	40	0	708	290	0	290

* Not a City of Destin maintained road. Maintained by Okaloosa County.

2/20/2018

CITY OF DESTIN
CONCURRENCY EVALUATION CERTIFICATION
MULTI-MODAL TRANSPORTATION DISTRICT - OLD DESTIN SUB-AREA (TIER 1)

The following certificate, in conjunction with a trip generation and distribution analysis, must be completed in full and certified by the following:

- Any Professional Consulting Firm employing methodology approved by the Florida Department of Transportation and the City of Destin.

This section is to be completed in full by the project representative (i.e. Engineer/Consultant of record).
 If more space is needed to complete, please attach separate sheet with additional information.

Project Name: Vintage Destin Project Location: 98 Palms Boulevard Parcel ID#: 00-2S-22-0000-0013-0000
 Project Representative(s) Name: Joe Poole Phone and e-mail: 850-449-0807/jpoole@southerntrafficservices.com
 City of Destin public road(s) with direct access to project: Road "A": 98 Palms Boulevard Road "B": _____

REMINDER: The types of uses and number of units, if applicable, contained in the trip generation and distribution analysis must match the information contained in the development order application and accompanying site plan.

Project trips on adjacent roads must be distributed out from the project site on all adjacent roads, including U.S. Highway 98, until they reach 5 % of total trips generated. Additionally, you must fill out trip distribution table below and attach a map depicting the trips generated and in which direction they are headed.

Trip Generation Impact Analysis Reporting Form						
Link	Description of Link	Remaining Capacity Less Committed City Trips		Tentative Project Trips		Remaining Capacity Less Committed & Tentative Trips
Segment A		Eastbound / Northbound	Westbound / Southbound	Eastbound / Northbound	Westbound / Southbound	Eastbound / Northbound / Southbound
1-2	Between East Pass Bridge and Stahlman Ave.	2482		5	1	2476
2-3	Between Stahlman Ave. and Benning Dr.	2814		10	3	2801
3-4	Between Benning Dr. and Beach Dr.	1726		16	5	1705
4-5	Between Beach Dr. and Main St.	2044		21	8	2015
5-6	Between Main St. and Gulf Shore Dr.	1776		13	5	1758
Segment B						
1-2	Between Gulf Shore Dr. and Airport Rd.	2092		5	17	2070
2-3	Between Airport Rd. and Scenic Hwy. 98	2553		3	10	2540
Segment C						
1-2	Between Scenic Hwy. 98 and Henderson Beach Dr.	1102		2	8	1092
2-3	Between Henderson Beach Dr. and Triumph Dr.	2694		1	6	2687

3-4	Between Triumph Dr. and Matthew Blvd.	2222		1	3	2218	
4-5	Between Matthew Blvd. and Danny Wuertfel Way	2782		0	0	2782	
5-6	Between Danny Wuertfel Way & Crystal Beach Dr.	2736		0	0	2736	
6-7	Between Crystal Beach Dr. and Regatta Bay Blvd.	2561		0	0	2561	
7-8	Between Regatta Bay Blvd. and Tequesta Dr.	1107		0	0	1107	
8-9	Between Tequesta Dr. and Walton Co. Line	1695		0	0	1695	
Airport Rd. A	Between US Hwy. 98 and Indian Bayou Tr.	2346		0	0	2346	
Airport Rd. B	Between Indian Bayou Tr. and Main St.	1128		1	2	1125	
Azalea Dr.	Between Stahlman Ave. and Benning Dr.	517		0	0	517	
Beach Dr.	Between US Hwy. 98 and Kelly St.	644		2	2	640	
Benning Dr.	Between US Hwy. 98 and Kelly St.	702		2	2	698	
Calhoun Ave.	Between US Hwy. 98 and Kelly St.	612		0	0	612	
Commons Dr. A	Between Airport Rd. and Indian Bayou Trail	118		0	0	118	
Commons Dr. B	Between Indian Bayou Trail and Diamond Cove	-68		0	0	-68	
Commons Dr. C	Between Diamond Cove and Henderson Beach Rd.	-167		0	0	-167	
Commons Dr. D	Between Henderson Beach Rd. and Triumph Dr.	-202		0	0	-202	
Commons Dr. E	Between Triumph Dr. and Kelly Plantation Dr.	-28		0	0	-28	
Commons Dr. F	Between Kelly Plantation Dr. and Matthew Blvd.	72		0	0	72	
Crystal Beach Dr.	Between US Hwy. 98 and Scenic Hwy 98 East	668		0	0	668	
Gulf Shore Dr.	Between US Hwy. 98 and the Curve	1649		7	4	1638	
Henderson Beh Rd.	Between US Hwy. 98 and Commons Dr.	587		2	2	583	
Hutchinson St.	Between US Hwy. 98 and Scenic Hwy. 98	375		0	0	375	
Indian Bayou Tr. A	Between US Hwy. 98 and Commons Dr.	438		0	0	438	
Indian Bayou Tr. B	Between Commons Dr. and Country Club Dr	742		0	0	742	
Kelly St.	Between Stahlman Ave and Main St.	169		4	4	161	
Legion Dr. A	Between Benning Dr. and Beach Dr.	361		0	0	361	
Legion Dr. B	Between Beach Dr. and Main St.	-83		0	0	-83	
Main St. A	Between US Hwy. 98 and 98 Palms Blvd.	1915		10	4	1901	
Main St. B	Between 98 Palms Blvd and Airport Rd.	1605		7	8	1590	
Main St. C	Between Airport Rd. and Kelly St.	242		4	4	234	
Matthew Blvd.	Between Scenic Hwy. 98 and US Hwy. 98	545		0	0	545	
Mountain Dr. A	Between Stahlman Ave. and Benning Dr.	329		0	0	329	
Mountain Dr. B	Between Benning Dr. and Beach Dr.	293		0	0	293	
Regatta Bay Blvd.	Between US Hwy. 98 and Scenic Hwy. 98	982		0	0	982	
Scenic Hwy 98 West	Between US Hwy. 98 and Restaurant Row	434		1	2	431	
Scenic Hwy 98 East A	Between Matthew Blvd. and Dolphin St.	410		0	0	410	
Scenic Hwy 98 East B	Between Dolphin St. and Walton Co. Line	410		0	0	410	
Sibert Ave.	Between Calhoun Ave. and Kelly St.	648		0	0	648	
Stallman Ave.	Between US Hwy. 98 and Kelly St.	290		0	0	298	

AN INDUSTRY LEADING MULTIFAMILY DEVELOPER & BUILDER



Vintage Station North is Nashville's first transit-oriented development and will feature a combination of 220 apartments and town homes



SOUTHEAST | SOUTHWEST



TDK has completed over 10,000 units at a valuation of more than \$1.2 billion



VINTAGE GATEWAY
MURFREESBORO, TENNESSEE
255 UNITS
UNDER CONSTRUCTION

EXPERIENCE & EXPERTISE

TDK is a privately held three-generation development and construction company with headquarters in Murfreesboro, Tennessee. Founded in Robards, Kentucky in 1959 by Dorris Keach, TDK began as a construction company with a focus on building schools in western Kentucky and southern Indiana. Dorris and his son, Tim, completed more than 100 federal and state projects before evolving their focus to multifamily housing construction.

In 2004, Tim transformed TDK into a multifamily development company completing projects throughout the Southeast and Southwest.

With all senior leadership having more than a decade of experience at TDK developing multifamily housing, TDK is able to complete projects on time and on budget.

THE COMFORT OF EXECUTION

TDK is able to mitigate the risk for their partners and is one of the few companies in the industry to bring a fully integrated approach to development by serving as the developer, general contractor, and asset manager. This umbrella of services has led to a record of successful completion of projects. Because most of its assets are held internally, TDK properties are designed with an attention to detail to be competitive for the long term.

From sourcing the capital to final certificate of occupancy, TDK delivers first-class properties that are setting a new standard in the industry.

VINTAGE AT THE AVENUE



MURFREESBORO, TENNESSEE • 203 UNITS
COMPLETED 2018

MARBLE ALLEY LOFTS



KNOXVILLE, TENNESSEE • 248 UNITS
COMPLETED 2016

1400 CHESTNUT



CHATTANOOGA, TENNESSEE • 200 UNITS
COMPLETED 2018

THE VININGS OF HURSTBOURNE



LOUISVILLE, KENTUCKY • 159 UNITS
COMPLETED 2017

VINTAGE WINTER PARK



ORLANDO, FLORIDA • 332 UNITS
TO BE COMPLETED 2019

SENIOR LEADERSHIP



TIM KEACH
Chairman and CEO

While in high school, Tim began working as a concrete finisher for his father, Dorris, who founded Keach Construction Company. After graduating from Middle Tennessee State University, Tim returned to his father's company in Robards, Kentucky in 1973 as a tradesman and supervisor.

For 25 years, TDK built more than 100 schools and municipal buildings for federal, state, and local governments. Tim's vision to transition TDK to a development platform has led to constructing more than 10,000 apartment units with \$1.1 billion in value.

Tim currently oversees the implementation of TDK's strategic plan, the development of new projects, and client relationships.

Passionate and dedicated to his alma mater, Tim serves on the Middle Tennessee State University Foundation Board.



KENT AYER
President

Kent joined TDK in 2005 as Vice President and General Counsel. In 2011, he became President and leads TDK's day to day operations. Kent manages the firm's construction and development companies with a focus on capital and debt sourcing and structuring.

Kent has overseen the construction and development of more than 8,500 apartment units and sourced \$1 billion in capital. In addition to oversight of both the Construction and Development divisions, he handles all bonding, insurance, and legal matters for TDK.

Kent is a member of the Indiana State Bar, holds a Juris Doctor and MBA from the University of Louisville as well as a BBA in Finance from Middle Tennessee State University. He was a 4-year letterman and captain on the Middle Tennessee State University basketball team and serves on the Foundation Board.



JOHN KEACH
Vice President of Operations

John manages the day to day operations of the construction division for TDK where he is responsible for developing the construction schedule, managing the maintenance equipment, budgeting for the contract's scope of work, and coordinating the project through closeout.

Before John entered college at Middle Tennessee State University, he had worked construction on sites in Tennessee, Texas, and Alabama. As TDK evolved from a construction company to development and asset ownership, John served multiple roles in the company and has been involved in the development of more than 8,000 multifamily units.

John also serves as the pilot for TDK which allows himself and other leadership to regularly visit projects across the markets they serve in the Southeast and Southwest.

DELIVERING SOON



DALLAS, TEXAS • SUMMER 2019



LOUISVILLE, KENTUCKY • FALL 2019



AMELIA ISLAND, FLORIDA • SUMMER 2019



TDK Building • 1610 S. Church Street • Murfreesboro, Tennessee 37130
tdkconstruction.com

**TECHNICAL REVIEW COMMITTEE REPORT
VINTAGE DESTIN
MAJOR DEVELOPMENT ORDER (18-20-SP)
AND
MAJOR SUBDIVISION (18-36-MS)**

Applicant: Vintage Destin, LLC
Location: 117 Palms Street
Request: 282 unit multifamily development and plat
Parcel Size: 18.1 acres, more or less.
Future Land Use: Town Center Mixed Use (TCMU)
Zoning District: Town Center Mixed Use (TCMU)
Density: 15.58 DU/AC Provided (24 DU/AC Allowed)
Intensity: Not applicable
Application Date: March 29, 2018
Approved Site Plan Date: January 29, 2019

DISCUSSION/FINDINGS

Vintage Destin, LLC is requesting Major Development Order and Major Subdivision final plat approval. The project consists of constructing a 282 multifamily development with the associated infrastructure, including proposed public rights-of-way. The subject site contains 18.1 acres and is located at 117 Palms Street.

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

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 project is consistent with the Comprehensive Plan and the Land Development Code (LDC).

LAND USE

Long-term multifamily residential is an allowable use in both the TCMU future land use designation and zoning district.

DENSITY

Maximum allowed: 24 dwelling units per acre
Provided: 15.58 dwelling units per acre

HEIGHT

Maximum allowed: 50'4 stories
Provided: 31-4.5" above the average grade of the subject property/3 stories

PITCHED ROOF

Minimum required: 60
Provided: 60.3%

FLOOR AREA RATIO

Not applicable

SETBACKS

Front maximum allowed: 20 feet
Front provided: 62.6 feet – Variance granted BOA Final Order 18-17 VA

Side minimum allowed: 0 feet
Side provided: 3.4 feet

Rear minimum allowed: 0 feet
Rear allowed: 3.7 feet

OPEN SPACE

Minimum required: 25%
Provided: 46%

PLATTING

The project is proposing a major subdivision to be processed simultaneously with a major development order. The applicant is requesting final plat approval and has met all submittal, infrastructure, and surety requirements.

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:

Traffic: The project meets the transportation concurrency per Comp Plan Policy 12-4.1.8.

Stormwater Management: The City's Stormwater Manager signed the CEC on February 12, 2019.

AIRPORT PROTECTION

As proposed, this project is not affected by nor affects the Destin – Ft. Walton Beach 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 project is within the Multimodal Transportation District (MMTD) and meets the development standards detailed in the Land Development Code 8.09.03. The transportation analysis, dated October 9, 2018, indicates the proposed development is estimated to generate 120 new PM peak hour vehicle trips. The analysis will be used to assist the City in determining the overall success of the MMTD in accordance with State requirements as outlined in Comprehensive Plan Policy 12-4.1.8.

RIGHT-OF-WAY DEDICATION

The project includes right-of-way dedication consistent with the Transportation Corridor

Management Plan Map The dedications include portions of the East-West Section 1 secondary alignment, 98 Palms Boulevard and North-South Section 1, Palms Street.

INGRESS/EGRESS

Access to the western portions of the property is provided by a 24-foot-wide, two-way drive from the existing southern alignment of 98 Palms Boulevard. Access to the eastern portions of the property is provided by four 24-foot wide, two-way drives from the future extension of Palms Street.

PEDESTRIAN NETWORK

The project provides a complete pedestrian network as required in LDC 8.09.03.A(6). External sidewalks are provided along all rights-of-way including the existing private southern alignment of 98 Palms Boulevard and the proposed Palm Street extension. A continuous on-site internal sidewalk is provided throughout the development.

PARKING:

Required maximum/minimum vehicle parking spaces:	556/445
Provided vehicle parking spaces:	493
Required minimum bicycle parking spaces:	56
Provided bicycle parking spaces:	67
Required minimum handicap parking spaces:	9
Provided handicap parking spaces:	10

UTILITIES:

All utilities are required to be underground.

STORMWATER:

The City Engineer approved the stormwater plan in a memo dated January 29, 2019.

REFUSE COLLECTION:

A trash compactor and enclosure is provided on-site.

WHITE SANDS ZONE

The proposed project is not located within a White Sands Zone.

LANDSCAPING

Front perimeter/common boundary:	Exempt per LDC 12.04.04.B
Interior parking landscape:	Minimum requirements met
Buffer zone:	Exempt per LDC 12.04.04.D
Preservation and restoration:	
Acres of development:	14.9
Reforestation trees required:	149
Preserved trees:	-82 tree credits (22 preserved trees)
Required additional trees:	67

Required parking trees: 83
Total required trees: 150
Total trees provided:303

SIGNS

All signs must comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

STATE/FEDERAL PERMITS REQUIRED BEFORE ISSUANCE OF BUILDING PERMIT:

1. A Florida Department of Environmental Protection general notice permit (for stormwater) has been issued for this site and is on file.

IMPACT FEES:

Final impact fee amounts will be determinant upon the gross floor area of the overall development land uses and whether exemption or credits are applicable and reevaluated at the time a Certificate of Occupancy is requested. The impact fees for the proposed project are estimated to be:

LAND USE	UNITS	PARK	LIBRARY	POLICE	TRANS.	TOTAL
Residential, 500—749 sq. ft., per dwelling unit	47	\$235.00	\$78.00	\$11.00	\$724.00	
Residential, 750—999 sq. ft., per dwelling unit	84	\$279.00	\$93.00	\$13.00	\$855.00	
Residential, 1,000—1,499 sq. ft., per dwelling unit	151	\$335.00	\$112.00	\$16.00	\$1,016.00	
Totals	282	\$85,066.00	\$28,390.00	\$4,025.00	\$259,264.00	\$376,745.00

OTHER FEES: Not applicable.

COMMENTS:

Per Community Development Department:

1. **Prior to the issuance of a Clearing Permit**, a clearing plan must be submitted and approved by the Community Development Department.
2. **Prior to the issuance of a Certificate of Occupancy**, all required parking and related landscaping shall be installed, inspected, and approved by the Engineering and

Community Development Departments.

3. If the applicant proposes outdoor lighting in the future, an outdoor lighting plan must be submitted to the Office of Community Development for review and approval.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019**TYPE OF AGENDA ITEM:** Public Hearing**TO:** City Council**THRU:** Lance Johnson, City Manager
Bragg Farmer, Finance Director
Kyle Bauman, City Attorney**FROM:** Tim Pietenpol, Deputy Public Services Director**DATE:** January 30, 2019**SUBJECT:** First reading of Ordinance 18-24-CN - Acquisition of 607 Sandalwood for the Cross-Town Connector

I. BACKGROUND: The Beach Drive to Benning Drive road project is the last unconnected leg of the City's Crosstown Connector, an east-west corridor intended to relieve traffic congestion on U.S. Highway 98. There are several properties located within the project area that will require purchase by the City, both complete and partial acquisitions. In an effort to begin the acquisition process, the City Council authorized \$538,412 in the FY17 budget, enough money for purchase price, relocation fees and acquisition fees to acquire three units. The FY18 budget contained an additional \$375,000 for land acquisition. The current year budget reflects the previous budgeted amounts and currently there is a total of \$679,280 available in the FY19 budget for property acquisitions.

At its regular meeting November 6, 2017, Council approved a contract amendment with Atkins of North America in the amount of \$55,714.17 that provided for property acquisition assistance to allow the City to purchase six townhouse units within a single building which represents a significant step in the completion of right-of-way acquisition for the project.

II. DISCUSSION: Atkins' consultant, Ms. Marsha Hayes, has been working to acquire the townhouse units. She has secured a Purchase Agreement for unit at 607 Sandalwood Drive, and presented it for approval by the City. A copy of that signed Agreement is included as Attachment "1." Pursuant to Section 3.12(b) of the City Charter, an Ordinance is required for "conveyance or lease of any lands of the city." A copy of the proposed Ordinance 18-24-CN, is included as Attachment "2." The title commitment is attached as Attachment "3." If approved by City Council, the revised Agreement will be fully executed, and staff will proceed to close with a General Warranty Deed, survey, title policy and other

such declarations as are typical for real estate closing.

A. Link to Strategic Goals / Objectives: 2.B. Cross-Town Connector (US 98 Alternative) Direction, Funding ROW Acquisition.

B. Effect on Budget (EOB): The City had allocated a total \$913,412 in the FY17 and FY18 budgets for right-of-way acquisition, with \$679,280 remaining in the FY19 budget.

C. Level of Service (LOS): There will be an increase in the level of service for the City of Destin transportation system.

III. CONCLUSION: This represents another important step in the acquisition of residential townhomes for the Cross-Town Connector. The amount of the Purchase Agreement does not exceed the appraised value, and staff recommends approval for the acquisition by Council.

IV. RECOMMENDED MOTION: “I move that the City Council approve Ordinance 18-24-CN on First Reading and direct staff to bring it back for Second Reading at the next City Council meeting.”

Attachments:

1. 18-24-CN - Purchase of 607 Sandalwood Drive
2. 607 Sandalwood - Executed Offer and Purchase Agreement
3. Fw_ Information for City Council Memo - 601 Sandalwood 607 Sandalwood
4. 2374 title comm
5. RelocationResidentialBrochure

ORDINANCE 18-24-CN

AN ORDINANCE OF THE CITY OF DESTIN OF OKALOOSA COUNTY, FLORIDA, RELATING TO THE PURCHASE OF CERTAIN REAL PROPERTY FOR THE CROSS TOWN CONNECTOR; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDING OF FACT; PROVIDING FOR CITY COUNCIL APPROVAL OF A CONTRACT FOR PURCHASE OF TOWNHOME UNIT, LOCATED AT 607 SANDALWOOD DRIVE, DESTIN, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION II. FINDINGS OF FACT.

WHEREAS, the City Council finds that it will be beneficial to the City and its citizens that the property located at 607 Sandalwood Drive, Destin, Florida, be purchased for the Cross Town Connector; and

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

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

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

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

The West 16.21 feet of the North 100.00 feet and the West 18.00 feet of the South 20.00 feet of Lot 27, Sandalwood Manor Townhomes First Addition, as recorded in Plat Book 6, Page 93, Public Records of Okaloosa County, Florida.

Being further described as Okaloosa County Property Tax ID No 00-2S-22-2167-0000-0270, and 607 Sandalwood Drive, Destin, Florida 32541.

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

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

ADOPTED THIS 19th DAY OF FEBRUARY 2019.

By: _____
Gary Jarvis, Mayor

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

ATTEST:

Rey Bailey, City Clerk

Jeff Burns, City Attorney

First Reading: February 19, 2019
Second Reading: March 4, 2019



CITY OF DESTIN
OFFER AND PURCHASE AGREEMENT

AGENCY: City of Destin
PROJECT: Destin Connector
COUNTY: Okaloosa
PARCEL NO.: 607 Sandalwood

Seller: Milagros T. Golden and Sherry C. Kasper

Buyer: City of Destin

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions.

I. Description of Property

(a) Real property described as: Property Tax ID No. 00-2S-22-2167-0000-0270

(b) Estate being purchased: ☒ Fee Simple
☐ Permanent Easement
☐ Temporary Easement
☐ Leasehold

(c) Buildings, Structures, Fixtures, and Other Improvements: 1,981 SF; 1,184 SF Attached SFR; concrete driveway, wood privacy fence, a wood deck and utility connections – Total Acquisition.

(d) Personal property described as: None.

(e) Outdoor Advertising Structure(s) Permit Number(s): None.

Property owned by others described as: None.

is NOT included in this agreement. A separate offer is being, or has been, made for this property.

II. PURCHASE PRICE

(a) Real Property

Land/Improvements	1. \$	145,000.00
Real Estate Damages	2. \$	0.00
(Severance/Cost-to-Cure)		0.00
Incentive Offer	3. \$	0.00

Total Real Property	4. \$	145,000.00
----------------------------	--------------	-------------------

(b) Total Personal Property	5. \$	0.00
------------------------------------	--------------	-------------

Total Purchase Price (Add lines 4 and 5)	\$	145,000.00
---	-----------	-------------------

(c) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing.	\$	145,000.00
---	----	------------

(d) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession.	\$	0.00
---	----	------

Buyer hereby represents to Seller that this offer is not less than Buyer's estimate of market value.



III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in Section I of this agreement in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in Section I of this agreement by Seller extending beyond the day of closing must be authorized, in writing, by Buyer.
- (e) Seller agrees that the real property described in Section I of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (f) Seller and Buyer agree that this purchase agreement represents the full and final agreement and no agreements or representations, shall be binding on the parties.
- (g) Other:

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance and approval by City of Destin, FL.

V. There are no handwritten or typewritten provisions inserted herein or attached hereto.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

Seller(s)

Milagros T. Golden 9/21/18
Signature Date

Milagros T. Golden
Type or Print Name under signature

Buyer

City of Destin

BY: _____
Signature Date

Sherry C. Kasper 9/21/18
Signature Date

F/K/A Sherry C. Kasper
Type or Print Name under signature

City of Destin Consultant Agent

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted final agency acceptance this _____ day of _____, 2017.

BY: _____
Signature Date

Type or Print Name and Title under signature

This document delivered by

This document received by

Chashe Hay
Certified Mail

9-10-18

9-10-18

Date



SIGNATURE ADDENDUM

SELLER(S):

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Addendum to Purchase Agreement

City of Destin -- Destin Connector Project
607 Sandalwood Drive, Destin, FL

In addition to other consideration with Seller/Property Owners are to receive from Buyer / City of Destin, Seller / Property Owners are also entitled to and shall be paid by Buyer / City of Destin, whatever relocation payments Seller / property Owners are eligible to receive from Buyer / City of Destin. This condition shall survive the closing of the property sale. Specifically, Seller / Property Owners are entitled to up to \$25,000 for reestablishment of another income producing rental property as described in the FDOT Business Relocation Brochure.

fk
ms

From: [Marsha Hayes](#)
To: [Lorraine Berish](#)
Subject: Fw: Information for City Council Memo - 601 Sandalwood; 607 Sandalwood
Date: Wednesday, January 30, 2019 9:52:37 AM
Attachments: [RelocationBusinessBrochure.pdf](#)
[RelocationResidentialBrochure.pdf](#)

Lorraine,

The following are estimated costs that were provided to Steve regarding the referenced properties.

Please let me know if you have any questions or concerns.

Thank you!

Marsha

Marsha Hayes, SR/WA
Hayes Consulting Services, LLC
Post Office Box 796
836 Hayes Lane
Chipley, Florida 32428
(850) 638-5411 - office / (850) 527-1479 - cell
marsha_hayes@yahoo.com
Florida DOT Certified DBE
State of Florida WMBE

----- Forwarded Message -----

From: Marsha Hayes <marsha_hayes@yahoo.com>
To: Steven Schmidt <sschmidt@cityofdestin.com>
Cc: David Campbell <dcampbell@cityofdestin.com>; Gregory S. Allen <g.allen@atkinsglobal.com>
Sent: Tuesday, October 9, 2018 5:01 PM
Subject: Information for City Council Memo - 601 Sandalwood; 607 Sandalwood

Steve,

The following should be considered as estimated costs associated with the closings on the referenced properties for use in preparing your memo to City Council:

601 Sandalwood:

Purchase of Property - \$154,000
*Closing Costs on Purchase - \$5,000
Relocation RHP - \$41,000
*Move Costs - \$5,000
*Closing Costs on Replacement - \$5,000
Total Costs - \$210,000

607 Sandalwood:

Purchase of Property - \$145,000

*Closing Costs on Purchase - \$5,000

Relocation - Land Lord Eligibility (LLE) Reestablishment - up to \$25,000

Relocation - Tenant Rent Supplement - \$24,780

*Relocation - Tenant Move Costs - \$5,000

Total Costs - \$204,780

(*Estimated Costs)

These costs do not include my fee or fees already paid to the appraisers. I would also recommend a contingency for any unforeseen costs associated with the closings.

Attached are the FDOT Residential and Business Relocation Brochures that can be included in your memo.

Please let me know if you need additional information.

Thank you!

Marsha

Marsha Hayes, SR/WA

Hayes Consulting Services, LLC

Post Office Box 796

836 Hayes Lane

Chipley, Florida 32428

(850) 638-5411 - office / (850) 527-1479 - cell

marsha_hayes@yahoo.com

Florida DOT Certified DBE

State of Florida WMBE



WESTCOR
LAND TITLE INSURANCE COMPANY

**AMERICAN LAND TITLE ASSOCIATION Commitment For Title Insurance
(With Florida Modifications)**

**ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY**

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

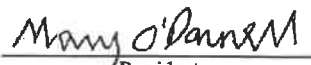
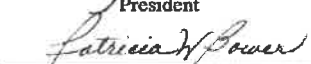
IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:


Vintage Title & Escrow, Inc.

WESTCOR LAND TITLE INSURANCE COMPANY



By: 
President
Attest: 
Secretary

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



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company’s written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company’s liability shall not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

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

- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

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

**WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)**

Transaction Identification Data for reference only:

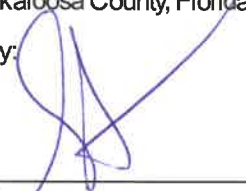
Issuing Agent: Stephanie R Schroeder
Issuing Office: Vintage Title & Escrow, Inc.
ALTA Universal ID: 1067034
Loan ID Number:
Commitment Number: 18-52986
Issuing Office File Number: 18-2374
Property Address: 607 Sandalwood Drive
Destin, Florida 32541

Revision Number:

SCHEDULE A

1. Commitment Date: September 13, 2018 at 8:00 AM
2. Policy or Policies to be issued: Proposed Policy Amount:
 - a. X Owner's Policy () \$ 145,000.00
Proposed Insured: Premium: \$ 800.00
City of Destin
 - b. Loan Policy ()
Proposed Insured: Premium:
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
Milagros T. Golden and Sherry C. Kasper
5. The Land is described as follows:

The West 16.21 feet of the North 100 feet and the West 18.00 feet of the South 20 feet of Lot 27, Sandalwood Manor Townhomes First Addition, according to the plat thereof, as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

Issued By: 

By: _____

Vintage Title & Escrow, Inc.

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

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)**

Schedule A, Continuation Page

The West 16.21 feet of the North 100 feet and the West 18.00 feet of the South 20 feet of Lot 27, Sandalwood Manor Townhomes First Addition, according to the plat thereof, as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

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

**WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)**

**SCHEDULE B-I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records. a. Warranty Deed from Milagros T. Golden and Sherry C. Kasper to City of Destin conveying the land described under Schedule "A". b. NOTE: Spouse of individual(s), if any, to join in the above required instrument(s) OR the document must state that captioned property is not the homestead of the grantor/mortgagor.
6. Pay the agreed amount for the estate or interest to be insured.
7. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
9. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.
10. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
11. Pay the premiums, fees, and charges for the Policy to the Company.
12. Release or Satisfaction of Mortgage executed by Sherry C. Casper, an unmarried woman in favor of Fifth Third Mortgage Company, given to secure the original principal sum of \$60,000.00, dated May 26, 2010 and recorded in Official Records Book 2939, Page 857, and rerecorded in Official records Book 3019, Page 114, of the Public Records of Okaloosa County, Florida.
13. Recordation of proof that Milagros T. Golden, the grantor(s) in that certain deed recorded in Official Records Book 2165, Page 2205, was unmarried at the time of conveyance, or that the property was not the homestead of the said grantor(s).

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

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)**

**SCHEDULE B-II
Exceptions**

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

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

9. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
10. Rights or claims of parties in possession not shown by the Public Records.
11. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoining land.
12. Easements or claims of easements not shown by Public Records.
13. Taxes or special assessments which are not shown as existing liens by the public records.
14. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.
15. NOTE: Real Estate Taxes for the year 2017 were paid in the amount of \$893.14; Assessed Value \$71,187.00; Gross Amount \$930.35; Exemptions: No ; Folio No.: 00-2S-22-2167-0000-0270.
16. NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only:
 1. Quit Claim Deed recorded July 17, 1998 in Official Records Book 2165, Page 2205, of the Public Records of Okaloosa County, Florida.
17. Restrictions, covenants, condition, reservations and easements (deleting therefrom restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), recorded in Official Records Book 1126, Page 1, amended in Official Records Book 1150, Page 1438, of the Public Records of Okaloosa County, Florida.
18. Easement in favor of Gulf Power Company recorded in Official Records Book 1159, Page 1962, of the Public Records of Okaloosa County, Florida.
19. Terms, conditions, and provisions of Oil, Gas and Mineral Reservations, recorded in Official Records Book 952, Page 44, of Public Records of Okaloosa County, Florida.

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

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B-II
(Continued)

20. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page(s) 93, of the Public Records of Okaloosa County, Florida.
21. Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.

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

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





RESIDENTIAL RELOCATION

UNDER THE FLORIDA RELOCATION ASSISTANCE PROGRAM



FLORIDA DEPARTMENT OF TRANSPORTATION
AUGUST 1, 2015

Table of Contents

Relocation is an Entitlement Program.....	5
Affect on other Benefits.....	5
Fair Housing.....	5
Special Needs Assistance.....	6
Decent, Safe and Sanitary Housing.....	6
Eligibility Requirement for Replacement Housing Payment.....	7
Comparable Replacement Housing.....	7
Purchase Additive.....	9
Rent Supplement.....	12
Down Payment Supplement.....	15
Moving Cost Reimbursement.....	16
Appeal Rights.....	22
Department of Transportation Address and Telephone Number.....	23

The Florida Department of Transportation Relocation Assistance Program

The Uniform Relocation Assistance and Real Property Acquisition
Policies

Act of 1970, Public Law 91-646, as amended, for Federal and Federally
Assisted Programs, 23 CFR and 49 CFR, Part 24.

Sections 334.048, 339.09 and 421.55, Florida Statutes

Rule 14-66, Florida Administrative Code

Due to Florida's rapid growth, a modern transportation system is necessary to ensure safe travel. Sometimes a small portion of the state's population is required to move because of these much needed transportation projects.

The Florida Department of Transportation wants to ensure that people receive fair treatment when they are required to move from their homes to accommodate a transportation facility. No person living in Florida is expected to bear an unequal share of the burden for a transportation project designed for the good of everyone.

The Department

“Department” as used in this brochure refers to the Department of Transportation.

Are you a Displaced Person? (Displacee)

A person who has received written notification from the Department informing them they must move from the real property being acquired by the Department is referred to as a “displaced person” or “displacee” and may be eligible for relocation assistance benefits.

Except, in accordance with Public law 105-117, enacted on November 2, 1997, any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such eligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child, as defined in 49 CFR Part 24.208(h).

A Relocation Agent Will Contact You

In the early stages of a project, activities such as the Department’s public meetings or surveyors working in the area may cause speculation, rumors and anxiety about where the transportation facility will be located and who will be affected by it. These activities may take place long before the department even starts acquiring necessary right of way for the project. If you are displaced, an agent representing the Department will meet with you personally to fully explain the relocation program well before you are required to move. The agent will work with and advise you throughout the entire relocation process. You are encouraged to work closely with your relocation agent to ensure maximum receipt of all relocation entitlements.

Advance Notice

All displaced persons will receive at least ninety (90) days advance written notice before being required to move.

Your Relocation is an Entitlement Program

Relocation Assistance is an entitlement program designed to assist persons who are displaced from their homes by a transportation project. Provisions of the program include making comparable replacement housing affordable and reimbursing moving expenses. Your eligibility to receive a replacement housing payment or be reimbursed for your moving expenses is determined by each displacee's need in accordance with the specific State and Federal guidelines. Your relocation benefit is non-negotiable and does not allow a payment for representation by a third party.

Relocation Payments Do Not Affect Other Benefits

If you are presently eligible for social security, welfare, or other certain types of assistance, your relocation payment will not affect those benefits. Also, payments received under the relocation assistance program are not considered as income under the Internal Revenue Code.

Fair Housing

The Department enforces Title VIII of the Civil Rights Act of 1968, and amendments, making discriminatory practices in the purchase and rental of housing illegal if based on race, religion, sex, or national origin.

Special Needs Assistance

If you require special assistance, your relocation agent will make every effort to guide you in securing the services of other organizations, such as the Departments of Children and Family Services, Elder Affairs, Community Affairs, local charitable organizations, housing or loan programs, etc., which are professionally equipped to help you.

Decent, Safe and Sanitary Housing (DS&S Housing)

Before you enter into a contract for purchase or lease of a replacement dwelling, you must request the relocation agent to perform an inspection to determine that the property meets the DS&S requirements. Failure to do so may put your benefits at risk.

A Decent, Safe and Sanitary residence includes the following:

- Adequate space large enough to accommodate the people living with you.
- An adequate and safe electrical system.
- Adequate heating system (capable of sustaining a temperature of approximately 70 degrees)
- A safe, drinkable water supply, with hot and cold water.
- Proper connections to water supply and septic system.
- Stove and refrigerator space and service connections.
- Adequate lighting.
- Safe unobstructed doorways.
- Structure should be properly ventilated and structurally sound.
- Bathtub or shower and a private toilet.

Eligibility Requirements For A Replacement Housing Payment

A Replacement Housing Payment assists displaced persons in obtaining an affordable replacement residence comparable to the housing you are required to move from (displacement residence). It may be in the form of what is called a purchase additive or a rent supplement.

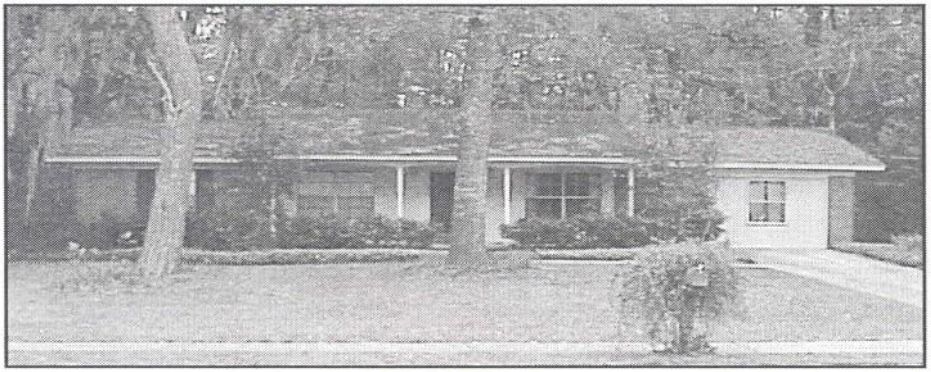
Your length of occupancy, in your current residence (dwelling) determines your eligibility type for a replacement housing payment. The determination is based on the number of days you have occupied the displacement residence prior to the Department presenting its initial offer to purchase. You must also rent or purchase and occupy a replacement dwelling within a twelve month period from specific dates to receive a replacement housing assistance payment. Your agent will determine and explain your qualification.

You are a 90-Day Owner Occupant if you have owned and lived in your dwelling continuously, as your domicile, for at least 90 days (approximately 3 months) before the Department makes its first written offer to acquire your real property. You must also live there on the day the Department makes its first offer to acquire the real property.

You are a 90-Day Occupant if you are a tenant (renter) who has lived in your dwelling continuously, as your domicile, for at least 90 days before the Department makes its first offer to buy the property from the owner. You must also live there on the day the Department makes its first offer to acquire the real property.

Comparable Replacement Housing

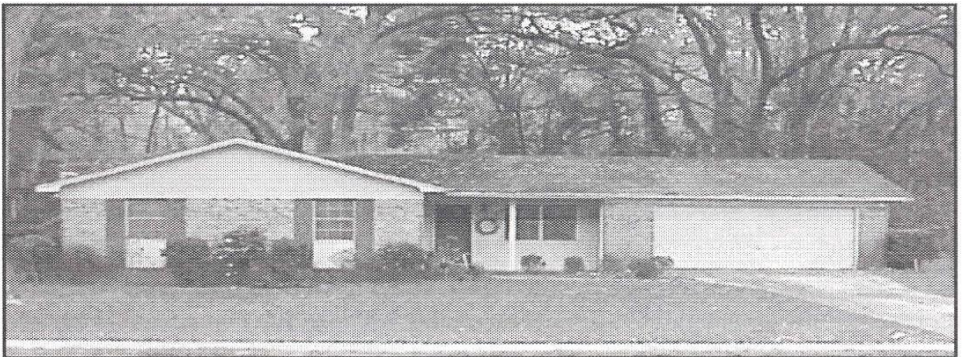
If you are displaced from your residence, the Department must offer comparable replacement housing to you.



SUBJECT DWELLING

A comparable dwelling will have approximately the same amount of living space, the same number of rooms, and be located in a similar neighborhood, if possible.

For Example: If you are presently living in a dwelling that has three bedrooms, two baths, a living room, dining room and a kitchen, with 1200 square feet, a comparable dwelling would have approximately the same number of square feet, and similar rooms.



**REPLACEMENT
DWELLING**

Purchase Additive

Who may qualify? Persons who have owned and occupied the displaced dwelling as their permanent place of residence for a period of at least 90 days prior to the Department making its initial offer to purchase.

Its purpose: The purchase additive assists with the purchase of a replacement dwelling when the current price of an available comparable replacement dwelling (as determined by the Department) is greater than the acquisition amount paid for the purchase of the displacement dwelling. A purchase additive is intended to put people back into a dwelling comparable to the one from which a person is being displaced. Displaced persons have the option to purchase any dwelling they choose as long as it meets decent, safe and sanitary requirements. However, the Department must limit the purchase additive amount to the difference between what the Department paid for your present dwelling and the value of a dwelling the Department selects as most comparable.

Example # 1

The Department locates a house comparable to the one you are presently living in costing \$205,000 The purchase additive is calculated by subtracting the amount the Department pays for your present house; say \$180,000, from the price of the comparable house.

\$205,000	Cost of a comparable replacement property
<u>\$180,000</u>	Less the price Department pays for your present property
\$ 25,000	Maximum purchase additive you are eligible to receive

If you purchase a house costing at least \$205,000 and the Department pays \$180,000 for your present house, you will receive a \$25,000 purchase additive.

What if I buy a more expensive dwelling than the Department's selected comparable dwelling?

The amount of the purchase additive will not change if you purchase a more expensive dwelling.

Example # 2

If you buy a \$215,000 house, instead of the \$205,000 comparable, costing an additional \$10,000, you will be responsible for the additional costs. You will still receive the amount calculated between your present property and the \$205,000 comparable property selected by the Department.

\$215,000	The price of a replacement house you choose
<u>\$205,000</u>	Cost of a comparable house
\$ 10,000	Additional cost displacee must pay

The purchase additive based on the number one comparable does not change.
(Using example # 1, the \$25,000 purchase additive would not change).

What if I buy a dwelling that costs less than the Department’s selected comparable?

You will receive a purchase additive calculated on the actual price you pay for the replacement dwelling, less the amount paid for your present dwelling.

Example # 3

If you buy a replacement house for \$188,000, after deducting the \$180,000 the Department pays for your present house, your purchase additive will be \$8,000.

\$188,000	Purchase price for your actual replacement house
<u>\$180,000</u>	Less the amount the Department paid for your present house
\$ 8,000	Purchase additive you are eligible to receive

What happens if the amount of the Department’s initial offer for the displaced persons present property increases during a negotiated or legal settlement?

The amount of the purchase additive must be adjusted accordingly.

Example # 4

If the Department pays you \$191,000 for your property, instead of the initial offer of \$180,000 the purchase additive must be adjusted.

\$205,000	Price for the comparable replacement property
<u>\$191,000</u>	Actual price the Department paid for your present property
\$ 14,000	Adjusted purchase additive eligibility

The purchase additive, as calculated in the first example with the department paying \$180,000 for your present property, will be reduced from a \$25,000 purchase additive to a \$14,000 purchase additive.

What if I have to obtain a new mortgage and current interest rates are higher?

If a mortgage existed on the home being acquired by the Department for at least 180 days prior to the initial offer to purchase being made, the Department will calculate a mortgage interest differential payment. The payment will be based on the lower balance between the old and new mortgage for the lesser remaining term of the old or new mortgage. The payment amount may be used as a new mortgage buy down to keep the monthly payment for principal and interest constant for the term of the new mortgage.

The Department will also reimburse necessary and reasonable closing costs actually incurred in the purchase of a replacement dwelling. These may include expenses customarily paid by a buyer such as preparing a deed, obtaining a mortgage, title insurance, survey, credit report, appraisal, termite inspection, origination fee, documentary stamps not exceeding the cost of the comparable, and an inspection for structural soundness. Closing costs are limited to the lower value of the comparable replacement dwelling selected by the Department or the replacement dwelling actually purchased.

RENT SUPPLEMENT

Who may qualify? Owners and tenants who occupy the acquired dwelling as their permanent place of residence prior to the Department presenting its initial offer to purchase.

Its purpose: To assist displaced persons in relocating to an affordable replacement dwelling comparable to their present dwelling.

A rent supplement is reflective of difference in amounts being paid for rent and average monthly utility costs at the current dwelling compared to the cost of a similar rental dwelling including estimated monthly utility costs and then multiplied over a period of time.

The base monthly rental amount used for the displacement dwelling will be calculated by the following methods and which ever one is less will be used. Using the lesser amount provides the greatest benefit to you.

1.) The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period of time prior to displacement. A fair market rent determination will need to be established by a qualified appraiser for displaced persons who are owner/occupants of the displacement dwelling. For a tenant who paid little or no rent for the displacement dwelling, a fair market rent determination will also be established, unless its use would result in a hardship because of the persons income or other circumstances;

OR

2.) Thirty (30) percent of the displaced person's/families gross monthly household income if the amount is classified as "low income" by the U.S. Department of Housing and Urban Development's Annual Survey of income limits for Public Housing and Section 8 Programs. (The base monthly rental shall be established solely on the criteria in paragraph 1 above, for persons with income exceeding the survey's low income limits, for persons refusing to provide appropriate evidence of income, or persons who are dependents);

OR

3.) The total of the amounts designated for shelter and utilities if the displaced person is receiving a welfare assistance payment from a program that designates the amounts for shelter and utilities.

How is rent supplement calculated?

Say your present rent is \$950.00 and your utility bill averages \$150.00 a month for a total rental payment of \$1100.00. The Department has determined that a decent, safe and sanitary replacement rental, comparable to your present rental, is available for \$1,025.00 a month plus \$150 a month for utilities, a total of \$1,175.00. Say your total Annual Household Income is \$41,000 which is below the HUD Low Income Survey for your area (\$47,250), and 30% of your household monthly income would be \$1,025.00. Therefore the calculation would be:

Example #5 (Using displacee's low income)

Comparable rent and utilities	\$1,175.00
MINUS	
Base Monthly Rental	
<u>Thelesserof:</u>	

- 30% of Household Income if classified as Low Income per HUD Annual Income Survey (\$47,250.00)
Displacee's Annual Household Income = \$41,000.00
\$41,000/12 mo. X 30% =.....**\$1,025.00**

OR

- Monthly Rental of Acquired Dwelling (incl utilities).....**\$1,100.00**

Equals Rent Differential	\$150.00
Multiplied by 42 months	X42
Total rent supplement.....	\$6,300.00

OR

Example #6 (Using fair market rent)

Comparable rent and utilities \$1,250.00
MINUS

Base Monthly Rental

The lesser of:

- Displacee's Annual Household Income \$52,000.00
- 30% of Household Monthly Income (52,000/12 mo. x 30%) \$1,300.00
- Low Income per HUD Annual Income Survey \$47,250.00

OR

Monthly Rental of Acquired Dwelling (inc. Utilities)..... **\$1,100.00**

Equals Rent Differential\$150.00

Multiplied by 42 monthsX42

Maximum Payment..... **\$6,300.00**

What if I decide to rent something more expensive than the comparable?

If you rent a dwelling costing more than the comparable replacement dwelling offered by the Department, you must pay the additional rent and utilities.

The purpose of a rent supplement is to place you back into a replacement dwelling comparable to your present dwelling. Therefore, a replacement dwelling that **exceeds** the cost of a comparable decent, safe and sanitary, cannot be part of the supplement.

Let's say the displaced person actually rents a decent, safe and sanitary replacement dwelling costing \$1,350/mo. for rent and utilities. Instead of the \$150/mo. rent differential shown in example #5, the monthly differential would change to \$325/mo. The displacee would be responsible for an additional \$175/mo. totaling \$7,350 over the 42 month eligibility period.

What if I rent a dwelling that costs less than the comparable dwelling?

You will receive a rent supplement based on the actual difference between the base monthly rent and average utilities established for the displacement dwelling and the actual replacement dwelling occupied.

Example #7

#1 Comparable rent and utilities	\$1,300.00
Your replacement dwelling/utilities total.....	\$1,275.00
Your present rent/utilities are.....	\$ 1,250.00
The monthly rent supplement is.....	\$25.00
Times 42 months.....	X 42
Total rent supplement.....	\$1,050.00

DOWN PAYMENT SUPPLEMENT

Who may Qualify? Tenant and Owner’s who have been in occupancy of the displacement dwelling, prior to the Department presenting its initial offer to purchase the property, and who are determined eligible for a rental assistance payment. **Except;** an owner who has occupied the displacement dwelling for 90 days or more prior to the Department presenting its purchase offer is ineligible for this type payment.

It’s Purpose: A rent supplement may be converted to a down payment to enable a displacee to purchase a replacement dwelling as a method of promoting home ownership.

If the calculated rent supplement is less than \$7,200 the Department has discretion to increase the amount up to \$7,200 as long as the entire amount is used for the down payment and incidental expenses associated with the purchase of a replacement dwelling.

For example, your rent supplement eligibility is \$6,000, and you find a house you would like to purchase for \$100,000.

If you purchase the \$100,000 house, a ten percent (10%) down payment would be \$10,000. In this example your \$6,000 rent supplement may be increased to \$7,200 as long as you apply the entire \$7,200 payment toward the purchase price.

You will be responsible for all expenses over the \$7,200, and must be able to qualify for a mortgage, if necessary. (This means you must show the lending company you have sufficient income to pay your monthly payment for principal, interest, taxes and insurance according to good lending practices).

Before entering into any purchase agreement or contract to purchase a house, mobile home, or lot you are planning to use relocation funds to purchase, you must contact and discuss the planned purchase with your Relocation Agent. The agent must inspect and certify that the property meets Decent, Safe, and Sanitary requirements and ensure the relocation funds are properly allocated.

You must also provide the Department with a copy of the executed purchase contract and closing statement showing the purchase price and incidental closing costs.

MOVING COST REIMBURSEMENT

The Department will reimburse the actual, reasonable and necessary costs incurred to move persons or personal property from property acquired by the Florida Department of Transportation.



With the Department's prior approval, you may receive payment for other related costs, such as transportation to the new location, moving insurance, and storage of personal property.

Displaced persons may choose to utilize a "Commercial Mover" or perform one of two available "Self Move" options. Regardless of which option you choose, be sure to discuss with your relocation agent.

COMMERCIAL MOVER

You may hire a commercial moving company to handle the entire move.

An inventory of all personal property must be taken before the move begins (pre-inventory) and after the move is complete (post-inventory). You must sign the inventory certifying that it is true and correct. Move estimates must be obtained. Based on the complexity of a move the Department will require one or two estimates. In cases where two estimates are obtained, reimbursement will be limited to the amount of the lower one. You may choose a mover other than the one with the lower estimate, but the Department's reimbursement payment will be based on the lower estimate.

Other related costs incurred during your move that were not considered within the estimate may be reimbursed if approved by the Department. You must show proof of these costs by saving all receipts and other documentation to submit when you file a claim with the Department. Also, in this brochure, there is a listing of eligible and ineligible moving expenses for your review. If needed, your agent can explain these to you.

SELF MOVE (FIXED MOVE COST SCHEDULE)

The schedule is a pre-calculated moving expense determination, developed by the Federal Highway Administration, based on the number of rooms of personal property that must be moved. The Department may allow an increase in a room count when a room contains sufficient items to constitute an additional room. A room is defined as a fully enclosed

section (other than a closet or bathroom) on the inside of a structure which is accessible through a doorway. A room can also be an area that is not fully enclosed but being used as a separate and distinct function. For example, in a “great room” that contains a living area and a dining area, each may be counted as a separate room even though no walls separate them.

The reimbursement amount will be based on the number of rooms in your current dwelling.

If you choose the fixed payment you will not be required to prepare inventories, obtain move cost estimates, or provide documentation of expenditures, unless a modification to the room count has been made. Other related costs, such as storage, transportation to the new site, insurance, etc., are not eligible under the fixed payment schedule.

FIXED PAYMENT ALLOWANCE SCHEDULE

If you own the furnishings:

<u>NumberofRooms</u>	<u>AmountofFixedPayment</u>
1.....	\$ 750.00
2.....	\$ 900.00
3.....	\$ 1075.00
4.....	\$1,250.00
5	\$1,400.00
6.....	\$1,550.00
7.....	\$1,600.00
8.....	\$1,850.00
Each Additional Room.....	\$ 300.00

If you do *not* own the furnishings:

<u>NumberofRooms</u>	<u>AmountofFixedPayment</u>
First room.....	\$ 500.00
Each additional room.....	\$ 150.00

OR

SELF MOVE (DOCUMENTING EXPENSES)

You may conduct a move yourself, keeping all receipts, invoices, truck rental expenses, etc., as documentation to file a claim for reimbursement of the actual expenses incurred. If a reimbursement claim is determined to be unreasonable the Department may obtain estimates, based on a pre-move inventory, from licensed qualified movers. The payment for the self-move will be the lesser of the move cost estimate or the documented actual expenses incurred.

Pre-move and post move inventories must be taken and signed by you and the relocation agent.

Note: If the occupants of the residence are not displaced, but there is personal property in the area being acquired that must be moved, the move cost may be reimbursed based only on self documented expenses or either a commercial or Department estimate.

REIMBURSABLE MOVING COSTS

The following move expenses may be reimbursable if they are the actual, reasonable, and necessary moving costs incurred when using a commercial moving company, or performing a self-move based on the actual, documented expenses:

1. Transporting residential displacees to the replacement site, including special transport such as ambulances, based upon actual, reasonable fees charged for such commercial transport;
2. Transporting personal property for a distance of no more than 50 miles; (in special circumstances, the district may approve a move of more than 50 miles)

3. Packing, crating, unpacking, and uncrating of the personal property;
4. Disconnecting, dismantling, removing, reassembling, and reinstalling household appliances and other personal property;
5. Storage of personal property for up to twelve (12) months at the Department's discretion, if immediate occupancy of the replacement site is not possible through no fault of the displaced owner or tenant;
6. Insurance for the replacement value of the property in connection with the move;
7. Replacement value of property that is lost, stolen or damaged in the move through no fault of the owner's when insurance coverage is not available;
8. Actual, reasonable costs of meals and lodging when determined necessary by the Department. For example, when immediate occupancy of the replacement dwelling is not possible;
9. Actual, reasonable costs for reinstallation of a fixture which exists as an integral part of a personal property item, but only if treated in the appraisal as a fixture. For example, wiring for a security system;
10. Other moving related expenses as determined by the Department.

NON-REIMBURSABLE MOVING COSTS

1. Cost of moving structures, improvements, or other real property purchased by the Department, but retained by the displaced person;
2. Interest on loans to cover moving expenses;
3. Personal injury;

4. Any legal fee or other cost for preparing a claim for a relocation payment or for legal representation during a relocation appeal;
5. Expenses for searching for a replacement dwelling;
6. Costs of storage of personal property on real property already owned or leased by the displaced person.
7. Refundable utility and security deposits.

The agent will assist you with additional information, provide advisory services and provide the necessary forms and assistance for you to file a claim. If you are an owner you are allowed up to 18 months from the date that you move or 18 months from the date of the final acquisition payment, to file your claim for moving expenses. However, you are encouraged to submit your claim as soon as possible.

APPEAL RIGHTS

If you do not agree with the eligibility determination or amount of payment that the District Relocation Administrator has determined you are eligible to receive, you may file an appeal.

You must file a written appeal no later than sixty (60) days from the date you receive the written notification your claim has been denied by the District Relocation Administrator. Ask the agent for the appeal form #575-040-25. The appeal should be addressed to:

Florida Department of Transportation
State Relocation Administrator
605 Suwannee Street, Mail Station 22,
Tallahassee, Florida, 32399-0450

If the State Relocation Administrator denies your claim, they will advise you of your right to appeal that decision under Section 120.57, Florida Statutes, to the Clerk of Agency Proceedings. This will result in an administrative hearing or informal proceeding before an impartial hearing officer.



Your Relocation Agent is:_____

Agent's Telephone No.:_____

Address of Florida Department of Transportation District Office:

Name and Phone # of the Florida Department of Transportation District
Relocation Administrator:

Please refer to the following numbers when calling the Department to discuss your
relocation.

W.P.I./Segment No.:_____

Managing District:_____

F.A.P. No.:_____

State Road No.:_____

County:_____

Parcel/Relo. No.:_____

On some projects the Department may contract with a company qualified to represent the
Department and who will assist you in your relocation. On such projects the Company's
name will appear below. Even if your project is under such a contract, you may still
contact the Department of Transportation at the above address and telephone number if
you feel it is necessary.

Name of the Company representing the Department of Transportation

Address of Company

Telephone Number

Notes

Notas

Su agente de reubicación es: _____

Nº telefónico de su agente: _____

Dirección de la Oficina de Distrito del Departamento de Transporte de Florida: _____

Nombre y Nº telefónico del Administrador de Reubicación de Distrito del Departamento de Transporte de Florida:

Por favor utilice los siguientes números al llamar al Departamento para consultar sobre su reubicación.

W.P.I./Segmento Nº: _____

Distrito gobernante: _____

F.A.P. No.: _____

Carretera estatal Nº: _____

Condado: _____

Nº parcela/ Reubicación: _____

Para algunos proyectos el Departamento puede contratar a una empresa calificada para que en representación del Departamento le ayude a usted con la reubicación. En dichos proyectos el nombre de la empresa aparecerá abajo. Incluso si existe un contrato de este tipo para este proyecto, usted todavía podrá dirigirse al Departamento de Transporte a través de la dirección y el teléfono indicados anteriormente, en caso de que usted lo considere necesario.

Nombre de la empresa que representa al Departamento de Transporte

Dirección de la empresa

Nº telefónico

DERECHOS DE APELACIÓN

Si usted no está de acuerdo con los criterios de elegibilidad o con el monto del pago que el Administrador de Reubicación del Distrito ha determinado para su caso, usted tiene derecho a presentar una apelación.

Deberá presentar la apelación por escrito en un lapso máximo de sesenta (60) días contados a partir de la fecha en que usted reciba la notificación por escrito de que su reclamo ha sido negado por el Administrador de Reubicación del Distrito. Solicítele al agente el formulario de apelación No. 575-040-25. Deberá enviar su apelación a la siguiente dirección:

Florida Department of Transportation
State Relocation Administrator
605 Suwannee Street, Mail Station 22,
Tallahassee, Florida, 32399-0450

Si el Administrador de Reubicación Estatal rechaza su reclamo, le informará sobre el derecho que usted tiene de apelar esa decisión ante el secretario de actuaciones de la entidad, de conformidad con la Sección 120.57 de los Estatutos de Florida. Este procedimiento dará lugar a una audiencia administrativa o acción legal informal ante un funcionario imparcial designado para el caso.



4. Honorarios de abogados u otros costos por la preparación de reclamos de pago por reubicación o representación legal durante una apelación de reubicación;
 5. Gastos de búsqueda de una vivienda de reemplazo;
 6. Costos de almacenamiento de bienes personales en inmuebles que la persona desalojada ya posee o tiene alquilados;
 7. Depósitos reembolsables de servicios públicos o de seguridad.
- El agente le suministrará información adicional, servicios de asesoramiento y los formularios y asistencia que usted necesite para presentar su reclamo. Si usted es propietario, se le permitirán hasta 18 meses a partir de la fecha en que se muda o 18 meses a partir de la fecha de pago de adquisición final, para presentar un reclamo por los gastos de mudanza. No obstante, se le recomienda que presente su reclamo lo más pronto posible.

- 1. Costo de mudanza de estructuras, mejoras u otros bienes muebles comprados por el Departamento, pero retenidos por la persona desplazada;
- 2. Intereses sobre préstamos solicitados para cubrir los gastos de mudanza;
- 3. Lesiones personales;

COSTOS DE MUDANZA NO REEMBOLSABLES

- 4. Desconexión, desmontaje, remoción, montaje y reinstalación de aparatos domésticos y otros bienes muebles;
- 5. Almacenamiento de bienes muebles por un máximo de doce (12) meses a criterio del Departamento, si no es posible la ocupación inmediata del sitio de reubicación por motivos ajenos al propietario o arrendatario desplazado;
- 6. El seguro por valor de reposición de bienes relacionado con la mudanza;
- 7. Valor de reposición de bienes que sufran pérdida, robo o daño durante la mudanza por motivos ajenos al propietario cuando no se disponga de cobertura de un seguro;
- 8. Los costos reales razonables de comidas y alojamiento cuando el Departamento los considere necesarios. Por ejemplo, cuando no sea posible la ocupación inmediata de la vivienda de reemplazo;
- 9. Costos reales razonables por la reinstalación de un dispositivo existente como parte integral de un bien mueble, pero sólo si se trata como dispositivo en el avalúo. Por ejemplo, el cableado de un sistema de seguridad;
- 10. Otros gastos de mudanza determinados por el Departamento.

MUDANZA POR CUENTA PROPIA (GASTOS DOCUMENTADOS)

Usted mismo puede hacer su mudanza y guardar todos los comprobantes, facturas, alquiler del vehículo para la mudanza, etc., para usarlos como documentación al presentar el reclamo por el reembolso de los costos reales y razonables de la mudanza realizada por cuenta propia. Si se determina que un reclamo de reembolso no es razonable, el Departamento puede obtener presupuestos, basados en un inventario previo a la mudanza, de firmas de mudanza calificadas con licencia. El pago de la mudanza por cuenta propia será el menor del presupuesto de mudanza o los gastos reales documentados.

Usted deberá hacer inventarios antes y después de la mudanza, los cuales deberán estar firmados por usted y el agente de reubicación.

Nota: Si los ocupantes de la residencia no son desplazados, pero existen bienes muebles en el área desalojada que deban ser trasladados, el costo del traslado podrá ser reembolsado basándose solo en gastos propios debidamente documentados o en un presupuesto comercial o del Departamento.

COSTOS DE MUDANZA REEMBOLSABLES

Los siguientes gastos de mudanza pueden ser reembolsables si son los costos reales razonables y necesarios ocasionados cuando se utiliza una firma comercial o se hace la mudanza por cuenta propia con gastos reales documentados:

1. Transporte de desplazados residenciales al sitio de reubicación, incluido el transporte especial en ambulancia, basado en cargos razonables reales para dicho transporte comercial;

2. Transporte de bienes muebles en una distancia no mayor a 50 millas (en circunstancias especiales, el distrito puede aprobar una mudanza mayor a 50 millas);

3. Empacado, embalaje, desempacado y desembalaje de bienes muebles;

ESTIMADO DE ASIGNACIÓN DE PAGO FIJO

trasladarse. El Departamento puede permitir un aumento en el número de habitaciones cuando una habitación contenga suficientes artículos para constituir una habitación adicional. Una habitación se define como una sección completamente cerrada (que no sea un armario ni un baño) dentro de una estructura a la cual se accede a través de una puerta. Una habitación también puede ser un área que no está completamente cerrada pero que se usa con una función separada y distinta. Por ejemplo, en una “habitación mayor” que contiene un estar y un comedor, cada área puede ser contada como habitación separada aunque no haya paredes que las dividan.

El monto de reembolso se basará en el número de habitaciones de su vivienda actual.

Si usted opta por un pago fijo, no se le exigirá preparar inventarios, obtener presupuestos ni presentar comprobantes de gastos, a menos que se haya modificado el número de habitaciones. Otros costos relacionados, como el almacenamiento, transporte al nuevo inmueble, seguro, etc. no son elegibles según el estimado de pago fijo.

Si usted es dueño del mobiliario:

Número de habitaciones	Monto de pago fijo
1.....	\$ 750.00
2.....	\$ 900.00
3.....	\$ 1075.00
4.....	\$1,250.00
5.....	\$1,400.00
6.....	\$1,550.00
7.....	\$1,600.00
8.....	\$1,850.00
Cada habitación adicional.....	\$ 300.00

Si usted *no* es dueño del mobiliario:

Número de habitaciones	Monto de pago fijo
Primera habitación.....	\$ 500.00
Cada habitación adicional.....	\$ 150.00

Con la aprobación previa del Departamento, usted podría recibir un pago por otros costos, tales como el transporte hasta una nueva ubicación, seguro de mudanza y almacenamiento de bienes muebles.

Las personas desplazadas pueden escoger utilizar una “mudanza comercial” u optar por una de las opciones de “mudanza por cuenta propia”. Cualquiera que sea la opción que escoja, asegúrese de comentarla con su agente de reubicación.

MUDANZA COMERCIAL

Usted puede contratar una firma comercial para que se encargue de toda la mudanza.

Debe hacerse un inventario de todos los bienes personales antes de que comience la mudanza (inventario previo) y después de terminar la mudanza (inventario posterior). Usted debe firmar el inventario para certificar que es fiel y exacto.

Deberá solicitar presupuestos de mudanza. Según la complejidad de la mudanza, el Departamento exigirá uno o dos presupuestos. En los casos en que se obtengan dos presupuestos, el reembolso se limitará al monto del más bajo. Usted no tiene que elegir a la empresa de mudanzas que presente el menor presupuesto, pero el reembolso que le pagará el Departamento se basará en el presupuesto más bajo.

Otros costos relacionados ocasionados por la mudanza que no fueron considerados en el presupuesto pueden ser reembolsados con la aprobación del Departamento. Para ello, usted deberá guardar todas las facturas y demás documentos comprobantes de estos gastos, los cuales presentará al hacer su reclamo ante el Departamento. Asimismo, en este folleto, hay una lista de los gastos elegibles y no elegibles que usted puede consultar. De ser necesario, su agente puede explicarleslos.

MUDANZA POR CUENTA PROPIA (ESTIMADO DE COSTOS FIJOS DE MUDANZA)

El estimado es una determinación precalculada de los gastos de mudanza, elaborada por la Administración Federal de Autopistas, basada en el número de habitaciones de bienes personales que deben

Si el cálculo del suplemento para alquiler es menor a \$7,200, el Departamento tiene potestad de aumentar el monto hasta \$7,200, siempre que todo el monto sea usado para la cuota inicial y gastos incidentales de la compra de una vivienda de reemplazo.

Por ejemplo, su suplemento para alquiler permitido es de \$6,000 y usted encuentra una casa que le gustaría comprar por \$100,000. Si usted compra la casa de \$100,000, una cuota inicial del diez por ciento (10%) equivaldría a \$10,000. En este ejemplo, su suplemento para alquiler de \$6,000 puede aumentar hasta los \$7,200, siempre que todo el pago de \$7,200 sea invertido en el precio de compra.

Usted será responsable de todos los gastos que superen los \$7,200 y debe reunir los requisitos necesarios para obtener una hipoteca. (Esto significa que usted debe demostrarle al acreedor hipotecario que cuenta con suficientes ingresos para cubrir sus cuotas mensuales de pago de capital, intereses, impuestos y seguro de conformidad con buenas prácticas crediticias).

Antes de celebrar cualquier acuerdo o contrato de venta de una casa, casa rodante o terreno en el que usted esté planeando usar los fondos de la reubicación, deberá comunicarse con su agente de reubicación y discutir la compra que tiene planeada. El agente debe inspeccionar y certificar que el inmueble cumpla con los requerimientos de vivienda decente, segura e higiénica y garantizar que los fondos de la reubicación se utilicen correctamente.

Usted también deberá presentarle al Departamento una copia del contrato de compra legalizado y el acta de cierre que muestre el precio de compra y los costos incidentales.

REEMBOLSO DE LOS COSTOS DE MUDANZA

El Departamento reembolsará los costos reales, razonables y necesarios de trasladar a las personas o bienes muebles de un inmueble adquirido por el Departamento de Transporte de Florida.

alquiler y servicios. En vez del diferencial de alquiler de \$ 150/mes mostrado en el ejemplo #5, el diferencial mensual cambiaría a \$325/mes. El desplazado sería responsable de los \$ 175/mes adicionales que totalizan \$7,350 por encima del período elegibilidad de 42 meses.

¿Que pasa si alquilo una vivienda que cueste menos que la vivienda de reemplazo comparable?

Recibirá un suplemento para alquiler basado en la diferencia real entre su alquiler mensual de base y el promedio de servicios establecido para la vivienda desalojada y la vivienda real ocupada.

Ejemplo # 7

#1 Alquiler comparable y servicios	\$1,300.00
Su monto de vivienda de reemplazo y servicios.....	\$1,275.00
Su monto actual por alquiler y servicios	\$ 1,250.00
El suplemento para alquiler mensual es de.....	\$25.00
Multiplicado por 42 meses.....	X 42
Suplemento total para alquiler.....	\$1,050.00

SUPLEMENTO PARA CUOTA INICIAL

¿Quiénes pueden obtener este beneficio? El arrendatario y el

propietario que hayan ocupado la vivienda desalojada, antes de que el Departamento haga su oferta inicial de compra del inmueble, y que sean considerados elegibles para recibir un pago de asistencia para alquiler. **Excepto;** un propietario que haya ocupado la vivienda desalojada por 90 días o más antes de que el Departamento presente su oferta de compra no es elegible para este tipo de pago.

Su propósito: El suplemento para alquiler puede convertirse en una cuota inicial para permitirle a una persona desplazada comprar una vivienda de reemplazo como método de promover la tenencia de vivienda propia.

• Alquiler mensual del inmueble adquirido (incl. servicios) \$1,100.00

Equivalente al diferencial de alquiler.....\$150.00
 Multiplicado por 42 meses X42
Suplemento total para alquiler.....\$6,300.00

O

Ejemplo #6 (Usando un alquiler justo de mercado)

Alquiler comparable y servicios **\$1,250.00**

MENOS

Alquiler mensual de base
 El menor de:

-Ingreso anual del hogar del desplazado\$52,000.00
 -30% del ingreso mensual del hogar (52,000/12 meses. x 30%) \$1,300.00
 - Bajo ingreso según el Estudio de Límites de Ingresos del HUD\$47,250.00

O

Alquiler mensual del inmueble adquirido (incl. servicios)..... **\$1,100.00**
 Equivalente al diferencial de alquiler.....\$150.00
 Multiplicado por 42 meses X42
 Pago máximo **\$6,300.00**

¿Qué pasa si yo decido alquilar una vivienda más costosa que la vivienda comparable?

Si usted alquila una vivienda que cueste más que la vivienda de reemplazo comparable ofrecida por el Departamento, usted deberá pagar la diferencia de alquiler y servicios.

El propósito de un suplemento para alquiler es proporcionarle una vivienda de reemplazo comparable a su vivienda actual. Por lo tanto, una vivienda de reemplazo que **exceda** el costo de una vivienda comparable decente, segura e higiénica no puede ser parte del suplemento.

Digamos que la persona desplazada de verdad alquila una vivienda de reemplazo decente, segura e higiénica que cuesta \$1,350 mensuales entre

personas que se niegan a suministrar constancia apropiada de ingresos o personas que son dependientes);

O

3.) El total de los montos destinados para refugio y servicios si la persona desplazada está recibiendo pago de asistencia social de un programa que destina los montos para refugio y servicios.

¿Cómo se calcula el suplemento para alquiler?

Digamos que su alquiler actual es de \$950.00 mensuales y que los gastos por servicios suman en promedio \$150.00 al mes, lo que equivale a un pago total de alquiler de \$1100.00. El Departamento ha determinado que existe una vivienda de reemplazo decente, segura e higiénica, comparable a su vivienda actual, que cuesta \$ 1.025,00 al mes más \$ 150 mensuales por los servicios, lo que equivale en total a \$ 1.175,00. Digamos que el ingreso anual total de su hogar es \$41,000, lo que está por debajo de los parámetros del Estudio Anual de Límites de Ingresos del HUD para su área (\$47,250), y el 30% del ingreso mensual de su hogar sería \$1,025.00. Por lo tanto, el cálculo sería el siguiente:

Ejemplo #5 (Usando el ingreso bajo del desplazado)

Alquiler comparable y servicios \$1,175.00
MENOS

Alquiler mensual de
base
El menor de:

• 30% del ingreso del hogar si se clasifica como de bajos ingresos por el
Estudio Anual de Límites de Ingresos del HUD (\$47,250.00).
Ingreso anual del hogar del desplazado = \$41,000.00
..... **\$1,025.00**

O

SUPLEMENTO PARA ALQUILER

¿Quiénes pueden obtener este beneficio? Los propietarios y

arrendatarios que ocupan la vivienda adquirida como su domicilio legal permanente antes de que el Departamento haga su oferta inicial de compra.

Su propósito: Ayudar a las personas desplazadas a reubicarse en una vivienda de reemplazo asequible comparable a su vivienda actual.

Un suplemento para alquiler refleja la diferencia en los montos que se pagan por el alquiler y el promedio de los costos mensuales de los servicios públicos en el inmueble actual, comparados con el costo de una vivienda de alquiler similar, incluidos los costos mensuales por servicios y luego multiplicado por un lapso de tiempo.

El monto de alquiler mensual de base que se usa para la vivienda desplazada se calculará mediante los siguientes métodos y se usará aquel que dé un resultado menor. Usar el monto menor es más ventajoso para usted.

1.) El costo mensual promedio de alquiler y servicios en la vivienda desplazada por un período razonable de tiempo antes del desalojo. Será necesario que un perito calificado establezca una determinación del alquiler justo de mercado para las personas desplazadas que posean/ocupen el inmueble desalojado. Para un arrendatario que pagó poco o nada de alquiler por la vivienda desalojada, igualmente se establecerá una determinación del alquiler justo de mercado, a menos que su uso resultara en penurias debido a los ingresos personales u otras circunstancias.

O

2.) Treinta (30) por ciento del ingreso mensual bruto del hogar de la persona/familia desplazada si el monto es clasificado como “ingresos bajos” por el Departamento de Vivienda y Desarrollo Urbano de EE.UU., en su Estudio Anual de Límites de Ingresos para las viviendas públicas y los programas de la Sección 8. (El alquiler mensual de base se deberá establecer solamente con los criterios indicados en el párrafo 1 de arriba, para personas con ingreso superior a los límites bajos del estudio, para las

Si el Departamento le paga a usted \$191,000 por su inmueble, en vez de la oferta inicial de \$180,000, el suplemento para compra deberá ser ajustado.

\$205,000	Precio del inmueble comparable de reemplazo
<u>\$191.000</u>	Precio real que el Departamento pagó por su inmueble actual
\$ 14,000	Monto ajustado del suplemento para compra permitido

El suplemento para compra, tal como se calculó en el primer ejemplo en el que el Departamento pagaba \$180,000 por el inmueble desalojado, quedará reducido de \$25,000 a un suplemento para compra de \$14,000.

¿Qué pasa si yo obtengo una nueva hipoteca y las tasas de interés actuales son más altas?

Si existe una hipoteca sobre el inmueble que adquiere el Departamento durante por lo menos 180 días antes de que se haga la oferta inicial de compra, el Departamento calculará un pago diferencial de intereses hipotecarios. El pago se basará en el saldo más bajo entre la antigua hipoteca y la nueva para el período restante menor entre la antigua nueva hipoteca. El monto del pago puede usarse como pago hipotecario inicial para mantener constante el pago mensual de capital e intereses para el lapso de la nueva hipoteca.

El Departamento también le reembolsará los costos necesarios y razonables en que usted haya efectivamente incurrido con motivo de la compra de una vivienda de reemplazo. Estos costos incluyen los gastos usuales que hace el comprador, tales como la preparación de la escritura, obtención de una hipoteca, seguro del título, levantamiento topográfico, informes de crédito, avalúo, inspección de termitas, tarifa de tramitación, timbres para los documentos que no excedan el costo del inmueble comparable, y una inspección de la solidez estructural del inmueble. Los costos de cierre se limitan al valor más bajo de la vivienda de reemplazo comparable seleccionada por el Departamento o la vivienda de reemplazo efectivamente comprada.

Ejemplo # 2

Si usted compra una casa de \$215,000, en vez de los \$205,000 de la casa comparable, lo que implica una diferencia de \$10,000, usted será responsable por el costo adicional.

Usted todavía recibirá el monto calculado entre su inmueble actual y los \$205,000 del inmueble comparable seleccionado por el Departamento.

\$215,000	El precio de la casa de reemplazo que usted elija
\$205,000	Costo de la casa comparable
\$ 10,000	Costo adicional que debe pagar el desplazado

No varía el suplemento para compra basado en el inmueble comparable del ejemplo número uno.

(Según el ejemplo # 1, el monto de \$25,000 del suplemento para compra no cambiaría).

¿Qué pasa si compro una vivienda que cueste menos que la vivienda comparable que encuentre el Departamento?

Usted recibirá un suplemento para compra calculado según el precio real que usted pague por la vivienda de reemplazo, menos el monto pagado por su inmueble actual.

Ejemplo # 3

Si usted compra una casa de reemplazo de \$188,000, después de deducir los \$180,000 que paga el Departamento por su casa actual, el suplemento para compra que usted recibirá será de \$8,000.

\$188,000	Precio de compra de la casa de reemplazo real
\$180,000	Menos el monto que el Departamento pagó por su casa actual
\$8,000	Máximo suplemento para compra que usted tiene derecho a recibir

¿Qué sucede si el monto de la oferta inicial del Departamento por el inmueble actual de las personas desplazadas aumenta durante un acuerdo negociado o judicial?

El monto del suplemento para compra será ajustado como corresponda.

Suplemento para compra

¿Quiénes pueden obtener este beneficio? Las personas que han poseído y habitado la vivienda desalojada como su domicilio legal permanente durante 90 días como mínimo antes de que el Departamento haga su oferta inicial de compra.

Su propósito: El suplemento para compra permite la adquisición de una vivienda de reemplazo cuando el precio actual de una vivienda de reemplazo comparable que esté disponible (según lo determinado por el Departamento) es mayor que el monto de adquisición pagado por la compra del inmueble desalojado. Un suplemento para compra tiene por finalidad ubicar a las personas nuevamente en una vivienda comparable a aquella de donde fueron desplazadas. Las personas desplazadas tienen la opción de comprar cualquier vivienda que escojan siempre que cumpla con los requisitos de decencia, seguridad e higiene. No obstante, el Departamento debe limitar el monto del suplemento para compra a la diferencia entre lo que el Departamento pagó por su vivienda actual y el valor de un inmueble que el Departamento escoja como más comparable.

Ejemplo # 1

El Departamento encuentra una casa, comparable a la casa en que usted vive actualmente, que cuesta \$205,000. El suplemento para compra se calcula restándole el monto que paga el Departamento por su vivienda actual, digamos \$180,000, al precio de la casa comparable.

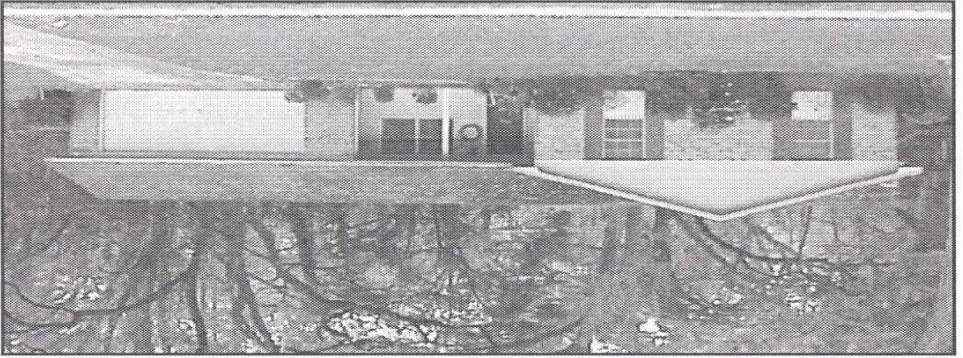
\$205,000	Costo del inmueble comparable de reemplazo
\$180,000	Menos el precio que el Departamento paga por su inmueble actual
\$25,000	Máximo suplemento para compra que usted tiene derecho a recibir

Si usted compra una casa que cueste por lo menos \$205,000 y el Departamento paga \$180,000 por su inmueble actual, usted recibirá un suplemento para compra de \$25,000.

¿Qué pasa si compro una vivienda más costosa que la vivienda comparable que encuentre el Departamento?

El monto del suplemento para compra no cambiará si usted compra una vivienda más costosa.

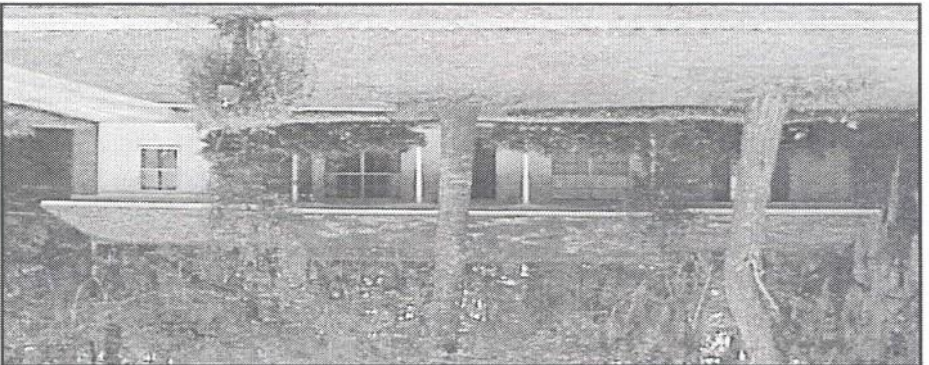
VIVIENDA DE REEMPLAZO



Una vivienda comparable tendrá aproximadamente la misma cantidad de espacio habitable, el mismo número de habitaciones y deberá estar ubicada en un vecindario similar.

Por ejemplo: Si actualmente usted habita una vivienda con tres dormitorios, dos baños, un salón, una sala comedor y una cocina, con 1200 pies cuadrados, una vivienda comparable tendrá aproximadamente la misma área en pies cuadrados, tres dormitorios, dos baños, un salón, una sala comedor, etc.

VIVIENDA DESALOJADA



Requisitos de elegibilidad para el pago de vivienda de reemplazo

El pago de una vivienda de reemplazo permite que las personas desplazadas adquieran una residencia sustituta comparable a la vivienda en la que usted habita para el momento en que se le exige mudarse (inmueble desalojado). Puede ser en forma de lo que se llama un suplemento para compra o un suplemento para alquilar.

El tiempo que usted haya ocupado su residencia actual (domicilio) determina su elegibilidad para un pago de vivienda de reemplazo. La determinación se basa en el número de días que usted ha ocupado la residencia desalojada antes de que el Departamento presente su oferta inicial de compra. También tiene que alquilar o comprar una vivienda de reemplazo y ocuparla en un lapso de 12 meses a partir de fechas específicas a fin de recibir un pago de ayuda para vivienda de reemplazo. Su agente determinará y le explicará cómo califica usted.

Usted es un residente propietario con 90 días de ocupación si el inmueble ha estado en su propiedad y ha sido su domicilio continuamente durante por lo menos 90 días (aproximadamente 3 meses) antes de que el Departamento haga su primera oferta por escrito para adquirir el inmueble. Igualmente debe vivir en el inmueble para el día en que el Departamento haga su primera oferta para adquirir el inmueble.

Usted es un residente con 90 días de ocupación si usted es el arrendatario (inquilino) del inmueble y ha vivido en el mismo como su domicilio continuamente durante por lo menos 90 días antes de que el Departamento haga su primera oferta por escrito para adquirir el inmueble. Usted igualmente debe vivir en el inmueble para el día en que el Departamento haga su primera oferta para adquirir el inmueble.

Vivienda de reemplazo comparable

Si usted es desplazado de su residencia, el Departamento tiene que ofrecerle una vivienda de reemplazo comparable.

Asistencia para necesidades especiales

Si usted requiere asistencia especial, su agente de reubicación hará todo lo que esté a su alcance para orientarlo a fin de obtener los servicios de otras organizaciones, tales como los Departamentos de Servicios para Niños y Familias, para Personas Mayores, Asuntos Comunitarios, organizaciones benéficas locales, programas de préstamo y vivienda, etc., que están capacitados profesionalmente para ayudarle.

Vivienda decente, segura e higiénica (Vivienda DS&S)

Antes de firmar un contrato para la compra o alquiler de una nueva vivienda, usted debe pedirle al agente de reubicación que realice una inspección de la propiedad para determinar que cumpla con los requisitos para viviendas decentes, seguras e higiénicas (DS&S, por sus siglas en inglés). El incumplimiento de esta norma puede poner en peligro sus beneficios.

Una residencia decente, segura e higiénica tiene las siguientes características:

- Espacio adecuado suficiente para alojar a las personas que viven con usted.
- Sistema eléctrico adecuado y seguro.
- Sistema de calefacción adecuado (capaz de mantener una temperatura de aproximadamente 70 grados).
- Suministro de agua potable y segura, de agua fría y caliente.
- Conexiones apropiadas al suministro de agua y el sistema séptico.
- Espacio para estufa y refrigerador y las conexiones para los servicios.
- Iluminación adecuada.
- Puertas seguras y sin obstrucción.
- Estructura debidamente ventilada y estructuralmente segura.
- Bañera o ducha y un baño privado.

Notificación anticipada

Todos los desplazados recibirán una notificación por escrito por lo menos noventa (90) días antes de la fecha en que se requiere el desalojo.

El programa de reubicación es su

derecho

El programa de asistencia para la reubicación es un derecho diseñando para ayudar a las personas desplazadas de sus hogares por un proyecto de transporte. Las disposiciones del programa abarcan la búsqueda de vivienda de reemplazo asequible y reembolso de los gastos de mudanza. La elegibilidad para recibir un pago para una vivienda de reemplazo o un reembolso de los gastos de mudanza está determinada por la necesidad particular de cada desplazado, de acuerdo con normas estatales y federales específicas. Su derecho de reubicación es un beneficio no negociable y no permite un pago a un tercero que lo represente.

Los pagos por reubicación no afectan otros derechos

Si usted es elegible actualmente para recibir asistencia por el seguro social, un fondo de bienestar social o algún otro tipo de asistencia, el pago por reubicación que usted reciba no afectará esos beneficios. Asimismo, los pagos recibidos por el programa de asistencia para la reubicación no son considerados como ingresos según el Código de Rentas Internas.

Vivienda justa

El Departamento cumple con el Título VIII de la ley de Derechos Civiles de 1968 y sus enmiendas, el cual establece como ilegal las prácticas discriminatorias en la compra y alquiler de viviendas, si las mismas se basan en raza, religión, sexo o nacionalidad de origen.

El Departamento

En este folleto, el término “Departamento” se refiere al Departamento de Transporte

?Es usted un desplazado?

(Desalojado)

Toda persona que reciba notificación por escrito del Departamento en la que se le informe que tiene que mudarse del inmueble que el Departamento va a adquirir se denomina “desplazado” o “desalojado” y puede ser elegible para recibir beneficios de asistencia de reubicación.

Excepción, según el Derecho Público 105-117, promulgado el 2 de noviembre de 1997, toda persona extranjera con permanencia ilegal en los Estados Unidos no tiene derecho a los servicios de asesoramiento para la reubicación ni a los pagos compensatorios por reubicación, a menos que la carencia de tal elegibilidad resultase en penurias excepcionales y poco comunes para un cónyuge, padre o hijo que si califique, tal como se define en el reglamento 49 CFR Parte 24.208(h).

Un agente de reubicación le contactará

En las etapas iniciales de un proyecto, ciertas actividades en el área, tales como reuniones públicas del Departamento de Transporte o trabajos de topografía, pueden provocar especulación, rumores y ansiedad acerca de la ubicación de las nuevas vías de transporte y a quiénes afectarán. Estas actividades pueden ocurrir mucho antes de que el Departamento siguiera comience a adquirir el derecho de vía necesario para el proyecto. Si usted es un desplazado, un agente que representa al Departamento se reunirá con usted personalmente para explicarle con todo detalle el programa de reubicación. El agente trabajará con usted y le orientará durante todo el proceso de reubicación. Se le recomienda que trabaje estrechamente con su agente para asegurarse de recibir el máximo de todos los beneficios de reubicación que le corresponden.

Programa de Asistencia para la Reubicación del Departamento de Transporte de Florida

Ley de 1970 sobre políticas de asistencia para la reubicación
uniforme y adquisición de inmuebles

Derecho Público 91-646, según enmienda, para programas
federales y de asistencia federal, reglamento 23 CFR y 49 CFR, Sección
24. Secciones 334.048, 339.09 y 421.55, Norma de Estatutos de Florida
14-66, Código Administrativo de Florida

Debido al rápido crecimiento de Florida, se hace necesario un sistema de transporte moderno que garantice recorridos seguros. Estos proyectos de transporte tan necesarios a veces requieren la reubicación de una porción pequeña de la población.

El Departamento de Transporte de Florida desea garantizar que las personas reciban un trato justo cuando se les exige mudarse de su hogar para permitir la construcción de vías de transporte. Ningún residente de Florida debe recibir una porción desigual de la carga por un proyecto de transporte diseñado para el bienestar de todos.

Índice del contenido

El programa de reubicación es un derecho.....	5
Efectos sobre otros beneficios	5
Vivienda justa.....	5
Asistencia para necesidades especiales.....	6
Vivienda decente, segura e higiénica.....	6
Requisitos de elegibilidad para el pago de vivienda de reemplazo.....	7
Vivienda de reemplazo comparable.....	7
Suplemento para compra.....	9
Suplemento para alquiler.....	12
Suplemento para cuota inicial.....	15
Reembolso de los costos de mudanza.....	16
Derechos de apelación.....	22
Dirección y teléfono del Departamento de Transporte.....	23



REUBICACIÓN RESIDENCIAL

SEGÚN EL PROGRAMA DE ASISTENCIA PARA LA REUBICACIÓN



DEPARTAMENTO DE TRANSPORTE DE FLORIDA
01 DE AGOSTO 2015

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019**TYPE OF AGENDA ITEM:** Public Hearing**TO:** City Council**THRU:** Lance Johnson, City Manager
Bragg Farmer, Finance Director
Kyle Bauman, City Attorney**FROM:** Tim Pietenpol, Deputy Public Services Director**DATE:** January 30, 2018**SUBJECT:** First reading of Ordinance 18-25-CN - Acquisition of 601 Sandalwood for the Cross-Town Connector

I. BACKGROUND: The Beach Drive to Benning Drive road project is the last unconnected leg of the City's Crosstown Connector, an east-west corridor intended to relieve traffic congestion on U.S. Highway 98. There are several properties located within the project area that will require purchase by the City, both complete and partial acquisitions. In an effort to begin the acquisition process, the City Council authorized \$538,412 in the FY17 budget, enough money for purchase price, relocation fees and acquisition fees to acquire three units. The FY18 budget contained an additional \$375,000 for land acquisition. The current year budget reflects the previous budgeted amounts and currently there is a total of \$679,280 available in the FY19 budget for property acquisitions.

At its regular meeting November 6, 2017, Council approved a contract amendment with Atkins of North America in the amount of \$55,714.17 that provided for property acquisition assistance to allow the City to purchase six townhouse units within a single building which represents a significant step in the completion of right-of-way acquisition for the project.

II. DISCUSSION: Atkins' consultant, Ms. Marsha Hayes, has been working to acquire the townhouse units. She has secured a Purchase Agreement for the unit at 601 Sandalwood Drive, and presented it for approval by the City. A copy of that signed Agreement is included as Attachment "1." Pursuant to Section 3.12(b) of the City Charter, an Ordinance is required for "conveyance or lease of any lands of the city." A copy of the proposed Ordinance 18-25-CN, is included as Attachment "2." The title commitment is attached as Attachment "3." If approved by City Council, the revised Agreement will be fully executed, and staff

will proceed to close with a General Warranty Deed, survey, title policy and such other documents and declarations as are typical for real estate closing.

A. **Link to Strategic Goals / Objectives:** 2.B. Cross-Town Connector (US 98 Alternative) Direction, Funding ROW Acquisition.

B. **Effect on Budget (EOB):** The City had allocated a total \$913,412 in the FY17 and FY18 budgets for right-of-way acquisition, with \$679,280 remaining in the FY19 budget.

C. **Level of Service (LOS):** There will be an increase in the level of service for the City of Destin transportation system.

III. CONCLUSION: This represents another important step in the acquisition of residential townhomes for the Cross-Town Connector. The amount of the Purchase Agreement does not exceed the appraised value, and staff recommends approval for the acquisition by Council.

IV. RECOMMENDED MOTION: “I move that the City Council approve Ordinance 18-25-CN on First Reading and direct staff to bring it back for Second Reading at the next City Council meeting.”

Attachments:

1. 18-25-CN - Purchase of 601 Sandalwood Drive
2. City of Destin - 601 Sandalwood Executed Offer and Purchase Agreement
3. Fw_ Information for City Council Memo - 601 Sandalwood 607 Sandalwood
4. 2380 title comm
5. RelocationResidentialBrochure

ORDINANCE 18-25-CN

AN ORDINANCE OF THE CITY OF DESTIN OF OKALOOSA COUNTY, FLORIDA, RELATING TO THE PURCHASE OF CERTAIN REAL PROPERTY FOR THE CROSS TOWN CONNECTOR; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDING OF FACT; PROVIDING FOR CITY COUNCIL APPROVAL OF A CONTRACT FOR PURCHASE OF TOWNHOME UNIT, LOCATED AT 601 SANDALWOOD DRIVE, DESTIN, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION II. FINDINGS OF FACT.

WHEREAS, the City Council finds that it will be beneficial to the City and its citizens that the property located at 601 Sandalwood Drive, Destin, Florida, be purchased for the Cross Town Connector; and

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

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

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

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

All of Lot 30, and the West 15.58 feet of the North 100.00 feet and the West 12.00 feet of the South 20.00 feet of Lot 29, Sandalwood Manor Townhomes First Addition, as recorded in Plat Book 6, Page 93, Public Records of Okaloosa County, Florida.

Being further described as Okaloosa County Property Tax ID No 00-2S-22-2167-0000-0300, and 601 Sandalwood Drive, Destin, Florida 32541.

is approved and purchase of the land by administrative action is authorized. The Offer and Purchase Agreement contains the imposition of conditions by the City authorized to be imposed by the City

Council. The Mayor and City Clerk are authorized to execute and deliver such documents as are necessary to purchase the property.

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

ADOPTED THIS 19th DAY OF FEBRUARY 2019.

By: _____
Gary Jarvis, Mayor

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

ATTEST:

Rey Bailey, City Clerk

Jeff Burns, City Attorney

First Reading: February 19, 2019

Second Reading: March 4, 2019



ROW-F030-07
RIGHT OF WAY
Page 1 of 3

**CITY OF DESTIN
OFFER AND PURCHASE AGREEMENT**

AGENCY: City of Destin
PROJECT: Destin Connector
COUNTY: Okaloosa
PARCEL NO.: 601 Sandalwood

Seller: Cynthia C. Putman

Buyer: City of Destin

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions.

I. Description of Property

(a) Real property described as: Property Tax ID No. 00-28-22-2167-0000-0300

(b) Estate being purchased: ☒ Fee Simple
☐ Permanent Easement
☐ Temporary Easement
☐ Leasehold

(c) Buildings, Structures, Fixtures, and Other Improvements: 0.11 Acre; 1,253 SF Attached SFR; 25 SF Porch, Open Patio, concrete driveway and utility connections – Total Acquisition. Property is equipped with gas generator.

(d) Personal property described as: None.

(e) Outdoor Advertising Structure(s) Permit Number(s): None.

Property owned by others described as: None.

is NOT included in this agreement. A separate offer is being, or has been, made for this property.

II. PURCHASE PRICE

(a) Real Property

Land/Improvements	1. \$	154,000.00
Real Estate Damages	2. \$	0.00
(Severance/Cost-to-Cure)		0.00
Incentive Offer	3. \$	0.00

Total Real Property	4. \$	154,000.00
----------------------------	-------	------------

(b) Total Personal Property	5. \$	0.00
------------------------------------	-------	------

Total Purchase Price (Add lines 4 and 5)	\$	154,000.00
---	----	------------

(c) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing.	\$	154,000.00
---	----	------------

(d) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession.	\$	0.00
---	----	------

Buyer hereby represents to Seller that this offer is not less than Buyer's estimate of market value.

CO 9/26/18



ROW-F030-07
RIGHT OF WAY
Page 2 of 3

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in Section I of this agreement in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in Section I of this agreement by Seller extending beyond the day of closing must be authorized, in writing, by Buyer.
- (e) Seller agrees that the real property described in Section I of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (f) Seller and Buyer agree that this purchase agreement represents the full and final agreement and no agreements or representations, shall be binding on the parties.
- (g) Other:

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance and approval by City of Destin, FL.

V. There are no handwritten or typewritten provisions inserted herein or attached hereto.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

Seller(s)

Cynthia C. Putman 9/26/18
Signature Date
Cynthia C. Putman
Type or Print Name under signature

Signature Date
Type or Print Name under signature

Buyer

City of Destin
BY: _____
Signature Date

City of Destin Consultant Agent

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted final agency acceptance this _____ day of _____, 2017.

BY: _____
Signature Date
Type or Print Name and Title under signature

This document delivered by _____ Date
This document received by _____ Date

From: [Marsha Hayes](#)
To: [Lorraine Berish](#)
Subject: Fw: Information for City Council Memo - 601 Sandalwood; 607 Sandalwood
Date: Wednesday, January 30, 2019 9:52:37 AM
Attachments: [RelocationBusinessBrochure.pdf](#)
[RelocationResidentialBrochure.pdf](#)

Lorraine,

The following are estimated costs that were provided to Steve regarding the referenced properties.

Please let me know if you have any questions or concerns.

Thank you!

Marsha

Marsha Hayes, SR/WA
Hayes Consulting Services, LLC
Post Office Box 796
836 Hayes Lane
Chipley, Florida 32428
(850) 638-5411 - office / (850) 527-1479 - cell
marsha_hayes@yahoo.com
Florida DOT Certified DBE
State of Florida WMBE

----- Forwarded Message -----

From: Marsha Hayes <marsha_hayes@yahoo.com>
To: Steven Schmidt <sschmidt@cityofdestin.com>
Cc: David Campbell <dcampbell@cityofdestin.com>; Gregory S. Allen <g.allen@atkinsglobal.com>
Sent: Tuesday, October 9, 2018 5:01 PM
Subject: Information for City Council Memo - 601 Sandalwood; 607 Sandalwood

Steve,

The following should be considered as estimated costs associated with the closings on the referenced properties for use in preparing your memo to City Council:

601 Sandalwood:

Purchase of Property - \$154,000
*Closing Costs on Purchase - \$5,000
Relocation RHP - \$41,000
*Move Costs - \$5,000
*Closing Costs on Replacement - \$5,000
Total Costs - \$210,000

607 Sandalwood:

Purchase of Property - \$145,000

*Closing Costs on Purchase - \$5,000

Relocation - Land Lord Eligibility (LLE) Reestablishment - up to \$25,000

Relocation - Tenant Rent Supplement - \$24,780

*Relocation - Tenant Move Costs - \$5,000

Total Costs - \$204,780

(*Estimated Costs)

These costs do not include my fee or fees already paid to the appraisers. I would also recommend a contingency for any unforeseen costs associated with the closings.

Attached are the FDOT Residential and Business Relocation Brochures that can be included in your memo.

Please let me know if you need additional information.

Thank you!

Marsha

Marsha Hayes, SR/WA

Hayes Consulting Services, LLC

Post Office Box 796

836 Hayes Lane

Chipley, Florida 32428

(850) 638-5411 - office / (850) 527-1479 - cell

marsha_hayes@yahoo.com

Florida DOT Certified DBE

State of Florida WMBE

**WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)**

Transaction Identification Data for reference only:

State: **Florida** County: **Okaloosa**

Property Address: **601 Sandalwood Dr Destin 32541**

Plant File #: 18-53610	Reinsurance #:	Agent File #: v18-2380
---------------------------	----------------	---------------------------

Schedule A

1. Effective Date: **September 25, 2018 @ 8:00 am**
2. Policy or Policies to be issued:
 - a. Owner's Policy Amount

City of Destin \$154,000.00
 - b. Loan Policy Amount

2nd Proposed Insured Loan: Amount
3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Cynthia C. Putman
5. The land is described as follows:

See Attached Schedule A Continuation for Legal Description



Countersigned Authorized Signatory

Issued By:
FL1300
Vintage Title & Escrow, Inc.
1234 Airport Road, Unit 108
Destin, FL 32541

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



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)**

Schedule A, Continuation Page

All of Lot 30, and the West 15.58 feet of the North 100.00 feet and the West 12.00 feet of the South 20.00 feet of Lot 29, Sandalwood Manor Townhomes First Addition, according to the Plat thereof, recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida.

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



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)**

Schedule B - Section 1

All of the following Requirements must be met:

1. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Cynthia C. Putman to City of Destin conveying the land described under Schedule "A".
- NOTE: Spouse of individual(s), if any, to join in the above required instrument(s) OR the document must state that captioned property is not the homestead of the grantor/mortgagor.
2. Pay the agreed amount for the estate or interest to be insured.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
5. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.
6. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
7. Pay the premiums, fees, and charges for the Policy to the Company.
8. Release or Satisfaction of Mortgage executed by Cynthia C. Putman, a single woman in favor of Charles R. Watson and wife, Corinne H. Watson, given to secure the original principal sum of \$50,000.00, dated March 16, 2004 and recorded in Official Records Book 2515, Page 4940, of the Public Records of Okaloosa County, Florida.
9. Release or Satisfaction of Mortgage executed by Cynthia C. Putman, unmarried in favor of AmSouth Bank, given to secure the original principal sum of \$70,000.00, dated May 25, 2004 and recorded in Official Records Book 2542, Page 3159, of the Public Records of Okaloosa County, Florida.

NOTE: Real Estate Taxes for the year 2017 were paid in the amount of \$328.30; Assessed Value \$51,952.00; Gross Amount \$339.59; Exemptions: Yes ; Folio No.: 00-2S-22-2167-0000-0300. Note: Taxes are being paid in installments.

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



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)**

NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only:

1. Warranty Deed recorded March 17, 2004 in Official Records Book 2515, Page 4939, of the Public Records of Okaloosa County, Florida.

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



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)**

Schedule B - Section 2

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

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

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.**
- 2. Rights or claims of parties in possession not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.**
- 4. Easements or claims of easements not shown by the Public Records**
- 5. Taxes or special assessments which are not shown as existing liens by the public records.**
- 6. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.**
- 7. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page(s) 93, of the Public Records of Okaloosa County, Florida.**
- 8. Restrictions, covenants, condition, reservations and easements (deleting therefrom restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), recorded in Official Records Book 1126, Page 1, as amended in Official Records Book 1150, Page 1438, as may be further amended, of the Public Records of Okaloosa County, Florida.**

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



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)**

9. Easement in favor of Gulf Power Company recorded in Official Records Book 1159, Page 1962, of the Public Records of Okaloosa County, Florida.
10. Reservations affecting rights in Oil, Gas or any other Minerals, lying upon or beneath the lands insured hereby, pursuant to that instrument recorded in Official Records Book 952, Page 44, of the Public Records of Okaloosa County, Florida. (No determination has been made as to the current record holder of such mineral interest). Element of coverage 3b of the Florida Form 9 comprehensive Endorsement issued herewith, if any, shall not apply with respect to this item.
11. Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.

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



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



RESIDENTIAL RELOCATION

UNDER THE FLORIDA RELOCATION ASSISTANCE PROGRAM



FLORIDA DEPARTMENT OF TRANSPORTATION
AUGUST 1, 2015

Table of Contents

Relocation is an Entitlement Program.....	5
Affect on other Benefits.....	5
Fair Housing.....	5
Special Needs Assistance.....	6
Decent, Safe and Sanitary Housing.....	6
Eligibility Requirement for Replacement Housing Payment.....	7
Comparable Replacement Housing.....	7
Purchase Additive.....	9
Rent Supplement.....	12
Down Payment Supplement.....	15
Moving Cost Reimbursement.....	16
Appeal Rights.....	22
Department of Transportation Address and Telephone Number.....	23

The Florida Department of Transportation Relocation Assistance Program

The Uniform Relocation Assistance and Real Property Acquisition
Policies

Act of 1970, Public Law 91-646, as amended, for Federal and Federally
Assisted Programs, 23 CFR and 49 CFR, Part 24.

Sections 334.048, 339.09 and 421.55, Florida Statutes

Rule 14-66, Florida Administrative Code

Due to Florida's rapid growth, a modern transportation system is necessary to ensure safe travel. Sometimes a small portion of the state's population is required to move because of these much needed transportation projects.

The Florida Department of Transportation wants to ensure that people receive fair treatment when they are required to move from their homes to accommodate a transportation facility. No person living in Florida is expected to bear an unequal share of the burden for a transportation project designed for the good of everyone.

The Department

“Department” as used in this brochure refers to the Department of Transportation.

Are you a Displaced Person? (Displacee)

A person who has received written notification from the Department informing them they must move from the real property being acquired by the Department is referred to as a “displaced person” or “displacee” and may be eligible for relocation assistance benefits.

Except, in accordance with Public law 105-117, enacted on November 2, 1997, any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such eligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child, as defined in 49 CFR Part 24.208(h).

A Relocation Agent Will Contact You

In the early stages of a project, activities such as the Department’s public meetings or surveyors working in the area may cause speculation, rumors and anxiety about where the transportation facility will be located and who will be affected by it. These activities may take place long before the department even starts acquiring necessary right of way for the project. If you are displaced, an agent representing the Department will meet with you personally to fully explain the relocation program well before you are required to move. The agent will work with and advise you throughout the entire relocation process. You are encouraged to work closely with your relocation agent to ensure maximum receipt of all relocation entitlements.

Advance Notice

All displaced persons will receive at least ninety (90) days advance written notice before being required to move.

Your Relocation is an Entitlement Program

Relocation Assistance is an entitlement program designed to assist persons who are displaced from their homes by a transportation project. Provisions of the program include making comparable replacement housing affordable and reimbursing moving expenses. Your eligibility to receive a replacement housing payment or be reimbursed for your moving expenses is determined by each displacee's need in accordance with the specific State and Federal guidelines. Your relocation benefit is non-negotiable and does not allow a payment for representation by a third party.

Relocation Payments Do Not Affect Other Benefits

If you are presently eligible for social security, welfare, or other certain types of assistance, your relocation payment will not affect those benefits. Also, payments received under the relocation assistance program are not considered as income under the Internal Revenue Code.

Fair Housing

The Department enforces Title VIII of the Civil Rights Act of 1968, and amendments, making discriminatory practices in the purchase and rental of housing illegal if based on race, religion, sex, or national origin.

Special Needs Assistance

If you require special assistance, your relocation agent will make every effort to guide you in securing the services of other organizations, such as the Departments of Children and Family Services, Elder Affairs, Community Affairs, local charitable organizations, housing or loan programs, etc., which are professionally equipped to help you.

Decent, Safe and Sanitary Housing (DS&S Housing)

Before you enter into a contract for purchase or lease of a replacement dwelling, you must request the relocation agent to perform an inspection to determine that the property meets the DS&S requirements. Failure to do so may put your benefits at risk.

A Decent, Safe and Sanitary residence includes the following:

- Adequate space large enough to accommodate the people living with you.
- An adequate and safe electrical system.
- Adequate heating system (capable of sustaining a temperature of approximately 70 degrees)
- A safe, drinkable water supply, with hot and cold water.
- Proper connections to water supply and septic system.
- Stove and refrigerator space and service connections.
- Adequate lighting.
- Safe unobstructed doorways.
- Structure should be properly ventilated and structurally sound.
- Bathtub or shower and a private toilet.

Eligibility Requirements For A Replacement Housing Payment

A Replacement Housing Payment assists displaced persons in obtaining an affordable replacement residence comparable to the housing you are required to move from (displacement residence). It may be in the form of what is called a purchase additive or a rent supplement.

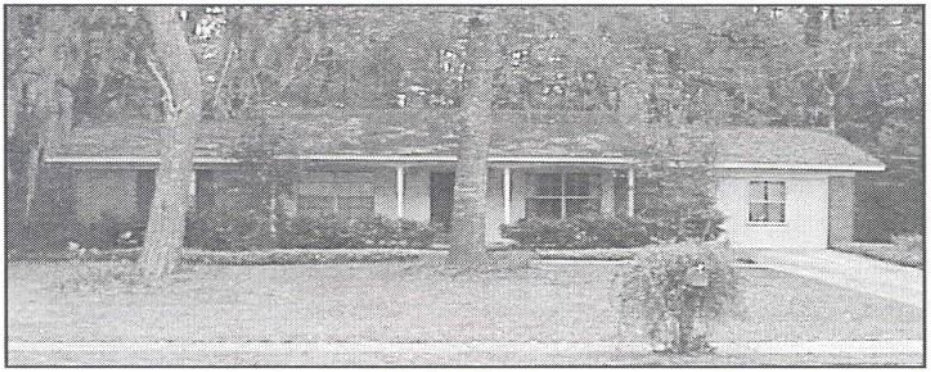
Your length of occupancy, in your current residence (dwelling) determines your eligibility type for a replacement housing payment. The determination is based on the number of days you have occupied the displacement residence prior to the Department presenting its initial offer to purchase. You must also rent or purchase and occupy a replacement dwelling within a twelve month period from specific dates to receive a replacement housing assistance payment. Your agent will determine and explain your qualification.

You are a 90-Day Owner Occupant if you have owned and lived in your dwelling continuously, as your domicile, for at least 90 days (approximately 3 months) before the Department makes its first written offer to acquire your real property. You must also live there on the day the Department makes its first offer to acquire the real property.

You are a 90-Day Occupant if you are a tenant (renter) who has lived in your dwelling continuously, as your domicile, for at least 90 days before the Department makes its first offer to buy the property from the owner. You must also live there on the day the Department makes its first offer to acquire the real property.

Comparable Replacement Housing

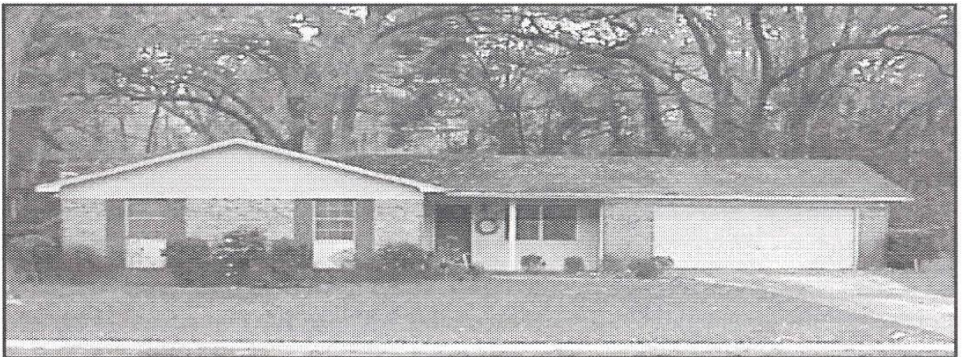
If you are displaced from your residence, the Department must offer comparable replacement housing to you.



SUBJECT DWELLING

A comparable dwelling will have approximately the same amount of living space, the same number of rooms, and be located in a similar neighborhood, if possible.

For Example: If you are presently living in a dwelling that has three bedrooms, two baths, a living room, dining room and a kitchen, with 1200 square feet, a comparable dwelling would have approximately the same number of square feet, and similar rooms.



**REPLACEMENT
DWELLING**

Purchase Additive

Who may qualify? Persons who have owned and occupied the displaced dwelling as their permanent place of residence for a period of at least 90 days prior to the Department making its initial offer to purchase.

Its purpose: The purchase additive assists with the purchase of a replacement dwelling when the current price of an available comparable replacement dwelling (as determined by the Department) is greater than the acquisition amount paid for the purchase of the displacement dwelling. A purchase additive is intended to put people back into a dwelling comparable to the one from which a person is being displaced. Displaced persons have the option to purchase any dwelling they choose as long as it meets decent, safe and sanitary requirements. However, the Department must limit the purchase additive amount to the difference between what the Department paid for your present dwelling and the value of a dwelling the Department selects as most comparable.

Example # 1

The Department locates a house comparable to the one you are presently living in costing \$205,000 The purchase additive is calculated by subtracting the amount the Department pays for your present house; say \$180,000, from the price of the comparable house.

\$205,000	Cost of a comparable replacement property
<u>\$180,000</u>	Less the price Department pays for your present property
\$ 25,000	Maximum purchase additive you are eligible to receive

If you purchase a house costing at least \$205,000 and the Department pays \$180,000 for your present house, you will receive a \$25,000 purchase additive.

What if I buy a more expensive dwelling than the Department's selected comparable dwelling?

The amount of the purchase additive will not change if you purchase a more expensive dwelling.

Example # 2

If you buy a \$215,000 house, instead of the \$205,000 comparable, costing an additional \$10,000, you will be responsible for the additional costs. You will still receive the amount calculated between your present property and the \$205,000 comparable property selected by the Department.

\$215,000	The price of a replacement house you choose
<u>\$205,000</u>	Cost of a comparable house
\$ 10,000	Additional cost displacee must pay

The purchase additive based on the number one comparable does not change.
(Using example # 1, the \$25,000 purchase additive would not change).

What if I buy a dwelling that costs less than the Department’s selected comparable?

You will receive a purchase additive calculated on the actual price you pay for the replacement dwelling, less the amount paid for your present dwelling.

Example # 3

If you buy a replacement house for \$188,000, after deducting the \$180,000 the Department pays for your present house, your purchase additive will be \$8,000.

\$188,000	Purchase price for your actual replacement house
<u>\$180,000</u>	Less the amount the Department paid for your present house
\$ 8,000	Purchase additive you are eligible to receive

What happens if the amount of the Department’s initial offer for the displaced persons present property increases during a negotiated or legal settlement?

The amount of the purchase additive must be adjusted accordingly.

Example # 4

If the Department pays you \$191,000 for your property, instead of the initial offer of \$180,000 the purchase additive must be adjusted.

\$205,000	Price for the comparable replacement property
<u>\$191,000</u>	Actual price the Department paid for your present property
\$ 14,000	Adjusted purchase additive eligibility

The purchase additive, as calculated in the first example with the department paying \$180,000 for your present property, will be reduced from a \$25,000 purchase additive to a \$14,000 purchase additive.

What if I have to obtain a new mortgage and current interest rates are higher?

If a mortgage existed on the home being acquired by the Department for at least 180 days prior to the initial offer to purchase being made, the Department will calculate a mortgage interest differential payment. The payment will be based on the lower balance between the old and new mortgage for the lesser remaining term of the old or new mortgage. The payment amount may be used as a new mortgage buy down to keep the monthly payment for principal and interest constant for the term of the new mortgage.

The Department will also reimburse necessary and reasonable closing costs actually incurred in the purchase of a replacement dwelling. These may include expenses customarily paid by a buyer such as preparing a deed, obtaining a mortgage, title insurance, survey, credit report, appraisal, termite inspection, origination fee, documentary stamps not exceeding the cost of the comparable, and an inspection for structural soundness. Closing costs are limited to the lower value of the comparable replacement dwelling selected by the Department or the replacement dwelling actually purchased.

RENT SUPPLEMENT

Who may qualify? Owners and tenants who occupy the acquired dwelling as their permanent place of residence prior to the Department presenting its initial offer to purchase.

Its purpose: To assist displaced persons in relocating to an affordable replacement dwelling comparable to their present dwelling.

A rent supplement is reflective of difference in amounts being paid for rent and average monthly utility costs at the current dwelling compared to the cost of a similar rental dwelling including estimated monthly utility costs and then multiplied over a period of time.

The base monthly rental amount used for the displacement dwelling will be calculated by the following methods and which ever one is less will be used. Using the lesser amount provides the greatest benefit to you.

1.) The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period of time prior to displacement. A fair market rent determination will need to be established by a qualified appraiser for displaced persons who are owner/occupants of the displacement dwelling. For a tenant who paid little or no rent for the displacement dwelling, a fair market rent determination will also be established, unless its use would result in a hardship because of the persons income or other circumstances;

OR

2.) Thirty (30) percent of the displaced person's/families gross monthly household income if the amount is classified as "low income" by the U.S. Department of Housing and Urban Development's Annual Survey of income limits for Public Housing and Section 8 Programs. (The base monthly rental shall be established solely on the criteria in paragraph 1 above, for persons with income exceeding the survey's low income limits, for persons refusing to provide appropriate evidence of income, or persons who are dependents);

OR

3.) The total of the amounts designated for shelter and utilities if the displaced person is receiving a welfare assistance payment from a program that designates the amounts for shelter and utilities.

How is rent supplement calculated?

Say your present rent is \$950.00 and your utility bill averages \$150.00 a month for a total rental payment of \$1100.00. The Department has determined that a decent, safe and sanitary replacement rental, comparable to your present rental, is available for \$1,025.00 a month plus \$150 a month for utilities, a total of \$1,175.00. Say your total Annual Household Income is \$41,000 which is below the HUD Low Income Survey for your area (\$47,250), and 30% of your household monthly income would be \$1,025.00. Therefore the calculation would be:

Example #5 (Using displacee's low income)

Comparable rent and utilities	\$1,175.00
MINUS	
Base Monthly Rental	
<u>Thelesserof:</u>	

- 30% of Household Income if classified as Low Income per HUD Annual Income Survey (\$47,250.00)
Displacee's Annual Household Income = \$41,000.00
\$41,000/12 mo. X 30% =.....**\$1,025.00**

OR

- Monthly Rental of Acquired Dwelling (incl utilities).....**\$1,100.00**

Equals Rent Differential	\$150.00
Multiplied by 42 months	X42
Total rent supplement.....	\$6,300.00

OR

Example #6 (Using fair market rent)

Comparable rent and utilities \$1,250.00
MINUS

Base Monthly Rental

The lesser of:

-Displacee's Annual Household Income \$52,000.00
-30% of Household Monthly Income (52,000/12 mo. x 30%) \$1,300.00
-Low Income per HUD Annual Income Survey \$47,250.00

OR

Monthly Rental of Acquired Dwelling (inc. Utilities)..... **\$1,100.00**

Equals Rent Differential\$150.00
Multiplied by 42 monthsX42
Maximum Payment..... **\$6,300.00**

What if I decide to rent something more expensive than the comparable?

If you rent a dwelling costing more than the comparable replacement dwelling offered by the Department, you must pay the additional rent and utilities.

The purpose of a rent supplement is to place you back into a replacement dwelling comparable to your present dwelling. Therefore, a replacement dwelling that **exceeds** the cost of a comparable decent, safe and sanitary, cannot be part of the supplement.

Let's say the displaced person actually rents a decent, safe and sanitary replacement dwelling costing \$1,350/mo. for rent and utilities. Instead of the \$150/mo. rent differential shown in example #5, the monthly differential would change to \$325/mo. The displacee would be responsible for an additional \$175/mo. totaling \$7,350 over the 42 month eligibility period.

What if I rent a dwelling that costs less than the comparable dwelling?

You will receive a rent supplement based on the actual difference between the base monthly rent and average utilities established for the displacement dwelling and the actual replacement dwelling occupied.

Example #7

#1 Comparable rent and utilities	\$1,300.00
Your replacement dwelling/utilities total.....	\$1,275.00
Your present rent/utilities are.....	\$ 1,250.00
The monthly rent supplement is.....	\$25.00
Times 42 months.....	X 42
Total rent supplement.....	\$1,050.00

DOWN PAYMENT SUPPLEMENT

Who may Qualify? Tenant and Owner’s who have been in occupancy of the displacement dwelling, prior to the Department presenting its initial offer to purchase the property, and who are determined eligible for a rental assistance payment. **Except;** an owner who has occupied the displacement dwelling for 90 days or more prior to the Department presenting its purchase offer is ineligible for this type payment.

It’s Purpose: A rent supplement may be converted to a down payment to enable a displacee to purchase a replacement dwelling as a method of promoting home ownership.

If the calculated rent supplement is less than \$7,200 the Department has discretion to increase the amount up to \$7,200 as long as the entire amount is used for the down payment and incidental expenses associated with the purchase of a replacement dwelling.

For example, your rent supplement eligibility is \$6,000, and you find a house you would like to purchase for \$100,000.

If you purchase the \$100,000 house, a ten percent (10%) down payment would be \$10,000. In this example your \$6,000 rent supplement may be increased to \$7,200 as long as you apply the entire \$7,200 payment toward the purchase price.

You will be responsible for all expenses over the \$7,200, and must be able to qualify for a mortgage, if necessary. (This means you must show the lending company you have sufficient income to pay your monthly payment for principal, interest, taxes and insurance according to good lending practices).

Before entering into any purchase agreement or contract to purchase a house, mobile home, or lot you are planning to use relocation funds to purchase, you must contact and discuss the planned purchase with your Relocation Agent. The agent must inspect and certify that the property meets Decent, Safe, and Sanitary requirements and ensure the relocation funds are properly allocated.

You must also provide the Department with a copy of the executed purchase contract and closing statement showing the purchase price and incidental closing costs.

MOVING COST REIMBURSEMENT

The Department will reimburse the actual, reasonable and necessary costs incurred to move persons or personal property from property acquired by the Florida Department of Transportation.



With the Department's prior approval, you may receive payment for other related costs, such as transportation to the new location, moving insurance, and storage of personal property.

Displaced persons may choose to utilize a "Commercial Mover" or perform one of two available "Self Move" options. Regardless of which option you choose, be sure to discuss with your relocation agent.

COMMERCIAL MOVER

You may hire a commercial moving company to handle the entire move.

An inventory of all personal property must be taken before the move begins (pre-inventory) and after the move is complete (post-inventory). You must sign the inventory certifying that it is true and correct. Move estimates must be obtained. Based on the complexity of a move the Department will require one or two estimates. In cases where two estimates are obtained, reimbursement will be limited to the amount of the lower one. You may choose a mover other than the one with the lower estimate, but the Department's reimbursement payment will be based on the lower estimate.

Other related costs incurred during your move that were not considered within the estimate may be reimbursed if approved by the Department. You must show proof of these costs by saving all receipts and other documentation to submit when you file a claim with the Department. Also, in this brochure, there is a listing of eligible and ineligible moving expenses for your review. If needed, your agent can explain these to you.

SELF MOVE (FIXED MOVE COST SCHEDULE)

The schedule is a pre-calculated moving expense determination, developed by the Federal Highway Administration, based on the number of rooms of personal property that must be moved. The Department may allow an increase in a room count when a room contains sufficient items to constitute an additional room. A room is defined as a fully enclosed

section (other than a closet or bathroom) on the inside of a structure which is accessible through a doorway. A room can also be an area that is not fully enclosed but being used as a separate and distinct function. For example, in a “great room” that contains a living area and a dining area, each may be counted as a separate room even though no walls separate them.

The reimbursement amount will be based on the number of rooms in your current dwelling.

If you choose the fixed payment you will not be required to prepare inventories, obtain move cost estimates, or provide documentation of expenditures, unless a modification to the room count has been made. Other related costs, such as storage, transportation to the new site, insurance, etc., are not eligible under the fixed payment schedule.

FIXED PAYMENT ALLOWANCE SCHEDULE

If you own the furnishings:

<u>NumberofRooms</u>	<u>AmountofFixedPayment</u>
1.....	\$ 750.00
2.....	\$ 900.00
3.....	\$ 1075.00
4.....	\$1,250.00
5	\$1,400.00
6.....	\$1,550.00
7.....	\$1,600.00
8.....	\$1,850.00
Each Additional Room.....	\$ 300.00

If you do *not* own the furnishings:

<u>NumberofRooms</u>	<u>AmountofFixedPayment</u>
First room.....	\$ 500.00
Each additional room.....	\$ 150.00

OR

SELF MOVE (DOCUMENTING EXPENSES)

You may conduct a move yourself, keeping all receipts, invoices, truck rental expenses, etc., as documentation to file a claim for reimbursement of the actual expenses incurred. If a reimbursement claim is determined to be unreasonable the Department may obtain estimates, based on a pre-move inventory, from licensed qualified movers. The payment for the self-move will be the lesser of the move cost estimate or the documented actual expenses incurred.

Pre-move and post move inventories must be taken and signed by you and the relocation agent.

Note: If the occupants of the residence are not displaced, but there is personal property in the area being acquired that must be moved, the move cost may be reimbursed based only on self documented expenses or either a commercial or Department estimate.

REIMBURSABLE MOVING COSTS

The following move expenses may be reimbursable if they are the actual, reasonable, and necessary moving costs incurred when using a commercial moving company, or performing a self-move based on the actual, documented expenses:

1. Transporting residential displacees to the replacement site, including special transport such as ambulances, based upon actual, reasonable fees charged for such commercial transport;
2. Transporting personal property for a distance of no more than 50 miles; (in special circumstances, the district may approve a move of more than 50 miles)

3. Packing, crating, unpacking, and uncrating of the personal property;
4. Disconnecting, dismantling, removing, reassembling, and reinstalling household appliances and other personal property;
5. Storage of personal property for up to twelve (12) months at the Department's discretion, if immediate occupancy of the replacement site is not possible through no fault of the displaced owner or tenant;
6. Insurance for the replacement value of the property in connection with the move;
7. Replacement value of property that is lost, stolen or damaged in the move through no fault of the owner's when insurance coverage is not available;
8. Actual, reasonable costs of meals and lodging when determined necessary by the Department. For example, when immediate occupancy of the replacement dwelling is not possible;
9. Actual, reasonable costs for reinstallation of a fixture which exists as an integral part of a personal property item, but only if treated in the appraisal as a fixture. For example, wiring for a security system;
10. Other moving related expenses as determined by the Department.

NON-REIMBURSABLE MOVING COSTS

1. Cost of moving structures, improvements, or other real property purchased by the Department, but retained by the displaced person;
2. Interest on loans to cover moving expenses;
3. Personal injury;

4. Any legal fee or other cost for preparing a claim for a relocation payment or for legal representation during a relocation appeal;
5. Expenses for searching for a replacement dwelling;
6. Costs of storage of personal property on real property already owned or leased by the displaced person.
7. Refundable utility and security deposits.

The agent will assist you with additional information, provide advisory services and provide the necessary forms and assistance for you to file a claim. If you are an owner you are allowed up to 18 months from the date that you move or 18 months from the date of the final acquisition payment, to file your claim for moving expenses. However, you are encouraged to submit your claim as soon as possible.

APPEAL RIGHTS

If you do not agree with the eligibility determination or amount of payment that the District Relocation Administrator has determined you are eligible to receive, you may file an appeal.

You must file a written appeal no later than sixty (60) days from the date you receive the written notification your claim has been denied by the District Relocation Administrator. Ask the agent for the appeal form #575-040-25. The appeal should be addressed to:

Florida Department of Transportation
State Relocation Administrator
605 Suwannee Street, Mail Station 22,
Tallahassee, Florida, 32399-0450

If the State Relocation Administrator denies your claim, they will advise you of your right to appeal that decision under Section 120.57, Florida Statutes, to the Clerk of Agency Proceedings. This will result in an administrative hearing or informal proceeding before an impartial hearing officer.



Your Relocation Agent is:_____

Agent's Telephone No.:_____

Address of Florida Department of Transportation District Office:

Name and Phone # of the Florida Department of Transportation District
Relocation Administrator:

Please refer to the following numbers when calling the Department to discuss your
relocation.

W.P.I./Segment No.:_____

Managing District:_____

F.A.P. No.:_____

State Road No.:_____

County:_____

Parcel/Relo. No.:_____

On some projects the Department may contract with a company qualified to represent the
Department and who will assist you in your relocation. On such projects the Company's
name will appear below. Even if your project is under such a contract, you may still
contact the Department of Transportation at the above address and telephone number if
you feel it is necessary.

Name of the Company representing the Department of Transportation

Address of Company

Telephone Number

Notes

Notas

Su agente de reubicación es: _____

Nº telefónico de su agente: _____

Dirección de la Oficina de Distrito del Departamento de Transporte de Florida: _____

Nombre y Nº telefónico del Administrador de Reubicación de Distrito del Departamento de Transporte de Florida:

Por favor utilice los siguientes números al llamar al Departamento para consultar sobre su reubicación.

W.P.I./Segmento Nº: _____

Distrito gobernante: _____

F.A.P. No.: _____

Carretera estatal Nº: _____

Condado: _____

Nº parcela/ Reubicación: _____

Para algunos proyectos el Departamento puede contratar a una empresa calificada para que en representación del Departamento le ayude a usted con la reubicación. En dichos proyectos el nombre de la empresa aparecerá abajo. Incluso si existe un contrato de este tipo para este proyecto, usted todavía podrá dirigirse al Departamento de Transporte a través de la dirección y el teléfono indicados anteriormente, en caso de que usted lo considere necesario.

Nombre de la empresa que representa al Departamento de Transporte

Dirección de la empresa

Nº telefónico

DERECHOS DE APELACIÓN

Si usted no está de acuerdo con los criterios de elegibilidad o con el monto del pago que el Administrador de Reubicación del Distrito ha determinado para su caso, usted tiene derecho a presentar una apelación.

Deberá presentar la apelación por escrito en un lapso máximo de sesenta (60) días contados a partir de la fecha en que usted reciba la notificación por escrito de que su reclamo ha sido negado por el Administrador de Reubicación del Distrito. Solicítele al agente el formulario de apelación No. 575-040-25. Deberá enviar su apelación a la siguiente dirección:

Florida Department of Transportation
State Relocation Administrator
605 Suwannee Street, Mail Station 22,
Tallahassee, Florida, 32399-0450

Si el Administrador de Reubicación Estatal rechaza su reclamo, le informará sobre el derecho que usted tiene de apelar esa decisión ante el secretario de actuaciones de la entidad, de conformidad con la Sección 120.57 de los Estatutos de Florida. Este procedimiento dará lugar a una audiencia administrativa o acción legal informal ante un funcionario imparcial designado para el caso.



4. Honorarios de abogados u otros costos por la preparación de reclamos de pago por reubicación o representación legal durante una apelación de reubicación;
 5. Gastos de búsqueda de una vivienda de reemplazo;
 6. Costos de almacenamiento de bienes personales en inmuebles que la persona desalojada ya posee o tiene alquilados;
 7. Depósitos reembolsables de servicios públicos o de seguridad.
- El agente le suministrará información adicional, servicios de asesoramiento y los formularios y asistencia que usted necesite para presentar su reclamo. Si usted es propietario, se le permitirán hasta 18 meses a partir de la fecha en que se muda o 18 meses a partir de la fecha de pago de adquisición final, para presentar un reclamo por los gastos de mudanza. No obstante, se le recomienda que presente su reclamo lo más pronto posible.

- 1. Costo de mudanza de estructuras, mejoras u otros bienes muebles comprados por el Departamento, pero retenidos por la persona desplazada;
- 2. Intereses sobre préstamos solicitados para cubrir los gastos de mudanza;
- 3. Lesiones personales;

COSTOS DE MUDANZA NO REEMBOLSABLES

- 4. Desconexión, desmontaje, remoción, montaje y reinstalación de aparatos domésticos y otros bienes muebles;
- 5. Almacenamiento de bienes muebles por un máximo de doce (12) meses a criterio del Departamento, si no es posible la ocupación inmediata del sitio de reubicación por motivos ajenos al propietario o arrendatario desplazado;
- 6. El seguro por valor de reposición de bienes relacionado con la mudanza;
- 7. Valor de reposición de bienes que sufran pérdida, robo o daño durante la mudanza por motivos ajenos al propietario cuando no se disponga de cobertura de un seguro;
- 8. Los costos reales razonables de comidas y alojamiento cuando el Departamento los considere necesarios. Por ejemplo, cuando no sea posible la ocupación inmediata de la vivienda de reemplazo;
- 9. Costos reales razonables por la reinstalación de un dispositivo existente como parte integral de un bien mueble, pero sólo si se trata como dispositivo en el avalúo. Por ejemplo, el cableado de un sistema de seguridad;
- 10. Otros gastos de mudanza determinados por el Departamento.

MUDANZA POR CUENTA PROPIA (GASTOS DOCUMENTADOS)

Usted mismo puede hacer su mudanza y guardar todos los comprobantes, facturas, alquiler del vehículo para la mudanza, etc., para usarlos como documentación al presentar el reclamo por el reembolso de los costos reales y razonables de la mudanza realizada por cuenta propia. Si se determina que un reclamo de reembolso no es razonable, el Departamento puede obtener presupuestos, basados en un inventario previo a la mudanza, de firmas de mudanza calificadas con licencia. El pago de la mudanza por cuenta propia será el menor del presupuesto de mudanza o los gastos reales documentados.

Usted deberá hacer inventarios antes y después de la mudanza, los cuales deberán estar firmados por usted y el agente de reubicación.

Nota: Si los ocupantes de la residencia no son desplazados, pero existen bienes muebles en el área desalojada que deban ser trasladados, el costo del traslado podrá ser reembolsado basándose solo en gastos propios debidamente documentados o en un presupuesto comercial o del Departamento.

COSTOS DE MUDANZA REEMBOLSABLES

Los siguientes gastos de mudanza pueden ser reembolsables si son los costos reales razonables y necesarios ocasionados cuando se utiliza una firma comercial o se hace la mudanza por cuenta propia con gastos reales documentados:

1. Transporte de desplazados residenciales al sitio de reubicación, incluido el transporte especial en ambulancia, basado en cargos razonables reales para dicho transporte comercial;

2. Transporte de bienes muebles en una distancia no mayor a 50 millas (en circunstancias especiales, el distrito puede aprobar una mudanza mayor a 50 millas);

3. Empacado, embalaje, desempacado y desembalaje de bienes muebles;

ESTIMADO DE ASIGNACIÓN DE PAGO FIJO

trasladarse. El Departamento puede permitir un aumento en el número de habitaciones cuando una habitación contenga suficientes artículos para constituir una habitación adicional. Una habitación se define como una sección completamente cerrada (que no sea un armario ni un baño) dentro de una estructura a la cual se accede a través de una puerta. Una habitación también puede ser un área que no está completamente cerrada pero que se usa con una función separada y distinta. Por ejemplo, en una “habitación mayor” que contiene un estar y un comedor, cada área puede ser contada como habitación separada aunque no haya paredes que las dividan.

El monto de reembolso se basará en el número de habitaciones de su vivienda actual.

Si usted opta por un pago fijo, no se le exigirá preparar inventarios, obtener presupuestos ni presentar comprobantes de gastos, a menos que se haya modificado el número de habitaciones. Otros costos relacionados, como el almacenamiento, transporte al nuevo inmueble, seguro, etc. no son elegibles según el estimado de pago fijo.

Si usted es dueño del mobiliario:

Número de habitaciones	Monto de pago fijo
1.....	\$ 750.00
2.....	\$ 900.00
3.....	\$ 1075.00
4.....	\$1,250.00
5.....	\$1,400.00
6.....	\$1,550.00
7.....	\$1,600.00
8.....	\$1,850.00
Cada habitación adicional.....	\$ 300.00

Si usted *no* es dueño del mobiliario:

Número de habitaciones	Monto de pago fijo
Primera habitación.....	\$ 500.00
Cada habitación adicional.....	\$ 150.00

Con la aprobación previa del Departamento, usted podría recibir un pago por otros costos, tales como el transporte hasta una nueva ubicación, seguro de mudanza y almacenamiento de bienes muebles.

Las personas desplazadas pueden escoger utilizar una “mudanza comercial” u optar por una de las opciones de “mudanza por cuenta propia”. Cualquiera que sea la opción que escoja, asegúrese de comentarla con su agente de reubicación.

MUDANZA COMERCIAL

Usted puede contratar una firma comercial para que se encargue de toda la mudanza.

Debe hacerse un inventario de todos los bienes personales antes de que comience la mudanza (inventario previo) y después de terminar la mudanza (inventario posterior). Usted debe firmar el inventario para certificar que es fiel y exacto.

Deberá solicitar presupuestos de mudanza. Según la complejidad de la mudanza, el Departamento exigirá uno o dos presupuestos. En los casos en que se obtengan dos presupuestos, el reembolso se limitará al monto del más bajo. Usted no tiene que elegir a la empresa de mudanzas que presente el menor presupuesto, pero el reembolso que le pagará el Departamento se basará en el presupuesto más bajo.

Otros costos relacionados ocasionados por la mudanza que no fueron considerados en el presupuesto pueden ser reembolsados con la aprobación del Departamento. Para ello, usted deberá guardar todas las facturas y demás documentos comprobantes de estos gastos, los cuales presentará al hacer su reclamo ante el Departamento. Asimismo, en este folleto, hay una lista de los gastos elegibles y no elegibles que usted puede consultar. De ser necesario, su agente puede explicarleslos.

MUDANZA POR CUENTA PROPIA (ESTIMADO DE COSTOS FIJOS DE MUDANZA)

El estimado es una determinación precalculada de los gastos de mudanza, elaborada por la Administración Federal de Autopistas, basada en el número de habitaciones de bienes personales que deben

Si el cálculo del suplemento para alquiler es menor a \$7,200, el Departamento tiene potestad de aumentar el monto hasta \$7,200, siempre que todo el monto sea usado para la cuota inicial y gastos incidentales de la compra de una vivienda de reemplazo.

Por ejemplo, su suplemento para alquiler permitido es de \$6,000 y usted encuentra una casa que le gustaría comprar por \$100,000. Si usted compra la casa de \$100,000, una cuota inicial del diez por ciento (10%) equivaldría a \$10,000. En este ejemplo, su suplemento para alquiler de \$6,000 puede aumentar hasta los \$7,200, siempre que todo el pago de \$7,200 sea invertido en el precio de compra.

Usted será responsable de todos los gastos que superen los \$7,200 y debe reunir los requisitos necesarios para obtener una hipoteca. (Esto significa que usted debe demostrarle al acreedor hipotecario que cuenta con suficientes ingresos para cubrir sus cuotas mensuales de pago de capital, intereses, impuestos y seguro de conformidad con buenas prácticas crediticias).

Antes de celebrar cualquier acuerdo o contrato de venta de una casa, casa rodante o terreno en el que usted esté planeando usar los fondos de la reubicación, deberá comunicarse con su agente de reubicación y discutir la compra que tiene planeada. El agente debe inspeccionar y certificar que el inmueble cumpla con los requerimientos de vivienda decente, segura e higiénica y garantizar que los fondos de la reubicación se utilicen correctamente.

Usted también deberá presentarle al Departamento una copia del contrato de compra legalizado y el acta de cierre que muestre el precio de compra y los costos incidentales.

REEMBOLSO DE LOS COSTOS DE MUDANZA

El Departamento reembolsará los costos reales, razonables y necesarios de trasladar a las personas o bienes muebles de un inmueble adquirido por el Departamento de Transporte de Florida.

Su propósito: El suplemento para alquiler puede convertirse en una cuota inicial para permitirle a una persona desplazada comprar una vivienda de reemplazo como método de promover la tenencia de vivienda propia.

¿Quiénes pueden obtener este beneficio? El arrendatario y el propietario que hayan ocupado la vivienda desalojada, antes de que el Departamento haga su oferta inicial de compra del inmueble, y que sean considerados elegibles para recibir un pago de asistencia para alquiler. **Excepto;** un propietario que haya ocupado la vivienda desalojada por 90 días o más antes de que el Departamento presente su oferta de compra no es elegible para este tipo de pago.

SUPLEMENTO PARA CUOTA INICIAL

#1 Alquiler comparable y servicios	\$1,300.00
Su monto de vivienda de reemplazo y servicios.....	\$1,275.00
Su monto actual por alquiler y servicios	\$ 1,250.00
El suplemento para alquiler mensual es de.....	\$25.00
Multiplicado por 42 meses.....	X 42
Suplemento total para alquiler.....	\$1,050.00

Ejemplo # 7

Recibirá un suplemento para alquiler basado en la diferencia real entre su alquiler mensual de base y el promedio de servicios establecido para la vivienda desalojada y la vivienda real ocupada.

¿Qué pasa si alquilo una vivienda que cueste menos que la vivienda de reemplazo comparable?

alquiler y servicios. En vez del diferencial de alquiler de \$ 150/mes mostrado en el ejemplo #5, el diferencial mensual cambiaría a \$325/mes. El desplazado sería responsable de los \$ 175/mes adicionales que totalizan \$7,350 por encima del período elegibilidad de 42 meses.

• Alquiler mensual del inmueble adquirido (incl. servicios) \$1,100.00

Equivalente al diferencial de alquiler.....\$150.00
Multiplicado por 42 meses X42
Suplemento total para alquiler.....\$6,300.00

O

Ejemplo #6 (Usando un alquiler justo de mercado)

Alquiler comparable y servicios\$1,250.00
MENOS
Alquiler mensual de base
El menor de:

-Ingreso anual del hogar del desplazado\$52,000.00
-30% del ingreso mensual del hogar (52,000/12 meses. x 30%) \$1,300.00
- Bajo ingreso según el Estudio de Límites de Ingresos del HUD\$47,250.00

O

Alquiler mensual del inmueble adquirido (incl. servicios)..... \$1,100.00
Equivalente al diferencial de alquiler.....\$150.00
Multiplicado por 42 meses X42
Pago máximo\$6,300.00

¿Qué pasa si yo decido alquilar una vivienda más costosa que la vivienda comparable?

Si usted alquila una vivienda que cueste más que la vivienda de reemplazo comparable ofrecida por el Departamento, usted deberá pagar la diferencia de alquiler y servicios.

El propósito de un suplemento para alquiler es proporcionarle una vivienda de reemplazo comparable a su vivienda actual. Por lo tanto, una vivienda de reemplazo que **exceda** el costo de una vivienda comparable decente, segura e higiénica no puede ser parte del suplemento.

Digamos que la persona desplazada de verdad alquila una vivienda de reemplazo decente, segura e higiénica que cuesta \$1,350 mensuales entre

personas que se niegan a suministrar constancia apropiada de ingresos o personas que son dependientes);

O

3.) El total de los montos destinados para refugio y servicios si la persona desplazada está recibiendo pago de asistencia social de un programa que destina los montos para refugio y servicios.

¿Cómo se calcula el suplemento para alquiler?

Digamos que su alquiler actual es de \$950.00 mensuales y que los gastos por servicios suman en promedio \$150.00 al mes, lo que equivale a un pago total de alquiler de \$1100.00. El Departamento ha determinado que existe una vivienda de reemplazo decente, segura e higiénica, comparable a su vivienda actual, que cuesta \$ 1.025,00 al mes más \$ 150 mensuales por los servicios, lo que equivale en total a \$ 1.175,00. Digamos que el ingreso anual total de su hogar es \$41,000, lo que está por debajo de los parámetros del Estudio Anual de Límites de Ingresos del HUD para su área (\$47,250), y el 30% del ingreso mensual de su hogar sería \$1,025.00. Por lo tanto, el cálculo sería el siguiente:

Ejemplo #5 (Usando el ingreso bajo del desplazado)

Alquiler comparable y servicios	\$1,175.00
MENOS	

Alquiler mensual de
base
El menor de:

- 30% del ingreso del hogar si se clasifica como de bajos ingresos por el Estudio Anual de Límites de Ingresos del HUD (\$47,250.00).

Ingreso anual del hogar del desplazado =	\$41,000.00
.....	\$1,025.00

O

SUPLEMENTO PARA ALQUILER

¿Quiénes pueden obtener este beneficio? Los propietarios y

arrendatarios que ocupan la vivienda adquirida como su domicilio legal permanente antes de que el Departamento haga su oferta inicial de compra.

Su propósito: Ayudar a las personas desplazadas a reubicarse en una vivienda de reemplazo asequible comparable a su vivienda actual.

Un suplemento para alquiler refleja la diferencia en los montos que se pagan por el alquiler y el promedio de los costos mensuales de los servicios públicos en el inmueble actual, comparados con el costo de una vivienda de alquiler similar, incluidos los costos mensuales por servicios y luego multiplicado por un lapso de tiempo.

El monto de alquiler mensual de base que se usa para la vivienda desplazada se calculará mediante los siguientes métodos y se usará aquel que dé un resultado menor. Usar el monto menor es más ventajoso para usted.

1.) El costo mensual promedio de alquiler y servicios en la vivienda desplazada por un período razonable de tiempo antes del desalojo. Será necesario que un perito calificado establezca una determinación del alquiler justo de mercado para las personas desplazadas que posean/ocupen el inmueble desalojado. Para un arrendatario que pagó poco o nada de alquiler por la vivienda desalojada, igualmente se establecerá una determinación del alquiler justo de mercado, a menos que su uso resultara en penurias debido a los ingresos personales u otras circunstancias.

O

2.) Treinta (30) por ciento del ingreso mensual bruto del hogar de la persona/familia desplazada si el monto es clasificado como “ingresos bajos” por el Departamento de Vivienda y Desarrollo Urbano de EE.UU., en su Estudio Anual de Límites de Ingresos para las viviendas públicas y los programas de la Sección 8. (El alquiler mensual de base se deberá establecer solamente con los criterios indicados en el párrafo 1 de arriba, para personas con ingreso superior a los límites bajos del estudio, para las

Si el Departamento le paga a usted \$191,000 por su inmueble, en vez de la oferta inicial de \$180,000, el suplemento para compra deberá ser ajustado.

\$205,000	Precio del inmueble comparable de reemplazo
<u>\$191.000</u>	Precio real que el Departamento pagó por su inmueble actual
\$ 14,000	Monto ajustado del suplemento para compra permitido

El suplemento para compra, tal como se calculó en el primer ejemplo en el que el Departamento pagaba \$180,000 por el inmueble desalojado, quedará reducido de \$25,000 a un suplemento para compra de \$14,000.

¿Qué pasa si yo obtengo una nueva hipoteca y las tasas de interés actuales son más altas?

Si existe una hipoteca sobre el inmueble que adquiere el Departamento durante por lo menos 180 días antes de que se haga la oferta inicial de compra, el Departamento calculará un pago diferencial de intereses hipotecarios. El pago se basará en el saldo más bajo entre la antigua hipoteca y la nueva para el período restante menor entre la antigua nueva hipoteca. El monto del pago puede usarse como pago hipotecario inicial para mantener constante el pago mensual de capital e intereses para el lapso de la nueva hipoteca.

El Departamento también le reembolsará los costos necesarios y razonables en que usted haya efectivamente incurrido con motivo de la compra de una vivienda de reemplazo. Estos costos incluyen los gastos usuales que hace el comprador, tales como la preparación de la escritura, obtención de una hipoteca, seguro del título, levantamiento topográfico, informes de crédito, avalúo, inspección de termistas, tarifa de tramitación, timbres para los documentos que no excedan el costo del inmueble comparable, y una inspección de la solidez estructural del inmueble. Los costos de cierre se limitan al valor más bajo de la vivienda de reemplazo comparable seleccionada por el Departamento o la vivienda de reemplazo efectivamente comprada.

Ejemplo # 2

Si usted compra una casa de \$215,000, en vez de los \$205,000 de la casa comparable, lo que implica una diferencia de \$10,000, usted será responsable por el costo adicional.

Usted todavía recibirá el monto calculado entre su inmueble actual y los \$205,000 del inmueble comparable seleccionado por el Departamento.

\$215,000	El precio de la casa de reemplazo que usted elija
\$205,000	Costo de la casa comparable
\$ 10,000	Costo adicional que debe pagar el desplazado

No varía el suplemento para compra basado en el inmueble comparable del ejemplo número uno.

(Según el ejemplo # 1, el monto de \$25,000 del suplemento para compra no cambiaría).

¿Qué pasa si compro una vivienda que cueste menos que la vivienda comparable que encuentre el Departamento?

Usted recibirá un suplemento para compra calculado según el precio real que usted pague por la vivienda de reemplazo, menos el monto pagado por su inmueble actual.

Ejemplo # 3

Si usted compra una casa de reemplazo de \$188,000, después de deducir los \$180,000 que paga el Departamento por su casa actual, el suplemento para compra que usted recibirá será de \$8,000.

\$188,000	Precio de compra de la casa de reemplazo real
\$180,000	Menos el monto que el Departamento pagó por su casa actual
\$8,000	Máximo suplemento para compra que usted tiene derecho a recibir

¿Qué sucede si el monto de la oferta inicial del Departamento por el inmueble actual de las personas desplazadas aumenta durante un acuerdo negociado o judicial?

El monto del suplemento para compra será ajustado como corresponda.

Suplemento para compra

¿Quiénes pueden obtener este beneficio? Las personas que han poseído y habitado la vivienda desalojada como su domicilio legal permanente durante 90 días como mínimo antes de que el Departamento haga su oferta inicial de compra.

Su propósito: El suplemento para compra permite la adquisición de una vivienda de reemplazo cuando el precio actual de una vivienda de reemplazo comparable que esté disponible (según lo determinado por el Departamento) es mayor que el monto de adquisición pagado por la compra del inmueble desalojado. Un suplemento para compra tiene por finalidad ubicar a las personas nuevamente en una vivienda comparable a aquella de donde fueron desplazadas. Las personas desplazadas tienen la opción de comprar cualquier vivienda que escojan siempre que cumpla con los requisitos de decencia, seguridad e higiene. No obstante, el Departamento debe limitar el monto del suplemento para compra a la diferencia entre lo que el Departamento pagó por su vivienda actual y el valor de un inmueble que el Departamento escoja como más comparable.

Ejemplo # 1

El Departamento encuentra una casa, comparable a la casa en que usted vive actualmente, que cuesta \$205,000. El suplemento para compra se calcula restándole el monto que paga el Departamento por su vivienda actual, digamos \$180,000, al precio de la casa comparable.

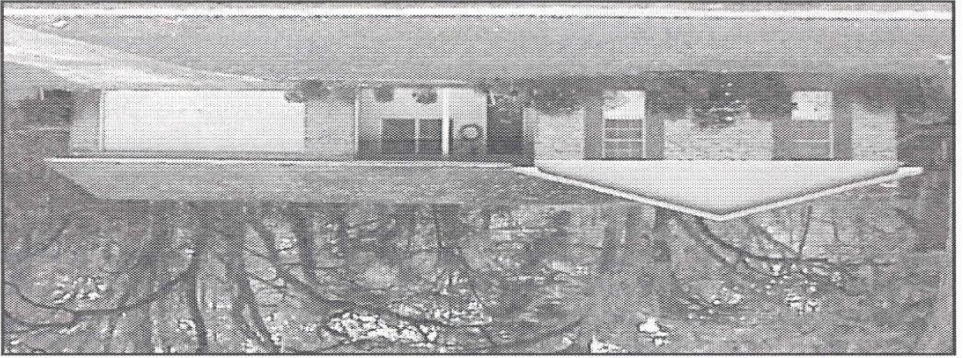
\$205,000	Costo del inmueble comparable de reemplazo
\$180,000	Menos el precio que el Departamento paga por su inmueble actual
\$25,000	Máximo suplemento para compra que usted tiene derecho a recibir

Si usted compra una casa que cueste por lo menos \$205,000 y el Departamento paga \$180,000 por su inmueble actual, usted recibirá un suplemento para compra de \$25,000.

¿Qué pasa si compro una vivienda más costosa que la vivienda comparable que encuentre el Departamento?

El monto del suplemento para compra no cambiará si usted compra una vivienda más costosa.

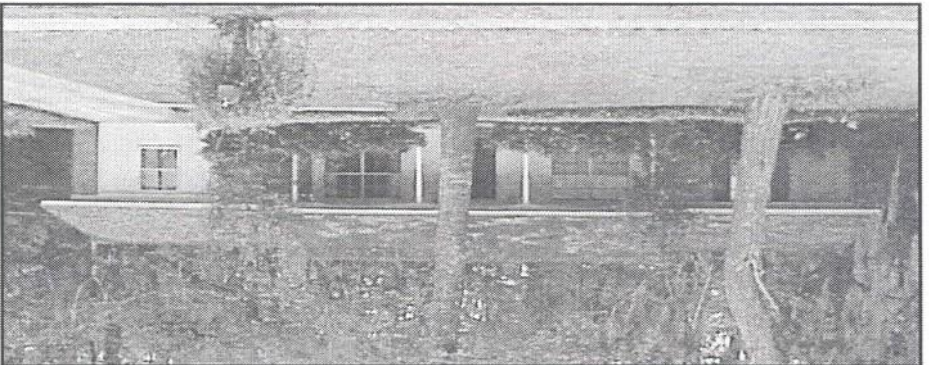
VIVIENDA DE REEMPLAZO



Una vivienda comparable tendrá aproximadamente la misma cantidad de espacio habitable, el mismo número de habitaciones y deberá estar ubicada en un vecindario similar.

Por ejemplo: Si actualmente usted habita una vivienda con tres dormitorios, dos baños, un salón, una sala comedor y una cocina, con 1200 pies cuadrados, una vivienda comparable tendrá aproximadamente la misma área en pies cuadrados, tres dormitorios, dos baños, un salón, una sala comedor, etc.

VIVIENDA DESALOJADA



Requisitos de elegibilidad para el pago de vivienda de reemplazo

El pago de una vivienda de reemplazo permite que las personas desplazadas adquieran una residencia sustituta comparable a la vivienda en la que usted habita para el momento en que se le exige mudarse (inmueble desalojado). Puede ser en forma de lo que se llama un suplemento para compra o un suplemento para alquilar.

El tiempo que usted haya ocupado su residencia actual (domicilio) determina su elegibilidad para un pago de vivienda de reemplazo. La determinación se basa en el número de días que usted ha ocupado la residencia desalojada antes de que el Departamento presente su oferta inicial de compra. También tiene que alquilar o comprar una vivienda de reemplazo y ocuparla en un lapso de 12 meses a partir de fechas específicas a fin de recibir un pago de ayuda para vivienda de reemplazo. Su agente determinará y le explicará cómo califica usted.

Usted es un residente propietario con 90 días de ocupación si el inmueble ha estado en su propiedad y ha sido su domicilio continuamente durante por lo menos 90 días (aproximadamente 3 meses) antes de que el Departamento haga su primera oferta por escrito para adquirir el inmueble. Igualmente debe vivir en el inmueble para el día en que el Departamento haga su primera oferta para adquirir el inmueble.

Usted es un residente con 90 días de ocupación si usted es el arrendatario (inquilino) del inmueble y ha vivido en el mismo como su domicilio continuamente durante por lo menos 90 días antes de que el Departamento haga su primera oferta por escrito para adquirir el inmueble. Usted igualmente debe vivir en el inmueble para el día en que el Departamento haga su primera oferta para adquirir el inmueble.

Vivienda de reemplazo comparable

Si usted es desplazado de su residencia, el Departamento tiene que ofrecerle una vivienda de reemplazo comparable.

Asistencia para necesidades especiales

Si usted requiere asistencia especial, su agente de reubicación hará todo lo que esté a su alcance para orientarlo a fin de obtener los servicios de otras organizaciones, tales como los Departamentos de Servicios para Niños y Familias, para Personas Mayores, Asuntos Comunitarios, organizaciones benéficas locales, programas de préstamo y vivienda, etc., que están capacitados profesionalmente para ayudarle.

Vivienda decente, segura e higiénica (Vivienda DS&S)

Antes de firmar un contrato para la compra o alquiler de una nueva vivienda, usted debe pedirle al agente de reubicación que realice una inspección de la propiedad para determinar que cumpla con los requisitos para viviendas decentes, seguras e higiénicas (DS&S, por sus siglas en inglés). El incumplimiento de esta norma puede poner en peligro sus beneficios.

Una residencia decente, segura e higiénica tiene las siguientes características:

- Espacio adecuado suficiente para alojar a las personas que viven con usted.
- Sistema eléctrico adecuado y seguro.
- Sistema de calefacción adecuado (capaz de mantener una temperatura de aproximadamente 70 grados).
- Suministro de agua potable y segura, de agua fría y caliente.
- Conexiones apropiadas al suministro de agua y el sistema séptico.
- Espacio para estufa y refrigerador y las conexiones para los servicios.
- Iluminación adecuada.
- Puertas seguras y sin obstrucción.
- Estructura debidamente ventilada y estructuralmente segura.
- Bañera o ducha y un baño privado.

Notificación anticipada

Todos los desplazados recibirán una notificación por escrito por lo menos noventa (90) días antes de la fecha en que se requiere el desalojo.

El programa de reubicación es su

derecho

El programa de asistencia para la reubicación es un derecho diseñando para ayudar a las personas desplazadas de sus hogares por un proyecto de transporte. Las disposiciones del programa abarcan la búsqueda de vivienda de reemplazo asequible y reembolso de los gastos de mudanza. La elegibilidad para recibir un pago para una vivienda de reemplazo o un reembolso de los gastos de mudanza está determinada por la necesidad particular de cada desplazado, de acuerdo con normas estatales y federales específicas. Su derecho de reubicación es un beneficio no negociable y no permite un pago a un tercero que lo represente.

Los pagos por reubicación no afectan otros derechos

Si usted es elegible actualmente para recibir asistencia por el seguro social, un fondo de bienestar social o algún otro tipo de asistencia, el pago por reubicación que usted reciba no afectará esos beneficios. Asimismo, los pagos recibidos por el programa de asistencia para la reubicación no son considerados como ingresos según el Código de Rentas Internas.

Vivienda justa

El Departamento cumple con el Título VIII de la ley de Derechos Civiles de 1968 y sus enmiendas, el cual establece como ilegal las prácticas discriminatorias en la compra y alquiler de viviendas, si las mismas se basan en raza, religión, sexo o nacionalidad de origen.

El Departamento

En este folleto, el término “Departamento” se refiere al Departamento de Transporte

?Es usted un desplazado?

(Desalojado)

Toda persona que reciba notificación por escrito del Departamento en la que se le informe que tiene que mudarse del inmueble que el Departamento va a adquirir se denomina “desplazado” o “desalojado” y puede ser elegible para recibir beneficios de asistencia de reubicación.

Excepción, según el Derecho Público 105-117, promulgado el 2 de noviembre de 1997, toda persona extranjera con permanencia ilegal en los Estados Unidos no tiene derecho a los servicios de asesoramiento para la reubicación ni a los pagos compensatorios por reubicación, a menos que la carencia de tal elegibilidad resultase en penurias excepcionales y poco comunes para un cónyuge, padre o hijo que si califique, tal como se define en el reglamento 49 CFR Parte 24.208(h).

Un agente de reubicación le contactará

En las etapas iniciales de un proyecto, ciertas actividades en el área, tales como reuniones públicas del Departamento de Transporte o trabajos de topografía, pueden provocar especulación, rumores y ansiedad acerca de la ubicación de las nuevas vías de transporte y a quiénes afectarán. Estas actividades pueden ocurrir mucho antes de que el Departamento siguiera comience a adquirir el derecho de vía necesario para el proyecto. Si usted es un desplazado, un agente que representa al Departamento se reunirá con usted personalmente para explicarle con todo detalle el programa de reubicación. El agente trabajará con usted y le orientará durante todo el proceso de reubicación. Se le recomienda que trabaje estrechamente con su agente para asegurarse de recibir el máximo de todos los beneficios de reubicación que le corresponden.

Programa de Asistencia para la Reubicación del Departamento de Transporte de Florida

Ley de 1970 sobre políticas de asistencia para la reubicación
uniforme y adquisición de inmuebles

Derecho Público 91-646, según enmienda, para programas
federales y de asistencia federal, reglamento 23 CFR y 49 CFR, Sección
24. Secciones 334.048, 339.09 y 421.55, Norma de Estatutos de Florida
14-66, Código Administrativo de Florida

Debido al rápido crecimiento de Florida, se hace necesario un sistema de transporte moderno que garantice recorridos seguros. Estos proyectos de transporte tan necesarios a veces requieren la reubicación de una porción pequeña de la población.

El Departamento de Transporte de Florida desea garantizar que las personas reciban un trato justo cuando se les exige mudarse de su hogar para permitir la construcción de vías de transporte. Ningún residente de Florida debe recibir una porción desigual de la carga por un proyecto de transporte diseñado para el bienestar de todos.

Índice del contenido

El programa de reubicación es un derecho.....	5
Efectos sobre otros beneficios	5
Vivienda justa.....	5
Asistencia para necesidades especiales.....	6
Vivienda decente, segura e higiénica.....	6
Requisitos de elegibilidad para el pago de vivienda de reemplazo.....	7
Vivienda de reemplazo comparable.....	7
Suplemento para compra.....	9
Suplemento para alquiler.....	12
Suplemento para cuota inicial.....	15
Reembolso de los costos de mudanza.....	16
Derechos de apelación.....	22
Dirección y teléfono del Departamento de Transporte.....	23



REUBICACIÓN RESIDENCIAL

SEGÚN EL PROGRAMA DE ASISTENCIA PARA LA REUBICACIÓN



DEPARTAMENTO DE TRANSPORTE DE FLORIDA
01 DE AGOSTO 2015

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019

TYPE OF AGENDA ITEM: Action Item

TO: City Council

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

FROM: Noell Bell, Chief Building Inspector
Louis Zunguze, Community Development Director

DATE: January 12, 2019

SUBJECT: First reading of Ordinance 19-01-LC - Provides for an amendment to Land Development Code Section 9.06.04., relating to the location of swimming pools

I. BACKGROUND: Currently, the Land Development Code does not provide the flexibility to allow swimming pools that either are partially outdoors and partially indoors, or partially under covered structures.

Rather, current Section 9.06.04 of the Land Development Code requires all portions of a swimming pool located outside of a building to be located no less than three (3) feet from the nearest building, measured from the building to the pool's water edge. Additionally, any proposed pool also must be located a minimum of 4 feet from any property line.

At prior direction of the City Council, staff has prepared the proposed ordinance in order to allow such flexibility.

On January 17, 2019, the proposed ordinance was reviewed by the LPA, which recommended approval.

II. DISCUSSION: The proposed Ordinance 19-01-LC modifies the language in Section 9.06.04 of the Land Development Code. From a planning perspective, setbacks are required primarily to ensure that the development and use of a property does not infringe on the rights of neighbors. For this reason, the proposed Ordinance maintains the requirement of four (4) feet of unobstructed clearance from the property line to the pool's water edge.

Because design and construction standards are set forth in the Florida Building Code; (Commercial/Multi family, section 454 and The Florida Residential Code; One and Two Family Dwellings, chapter 45 in relation to the pool's distance to a building or structure), it is unnecessary to provide a similar requirement in the Land Development Code. For this reason, the remainder of the original language requiring three (3) feet from the pool's water edge to the building has been removed.

- A. **Link to Strategic Goals / Objectives:** Proposed Ordinance No. 19-01-LC is consistent with Policy 1-1.1.1: Urban Design Standards and Design Criteria.
- B. **Effect on Budget (EOB):** There is not any anticipated effect on the budget.
- C. **Level of Service (LOS):** Not applicable.

III. **CONCLUSION:**

Due to the proposed Ordinance 19-01-LC being consistent with the Comprehensive Plan, modifying LDC language to allow for more innovative pool designs, still maintaining an adequate setbacks from all property lines, Staff recommends approval of Ordinance 19-01-LC, Location of Swimming Pools.

IV. **RECOMMENDED MOTION:** I move to approve Ordinance 19-01-LC on first reading, and direct staff to advertise for second reading.

Attachments:

1. Feb 19 Pool Ordinance for First Reading

ORDINANCE 19-01-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO THE LOCATION OF SWIMMING POOLS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AN AMENDMENT TO LAND DEVELOPMENT CODE SECTION 9.06.04; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

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

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council deems it necessary for the purpose of promoting the health, safety, morals, and general welfare of the City of Destin and its people to amend its present Land Development Code; and

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

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

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

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

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

SECTION 3. AMENDMENT OF LAND DEVELOPMENT CODE SECTION 9.06.04

Section 9.06.04 of the Land Development Code is hereby amended as follows:

~~E. Location. No portion of a swimming pool outside a building shall be located at a distance - less than three feet from a building measured from the building to the water's edge. Also, no~~

~~portion of a swimming pool outside a building shall be located at a distance less than four feet from any side or rear property line, or building line measured from the property line to the water's edge.~~

E. Location. All pools shall maintain a minimum of a four (4) foot unobstructed clearance from any property line, measured from the property line to the pool's water edge.

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

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

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

ADOPTED THIS ____ DAY OF MARCH, 2019.

By: _____
Gary Jarvis, Mayor

ATTEST:

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

Kimberly Romano Kopp, Land Use Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: February 12, 2019

SUBJECT: First reading of Ordinance 18-30-LC - Creates definitions for commercial uses, commercial special events and commercial special event venues. Provides for amendments to Articles 3, 7 and 9 of the Land Development Code; amending Table 7-2, Table of Allowable Uses in zoning districts to prohibit commercial special event venues in all residential districts.

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

The LPA considered this Ordinance on January 17, 2019, and recommended approval.

II. DISCUSSION:

Ordinance 18-30-LC is now before the City Council for consideration on first reading. The proposed Ordinance 18-30-LC provides that advertising or marketing for a commercial special event in a residential zoning district is prima facie evidence of illegal commercial activity in a residential zoning district, and is a violation of Chapter 7 of the Land Development Code. It further provides that such code violations are subject to enforcement pursuant to Chapter 14 of the City Code of Ordinances and to enforcement by any other means available to the City at law or in equity.

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

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

Commercial special events: Any wedding or wedding reception, bachelor party, family reunion, class

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

1. The holding of two or more weddings or wedding receptions at the premises within any given twelve (12) month period is prima facie evidence that the event is a commercial special event.
2. The holding of two or more company banquets, retreats, and/or picnics at the premises within any given twelve (12) month period is prima facie evidence that such events are commercial special events.

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

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

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

A. Link to Strategic Goals / Objectives:

Goal 1-1, Urban Form; Comprehensive Plan Future Land Use Element.

OBJECTIVE 1-1.2: Residential Quality; Comprehensive Plan, Future Land Use Element.

Policy 9.05.00. - Conserve established residential neighborhoods; Comprehensive Plan, Future Land Use Element.

B. Effect on Budget (EOB): Other than the costs involved with code compliance, there is not anticipated to be an effect on budget.

C. Level of Service (LOS): Not applicable.

III. CONCLUSION:

While the City's residential zoning districts currently prohibit nonresidential activities, and therefore, the Code already prohibits commercial special events from being held in residential areas, the City Council has directed staff to clarify the Code on these points due to the increase in commercial activities in residential districts within the City and in order to clarify existing City codes. Based on this direction, staff and legal have prepared Ordinance 18- 30-LC, which is now before Council on first reading.

IV. RECOMMENDED MOTION: I move to approve Ordinance 19--LC on first reading, and direct staff to advertise the Ordinance for second reading;

or

I move to deny Ordinance 19-LC on first reading, and direct staff to take no further action on the Ordinance.

Attachments:

1. 18-30-LC_Commercial Events_Feb
19 2019 First Reading

ORDINANCE NO. 18-30-LC

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

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

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

SECTION 2. FINDINGS OF FACT.

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

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

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

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

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

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

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

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

WHEREAS, public hearings have been conducted by the City Council after due public notice; and

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

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

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

* * *

Article 3. DEFINITIONS.

* * *

3.00.01. DEFINITIONS.

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

* * *

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

- a. The holding of two or more weddings or wedding receptions at the premises within any given twelve (12) month period is prima facie evidence that the events are commercial special events.
- b. The holding of two or more company banquets, retreats, and/or picnic at the premises within any given twelve (12) month period is prima facie evidence that such events are commercial special events.

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

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

to section 9.06.06 of this code are specifically excluded from this definition.

* * *

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

* * *

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

* * *

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

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

* * *

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

1. Any advertising or marketing for a commercial special event in a residential zoning district is prima facie evidence of illegal commercial activity in a residential zoning district, and is a violation of Chapter 7 of the Land Development Code. Such code violations are subject to enforcement pursuant to Chapter 14 of the City Code of Ordinances and to enforcement by any other means available to the City at law or in equity.
2. Notwithstanding any other provision of this ordinance, contracts that were pre-existing as of the enactment of this Ordinance 18-30-LC, (hereinafter “Pr e -existing Contracts”) are exempt from the provisions of this ordinance for a period of one (1) year. All bookings made subsequent to the enactment of this ordinance are subject to the provisions of this ordinance. All advertising must be compliant within one hundred twenty (120) days of the effective date of this ordinance.

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

- i. Copy of deposit or payment information evidencing that the agreement

was a Pre-existing Contract.

- ii. Copy of e-mail or other communication evidencing a binding Pre-existing Contract.
- iii. Information from the property owner confirming that there was a binding agreement in a time frame to make the agreement as Pre-existing Contract under this section.

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

* * *

TABLE 7-2: TABLE OF ALLOWABLE USES																													
	B E	L D R - V	L D R - H I	L D R - H	M D R - V	M D R - H I	H D R	C B N	C L	C G	C T S	R O I- G D	R O I- T D	R O I- V R	R O I- C B R	C B R	T C M U	C M U	S H M U	N H M U	G R M U	H I M U	B R M U	I N	A	I N S T	R E C	C O N	
Sector 53 Real Estate and Rental and Leasing																													
531 Real Estate services										P	P	P	P	P		P	P	P	P	P	P	P	P	P					
531120 Commercial Special Event Venue											P						P	P	P	P	P	P	P	P					

* * *

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

* * *

ARTICLE 9. HOUSING.

* * *

9.06.06. Home Occupations -Standards.

* * *

C. Prohibited home occupations.

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

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

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

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

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

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

ADOPTED THIS ____ DAY OF MARCH, 2019 .

By: Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

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

Kimberly Romano Kopp, Land Use Attorney

Rey Bailey

From: Wallace, Celeda <Celeda.Wallace@dep.state.fl.us>
Sent: Monday, February 4, 2019 3:25 PM
To: Gary Jarvis
Cc: Rey Bailey
Subject: [ArcMail Restored] BOT 461276459 City of Destin, Florida (Submerged Lands Easement Renewal)
Attachments: A-461276459 City of Destin Florida (Public Easement Renewal) tls signed.pdf

Good Afternoon Mayor Jarvis:

I am with the Department of Environmental Protection in Tallahassee. Please find attached, the **Submerged Lands Easement renewal** for **BOT 461276459 City of Destin, Florida**. The easement requires acceptance by your notarized signature as mayor (two witnesses required). Pursuant to Chapter 695, Florida Statutes, the name(s) of the person(s) executing the instrument, the two witnesses, and the notary public must be legibly printed or typewritten directly below the signatures. The original easement should be returned to our office for final departmental execution. An original fully executed easement instrument will be provided to you.

In an effort to provide a more efficient service, the Florida Department of Environmental Protection's Division of State Lands is forwarding the attached document to you by electronic correspondence in lieu of a hard copy through the USPS.

The attached document is in "pdf" format and will require Adobe Reader 6, or later, to open properly. Contact www.adobe.com/products/acrobat/readstep2_allversions.html <<http://www.adobe.com/products/acrobat/readstep2.html>> to download a free copy. Please note that our documents are sent virus free. However, if you use Norton Anti-virus software, a warning may appear when attempting to open the document. Please disregard this warning.

Please mail the easement within 30 days to the following address:

Department of Environmental Protection
Attn: Kathy Griffin
3900 Commonwealth Boulevard
Mail Station 125
Tallahassee, Florida 32399

Please confirm receipt of the easement document by responding to this email.

If you have any questions, feel free to contact me.

Thank you.



Celeda Wallace
Government Operations Consultant II
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, MS 125
Tallahassee, Florida 32399-3000
850-245-2753
celeda.wallace@dep.state.fl.us

Rey Bailey

From: Kyle Bauman <kbauman@asglegal.com>
Sent: Wednesday, February 6, 2019 11:31 AM
To: Rey Bailey; Lance Johnson
Cc: Webb Warren; Kim Montgomery
Subject: RE: BOT 461276459 City of Destin, Florida (Submerged Lands Easement Renewal)

That is correct. Except for that, the document appears to be legally sufficient for execution.

From: Rey Bailey [<mailto:rbailey@cityofdestin.com>]
Sent: Wednesday, February 06, 2019 7:45 AM
To: Lance Johnson <ljohnson@cityofdestin.com>
Cc: Webb Warren <wwarren@cityofdestin.com>; Kyle Bauman <kbauman@asglegal.com>; Kim Montgomery <kmontgomery@cityofdestin.com>
Subject: FW: BOT 461276459 City of Destin, Florida (Submerged Lands Easement Renewal)

Lance:

I've discussed this with Kyle and he suggests we place it under Consent Agenda on Feb. 19th so the council could give the Mayor proper authorization to execute the document. Thanks

Rey

Rey Bailey
City Clerk
City of Destin
Phone: (850)837-4242
Fax: (850) 837-3267
E-Mail: rbailey@cityofdestin.com

From: Wallace, Celeda [<mailto:Celeda.Wallace@dep.state.fl.us>]
Sent: Monday, February 4, 2019 3:25 PM
To: Gary Jarvis
Cc: Rey Bailey
Subject: [ArcMail Restored] BOT 461276459 City of Destin, Florida (Submerged Lands Easement Renewal)

Good Afternoon Mayor Jarvis:

I am with the Department of Environmental Protection in Tallahassee. Please find attached, the **Submerged Lands Easement renewal** for **BOT 461276459 City of Destin, Florida**. The easement requires acceptance by your notarized signature as mayor (two witnesses required). Pursuant to Chapter 695, Florida Statutes, the name(s) of the person(s) executing the instrument, the two witnesses, and the notary public must be legibly printed or typewritten directly below the signatures. The original easement should be returned to our office for final departmental execution. An original fully executed easement instrument will be provided to you.

This Instrument Prepared By:
Celeda Wallace
Action No. 39383
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT RENEWAL

EASEMENT NO. 00005 (3817-46)
BOT FILE NO. 461276459

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to City of Destin, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Section 04,
Township 02 South, Range 22 West, in Old Pass Lagoon,
Okaloosa County, Florida, as is more particularly described
and shown on Attachment A, dated June 17, 1988.

TO HAVE THE USE OF the hereinabove described premises from August 23, 2018, the effective date of this easement renewal, through August 23, 2068, the expiration date of this easement renewal. The terms and conditions on and for which this easement renewal is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for public water circulation and pumping facility. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Destin, Florida
4200 Indian Bayou Trail
Destin, Florida 32541

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____

Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

Original Signature

Print/Type Name of Witness

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State
of Florida. She is personally known to me.

APPROVED AS SUBJECT TO PROPER EXECUTION:



DEP Attorney

1/23/2019

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

City of Destin, Florida

(SEAL)

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

STATE OF _____

COUNTY OF _____

BY:

Original Signature of Executing Authority

Gary Jarvis

Typed/Printed Name of Executing Authority

Mayor

Title of Executing Authority

“GRANTEE”

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Gary Jarvis as Mayor, for and on behalf of the City of Destin, Florida. He is personally known to me or who has produced
_____, as identification.

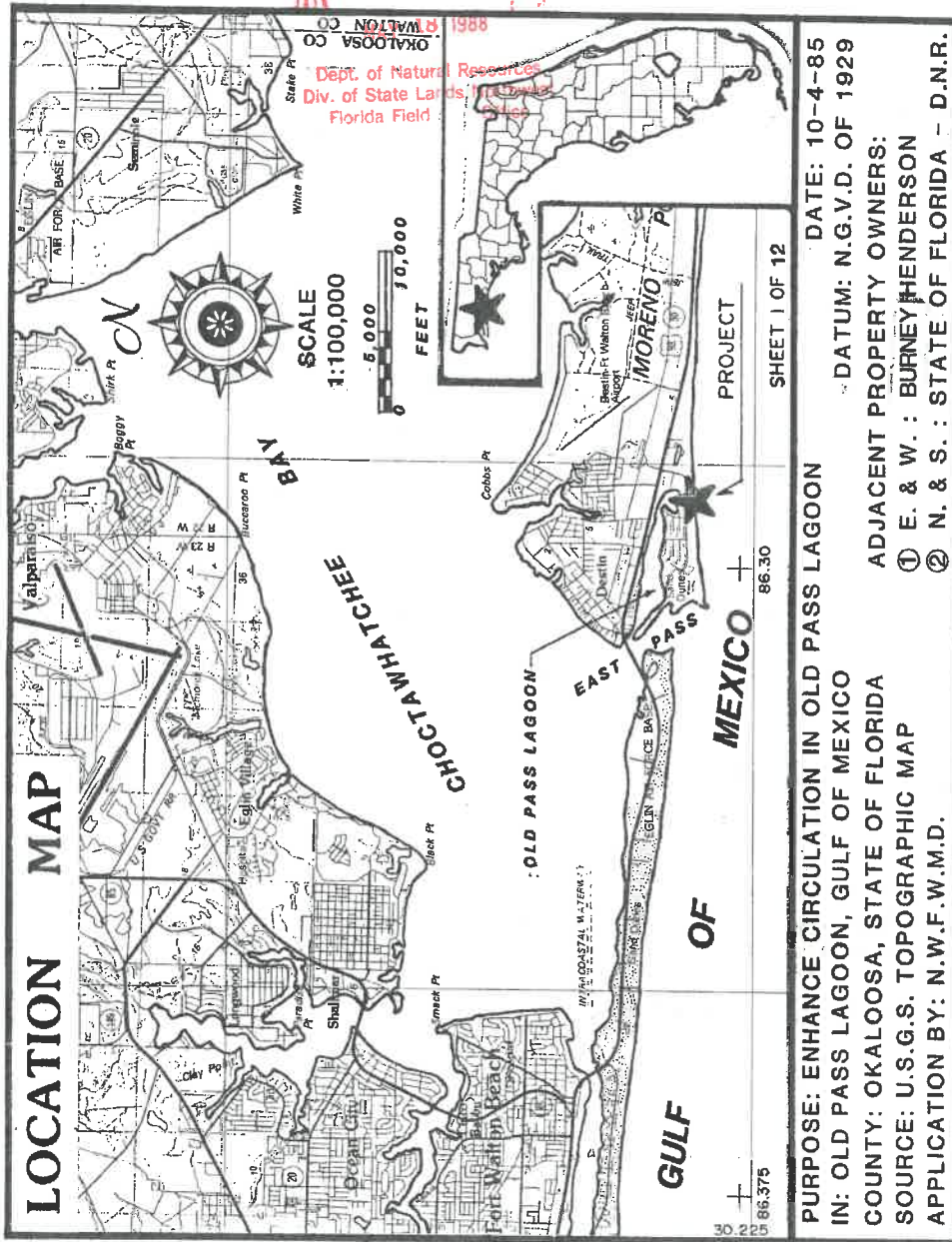
My Commission Expires:

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

RECEIVED



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

RT. 1, BOX 3100 HAVANA, FLORIDA 32333

PROJECT: OLD PASS LAGOON RESTORATION, DESTIN, FLORIDA

PROJ. No. 1539106

COUNTY: OKALOOSA, FLORIDA

TO: BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND (DNR)

APPLICANT: NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

REQUEST: CONSENT FOR TEMPORARY SUBMERGED LANDS EASEMENT IN SANDPIPER COVE
PORTION OF OLD PASS LAGOON (DESTIN HARBOR) FOR DREDGE AND FILL

LEGAL DESCRIPTION:

A TEMPORARY SUBMERGED LANDS EASEMENT SITUATE IN SANDPIPER COVE PORTION OF OLD
PASS LAGOON (DESTIN HARBOR) OKALOOSA COUNTY, FLORIDA, WHICH EASEMENT IS MORE
PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE SOUTHEAST CORNER OF HOLIDAY ISLE, RESIDENTIAL
SECTION 4, AS RECORDED IN PLAT BOOK 4, PAGE 29, PUBLIC RECORDS OF
OKALOOSA COUNTY, FLORIDA, (PART OF UNDIVIDED TOWNSHIP 2 SOUTH,
RANGE 22 WEST); PROCEED THENCE NORTH 88 DEGREES 34 MINUTES 00
SECONDS EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE FOR GULF
SHORE DRIVE (100 FOOT WIDE AS IT EXIST IN 1986), A DISTANCE OF
321.00 FEET; THENCE NORTH 04 DEGREES 26 MINUTES 30 SECONDS EAST,
PARALLEL TO THE EASTERLY BOUNDARY OF SAID HOLIDAY ISLE
RESIDENTIAL SECTION 4, A DISTANCE OF 476.52 FEET TO A SAFE UPLAND
LINE (ELEVATION 1.25 FEET) FOR SANDPIPER COVE PORTION OF OLD PASS
LAGOON (DESTIN HARBOR), SAID POINT BEING THE POINT-OF-BEGINNING
FOR THE HEREIN DESCRIBED EASEMENT; CONTINUE THENCE WATER-WARD
INTO SAID COVE (LAGOON) WATERS AND ALONG SAID EASEMENT, NORTH
04 DEGREES 26 MINUTES 30 SECONDS EAST, A DISTANCE OF 56.20 FEET;
THENCE NORTH 56 DEGREES 33 MINUTES 30 SECONDS WEST, A DISTANCE OF
416.75 FEET; THENCE SOUTH 33 DEGREES 26 MINUTES 30 SECONDS WEST,
A DISTANCE OF 228.00 FEET; THENCE NORTH 77 DEGREES 40 MINUTES 00
SECONDS WEST, A DISTANCE OF 215.93 FEET; THENCE NORTH 06 DEGREES
00 MINUTES 00 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE
NORTH 68 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 100.00
FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A
DISTANCE OF 336.00 FEET; THENCE NORTH 51 DEGREES 30 MINUTES 00
SECONDS EAST, A DISTANCE OF 481.00 FEET; THENCE NORTH 29 DEGREES
00 MINUTE 00 SECONDS WEST, A DISTANCE OF 178.00 FEET; THENCE
NORTH 50 DEGREES 14 MINUTES 17 SECONDS EAST, A DISTANCE OF 89.32
FEET; THENCE SOUTH 41 DEGREES 00 MINUTES 00 SECONDS EAST, A
DISTANCE OF 900.00 FEET; THENCE SOUTH 16 DEGREES 40 MINUTES 10
SECONDS WEST, A DISTANCE OF 130.14 FEET; THENCE SOUTH 77 DEGREES
00 MINUTES 00 SECONDS EAST, A DISTANCE OF 175.00 FEET; THENCE
SOUTH 12 DEGREES 50 MINUTES 00 SECONDS WEST, A DISTANCE OF 75.00
FEET; THENCE SOUTH 52 DEGREES 00 MINUTES 00 SECONDS WEST, A
DISTANCE OF 97.00 FEET; THENCE NORTH 67 DEGREES 30 MINUTES 00
SECONDS WEST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 70 DEGREES
01 MINUTES 17 SECONDS WEST, A DISTANCE OF 260.91 FEET TO THE SAFE
UPLAND LINE FOR SANDPIPER COVE AFOREMENTIONED; THENCE ALONG SAID
SAFE UPLAND LINE, SOUTH 84 DEGREES 27 MINUTES 59 SECONDS WEST, A
DISTANCE OF 202.00 FEET TO THE POINT OF BEGINNING HEREINBEFORE
DESCRIBED.

CONTAINING 14.089 ACRES, MORE OR LESS

(SEE SKETCH, PAGE 3 OF 4 ATTACHED HERewith)

PREPARED BY: VINCENT E. MARTINEZ, JR., PLS
FLORIDA CERTIFICATE NO. 2365

DATE: MAY 31, 1988

opl.des

PAGE 1 OF 4

RECEIVED
JUN 22 1988

Dept. of Natural Resources
Div. of State Lands Northwest
Florida Field Office

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

RT. 1, BOX 3100 HAVANA, FLORIDA 32333

PROJECT: OLD PASS LAGOON RESTORATION, DESTIN FLORIDA PROJ. No. 1539106

COUNTY: OKALOOSA, FLORIDA

TO: BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND (DNR)

APPLICANT: NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

REQUEST: CONSENT FOR PERMANENT SUBMERGED LANDS EASEMENT IN THE
GULF OF MEXICO FOR WATER INTAKE STRUCTURE AND PIPELINE

LEGAL DESCRIPTION:

A TWO-HUNDRED THIRTY FOOT (230') WIDE PERMANENT SUBMERGED LANDS EASEMENT SITUATE
IN THE GULF OF MEXICO, OKALOOSA COUNTY, FLORIDA, WHICH EASEMENT LIES WITHIN
115.00 FEET ON EACH SIDE AND ADJACENT TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF HOLIDAY ISLE,
RESIDENTIAL SECTION 4, AS RECORDED IN PLAT BOOK 4,
PAGE 29, PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA,
(PART OF UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST);
PROCEED THENCE NORTH 88 DEGREES 34 MINUTES 00
SECONDS EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE
FOR GULF SHORE DRIVE (100 FOOT WIDE AS IT EXISTS IN
1986), A DISTANCE OF 115.08 FEET; THENCE SOUTH 04
DEGREES 26 MINUTES 30 SECONDS WEST, A DISTANCE OF
550.00 FEET TO A SAFE UPLAND LINE (ELEVATION 1.6
FEET) FOR THE GULF OF MEXICO, SAID POINT BEING THE
POINT-OF-BEGINNING FOR THE HEREIN DESCRIBED
EASEMENT; CONTINUE THENCE WATERWARD INTO SAID GULF
WATERS AND ALONG SAID EASEMENT CENTERLINE, SOUTH 04
DEGREES 26 MINUTES 30 SECONDS WEST, A DISTANCE OF
1,100.00 FEET TO THE TERMINUS POINT FOR SAID
CENTERLINE AND EASEMENT.

CONTAINING 5.808 ACRES, MORE OR LESS

(SEE SKETCH, PAGE 4 OF 4 ATTACHED HEREWITH)

PREPARED BY: VINCENT E. MARTINEZ, JR., PLS
FLORIDA CERTIFICATE NO. 2365

DATE: JUNE 17, 1988

opg.des

PAGE 2 OF 4

RECEIVED
JUN 21 1988

Dept. of Natural Resources
Div. of State Lands Northwest
Florida Field Office

Untitled Map

Write a description for your map.

Legend

-  Anchors Realty
-  Feature 1
-  Feature 2
-  Feature 3
-  Harbor Landing Condominiums Destin
-  Southbay by the Gulf



1000 ft

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU:

FROM:

DATE: February 7, 2019

SUBJECT: Destin Little League Opening Day Parade Request for use of city right-of-way

I. BACKGROUND: The Destin Little League, Inc. is requesting use of city streets to hold their annual opening day parade from Destin Elementary School to the Dalton Threadgill Park on Saturday, March 2, 2018.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

I. Enhance Quality of Life

I.E. Enhance the City's Recreational Services

B. Effect on Budget (EOB): There is no staff requirements for this event.

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

III. CONCLUSION:

With the exception of the Liability Insurance policy, all related and required documentation have been submitted and legal sufficiency is contingent upon that document being reviewed/approved by the Risk Manager and City Attorney.

IV. RECOMMENDED MOTION:

I move to approve the Destin Little League's request for use of city streets for their annual opening day parade on March 2, 2019 contingent upon receiving the Certificate of Insurance for Liability with the City of Destin as additional insured and approved by both the Risk Manager and the City Attorney for legal sufficiency.

Attachments:

1. Destin Little League Parade ROW
req.



CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

Name of Organization: Destin Little League
Type of Event: Parade
Date(s) of Event: 3/2/19
Location of Event: Destin Elementary to Threadgill

- 1.* Certificate of Insurance (**Endorsement to the Policy & Acord is required.**)
provided: Yes: ☒ **This is required.** Date on which provided: _____
 - 2.* Hold Harmless (**Signed Original**) provided: Yes: _____ **This is required.**
Date on which provided: _____
 - 3.** Permission granted from FDOT for use of State roadway (applicable only if using and closing any portion of State Highway 98) Yes _____ No ☒
Date written permission granted: N/A
 - 4.** Local law enforcement services requested: Yes ☒ **This is required.**
Law enforcement officer contacted: _____
 - 5.** Destin Fire Control District contacted: Yes ☒ **This is required.**
Person contacted: _____
 - 6.** Okaloosa County Emergency Medical Services contacted:
Person contacted: _____ Yes ☒ **This is required**
 7. Please provide map of race route(s). - Attached
 8. Describe steps being taken to ensure removal of all directional arrows, signage, as well as trash left on City streets upon conclusion of the event:
We will ensure that we have a team to clean-up at the end of Parade
 9. Please provide location & pertinent information regarding sufficient and approved event participant parking for the event: Destin Elementary School
- *Any unauthorized event participant parking is subject to being towed from private property at vehicle owner's expense*
10. City Park Permit needed: Yes _____ No ☒ If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.
 11. Will the event be in a residential neighborhood and will there be excessive noise or light glare from the event? N/A

[Signature]
(Requester's or Acting Agent's Signature)

- * **Original Certificate of Insurance and signed Hold Harmless must be provided to the City of Destin to be presented to City Council prior to their approval of the event, as well as a map of the race route.**
- ** **Provide the City a written acknowledgement/concurrence from the agency.**



HOLD HARMLESS AGREEMENT

Destin Little League agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the Destin Little League Parade to be held on 3/2/19.

In addition, the Destin Little League agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than \$1,000,000.00.

Destin Little League
(Corporate Name)

W. Howard Northman
Signature of President

W. HOWARD NORTHMAN
Print name and print President next to name

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 8th day of February 20 19
by W. HOWARD NORTHMAN II who is personally known by me —
or has produced identification ☒. Type of Identification: FLORIDA DRIVER LICENSE

Olivia McArdle
Signature of Notary Taking Acknowledgement

OLIVIA McARDLE
Printed name of Notary Taking Acknowledgement

(Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland PA 17867		CONTACT NAME: David Irwin PHONE (A/C, No, Ext): (570) 473-2150 FAX (A/C, No): (570) 473-2151 E-MAIL ADDRESS: Dirwin@Keystoneinsgrp.com	
INSURED Little League Baseball Risk Purchasing Group, Incorporated DESTIN LL 402 Cobia Ave Fort Walton Beach FL 32548		INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: AIG Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19437 26883	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

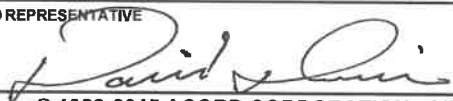
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per League	X	011225826	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 SEXUAL ABUSE OCC/AGG \$ 1M/\$2M
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below ☐ Y/N ☒ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured per form CG 2026 (04/13)

CERTIFICATE HOLDER**CANCELLATION**

City of Destin 4200 Indian Bayou Trail Destin FL 32541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 02/12/19
PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867		CERTIFICATE #: 3090105-2019-3 INSURERS AFFORDING COVERAGE:
ADDITIONAL NAMED INSURED: DESTIN LL Howard Wortman 402 Cobia Ave Fort Walton Beach, FL 32548		INSURER A: Lexington Insurance Company INSURER B: National Union Fire Insurance Company of Pittsburgh, PA INSURER C: AIG Specialty Insurance Company

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY		011225826	01/01/2019	01/01/2020	EACH OCCURRENCE	\$1,000,000
		X	OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
		X	INCL PARTICIPANTS	Property Damage Deductible: \$250			PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		X	SEXUAL ABUSE			Sexual Abuse OCCURRENCE	\$1,000,000	
						Sexual Abuse AGGREGATE	\$2,000,000	
				MEDICAL PAYMENTS				Any One Person
A	X	DIRECTORS & OFFICERS		019329346	01/01/2019	01/01/2020	EACH LOSS	\$1,000,000
							AGGREGATE	\$1,000,000
C	X	CYBER LIABILITY COVERAGE		19326190	01/01/2019	01/01/2020	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION			RETROACTIVE DATE	CONTINUITY DATE	
		REGULATORY ACTION SUBLIMIT OF LIABILITY	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION			POLICY INCEPTION	POLICY INCEPTION	
	EM	EVENT MANAGEMENT INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION			NOT APPLICABLE	POLICY INCEPTION	
A	X	CRIME COVERAGE		011408726	01/01/2019	01/01/2020	EACH LOSS	\$35,000
				Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE
B	X	SPORTS EXCESS ACCIDENT		SRG9105434	01/01/2019	01/01/2020	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

- Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above named Little League; and
- That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

1. City of Destin

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S. RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.


 AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 02/12/19
PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867	CERTIFICATE #: 3090105-2019-3 3 09 01	
ADDITIONAL NAMED INSURED: DESTIN LL Howard Wortman 402 Cobia Ave Fort Walton Beach, FL 32548	INSURERS AFFORDING COVERAGE:	
	INSURER A:	Lexington Insurance Company
	INSURER B: (Non-Liability)	National Union Fire Insurance Company of Pittsburgh, PA
	INSURER C:	AIG Specialty Insurance Company

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY		011225826	01/01/2019	01/01/2020	EACH OCCURRENCE	\$1,000,000
		X	OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
		X	INCL PARTICIPANTS	Property Damage Deductible: \$250			PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		X	SEXUAL ABUSE				Sexual Abuse OCCURRENCE	\$1,000,000
							Sexual Abuse AGGREGATE	\$2,000,000
			MEDICAL PAYMENTS				Any One Person	
A	X	DIRECTORS & OFFICERS		019329346	01/01/2019	01/01/2020	EACH LOSS	\$1,000,000
							AGGREGATE	\$1,000,000
C	X	CYBER LIABILITY COVERAGE		19326190	01/01/2019	01/01/2020	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE		\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION			RETROACTIVE DATE	CONTINUITY DATE
		REGULATORY ACTION SUBLIMIT OF LIABILITY		\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION			POLICY INCEPTION	POLICY INCEPTION
	EM	EVENT MANAGEMENT INSURANCE		\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION			NOT APPLICABLE	POLICY INCEPTION
A	X	CRIME COVERAGE		011408726	01/01/2019	01/01/2020	EACH LOSS	\$35,000
				Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE
B	X	SPORTS EXCESS ACCIDENT		SRG9105434	01/01/2019	01/01/2020	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above named Little League; and
2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S. RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):

**City of Destin
4200 Indian Bayou Trail
Destin, FL 32541**

“The City of Destin is additional insured in respects to the Destin Little League’s Opening Day parade on March 22, 2019.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Kim Montgomery

Okaloosa County Sheriff's Posse

From: Arnold Brown <abrown@sheriff-okaloosa.org>
Sent: Wednesday, February 13, 2019 3:23 PM
To: Kim Montgomery
Subject: RE: Destin Little League's Opening Day Parade

I have confirmed that Captain Watkins has the Posse scheduled to cover this event. The Sheriff's Office has no objection.

Chief Deputy Arnold L. Brown
Okaloosa County Sheriff's Office
850-651-7410
abrown@sheriff-okaloosa.org



From: Kim Montgomery [mailto:kmontgomery@cityofdestin.com]
Sent: Wednesday, February 13, 2019 2:23 PM
To: Arnold Brown <abrown@sheriff-okaloosa.org>
Subject: Destin Little League's Opening Day Parade
Importance: High

WARNING: This E-Mail Originated Outside of the Sheriff's Office.

DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hello Chief Deputy Brown,

I am trying to finish up the Destin Little League's request for use of ROW for their Opening Day Parade on the 2nd. I need to get an email from you stating that you are aware of the event and will provide support. Yours is the last I need and I have to get everything loaded to Council by tomorrow morning. Can you please email me as soon as possible.

Thank you!

Kim

Kimberly I. Montgomery
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(P)850.837.4242

Ok City EMS.

From: [Stefan W. Vaughn](#)
To: [Chad Blankenship](#)
Cc: "Arnold Brown"
Subject: RE: Destin Little League Parade
Date: Thursday, February 7, 2019 10:58:36 AM
Attachments: [Parade route.pdf](#)

Greetings,

We are unopposed at this time, but I have copied Chief Arnold Brown with the Okaloosa County Sheriff's Office for his review. Please note that such an abbreviated timeframe for acknowledgement and approval constrains our ability to properly review such requests and plan accordingly for these events. More time in the future to review these requests would be greatly appreciated. Please enjoy, and stay safe.

Very sincerely,

Dr. Stefan W. Vaughn, CPM
Director | Department of Public Safety
Okaloosa Board of County Commissioners
Jail Office: (850) 689-5763
EOC Office: (850) 651-7150

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Chad Blankenship <chadb@gosouthern.com>
Sent: Thursday, February 7, 2019 10:03 AM
To: Stefan W. Vaughn <svaughn@myokaloosa.com>
Subject: Destin Little League Parade

I hope all is well. We are scheduling the Destin little league parade for March 2 2019. I have attached a copy of our route

We are going to leave Destin Elementary school at 9am

We are going on Kelly street then turn right on Stahlman Ave, left on hickory st and arrive at Threadgill

please let me know what else you may need. I am in a time crunch on this as I have to have everything back to the city by tomorrow.

Chad Blankenship
General Manager of Revenue and Business Intelligence
850.978.6087

DFCD

Chad Blankenship

From: Chad Blankenship
Sent: Thursday, February 7, 2019 2:25 PM
To: Matt Taylor
Subject: Re: Destin Little League Parade

I am the contact person! My number is 8509786087. If it could be there by 830 that would be awesome!

Get [Outlook for iOS](#)

From: Matt Taylor <mtaylor@destinfire.com>
Sent: Thursday, February 7, 2019 2:23 PM
To: Chad Blankenship
Subject: RE: Destin Little League Parade

We would love to, would you be the contact person? And what time would you like the truck down there?

Thanks

*Matt Taylor, Fire Marshal
Destin Fire Control District
850-837-8413*

From: Chad Blankenship <chadb@gosouthern.com>
Sent: Thursday, February 7, 2019 1:46 PM
To: Matt Taylor <MTaylor@destinfire.com>
Cc: James Taylor <JTaylor@destinfire.com>; Kevin Sasser <chief@destinfire.com>
Subject: Re: Destin Little League Parade

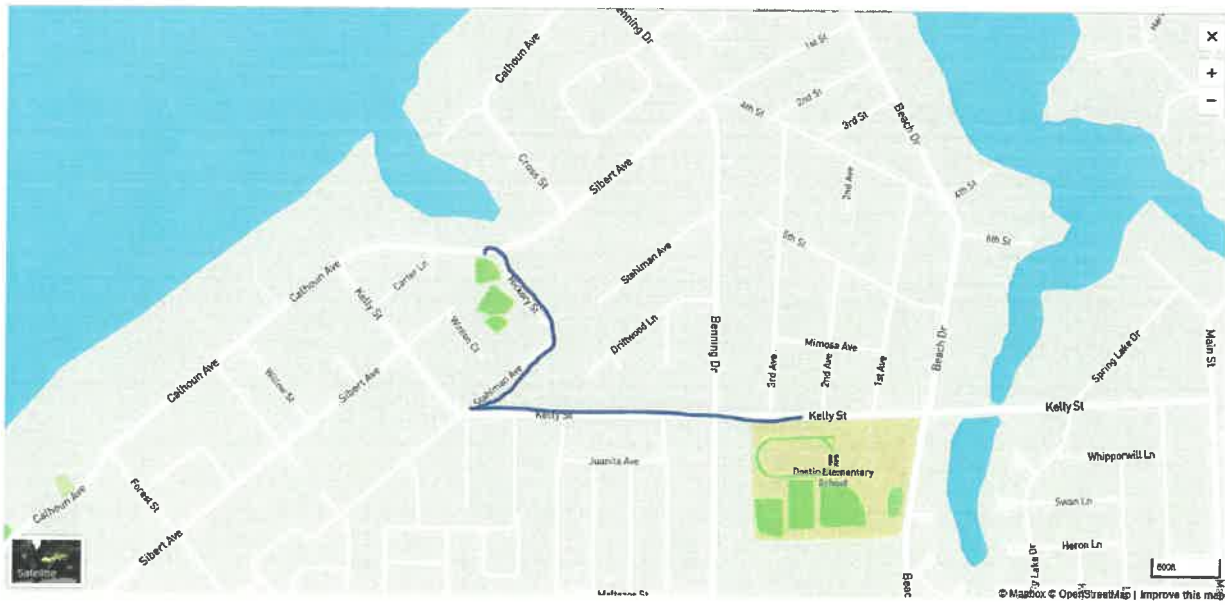
Any chance for a fire truck escort? The kids love that!

Get [Outlook for iOS](#)

From: Matt Taylor <mtaylor@destinfire.com>
Sent: Thursday, February 7, 2019 1:38 PM
To: Chad Blankenship
Cc: James Taylor; Kevin Sasser
Subject: RE: Destin Little League Parade

Chad,

Thank you for notifying the Destin Fire Control District of the Destin Little League Opening Day Parade on March 2, 2019 @ 9am. The appropriate shift has been copied on this e-mail.



Kim Montgomery

From: Kyle Bauman <kbauman@asglegal.com>
Sent: Wednesday, February 13, 2019 10:48 AM
To: Kim Montgomery; Karen Jankowski
Cc: Lisa Firth
Subject: Re: DLL Parade

Looks good.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Kim Montgomery <kmontgomery@cityofdestin.com>
Date: 2/13/19 10:38 AM (GMT-06:00)
To: Kyle Bauman <kbauman@asglegal.com>, Karen Jankowski <kjankowski@cityofdestin.com>
Cc: Lisa Firth <lfirth@cityofdestin.com>
Subject: FW: DLL Parade

He is bringing me the Hold Harmless. But I wanted to go ahead and get this over to ya'll since it's getting down to the wire! Thanks!

Kim

Kimberly I. Montgomery
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(P)850.837.4242



Please visit our web site at www.cityofdestin/cssurvey to complete a customer service survey. We appreciate your honest opinion and will take it into consideration to help us improve our services. Thank you for your feedback.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

****Please be aware, the associated cost for public records is \$.15 per page for one-sided copies, \$.20 for two-sided copies, and \$21.00 per hour after the first 15-minutes: for time spent on research.****

From: Chad Blankenship [mailto:chadb@gosouthern.com]
Sent: Wednesday, February 13, 2019 10:25 AM
To: Kim Montgomery <kmontgomery@cityofdestin.com>
Subject: RE: DLL Parade

Kim

Please find attached COI with City of Destin Added. I have the Hold Harmless in my hands. Where should I drop it off at?

Kim Montgomery

From: Karen Jankowski
Sent: Wednesday, February 13, 2019 12:18 PM
To: Kyle Bauman; Kim Montgomery
Cc: Lisa Firth
Subject: RE: DLL Parade

Looks good to me as well.

Karen Jankowski
HR/Risk Mgr

From: Kyle Bauman [mailto:kbauman@asglegal.com]
Sent: Wednesday, February 13, 2019 10:48 AM
To: Kim Montgomery; Karen Jankowski
Cc: Lisa Firth
Subject: Re: DLL Parade

Looks good.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Kim Montgomery <kmontgomery@cityofdestin.com>
Date: 2/13/19 10:38 AM (GMT-06:00)
To: Kyle Bauman <kbauman@asglegal.com>, Karen Jankowski <kjankowski@cityofdestin.com>
Cc: Lisa Firth <lfirth@cityofdestin.com>
Subject: FW: DLL Parade

He is bringing me the Hold Harmless. But I wanted to go ahead and get this over to ya'll since it's getting down to the wire! Thanks!

Kim

Kimberly I. Montgomery
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(P)850.837.4242



Please visit our web site at www.cityofdestin/cssurvey to complete a customer service survey. We appreciate your honest opinion and will take it into consideration to help us improve our services. Thank you for your feedback.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

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

FROM: Kim Montgomery, Deputy City Clerk

DATE: February 7, 2019

SUBJECT: Junior League of the Emerald Coast request for use of right-of-way

I. BACKGROUND: Junior League of the Emerald Coast, Inc. is requesting the use of the city streets to hold their annual 5k walk/10k run on February 23, 2019. They have provided all of the required documentation and have notified the Okaloosa County Sheriff's Office, the Destin Fire Control District, and the Okaloosa County Emergency Medical Services of the upcoming request. A map indicates the path of the race.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

Enhance Quality of Life.

Enhance the City's Recreational Services.

B. Effect on Budget (EOB): The City of Destin shall not incur an expense or revenue as a result of this request.

C. Level of Service (LOS): There is no staff requirement for this request.

III. CONCLUSION: All related and required documentation has been submitted and approved for legal sufficiency by both the City Attorney and the Risk Manager. Staff recommends approval of this request.

IV. RECOMMENDED MOTION: I move to approve the request for use of city streets for the Junior League of the Emerald Coast, Inc. 5k walk /10k Run on February 23, 2019.

Attachments:

1. Jr League ROW Request 2019



CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

Name of Organization: Junior League of the Emerald Coast

Type of Event: Non Profit 5K/10K Race

Date(s) of Event: 2-23-19

Location of Event: 505 Mountain Dr Destin, FL

1.* Certificate of Insurance (**Endorsement to the Policy & Acord is required.**)
provided: Yes: ☒ **This is required.** Date on which provided: _____

2.* Hold Harmless (**Signed Original**) provided: Yes: ☒ **This is required.**
Date on which provided: _____

3.** Permission granted from FDOT for use of State roadway (applicable only if using and closing any portion of State Highway 98) Yes ☒ No _____
Date written permission granted: N/A

4.** Local law enforcement services requested: Yes ☒ **This is required.**
Law enforcement officer contacted: _____

5.** Destin Fire Control District contacted: Yes ☒ **This is required.**
Person contacted: _____

6.** Okaloosa County Emergency Medical Services contacted:
Person contacted: _____ Yes ☒ **This is required**

7. Please provide map of race route(s).

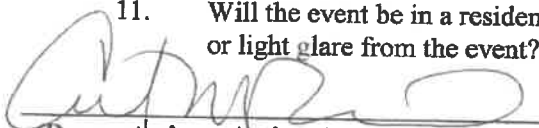
8. Describe steps being taken to ensure removal of all directional arrows, signage, as well as trash left on City streets upon conclusion of the event:
Junior League Volunteers will pick up

9. Please provide location & pertinent information regarding sufficient and approved event participant parking for the event: Destin Brewery

Any unauthorized event participant parking is subject to being towed from private property at vehicle owner's expense

10. City Park Permit needed: Yes _____ No ☒ If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.

11. Will the event be in a residential neighborhood and will there be excessive noise or light glare from the event? yes/no


(Requester's or Acting Agent's Signature)

* **Original Certificate of Insurance and signed Hold Harmless must be provided to the City of Destin to be presented to City Council prior to their approval of the event, as well as a map of the race route.**

** **Provide the City a written acknowledgement/concurrence from the agency.**



HOLD HARMLESS AGREEMENT

Junior League of the Emerald Coast agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the Rock the Road Sk/Idc to be held on February 23, 2019.

In addition, the Junior League of the Emerald Coast agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than \$1,000,000.00.

Junior League of the Emerald Coast
(Corporate Name)

Katie Fuentes
Signature of President

Katie Fuentes
Print name and print President next to name

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 11th day of January 2019 by Katie Fuentes who is personally known by me _____ or has produced identification _____. Type of Identification: _____

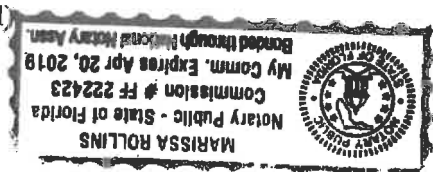
Marissa Rollins

Signature of Notary Taking Acknowledgement

Marissa Rollins

Printed name of Notary Taking Acknowledgement

(Seal)





JUNILEA-01

THINESLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Waldorff Insurance & Bonding Inc. 45 Eglin Parkway NE Suite 202 Fort Walton Beach, FL 32548	CONTACT NAME:	
	PHONE (A/C, No, Ext): (850) 581-4925	FAX (A/C, No): (850) 581-4930
	E-MAIL ADDRESS: receptionist@waldorffinsurance.com	
INSURED The Junior League of the Emerald Coast, Inc. PO Box 265 Destin, FL 32540	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Auto Owners	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	NAIC # 18988	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			78488955	8/20/2018	8/20/2019	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE						
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Rock The Road Event on 2/23/19

CERTIFICATE HOLDER

CANCELLATION

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

22-0882-00
WALDORFF INSURANCE & BONDING INC
45 EGLIN PKWY NE STE 202
FT WALTON BCH FL 32548-4955

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

P.O. BOX 30660 • LANSING, MICHIGAN 48909-8160

Auto-Owners Insurance Company

02-07-2019

THE JUNIOR LEAGUE OF THE EMERALD
COAST INC
PO BOX 265
DESTIN FL 32540-0265

Remember, you can view your policy, pay your bill or change your paperless options any time online, at **www.auto-owners.com**. If you have not already enrolled your policy, you may do so using policy number **052322-78488955-18** and Personal ID Code (PID) **48K 1A4 G9X**.

Your agency's phone number is 850-581-4925.

RE: Policy 052322-78488955-18

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a variety of programs, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. The Auto-Owners Insurance Group is comprised of five property and casualty companies and a life insurance company. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need.

~ *Serving Our Policyholders and Agents Since 1916* ~

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY WALDORFF INSURANCE & BONDING INC
22-0882-00 MKT TERR 054 850-581-4925

INSURED THE JUNIOR LEAGUE OF THE EMERALD
COAST INC

ADDRESS PO BOX 265
DESTIN FL 32540-0265

TAILORED PROTECTION POLICY DECLARATIONS

Change Endorsement Effective 02-01-2019

POLICY NUMBER 052322-78488955-18

Company Use 78-23-FL-0508

Company
Bill

Policy Term

12:01 a.m. 12:01 a.m.
08-20-2018 to 08-20-2019

Description of Change

ADDED ADDITIONAL INSURED FORM 55163 - CONTROLLING INTEREST - FOR
THE FOLLOWING:
-CITY OF DESTIN

Transaction Number: 006

Endorsement Premium:

\$0.00
NO CHANGE

**COMMERCIAL GENERAL LIABILITY
55163 (12-04)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CITY OF DESTIN

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:

Their financial control of you; or

Premises they own, maintain or control while you lease or occupy these premises.

- B.** This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- C.** Under **SECTION III - LIMITS OF INSURANCE**, the following is added:

The limits of liability for the additional insured are those specified in the written contract or agreement between the insured and the controlling interest, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

Kim Montgomery

From: Autum Eppstein <autume1209@yahoo.com>
Sent: Monday, January 28, 2019 12:32 PM
To: Kim Montgomery
Subject: Fwd: Rock the Roads - Junior League of the Emerald Coast

Destin Fire Department confirmation for Rock the Roads.

Autum

Sent from my iPhone

Begin forwarded message:

From: Matt Taylor <MTaylor@destinfire.com>
Date: December 10, 2018 at 7:47:41 AM CST
To: Autum Eppstein <autume1209@yahoo.com>
Cc: James Taylor <JTaylor@destinfire.com>, Jeff Anderson <JAnderson@destinfire.com>, Kevin Sasser <chief@destinfire.com>, "Mark Hutchinson" <MHutchinson@destinfire.com>
Subject: RE: Rock the Roads - Junior League of the Emerald Coast

Autum,

Thank you for notifying the Destin Fire Control District of the Rock the Roads race on February 23, 2019 at 8:30. The appropriate shift has been copied on this e-mail.

Please advise all participants to maintain an awareness for any responding emergency vehicle during all stages of the event and to immediately cede the right-of-way.

Have a great run and if you need any other assistance, please contact me.

This e-mail will serve as the Destin Fire Control District's acknowledgement of this event. Please forward it to the appropriate agencies.

*Matt Taylor, Fire Marshal
Destin Fire Control District
850-837-8413*

From: Autum Eppstein <autume1209@yahoo.com>
Sent: Sunday, December 9, 2018 10:19 PM
To: Matt Taylor <MTaylor@destinfire.com>
Subject: Rock the Roads - Junior League of the Emerald Coast

Kim Montgomery

From: Autum Eppstein <autume1209@yahoo.com>
Sent: Monday, January 28, 2019 12:33 PM
To: Kim Montgomery
Subject: Fwd: Rock the Roads - Junior League of the Emerald Coast - Feb 23

EMS confirmation of Rock the Roads.

Autum

Sent from my iPhone

Begin forwarded message:

From: Karen Rossi <krossi@myokaloosa.com>
Date: January 7, 2019 at 9:58:04 AM CST
To: 'Autum Eppstein' <autume1209@yahoo.com>
Subject: RE: Rock the Roads - Junior League of the Emerald Coast - Feb 23

Good Morning,

Your event has been approved and scheduled for a non-dedicated ambulance standby on Saturday February 23 from 8:30 – 11:30.

Please let me know if you have any questions or need more information.

Thank you, have a great day-

Karen Rossi

Records Custodian/Program Technician II
Okaloosa County Public Safety
90 College Boulevard East
Niceville, FL 32578
Phone: (850) 651-7150
FAX: (850) 651-7170
krossi@myokaloosa.com

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Autum Eppstein <autume1209@yahoo.com>
Sent: Monday, December 10, 2018 3:42 PM
To: Karen Rossi <krossi@myokaloosa.com>
Subject: Rock the Roads - Junior League of the Emerald Coast - Feb 23

Good afternoon Ms. Rossi,

Kim Montgomery

From: Autum Eppstein <autume1209@yahoo.com>
Sent: Monday, January 28, 2019 12:33 PM
To: Kim Montgomery
Subject: Fwd: Rock the Roads - Junior League of the Emerald Coast

Sheriff's Department confirmation of Rock the Roads.

Autum

Sent from my iPhone

Begin forwarded message:

From: Arnold Brown <abrown@sheriff-okaloosa.org>
Date: December 17, 2018 at 2:50:56 PM CST
To: Autum Eppstein <autume1209@yahoo.com>
Cc: Terry Watkins <jwatkins@sheriff-okaloosa.org>, Terry Watkins <terry601@aol.com>
Subject: RE: Rock the Roads - Junior League of the Emerald Coast

The Sheriff's Office has no objections at this time. As per our conversations, I understand Captain Watkins and the Sheriff's Posse has agreed to handle safety and traffic control.

Chief Deputy Arnold L. Brown
Okaloosa County Sheriff's Office
850-651-7410
abrown@sheriff-okaloosa.org



From: Autum Eppstein [<mailto:autume1209@yahoo.com>]
Sent: Sunday, December 16, 2018 8:49 PM
To: Arnold Brown <abrown@sheriff-okaloosa.org>
Subject: Rock the Roads - Junior League of the Emerald Coast

Good evening Chief Deputy Brown,

I hope you have had a wonderful weekend. Thank you for speaking with me last week. Here are the details for Rock the Roads:

Distance: 5k/10k
Date: Saturday, February 23rd
Start Time: 8:30 am

Kim Montgomery

From: Karen Jankowski
Sent: Thursday, February 7, 2019 9:28 AM
To: Kyle Bauman; Kim Montgomery
Subject: RE: Revised Proof of Coverage for The City of Destin

It appears to be in order and is sufficient.

Karen Jankowski
HR/ Risk Mgr

From: Kyle Bauman [mailto:kbauman@asglegal.com]
Sent: Thursday, February 7, 2019 9:18 AM
To: Kim Montgomery; Karen Jankowski
Subject: Re: Revised Proof of Coverage for The City of Destin

This is legally sufficient.

Kyle

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Kim Montgomery <kmontgomery@cityofdestin.com>
Date: 2/7/19 8:32 AM (GMT-06:00)
To: Kyle Bauman <kbauman@asglegal.com>, Karen Jankowski <kjankowski@cityofdestin.com>
Subject: FW: Revised Proof of Coverage for The City of Destin

Good morning!

I finally received the revised Endorsement to the Insurance Policy for the Junior League's ROW request.

Kim

Kimberly I. Montgomery
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(P)850.837.4242



Please visit our web site at www.cityofdestin.com/cssurvey to complete a customer service survey. We appreciate your honest opinion and will take it into consideration to help us improve our services. Thank you for your feedback.

Kim Montgomery

From: Kyle Bauman <kbauman@asglegal.com>
Sent: Thursday, February 7, 2019 9:18 AM
To: Kim Montgomery; Karen Jankowski
Subject: Re: Revised Proof of Coverage for The City of Destin

This is legally sufficient.

Kyle

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Kim Montgomery <kmontgomery@cityofdestin.com>
Date: 2/7/19 8:32 AM (GMT-06:00)
To: Kyle Bauman <kbauman@asglegal.com>, Karen Jankowski <kjankowski@cityofdestin.com>
Subject: FW: Revised Proof of Coverage for The City of Destin

Good morning!

I finally received the revised Endorsement to the Insurance Policy for the Junior League's ROW request.

Kim

Kimberly I. Montgomery
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(P)850.837.4242



Please visit our web site at www.cityofdestin/cssurvey to complete a customer service survey. We appreciate your honest opinion and will take it into consideration to help us improve our services. Thank you for your feedback.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

****Please be aware, the associated cost for public records is \$.15 per page for one-sided copies, \$.20 for two-sided copies, and \$21.00 per hour after the first 15-minutes: for time spent on research.****

From: Tamara Hinesley [mailto:TamaraH@waldorffinsurance.com]
Sent: Thursday, February 7, 2019 8:29 AM
To: 'Bethany Worley' <bethany.worley@outlook.com>
Cc: Kim Montgomery <kmontgomery@cityofdestin.com>
Subject: RE: Revised Proof of Coverage for The City of Destin

Bethany and Kim,

5K Route



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Tim Pietenpol, Deputy Public Services Director

DATE: 2/11/2019

SUBJECT: Gulf Power Lighting Service Contract Rate Schedule

I. BACKGROUND: Annually, the City enters into a State Highway Lighting Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT) to maintain streetlights along State roadways within the City limits. FDOT provides a lump sum payment to the City each year based on the number of lights installed along the State roadways. Additional lights are being installed by FDOT and the City Attorney requests clarification that the additional lights will be covered under the existing agreement the City has with FDOT.

II. DISCUSSION: The City Attorney wishes to confirm the form FDOT has asked the City to sign will not affect the current lighting agreement and will additionally include the new lights being installed on state highways within the City's jurisdiction.

A. Link to Strategic Goals / Objectives: I. Enhanced Quality of Life, I.C.2., I.C.3, I.C.4, I.C.5 and III. Organizational Excellence, III.A.1

B. Effect on Budget (EOB): No change

C. Level of Service (LOS): Ensures the City Attorney's questions are answered and confirmed by FDOT.

III. CONCLUSION: FDOT will sign the attached letter and Staff can then move forward with completion of Form 23

IV. RECOMMENDED MOTION: I move City Council approve the motion to submit the attached City Attorney letter to FDOT and authorize the City Manager sign the Form 23 once FDOT signs the attached confirmation letter.

Attachments:

1. Letter clarifying Form 23 -- FDOT
and City of Destin -- final

January __, 2019

Jonathan Harris
District Utilities Administrator
Florida Department of Transportation
District Three
1074 Highway 90 East
Chipley, Florida 32428

**RE: Clarification of the effect of Gulf Power Company Assignment
Lighting Service Contract Rate Schedule OS (Part I/II) Form 23**

Dear Mr. Harris:

The purpose of this letter is not to change the parties' positions, but rather to clarify the effect of the Gulf Power Company Assignment Lighting Service Contract Rate Schedule OS (Part I/II) Form 23 ("Form 23") that Florida Department of Transportation ("FDOT") has requested the City of Destin (the "City") to execute. To understand the effect of Form 23, it is necessary to briefly review documents that Form 23 references.

Previously, on July 26, 2017, FDOT and Gulf Power Company ("GP") entered into Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule OS (Part I/II) Form 5 ("Form 5"). Form 5 incorporates GP's Rate Schedule OS (Part I/II) Form 20 and Form 21 (the "Rate Schedules"). Form 5 requires FDOT to pay GP in up-front costs for the installation cost of lighting fixtures and facilities (the "Preliminary Costs"). Upon final execution of Form 23, FDOT assigns, and the City accepts, all of FDOT's rights, duties, obligations that FDOT is bound to by Form 5.

FDOT acknowledges and confirms that final payment for the Preliminary Costs owed to GP have been paid by FDOT to GP and, upon final execution of Form 23, the City will not be responsible for paying any of the Preliminary Costs.

Moreover, on July 1, 2011, FDOT and the City entered into a State Highway Lighting Maintenance, and Compensation Agreement (the "Compensation Agreement"), in which the City agrees to maintain all lighting located on the State Highway System within the jurisdictional boundaries of the City and as consideration for that maintenance, FDOT agrees to pay the City an annual lump sum. The lump sum paid by FDOT to the City is calculated pursuant to a formula which is impacted by the number of lights maintained by the City as described in the Compensation Agreement. The City's execution of Form 23 will require the City to maintain additional lights. FDOT acknowledges and confirms that the additional lights the City will be required to maintain as a result of Form 23 will be included in the calculation formula further described in the Compensation Agreement in accordance with the terms of the Compensation Agreement.

Thank you for your time and attention to this matter. Again, I do not believe this letter impacts the parties' rights and duties pursuant to the various contracts they have executed. However, I do believe this letter will serve a useful purpose in clarifying any potential ambiguity and help ensure that the parties continue to enjoy what has proved to be a fruitful relationship. If what I have stated in this letter is true and correct, and FDOT agrees with all the statements contained herein, please sign this letter and return it to me at your earliest convenience. Upon receipt of this letter, the City will promptly execute Form 23.

If you have any further questions or comments, please do not hesitate to contact me at kbauman@asglegal.com or (850) 863-4064.

Sincerely,

Kyle S. Bauman, Esq.,
City Attorney

Cc: Lance Johnson, City Manager

Enclosures: Form 23
Form 5
Compensation Agreement

Jonathan Harris
District Utilities Administrator
Florida Department of Transportation
District 3

Date: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019**TYPE OF AGENDA ITEM:** Consent Agenda

TO: City Council**THRU:** Bragg Farmer, Finance Director
Lance Johnson, City Manager**FROM:** Lisa Firth, Interim Parks & Rec Director**DATE:** February 13, 2019**SUBJECT:** Destin's Independence Day Fireworks Bid Approval

I. BACKGROUND: The City of Destin outsources the annual Independence Day Fireworks Display. The Parks & Recreation Department does not have the proper licenses or expertise to perform this function; therefore it is necessary to contract with a reputable vendor who has the expertise, equipment, licensing and resources. Pyro Shows, Inc. has satisfactorily provided these services for over fifteen years.

II. DISCUSSION: In January, 2019 the City solicited contractors to bid on providing the City's Independence Day fireworks show; submittal was received from PyroShows, Inc (26,500.00).

A. Link to Strategic Goals / Objectives: Enhanced Quality of Life: Destin's show has gained the reputation of being the premier show on the Emerald Coast and serves to enhance the quality of life for our residents, visitors and businesses.

B. Effect on Budget (EOB): The total amount of the 2018 show, using Eglin Air Force Base property as the launch site is, \$26,500. Adequate funds have been included in the City's FY-2019 Special Events budget, item number 0157486-534000.

C. Level of Service (LOS): By contracting with PyroShow, Inc., who has a proven track record of fifteen year proven track record of exceeding the Expectations of our residents, visitors and businesses the City will be at a minimum maintaining its level of service to customers.

III. CONCLUSION: Staff recommends that the City contract with PyroShows, Inc. to provide the Independence Day fireworks show. PyroShows Inc. has been

conducted the last fourteen Independence Day fireworks shows for the City and has done so in a professional, world class manner. They work well with our partners from the USAF who allow the City use of their property as the launch site for the show.

They also work very well with the Jackson Guard who protect nesting turtles and other wildlife near the launch site. Most importantly the feedback from spectators viewing the show are always very positive prompting many visitors to return to Destin each year to see our fireworks show.

IV. RECOMMENDED MOTION: I move to adopt Resolution 19-02, awarding Pyro Shows, Inc. of LaFollette, TN to provide Destin' s Independence Day Fireworks show on July 4th and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. Pyro Shows BID FY19
2. Pyro Shell Description FY19
3. 2-12-19 Bid Mtg



Post Office Box 1776
115 North 1st Street
LaFollette, TN 37766
Phone: (800) 662-1331
www.pyroshows.com

ESPN

Monday Night Football

Silver Jubilee Celebration
Abu Dhabi, UAE

Fourth of July Washington
Monument
Washington, D.C.

Southeastern Conference
Football/Basketball

Let Freedom Sing
Nashville, TN

Harborfest
Norfolk, VA

US Soccer
Hartford, CT

Red, Hot, & Boom
Altamonte Springs, FL

Rivercade Days
Sioux City, IA

Texas Motor Speedway
Fort Worth, TX

Dollywood
Pigeon Forge, TN

Riverbend Festival
Chattanooga, TN

Tennessee Titans Football
Nashville, TN

Silver Dollar City
Branson, MO

Lighted Boat Parade
Jacksonville, FL

Fourth of July
Fort Bragg, NC

Bristol Motor Speedway
Bristol, TN

Vulcan Park and Museum
Birmingham, AL

International Fireworks
Competition
San Sebastian, Spain

Stone Mountain Laser Show
Stone Mountain, GA

January 30, 2019

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

Re: Request for Bids NO.18-16-REC-Independence Day Fireworks Display

Dear Mr. Johnson,

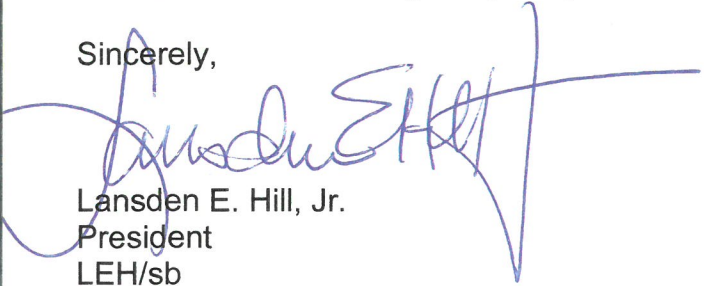
I am pleased to enclose a firework bid for the City of Destin for 2019 and the possibility of five (5) renewals.

Our bid includes all materials, labor, permits, and insurance to provide you with a safe and exciting 4th of July fireworks display. We have \$10,000,000 general liability insurance coverage. The City is named as Additional Insured at no cost. All Pyro Shows vehicles that carry explosives are covered by \$10,000,000 automobile liability. All of our employees are covered under workers compensation valid in the state of Florida.

Our bid price is \$26,500. That includes the extra cleanup on the beach the day following the show. Pyro Shows can discount the bid price by \$1,500 if the City of Destin can provide rooms for the crew. That would put our total bid at \$25,000 for 2019.

Thank you for allowing Pyro Shows the opportunity to provide you with a firework bid. We hope to have the chance to work for you throughout the term of this contract including all option years.

Sincerely,


Lansden E. Hill, Jr.
President
LEH/sb



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Pyro Shows, Inc.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 1776	Requester's name and address (optional)	
6 City, state, and ZIP code LaFollette, TN 37766		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

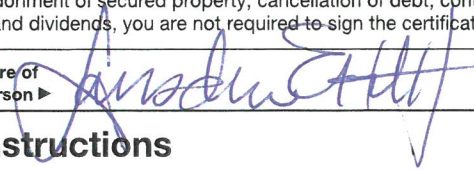
Social security number									
				-			-		
or									
Employer identification number									
6	2	-	1	4	2	1	5	5	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 1/30/19
-----------	--	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

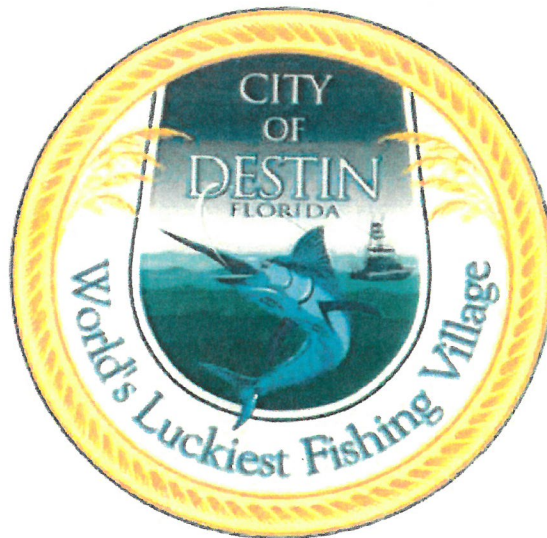
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT**

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS NO. 18-16-REC

INDEPENDENCE DAY FIREWORKS DISPLAY



January 2019

L. Johnson

Lance Johnson
City Manager
Phone (850) 837-4242
FAX (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

BIDDER'S INITIAL HERE: LEH Page 1 of 11

CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed bids for its annual Independence Day Fireworks display held annually on July 4th. This will be a full-service contract. The show shall last a minimum of 22 minutes and include an accompanying soundtrack to be broadcast by the City's partner radio station. The successful bidder shall comply with all terms set forth in the contract and the City's agreement with Eglin Air Force Base for the use of USAF property as the launch site. Successful Bidder shall provide the City with proof of current Liability Insurance and Worker's Compensation Coverage. Vendors interested in this contract may obtain Proposal Documents and Specifications by contacting the City of Destin, City Clerk's Office at (850) 837-4242, between the hours of 8 a.m. and 5 p.m., Monday through Friday. A mandatory Pre-Bid meeting is scheduled on Thursday, January 17, 2019, at 1:30 pm. The meeting will be held at City Hall, 4200 Indian Bayou Trail. BIDS must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin Florida 32541, in a sealed envelope clearly marked "**RFB 18-16-REC, Destin's Independence Day Firework Display**" no later than **2:00pm (CST) FEBRUARY 7, 2019**, at which time they will be opened and read aloud. The City reserves the right to reject any and all Bids, to waive minor defects in the process, to take any other actions and to accept the bid deemed by the City to be in the City's best interest.



Lance Johnson
City Manager

BIDDER'S INITIAL HERE: LEH Page 2 of 11

CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

REQUEST FOR BIDS NO. 18-16-REC:

- I. **PURPOSE:** The City prides itself on providing its residents and visitors with the best Independence Day pyrotechnics celebration on the Emerald Coast. The purpose of this Request for BIDS, (RFB #18-16-REC), is to secure sealed BIDS for the Independence Day Fireworks Display held annually on July 4th with a minimum duration of 22 minutes. The winning submitter will enter into a one-year contract beginning with the July 4th, 2019 fireworks show. The contract will be eligible for up to five (5) annual renewals as submitted when mutually agreed upon by both parties.
- II. **SCOPE OF WORK:** The Scope of Work requires the contractor to provide all: fireworks, labor, shipping, setup, cleanup of launching and staging areas, pre and post event security, permitting, insurance, equipment and any other associated items required to provide a professional, safe fireworks show. The Independence Day fireworks show date is July 4th with a rain date of July 5th. The fireworks show will be launched from a site determined by the City. Currently the City has an Agreement in place with the United States Air Force to utilize a section of their land located adjacent to the western jetty of East Pass as the launching site for the Independence Day Fireworks Show. The contractor is responsible for all materials, staffing, licensing, permitting, transportation, storage, site security, fire contingency and application of the work on a continuing contract basis. Along with the proposal package, the vendor shall provide the City of Destin with a list of the brands, size, quantity, cost of each shell, and the country where the shells originated. The successful bidder will be required to have a representative present at the annual Fireworks Safety Coordination meeting held each year approximately 7-10 days in advance of July 4th.

DETAILED PERFORMANCE SPECIFICATIONS

A. This is a one year continuing services contract beginning in 2019 renewable for five subsequent one-year contracts as submitted in bids for RFB 18-16-REC in the winning proposal if performance meets the City's expectations and both parties agree to the extension. Contractor must have adequate licensed personnel and equipment to complete the project within the time allocation. Bids are to include all costs associated with providing the specified full-service fireworks displays to include but not limited to: materials, labor, transportation, shipping, setup, site cleanup, site security, insurance, licensing, permits, equipment and any other associated cost to provide a safe, professional display.

Standard Specifications/Requirements:

- 1) Minimum Fireworks Show Duration: The July 4th display must be a minimum of 22 minutes.
- 2) Show must be synchronized to music that will be played through our local radio station. Vendor must provide City with the proposed musical accompaniment at least 8 weeks in advance for content approval and contact radio station determined by City and supply them with all necessary materials to produce a synchronized fireworks display.
- 3) Must provide transportation to and from the launch site located ½ mile on beach near the West Jetties of East Pass from the parking/staging area at the USAF Beach Club property. Transportation must be completed in compliance with all terms established in the City's Agreement with the USAF for use of their property for this event.
- 4) Set-up, execution and Clean-up must meet all specifications established in the USAF/City Agreement

BIDDER'S INITIAL HERE: LEH Page 3 of 11

CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

for use of their property for this event. This includes but is not limited to: staying out of protected areas, mitigating for protected species nesting in the area and hand cleaning sand dunes and jetties where debris from the show has landed. Removal of all firework debris 2" or greater after the event. Disposing of trash generated by the event off site. Beach sweeping of the launch area will be coordinated by the City if requested to do so by the U.S.A.F.

- 5) A list of proposed devices to be discharged and their value. Any "low Level" devices (Cakes, Candles, Strobe Pots, Etc.) must be listed separately and described. Items attached to shells, such as comets, are not to be included in total shell counts. All aerial shells are to be listed separately and size quoted in diameter only.
 - 6) At least 10% of shells must be of American origin.
 - 7) Contractor is responsible for securing all permits, permissions, and approvals required based on the designated launch site and coordinating with all local, state and federal agencies/organizations as required.
 - 8) The City realizes that there is a wide range in the cost and quality of display fireworks. Total quantity of shells will not be a major factor in the award of proposal. The City believes that fireworks displays, by their nature, are a professional service and therefore the selection will be made based on subjective terms rather than quantitative. Heavy emphasis will be placed on the reputation of the company, the references supplied and past experiences with the company.
 - 9) Duration Shortfall Penalty: A penalty of \$1,000 per minute will be assessed at the City's discretion.
- B. Contractor must have adequate licensed personnel and equipment to complete the project within the time allocation and a minimum general liability & vehicle insurance policy of five million dollars.
- C. Within the parameters of the scope of work, the contractor shall bear responsibility for curing any and all damages to the launch site area and its grounds resulting from the execution of fireworks display.
- D. Payment of services will be paid accordance with the City of Destin's purchasing policy.

III. BID REQUIREMENTS: Mandatory documentation for responsive bids.

- a. Completed Bid Form including the number of years the firm has done business
- b. Completed IRS form W-9 [available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]
- c. References: Provide the contact information for at least of your customers whom you have provided fireworks shows for within the last year, with value equal to or greater than your price quote.
- d. Current work commitments and staff available
- e. Evidence of all required federal, state and local license, certifications and permits to perform the service.
- f. Proof of required D.O.T. 5 million-dollar Vehicle Insurance
- g. Proof of eligibility to obtain adequate Liability and Workman's Compensation insurance coverage.
- h. List of the brands, size, cost and country of origin for each shell.
- i. One original hard copy, Six (6) hard copies and one electronic copy of your bid submission.
- j. Completed Drug Free Workplace and Public Entity Crime forms.
- k. Contractor must initial each page of RFB 18-16-REC acknowledging all terms as outlined.
- l. Security Plan (site specific).
- m. Fire Contingency Plan (site specific).
- n. Attendance at mandatory pre-application meeting (January 17, 2019 at 1:30 pm at Destin City Hall).

BIDDER'S INITIAL HERE: LEH Page 4 of 11

CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

- IV. **SUBMITTAL REQUIREMENTS:** Each Bid shall include, in the following order, the mandatory information outlined below to be considered responsive. Bids not meeting these requirements may be considered with minor discrepancies.
- A. **Bid Form.** Your completed Bid Form (form contained within this RFB) shall precede all other required documents.
 - B. **Equipment & Personnel.** List of equipment and personnel to support the Bidder's ability to adequately complete the work to the satisfaction of the City.
 - C. **References.** A list of not less than three (3) references similar both in scope and type of work which your company has successfully completed within the past five (5) years. References shall include contact names, addresses, phone numbers, email addresses and dates of service for each project. The contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person must be informed they are being used as a reference and that the City may be contacting them. Do not list persons who are unable to answer specific questions regarding the requirements. Only those Bidders showing acceptable experience in work of this nature will be considered eligible.
 - D. **Licensing.** Each Bid shall contain evidence of proper licensing to perform required services in the State of Florida, Okaloosa County, and City of Destin.
 - E. **Public Entity Crime Form.** Each Bid shall contain a completed Public Entity Crime Form, a copy of which is attached, pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any Bid from or award any contract to, or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.
 - F. **Disclosure.** Each Bid is subject to the provisions of Florida Statutes, Chapter 112, providing that all Bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all Bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.
 - G. **Joint Ventures.** Firms submitting Bids as a joint venture shall submit to the City, as part of Bids, a copy of any joint venture agreement.
 - H. **Drug - Free Workplace Program.** Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more Bids, which are equal in respect to quality and service, are received and rated by the City. Bidders intending to demonstrate a Drug-Free Workplace Program shall provide a Drug-Free Workplace Certification form with the RFB submittal a copy of which is attached.
 - I. **Sealed Submittal Packages.** All Bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CST, on Thursday, **February 7, 2019**. Bids may be mailed or delivered to the Office of the City Clerk at the address below. An original plus six (6) copies of the Bid and one (1) electronic copy of the Bid shall be submitted in a sealed envelope clearly marked "**RFB 18-16-REC, Destin's Independence Day Firework Display**" and note the

BIDDER'S INITIAL HERE: LEH Page 5 of 11

CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

time and date of the opening. Regardless of method of delivery, each responder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Bids offered or received after the time set for the Bid Opening will be rejected and returned unopened to the Bidder

MAILING AND HAND-DELIVERY ADDRESS:

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

- J. Bid Opening. Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CST, on Thursday, **February 7, 2019** in the City of Destin, City Hall, 4200 Indian Bayou Trail, Destin, Florida. The City's Bid Committee will review all Bids and forward their recommendation to the City Council for award.

- K. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 18-16-REC may be directed to the individuals below:

For Technical Questions

OR

For Administrative Questions

Lisa Firth, Interim Parks & Recreation Director
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
lfirth@cityofdestin.com

Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242
ClerksDepartment@cityofdestin.com

- L. Responsive Bids. Only those Bids fulfilling all requirements outlined in this RFB will be considered.
- M. Bid Evaluations. The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the best offer(s) to the City Council for award of contract(s). The Bid Committee will evaluate the Bids and quotations from Bids submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive and responsible bidder(s) or recommend awarding the bid to a bidder who did not submit the lowest responsive bid when it serves the best interest of the City.

In determining the "most responsive, responsible Bidder," the City shall consider:

- The most advantageous prices contained in the bid.
- The ability, capacity and skill of the Bidder to perform the contract or provide the service required.
- Whether the Bidder can perform the contract or provide quality service promptly or within the time specified, without delay or interference for the categories stated on the bid form.
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- The quality of performance of previous contract of services, including, but not limited to, City contracts.
- The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.
- The sufficiency of the financial resources and ability of the Bidder to perform the contract or

BIDDER'S INITIAL HERE: LEH Page 6 of 11

CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

provide the service.

- The number and scope of conditions attached to the bid.
- The overall cost to the City.
- The best interests of the City.

N. Final Offer. The Bid, as submitted, will be considered to be the last and final offer. The Bid shall remain binding ninety (90) calendar days after the closing date of the request.

O. Reservation of Rights. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise Bids, to accept the Bid or award multiple Bids or take any other actions deemed by the City to be in the City's best interest.

P. Insurance. Provide proof of the Proposer's ability to maintain the required minimum insurance amount of \$5,000,000 for Auto liability (including bodily injury and property damage).

Provide Comprehensive General Liability: Coverage must be afforded on a form no more restrictive than the latest edition of the comprehensive General Liability Policy filed by the Insurance Services Office and must include:

1. Minimum limits of \$1,000,000 per occurrence and \$5,000,000 aggregate combined single limit for Bodily Injury Liability and Property Damage Liability
2. Premises and Completed Operations
3. Independent Collectors and Contractors
4. Contractual Coverage applicable to this specific contract including any hold harmless and indemnification agreement.
5. Additional Insured - The City and the U.S.A.F. shall be specifically included as additionally insured.

Provide Workers Compensation And Employer's Liability:

1. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; \
2. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
3. The Contractor, and its insurance carrier, waives all subrogation rights against the City of Destin, its officials, employees and volunteers for all losses or damages which occur during the contract period, whether the suit is brought during the contract period or not. The City requires all policies to be endorsed with WC 00 03 13 Waiver of our Right to Recover from others or equivalent.

Insurance Certificate Requirements

- a. The Contractor/Vendor shall provide a Certificate of Insurance to the City within thirty (30) days of the contract's execution. The City shall be shown as an Additional Insured with a Waiver of Subrogation where appropriate.
- b. The Contractor/Vendor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation, ten (10) days' notice if cancellation is for nonpayment of premium.
- c. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is

BIDDER'S INITIAL HERE: LEH Page 7 of 11

CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

- renewed) or prior.
- d. The Agreement, Contract, Event Dates, Bid number or other identifying reference must be listed on the certificate.

Q. Other Documentation. Any other documentation requested by the City within this RFB.

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

Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.

Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

S. No Contact Clause. All prospective Respondents are hereby instructed NOT to contact any member of the City of Destin, City Council, City Manager, or City of Destin staff member other than the authorized City contact person identified in this Solicitation, or the City's designated procurement staff member, regarding this solicitation package, or the Respondent's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact may be cause for rejection of your submittal.

Any questions relative to any item or portion(s) of this solicitation should be directed to City Clerk's Office at 850-837-4242. Office Hours: MONDAY-FRIDAY, 8:00 A.M. TO 5:00 P.M. or email at clerk@cityofdestin.com

BIDDER'S INITIAL HERE: LEH Page 8 of 11

CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

BID FORM: RFB 18-16-REC

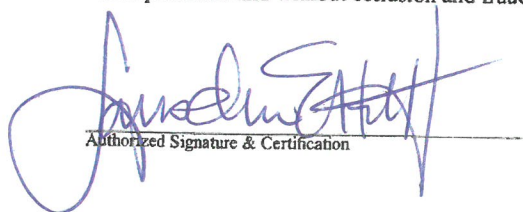
THIS BID SUBMITTED BY: (PLEASE TYPE OR PRINT ALL INFORMATION)

Authorized Representative's Name and Initials	NAME Lansden E. Hill, Jr.	INITIALS LEH
Authorized Representative's Title	President	
Company Name	Pyro Shows, Inc.	
Primary Address	P.O. Box 1776 115 N 1st Street	
City, State, Zip Code	CITY LaFollette TN	STATE TN ZIP CODE 37766
Telephone & Fax Numbers	TELEPHONE 423-566-5729	FAX 423-562-9171
Email Address	lansden@pyroshows.com	
Number of Years In Business	50	Web Site Address: www.pyroshows.com

Please Enter Your All-Inclusive Bid	LUMP SUM BID
PYROTECHNICS DISPLAY: INCLUDING ALL COSTS REQUIRED TO PRODUCE A SHOW OF THIS NATURE TO INCLUDE, BUT NOT BE LIMITED TO: TRANSPORTATION, SET-UP, SECURITY, FIRING AND REMOVAL OF ALL SUPPLIES, MATERIALS, DEBRIS AND TRASH FROM THE LAUNCH SITE AND SURROUNDING AREAS.	\$ 26,500.00

In accordance with your Request for BIDS, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby propose and agree if this bid is accepted, to contract with the City of Destin, Florida as a continuing services provider, to furnish any items or service requested herein RFB 18-16-REC and deliver same without additional cost to the City of Destin.

The undersigned further declares that he/she has carefully examined the specifications of RFB 18-16-REC and is thoroughly familiar with them and their provision(s). He/She further declares that no other person than the proposer herein named has any interest in this proposal or in the contract to be executed, and that it is made without any connection with any other person(s) making proposal for the same articles, and it is in all respects fair and without collusion and fraud.


 Authorized Signature & Certification

1/30/19
 Date

Lansden E. Hill, Jr. President
 Printed Name & Title

END OF BID FORM

BIDDER'S INITIAL HERE: **LEH** Page 9 of 11

CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for:
2. This sworn statement is submitted by PYRO SHOWS, Inc whose business address is:
P.O. Box 1796 LaRochelle TN 37160
62-1421555
- and (if applicable) Federal Employer Identification Number (FEIN) is 62-1421555. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
3. My name is Lansden E. Hill and my relationship to the entity named above is: President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list (please attach a copy of the final order).

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

Authorized Signature

Date

STATE OF FLORIDA, COUNTY OF

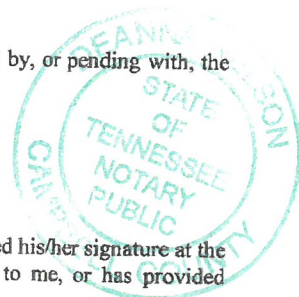
Campbell Co.

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 30 day of Jan, 20 19, and is personally known to me, or has provided as identification.

Notary Public My Commission expires:

9/13/2020

BIDDER'S INITIAL HERE: LEH Page 10 of 11



CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

ATTACHMENT #2

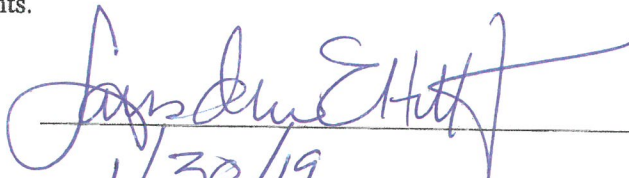
DRUG-FREE WORKPLACE CERTIFICATION

The below-signed bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

SIGNATURE:



DATE:

1/30/19

COMPANY:

Pyro Shows, Inc.

STREET ADDRESS:

P.O. Box 1776 115 N 1st Street

CITY, STATE:

LaFollette TN 37766

BIDDER'S INITIAL HERE: LEH Page 11 of 11

Shell Description

4" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
China	3	4.0	Aqua Peony w/ Spangle Pistil
China	2	4.0	Blue Bees
China	3	4.0	Blue Chrysanthemum with Silver Tail
USA	3	4.0	Blue Peony
USA	3	4.0	Blue Peony with Palm Pistil with Silver Tail
China	2	4.0	Blue Ring with Palm Pistil
China	2	4.0	Blue to Red Peony
China	3	4.0	Brocade Crown with Brocade Tail
China	3	4.0	Brocade Silver to Green
China	2	4.0	Brocade to Crackle
China	2	4.0	Brocade to Crackling
China	3	4.0	Brocade to Green Sparkling Lights
China	3	4.0	Brocade to Orange
China	3	4.0	Brocade to Pink Stars
China	3	4.0	Brocade to Purple
China	3	4.0	Brocade to Purple Stars with Brocade Tail
China	3	4.0	Chrysanthemum to Red Sparkling Lights with Silver Tail
USA	3	4.0	Color Chrysanthemum with Gold Tail
USA	2	4.0	Color Peony
USA	2	4.0	Color Waves with Silver Tail
USA	3	4.0	Colorful Peony with Palm Pistil
China	3	4.0	Crackling Palm
China	3	4.0	Dahlia Blue w/ Red tail
China	3	4.0	Electric Thunder Salutes
China	3	4.0	Fire Meteors
China	3	4.0	Five Colors
China	2	4.0	Glitter Coconut
USA	3	4.0	Glittering Silver to Blue Chrysanthemum
USA	3	4.0	Glittering Silver to Green Chrysanthemum
USA	3	4.0	Glittering Silver to Yellow Chrysanthemum
China	3	4.0	Gold Chrysanthemum with Blue Pistil
China	2	4.0	Gold Chrysanthemum with Blue Pistil with Gold Tail
China	3	4.0	Gold Waves with Gold Tail
China	3	4.0	Golden Glittering Palm with Gold Tail
China	2	4.0	Golden Orchard
China	3	4.0	Golden Pheasant
China	2	4.0	Golden Rays with Blue Pistil
China	3	4.0	Grand Celebration
China	2	4.0	Grapes All Over The Vineyard
China	3	4.0	Green & Red Reflecting
China	3	4.0	Green & Yellow Reflecting
China	3	4.0	Green and Blue Reflecting with Silver Tail
China	2	4.0	Green and Yellow Reflecting with Silver Tail
China	3	4.0	Green Chrysanthemum with Gold Tail
China	3	4.0	Green Chrysanthemum with Silver Tail

Shell Description

China	3	4.0 Green Crackling Willow
China	2	4.0 Green Peony
China	3	4.0 Green Peony w/ Blue Peony
China	3	4.0 Green Peony w/ Purple Pistil
China	3	4.0 Green Ring with Palm Pistil with Silver Tail
China	3	4.0 Green to White Peony
China	3	4.0 Half Blue & Half Silver Chrysanthemum
China	2	4.0 Half Red & Half Blue Chrysanthemum
China	3	4.0 Half Red & Half Purple Chrysanthemum
China	3	4.0 Half Yellow and Half Blue Chrysanthemum with Silver Tail
China	2	4.0 Multi Color Peony w/ Crackling Tail
China	3	4.0 Multi Reports
China	2	4.0 Orange Peony w/ Palm Core w/ Tail
China	3	4.0 Peacock Tail
China	3	4.0 Peacock Tails with Gold Tail
China	2	4.0 Peacock Tails with Silver Tail
China	3	4.0 Purple Chrysanthemum with Silver Tail
China	2	4.0 Purple Peony
China	3	4.0 Purple Ring with Brocade Center
China	3	4.0 Purple, Red, Green, Yellow, Blue, & Crackling w/ Tails
China	3	4.0 Red & Blue Peony w/ Silver Tail
China	3	4.0 Red Distant Waves
China	2	4.0 Red Peony
China	3	4.0 Red Peony with Gold Tail
China	3	4.0 Red Peony with Silver Tail
China	3	4.0 Red Strobe
China	3	4.0 Red to Silver Diamond & Blue w/ Tail
China	3	4.0 Silver Bees with Silver Tail
China	3	4.0 Silver Brocade to Orange
China	3	4.0 Silver Brocade to Pink
China	3	4.0 Silver Crackling Flowers
China	2	4.0 Silver Peony
China	2	4.0 Silver Ring
China	3	4.0 Silver Ring with Gold Tail
China	3	4.0 Silver Ring with Silver Tail
China	2	4.0 Silver Wave to Blue
China	2	4.0 Sparkling Golden and Silver Lights with Gold Tail
China	3	4.0 Sparkling Golden Lights
China	3	4.0 Sparkling Silver Lights
China	2	4.0 Titanium Salutes w/ Silver Tails
China	2	4.0 Variety Peony w/Silver Palm Core
China	3	4.0 White Crackling Willow
China	2	4.0 White Crackling Willow with Silver Tail
China	2	4.0 White Strobe Glitter& Red w/ Silver Tail
China	2	4.0 Yellow Bees
China	2	4.0 Yellow Peony
China	2	4.0 Yellow Ring with Silver Tail

Shell Description

China	3	4.0	Yellow to Red Peony
China	2	4.0	Yellow to Red Reflecting with Silver Tail

250

TOTAL 4" MAIN BODY SHELLS

5" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
China	2	5.0 Astragulus
China	2	5.0 Blooming Silvery Chrysanthemum with Silver Tail
China	2	5.0 Blue Chrysanthemum with Silver Tail
China	2	5.0 Blue Crossette
China	2	5.0 Blue Peony with Palm Pistil with Silver Tail
China	1	5.0 Blue to Orange Peony with Gold Flashing Pistil
China	2	5.0 Brocade Crown to Purple Tail
China	2	5.0 Brocade Crown with Brocade Tail
China	2	5.0 Brocade Crown with Gold Strobe Pistil
China	2	5.0 Brocade to Blue with Red Center
China	2	5.0 Brocade to Green with Red Center w/ Green Tail
China	2	5.0 Brocade to Purple Stars with Brocade Tail
China	2	5.0 Butterfly Pattern
China	2	5.0 Chrysanthemum to Red Sparkling Lights with Silver Tail
USA	2	5.0 Color Chrysanthemum with Gold Tail
USA	2	5.0 Color Peony
USA	2	5.0 Color Waves with Silver Tail
USA	2	5.0 Colorful and Silver Rain w/ Crackling Tail
China	2	5.0 Crackling Palm with Crackling Tail
China	2	5.0 Crocus
China	2	5.0 Crown to Multicolor w/ Gold Tail
China	2	5.0 Double Ring (Red Inner & Blue Outer)
China	2	5.0 Double Ring (Yellow Inner and Purple Outer)
China	2	5.0 Electric Thunder Salutes
China	2	5.0 Fire Meteors
China	2	5.0 Five Colors
China	1	5.0 Flourishing
China	1	5.0 Glitter Coconut
USA	2	5.0 Glittering Silver to Blue Chrysanthemum
USA	2	5.0 Glittering Silver to Green Chrysanthemum
USA	2	5.0 Glittering Silver to Yellow Chrysanthemum
China	2	5.0 Gold Chrysanthemum with Blue Pistil with Gold Tail
China	1	5.0 Gold Edge Colorful Pistil
China	1	5.0 Gold Palm with Green Sparkling Lights w/ Gold Tail
China	1	5.0 Gold Palm with Red Sparkling Lights
China	2	5.0 Gold Waterfall Shell w/ Gold Tail
China	2	5.0 Gold Waves with Gold Tail
China	2	5.0 Gold Waves with Silver Tail
China	2	5.0 Gold Willow with Gold Tail
China	2	5.0 Golden Glittering Palm with Gold Tail
China	2	5.0 Golden Pheasant

Shell Description

China	2	5.0	Golden Rays with Blue Pistil
China	2	5.0	Grand Celebration
China	2	5.0	Grapes All Over the Vineyard
China	1	5.0	Green and Yellow Reflecting with Gold Tail
China	2	5.0	Green and Yellow Reflecting with Silver Tail
China	1	5.0	Green Chrysanthemum with Gold Tail
China	1	5.0	Green Chrysanthemum with Silver Tail
China	2	5.0	Green Peony
China	2	5.0	Green Peony w/ Blue Peony
China	2	5.0	Green Peony w/ Brocade Center w/ Gold Tail
China	2	5.0	Green Ring with Palm Pistil with Silver Tail
China	2	5.0	Green to White Peony
China	2	5.0	Green to Yellow Peony with Palm Pistil
China	1	5.0	Half Blue and Half Green with Palm Pistil
China	1	5.0	Half Red & Half Blue Chrysanthemum
China	1	5.0	Half Red & Half Green w/ Palm Pistil
China	2	5.0	Half Red & Half Purple Chrysanthemum
China	1	5.0	Half Yellow and Half Blue Chrysanthemum with Gold Tail
China	2	5.0	Half Yellow and Half Blue Chrysanthemum with Silver Tail
China	2	5.0	Happy Face Pattern
China	2	5.0	Heart Pattern
China	1	5.0	Kamuro w/ Fuchsia Strobe
China	2	5.0	Multi Color Peony w/ Crackling Tail
China	2	5.0	Multi Reports
USA	1	5.0	Orange Peony with Blue Pistil
USA	1	5.0	Orange Peony with Crackling Pistil
China	2	5.0	Orchid
China	2	5.0	Peacock Tail
China	2	5.0	Peacock Tails with Gold Tail
China	2	5.0	Peacock Tails with Silver Tail
China	2	5.0	Pink Peony with Purple Pistil
China	2	5.0	Pink Peony with Sparkling Silver Pistil
China	2	5.0	Purple Chrysanthemum with Silver Tail
China	1	5.0	Purple Peony to Moving Silver Snakes w/ Silver Tail
China	2	5.0	Purple Peony w/ Moving Silver Snakes
China	1	5.0	Purple Peony with Brocade Center
China	1	5.0	Purple Peony with Red & Blue Pistil w/ Gold Tail
China	2	5.0	Purple, Red, Green, Yellow, Blue, & Crackling w/ Tails
China	2	5.0	Red Chrysanthemum to Blue with Silver Center w/ Silver Tail
China	2	5.0	Red Chrysanthemum to Green with Red Center
China	1	5.0	Red Crossette
China	2	5.0	Red Crossette w/ Red Tail
China	2	5.0	Red Peony w/ Yellow Pistil w/ Crackling Tail
China	1	5.0	Red Peony with Gold Tail
China	2	5.0	Red Peony with Silver Brocade Pistil
China	2	5.0	Red Peony with Silver Tail
China	2	5.0	Silver Bees with Silver Tail

Shell Description

China	2	5.0	Silver Glitter Palm w/ Silver Tail
China	2	5.0	Silver Peony with Red Ring
China	2	5.0	Silver Ring with Gold Tail
China	2	5.0	Silver Ring with Silver Tail
China	2	5.0	Silver Sparkling Lights w/ Red & Blue Crossettes
China	2	5.0	Silver Strobe with Thunders w/ Silver Tail
China	2	5.0	Silver to Pink Peony w/ Blue Pistil w/ Silver Tail
China	2	5.0	Silver Tourbillions
China	2	5.0	Singing Willow Warbler
China	1	5.0	Sparkling Gold Lights
China	2	5.0	Sparkling Golden and Silver Lights with Gold Tail
China	2	5.0	Sparkling Silvery Lights
China	2	5.0	Star Pattern
China	2	5.0	Sunflower
China	2	5.0	Titanium Salutes w/ Silver Tails
China	2	5.0	Triplet Bloom
USA	2	5.0	White Crackling Willow with Silver Tail
USA	2	5.0	White to Red Peony w/ Yellow Pistil w/ Silver Tail
China	2	5.0	Yellow Peony to Moving Silver Snakes
China	2	5.0	Yellow Peony w/ Blue Components
China	2	5.0	Yellow Peony with Crackling Pistil
China	2	5.0	Yellow Ring with Silver Tail
China	2	5.0	Yellow to Red Reflecting with Silver Tail

200

TOTAL 5" MAIN BODY SHELLS

6" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
China	1	6.0	Astragalus
China	2	6.0	Blooming Silver w/ Silver Tail
China	2	6.0	Blue & Spangle
China	2	6.0	Blue Chrysanthemum with Silver Tail
China	2	6.0	Blue Peony
China	2	6.0	Blue Peony to Red w/ Silver Pistil w/ Silver Tail
China	2	6.0	Blue to Red Glitter
China	2	6.0	Blue to Red Glitter & Spangle
China	2	6.0	Brocade Crown to Crackling w/ Crackling Tail
China	2	6.0	Brocade to Blue & Red Sparkling Lights w/ Gold Tail
China	2	6.0	Brocade to Blue to Yellow w/ Gold
China	2	6.0	Brocade to Blue w/ Gold Tail
USA	2	6.0	Color Chrysanthemum with Gold Tail
USA	2	6.0	Colorful Peony to Crackling Stars w/ Crackling Tail
China	1	6.0	Crocus w/ Yellow Tail
China	2	6.0	Crown to Silver Strobe w/ Gold Tail
China	2	6.0	Dragon Eggs
China	2	6.0	Flourishing w/ Gold Tail
China	2	6.0	Glitter to Purple Chrysanthemum w/ Green w/ Silver Tail
China	2	6.0	Gold Edge Colorful Pistil

Shell Description

China	2	6.0 Gold Edge w/ Colorful Pistil w/ Gold Tail
China	2	6.0 Gold Glitter
China	2	6.0 Gold Sparkle w/ Crackle Tail
China	1	6.0 Gold Wave Purple w/ Gold Flashing Pistil w/ Gold Tail
China	1	6.0 Gold Wave Purple w/ Gold Flashing Pistil w/ Silver Tail
China	2	6.0 Golden Dragons w/ Gold Tail
China	2	6.0 Grass Green Crackle Saturn w/ Orange Crossette Ring
China	2	6.0 Green Chrysanthemum w/ Red-Green Strobe Pistil w/ Tail
China	2	6.0 Green Crackling Shell of Shells w/ Gold Tail
China	2	6.0 Green Glitter
China	1	6.0 Green to Gold Peony
China	1	6.0 Green to Silver Peony
China	2	6.0 Half Blue and Half Orange w/ Strobe Pistil w/ Strobe Tail
China	2	6.0 Half Green and Half Gold w/ Strobe Pistil w/ Strobe Tail
China	2	6.0 Half Orange and Half Green w/ Strobe Pistil w/ Strobe Tail
China	2	6.0 Half Purple and Half Yellow w/ Strobe Pistil w/ Strobe Tail
China	2	6.0 Half Red and Half Blue w/ Strobe Pistil w/ Strobe Tail
China	2	6.0 Half Red and Half White w/ Strobe Pistil w/ Strobe Tail
China	2	6.0 Half White and Half Purple w/ Strobe Pistil w/ Strobe Tail
China	2	6.0 Half Yellow and Half Blue w/ Strobe Pistil w/ Strobe Tail
China	2	6.0 Half Yellow and Half Green w/ Strobe Pistil w/ Strobe Tail
USA	2	6.0 Heart Pattern
USA	1	6.0 Kamuro w/ Fuchsia Strobe
China	2	6.0 Multi Color Peony with Crackling Tail
China	2	6.0 Multi-Color Chrysanthemum
USA	1	6.0 Orange Peony
USA	1	6.0 Orange Peony w/ Blue Pistil w/ Crackle Tail
China	2	6.0 Peace Pattern
China	2	6.0 Peacock Tail w/ Gold Tail
China	2	6.0 Pink Peony w/ Palm Pistil
China	2	6.0 Purple Chrysanthemum with Silver Tail
China	1	6.0 Purple Glitter w/ Palm Core
China	1	6.0 Purple to Crackling Flower w/ Green Pistil w/ Silver Tail
China	2	6.0 Rainbow Pattern
China	2	6.0 Red & Blue & White Peony
China	2	6.0 Red & White & Blue Glitter
China	2	6.0 Red Chrysanthemum & Glitter Palm Core
China	2	6.0 Red Distant Wave w/ Silver Tail
China	2	6.0 Red Palm Tree
China	1	6.0 Red to Crackling Crossette w/ Red Tail
China	1	6.0 Red to Crackling w/ Gold Palm Core
China	2	6.0 Red to White Strobe
China	1	6.0 Red to White Strobe & Blue
China	1	6.0 Red w/ Gold Palm
China	2	6.0 Shell of Shells w/ Palm Pistil w/ Silver Tail
China	2	6.0 Silver Peony w/ Red Ring w/ Tail
China	2	6.0 Silver to Crackling w/ Red Pistil

Shell Description

USA	2	6.0	Silver Tourbillions
China	2	6.0	Spangle Chrysanthemum w/ Variety Pistil
China	2	6.0	Sparkling Golden and Silver Lights with Gold Tail
China	2	6.0	Sparkling Silver Lights w/ Red & Blue Crossette w/ RST
China	2	6.0	Titanium Salutes Shell of Shells
China	2	6.0	Titanium Salutes with Silver Tail
USA	2	6.0	Tree Peony w/ Yellow Center w/ Silver Tail
China	1	6.0	Triplet Bloom w/ Crackling Tail
USA	2	6.0	Two-Color Change Chrysanthemum w/ Glitter Silver Pistil w/ Tail
China	2	6.0	White Crackling Willow with Silver Tail
China	2	6.0	White Peony
China	2	6.0	White Strobe Flitter w/Strobe w/ Silver Tail
China	2	6.0	White Twinkling
China	2	6.0	White Twinkling w/ Red Palm
China	1	6.0	Yellow Flowers in Battlefield w/ Gold Tail
China	1	6.0	Yellow to Crackling
China	2	6.0	Yellow to Red Reflecting with Silver Tail
	150		TOTAL 6" MAIN BODY SHELLS

8" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
USA	1	8.0	Assorted Bees
China	1	8.0	Blooming Silvery
China	1	8.0	Colorful & Silver Rain w/ RST
China	1	8.0	Double Rings & Brocade to Green w/ RGT
China	1	8.0	Gold Glitter
China	1	8.0	Green to Silver Peony
USA	1	8.0	Orange Peony
China	1	8.0	Pink Peony Silver Strobe w/ Silver Strobe Crossette w/ Silver Tail
China	1	8.0	Purple Glitter w/ Palm Core
China	1	8.0	Red & Blue & White Peony
China	1	8.0	Silver to Crackling w/ Red Pistil
China	1	8.0	Spangle Chrysanthemum w/ Variety Pistil
	12		TOTAL 8" MAIN BODY SHELLS

10" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
China	1	10.0	Astragalus
China	1	10.0	Blue & Spangle
China	1	10.0	Brocade Crown w/ Red Green Tail
China	1	10.0	Flourishing w/ RST
China	1	10.0	Gold Wave Purple w/ Gold Flashing Pistil w/ Gold Tail
China	1	10.0	Mixed Orange & Yellow Dahlia
USA	1	10.0	Multi-Color Chrysanthemum w/ RGT
China	1	10.0	Red & White & Blue Glitter
China	1	10.0	Sparkling Silver Lights w/ Red & Blue Crossette w/ RST

Shell Description

China	1	10.0	Titanium Salutes Shell of Shells
USA	1	10.0	White Twinkling
China	1	10.0	Yellow to Crackling

12	TOTAL 10" MAIN BODY SHELLS
-----------	-----------------------------------

LOW LEVEL PRESENTATION

China	4500	0.75	Silver Whistles
USA	500	0.75	Silver Whistles

5000	TOTAL LOW LEVEL PRESENTATION
-------------	-------------------------------------

3" FINALE SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
China	2	3.0	Aqua Peony w/ Spangle Pistil
China	2	3.0	Assorted Bees
China	2	3.0	Astragalus
China	2	3.0	Blooming Silvery
China	2	3.0	Blooming Silvery Chrysanthemum with Silver Tail
China	2	3.0	Blue & Spangle
China	2	3.0	Blue Bees
China	2	3.0	Blue Chrysanthemum with Silver Tail
China	2	3.0	Blue Crossette
China	2	3.0	Blue to Red Glitter
China	2	3.0	Blue to Red Peony
China	2	3.0	Brocade Crown to Purple Tail
China	2	3.0	Brocade Crown w/ Red Green Tail
China	2	3.0	Brocade Crown with Brocade Tail
China	2	3.0	Brocade Crown with Gold Strobe Pistil
China	2	3.0	Brocade Silver to Green
China	2	3.0	Brocade to Blue with Red Center
China	2	3.0	Brocade to Crackling
China	2	3.0	Brocade to Green Sparkling Lights
China	2	3.0	Brocade to Purple
China	2	3.0	Brocade to Purple Stars with Brocade Tail
China	2	3.0	Butterfly Pattern
China	2	3.0	Chrysanthemum to Red Sparkling Lights with Gold Tail
China	2	3.0	Chrysanthemum to Red Sparkling Lights with Silver Tail
USA	2	3.0	Color Chrysanthemum with Gold Tail
USA	2	3.0	Color Chrysanthemum with Silver Tail
USA	2	3.0	Color Peony
USA	2	3.0	Color Waves with Gold Tail
USA	2	3.0	Color Waves with Silver Tail
USA	2	3.0	Colorful & Silver Rain w/ RST
USA	2	3.0	Colorful and Silver Rain w/ Crackling Tail
USA	2	3.0	Colorful Peony with Palm Pistil
China	2	3.0	Crackling Palm
China	2	3.0	Crackling Palm with Crackling Tail

Shell Description

China	2	3.0	Crocus
China	2	3.0	Crown to Multicolor w/ Gold Tail
China	2	3.0	Dahlia Blue w/ Red tail
China	2	3.0	Double Ring (Red Inner & Blue Outer)
China	2	3.0	Double Ring (Yellow Inner and Purple Outer)
China	2	3.0	Double Rings & Brocade to Green w/ RGT
China	2	3.0	Electric Thunder Salutes
China	2	3.0	Fire Meteors
China	2	3.0	Five Colors
China	2	3.0	Flourishing
China	2	3.0	Flourishing w/ RST
China	2	3.0	Glitter Coconut
China	2	3.0	Glittering Silver to Blue Chrysanthemum
China	2	3.0	Glittering Silver to Green Chrysanthemum
China	2	3.0	Glittering Silver to Yellow Chrysanthemum
China	2	3.0	Gold Chrysanthemum with Blue Pistil
China	2	3.0	Gold Chrysanthemum with Blue Pistil with Gold Tail
China	2	3.0	Gold Chrysanthemum with Blue Pistil with Silver Tail
China	2	3.0	Golden Glittering Palm with Gold Tail
China	2	3.0	Golden Orchard
China	2	3.0	Golden Pheasant
China	2	3.0	Golden Rays with Blue Pistil
USA	2	3.0	Grand Celebration
USA	2	3.0	Grapes All Over The Vineyard
China	2	3.0	Green and Yellow Reflecting with Silver Tail
China	2	3.0	Green Chrysanthemum with Gold Tail
China	2	3.0	Green Chrysanthemum with Silver Tail
China	2	3.0	Green Crackling Willow
China	2	3.0	Green Peony
China	2	3.0	Green Peony w/ Blue Peony
China	2	3.0	Green Peony w/ Brocade Center w/ Gold Tail
China	2	3.0	Green Peony w/ Purple Pistil
China	2	3.0	Green Ring with Palm Pistil with Gold Tail
China	2	3.0	Green Ring with Palm Pistil with Silver Tail
China	2	3.0	Green to Silver Peony
China	2	3.0	Green to Yellow Peony with Palm Pistil
China	2	3.0	Half Blue & Half Silver Chrysanthemum
China	2	3.0	Half Blue and Half Green with Palm Pistil
China	2	3.0	Half Red & Half Blue Chrysanthemum
China	2	3.0	Half Red & Half Green w/ Palm Pistil
China	2	3.0	Half Red & Half Purple Chrysanthemum
China	2	3.0	Half Yellow and Half Blue Chrysanthemum with Gold Tail
China	2	3.0	Half Yellow and Half Blue Chrysanthemum with Silver Tail
USA	2	3.0	Happy Face Pattern
USA	2	3.0	Heart Pattern
China	2	3.0	Kamuro w/ Fuchsia Strobe
China	2	3.0	Mixed Orange & Yellow Dahlia

Shell Description

USA	2	3.0 Multi Color Peony w/ Crackling Tail
USA	2	3.0 Multi Reports
USA	2	3.0 Multi-Color Chrysanthemum w/ RGT
China	2	3.0 Orange Peony
China	2	3.0 Orange Peony w/ Palm Core w/ Tail
China	2	3.0 Orange Peony with Blue Pistil
China	2	3.0 Orange Peony with Crackling Pistil
China	2	3.0 Orchid
China	2	3.0 Peacock Tail
China	2	3.0 Peacock Tails with Gold Tail
China	2	3.0 Peacock Tails with Silver Tail
China	2	3.0 Pink Peony Silver Strobe w/ Silver Strobe Crossette w/ Silver Tail
China	2	3.0 Pink Peony with Purple Pistil
China	2	3.0 Pink Peony with Sparkling Silver Pistil
China	2	3.0 Purple Chrysanthemum with Silver Tail
China	2	3.0 Purple Glitter w/ Palm Core
China	2	3.0 Purple Peony
China	2	3.0 Purple Peony to Moving Silver Snakes w/ Silver Tail
China	2	3.0 Purple Peony with Brocade Center
China	2	3.0 Purple Peony with Red & Blue Pistil w/ Gold Tail
China	2	3.0 Purple Ring with Brocade Center
China	2	3.0 Purple, Red, Green, Yellow, Blue, & Crackling w/ Tails
China	2	3.0 Red & Blue & White Peony
China	2	3.0 Red & Blue Peony w/ Silver Tail
China	2	3.0 Red & White & Blue Glitter
China	2	3.0 Red Blue Silver Flashing w/ Brocade Silver w/ Blue & Red Pistil
China	2	3.0 Red Chrysanthemum & Glitter Palm Core
China	2	3.0 Red Chrysanthemum to Blue with Silver Center w/ Silver Tail
China	2	3.0 Red Chrysanthemum to Green with Red Center
China	2	3.0 Red Peony w/ Yellow Pistil w/ Crackling Tail
China	2	3.0 Red Peony with Gold Tail
China	2	3.0 Red Peony with Silver Brocade Pistil
China	2	3.0 Red Peony with Silver Tail
China	2	3.0 Red Strobe
China	2	3.0 Red to Crackling w/ Gold Palm Core
China	2	3.0 Red to Silver Diamond & Blue w/ Tail
China	2	3.0 Red to White Strobe & Blue
China	2	3.0 Red w/ Gold Palm
China	2	3.0 Red White Blue Peony
China	2	3.0 Silver Bees with Silver Tail
China	2	3.0 Silver Brocade to Orange
China	2	3.0 Silver Brocade to Pink
China	2	3.0 Silver Crackling Flowers
China	2	3.0 Silver Glitter Palm w/ Silver Tail
China	2	3.0 Silver Peony
China	2	3.0 Silver Peony with Red Ring
China	2	3.0 Silver Ring

Shell Description

China	2	3.0	Silver to Crackling w/ Red Pistil
China	2	3.0	Silver to Pink Peony w/ Blue Pistil w/ Silver Tail
China	2	3.0	Silver Tourbillions
China	2	3.0	Silver Wave to Blue
China	2	3.0	Singing Willow Warbler
China	2	3.0	Spangle Chrysanthemum w/ Variety Pistil
China	2	3.0	Sparkling Gold Lights
China	2	3.0	Sparkling Golden and Silver Lights with Gold Tail
China	2	3.0	Sparkling Golden Lights
China	2	3.0	Sparkling Silver Lights
China	2	3.0	Sparkling Silver Lights w/ Red & Blue Crossette w/ RST
China	2	3.0	Sparkling Silvery Lights
China	2	3.0	Star Pattern
China	2	3.0	Sunflower
China	2	3.0	Titanium Salutes
China	2	3.0	Titanium Salutes w/ Silver Tails
China	2	3.0	Triplet Bloom
China	2	3.0	Variety Peony w/Silver Palm Core
China	2	3.0	White Twinkling
China	2	3.0	White Twinkling w/ Red Palm
China	2	3.0	Yellow Bees
China	2	3.0	Yellow to Red Reflecting with Silver Tail
300		TOTAL 3" FINALE SHELLS	

4" FINALE SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
USA	3	4.0	Assorted Bees
China	3	4.0	Blue Crossette
China	3	4.0	Blue Crossette w/Crackle
China	3	4.0	Blue Peony with Yellow Pistil
China	3	4.0	Brocade Silver to Red
China	3	4.0	Brocade Silver to Blue
China	3	4.0	Color Peony
China	3	4.0	Golden Ribbon
China	3	4.0	Green Crossette
Spain	3	4.0	Kamuro w/ Fuchsia Strobe
China	3	4.0	Orange Crossette
China	3	4.0	Popping Flowers
USA	3	4.0	Rainbow Streamers
China	3	4.0	Red Crossette
China	3	4.0	Singing Willow Warbler
China	3	4.0	White Crossette
USA	2	4.0	White Mag
50		TOTAL 4" FINALE SHELLS	

5" FINALE SHELLS

Shell Description

COUNTRY	QTY.	SIZE DESCRIPTION
China	3	5.0 Blue Crossette
USA	2	5.0 Bowtie Ring
China	2	5.0 Brocade Silver to Green
China	3	5.0 Crown to Multicolor w/ Gold Tail
China	3	5.0 Double Ring (Red Inner & Blue Outer)
China	3	5.0 Double Ring (Yellow Inner and Purple Outer)
China	3	5.0 Electric Thunder Salutes
China	3	5.0 Fire Meteors
China	3	5.0 Five Colors
China	2	5.0 Flourishing
USA	3	5.0 Golden Ribbon
China	2	5.0 Half Red & Half Blue Chrysanthemum
China	3	5.0 Popping Flowers
China	2	5.0 Red Crossette
China	3	5.0 White Crossette

40

TOTAL 5" FINALE SHELLS

6" FINALE SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
China	3	6.0 Blue Diamond
China	3	6.0 Brocade to Purple Stars with Brocade Tail
China	2	6.0 Color Waves with Silver Tail
China	2	6.0 Glittering Silver to Red Chrysanthemum
China	3	6.0 Gold Waves with Gold Tail
China	3	6.0 Green and Yellow Reflecting with Silver Tail
China	2	6.0 Green Chrysanthemum with Gold Tail
USA	3	6.0 Peacock Tails with Gold Tail
China	3	6.0 Red Peony with Silver Tail
China	2	6.0 Silver Ring with Silver Tail
China	2	6.0 Sparkling Silvery Lights
China	2	6.0 White Chrysanthemum

30

TOTAL 6" FINALE SHELLS

8" FINALE SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
USA	1	8.0 Brocade Silver to Blue Chrysanthemum
China	1	8.0 Half Red & Half Purple Chrysanthemum

2

TOTAL 8" FINALE SHELLS

10" FINALE SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
USA	1	8.0 Blooming Silvery
China	1	8.0 Brocade Crown

2

TOTAL 10" FINALE SHELLS

**MINUTES
BID COMMITTEE MEETING
TUESDAY, FEBRUARY 12, 2019**

1. CALL TO ORDER:

Mr. Bragg Farmer called the meeting to order on Tuesday, February 12, 2019 at 9:40 a.m., in the Destin City Hall Conference Room

2. ROLL CALL:

Members Present:

Bragg Farmer, Finance Director/Chairman
Tim Pietenpol, Interim Public Svcs. Director
Webb Warren, IT Director

Kim Montgomery, Deputy City Clerk
Lisa Firth, Recreation Director

Karen Jankowski, Human Resources Mgr.
Louis Zunguze, Community Development Director

3. APPROVAL OF MINUTES: January 8, 2019

Motion to approve the minutes of the January 8, 2019 meeting by Tim Pietenpol, seconded by Karen Jankowski. A roll call vote of 5-0 was taken and the motion passed.

4. NEW BUSINESS:

• RFB 18-16-REC, Independence Day Fireworks

Mr. Farmer announced that there was only one bid submitted and it was from the current contract holder, Pyro Shows and it's very similar to the current contract.

Mrs. Jankowski asked Mrs. Firth if she is happy with the company performance.

Mrs. Firth stated that she is and since they are the current contractor they are very familiar with everything involved before, during, and after the show.

There was a discussion regarding putting two of their employee up for the night of the show. Mts. Firth stated that she would get with the City Manager since he has dealt with them in the past and find out what is the procedure.

With no further discussion, Mr. Pietenpol made the motion to recommend City Council award RFB 18-16-REC, Independence Day Fireworks contract to Pyro Shows. Mrs. Jankowski provided the second to the motion. The motion passed with a vote of 5-0.

ADJOURNMENT:

There being no further discussion at this time; the meeting adjourned at 9:50 a.m.

Adopted this _____ day of _____ 2018

Bragg Farmer, Finance Director

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Rey Bailey, City Clerk
Kyle Bauman, City Attorney

FROM: Louis Zunguze, Community Development Director

DATE:

SUBJECT: Marine Construction at 947 Bambi Drive

I. BACKGROUND: Marine Construction at 947 Bambi Drive.

The project, located on Choctawhatchee Bay, includes one 5' X 114' access pier; one 6' X 16' platform; and one 3' X 36' catwalk. The total project footprint is ±774 total square feet.

II. DISCUSSION: Marine Construction at 947 Bambi Drive.

The project, located on Choctawhatchee Bay, includes one 5' X 114' access pier; one 6' X 16' platform; and one 3' X 36' catwalk. The total project footprint is ±774 total square feet.

A. Link to Strategic Goals / Objectives:

Link to City Strategic Goals /Objectives: 1) Enhance Quality of Life. 2) Improve Public Use of Beach, Waterways and Harbor. 3) Enhance and Preserve Heritage and Environment.

B. Effect on Budget (EOB):

Effect on Budget (EOB): There is not any anticipated effect on the budget. Additionally, there is no staff requirement for this project.

C. Level of Service (LOS):

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

III. CONCLUSION:

The application has been reviewed and approved by the Florida Department of Environmental Protection (FDEP) and City staff. City staff reviewed the application and determined that the plans comply with City Codes and regulations. Specifically, the proposed dock complies with *Article 11.05.01.F & S., City of Destin Land Development Code*, as well as the Coastal Management Element of the City's Comprehensive Plan (Coastal Management Element Policy 6-1.1.3).

IV. RECOMMENDED MOTION:

I move that the City Council approve a single-family marine construction project proposed at 947 Bambi Drive, not to exceed over 1,000 square feet, with the installation of a white light located at the furthest point out over the water.

Attachments:

1. 02192019 Harbor Board Agenda Item
947 Bambi Drive 02112019
2. 947 Bambi Drive Harbor Board APP
Complete
3. 1-28-19HB



CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019

TYPE OF AGENDA ITEM: **Consent Agenda**

TO: Mayor and City Council

THRU: Lance Johnson, City Manager

THRU: Rey Bailey, City Clerk

FROM: Louis Zunguze, Community Development Director

DATE: February 11, 2019

SUBJECT: Marine Construction at 947 Bambi Drive

I. ISSUE: Property owner Bart Begley submitted a Harbor & Waterways Board application on November 28, 2018, for a single-family residential marine construction project at 947 Bambi Drive. Per *Article 11.05.01.B., City of Destin Land Development Code*, all new marine construction and significant changes to existing marine construction require review by the Harbor & Waterways Board. After the review the Board forwards its recommendation to the City Council for final approval or denial.

II. BACKGROUND: Mr. Begley's property currently includes a dock 62 feet in length. This dock was damaged during Hurricane Michael. Mr. Begley proposes to rebuild and construct a dock at another location on the property.

III. REQUEST: The project, located on Choctawhatchee Bay, includes one 5' X 114' access pier; one 6' X 16' platform; and one 3' X 36' catwalk. The total project footprint is ±774 total square feet.

IV. DISCUSSION: Staff has determined that this proposed dock is located in Choctawhatchee Bay. Per *Article 11.05.01.F., City of Destin Land Development Code*, the maximum length allowed for a dock located on Choctawhatchee Bay is equal to 1.5 times the width of the property at the mean high water line, or 200 feet, whichever is less. The width of this property at the mean high water line is approximately 169 feet. Since the proposed dock is only 114 feet long, it meets this length requirement. The proposed dock also meets the requirements of *Article 11.05.01.S., City of Destin Land Development Code*, as it includes the required 25-foot riparian setback from the adjacent property owner.

At the Harbor and Waterways Board meeting of January 28, 2019, the Board discussed the initial project proposal, and the applicant indicated that he may be adding one 28' X 8' covered boat slip, which would increase the square footage of the project. However, the applicant indicated that the project would not exceed the terms and conditions as defined in the Florida Department of Environmental Protection (FDEP) self-certification permit issued to the applicant November 30, 2018.

Furthermore, the Board discussed the addition of a white navigation/security night-light at the terminal end of the dock, per Article 11.05.01.U., Land Development Code, and the applicant indicated he was willing to install the light on the recommendation of the Board.

Additionally, the proposal addresses the following City standards:

- A. **Link to City Strategic Goals /Objectives:** 1) Enhance Quality of Life. 2) Improve Public Use of Beach, Waterways and Harbor. 3) Enhance and Preserve Heritage and Environment.
- B. **Effect on Budget (EOB):** There is not any anticipated effect on the budget. Additionally, there is no staff requirement for this project.
- C. **Level of Service (LOS):** The City of Destin shall not incur any expense or revenue as a result of this Ordinance.

V. COMPREHENSIVE PLAN CONSISTENCY: The proposed marine construction project is consistent with Coastal Management Element Goal 6-1, Coastal Management Element Objective 6-1.1, and Coastal Management Element Policy 6-1.1.3: Protect Coastal and Estuarine Environmental Quality and the Shoreline.

VI. CONCLUSION: The application has been reviewed and approved by the Florida Department of Environmental Protection (FDEP) and City staff. City staff reviewed the application and determined that the plans comply with City Codes and regulations. Specifically, the proposed dock complies with *Article 11.05.01.F & S., City of Destin Land Development Code*, as well as the Coastal Management Element of the City's Comprehensive Plan (Coastal Management Element Policy 6-1.1.3).

VII. RECOMMENDATION: At the Harbor & Waterways Board Meeting of January 28, 2019, the Board recommended approval by City Council for a single-family marine construction project proposed at 947 Bambi Drive, not to exceed over 1,000 square feet, with the installation of a white light located at the furthest point out over the water.

VIII. RECOMMENDED MOTION: I move that the City Council approve a single-family marine construction project proposed at 947 Bambi Drive, not to exceed over 1,000 square feet, with the installation of a white light located at the furthest point out over the water.

Exhibits:

- A. Harbor & Waterways Board Application, dated November 28, 2018
- B. Harbor & Waterways Board Meeting Minutes of January 28, 2019



City of Destin

Community Development Department

Planning & Zoning Division

City of Destin Annex

4100 Indian Bayou Trail

Destin, Florida 32541

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

planning@cityofdestin.com

APPLICATION for HARBOR BOARD

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

Description of work: Relocating ab oat dock

1. **APPLICANT INFORMATION:**

Name: Bart Begley

Mailing Address: 947 Bambi Dr, Destin FL 32541

Phone: 850-830-1848

Fax: _____

Email: bartbegley1@gmail.com

2. **PROPERTY TO BE REVIEWED:**

Street Address: 947 Bambi Dr, Destin, FL 32541

Parcel ID #: _____

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

Cash, Check, MasterCard or Visa

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

Must be paid when submitting application.

4. **ADDITIONAL DOCUMENTATION REQUIRED:**

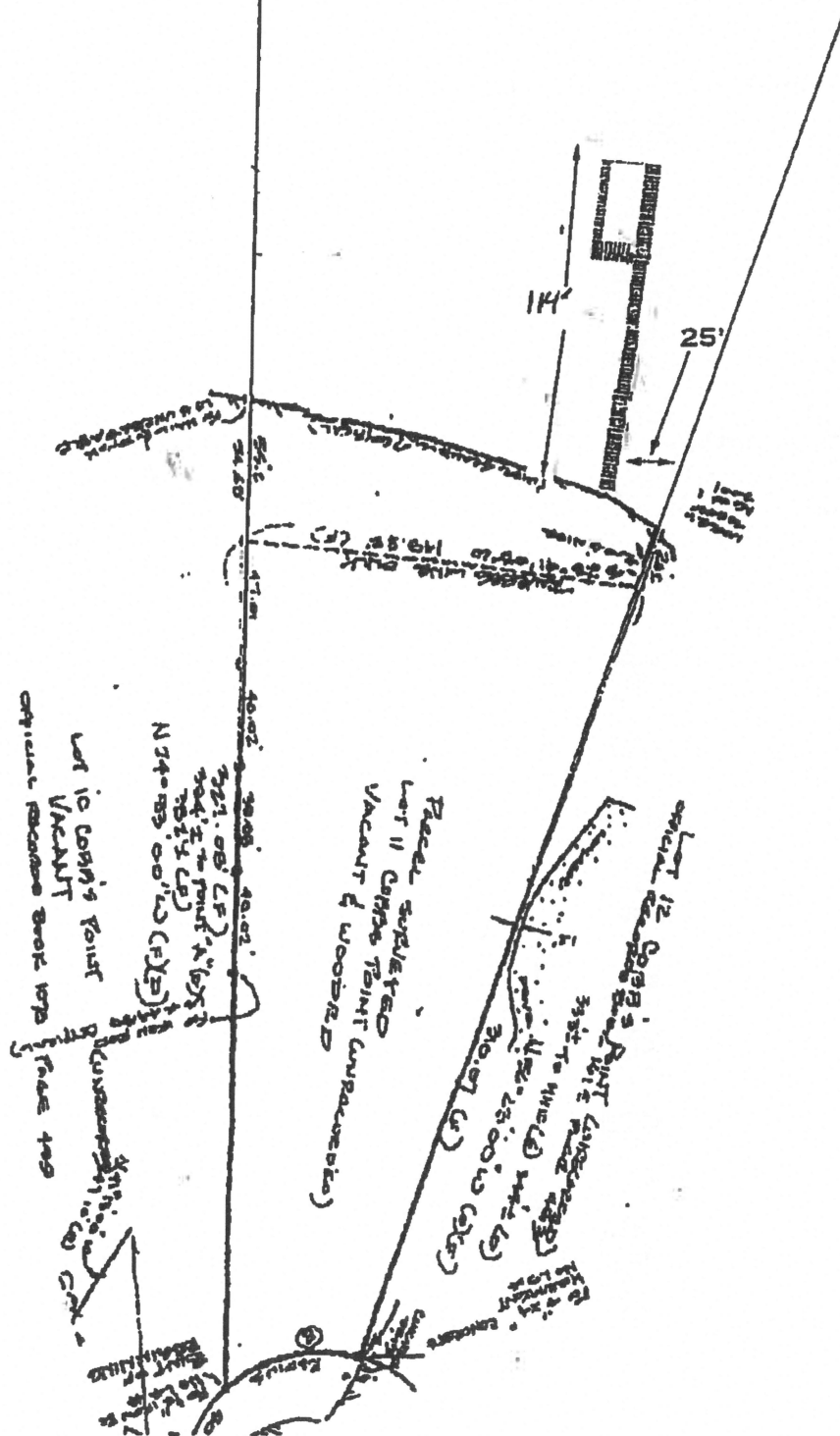
- a. Complete detailed drawings and site plan.
- b. Adjacent property owner mailing information.

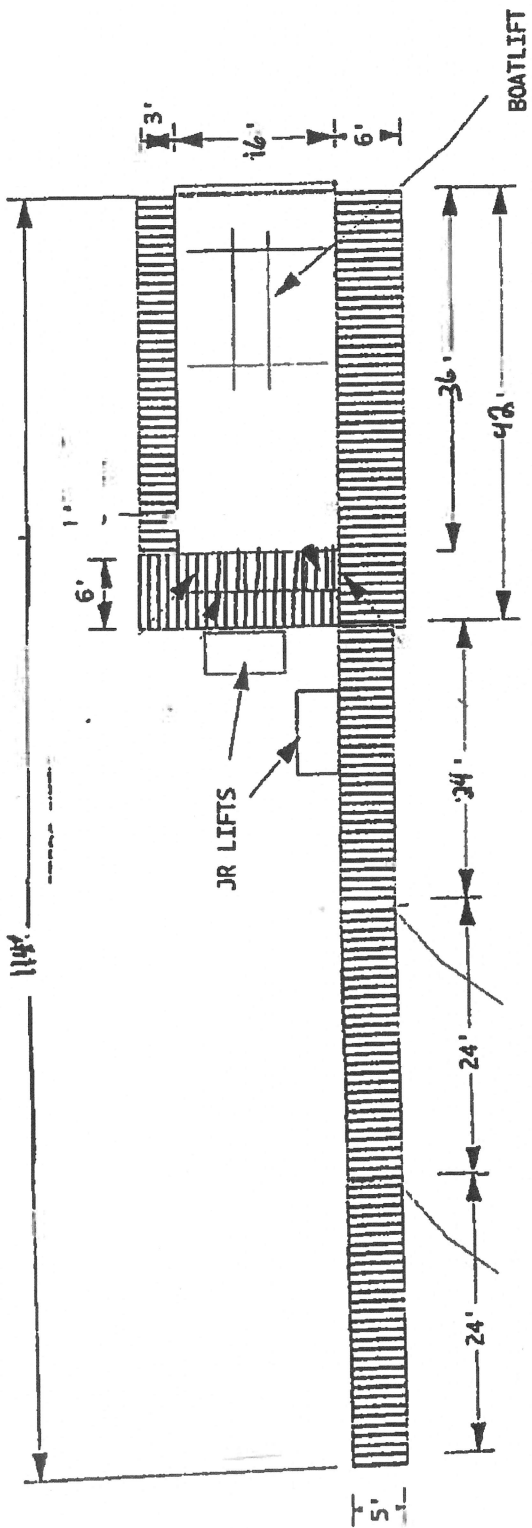
State and Federal permits required prior to submission for Harbor Board approval.

APPLICANT'S SIGNATURE: _____

DATE: 11/28/18

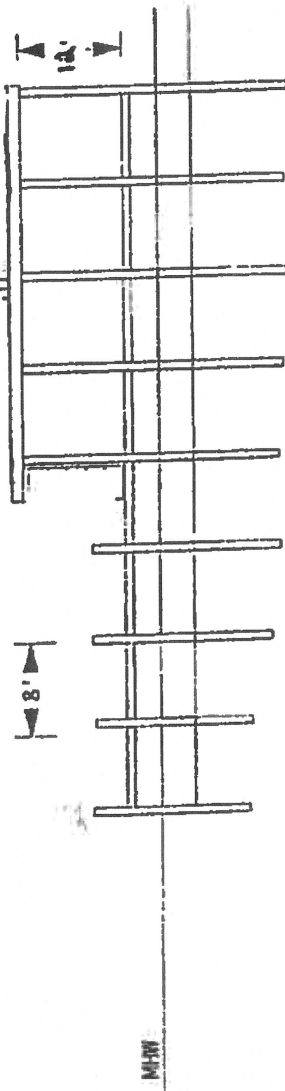
CHOCTAWHATCHEE BAY





1234 FT

Reef





Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

CONDITION FOR THE DEPARTMENT OF THE ARMY SELF-CERTIFIED STATE PROGRAMMATIC GENERAL PERMIT FOR A PROJECT AT A PRIVATE, SINGLE FAMILY RESIDENCE

Self Certification File No.: **0201581002EE**

General Conditions:

1. The time limit for completing the work authorized on July 26, 2021.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization:
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities

undertaken by or on behalf of the United States in the public interest.

- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or Construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
 4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
 5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
 6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.
 7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.

Manatee Conditions:

1. All personnel associated with the project will be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
2. All vessels associated with the construction project will operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a fourfoot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
3. Siltation or turbidity barriers will be made of material in which manatees cannot become entangled, will be properly secured, and will be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
4. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not

reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

5. Any collision with or injury to a manatee will be reported immediately to the FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida.
6. Temporary signs concerning manatees will be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com). One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities.

Submerged Aquatic Vegetation Conditions:

1. Avoidance. The piling-supported structure will be aligned so as to minimize the size of the footprint over SAV beds.
2. The height of piling-supported structure will be a minimum of 5 feet above MHW/OHW as measured from the top surface of the decking.
3. The width of the piling-supported structure is limited to a maximum of 4 feet. A turnaround area is allowed for piling-supported structures greater than 200 feet in length. The turnaround is limited to a section of the piling-supported structure no more than 10 feet in length and no more than 6 feet in width. The turnaround will be located at the midpoint of the piling-supported structure.
4. Over-SAV bed portions of the piling-supported structure will be oriented in a north-south orientation to the maximum extent that is practicable.
5. Terminal Platforms:
 - a. If possible, terminal platforms will be placed in deep water, waterward of SAV beds or in an area devoid of SAV beds.
 - b. If a terminal platform is placed over SAV areas and constructed of grated decking, the total size of the platform will be limited to 160 square feet. The grated deck material will conform to the specifications stipulated below. The configuration of the platform will be a maximum of 8 feet by 20 feet. A minimum of 5 feet by 20 feet will conform to the 5-foot height requirement; a 3 feet by 20 feet section may be placed 3 feet above MHW to facilitate boat access. The long axis of the platform should be aligned in a north-south direction to the maximum extent that is practicable.
 - c. If the terminal platform is placed over SAV areas and constructed of planks, the total size of the platform will be limited to 120 square feet. The configuration of the platform will be a maximum of 6 feet by 20 feet of which a minimum 4-foot wide by 20-foot long section will conform to the 5-foot height requirement. A section may be placed 3 feet above MHW to facilitate boat access. The 3 feet above MHW section will be cantilevered. The long axis of the platform should be aligned in a north-south direction to the maximum extent that is practicable. If the 3 feet above MHW section is constructed with grating material, it may be 3 feet wide.
6. Pilings will be installed in a manner which will not result in the formation of sedimentary deposits ("donuts" or "halos") around the newly installed pilings. Pile driving is the preferred method of installation, but jetting with a low pressure pump may be used.
7. The spacing of pilings through SAV beds will be a minimum of 10 feet on center.
8. The gaps between deckboards will be a minimum of 1/2 inch.

Marsh and Mangroves Conditions:

1. Marsh:
 - a. The piling-supported structure will be aligned so as to have the smallest over-marsh footprint as

- practicable.
- b. The over-marsh portion of the piling-supported structure will be elevated to at least 4 feet above the marsh floor.
- c. The width of the piling-supported structure is limited to a maximum of 4 feet. Any exceptions to the width must be accompanied by an equal increase in height requirement.
- 2. Mangroves:
 - a. The width of the piling-supported structure is limited to a maximum of 4 feet.
 - b. Mangrove clearing is restricted to the width of the piling-supported structure.
 - c. The location and alignment of the piling-supported structure should be through the narrowest area of the mangrove fringe.

Sea Turtle and Smalltooth Sawfish Construction Conditions:

The permittee will comply with the following protected species construction conditions:

1. The permittee will instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
2. The permittee will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
3. Siltation barriers will be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
4. All vessels associated with the construction project will operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e. g., marked channels) whenever possible.
5. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions will be implemented to ensure its protection. These precautions will include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment will cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
6. Any collision with and/or injury to a sea turtle or smalltooth sawfish will be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
7. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.
8. Any collision(s) with and/or injuries to any whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (727-824-5312).
9. Reports to NMFS's Protected Resources Division (PRD) may be made by email to takereport.nmfs@noaa.gov.
10. Sea turtle and marine mammal stranding/rescue organizations' contact information is available by region at <http://www.nmfs.noaa.gov/pr/health/networks.htm>.
11. Smalltooth sawfish encounters shall be reported to <http://www.flmnh.ufl.edu/fish/sharks/sawfish/sawfishencounters.html>.
12. All work must occur during daylight hours.

Special Conditions:

1. For concrete piles installed by impact hammer:
 - a. The piles will be less than or equal to than 24 inches in diameter; and
 - b. Not more than 10 piles will be installed per day if in open water; or,
 - c. Not more than 5 piles will be installed per day in a confined space. A confined space is defined as any area that has a solid object (e.g., shoreline, seawall, jetty) or structure within 150 feet of the pile installation site that would effectively serve as a barrier or otherwise prevent animals from moving past it to exit the area. This does not include objects such as docks or other pile-supported structures that would not stop animal movement or significantly reflect noise.
2. Metal piles will NOT be installed by impact hammer.
3. The Permittee is responsible for obtaining any 'take' permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such 'take' permits are required for a particular activity.
4. The Permittee is responsible for compliance with 50 CFR 224.103 prohibiting approach within 500 yards of a right whale, with limited exceptions.
5. Special Conditions Related to All Reviews and Authorizations are available at:
<http://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/> and must be followed.

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

SPGP Self Certification File No.: **0201581002EE**

When the structures or work authorized by this SPGP Self Certification are still in existence at the time the property is transferred, the terms and conditions of this SPGP Self Certification will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this SPGP Self Certification and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to Enforcement Section, U.S. Army Corps of Engineers, Jacksonville District, P.O. Box 4970, Jacksonville, Florida 32232-0019.

TRANSFeree SIGNATURE

SUBDIVISION

DATE

LOT

BLOCK

NAME (PRINTED)

MAILING ADDRESS

CITY, STATE, ZIP CODE

**Dock Construction Guidelines in Florida for Docks or Other Minor Structures
Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat
U.S. Army Corps of Engineers/National Marine Fisheries Service
August 2001**

Submerged Aquatic Vegetation:

1. Avoidance. The pier shall be aligned so as to minimize the size of the footprint over SAV beds.
2. The height of pier shall be a minimum of 5 feet above MHW/OHW as measured from the top surface of the decking.
3. The width of the pier is limited to a maximum of 4 feet. A turnaround area is allowed for piers greater than 200 feet in length. The turnaround is limited to a section of the pier no more than 10 feet in length and no more than 6 feet in width. The turnaround shall be located at the midpoint of the pier.
4. Over-SAV bed portions of the pier shall be oriented in a north-south orientation to the maximum extent that is practicable.
5. a. If possible, terminal platforms shall be placed in deep water, waterward of SAV beds or in an area devoid of SAV beds.

b. If a terminal platform is placed over SAV areas and constructed of grated decking, the total size of the platform shall be limited to 160 square feet. The grated deck material shall conform to the specifications stipulated below. The configuration of the platform shall be a maximum of 8 feet by 20 feet. A minimum of 5 feet by 20 feet shall conform to the 5-foot height requirement; a 3 feet by 20 feet section may be placed 3 feet above MHW to facilitate boat access. The long axis of the platform should be aligned in a north-south direction to the maximum extent that is practicable.

c. If the terminal platform is placed over SAV areas and constructed of planks, the total size of the platform shall be limited to 120 square feet. The configuration of the platform shall be a maximum of 6 feet by 20 feet of which a minimum 4-foot wide by 20-foot long section shall conform to the 5-foot height requirement. A section may be placed 3 feet above MHW to facilitate boat access. The 3 feet above MHW section shall be cantilevered. The long axis of the platform should be aligned in a north-south direction to the maximum extent that is practicable. If the 3 feet above MHW section is constructed with grating material, it may be 3 feet wide.
6. One uncovered boat lift area is allowed. A narrow catwalk (2 feet wide if planks are used, 3 feet wide if grating is used) may be added to facilitate boat maintenance along the outboard side of the boat lift and a 4-foot wide walkway may be added along the stern end of the boat lift, provided all such walkways are elevated 5 feet above MHW. The catwalk shall be cantilevered from the outboard mooring pilings (spaced no closer than 10 feet apart).
7. Pilings shall be installed in a manner which will not result in the formation of sedimentary deposits ("donuts" or "halos") around the newly installed pilings. Pile driving is the preferred method of installation, but jetting with a low pressure pump may be used.
8. The spacing of pilings through SAV beds shall be a minimum of 10 feet on center.
9. The gaps between deckboards shall be a minimum of ½ inch.

Marsh:

1. The structure shall be aligned so as to have the smallest over-marsh footprint as practicable.
2. The over-marsh portion of the dock shall be elevated to at least 4 feet above the marsh floor.
3. The width of the dock is limited to a maximum of 4 feet. Any exceptions to the width must be accompanied by an equal increase in height requirement.

Mangroves.

1. The width of the dock is limited to a maximum of 4 feet.
2. Mangrove clearing is restricted to the width of the pier.
3. The location and alignment of the pier should be through the narrowest area of the mangrove fringe.

Grid Specifications and Suppliers

The following information does not constitute a U.S. Army Corps of Engineers endorsement or advertisement for any particular provider and is provided only as an example for those interested in obtaining these materials for dock construction. A type of fiberglass grate panel is manufactured by SeaSafe (Lafayette, LA; phone: 1-800-326-8842) and FiberGrate (1-800-527-4043). Plastic grate panels are also available from Southern Pine Lumber Company (Stuart, FL; phone: 772-692-2300). Panels are available in a variety of sizes and thicknesses. For safety, the grate should contain an anti-slip texture which is integrally molded into the top surface. The manufacturer or local distributor should be consulted to ensure that the load-bearing capacity of the selected product is sufficient to support the intended purpose. Contact the manufacturer(s) for product specifications and a list of regional distributors.



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

TERMS AND CONDITIONS

Self Certification File No.: **0201581002EE**

Construction Conditions:

Private residential single family docks are subject to the following criteria in accordance with Section 403.813(1)(b), F.S.

The dock to be constructed:

1. Has 1,000 square feet or less over water surface (includes adjacent wetlands) in accordance with Chapter 62-340, F.A.C.;
2. Is constructed on or held in place by pilings and is constructed so as not to involve filling or dredging other than that necessary to install the pilings;
3. Will not substantially impede the flow of water, cause water pollution, or create a navigational hazard;
4. Is used **ONLY** for recreational, noncommercial activities associated with the mooring or storage of boats and boat paraphernalia;
5. Is the sole dock on the parcel; and
6. Must not be subject to any conservation easement or restrictive covenant of record prohibiting the activity.

General Conditions for Sovereignty/State-Owned Submerged Lands Authorizations:

Any use of sovereignty/state-owned submerged lands is subject to the following general conditions that are binding upon the applicant and are enforceable under Chapters 253, F.S. or Chapters 258, F.S.

1. Sovereignty/state-owned submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty/state-owned submerged lands unless cured to the satisfaction of the Board of Trustees of the Internal Improvement Trust Fund (Board).
2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty/state-owned submerged

lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. or Chapter 18-14, F.A.C.
4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.
5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.;
6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.
7. Structures or activities will not create a navigational hazard.
8. Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.
9. Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.
10. The applicant agrees to indemnify, defend and hold harmless the Board and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty/stateowned submerged lands or the applicant's use and construction of structures on sovereignty/state-owned submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
11. Failure by the Board to enforce any violation of the authorization or waiver by the Board of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure or waiver prevent the Board from enforcing the waived or unenforced provision in the event of a future violation of that provision.
12. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
13. All costs incurred by the Board in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board in writing of any change of address at least ten days before the change becomes effective.
14. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant of record that prohibits the activity.

Manatee Conditions:

The following conditions are intended to protect manatees from direct project effects; THESE CONDITIONS APPLY ONLY IN WATERS THAT ARE ACCESSIBLE TO MANATEES:

1. All personnel associated with the project will be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
2. All vessels associated with the construction project will operate at 'Idle Speed/No Wake' at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
3. Siltation or turbidity barriers will be made of material in which manatees cannot become entangled, will be properly secured, and will be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
4. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
5. Any collision with or injury to a manatee will be reported immediately to the FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida.
6. Temporary signs concerning manatees will be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com). One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 1/2' by 11' explaining the requirements for 'Idle Speed/No Wake' and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities.

Self-Certification Requirements:

The user agrees to the following:

1. The information provided herein is true and accurate.
2. Construction of the project must be completed within one year from the self-certification date. If the project cannot be completed within that time frame, or the project is to be modified, the Department must be contacted for authorization requirements.
3. Any substantial modifications in the plans for this project must be submitted to the Department for

review, as changes may result in a permit being required.

4. This self-certification will automatically expire if site conditions materially change; if the terms, conditions, and limitations of the self-certification are not followed; or if the governing statutes or rules are amended before the project is completed.
5. Department personnel will be allowed to enter the property for purposes of inspecting the project for compliance with the terms and conditions of this self-certification.



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006

O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc



Additions
to the
"Sea Turtle and Smalltooth Sawfish Construction Conditions"
for SPGP V

- a. Any collision(s) with an/or injuries to any whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (727-824-5312).
- b. Reports to NMFS's Protected Resources Division (PRD) may be made by email to takereport.nmfsser@noaa.gov.
- c. Sea turtle and marine mammal stranding/rescue organizations' contact information is available by region at <http://www.nmfs.noaa.gov/pr/health/networks.htm>.
- d. Smalltooth sawfish encounters shall be reported to <http://www.flmnh.ufl.edu/fish/sharks/sawfish/sawfishencounters.html>.
- e. All work must occur during daylight hours.

**MINUTES
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL 5:00 P.M. – JANUARY 28, 2018**

1. CALL TO ORDER:

Chairman Trammell called the Destin Harbor and Waterways Board meeting to order at approximately 5:00 p.m. on Monday, January 28, 2018 at Destin City Hall.

2. ROLL CALL:

Member Present:

Matt Trammell
Guy Tadlock
Richard Hoey
Mark Meyer
Jim Green
Bill McKissick

Members Absent:

Casey Jones

Staff:

Kim Montgomery, Deputy City Clerk
Dawn McDonald, Planner
Steven Bauman, City Attorney Associate
Louis Zunguze, Community Development Dir.
Joey Forgione, Code Compliance Manager

3. APPROVAL OF MINUTES:

➤ **November 26, 2018**

Board member Tadlock motioned to approval of the November 26, 2018 as written with Board member Green providing the second; the motion passes with a 7-0 vote.

4. PUBLIC COMMENT:

The Chairman asked the audience for any public comment. No one came forward to speak.

5. NEW BUSINESS:

➤ **974 Bambi Drive – Bart Begley – Requesting 1-5'x 144' dock, 1- 6' x 16' platform, 1-3'x 36' catwalk**

Ms. McDonald briefly explained the applicant's request adding that it was a self-certification process through FDEP and the project is located on Choctawhatchee Bay. Furthermore, the length of the dock meets the requirements of the Land Development Code, there were no objections from the adjacent property owners and staff recommends approval of the request.

On a motion by Board member Green, seconded by Board member McKissick to recommend approval by City Council for a single family marine construction project proposed at 974 Bambi Drive.

Chairman Trammell pointed out there is an inconsistency between the FDEP permit and staff's report regarding the length of the dock and asked if the request for 144-feet or 114-feet. According to Ms. McDonald; the FDEP permit states 114-feet.

Board member Tadlock spoke of how he thought applicants can ask for and get approval for 10-square feet for each linear feet of waterfront.

According to the Chairman; that is a commercial rule and does not apply for residential projects that are 1,000 sq. feet or less. However, that rule does come into play when the request is over 1,000 sq. feet.

According to Board member Tadlock, to him, it looks like the applicant has a roof covering in the drawings that would add to the square footage of the request.

Board member Hoey asked if canvas roofs are included in the square footage of the project.

The Chairman explained the State does require that anything that makes a shadow over the water has to be included in the total square footage of the project request.

The City Attorney suggested amending the motion to add, "As long as the structure is 1,000 square feet or less."

Board member Hoey brought up the code requirement for the installation of a white light located at the furthest point out over the water and shouldn't that be stated in the motion as well. Ms. McDonald explained that portion of the Code is explained in the permitting portion.

Mr. Bart Begley entered the proceeding.

Mr. Bart Begley was sworn in for testimony by the Deputy Clerk.

The Chairman explained to Mr. Begley the discrepancy between the drawings and the permit regarding the total square footage and that the permit is valid in regards to general certification as long as the project stays under 1,000 sq. foot. He then suggested to the applicant that in order to be able to include the canvas covering, instead of building the dock 5-feet, he should build it 4-feet. Mr. Begley agreed to that amendment to his project request.

Board member Green amended his motion to **recommend approval by City Council for a single family marine construction project proposed at 974 Bambi Drive to not exceed over 1,000 square foot with the installation of a white light located at the furthest point out over the water. Board member McKissick seconded the amendment to the motion. The motion passed with a 6-0 vote.**

6. OLD BUSINESS:

➤ **Harbor Pump**

Ms. McDonald explained that the pump is operational but it turned off at this time of the year and that the vibration issues will be addressed once a new director for the department is hired.

Chairman Trammell spoke of how he plans to present to City Council in March with their top priority lists of what they want to accomplish. He also spoke of how there will be some large projects on the harbor that will bring in the funding to help accomplish those items on the list.

Board member Tadlock spoke of how the harbor pump needs to stay at the very top of the priority list.

Board member McKissick spoke of how he feels the pump should run in the winter months since the colder water temperatures makes for better water quality.

There was a discussion about the cigarette butt problem and the suggestion of no smoking on the harbor was broached. According to Board member Green, a no smoking ban is not going to work or go over well on the harbor and suggested installing more disposal units for the public.

Board member Tadlock pointed out that the storm water runoff that empties into the harbor needs is responsible for a lot of trash and debris getting into the harbor and should to be addressed.

Board member McKissick asked how the water quality is measured. According to Chairman Trammell the samples are taken by Choctawhatchee Basin Alliance. Adding that they would take any volunteers from anyone that has a boat and is willing to help. He also spoke of getting an intern for the summer to volunteer to help.

Mr. Zunguze introduced himself to the members and explained that whatever issues they feel should addressed, he will take them to the City Manager for consideration to present to Council for their direction.

Board member Tadlock asked how often the garbage cans are emptied on the boardwalk. According to Board member Green, each boat captain is responsible for emptying their cans and all the captains are diligent about policing and helping out where needed to ensure that none of the cans sit full and cause odor.

➤ **General Safety**

According to Chairman Trammell, the no wake zone sign that used to be located at the mouth of the harbor is still missing and needs to be replaced. He then spoke of how the city's hands are tied in regards to derelict vessels, which is handled with the FWC. In regards to the channel realignment; if the shoals were to get permitted for dredging the dog-leg could be straightened and the all the dredged sand from the shoals would be a benefit to the pumps ability to recycle the water by about 5%. He suggested the need for a Visioning Session with Council, strictly to address the harbor to discuss establishing a mooring field, hiring a Harbor Master, and the Charter Boat Fishing Fleet and invite private/commercial captains, and leisure boaters to attend as well.

Mr. Forgione explained that there will be a Code Compliance Officer assigned to the harbor this summer. He spoke of the city's boat is being refurbished for the season and asked if the members of they are aware of anyone that may have a used Bimini Top for the boat; they need one and would appreciate a donation.

Motion by Board member Green, seconded by Board member Myer; the members voted 6-0 to recommend City Council fund the hiring a full time Code Compliance Officer for the harbor and waterways of the city.

➤ **Director Comments**

Mr. Zunguze asked the members any comments or concerns that they may have to please direct them to him first and he will then take them through the proper channels.

➤ **City Attorney Comments**

The City Attorney explained to the members he has seen several emails that are being replied to all and the best way to avoid any Sunshine Violation is to send their emails to the city liaison only and not reply to all where the other members receive email responses.

With there being no further discussion, the meeting adjourned at 6:10 p.m.

Adopted and approved this _____ day of _____ 2018.

Matt Trammell, Chairman

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

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

FROM: Lisa Firth, Interim Parks & Rec Director

DATE: February 12, 2019

SUBJECT: LoBello, Duhon, LoBello LLC Quotes for repairs to Mattie Kelly and Joe's Bayou Piers

I. BACKGROUND: The Mattie Kelly and Joe's Bayou Piers were damaged from winds and wave action associated with Hurricane Michael.

II. DISCUSSION: The City has solicited quotes and received only one response.

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

Focus 4: High quality of life and safety for families.

Goal 4A: Improve and enhance the City's parks and recreational services.

B. Effect on Budget (EOB): Funding for the repairs will initially come from the Parks and Recreation Department budget, account 0157285-546000. The City has applied for FEMA Public Assistance and anticipates that FEMA will fund at 75% of the total eligible costs and the state will fund at 12.5% of eligible costs.

There is no insurance coverage for the piers as they are excluded under the City's insurance policy - Public Entity-Property and Inland Marine Coverage, Section II Exclusions.

C. Level of Service (LOS):

III. CONCLUSION: Staff is requesting approval to have LoBello, Duhon, LoBello LLC complete the necessary repairs to the Mattie Kelly and Joe's Bayou

piers.

IV. RECOMMENDED MOTION: I move to that Council approve the LoBello, Duhon, LoBello LLC quotes to complete the necessary repairs to the piers at Mattie Kelly and Joe's Bayou.

Attachments:

1. LoBello, Duhon, LoBello LLC Mattie Kelly Pier Quote
2. LoBello, Duhon, LoBello LLC Joe's Bayou Quote

LoBELLO, DUHON, LoBELLO LLC.

DBA. LDL MARINE CONTRACTORS

297 W. MIRACLE STRP. PKWY

MARY ESTHER, FL. 32569

(Chuck LoBello) 585 3003 / chuckldl@cox.net

(Clay Duhon) 585 5557 / c3d1@cox.net

MARINE CONTRACTOR LIC. NO. 11071-0600564

QUOTE

MATTY KELLY PIER

2/12/19

CITY OF DESTIN
825 BEACH DR.
LISA FIRTH
firth@cityofdestin.com

WORK INCLUDED:

REPAIR DAMAGED RAMP ON POND SIDE, REPAIR DAMAGED MAIN WALK, REPAIR DAMAGED RAILS.	8,324.
REBUIILD DAMAGED 8' X 62' T DOCK, REPLACE STRINGERS, DECKING AND RAILS.	<u>12,562.</u>
TOTAL	20,886.
DOWNPAYMENT TO START	<u>-6,886.</u>
BALANCE DUE UPON PROJECT COMPLETION	14,000.

- * FASTENERS SHALL BE STAINLESS STEEL.
- * WOOD PRODUCTS SHALL BE MCA. PT.
- * DOES NOT INCLUDE ELECTRICAL OR PLUMBING.
- * NO PILES ARE SCHEDULED TO BE REPLACED.

LD&L REP.

OWNER

THIS QUOTE BECOMES A WORK AGREEMENT WHEN SIGNED BY BOTH PARTIES.
PLEASE DON'T HESITATE TO CALL IF YOU HAVE ANY FURTHER QUESTIONS.

5 YEAR WORKMANSHIP WARRANTY.

LoBELLO, DUHON, LoBELLO LLC.

DBA. LDL MARINE CONTRACTORS

297 W. MIRACLE STRP. PKWY

MARY ESTHER, FL. 32569

(Chuck LoBello) 585 3003 / chuckldl@cox.net

(Clay Duhon) 585 5557 / c3d1@cox.net

MARINE CONTRACTOR LIC. NO. 11071-0600564

**QUOTE
JOES BOAT RAMP**

1/22/19

CITY OF DESTIN
750 BEACH DR.
LISA FIRTH
lfirth@cityofdestin.com

WORK INCLUDED:

PIER #1: REPLACE (2) LEDGERS AND RAISE FALLEN SECTION, REFASTEN.	1,945.
PIER #4: REPLACE (4) LEDGERS, LEVEL AND REFASTEN.	<u>2,662.</u>
TOTAL	4,607.

- * FASTENERS SHALL BE STAINLESS STEEL.
- * WOOD PRODUCTS SHALL BE MCA. PT.
- * DOES NOT INCLUDE ELECTRICAL OR PLUMBING.

LD&L REP.

OWNER

THIS QUOTE BECOMES A WORK AGREEMENT WHEN SIGNED BY BOTH PARTIES.
PLEASE DON'T HESITATE TO CALL IF YOU HAVE ANY FURTHER QUESTIONS.

5 YEAR WORKMANSHIP WARRANTY.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019

TYPE OF AGENDA ITEM: Resolution

TO: City Council

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

FROM: Lisa Firth, Interim Parks & Rec Director

DATE: February 13, 2019
February 14, 2019

SUBJECT: Fencing Repairs for Tennis/Pickleball Courts at Buck Destin Park

I. BACKGROUND:

Council approved the removal of existing fencing and the installation of new fencing for the Buck Destin Tennis/Pickleball Court during the September 17, 2018 Council Meeting (Agenda Item and Action Agenda are attached).

II. DISCUSSION: S.H. Hayes provided a quote for the fencing repairs, which was submitted during the September 17, 2018 Council meeting; However, the Parks and Recreation Department is requesting to use American Tennis Courts, Inc. as the vendor, instead of S.H. Hayes. American Tennis Courts was approved during the September 17, 2018 Council meeting to repair the surfacings repairs at Buck Destin Tennis Courts and their work will be performed by a Certified Tennis Court Builder as designated by the American Sports Builder Association.

A. Link to Strategic Goals / Objectives: Public Safety

B. Effect on Budget (EOB): Total Cost: \$31,792.00 for fencing repairs.

C. Level of Service (LOS): Resurfacing and fencing of the Tennis Courts/pickleball is required to bring the courts up to the American Sports Builders Association standards.

III. CONCLUSION: Tennis court/pickleball fencing at Buck Destin Park is required for safety concerns to protect all age groups utilizing the tennis/pickleball courts.

IV. RECOMMENDED MOTION: I approve the expenditure of up to \$31,792 for

the fencing repairs of the Buck Destin tennis/pickleball courts to to be funded within the FY2019 Recreation budget and repairs to be made by American Tennis Courts, Inc.

Attachments:

1. Buck Destin Tennis Courts
Resurfacings_Fencing
2. sep17 Action Agenda
3. American Tennis Courts, Inc Quote
FY19
4. Buck Destin Fencing Repairs PO

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 17, 2018

TYPE OF AGENDA ITEM: Action Item

TO: City Council

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

FROM: Lisa Firth, Interim Parks & Rec Director

DATE: September 11, 2018

SUBJECT: Buck Destin Tennis Court Resurfacings/Fencing

I. BACKGROUND: The Buck Destin tennis courts/pickleball are in need of resurfacings and fencing, which is a safety concern. These repairs were requested in the 2019 Budget; however, both items were removed from the 2019 budget. The tennis court/pickleball resurfacings cost is \$27,794.00; The fencing cost is \$31,686.57. Total cost for repairs: \$59,480.57. The funds will be taken out of the Parks and Recreation 2018 budget for the needed repairs.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives: Public Safety

B. Effect on Budget (EOB): 2018 Parks and Recreation Budget; Total cost for repairs \$59,480.57.

C. Level of Service (LOS): Resurfacing and fencing of the Tennis Courts/pickleball is required to bring the courts up to the American Sports Builders Association standards.

III. CONCLUSION: Tennis court/pickleball resurfacings and fencing at Buck Destin Park is required for safety concerns to protect all age groups utilizing the tennis/pickleball courts.

IV. RECOMMENDED MOTION: I approve the expenditure of up to \$59,500 for the repairs of the Buck Destin tennis/pickleball courts to be funded within the FY2018 Recreation budget.

Attachments:

1. Quote FY18 American Tennis Courts, Inc.
2. SH Hayes Enterprises, LLC Fencing Quote FY18

**ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
SEPTEMBER 17, 2018
ANNEX COUNCIL CHAMBERS**

*****Core Value of the Month – Respect*****

SPECIAL PUBLIC HEARINGS FOR FISCAL YEAR 2019 MILLAGE RATE AND BUDGET:

- A) Second reading of Ordinance 18-18-CN Adopting Fiscal Year 2019 Millage Rate

Motion to adopt Ordinance 18-18-CN on second reading adopting the FY 2019 millage rate of 1.6150 mills which is more than the rollback rate of 1.5520 mills passed 7-0.

- B) Second reading of Ordinance 18-19-CN Adopting Fiscal Year 2019 Budget

Motion to adopt Ordinance 18-19-CN on second reading to provide for a balanced budget for FY 2019 passed 7-0.

AGENDA APPROVAL

Motion to approve the meeting agenda passed 7-0.

1. APPROVAL OF MINUTES

- A) Approval of minutes of September 5, 2018 regular city council meeting

Motion to approve the minutes of September 5, 2018 regular city council meeting passed 7-0.

- B) Approval of September 5, 2018 council executive session

Motion to approve the minutes of September 5, 2018 council executive session passed 6-0. Councilmember Destin abstained from voting.

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

- A) Presentation of the 30% plans for the Norriego Point Recreation Improvements Mr. Pearce Barrett, Florida Department of Environmental Protection

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

4. CITY MANAGER REPORTS

A) Sibert Avenue Parcel, additional parking opportunity

Motion to direct the Interim City Manager, Deputy City Manager, and City Attorney to preliminarily approach the owner of Sibert Avenue parcel for possible acquisition of the property passed 7-0.

The Interim City Manager will investigate and bring back an estimated amount for the property at the next Council meeting.

B) Interlocal Agreement for Waterfront Access Maintenance and Capital Improvements

Motion to approve the interlocal agreement for waterfront access maintenance and capital improvements between the City of Destin and the County TDD passed 7-0

C) Adoption of a new Investment Policy Resolution 18-27

Motion to adopt Investment Policy Resolution 18-27 passed 7-0.

D) Feasibility of OCSO deputy assisting code enforcement during peak season.

Councilmember Ramswell suggests they consider the possibility of making code enforcement a standalone department.

Councilmember Marler asked staff to look into the possibility of utilizing Sheriff's posse to augment code enforcement.

Motion to direct the Interim City Manager to provide a scope of work to the Sheriff's Office passed 7-0.

Search for Full-Time City Manager

Send copy of all applications to the City Council for review.

Advise the Council of the qualifications rubric and methodology the City and FCCMA Senior Advisor use in judging the applications and trying to come up with the most qualified candidates for the job.

Search for Community Development Director

- Councilmember Ramswell would like the Interim City Manager be more involved with the interviewing and the narrowing down of the candidates, if feasible
- Move forward with the “meet and greet” with the candidates

The Interim City Manager made the following announcements:

- Funding for resurfacing of Buck Destin tennis and pickleboard court was pulled, but there is money available for the project (Item is in the Consent Agenda)
- Tetra Tech, Inc. proposal for the cost for revising the plan for the Royal Melvin Heritage Park has been provided to the Council via email. This item will be placed on the next meeting agenda to seek firm direction from the Council on how to proceed

**City Engineer update on the
Crosstown Connector:**

- TDD agreed to fund construction of the crosstown connector. Amount of \$4.8 million due to the City on October 1, 2020
- FDOT 5-year workplan contains ROW acquisition funds for \$2.7 million in the years 2021 and 2022
- City needs to acquire ROW before construction can begin
- Staff will bring back a resolution at the next Council meeting for Council's approval for an advance funding agreement with FDOT

**City Engineer update on Structured
Parking Solution's efforts:**

- Conducting information gathering meetings w/ stakeholders in the harbor district and w/ the general public
- Will bring back a Memorandum of Understanding (MOU) at the next Council meeting
- Council's decision on the MOU will determine when to schedule a Transportation Workshop

5. PUBLIC HEARINGS

6. *CONSENT AGENDA

- A) Resolution 1832 Request FDOT for temporary closing of US Hwy 98 for the December 8, 2018 Destin Christmas Parade.
- B) Tyler Content Management Software for Munis Financial System
- C) Citizenserve Software Annual Licensing and Support
- D) Buck Destin Tennis Court Resurfacings/Fencing

Motion to approve Consent Agenda items #6A thru #6D, as printed above, passed 7-0.

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

- A) Councilmember Braden
- B) Councilmember Ramswell
- C) Councilmember Dixon

Take necessary actions to remove derelict boats on Joe's Bayou and Marler Bayou

- D) Councilmember Overdier
- E) Councilmember Marler

Place on the next agenda discussion of the City Charter relative to the process of hiring and firing of the City Manager and City Attorney.

- F) Councilmember Destin
- G) Councilmember Morgan
- H) Mayor Gary Jarvis
- I) Land Use Attorney

1) Amendment to Vested Rights Ordinance; Announcement of Pending Ordinance Doctrine

It was the consensus of the City Council to invoke the pending ordinance doctrine to allow the City Council to add a fourth category to the recently adopted Vested Rights Ordinance dealing with minor developments.

- J) City Attorney
 - 1) Gulf Power Franchise Discussion and Further Consideration of Options

Update: Gulf Power and Florida Public Service Commission have been notified that the City of Destin has elected to exercise its right to purchase the Gulf Power electric utility.

ADJOURNED: 9:20 PM



AMERICAN TENNIS COURTS, INC.

1272 BOLTONS BRANCH DR. • MOBILE, AL 36606 • President: Jeffry M. Nichols
(251) 476-4714 • (800) 854-1921 • FAX (251) 476-4723
www.americantenniscourts.net

January 31, 2019

Lisa Firth
City of Destin
Destin, FL

Dear Lisa,

As requested, we are pleased to offer the following quotation for the work to be performed on the two (2) tennis courts located at Buck Destin.

For the price of \$31,792.00, we will:

1. Remove the existing fence system and haul off
 2. Install a new 10' galvanized fence system around the perimeter of the centers in the same design as the existing except there will be only two gates in center on the west side (at the sidewalks)*
- The fence will consist of the following:
 - Schedule 40 3" terminal and gates posts (2 1/2" not sufficient)
 - Schedule 40 2 1/2" lines posts on 10' centers (2" not sufficient)
 - 1 5/8" Mid-rail bracing (USTA and ASBA have omitted continuous mid rail due to injury)
 - 1 5/8" Continuous top rail
 - Bottom tension wire with hog rings
 - 1 3/4" diamond, 10', 9 gauge, knuckle/knuckle fence fabric (chain link)
 - (2) 4' x 7' walk gates with header
 - Flange plates attached to the concrete pad for north and center fence posts if we cannot removed the posts from the existing sleeves

It is recommended that the proposed scope of work only be performed by a **Certified Tennis Court Builder** as designated by the American Sports Builders Association. This quotation only includes work to be performed inside the fence line unless otherwise specified. Adequate access and water must be made available to the site. All labor and materials will have a one (1) year warranty. Two applications of Roundup must be made to kill the vegetation along the fence line prior to work commencing. All debris must be removed from the fence prior to work commencing. This quotation does not include the construction of or the repair of any landscaping, sidewalks, irrigation work, electrical work, etc. All sprinkler systems must be turned off prior to work commencing.

ALABAMA
FLORIDA
MISSISSIPPI



GEORGIA
LOUISIANA
TENNESSEE

FINANCE DEPARTMENT
C/O CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
DESTIN, FL

32541

**PURCHASE
ORDER #**

00018073-00 FY 2018
Page Number: 1



The City of Destin

4200 Indian Bayou Trail
Destin, FL 32541
(850) 837-4242 FAX (850) 837-3267

V
E
N
D
O
R

S. H. HAYES ENTERPRISES LLC
707 W. 8TH STREET CR.

LYNN HAVEN, FL 32444

S
H
I
P
T
O

MORGAN SPORTS CTR/REC DEPT
% CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
DESTIN, FL

32541

Requisition
00000107

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
09/28/18	005810			RECREATION

LN	DESCRIPTION/PART NO.	QTY	COST EA.	EXT. PRICE
001	Remove, replace existing Tennis Court fencing at Buck Destin Park 1. Remove Existing Fence 2. Erect new #9 gauge chain link fence (commercial) in same dimensions as existing-approx. 75'x300' 3. Fencing Supplies 0157285-563000 31,686.57 ***** General Ledger Summary Section ***** Account 0157285-563000 ALL INVOICES SHALL BE ADDRESSED TO: ATTENTION: FINANCE ACCOUNTS PAYABLE CITY OF DESTIN 4200 INDIAN BAYOU TRAIL DESTIN, FL 32541	1.00 EACH	31686.57000	31,686.57
			PO Total	31,686.57
			Amount	31,686.57

PAYMENT will be made from ORIGINAL invoice ONLY.
Invoice in duplicate.
PURCHASE ORDER NUMBER must appear on all
invoices, shipping papers & packages.
Please prepay all shipping charges.
Collect shipments will be refused.
Tax Exempt # 85-8012735959C-6

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT

APPROVED BY PURCHASING AGENT

FINANCE DIRECTOR

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Land Use Attorney

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU:

FROM: Kimberly Kopp, Land Use Attorney

DATE: January 12, 2019

SUBJECT: 1. Technical Review Committee (TRC) Update

I. BACKGROUND:

This item is for informational purposes, only. This is not an action item.

Please see the upcoming dates for March's TRC process, below:

March 7 – Internal TRC Meeting; City Hall Annex Conference Room – 11 AM

March 8 – TRC Agenda will be sent to TRC Members and Applicants

March 13 – TRC Comments are due to Planning Division

March 14 – TRC Comments are sent to Applicant

March 19 – TRC Meeting; City Hall Boardroom – 11 AM

II. DISCUSSION: Two applications for minor developments have been received within the preceding 30 days. Copies of the application forms, without back up documentation, are attached to this staff report FOR INFORMATIONAL PURPOSES ONLY.

The applications have not yet been reviewed by the TRC. Review of the applications will follow the procedures previously set by the City Council by ordinance.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. DESTIN MINOR DEV.
APPLICATION REV.1.16.2019
2. Minor Development Application



City of Destin

Community Development Department

Planning Division

City of Destin Annex
4100 Indian Bayou Trail
Destin, Florida 32541

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

email to: planning@cityofdestin.com

MAJOR MINOR DEVELOPMENT APPLICATION

for a FINAL DEVELOPMENT ORDER

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

Name of Proposed Project: DESTIN EXECUTIVE CARWASH
(THIS NAME SHALL BE CONSISTENT ON ALL SUBMITTED PLANS & DOCUMENTS)

I. CONTACT INFORMATION:

A. Owner(s): Andrew Vallianatos

Mailing Address: 4743 Papaya Park

Business Phone: 850.259.0339 Cell: 850259.0339

Email: andrewvaliant@gmail.com>

B. Authorized Agent (if applicable): William Pope

Mailing Address: 4100 Legendary Dr.Destin,Fl.suite 240

Business Phone: 850.865.0470 Cell: 850.865.0470

Email: wpope@warchitect.com

C. Engineer: Emerald Coast Associates Inc.

Mailing Address: 327 South County Highway 393, Santa Rosa Beach, Fl.32459

Business Phone: 850.267.0473 Cell:

Email: Dean Burgis <Dean@eca-fl.com>

D. Architect: W. Architect PA
Mailing Address: 4100 legendary Dr.Destin, Fl. 32541suite 240
Business Phone: 850.865.0470 Cell: 850.865.0470
Email: wpope@warchitect.com

E. Surveyor: Emerald Coast Associates Inc.
Mailing Address: 327 South County Highway 393, Santa Rosa Beach, Fl.32459
Business Phone: 850.267.0473 Cell: _____
Email: Daryl Burgis <Darryl@eca-fl.com>

II. PROPERTY INFORMATION:

Existing Street Address: 1071 Hwy 98, destin Fl. 32541
Parcel ID (s): 00-2S-22-0000-0024-0040, _____

Lot: _____ Block: _____ Plat Book: 1244 Page Number: 1602
Subdivision: _____

III. PROJECT INFORMATION:

A. General Information (brief description of the project of which this application is seeking approval):
THE PROJECT CONSIST OF AN AUTOMATIC CARWASH OF 3850 sf NECESSARY INFRASTRUCTURE AND BUILDING INCLUDED
WITHIN IS AN OFFICE, SMALL EMPLOYEE KITCHEN, LAUNDRY ARE AND STORAGE ROOM

Future Land Use Map Designation(s) of the Property: Town Center Mixed Use
Zoning District(s) of the Property: Commercial General (CG)
Type of Project / Proposed Land Use of the Property: Carwash
Total Acreage and Square Footage of the Property: .091 acres (39,471.78 sf)

Number of Permanent or Long-term Residential Units:	<u>0</u>
Number of Seasonal or Short-term Residential Units:	<u>0</u>
Total Number of Units Proposed:	<u>0</u>
Number of Units per Acre Allowed:	<u>n/a</u>
Number of Units per Acre Proposed:	<u>n/a</u>
Proposed Building Height (Comprehensive Plan 2020 - Policy 1-2.1.4):	<u>34.83 ft.</u>
Number of Proposed Stories (included parking decks above grade):	<u>1</u>
Gross Floor Area of Proposed Structure: (Chapter 1 of the Comprehensive Plan: 2020 definition and Article 3, Sec. 3.00.00 "Gross Floor Area" of the Destin Land Development Code)	<u>3850</u>

(NOTE: Calculations from the Site Plan and Architectural Floor Plan must match.)

B. White Sands Zone: The project is located in (check one):

White Sands Zone I: ☐ White Sands Zone II: ☒ Outside White Sands Zones: ☐

C. Existing or Proposed Conditional Uses, Variances, Administrative Appeals, etc:

Yes: ☐ **(Provide a copy of Final Order)** No: ☒

D. Development Intensity - Floor Area Ratio (FAR):

This entire section must be completed for all non-residential projects that have the following Future Land Use Map (FLUM) Designations (Comprehensive Plan: 2020, Policy 1-2.1.2): CBN, CL, CG, CTS, ROI, CBR, TCMU, CMU, SHMU, NHMU, GRMU, HIMU, IN, A, INST, REC, and CON.

Formula:

Square footage of the subject parcel (.91 acre(s) x 43,560 sq. ft.): 39471.78

Multiplied by FAR allowed in the Future Land Use Map Designation: X^{0.5} = 19735.89

Non-residential structure (not including above-grade parking structure) FAR Calculation:
(described in Policy 1-2.1.2, Comprehensive Plan: 2020)

a). Sum of Gross Floor Area (square feet) all existing and proposed structures: 3850sf
(The gross floor area shall not include public parking structures or portions of parking structures dedicated to the public and shall adhere to Chapter 1 of the Comprehensive Plan: 2020 definition and Article 3, Sec. 3.00.00 "Gross Floor Area" of the Destin Land Development Code.)

b). Divide result of item "a" above by the gross site area (square feet): .097

Compliance:

FAR allowed in the Future Land Use Map Designation: 0.5

FAR proposed for this project (Insert figure from item “b”): .097

The proposed project FAR (___ is , ___ is not) in compliance.

Formula for above-grade parking structures:

Square footage of the subject parcel: (_____ acre(s) x 43,560 sq. ft.) n/a

Multiplied by 0.50 bonus FAR allowed in ONLY NHMU, SHMU, and TCMU Future Land Use Map Designations: n/a

Maximum above-grade parking structure square footage allowed: n/a

Above-grade parking structure FAR Calculation (described in Policy 1-2.1.2, Comprehensive Plan: 2020):

a). Sum of Gross Floor Area (square feet): n/a
(all existing and proposed above-grade parking structures)

b). Divide result of item “a” above by the gross site area (square feet): n/a

Compliance for above-grade parking structures:

FAR allowed in the NHMU, SHMU, and TCMU Future Land Use Map Designations: n/a

FAR proposed for this project (Insert figure from item “b”): n/a

The proposed project FAR (___ is , ___ is not) in compliance.

E. Minor Subdivision (as defined in LDC Article 3):

Not Applicable with this proposed development: 

Applicable: ___ (see below & requires Minor Subdivision Application)

Total Number of Lots Proposed: n/a

Minimum Lot Area Proposed: n/a

Minimum Lot Width Proposed: n/a

Minimum Lot Depth Proposed: n/a

F. Airport Protection

FAA Permit Required: ☐ Permit Attached: ☐

Does the Proposed Project Lie within the Airport Noise Zone: Yes ☐ No ☐

If yes, requires disclosure statement and increased construction standards. For residential projects, requires a disclosure statement on the mylar of subdivision and at time of sale (Article III, Airport Zoning Regulations, Section 212-155 of Land Development Code).

Does the Proposed Project Lie within Airport Clear Zone: Yes ☐ No ☐

Does the Proposed Project Lie within Airport Expansion Area: Yes ☐ No ☐

If Yes, attach statement from Okaloosa County of Airport Authority of "approval" or "no objection" to encroachment within the proposed expansion area.

Construction Crane Registration Form Required: ☐ Approved Form Attached: ☐

G. Comprehensive Plan Compliance: Including, but not limited to the following:

Concurrency Evaluation Certificates: **Refer to and complete item No. 14 under Section 4 below for compliance.**

Does the Proposed Development Site Include the following (Insert "Yes" or "No" in every blank and include those with a "Yes" on the Plans):

no Multimodal District and Design Initiatives

no Within Harbor CRA District:

yes Within Town Center CRA District

no 100-Year Flood Plains

no Waterfront Property

no Conservation Areas

no Seaward of (Within) a V-Zone

no Environmentally Sensitive Area

no Seaward of the CCCL

no Historic Landmarks

no Protected Dunes

no In a Historic District

no Protected/Unique Vegetation

no Archeological Sites

no Seaward of Shoreline Protection Zone

no Habitat of Threatened Species

no Preserved Trees (24" d.b.h. and over)

no Habitat of Endangered Species

no Protected Trees (12" d.b.h. and over)

no Within 200 Feet of a Potable Water Well

If in a Flood Zone, give Minimum Base Flood Elevation Required: n/a Provided: n/a

IV. SUBMITTAL REQUIREMENTS

- A. Completed Application – All applicable areas of the application shall be filled in and submitted to the Community Development Department Planning Division at the City of Destin Annex, 4100 Indian Bayou Trail, Destin, Florida 32541.
- B. Agent Affidavit (if applicable) – Required if the applicant is other than the property owner.
- C. Application Fee: **\$2,500.00 – Minor/Major Development**

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

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

- D. Proof of Ownership – A copy of the last recorded deed of the property. Owner on deed must correspond to “Current Owner” identified on page 1.
- E. Concurrency Evaluation Certificates (CEC’s) – The following must be provided:
1. Solid Waste
 2. Sanitary Sewer (must submit completed questionnaire to DWU)
 3. Potable Water (must submit completed questionnaire to DWU)
 4. Traffic plus analysis (**3 sets signed and sealed**)
 5. Stormwater Management plus calculations (**2 sets signed and sealed**)
 6. DWU Service Questionnaire

The applicant is responsible for returning each CEC to the Community Development Department, completed, approved and signed.

- F. Approval from Okaloosa County Airport Authority (if applicable) - This applies to projects that lie within airport expansion area as defined in Article 7, Section 7.15.00 of the Land Development Code.
- G. Plans Requirements (LDC Section 2.18.02) – Including, but not limited to the following:
1. Cover Sheet
 2. Boundary Survey, which includes the following:
 - ✓ Signed and Sealed by Registered Surveyor
 - ✓ No older than one year unless Engineer of Record certifies site has NOT changed
 - ✓ Existing Conditions of site, which includes trees over 12” in diameter at breast height
 - ✓ Delineated Topography
 3. Demolition Plan (if applicable)
 4. Site Plan
 5. Drainage Plan – Calculations must be signed & sealed by a Registered Florida Engineer and meet the requirements of Destin Code of Ordinances, Sections 6-346 and 6-352.
 6. Utility Plan
 7. Landscape Plan and Supporting Plans
 8. Outdoor Lighting Plan

9. Detail Sheets
10. Architectural Elevations with height shown (North, South, East, and West)
11. General Architectural Floor Plans (all floors) with gross floor area calculated

H. Other Required Plans

1. Construction Vehicle Parking Mitigation Plan (LDC Section 7.01.02.E)
For non-residential and multi-family residential construction
2. Dust Control Plan (LDC Section 11.10.03)
3. Vibration Impact Mitigation Plan (LDC Section 7.02.03)

- I. Checklists** – The following checklists are extremely useful to the design professional in complying with City of Destin development regulations.
The inclusion of them with the submittal package is **optional**.

1. Checklist A – Site Plan Requirement
2. Checklist B – Stormwater Management
3. Checklist C – Landscape Plan
4. Checklist D – Dust Control Plan
5. Checklist E – Vibration Impact Mitigation Plan
6. Checklist F – Outdoor Lighting Plan

- J. Emergency Contact Posting Requirements** (LDC Section 7.01.02.B)

V. SUBMITTAL PACKAGE QUANTITIES:

- A. FOUR (4) COMPLETE** paper packages, including **ALL** items in section IV. above.
- B. ONE (1) COMPLETE** electronic package of PDF files on a portable storage device.
(CD, DVD, USB Flash Drive or Dropbox link)

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

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

APPLICANT:

SIGNATURE: _____

DATE: 10.28.2018

PRINTED NAME: _____

William Pope aia

**AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS, THAT I, Andrew Vallianatos
am presently the owner and/or leaseholder at Owner 1071 US HWY. 98

and desiring to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents
do make, constitute and appoint William Pope

whose address is 4100 legendary Dr. suite 240, County of Okaloosa, State of Florida,

my Attorney-in-Fact to act as follows, GIVING AND GRANTING unto said attorney full power to act as my
agent in any and all matters pertaining to: Destin Executive Carwash.

FURTHER, I do authorize the aforesaid Attorney-in-Fact to perform all necessary acts in the execution of the
aforesaid authorization with the same validity as I could effect if personally present. Any act or thing lawfully
done hereunder by the said attorney shall be binding on myself and my heirs, legal and personal representative,
and assigns.

PROVIDED; however, that any and all transactions conducted hereunder for me or for my account shall be
transacted in my name, and that all endorsements and instruments executed by the said attorney for the purpose of
caring out the foregoing powers shall contain my name, followed by that of my said attorney and the designation
“Attorney-in-Fact.”

OWNER

Signature

Andrew Vallianatos

Printed Name

STATE OF _____

COUNTY OF _____

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

by _____.
(name of person acknowledging)

Signature of Notary

Printed Name of Notary or Seal

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____



D. Architect: Craig A. Schneider, AIA, Architect

Mailing Address: 1736 East Sunshine, Suite 417 Springfield, MO 65804

Business Phone: (417) 862-0558

Cell: _____

Email: esa@esterlyschneider.com

E. Surveyor: Donaldson, Garrett, & Associates, Inc.

Mailing Address: 4875 Riverside Drive P.O. Box 7306 Macon, GA 31210

Business Phone: (478) 474-5350

Cell: _____

Email: _____

II. PROPERTY INFORMATION:

Existing Street Address: Mountain Drive, Destin, FL 32541

Parcel ID (s): 00-2S-22-0310-000E-3660, 00-2S-22-0310-000E-3680

Lot: (366-369) Block: E Plat Book: 2 Page Number: 43A

Subdivision: Calhoun

III. PROJECT INFORMATION:

A. General Information (brief description of the project of which this application is seeking approval):

Construction of a new structure along with site improvements

Future Land Use Map Designation(s) of the Property: CTS (Commercial Trades and Services)

Zoning District(s) of the Property: CTS (Commercial Trades and Services)

Type of Project / Proposed Land Use of the Property: Mercantile

Total Acreage and Square Footage of the Property: 0.919 Acres

Number of Permanent or Long-term Residential Units:	<u>N/A</u>
Number of Seasonal or Short-term Residential Units:	<u>N/A</u>
Total Number of Units Proposed:	<u>N/A</u>
Number of Units per Acre Allowed:	<u>N/A</u>
Number of Units per Acre Proposed:	<u>N/A</u>
Proposed Building Height (Comprehensive Plan 2020 - Policy 1-2.1.4):	<u>21'-4"</u>
Number of Proposed Stories (included parking decks above grade):	<u>1</u>
Gross Floor Area of Proposed Structure: (Chapter 1 of the Comprehensive Plan: 2020 definition and Article 3, Sec. 3.00.00 "Gross Floor Area" of the Destin Land Development Code)	<u>8,797 GSF</u>

(NOTE: Calculations from the Site Plan and Architectural Floor Plan must match.)

B. White Sands Zone: The project is located in (check one):

White Sands Zone I: ☐ White Sands Zone II: ☒ Outside White Sands Zones: ☐

C. Existing or Proposed Conditional Uses, Variances, Administrative Appeals, etc:

Yes: ☐ (Provide a copy of Final Order) No: ☒

D. Development Intensity - Floor Area Ratio (FAR):

This entire section must be completed for all non-residential projects that have the following Future Land Use Map (FLUM) Designations (Comprehensive Plan: 2020, Policy 1-2.1.2): CBN, CL, CG, CTS, ROI, CBR, TCMU, CMU, SHMU, NHMU, GRMU, HIMU, IN, A, INST, REC, and CON.

Formula:

Square footage of the subject parcel (0.919 acre(s) x 43,560 sq. ft.): 40,031

Multiplied by FAR allowed in the Future Land Use Map Designation: X 52,040

Non-residential structure (not including above-grade parking structure) FAR Calculation:
(described in Policy 1-2.1.2, Comprehensive Plan: 2020)

a). Sum of Gross Floor Area (square feet) all existing and proposed structures: 8,797 GSF
(The gross floor area shall not include public parking structures or portions of parking structures dedicated to the public and shall adhere to Chapter 1 of the Comprehensive Plan: 2020 definition and Article 3, Sec. 3.00.00 "Gross Floor Area" of the Destin Land Development Code.)

b). Divide result of item "a" above by the gross site area (square feet): 0.22

Compliance:

FAR allowed in the Future Land Use Map Designation: 1.30

FAR proposed for this project (Insert figure from item “b”): 0.22

The proposed project FAR (X is , ___ is not) in compliance.

Formula for above-grade parking structures:

Square footage of the subject parcel: (_____ acre(s) x 43,560 sq. ft.) N/A

Multiplied by 0.50 bonus FAR allowed in ONLY NHMU, SHMU,
and TCMU Future Land Use Map Designations: N/A

Maximum above-grade parking structure square footage allowed: N/A

Above-grade parking structure FAR Calculation (described in Policy 1-2.1.2, Comprehensive Plan: 2020):

a). Sum of Gross Floor Area (square feet):
(all existing and proposed above-grade parking structures) N/A

b). Divide result of item “a” above by the gross site area (square feet): N/A

Compliance for above-grade parking structures:

FAR allowed in the NHMU, SHMU, and TCMU Future Land Use Map Designations: N/A

FAR proposed for this project (Insert figure from item “b”): N/A

The proposed project FAR (___ is , ___ is not) in compliance.

E. Minor Subdivision (as defined in LDC Article 3):

Not Applicable with this proposed development: X

Applicable: ___ (see below & requires Minor Subdivision Application)

Total Number of Lots Proposed: N/A

Minimum Lot Area Proposed: N/A

Minimum Lot Width Proposed: N/A

Minimum Lot Depth Proposed: N/A

F. Airport Protection

FAA Permit Required: No Permit Attached:

Does the Proposed Project Lie within the Airport Noise Zone: Yes No X

If yes, requires disclosure statement and increased construction standards. For residential projects, requires a disclosure statement on the mylar of subdivision and at time of sale (Article III, Airport Zoning Regulations, Section 212-155 of Land Development Code).

Does the Proposed Project Lie within Airport Clear Zone: Yes No X

Does the Proposed Project Lie within Airport Expansion Area: Yes No X

If Yes, attach statement from Okaloosa County of Airport Authority of "approval" or "no objection" to encroachment within the proposed expansion area.

Construction Crane Registration Form Required: Approved Form Attached:

G. Comprehensive Plan Compliance: Including, but not limited to the following:

Concurrency Evaluation Certificates: **Refer to and complete item No. 14 under Section 4 below for compliance.**

Does the Proposed Development Site Include the following (Insert "Yes" or "No" in every blank and include those with a "Yes" on the Plans):

Yes Multimodal District and Design Initiatives

Yes Within Harbor CRA District:

No Within Town Center CRA District

No 100-Year Flood Plains

No Waterfront Property

No Conservation Areas

No Seaward of (Within) a V-Zone

No Environmentally Sensitive Area

No Seaward of the CCCL

No Historic Landmarks

No Protected Dunes

No In a Historic District

No Protected/Unique Vegetation

No Archeological Sites

No Seaward of Shoreline Protection Zone

No Habitat of Threatened Species

No Preserved Trees (24" d.b.h. and over)

No Habitat of Endangered Species

No Protected Trees (12" d.b.h. and over)

No Within 200 Feet of a Potable Water Well

If in a Flood Zone, give Minimum Base Flood Elevation Required: N/A Provided: N/A

IV. SUBMITTAL REQUIREMENTS

- A. Completed Application – All applicable areas of the application shall be filled in and submitted to the Community Development Department Planning Division at the City of Destin Annex, 4100 Indian Bayou Trail, Destin, Florida 32541.
- B. Agent Affidavit (if applicable) – Required if the applicant is other than the property owner.
- C. Application Fee: **\$2,500.00 – Minor/Major Development**

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

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

- D. Proof of Ownership – A copy of the last recorded deed of the property. Owner on deed must correspond to “Current Owner” identified on page 1.
- E. Concurrency Evaluation Certificates (CEC’s) – The following must be provided:
1. Solid Waste
 2. Sanitary Sewer (must submit completed questionnaire to DWU)
 3. Potable Water (must submit completed questionnaire to DWU)
 4. Traffic plus analysis (**3 sets signed and sealed**)
 5. Stormwater Management plus calculations (**2 sets signed and sealed**)
 6. DWU Service Questionnaire

The applicant is responsible for returning each CEC to the Community Development Department, completed, approved and signed.

- F. Approval from Okaloosa County Airport Authority (if applicable) - This applies to projects that lie within airport expansion area as defined in Article 7, Section 7.15.00 of the Land Development Code.
- G. Plans Requirements (LDC Section 2.18.02) – Including, but not limited to the following:
1. Cover Sheet
 2. Boundary Survey, which includes the following:
 - ✓ Signed and Sealed by Registered Surveyor
 - ✓ No older than one year unless Engineer of Record certifies site has NOT changed
 - ✓ Existing Conditions of site, which includes trees over 12” in diameter at breast height
 - ✓ Delineated Topography
 3. Demolition Plan (if applicable)
 4. Site Plan
 5. Drainage Plan – Calculations must be signed & sealed by a Registered Florida Engineer and meet the requirements of Destin Code of Ordinances, Sections 6-346 and 6-352.
 6. Utility Plan
 7. Landscape Plan and Supporting Plans
 8. Outdoor Lighting Plan

9. Detail Sheets
10. Architectural Elevations with height shown (North, South, East, and West)
11. General Architectural Floor Plans (all floors) with gross floor area calculated

H. Other Required Plans

1. Construction Vehicle Parking Mitigation Plan (LDC Section 7.01.02.E)
For non-residential and multi-family residential construction
2. Dust Control Plan (LDC Section 11.10.03)
3. Vibration Impact Mitigation Plan (LDC Section 7.02.03)

- I. Checklists** – The following checklists are extremely useful to the design professional in complying with City of Destin development regulations.
The inclusion of them with the submittal package is **optional**.

1. Checklist A – Site Plan Requirement
2. Checklist B – Stormwater Management
3. Checklist C – Landscape Plan
4. Checklist D – Dust Control Plan
5. Checklist E – Vibration Impact Mitigation Plan
6. Checklist F – Outdoor Lighting Plan

- J. Emergency Contact Posting Requirements** (LDC Section 7.01.02.B)

V. SUBMITTAL PACKAGE QUANTITIES:

- A. FOUR (4) COMPLETE** paper packages, including **ALL** items in section IV. above.
- B. ONE (1) COMPLETE** electronic package of PDF files on a portable storage device.
(CD, DVD, USB Flash Drive or Dropbox link)

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

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

APPLICANT:

SIGNATURE:

DATE:

2/5/19

PRINTED NAME:

Craig A. Schneider

**AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS, THAT I, Scott Kraus

am presently the owner and/or leaseholder at _____

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

do make, constitute and appoint Craig A. Schneider

whose address is 1736 East Sunshine, Suite 417, County of Greene, State of MO,

my Attorney-in-Fact to act as follows, GIVING AND GRANTING unto said attorney full power to act as my
agent in any and all matters pertaining to: submitting for all reviews and permits.

FURTHER, I do authorize the aforesaid Attorney-in-Fact to perform all necessary acts in the execution of the aforesaid authorization with the same validity as I could effect if personally present. Any act or thing lawfully done hereunder by the said attorney shall be binding on myself and my heirs, legal and personal representative, and assigns.

PROVIDED; however, that any and all transactions conducted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by the said attorney for the purpose of caring out the foregoing powers shall contain my name, followed by that of my said attorney and the designation "Attorney-in-Fact."

OWNER

Signature

Scott Kraus
Printed Name

STATE OF ~~Florida~~ MISSOURI

COUNTY OF ~~Okaloosa~~ GREENE

The foregoing instrument was acknowledged before me this 31 day of January, 2019,

by Scott Kraus, Sr. VP of Real Estate,
(name of person acknowledging)

Signature of Notary

Christina Cheek
Printed Name of Notary or Seal

Personally known X OR Produced Identification _____

Type of Identification Produced _____



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: City Attorney

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None