

**DESTIN CITY COUNCIL MEETING
AUGUST 19, 2024
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

CALL TO ORDER

*** INVOCATION (Pastor David J. Butler, Faith Assembly Christian 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. PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
- 2. PUBLIC COMMENTS (Section 5 - Public Hearings has separate public comments time for these items)** (Note: Individual speakers will be limited to 3 minutes. At the discretion of the mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)
- 3. *** CONSENT AGENDA**
 - A. 40th Annual Christmas Parade
 - B. Additional Staff Parking at Destin Public Library, authorization to issue Purchase Order
 - C. 2024 Destin Seafood Festival Shuttle Stop Request/Parking Lots
 - D. Approval of minutes of July 29, 2024, Special City Council Meeting
- 4. CITY MANAGER REPORTS**
 - A. Approval of Purchase - New Permitting and Licensing System (MGO)
 - B. Approval of Purchase - New Accounting System (Aclarian)
 - C. Consultant Support Services - Community Development and City Manager Office
 - D. City staff work schedule for Joe's Bayou
 - E. Morgan Sports Center Playground
 - F. Short Term Rental-(STR) registration and possible STR Condominium registration
 - G. Code Compliance Work Schedule
 - H. Norriego Point Park Update
 - I. Capital Project Status - **Informational Only**
 - J. Operations Financial Report - **Informational Only**
 - K. TDC Monthly Report - **Informational Only**
 - L. Draft minutes of Standing Boards and Committees - **Informational Only**
 - M. Attendance Report - Volunteer Committees / Boards - **Informational Only**
 - N. Announcements
- 5. PUBLIC HEARINGS**

- A. Second reading of Ordinance 24-06-LC - Amending Article 7 - Zoning and Regulatory Controls - of the Land Development Code to modify conditions and criteria for approval for a Luxury Recreational Vehicle (RV) resorts (Formerly referred to as Luxury Motor Home Resorts).
- B. Second reading of Ordinance 24-07-PC, amending the Comprehensive Plan, providing for the adoption of a small scale amendment to the Comprehensive Plan Future Land Use Map to include a change in future land use designations of eight parcels of real property located north of Calhoun Avenue, as described and depicted in Exhibit "A", consisting of approximately 4.75 acres from Calhoun Mixed Use - Village (CMU-V) to Calhoun Mixed Use (CMU).
- C. Second reading of Ordinance 24-08-LC, amending the official Zoning Map as referenced in the Land Development Code, Section 7.12.01(A)2, Zoning Maps, to include a change in the zoning designation of eight parcels of real property located north of Calhoun Avenue, as described and depicted in Exhibit "A" consisting of approximately 4.75 acres, from Calhoun Mixed Use - Village (CMU-V) to Calhoun Mixed Use (CMU).

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

- A. Councilmember Stephens
- B. Councilmember Geile
 - 1) Projects Status/Updates
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
 - 1) Speed tables on Legion Drive (Between Beach Drive and Benning Drive)
- F. Councilmember King
- G. Councilmember Schmidt
 - 1) Morgan Sports Center / Threadgill Park Update/Plan
 - 2) Parks and Recreation Fee Schedule / Field Rental Fee Change
- H. Mayor Wagner
- I. City Attorney

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

8. ADJOURN

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

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 necesiten 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.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 19, 2024
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.A.

TO: City Council
THRU: Larry Jones , Interim City Manager
FROM: Lisa Firth, Parks & Rec Director
DATE: August 14, 2024
SUBJECT: 40th Annual Christmas Parade

I. BACKGROUND: The City of Destin is seeking temporary road closure of Highway 98 for the 40th Annual Christmas Parade. One of the requirements of the DOT permit is to gain City Council approval.

II. DISCUSSION: The City of Destin is seeking temporary road closure of Highway 98 for the 40th Annual Christmas Parade. One of the requirements of the DOT permit is to gain City Council approval.

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

B. Effect on Budget (EOB):

C. Level of Service (LOS): The City of Destin attracts thousands of spectators and participants annually. The City continues, in its efforts, to provide quality programs that enhance the quality of life for residents, businesses, and visitors.

D. Legislative Sponsor:

III. CONCLUSION: Staff recommends that Council adopts the resolution to support the 40th Annual Christmas Parade held on Saturday, December 14, 2024, at 10am.

IV. RECOMMENDED MOTION: I move that the City Council allow the temporary road closure of Highway 98, for the 40th Annual Christmas Parade held on December 14, 2024.

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 19, 2024
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.B.

TO: City Council

THRU: Krystal Strickland, Finance Director
Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Michael Burgess, Public Services Director

DATE: 08/12/2024

SUBJECT: Additional Staff Parking at Destin Public Library, authorization to issue Purchase Order

I. BACKGROUND: The Library is in need of additional parking on the north side of the facility. Staff are required to park in the driveway at the rear of the building.

II. DISCUSSION: The quote from H&T, LLC (ATT1) is attached, as is the Plan for the proposed improvements (ATT2). This project will add additional staff parking and compensates for additional stormwater runoff by increasing the volume of one of the facility's retention areas. Striping for the new spaces will be performed in-house.

These improvements will increase the number of employee parking spaces from 6 to 9, retaining the one handicap parking space.

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

II. Enhanced Quality of Life and Safety for Families

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): The quotes from the City's asphaltic continuing services contractor, H&T, total \$43,550.

Funds for this project are available in the FY 2024 Adopted Budget.

	31557132-565000-
	LB002
	Library Impact Fees -
	CIP - Library Imp
	Projects
FY 24 Adopted Budget*	190,000
Revised Budget	190,000
Previous Expenses/Encumbrances	-
Available Program Budget	190,000
Potential Agreement +(-)	(43,550)
FY 24 Remaining Program Budget	\$ 146,450

**FY 24 Adopted Budget includes Budget for Prior Year Encumbrances*

- C. **Level of Service (LOS)**: Increases capacity through addition of Parking Spaces
D. **Legislative Sponsor**:

III. **CONCLUSION**: If approved, staff will begin the process of providing a Purchase Order to H&T, LLC as soon as possible.

IV. **RECOMMENDED MOTION**: I move that the City Manager be authorized to issue a Purchase Order to H&T, LLC consistent with the attached Quote and Plan.

Attachments:

1. ATT1: Additional Staff Parking Quote
2. ATT2: DO-24-13_Destin Library
Parking Improvements w/ Plans
3. ATT3: H&T 2023 Misc Asphaltic
Concrete Services Contract Yr1
4. ATT4: H&T Misc Asphalt Services
CY24 Contract Extension Signed

WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** 8/9/2024**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** Library Employee Parking

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	\$20.25	0.00	\$ -
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine) w/Fiber	SY	\$15.75	0.00	\$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) w/Fiber	SY	\$13.00	0.00	\$ -
4	Milling of existing asphalt (average 1 in depth)	SY	\$5.00	0.00	\$ -
5	Milling of existing asphalt (average 2 in depth)	SY	\$6.50	0.00	\$ -
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$30.00	0.00	\$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$24.00	0.00	\$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$12.00	0.00	\$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$10.00	0.00	\$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$8.00	0.00	\$ -
11	Prime Coat	SY	\$4.00	0.00	\$ -
12	Tack Coat	SY	\$4.00	0.00	\$ -
13	Asphalt Cut with Abrasive Blade	LF	\$7.00	100.00	\$ 700.00
14	Concrete Cut with Abrasive Blade	LF	\$7.00	0.00	\$ -
15	Silt Fence	LF	\$10.00	0.00	\$ -
16	Straw Waddle	LF	\$8.00	0.00	\$ -
17	Manhole Adjustment	EACH	\$1,000.00	0.00	\$ -
18	Valve Box Adjustment	EACH	\$600.00	0.00	\$ -
19	Removal of Concrete over 6 inches	SY	\$15.00	0.00	\$ -
20	Removal of Asphalt up to 4 inches thick	SY	\$10.00	0.00	\$ -
21	Removal of Asphalt over 4 inches	SY	\$15.00	0.00	\$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	\$40.00	0.00	\$ -
23	Clear & Grub	SY	\$2.50	0.00	\$ -
24	Debris Hauling	CY	\$25.00	0.00	\$ -
25	Tree trimming	HR	\$300.00	0.00	\$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	\$500.00	0.00	\$ -
27	Guardrail (FDOT Index 400)	LF	\$450.00	0.00	\$ -
28	Mobilization	LUMP	\$4,000.00	1.00	\$ 4,000.00
29	12" inch RCP provided, delivered, and installed	LF	\$92.00	0.00	\$ -
30	15" inch RCP provided, delivered, and installed	LF	\$92.00	0.00	\$ -
31	18" inch RCP provided, delivered, and installed	LF	\$101.00	0.00	\$ -
32	24" inch RCP provided, delivered, and installed	LF	\$125.00	0.00	\$ -
33	30" inch RCP provided, delivered, and installed	LF	\$157.00	0.00	\$ -
34	36" inch RCP provided, delivered, and installed	LF	\$240.00	0.00	\$ -
35	42" inch RCP provided, delivered, and installed	LF	\$285.00	0.00	\$ -
36	48" inch RCP provided, delivered, and installed	LF	\$350.00	0.00	\$ -

*Payment shall be made on actual work performed, as measured in field.

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$45.00	0.00	\$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$55.00	0.00	\$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$65.00	0.00	\$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$75.00	0.00	\$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$120.00	0.00	\$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$140.00	0.00	\$ -
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$160.00	0.00	\$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$180.00	0.00	\$ -
45	Concrete Headwall or Drainage Structure	CY	\$900.00	0.00	\$ -
46	Mitered end section – medium 12 inches to 15 inches	EACH	\$2,000.00	0.00	\$ -
47	Mitered end section – large 18 inches to 24 inches	EACH	\$4,500.00	0.00	\$ -
48	Concrete flume (4 in thick)	SY	\$200.00	0.00	\$ -
49	Inlet Apron (4 in thick)	SY	\$120.00	0.00	\$ -
50	Raise existing Inlet (assume 3 in adjustment)	EACH	\$3,000.00	0.00	\$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	\$2,500.00	0.00	\$ -
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	\$300.00	0.00	\$ -
53	Excavation and Haul Off	CY	\$25.00	200.00	\$ 5,000.00
54	Well Points	DAY	\$4,500.00	0.00	\$ -
55	Grout (joint)	EACH	\$2,500.00	0.00	\$ -
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	\$20.00	0.00	\$ -
57	Swale Installation (grading)	CY	\$100.00	100.00	\$ 10,000.00
58	Concrete Collar (any size)	EACH	\$3,000.00	0.00	\$ -
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	\$600.00	0.00	\$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	\$700.00	0.00	\$ -
61	6 inch Drain pipe	LF	\$45.00	0.00	\$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$5,000.00	0.00	\$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	\$108.00	75.00	\$ 8,100.00
64	Concrete Sidewalk – 4 inches thick installed	SY	\$72.00	0.00	\$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	\$25.00	0.00	\$ -
66	Concrete Type "D" Curb fiber reinforced	LF	\$30.00	0.00	\$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	\$35.00	0.00	\$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	\$34.00	0.00	\$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	\$30.00	0.00	\$ -
70	ADA truncated dome mat installation	SF	\$48.00	0.00	\$ -
71	Traffic Control (MOT) cost	DAY	\$2,000.00	2.00	\$ 4,000.00
72	Bermuda Sod installed	SY	\$4.50	0.00	\$ -
73	St Augustine Sod installed	SY	\$5.75	0.00	\$ -
74	Centipede Sod installed	SY	\$13.50	500.00	\$ 6,750.00
75	Irrigation Repair	HR	\$250.00	0.00	\$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	\$5,500.00	0.00	\$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	\$6,000.00	0.00	\$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$500.00	0.00	\$ -
79	Speed Hump Installation (2 Lanes)	EACH	\$3,000.00	0.00	\$ -
80	Speed Table Installation (2 Lanes)	EACH	\$4,500.00	0.00	\$ -
				Total	\$ 38,550.00

Additional Contract Items					
Item No.	Description	Unit	Unit Price	Quantity	Extension
			Total		\$ 38,550.00
	Contingent Items from Price Sheet	LS	Total		\$ 2,500.00
			Grand Total		\$ 41,050.00

CONTRACTOR REPRESENTATIVE: _____

DATE _____

*Payment shall be made on actual work performed, as measured in field.

CONTRACTOR: H&T Contractors, LLC.
Work Order Number: Contingent Item Pricing Sheet

Date: 8/9/2024
Completion Date:
Calendar Days:

Description of Work: Library Employee Parking

Item No.	Description	Unit	Unit Price	Quantity	Extension
901	Remove Ribbon Curb		\$15.00	80.00	\$ 1,200.00
902	Stripe White Lines		\$300.00	3.00	\$ 900.00
903	Bumper Block		\$200.00	2.00	\$ 400.00
904				0.00	\$ -
905				0.00	\$ -
906				0.00	\$ -
907				0.00	\$ -
908				0.00	\$ -
909				0.00	\$ -
910				0.00	\$ -
911				0.00	\$ -
912				0.00	\$ -
913				0.00	\$ -
914				0.00	\$ -
915				0.00	\$ -
916				0.00	\$ -
917				0.00	\$ -
918				0.00	\$ -
919				0.00	\$ -
920				0.00	\$ -
Total					\$ 2,500.00

CONTRACTOR REPRESENTATIVE: _____

DATE _____

DIRECTOR OF PUBLIC SERVICES: _____

DATE _____

* Pricing for items on this list are specific to this work order.



Community Development Department

Office of the Director

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

June 6, 2024

Development Order No. 24-13

Final Development Order:

DESTIN LIBRARY PARKING IMPROVEMENTS MINOR DEVIATION TO A MAJOR DEVELOPMENT ORDER (DEV-001410-2024)

Based upon the City's approval and issuance of this Development Order on June 6, 2024, this document will serve as the Final Development Order for the proposed subject project(s), and includes all of the provisions and conditions in the attached Technical Review Committee Report.

The approved project scope includes the construction of three (3) additional employee parking spaces at the existing Destin Library. This approved Development Order is for the property located and described below:

150 Sibert Avenue
Destin, FL, 32541
(Parcel ID: 00-2S-22-0310-000D-1510)

DETERMINATIONS:

1. This final development order is in accordance with the approved construction documents, which is inclusive of the approved Civil Plans (Exhibit A), dated approved June 6, 2024.
2. All the findings and requirements of the Technical Review Committee report are incorporated herein.

CONDITIONS OF APPROVAL:

SPECIFIC CONDITIONS:

None

GENERAL CONDITIONS:

1. Pursuant to the City of Destin Land Development Code:

Construction of infrastructure must commence within one (1) year of approval date (date from which the Final Development Order is issued by the Community Development Department) of the Final Development Order on **June 6, 2024** (no later than **June 6, 2025**) and must be completed as shown on plans approved by the Technical Review Committee.

WARNING: If the applicant/owner has not obtained a building permit(s) for either the construction of infrastructure or construction of the entire project and that construction has not commenced within one (1) year of issuance of the final development order, the final development order will become null and void and the application for development order approval must be re-initiated (*Land Development Code (LDC) Section 2.21.00*).

NOTE: Construction of infrastructure shall be defined as site work, grading, or other construction activity (not including clearing and grubbing or demolition of existing structures) related to installation of roadways, access drives, parking lots, underground utilities, stormwater or drainage facilities, or building foundations (*LDC Section 2.21.00*).

NOTE: An applicant/owner who desires to extend the twelve (12) month (1 year) deadline for either the construction of infrastructure or construction of the entire project must submit a written request to the Community Development Department, no less than thirty (30) days prior to the expiration of the twelve (12) month deadline to obtain a building permit and commence construction of infrastructure or construction of the entire project. The applicant may receive only one extension, and such extension shall not exceed one year. The applicant /owner should review *LDC Section 2.21.00* for further explanation of the Development Order extension process.

2. If the applicant fully complies with the requirements of Condition No. 1. above, the concurrency capacity allocation status for “Destin Library Parking Improvements” will be protected. However, the protected concurrency status will be lost and the application for development order approval must be re-initiated if:
 - A. Construction permit(s) in association with construction of infrastructure or construction of the entire project are not obtained in accordance with *LDC Section 2.10.00* to maintain concurrency, or
 - B. Construction activity ceases for a period of one (1) year after a building permit for construction of infrastructure or construction of the entire project has been issued so that concurrency is not maintained under *LDC Article 6*.
3. The applicant must obtain City of Destin permits for the following activities on and off site (these may require appropriate bonding):
 - A. Disturbance of the City's Right-Of-Way (Note: Applicant must obtain the proper ROW permit(s) from the Public Services Department prior to issuance of building permits, unless otherwise exempted by the Public Services Director).
 - B. Pavement cuts.
 - C. Construction of any kind.
 - D. Clearing, grubbing, or demolition.
 - E. Paving, grading, drainage, sidewalks.
 - F. Signage.
 - G. Installation of utilities.
 - H. Construction trailers.
4. The following items must be addressed in the appropriate order:

- A. **Prior to the issuance of any City Permit**, a sign must be posted on the subject property notifying the public of the emergency contact information of the person responsible for the project. Refer to **LDC 7.01.02(B)** for details on the size, location and contents of the sign. Additionally, a posting of emergency contact information sign affidavit must be submitted to the Planning Division prior to the issuance of any permits.
- B. **Prior to the Commencement of Construction**, a permit, with a copy of the demolition plan for the site indicating the location of the Construction Site Screening, must be submitted and approved by the City. Said screening must meet the requirements set forth in ***Destin Code of Ordinances, Section 6-51 Screen Criteria***.
- C. **Prior to the issuance of any City Permit**, obtain a Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) permit and submit a copy to the City Engineer, if applicable. Provide a copy of the Stormwater Pollution Prevention Plan (SWPPP) as required for the NPDES permit for all construction disturbance over 1 acre. If the site is less than 1 acre, provide an erosion control plan in accordance with LDC Article 11.
- D. **Prior to the issuance of any City Permit**, a copy of the Northwest Florida Water Management District (NFWFMD) storm water permit and a NPDES storm water construction generic Permit (if applicable) approval shall be provided.
- E. **Prior to the issuance of a Certificate of Occupancy**, the developer/owner, engineer of record and the contractor shall make themselves familiar with **LDC Article 11.09.00**, Illicit Discharge, and shall comply with the codes, or be subject to enforcement.
- F. **Prior to the issuance of a Certificate of Occupancy**, all applicable Impact Fees and other outstanding costs associated with this project that are owed to the City must be paid in full.

Estimated impact fee total: **\$0. No additional gross floor area being proposed.**

- G. **Prior to the issuance of a Certificate of Occupancy**, the site layout, landscaping, outdoor lighting and architectural design must be inspected and approved by the Community Development Department.



6/6/2024

Louis Zunguze, MURP
City Manager &
Community Development Director
City of Destin

Date



6/6/2024

Ryan Scott, P.E.
Authorized Agent
City of Destin

Date

**TECHNICAL REVIEW COMMITTEE REPORT
DESTIN LIBRARY PARKING IMPROVEMENTS
MINOR DEVIATION TO A MAJOR DEVELOPMENT ORDER
(DEV-001410-2024)**

Applicant: City of Destin
Agent: Ryan Scott, P.E. of City of Destin
Location: 150 Sibert Avenue
Request: Construction of three (3) employee parking spaces.
Parcel Size: ±3.10 acres, 135,036 square feet
Future Land Use: Institutional (INST)
Zoning District: Institutional (INST)
Density: Not applicable
Intensity: Not applicable
Application Date: May 1, 2024
Approved Site Plan Date: June 6, 2024

DISCUSSION/FINDINGS

Ryan Scott of City of Destin is requesting approval of a Minor Deviation to a Major Development Order. The project scope includes the construction of three (3) employee parking spaces for the existing Destin Library. The project is located at 150 Sibert Avenue (Parcel ID: 00-2S-22-0310-000D-1510).

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

The subject property is within the **Harbor Planning Area**. Also, the property has a Future Land Use Map Designation of **Institutional (INST)** and a Zoning Designation of **Institutional (INST)**. The proposed use of educational support services is consistent with these land use regulations. The project, as required by the Comprehensive Plan and the Land Development Code, has undergone a compatibility review and meets the minimum requirements.

LAND USE

‘Educational support services’ is an appropriate use within the **INST** future land use designation and a permitted use within the **INST** zoning district.

INTENSITY

Maximum allowed: N/A – No structure modifications proposed.
Provided: N/A – No structure modifications proposed.

HEIGHT

Maximum allowed: N/A – No structure modifications proposed.
Provided: N/A – No structure modifications proposed.

PITCHED ROOF

N/A – No structure modifications proposed.

SETBACKS

N/A – No structure modifications proposed.

OPEN SPACE

N/A – No structure modifications proposed.

PLATTING

There is a no platting associated with this project.

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:

Traffic: N/A

Stormwater Management: Signed on June 4, 2024

Potable Water/Sanitary Sewer: N/A

Solid Waste: N/A

AIRPORT PROTECTION

As proposed, this project is not affected by nor affects the Destin Executive Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport impact area.

NOTE: If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

TRANSPORTATION ANALYSIS

This project meets the criteria to be deemed to have a de minimis impact on the transportation system; therefore, no transportation analysis was required as part of this review.

RIGHT-OF-WAY DEDICATION

The project does not include any public Right-of-Way dedication.

INGRESS/EGRESS

Vehicular access to the project location is provided by a two-way access from the Sibert Avenue public right-of-way (ROW).

PEDESTRIAN NETWORK

The site already contains a complete pedestrian network, as required by *LDC Section 8.05.03.B*.

PARKING:

There are no structure modifications proposed as part of this project. However, the project is compliant in the amount of required parking, with three (3) additional parking spaces proposed.

Required Parking: 13,250 SF / 1 space per 300 SF of gross floor area = 44 required spaces

Total vehicle parking required: 44 spaces

Total vehicle parking provided: 62 spaces (including 3 ADA spaces)

UTILITIES:

All utilities are required to be underground.

STORMWATER:

The City Manager's Stormwater designee approved the stormwater plan on June 4, 2024.

REFUSE COLLECTION:

All non-construction related dumpsters, trashcans, and recycling bins shall be placed in a solid waste collection area or inside a building.

WHITE SANDS ZONE

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

LANDSCAPING

There is no landscaping improvements associated with this project. All land not utilized for principal structures, accessory structures and vehicular use areas, shall be landscaped and permanently maintained with trees, shrubs, indigenous plants and ground cover.

SIGNS

No signs were reviewed for permitting or compliance with the Development Order application. All proposed signs must be permitted through a sign permit and shall comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

IMPACT FEES:

Given that there is no additional gross floor area being proposed as part of this project, there will be no impact fees assessed.

OTHER FEES: NONE**COMMENTS: NONE**

WATER AND SEWER:
DESTIN WATER USERS
218 MAIN STREET
DESTIN, FL 32541
PHONE: (850) 837-6146

TELEPHONE:
CENTURY LINK
734 LEGION DRIVE
DESTIN, FL 32541
PHONE: (850) 213-8116

CABLE:
COX COMMUNICATIONS
99 ELGIN PARKWAY NE
SUITES 21 &22
FORT WALTON BEACH, FL 32548
PHONE: (850) 862-7141

ELECTRIC:
FLORIDA POWER & LIGHT COMPANY
140 HOLLYWOOD BOULEVARD NW
FORT WALTON BEACH, FL 32548
PHONE: (850) 225-5797

GARBAGE/RECYCLING COLLECTION:
WASTE MANAGEMENT
108 HILL AVENUE NW
FORT WALTON BEACH, FL 32548
PHONE: (850) 862-7141

FIRE CONTROL DISTRICT:

DESTIN FIRE CONTROL
STATION 9
848 AIRPORT ROAD
DESTIN, FL 32541
PHONE: (850) 837-8413

GAS:
OKALOOSA GAS
364 VALPARAISO BOULEVARD
VALPARAISO, FL 32580
PHONE: (850) 729-4700

PARCEL ID NUMBER(S):
00-2S-22-0310-000D-1510

SIZE OF PROJECT:

±6,000 SF
±0.14 AC.

ZONING:

INSTITUTIONAL (INST)

LEGAL DESCRIPTION:
CALHOUN S/D DESTIN E3/4 OF LOT 150 AND ALL LOTS 151 TO 153 BLK D

By Daniel Butler at 4:34 pm, Jun 06, 2024

INDEX OF PLANS	
SHEET NO.	DESCRIPTION
C01	COVER
C02	GENERAL NOTES
C03	AERIAL PHOTOGRAPH
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C05	DEMOLITION PLAN
C06	SITE PLAN
C07	PAVING, GRADING, & DRAINAGE PLAN
C08	TYPICAL SECTIONS & DETAILS
C09 & C10	SPECIFICATIONS
C11 - C13	PHOTOMETRICS

CHOCTAWHATCHEE BAY

EAST PASS

DESTIN HARBOR

CALHOUN AVENUE

KELLY STREET

BENNING DRIVE

BEACH DRIVE

STALLMAN AVENUE

SIBERT AVENUE

AZALEA DRIVE

MOUNTAIN DRIVE

PROJECT LOCATION

MAY 2024

Ryan Jared Scott,
P.E. 88660 STATE
OF FLORIDA

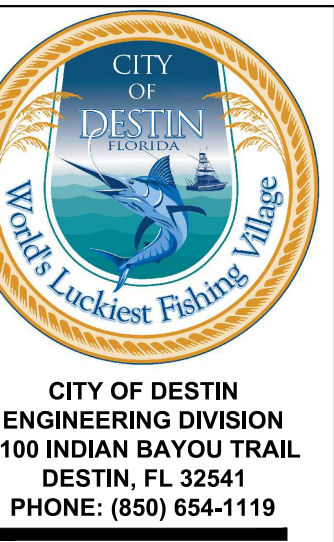
Digitally signed by Ryan
Jared Scott, P.E. 88660

STATE OF FLORIDA

Date: 2024.05.07 11:55:06 DATE
-05'00'

REGISTERED PROFESSIONAL ENGINEER
FLORIDA LICENSE NO. 88660

RYAN JARED SCOTT, P.E.



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**LIBRARY EMPLOYEE
PARKING IMPROVEMENTS
CITY OF DESTIN, FLORIDA**

DATE:	MAY 2024
PROJECT NO.:	N/A
DATE NO.:	00-02-22
SCALE:	1" = 1,000'

SHEET TITLE

COVER

SHEET NUMBER

C01

GENERAL NOTES:

1. **ELEVATIONS REFERENCE TO NAVD 1988. CONVERSION TO NGVD 1929 IS: NAVD 1988 + 0.41 = NGVD 1929.**
2. THE GENERAL NOTES MUST BE PART OF THE ENTIRE CONTRACT DOCUMENTS. THE GENERAL NOTES ARE REFERENCED HEREIN MUST BE REFERRED TO BY THE CONTRACTOR. THE CONTRACTOR MUST BE FAMILIAR WITH ACKNOWLEDGE FAMILIARITY WITH ALL THE GENERAL NOTES AND ALL OF THE PLANS SPECIFICATIONS NOTES.
3. CONTRACTOR MUST VERIFY ALL DIMENSIONS INCLUDED WITHIN THE PLAN SET AND SHOULD NOT SCALE OFF THE DRAWINGS DUE TO POTENTIAL PRINTING INACCURACIES. ALL DIMENSIONS ARE TO BE CHECKED CONFIRMED BY THE GENERAL CONTRACTOR PRIOR TO PREPARATION OF SHOP DRAWINGS, FABRICATION/ORDERING OF PARTS MATERIALS PRIOR TO START OF SITE WORK.
4. THE ENGINEER OF RECORD AND THE CITY OF DESTIN ARE NOT RESPONSIBLE FOR AND HAVE NO CONTRACTUAL, LEGAL, OR OTHER LIABILITY RESPONSIBILITIES FOR JOB SITE SAFETY, JOB SITE SUPERVISION, OR ANYTHING RELATED TO THE SAME. THE ENGINEER OF RECORD AND THE CITY OF DESTIN ARE NOT RESPONSIBLE TO IDENTIFY OR REPORT ANY JOB SITE SAFETY ISSUES OR ANY JOB SITE CONDITIONS, AT ANY TIME.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, STANDARD PLANS (LATEST EDITION), CITY OF DESTIN DEVELOPMENT STANDARDS, SPECIFICATIONS, & REQUIREMENTS.
6. CONTRACTOR SHALL RETAIN, ON THE WORK SITE, COPIES OF ANY PERMITS NECESSARY FOR CONSTRUCTION.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY REQUIRED DEWATERING PERMITS.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY REQUIRED TREE REMOVAL PERMITS.
9. THE SITE CONTRACTOR SHALL BECOME FAMILIAR WITH THE GEOTECHNICAL REPORT IF ONE WAS PREPARED. THE CONTRACTOR SHALL COMPLY WITH ALL THE SITE PREPARATION OTHER SITE RELATED ITEMS RECOMMENDATIONS PROCEDURES.
10. CONTRACTOR TO VERIFY ENGINEER'S BUILDING FOOTPRINT SIZE ARCHITECT'S BUILDING SIZE FOOTPRINT BEFORE BEGINNING CONSTRUCTION.
11. THIS PROJECT WILL NOT ADVERSELY IMPACT ANY SURFACE WATER OR GROUNDWATER.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC AND USAGE OF EXISTING STREETS ADJACENT TO THE PROJECT. ALL TEMPORARY TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-100 THRU 102-670, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), (LATEST EDITION).
13. CONTRACTOR IS REQUIRED TO OBTAIN FROM THE CITY ENGINEER WRITTEN APPROVAL FOR ANY DEVIATIONS FROM THE PLANS /OR SPECIFICATIONS.
14. EXISTING OFF-SITE DRAINAGE PATTERNS SHALL BE PROTECTED AND MAINTAINED DURING CONSTRUCTION.
15. ANY PUBLIC CORNER MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE CITY ENGINEER WITHOUT DELAY.
16. THE LOCATION OF EXISTING UTILITIES, PAVEMENT, VEGETATION, AND MISCELLANEOUS IMPROVEMENTS ARE APPROXIMATELY ONLY. THE EXACT LOCATIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
17. CONTRACTOR SHALL NOTIFY THE CITY OF DESTIN COMMUNITY DEVELOPMENT DEPARTMENT A MINIMUM OF 72 HOURS PRIOR TO ALL REQUIRED INSPECTIONS.
18. CONTRACTOR TO INSTALL SILT FENCE AND OTHER APPROPRIATE ASSURES TO AFFECT THE FILTRATION OF SURFACE WATER FLOWS TO PROVIDE EROSION PROTECTION DURING CONSTRUCTION ACTIVITIES. PROTECTION IS TO BE MAINTAINED DURING THE CONSTRUCTION PERIOD UNTIL DISTURBED SOILS HAVE BEEN STABILIZED WITH GRASS OR SUITABLE EROSION PROTECTION TREATMENT.
19. DURING CONSTRUCTION, GRATE INLET AND JUNCTION BOX OPENINGS SHALL BE COVERED WITH FILTER FABRIC (MIRAFI 140N OR APPROVED EQUAL) TO PREVENT DEBRIS AND FILL FROM FALLING INTO THE INLETS.
20. CONTRACTOR SHALL USE DESIGNATED CONSTRUCTION ENTRANCES FOR EMPLOYEES DELIVERY OF MATERIALS.
21. CONTRACTOR SHALL CLEAR ALL EXCAVATION FILL AREAS AS SHOWN ON THE PLANS. ACTUAL LIMITS OF CLEARING MAYBE ADJUSTED IN THE FIELD BY THE CITY ENGINEER, OR, DESIGNEE.
22. CONTRACTOR SHALL REMOVE ALL MUCK, OTHER UNSUITABLE MATERIAL FROM FILL AREAS PRIOR TO PLACEMENT OF FILL. ALL MUCK AND OTHER UNSUITABLE MATERIALS EXCAVATED OR REMOVED FROM FILL AREAS SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS OR, STOCKPILED AT THE PROPOSED PROJECT AS DETERMINED BY THE CITY ENGINEER, OR, DESIGNEE.

23. ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS.
24. CONTRACTOR SHALL PROMPTLY REPORT ALL FIELD CHANGES TO THE CITY ENGINEER, OR, DESIGNEE.
25. HORIZONTAL LOCATIONS OF INLETS, STORM DRAINS MAY BE FIELD ADJUSTED TO PRESERVE EXISTING VEGETATION WITH PERMISSION OF CITY ENGINEER, OR, DESIGNATED REPRESENTATIVE. IN ADDITION, SITE GRADES MAY BE ADJUSTED IN FIELD BY CITY ENGINEER, OR, DESIGNEE.
26. THE CONTRACTOR IS REQUIRED TO ADJUST ALL VALVE BOXES, MANHOLE RIMS, GRATES, ETC. AS NECESSARY TO MATCH PROPOSED GRADES.
27. EXISTING FACILITIES DAMAGED DURING CONSTRUCTION SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION, AT NO ADDITIONAL COST TO THE CITY.
28. ALL UNPAVED AREAS DISTURBED DURING CONSTRUCTION SHALL BE SODDED UNLESS OTHERWISE NOTED.
29. ALL CONCRETE SIDEWALKS SHALL HAVE CONTROL JOINTS CUT ON 5-FOOT CENTERS EXPANSION JOINTS PLACED ON 60-FT CENTERS. CHANGES OF DIRECTION, AND ABUTTING SEPARATE POURS, CONCRETE SAW CUTS SHALL BE COMPLETED WITHIN 48 HOURS AFTER PLACING CONCRETE.
30. THE CONTRACTOR SHALL ACCURATELY PLOT THE LOCATIONS, DEPTHS OF ALL IMPROVEMENTS INSTALLED ON A FINAL SET OF RECORDED DRAWINGS WHICH SHALL BE DELIVERED TO THE CITY.
31. ALL CONSTRUCTION WORK PERFORMED MUST BE DONE BY A CONTRACTOR LICENSED IN THE STATE OF FLORIDA TO THE WORK INTENDED.
32. ALL WORK MATERIALS WHICH DO NOT CONFORM TO CITY SPECIFICATIONS ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
33. ANY WORK PERFORMED WITHOUT THE KNOWLEDGE OF THE CITY IS SUBJECT TO RE-EXCAVATION, REMOVAL AND REPLACEMENT OF SAME TO BE DONE AT THE CONTRACTOR'S EXPENSE.
34. ANYTHING NOT SHOWN ON THESE DRAWINGS SHOULD BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER, OR DESIGNEE AND SHALL NOT CONSTITUTE A CHANGE ORDER, UNLESS APPROVED BY THE CITY ENGINEER.
35. CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANS. IF ANY DISCREPANCIES IN QUANTITIES ARE FOUND, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER, OR, DESIGNEE.
36. CONTRACTOR IS RESPONSIBLE FOR DEVELOPING, IMPLEMENTING, MAINTAINING AN EFFECTIVE STORM WATER POLLUTION PREVENTION PLAN.
37. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING FDEP NPDES APPROVAL PRIOR TO STARTING WORK.
38. ROUGH GRADE PROPOSED RETENTION AREAS AS EARLY INTO THE PROJECT AS POSSIBLE OR PRIOR TO CHANGING SITE GRADING.
39. CONTRACTOR IS RESPONSIBLE FOR DEVELOPING AND IMPLEMENTING A FOUL WEATHER (HURRICANE) PLAN FOR SECURING THE SITE PRIOR TO INCLEMENT WEATHER.

EROSION CONTROL NOTES:

1. ALL SIDE SLOPES AND DISTURBED AREAS SHALL BE STABILIZED WITH SOD.
2. ALL EROSION CONTROL MEASURES SHOWN ARE THE MINIMUM REQUIRED AND MAY BE MODIFIED AS NEEDED BY THE CONTRACTOR DEPENDING ON SITE CONDITIONS.
3. EROSION PROTECTION IS TO BE MAINTAINED DURING THE CONSTRUCTION PERIOD UNTIL DISTURBED SOILS HAVE BEEN STABILIZED WITH SOD OR SUITABLE EROSION PROTECTION TREATMENT.
4. DURING CONSTRUCTION, GRATE INLET AND JUNCTION BOX OPENINGS SHALL BE COVERED WITH FILTER FABRIC (MARFAI 140N OR APPROVED EQUAL) TO PREVENT DEBRIS AND FILL FROM INFILTRATING THE WATER MANAGEMENT SYSTEM.
5. CONTRACTOR SHALL DISPOSE OF ALL DEBRIS OFF-SITE AND SHALL BE IN ACCORDANCE WITH FEDERAL, STATE, AND COUNTY LAWS AND REGULATIONS.

DUST CONTROL REQUIREMENTS:

1. GRADING OPERATIONS SHALL NOT BE CONDUCTED WHEN WINDS EXCEED 30 MPH.
2. WATER SHALL BE APPLIED WITH A HOSE OR WATER TRUCK, AS NECESSARY, DURING EXCAVATION ACTIVITIES.
3. CONTRACTOR SHALL ENSURE THAT ANY OPEN-BODIED TRUCKS, TRAILERS, OR OTHER VEHICLES TRANSPORTING PARTICULATE MATTER SHALL BE COVERED OR WETTED TO MINIMIZE DUST GENERATION DURING TRANSPORT.
4. STOCKPILED MATERIAL SHALL BE COVERED OR WETTED, AS REQUIRED, TO MINIMIZE DUST GENERATION DURING HIGH WIND CONDITIONS.
5. CONTRACTOR SHALL MINIMIZE THE HEIGHTS INVOLVED IN TRANSFER PROCESSES INVOLVING FREE FALL OF SOIL OR OTHER PARTICULATE MATTER TO MINIMIZE DUST EMISSIONS.
6. WATER SHALL BE APPLIED BY HOSE OR WATER TRUCK, AS NECESSARY, TO UNPAVED SURFACES, INCLUDING ADJACENT RIGHT-OF-WAYS, OR ANY OTHER SURFACE THAT COULD CREATE AIRBORNE DUST.
7. CONTRACTOR SHALL PROVIDE BRUSHES, BROOMS, WATER, OR PRESSURE WASHERS, AS REQUIRED, TO REMOVE SOIL, SAND, DIRT, AND OTHER PARTICULATE MATTER FROM VEHICLE TIRES AND UNDERCARRIAGES PRIOR TO LEAVING THE SITE IN ORDER TO PREVENT TRACKING ONTO THE ADJACENT RIGHT-OF-WAYS.
8. ANY SOIL, SAND, AND OTHER MATERIAL DEPOSITED OR EMITTED ONTO ANY RIGHT-OF-WAYS NEAR THE SITE SHALL BE REMOVED WITHIN 48 HOURS.
9. CONTRACTOR SHALL MAINTAIN A DAILY DUST CONTROL CHECKLIST AND SHALL PROVIDE TO THE CITY UPON REQUEST TO DOCUMENT COMPLIANCE WITH THESE REQUIREMENTS, AND MAINTAIN AT THE JOBSITE AT ALL TIMES.

VIBRATION IMPACTION REQUIREMENTS:

1. ANY ACTIVITY INCLUDING, BUT NOT LIMITED TO: PILE DRIVING, EARTHWORK COMPACTION, CONCRETE AND ASPHALT BREAKING, SHALL NOT TRANSMIT VIBRATIONS TO SENSITIVE RECEPTORS AT OR ABOVE THE FEDERAL TRUST ADMINISTRATION (FTA) APPROXIMATE VIBRATION DAMAGE THRESHOLD OF 95 VIBRATION DECIBELS (VDB).
2. FOR ANY ACTIVITY EXCEEDING 80 VDB, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE CITY OF DESTIN WITH A VIBRATION MINIMIZATION AND MITIGATION PLAN TO REDUCE IMPACTS TO THE SURROUNDING AREAS.

CONSTRUCTION SCREENING CRITERIA:

1. CONSTRUCTION SCREENING MATERIAL SHALL BE MADE OF OPAQUE MATERIAL CAPABLE OF ALLOWING AIR TO PASS BUT SEMI-IMPERVIOUS TO DUST AND DIRT. THE SCREENING SHALL BE OF A FINENESS SUCH THAT NO MATERIAL OVER ONE-EIGHT (1/8) INCH IN SIZE SHALL PASS THROUGH THE MESH. SUCH SCREENING SHALL BE SECURELY AFFIXED TO THE CONSTRUCTION FENCE. FENCE SCREENING SHALL HAVE A MINIMUM HEIGHT OF FIVE (5) FEET AND A MAXIMUM HEIGHT OF EIGHT (8) FEET. THE SCREENING MATERIAL SHALL BE MAINTAINED IN GOOD CONDITION AND TAUT THROUGHOUT THE ALLOTTED PERMIT TIME. THE SCREENING MUST BE KEPT SECURE FROM ANY WIND ACTION. IN CASES WHERE THE FINISHED GRADE OF THE DEVELOPMENT SITE IS HIGHER BY MORE THAN ONE (1) FOOT OR MORE THAN THE GRADE OF THE ADJOINING PROPERTIES, SAID FENCE SCREENING SHALL BE PLACED AT THE FINISHED GRADE AND NOT THE EXISTING GRADE.

SIGNING AND PAVEMENT MARKING NOTES:

1. ALL SIGNING AND PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD PLANS (LATEST ADDITION), THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), (LATEST EDITION), AND THE CURRENT CITY OF DESTIN LAND DEVELOPMENT CODE & DESIGN MANUAL.
2. MATCH EXISTING PAVEMENT MARKING STYLE AT EXISTING ROADS, UNLESS OTHERWISE STATED.
3. TEMPORARY TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE FDOT STANDARD PLANS INDEX 102-100 THRU 102-670 (LATEST EDITION), & THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), (LATEST EDITION).
4. CONTRACTOR SHALL SET ROADWAY GROUND MOUNT SIGNS AT PROPER DEFLECTION ANGLE TO THE ROADWAY IN ACCORDANCE WITH FDOT STANDARD PLANS STANDARD PLANS NUMBER 700-101.
5. SEE FDOT STANDARD PLANS NUMBERS 711-001 & 706-001 FOR ADDITIONAL SIGNING & MARKING DETAILS.
6. ALL STOP SIGN LOCATIONS SHALL INCLUDE A 24" THERMOPLASTIC WHITE STOP BAR.
7. THE CONTRACTOR SHALL PROVIDE & INSTALL BLUE/BUE REFLECTIVE PAVEMENT MARKERS AT THE CENTER OF THE TRAFFIC LANE NEAREST ALL EXISTING & PROPOSED FIRE HYDRANTS.

8. ALL PAVEMENT MARKINGS WITHIN THE CITY RIGHT-OF-WAY TO BE THERMOPLASTIC.

9. CONTRACTOR SHALL MAINTAIN A DAILY DUST CONTROL CHECKLIST AND SHALL PROVIDE TO THE CITY UPON REQUEST TO DOCUMENT COMPLIANCE WITH THESE REQUIREMENTS, AND MAINTAIN AT THE JOBSITE AT ALL TIMES.

PAVING, GRADING, & DRAINAGE NOTES:

1. THE SITE CAN BE UTILIZED SAFELY FOR BUILDING PURPOSES WITHOUT UNDUE DANGER FROM FLOODING OR ADVERSE SOIL CONDITIONS.
2. LENGTH OF STORM PIPES ARE APPROXIMATE & ARE MEASURED FROM CENTER OF STRUCTURE.
3. CONTRACTOR SHALL NOTIFY THE COMMUNITY DEVELOPMENT DEPARTMENT A MINIMUM OF 72 HOURS PRIOR TO ALL REQUIRED INSPECTIONS.
4. CONTRACTOR SHALL NOTIFY THE CITY & CONTACT ALL UTILITY COMPANIES FOR LOCATIONS OF EXISTING UTILITIES IN THE AREA 72 HOURS (MIN.) PRIOR TO COMMENCING CONSTRUCTION.
5. IF SITE IS TO BE STABILIZED BY SEED & MULCH, PLACE 200 S.F. OF SOD AROUND ALL INLETS, HEADWALLS, & CONTROL STRUCTURES. USE ARGENTINA BAHIA & CONFORM TO FDOT SPECIFICATIONS.
6. IF SITE IS TO BE STABILIZED BY SEED & MULCH, PLACE 18" OF SOD CONTINUOUS ALONG EDGES OF PAVEMENT OF ALL ROADS AND/OR CURB, LAYING PARALLEL WITH THE ROAD MAINTAINING 2" BELOW FINISHED PAVEMENT.
7. THE STORM DRAINAGE PIPING & FILTRATION SYSTEM SHALL BE SUBJECTED TO A VISUAL INSPECTION BY THE CITY PRIOR TO THE PLACEMENT OF BACKFILL. CONTRACTOR TO NOTIFY THE CITY ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION.
8. THE CONTRACTOR SHALL MAINTAIN THE STORM SYSTEM UNTIL FINAL ACCEPTANCE OF THE PROJECT. THE STORM SYSTEM WILL BE INSPECTED BY THE CITY ENGINEER, OR, DESIGNEE PRIOR TO FINAL ACCEPTANCE.
9. FINISHED GRADE OUTSIDE OF BUILDINGS MUST BE 4"-6" BELOW THE FINISHED FLOOR ELEVATION.
10. ALL RCP/JERCIP STORM DRAIN JOINTS SHALL BE WRAPPED IN MARAFI FABRIC.
11. ALL UNDERGROUND PIPING TO HAVE A MINIMUM OF 30" COVER, OR, AS SPECIFIED IN THE PLAN.

UTILITY NOTES:

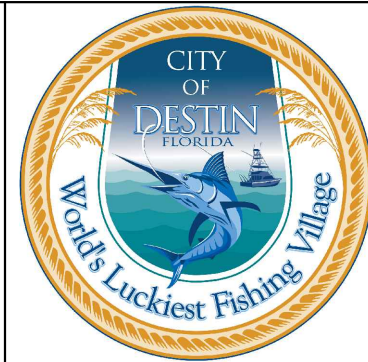
1. ALL UTILITIES TO BE UNDERGROUNDED.
2. CONTRACTOR TO COORDINATE WITH DESTIN WATER USERS, INC. OR SOUTH WALTON UTILITY CO., INC. DURING CONSTRUCTION AS NECESSARY.
3. CONTRACTOR TO ENSURE ALL WATER, SEWER, & REUSE INSTALLATION IS FOLLOWING THE DESTIN WATER USERS OR SOUTH WALTON UTILITY CO., INC. CURRENT MINIMUM STANDARDS (LATEST EDITION).
4. CONTRACTOR SHALL PLACE VALVE BOXES OUTSIDE PAVEMENT OR DRIVEWAYS WHERE POSSIBLE.
5. A MINIMUM OF 3' HORIZONTAL SEPARATION SHALL BE PROVIDED BETWEEN ANY PROPOSED OR EXISTING WATER MAINS & A STORM DRAINAGE STRUCTURE OR PIPE, AS MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF STRUCTURE OR PIPE.
6. A 12" VERTICAL SEPARATION IS PREFERRED (6" MINIMUM) BETWEEN ANY PROPOSED OR EXISTING WATER MAIN & A STORM SEWER PIPE AS MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
7. CONTRACTOR TO CALL SUNSHINE 811 & LOCATE ALL EXISTING LINES BEING TIED INTO & VERIFY GRADES BEFORE BEGINNING CONSTRUCTION.
8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CALL SUNSHINE 811, LOCATE & TAKE ALL POSSIBLE PRECAUTIONS TO AVOID ANY DAMAGE TO ALL UNDERGROUND PIPELINES, TELEPHONE, CABLE TV, FIBER, ELECTRIC LINES, CONDUIT & STRUCTURES IN ADVANCE OF ANY CONSTRUCTION. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY & ALL DAMAGES THAT MAY OCCUR DUE TO HIS/HER FAILURE TO EXACTLY LOCATE & PROTECT EXISTING UTILITIES & STRUCTURES.
9. CONTRACTOR SHALL CONTACT THE CITY ENGINEER, OR, DESIGNEE & UTILITY CONTACT IMMEDIATELY CONCERNING ANY CONFLICTS WITH UTILITIES/STRUCTURES ARISING DURING CONSTRUCTION OF ANY FACILITY SHOWN ON THESE DRAWINGS.
10. ALL UNDERGROUND PRESSURE PIPING TO MAINTAIN A MINIMUM OF 36" OF COVER TO EVERY EXTENT POSSIBLE, EXCEPT APPROVED DIRECTIONAL DRILLS.
11. ALL VALVES LOCATED WITHIN CITY ROADS SHALL HAVE A 24"x24" CONCRETE VALVE PAD. SEE DESIGN MANUAL DETAIL.

ACCESSIBILITY DESIGN GUIDELINES:

1. ALL ACCESSIBLE (A.K.A. ADA) COMPONENTS & ACCESSIBLE ROUTES MUST BE CONSTRUCTED TO MEET, AT A MINIMUM THE MOST STRINGENT OF: (A) THE REQUIREMENTS OF THE 'AMERICANS WITH DISABILITIES ACT' (ADA) CODE (LATEST ADDITION); OR (B) ANY APPLICABLE LOCAL & STATE GUIDELINES (FLORIDA ACCESSIBILITY CODE), & ANY & ALL AMENDMENTS TO BOTH, WHICH ARE IN EFFECT AT THE TIME OF CONSTRUCTION.

APPROVED

By Daniel Butler at 4:34 pm, Jun 06, 2024



CITY OF DESTIN
ENGINEERING DIVISION
4100 INDIAN BAYOU TRAIL
DESTIN, FL 32541
PHONE: (850) 654-1119

RYAN J. SCOTT, P.E.
FL LICENSE NO. 88660

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REVISIONS		DATE			
NO.	DESCRIPTION				
DATE: MAY 2024					
PROJECT NO.: N/A					
FILE NO.: 00-02-22					
SCALE: 1" = 10'					

SHEET TITLE

GENERAL
NOTES

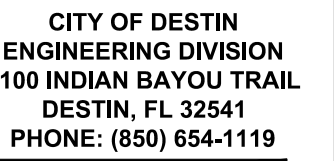
SHEET NUMBER

C02



By Daniel Butler at 4:34 pm, Jun 06, 2024

0 40 80
SCALE IN FEET
AS SHOWN: 1" = 40'



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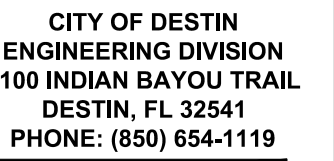
SHEET TITLE

AERIAL PHOTOGRAPH

SHEET NUMBER

C03

AERIAL SOURCE: OKALOOSA COUNTY - FLIGHT YEAR: 2022



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CITY OF DESTIN, FLORIDA**

REVISIONS				
DATE	DESCRIPTION	NO.	DATE:	
			MAY 2024	
			PROJECT NO:	N/A
			FILE NO.:	00-02-22
			SCALE:	1" = 20'

SHEET TITLE

EXISTING CONDITIONS

SHEET NUMBER

C04



C:\USERS\RSCOTT\CITY OF DESTIN, FL\ENGINEERING - DOCUMENTS\CAD\DRAWINGS\LIBRARY\DO\EMP PARK IMP\EPI-EX-COND.DWG

AERIAL SOURCE: OKALOOSA COUNTY – FLIGHT YEAR: 2022



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CITY OF DESTIN, FLORIDA**

[illegible]

SHEET TITLE

DEMOLITION PLAN

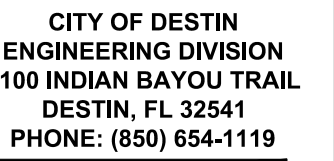
SHEET NUMBER

C05



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AERIAL SOURCE: OKALOOSA COUNTY – FLIGHT YEAR: 2022



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**LIBRARY EMPLOYEE
PARKING IMPROVEMENTS
CITY OF DESTIN, FLORIDA**

DATE					
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REVISIONS	DESCRIPTION

DATE:	MAY 2024
PROJECT NO:	N/A
FILE NO.:	00-02-22
SCALE:	1" = 20'

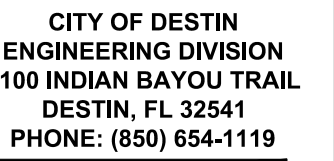
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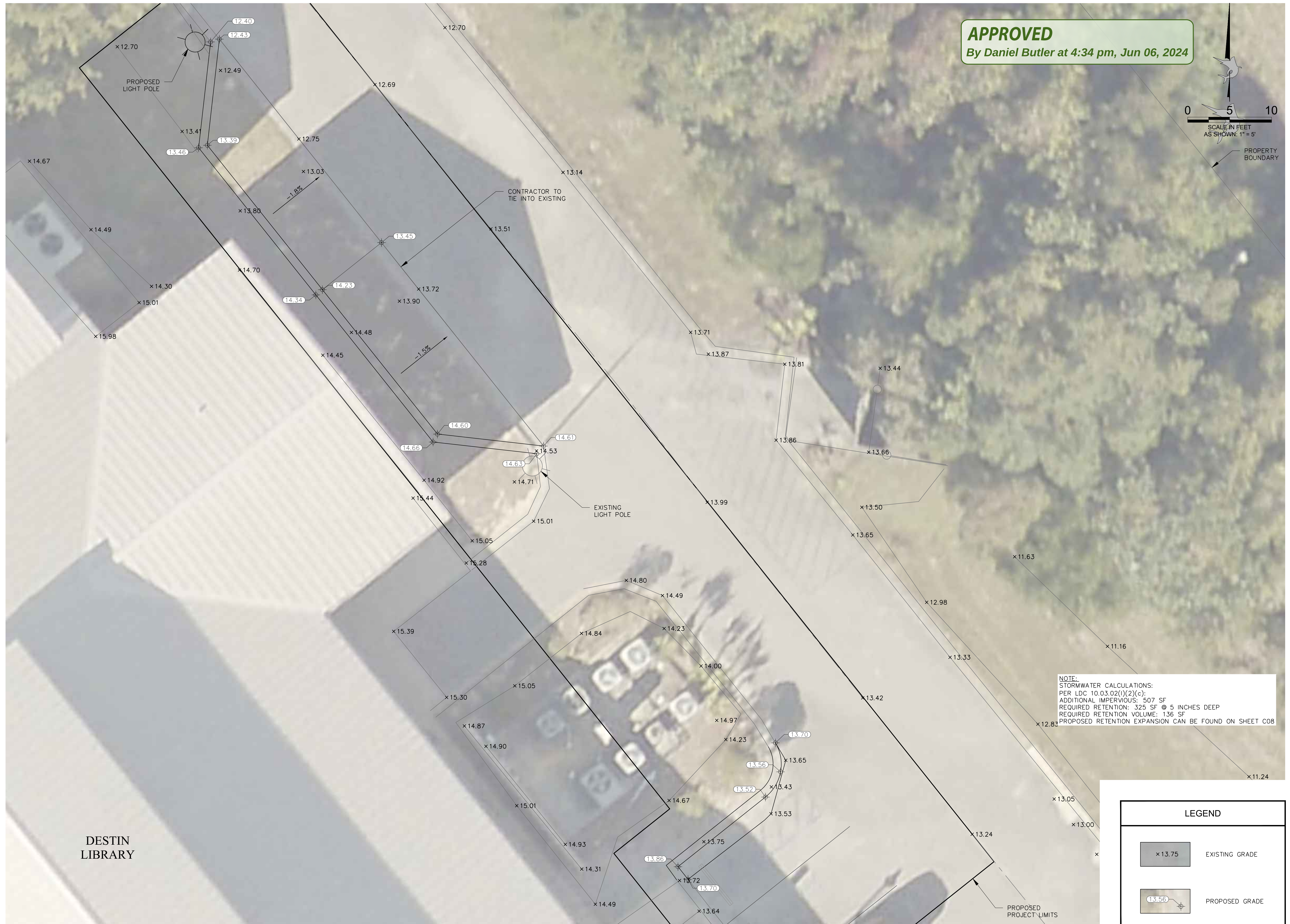
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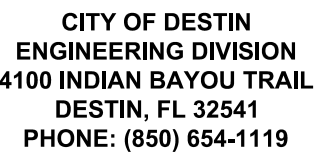
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By Daniel Butler at 4:34 pm, Jun 06, 2024



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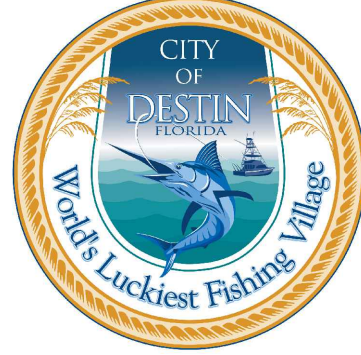
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**TYPICAL
 SECTIONS &
 DETAILS**
 SHEET NUMBER

C08



CITY OF DESTIN
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FILE NO.: 00-02-22
SCALE: 1"=10'

SHEET TITLE

SPECIFICATIONS

SHEET NUMBER

C09

1 CLEARING AND GRUBBING:

ALL SITE CLEARING AND GRUBBING SHALL BE IN ACCORDANCE WITH SECTION 110 OF THE "FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" UNLESS MODIFIED HEREIN. THIS WORK SHALL BE PERFORMED IN THE FOLLOWING AREAS:

- ALL STREET RIGHTS-OF-WAY.
- ALL AREAS WHERE EXCAVATION OR EMBANKMENT ARE TO TAKE PLACE.
- DETENTION AREAS.

IN ADDITION, CERTAIN OTHER AREAS WHERE UNDERGROUND UTILITIES ARE TO BE INSTALLED ARE TO BE CLEARED AND GRUBBED TO THE EXTENT NECESSARY TO PROPERLY INSTALL THE UTILITIES. SUCH WORK SHALL BE INCIDENTAL TO THE CONTRACT UNIT PRICE FOR THE UTILITY TO BE INSTALLED.

1.1 SCOPE:

- SITE CLEARING WORK INCLUDES, BUT IS NOT LIMITED TO:
- REMOVAL OF TREES AND OTHER VEGETATION.
 - TOPSOIL STRIPPING.
 - CLEARING AND GRUBBING.
 - REMOVING ABOVE GRADE IMPROVEMENTS.
 - REMOVING BELOW GRADE IMPROVEMENTS.

1.2 JOB CONDITIONS:

TRAFFIC: CONDUCT SITE CLEARING OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM THE OWNERS AND/OR LOCAL APPROVING AUTHORITY.

CLEARING AND PROTECTION IN CONSTRUCTION AREAS: PRESERVE TREES 6 INCHES OR LARGER MEASURED BREAST HEIGHT (6"DBH) WHERE POSSIBLE WITHIN CONSTRUCTION AREA.

PROTECTION OF EXISTING IMPROVEMENTS: PROVIDE PROTECTION NECESSARY TO PREVENT DAMAGE TO EXISTING IMPROVEMENTS INDICATED TO REMAIN IN PLACE.

PROTECT IMPROVEMENTS ON ADJOINING PROPERTIES AND ON PROJECT SITE.

RESTORE DAMAGED IMPROVEMENTS TO ORIGINAL CONDITION AS ACCEPTABLE TO THE OWNER.

1.3 LIMITATIONS:

CLEARING WILL BE LIMITED TO THE EXTENT NECESSARY TO ALLOW FOR CONSTRUCTION OF THE PROPOSED IMPROVEMENTS AS A RESULT OF:

- NEED FOR ACCESS TO THE PROJECT SITE FOR CONSTRUCTION EQUIPMENT.
- ESSENTIAL GRADE CHANGES.
- SURFACE WATER DRAINAGE AND UTILITY INSTALLATION.
- LOCATION OF DRIVEWAYS, BUILDINGS, AND REQUIRED PARKING.

1.4 CLEARING AND GRUBBING:

REMOVE TREES, SHRUBS, GRASS, OTHER VEGETATION, IMPROVEMENTS, OR OBSTRUCTIONS INTERFERING WITH THE INSTALLATION OF NEW CONSTRUCTION. REMOVAL INCLUDES DIGGING OUT STUMPS AND ROOTS. DO NOT REMOVE ITEMS ELSEWHERE ON SITE OR PREMISES UNLESS SPECIFICALLY INDICATED. DISPOSAL OF TREES, LIMBS, STUMPS, AND DEBRIS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

STRIP TOPSOIL TO WHATEVER DEPTHS ENCOUNTERED TO PREVENT INTERMINGLING WITH UNDERLYING SUBSOIL OR OTHER OBJECTIONABLE MATERIAL. CUT HEAVY GROWTHS OF GRASS FROM AREAS BEFORE STRIPPING.

STOCKPILE TOPSOIL IN STORAGE PILES IN AREAS SHOWN OR WHERE DIRECTED BY THE OWNER. CONSTRUCT STORAGE PILES TO FREELY DRAIN SURFACE WATER. COVER STORAGE PILES IF REQUIRED TO PREVENT WINDBLOWN DUST.

DISPOSE OF UNSUITABLE OR EXCESS TOPSOIL SAME AS SPECIFIED FOR WASTE MATERIAL.

1.5 FILLING:

FILL DEPRESSIONS CAUSED BY CLEARING AND GRUBBING OPERATIONS WITH SATISFACTORY SOIL MATERIAL, UNLESS FURTHER EXCAVATION OR EARTHWORK IS INDICATED.

PLACE FILL MATERIAL IN HORIZONTAL LAYERS NOT EXCEEDING 6" LOOSE DEPTH, AND THOROUGHLY COMPACT TO DENSITY EQUAL TO ADJACENT GROUND, UNLESS OTHERWISE SHOWN ON THE PLANS.

1.6 REMOVAL OF IMPROVEMENTS:

REMOVE EXISTING ABOVE AND BELOW GRADE IMPROVEMENTS AND ABANDONED UNDERGROUND PIPING OR CONDUIT NECESSARY TO PERMIT CONSTRUCTION AND OTHER WORK.

1.7 DISPOSAL OF WASTE MATERIALS:

NO BURNING OF ANY MATERIAL, DEBRIS, OR TRASH WILL BE ALLOWED.

REMOVE WASTE MATERIALS FROM PROJECT SITE ON A DAILY BASIS, AND DISPOSE OF OFF-SITE IN AN APPROVED AREA.

2 SPECIFICATION: EXCAVATION, EMBANKMENT AND SUBGRADE

2.1 EXCAVATION, EMBANKMENT AND SUBGRADE:

SECTION 120 OF THE FLORIDA D.O.T. SPECIFICATION. ALL SUBGRADE FILL MATERIAL, AND THE TOP 12 INCHES IN CUT AREA, SHALL BE COMPACTED TO 100 PERCENT OF MAXIMUM DENSITY AS DETERMINED TO AASHTO T-99. THE SUBGRADE COMPACTION (STABILIZATION) SHALL CONFORM TO SECTION 160 OF THE FLORIDA D.O.T. SPECIFICATIONS. IN MOST CASES THIS WILL CONSIST OF COMPACTING EXISTING CLEANEED SOIL. HOWEVER, IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT THE FINISHED ROADBED SECTION MEETS BEARING VALUE REQUIREMENTS, REGARDLESS OF THE QUANTITY OF STABILIZING MATERIALS TO BE ADDED. ONE FIELD DENSITY TEST SHALL BE TAKEN FOR EACH 5,000 SQUARE FEET OR FRACTION THEREOF.

WHERE REQUIRED SUBGRADE DENSITY CANNOT BE OBTAINED, UNSUITABLE MATERIAL SHALL BE REMOVED SO THAT THE ROAD BASE WILL BE CONSTRUCTED ON A MINIMUM OF 3 FEET OF SUITABLE, PROPERLY COMPACTED MATERIAL. THIS WORK SHALL BE INCLUDED IN THE CONTRACT LUMP SUM PRICE FOR EARTH EXCAVATION.

2.2 SOIL CEMENT BASE:

THE DETAILED SPECIFICATIONS OF THE SOIL CEMENT BASE COURSE ARE TO BE DETERMINED BY AN INDEPENDENT TESTING LABORATORY AFTER TESTING OF THE MATERIAL. THE CONTRACTOR PROPOSES TO USE MOISTURE AND CEMENT CONTENT WILL BE SPECIFIED BY THE LABORATORY. HOWEVER, AS A GUIDE FOR BID PURPOSES, ESTIMATE 12% CEMENT BY WEIGHT AND INCLUDE A PRICE REDUCTION SCHEDULE IF TESTS SHOW LESS CEMENT IS REQUIRED; THE SOIL CEMENT MIX WILL BE AT OPTIMUM MOISTURE CONTENT, I.E., NEITHER MUSHY NOR DRY, BUT CONTAINING SUFFICIENT MOISTURE TO MAKE A FIRM CASE WHEN SQUEEZED IN THE HAND. WATER SHOULD NOT APPEAR ON THE HAND WHEN SO SQUEEZED. THIS REQUIRES 5 TO 6 GALLONS PER SQUARE YARD BUT ACTUAL QUANTITY OF WATER TO BE ADDED WILL DEPEND ON LATENT MOISTURE IN THE BASE MATERIAL. FROM A PRACTICAL STANDPOINT, THE HIGHEST MOISTURE CONTENT SHOULD BE MAINTAINED THAT PERMITS PACKING AND FINISHING WITHOUT SURFACE CHECKING, SHOWING OR RUTTING DURING COMPACTION AND FINISHING OPERATIONS.

THE FRESHLY COMPACTED AND FINISHED SOIL-CEMENT MIX MUST BE ADEQUATELY CURED. AN APPLICATION OF BITUMINOUS MATERIAL SUCH AS RC-2, MC-3, RT-5 OR ASPHALTIC EMULSION AT A RATE OF 0.15 TO 0.20 GAL PER SQUARE YARD IS PREFERRED AS THE CURING MEDIUM. WATERPROOF PAPER OR MOIST HAY IS ACCEPTABLE IF PROPERLY MAINTAINED.

2.3 SAND-CLAY BASE COURSE:

THE FOLLOWING TESTS SHALL BE PERFORMED PRIOR TO PLACING THE MATERIAL ON THE ROADBED:

COMPOSITION AND GRADATION [PERCENT OF MATERIAL PASSING THE 10-MESH SIEVE]

- CLAY (MATERIAL SMALLER THAN 0.005MM) [8 TO 21]
- SILT (MATERIAL FROM 0.005 TO 0.005MM) [0 TO 10]
- COMBINED CLAY AND SILT [8 TO 25]
- LIMEROCK BEARING RATION VALUE (LBR) [OF AT LEAST 75]
- LIQUID LIMIT [NOT GREATER THAN 25]
- PLASTICITY INDEX [NOT GREATER THAN 6]

THE RESULTS OF THESE TESTS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. THE BASE COURSE SHALL BE COMPACTED TO NOT LESS THAN 98 PERCENT OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. ONE DENSITY TEST SHALL BE TAKEN FOR EACH 5000 SQUARE FEET OR FACTION THEREOF.

NOTE: SAND CLAY BASE MATERIAL SHALL NOT BE USED IN AREAS WHERE THE SEASONAL HIGH GROUNDWATER TABLE IS WITHIN TWO (2) FEET OF THE BOTTOM OF THE BASE MATERIAL.

2.4 LIMEROCK BASE COURSE:

SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 200 OF THE FLORIDA D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. THE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTION 911 OF THE SPECIFICATIONS. TESTS NECESSARY TO DETERMINE COMPLIANCE WITH SECTION 911 SHALL BE PERFORMED PRIOR TO PLACING THE MATERIAL ON THE SUBGRADE. THESE TESTS INCLUDE:

TEST [REQUIREMENT]

- LIQUID LIMIT [LESS THAN 35]
- PLASTIC INDEX [NON-PLASTIC]
- GRADATION [97% PASSING 3.5 INCH SIEVE]
- LIMEROCK BEARING RATIO [NOT LESS THAN 100]

THE RESULTS OF THESE TESTS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. AFTER APPROVAL OF THE MATERIAL, THE LIMEROCK BASE COURSE SHALL BE PLACED IN ACCORDANCE WITH SECTION 200. THE BASE COURSE SHALL BE COMPACTED TO NOT LESS THAN 98 PERCENT OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. A MINIMUM OF THREE DENSITY TESTS SHALL BE MADE ON EACH DAYS COMPACTION OPERATIONS. MORE FREQUENT TESTS SHALL BE MADE AS DEEMED NECESSARY BY THE ENGINEER. THE BASE SHALL BE INSTALLED TO A COMPACTED THICKNESS AS SHOWN ON THE PLANS, PLUS OR MINUS ONE HALF INCH. DEVIATIONS FROM THIS SPECIFICATION SHALL BE CORRECTED AS INDICATED IN THE STATE SPECIFICATIONS.

2.5 GRADED AGGREGATE BASE COURSE:

SHALL COMPLY WITH THE REQUIREMENTS OF SECTION 204 OF THE FLORIDA D.O.T. SPECIFICATIONS. TESTS NECESSARY TO DETERMINE COMPLIANCE WITH SECTION 204 SHALL BE PERFORMED PRIOR TO PLACING THE MATERIAL. THESE TESTS INCLUDE:

- SOUNDNESS LOSS, SODIUM, SULFATE: AASHTO T-104.
- PERCENT WEAR: AASHTO T-96 (GRADING A).
- SIEVE ANALYSIS.
- LIMEROCK BEARING RATIO VALUE.

THE RESULTS OF THESE TESTS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. AFTER THE APPROVAL OF THE MATERIAL, THE GRADED AGGREGATE BASE COURSE SHALL BE PLACED IN ACCORDANCE WITH SECTION 204. THE BASE COURSE SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 100 PERCENT OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. AT LEAST THREE DENSITY TESTS SHALL BE MADE ON EACH DAY'S FINAL COMPACTION OPERATION OF EACH COURSE, AND THE DENSITY DETERMINATIONS SHALL BE MADE AT MORE FREQUENT INTERVALS IF DEEMED NECESSARY BY THE ENGINEER.

2.6 ASPHALT BASE COURSE:

SHALL COMPLY WITH THE REQUIREMENTS OF SECTIONS 280, 330, 331 AND 916 OF THE FLORIDA D.O.T. SPECIFICATIONS. THE DESIGN MIX FOR ASPHALTIC BASE COURSE TYPE 3 SHALL CONFORM TO THE REQUIREMENTS IN TABLES 331-1 AND 331-2. THE MINIMUM MARSHALL STABILITY SHALL BE 1,000 LBS./SQ. IN. AS INDICATED IN TABLE 331-2. PERCENT BITUMEN BY WEIGHT OF TOTAL MIX: 5.0 (MINIMUM). TWO COPIES EACH OF THE ACTUAL DESIGN MIX SHALL BE SUBMITTED TO THE ENGINEER FOR WRITTEN APPROVAL OF THE ASPHALT BASE COURSE. DESIGN MIX MUST BE OBTAINED FROM THE ENGINEER PRIOR TO COMMENCING BASE COURSE CONSTRUCTION. ONCE THE DESIGN MIX HAS BEEN APPROVED BY THE ENGINEER, SIEVE ANALYSIS TOLERANCES INDICATED IN TABLE 331-5 ARE ALLOWABLE DURING CONSTRUCTION. IF SIEVE ANALYSIS VALUES FALL OUTSIDE THESE TOLERANCES, DESIGN MIX MUST BE RESUBMITTED FOR ACCEPTANCE. AFTER THE APPROVAL OF THE MIX DESIGN, THE ASPHALT BASE COURSE SHALL BE PLACED IN ACCORDANCE WITH SECTION 280 AND COMPACTED IN ACCORDANCE WITH SECTION 330-10.

NOTE: STORMWATER DRAINAGE SHALL BE CONTROLLED DURING ALL PHASES OF CONSTRUCTION.

3 SPECIFICATION: ASPHALT CONCRETE PAVING

3.1 SCOPE:

THIS SECTION INCLUDES MATERIALS AND WORK REQUIRED FOR INSTALLATION OF FLEXIBLE ASPHALTIC CONCRETE PAVEMENT FOR PARKING AND DRIVE AREAS SHOWN ON THE PLANS.

3.2 APPLICABLE PUBLICATIONS:

THE PUBLICATIONS LISTED BELOW FORM A PART OF THIS SPECIFICATION TO THE EXTENT REFERENCED. THE PUBLICATIONS SHALL BE THE MOST CURRENT ISSUE AND ARE REFERRED TO IN THE TEXT BY THE BASIC DESIGNATION ONLY. THE FOLLOWING ARE MINIMUM REQUIREMENTS AND SHALL GOVERN EXCEPT THAT ALL LOCAL, STATE, AND/OR FEDERAL CODES AND ORDINANCES SHALL GOVERN WHEN THEIR REQUIREMENTS ARE IN EXCESS HEREOF. ALL ASPHALT CONSTRUCTION SHALL BE IN ACCORDANCE WITH APPLICABLE SECTIONS OF THE "FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" UNLESS MODIFIED HEREIN.

FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

- SECTION 901 COURSE AGGREGATE
- SECTION 902 FINE AGGREGATE
- SECTION 916 BITUMINOUS MATERIALS
- SECTION 917 MINERAL FILLER
- SECTION 300 BITUMINOUS TREATMENTS, SURFACE COURSES AND CONCRETE PAVEMENT
- SECTION 331 TYPE S ASPHALT CONCRETE

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) PUBLICATIONS:

- D 1557 MOISTURE-DENSITY RELATIONS OF SOILS AND SOIL-AGGREGATE MIXTURES USING 10 LB (4.54 KG) RAMMER AND 18-IN. (457MM) DROP
- D 1557 MARSHALL STABILITY MIX DESIGN

3.3 SUBMITTALS:

ASPHALT DESIGN MIX: BEFORE ANY ASPHALT SURFACE IS CONSTRUCTED, SUBMIT TWO COPIES OF EACH OF THE ACTUAL DESIGN MIX TO THE ENGINEER AND OWNER.

WRITTEN APPROVAL OF THE ASPHALTIC CONCRETE DESIGN MIX MUST BE OBTAINED FROM THE ENGINEER AND OWNER PRIOR TO COMMENCING ASPHALT PAVEMENT CONSTRUCTION.

MATERIAL CERTIFICATES: FURNISH COPIES OF MATERIALS CERTIFICATES SIGNED BY MATERIAL PRODUCER AND CONTRACTOR, CERTIFYING THAT EACH MATERIAL ITEM COMPLIES WITH, OR EXCEEDS SPECIFIED REQUIREMENTS.

ASPHALT EXTRACTION TESTS.

AGGREGATE GRADATION TESTS.

MARSHALL STABILITY TESTS.

3.4 JOB CONDITIONS:

WEATHER LIMITATIONS: APPLY PRIME AND TACK COATS WHEN AMBIENT TEMPERATURE IS ABOVE 40 DEGREES, AND WHEN TEMPERATURE HAS NOT BEEN BELOW 35 DEGREES FOR 12 HOURS PRIOR TO APPLICATION. DO NOT APPLY WHEN BASE IS WET OR CONTAINS EXCESS MOISTURE.

3.5 MATERIALS:

MINERAL FILLER: ROCK DUST, HYDRAULIC CEMENT, OR OTHER INERT MATERIAL COMPLYING WITH SECTION 917 OF THE FLORIDA D.O.T. SPECIFICATION.

ASPHALT CEMENT: THE BITUMINOUS MATERIAL SHALL BE AC-20, VISCOSITY GRADE AND COMPLY WITH SECTION 916 OF THE FLORIDA SPECIFICATION.

COURSE AGGREGATE: COMPLY WITH SECTION 901 OF THE FLORIDA D.O.T. SPECIFICATION.

FINE AGGREGATE: COMPLY WITH SECTION 902 OF THE FLORIDA D.O.T. SPECIFICATION.

PRIME COAT AND TACK COAT: THE BITUMINOUS MATERIAL FOR THE PRIME COAT SHALL BE MC-70. THE BITUMINOUS MATERIAL FOR THE TACK COAT SHALL BE AC-20, OR EMULSIFIED ASPHALT, GRADE RS-2 AND COMPLY WITH THE REQUIREMENTS IN SECTION 300 AND 916 OF THE FLORIDA D.O.T. SPECIFICATIONS.

ASPHALTIC CONCRETE DESIGN MIXES: ASPHALT SHALL CONFORM TO THE REQUIREMENTS FOR TYPE S ASPHALT AS INDICATED IN SECTION 331 OF THE FLORIDA D.O.T. SPECIFICATIONS.

MIX SHALL BE WITHIN SIEVE ANALYSIS AND BITUMEN RANGE GIVEN IN SECTION 331 OF THE FLORIDA D.O.T. SPECIFICATIONS.

MINIMUM MARSHALL STABILITY SHALL BE IN 1,500 LBS./SQ. IN. AS INDICATED IN TABLE 331-2 OF THE FLORIDA D.O.T. SPECIFICATIONS.

PERCENT BITUMEN BY WEIGHT OF TOTAL WEIGHT MIX: 5.0 - 8.5.

ONCE DESIGN MIX HAS BEEN ACCEPTED BY ENGINEER AND OWNER, SIEVE ANALYSIS TOLERANCES INDICATED IN TABLE 331-5 ARE ALLOWABLE DURING CONSTRUCTION. IF SIEVE ANALYSIS VALUES FALL OUTSIDE THESE TOLERANCES, DESIGN MIX MUST BE RESUBMITTED FOR ACCEPTANCE.

PROVIDE ASPHALT-AGGREGATE MIXTURE AS RECOMMENDED BY LOCAL OR STATE PAVING AUTHORITIES TO SUIT PROJECT CONDITIONS. USE LOCALLY AVAILABLE MATERIALS AND GRADUATIONS WHICH MEET FLORIDA D.O.T. SPECIFICATIONS AND EXHIBIT SATISFACTORY RECORD ON PREVIOUS INSTALLATIONS.

3.6 BASE COURSE PREPARATION:

PRIOR TO CONSTRUCTION OF THE BASE COURSE, THE TOP 12 INCHES OF SUBGRADE SHALL BE COMPACTED TO A MINIMUM SOIL DENSITY OF 98% OF THE MODIFIED PROCTOR TEST DENSITY (ASTM 1557). THE SUBGRADE SHALL BE STERILIZED BY A BORATE OR CHLORATE STERILANT CONTAINING NOT LESS THAN 25% SODIUM CHLORATE AND SHALL BE MIXED THOROUGHLY WITH WATER AT THE RATE OF 1-1/2 LBS. OF STERILANT PER GALLON OF WATER. THE STERILANT SHALL BE APPLIED EVENLY AT THE RATE OF 0.2 GALLONS PER SQUARE YARD TO SUBGRADES THAT ARE LESS THAN 12" BELOW ORIGINAL GRADES. IF PREPARED BASE COURSE WILL NOT BE IMMEDIATELY COVERED WITH ASPHALT ON THE SAME DAY AND WIND-BLOWN SEEDS WILL CONTAMINATE THE BASE COURSE SURFACE, THE STERILANTS SHALL BE APPLIED TO THE BASE COURSE CONTAMINATE THE BASE COURSE.

REMOVE LOOSE MATERIAL FROM COMPACTED BASE MATERIAL SURFACE IMMEDIATELY BEFORE APPLYING PRIME COAT.

PROOF ROLL PREPARED BASE MATERIAL SURFACE TO ENSURE UNSTABLE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.

PRIME COAT:

- APPLY BITUMINOUS PRIME COAT TO BASE MATERIAL SURFACES WHERE ASPHALTIC CONCRETE PAVING WILL BE CONSTRUCTED.
- APPLY BITUMINOUS PRIME COAT IN ACCORDANCE WITH SECTION 300 OF FLORIDA D.O.T. SPECIFICATIONS.
- APPLY AT MINIMUM RATE OF NOT LESS THAN 0.15 GAL./SQ. YD. OVER COMPACTED BASE MATERIAL. APPLY MATERIAL TO PENETRATE AND SEAL, BUT

- NOT FLOOD, SURFACE.
- CURE AND DRY AS LONG AS NECESSARY TO ATTAIN PENETRATION AND EVAPORATION OF VOLATILE.

TACK COAT:

- TACK COAT SHALL BE APPLIED IN ACCORDANCE WITH SECTION 300 OF FLORIDA D.O.T. SPECIFICATIONS. APPLY TO CONTACT SURFACES OF PREVIOUSLY CONSTRUCTED ASPHALT OR PORTLAND CEMENT AND CONCRETE AND SURFACES ABUTTING OR PROJECTING INTO ASPHALT CONCRETE PAVEMENT.
- APPLY TACK COAT TO FULL DEPTH OF ASPHALT BASE COURSE AND SAND ASPHALT BASE COURSE. APPLY EMULSIFIED ASPHALT TACK COAT BETWEEN EACH LIFT OR LATER OF FULL DEPTH ASPHALT AND SAND ASPHALT BASES AND ON SURFACE OF SUCH BASES WHERE ASPHALTIC CONCRETE PAVING WILL BE CONSTRUCTED.
- DISBURSE AT THE RATE OF 0.08 GA./SQ. YD. OF SURFACE.
- ALLOW TO DRY UNTIL AT PROPER CONDITION TO RECEIVE PAVING.

3.7 PLACING ASPHALT MIX:

PLACE ASPHALT CONCRETE MIXTURE ON PREPARED SURFACE, SPREAD, AND STRIKE OFF. SPREAD MIXTURE AT THE FOLLOWING MINIMUM TEMPERATURES:

- WHEN AMBIENT TEMPERATURE IS BETWEEN 40 DEGREES F AND 50 DEGREES F: 285 DEGREES F.
- WHEN AMBIENT TEMPERATURE IS BETWEEN 50 DEGREES F AND 60 DEGREES F: 280 DEGREES F.
- WHEN AMBIENT TEMPERATURE IS HIGHER THAN 60 DEGREES F: 275 DEGREES F.

PLACE INACCESSIBLE AND SMALL AREAS BY HAND. PLACE EACH COURSE TO REQUIRED GRADE, CROSS-SECTION, AND COMPACTED THICKNESS.

3.6 BASE COURSE PREPARATION:

PAVER PLACING:

- PLACE IN STRIPS NOT LESS THAN 10'-0" WIDE, UNLESS OTHERWISE ACCEPTABLE TO THE CONTRACTING OFFICER.
- AFTER FIRST STRIP HAS BEEN PLACED AND ROLLED, PLACE SUCCEEDING STRIPS AND EXTEND ROLLING TO OVERLAP PREVIOUS STRIPS.

JOINTS:

- CONSTRUCT JOINTS BETWEEN OLD AND NEW PAVEMENTS AS DETAILED IN THE PLANS.
- JOINTS BETWEEN SUCCESSIVE DAYS WORK SHALL BE CONSTRUCTED TO ENSURE CONTINUOUS BOND BETWEEN ADJOINING WORK.
- CONSTRUCT JOINTS TO HAVE SAME TEXTURE, DENSITY, AND SMOOTHNESS AS OTHER SECTIONS OF ASPHALT CONCRETE COURSE.
- CLEAN CONTACT SURFACES AND APPLY TACK COAT.

3.8 COMPACTION:

EACH LIFT OF ASPHALT SHALL BE COMPACTED TO A MINIMUM OF 98% OF THE MARSHALL TEST ASTM D1559. BEGIN ROLLING WHEN MIXTURE WILL BEAR ROLLER WEIGHT WITHOUT EXCESSIVE DISPLACEMENT. COMPACT MIXTURE WITH HOT HAND TAMPERS OR VIBRATING PLATE COMPACTORS IN AREAS INACCESSIBLE TO ROLLERS.

BREAKDOWN ROLLING:

- ACCOMPLISH BREAKDOWN OR INITIAL ROLLING IMMEDIATELY FOLLOWING ROLLING OF JOINTS AND OUTSIDE EDGE.
- CHECK SURFACE AFTER BREAKDOWN ROLLING, AND REPAIR DISPLACED AREAS BY LOOSENING AND FILLING, IF REQUIRED, WITH HOT MATERIAL.
- SECOND ROLLING:
- FOLLOW BREAKDOWN ROLLING AS SOON AS POSSIBLE, WHILE MIXTURE IS HOT.
- CONTINUE SECOND ROLLING UNTIL MIXTURE HAS BEEN THOROUGHLY COMPACTED.

FINISH ROLLING:

- PERFORM FINISH ROLLING WHILE MIXTURE IS STILL WARM ENOUGH FOR REMOVAL OF ROLLER MARKS.
- CONTINUE ROLLING UNTIL ROLLER MARKS ARE ELIMINATED AND COURSE HAS ATTAINED MAXIMUM DENSITY.

PATCHING:

- REMOVE AND REPLACE PAVING AREAS MIXED WITH FOREIGN MATERIALS AND DEFECTIVE AREAS.
- CUT OUT SUCH AREAS AND FILL WITH FRESH, HOT ASPHALT CONCRETE.
- COMPACT BY ROLLING TO MAXIMUM SURFACE DENSITY AND SMOOTHNESS.

PROTECTION:

- AFTER FINAL ROLLING, DO NOT PERMIT VEHICULAR TRAFFIC ON PAVEMENT UNTIL IT HAS COOLED AND HARDENED.
- ERECT BARRICADES TO PROTECT PAVING FROM TRAFFIC UNTIL MIXTURE HAS

COOLED ENOUGH NOT TO BECOME MARKED.

3.9 FIELD QUALITY CONTROL:

AN INDEPENDENT TESTING LABORATORY, SELECTED AND PAID BY THE CONTRACTOR SHALL BE RETAINED TO PERFORM CONSTRUCTION TESTING OF IN-PLACE ASPHALT COURSES FOR ASPHALT EXTRACTION, AGGREGATE GRADATION, MARSHALL STABILITY, THICKNESS AND SURFACE SMOOTHNESS.

THICKNESS: IN-PLACE COMPACTED THICKNESS SHALL NOT BE LESS THAN THICKNESS SPECIFIED ON THE DRAWINGS.

SURFACE SMOOTHNESS: TESTING SHALL BE PERFORMED ON THE FINISHED SURFACE OF EACH ASPHALT CONCRETE COURSE FOR SMOOTHNESS, USING 10'-0" STRAIGHTEDGE APPLIED PARALLEL WITH, AND AT RIGHT ANGLES TO CENTERLINE OF PAVED AREA. THE VARIATION OF THE SURFACE FROM THE EDGE OF THE STRAIGHT EDGE BETWEEN ANY TWO CONTACT POINTS SHALL NOT EXCEED 1/4". CHECK SURFACE AREAS AT INTERVALS NECESSARY TO ELIMINATE PONDING AREAS. REPAIR OR REMOVE AND REPLACE UNACCEPTABLE PAVING AS DIRECTED BY THE CONTRACTING OFFICER.

ASPHALT CONTENT, AGGREGATE GRADATION, AND MARSHALL STABILITY SHALL BE AS SPECIFIED IN SECTION 331 OF THE FLORIDA D.O.T. SPECIFICATIONS.

4 SPECIFICATION: PORTLAND CEMENT CONCRETE PAVING

4.1 SCOPE:

THIS SECTION INCLUDES SIDEWALKS, CURBS, AND MISCELLANEOUS CONCRETE PAVEMENT.

4.2 APPLICABLE PUBLICATIONS:

THE PUBLICATIONS LISTED BELOW FORM A PART OF THIS SPECIFICATION TO THE EXTENT REFERENCED. THE PUBLICATIONS SHALL BE THE MOST CURRENT ISSUE AND ARE REFERRED TO IN THE TEXT BY THE BASIC DESIGNATION ONLY. THE FOLLOWING ARE MINIMUM REQUIREMENTS AND SHALL GOVERN EXCEPT THAT ALL LOCAL, STATE, AND/OR FEDERAL CODES AND ORDINANCES SHALL GOVERN WHEN THEIR REQUIREMENTS ARE IN EXCESS HEREOF. ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH APPLICABLE SECTIONS OF THE "FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" UNLESS MODIFIED HEREIN.

FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

- SECTION 345 PORTLAND CEMENT CONCRETE
- SECTION 350 CEMENT CONCRETE PAVEMENT
- SECTION 520 CONCRETE GUTTER, CURB ELEMENTS AND TRAFFIC SEPARATOR
- SECTION 931 METAL ACCESSORY MATERIALS FOR CONCRETE PAVEMENT AND CONCRETE STRUCTURES

- SECTION 931 METAL ACCESSORY MATERIALS FOR CONCRETE PAVEMENT AND CONCRETE STRUCTURES
- SECTION 931 METAL ACCESSORY MATERIALS (ASTM) PUBLICATIONS:
- A 615 DEFORMED AND PLAIN BILLET STEEL BARS FOR CONCRETE REINFORCEMENT
- D 1557 MOISTURE-DENSITY RELATIONS OF SOILS AND SOIL-AGGREGATE MIXTURES USING 10-LB. (4.54 KG) RAMMER AND 18-IN. (457MM) DROP
- D 1751 PREFORMED EXPANSION JOINT FILLER FOR CONCRETE PAVING AND STRUCTURAL CONSTRUCTION. (NONEXTRUDING AND RESILIENT BITUMINOUS TYPES)

4.3 SUBMITTALS:

MATERIAL CERTIFICATIONS: FURNISH COPIES OF MATERIALS CERTIFICATES SIGNED BY MATERIAL PRODUCER AND CONTRACTOR, CERTIFYING THAT EACH MATERIAL ITEM COMPLIES WITH, OR EXCEEDS, SPECIFIED REQUIREMENTS.

4.4 MATERIALS:

FORMS:

- STEEL, WOOD, OR OTHER SUITABLE MATERIAL OF SIZE AND STRENGTH TO RETAIN HORIZONTAL AND VERTICAL ALIGNMENT UNTIL REMOVAL OF STRAIGHT FORMS, FREE OF DISTORTION AND DEFECTS.
- USE FLEXIBLE SPRING STEEL FORMS OR LAMINATED BOARDS TO FORM RADIIUS BENDS AS REQUIRED.

FORM RELEASE AGENT:

- COAT FORMS WITH NONSTAINING TYPE COATING THAT WILL NOT DISCOLOR OR DEFACE SURFACE OF CONCRETE.

WELDED WIRE MESH:

- WELDED PLAIN COLD-DRAWN STEEL WIRE FABRIC. FURNISH IN FLAT SHEETS, NOT ROLLS, UNLESS OTHERWISE ACCEPTABLE TO CONTRACTING OFFICER. WELDED WIRE

MESH SHALL BE FREE FROM RUST, DIRT, FOREIGN MATTER AND SHALL NOT BE STORED DIRECTLY ON THE GROUND. WIRE FABRIC SHALL COMPLY WITH SECTIONS 931 OF THE FLORIDA D.O.T. SPECIFICATIONS.

REINFORCING BARS:

- DEFORMED STEEL BARS, ASTM A 615, GRADE 40. REINFORCING BARS SHALL BE FREE FROM RUST, DIRT, FOREIGN MATTER AND SHALL NOT BE STORED DIRECTLY ON THE GROUND. DEFORMED STEEL BARS SHALL COMPLY WITH SECTION 931 OF THE FLORIDA D.O.T. SPECIFICATIONS.

CONCRETE MATERIALS:

- COMPLY WITH REQUIREMENTS OF SECTIONS 345 AND 350 OF THE FLORIDA D.O.T. SPECIFICATIONS FOR CONCRETE MATERIALS, ADMIXTURE, BONDING MATERIALS, CURING MATERIALS, AND OTHERS AS REQUIRED.

JOINT FILLERS:</

INCLINED SLAB SURFACES:

PROVIDE COARSE, NON-SIP FINISH BY SCORING SURFACE WITH STIFF-BRISTLED BRUSH PERPENDICULAR TO LINE OF TRAFFIC.

PAVING:

BURLAP FINISH BY DRAGGING SEAMLESS STRIP OF DAMP BURLAP ACROSS CONCRETE PERPENDICULAR TO LINE OF TRAFFIC. REPEAT OPERATION TO PROVIDE GRITTY TEXTURE.

DO NOT REMOVE FORMS FOR 24 HOURS AFTER CONCRETE HAS BEEN PLACED. AFTER FORM REMOVAL, CLEAN ENDS OF JOINTS AND POINT UP ANY MINOR HONEYCOMBED AREAS. REMOVE AND REPLACE AREAS OR SECTION WITH MAJOR DEFECTS, AS DIRECTED.

PROTECT AND CURE FINISHED CONCRETE PAVING IN ACCORDANCE WITH "FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" SECTION 350-1.3.

4.10 CLEANING AND ADJUSTING:

REPAIR OR REPLACE BROKEN OR DEFECTIVE CONCRETE AS DIRECTED.

PROTECT CONCRETE FROM DAMAGE UNTIL ACCEPTANCE OF WORK. EXCLUDE TRAFFIC FROM PAVEMENT FOR AT LEAST 14 DAYS AFTER PLACEMENT. WHEN CONSTRUCTION TRAFFIC IS PERMITTED, MAINTAIN PAVEMENT AS CLEAN AS POSSIBLE BY REMOVING SURFACE STAINS AND SPILLAGE OF MATERIALS.

SWEEP CONCRETE PAVEMENT AND WASH FREE OF STAINS, DISCOLORATIONS, DIRT, AND OTHER FOREIGN MATERIAL JUST PRIOR TO FINAL INSPECTION.

5 SPECIFICATION: FENCING

THE CONTRACTOR SHALL INSTALL FENCING AS SHOWN ON THE PLANS AND IN ACCORDANCE WITH THE MANUFACTURER'S BROCHURE. THE FOLLOWING ARE MINIMUM REQUIREMENTS AND SHALL GOVERN EXCEPT THAT ALL LOCAL, STATE AND/OR FEDERAL CODES AND ORDINANCES SHALL GOVERN WHEN THEIR REQUIREMENTS ARE IN EXCESS HEREOF.

5.1 MATERIAL CERTIFICATES:

FURNISH COPIES OF MATERIALS CERTIFICATES SIGNED BY MATERIAL PRODUCER AND CONTRACTOR, CERTIFYING THAT EACH MATERIAL ITEM COMPLIES WITH, OR EXCEEDS, SPECIFIED REQUIREMENTS.

5.2 MATERIALS:

ALL MATERIALS AND EQUIPMENT INCORPORATED IN THE WORK SHALL BE NEW, CLEAN, AND FREE OF VISUAL DEFECTS UNLESS OTHERWISE SPECIFIED, AND THAT ALL WORK WILL BE OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ALL WORK NOT CONFORMING TO THESE REQUIREMENTS MAY BE CONSIDERED DEFECTIVE.

HEIGHT SHALL BE AS REQUIRED AS SHOWN ON THE CONSTRUCTION PLANS.

FABRIC SHALL BE #9 GAUGE, CHAIN LINK OPEN HEARTH STEEL WIRE, HOT-DIPPED GALVANIZED. AFTER WEAVING WITH MINIMUM COATING OF 2.0 OUNCE OF ZINC PER SQUARE FOOT OR ALUMINUM COATING WITH .40 OUNCES PER SQUARE FOOT, WOVEN IN 2" DIAMOND MESH.

LINE POST, TOP, INTERMEDIATE AND BOTTOM RAILS, SHALL BE 1-5/8" O.D. STEEL PIPE, WEIGHT 2.27 LBS. PER FOOT, HOT-DIPPED GALVANIZED. SET 36" DEEP IN CONCRETE.

TERMINAL, CORNER, GATE AND PULL POSTS SHALL BE 3" O.D. PIPE, 5.79 LBS. SET 36" DEEP IN CONCRETE.

CONCRETE FOR SETTING POSTS SHALL BE PORTLAND CEMENT COMPLYING WITH ASTM C-150, AGGREGATES COMPLYING WITH ASTM C-33, AND CLEAN WATER. MIX MATERIALS TO MEET MINIMUM CONCRETE WITH A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 2,500 PSI.

STRETCHER BAR BANDS, THE WIRES, HOG RINGS, COUPLINGS, NUTS, STRETCHER BARS, BOLTS, AND MISCELLANEOUS FASTENING DEVICES SHALL BE MANUFACTURER'S STANDARD FOR HEAVY CONSTRUCTION FENCE.

SWING GATES SHALL CONSIST OF THE FOLLOWING COMPONENTS:

2" O.D. STEEL PIPE 2.72 LBS. PER FOOT, HOT-DIPPED GALVANIZED. EACH FRAME TO BE EQUIPPED WITH 3/8" DIAMETER ADJUSTABLE TRUSS RODS.

HINGES SHALL BE HOT-DIPPED GALVANIZED PRESSED STEEL OR MALLEABLE IRON TO SUIT GATE SIZE, NON-LIFT-OFF TYPE. HINGES SHALL BE OFFSET TO PERMIT 180 DEGREE OPENING. PROVIDE ONE (1) PAIR OF HINGES PER LEAD.

LATCH SHALL BE FORKED TYPE TO PERMIT OPERATION FROM EITHER SIDE WITH PROVISIONS TO LOCK BOTH SIDES WITH PADLOCK.

5.3 ACCEPTABLE MANUFACTURERS:

CYCLONE FENCE, PAGE FENCE, AND HACKNEY CORPORATION.

6 SPECIFICATION: TRAFFIC STRIPING AND PAINTING

THE CONTRACTOR SHALL PAINT TRAFFIC STRIPING AS SHOWN ON THE PLANS. THE FOLLOWING ARE MINIMUM REQUIREMENTS AND SHALL GOVERN EXCEPT THAT ALL LOCAL, STATE AND/OR FEDERAL CODES AND ORDINANCES SHALL GOVERN WHEN THEIR REQUIREMENTS ARE IN EXCESS HEREOF. ALL TRAFFIC STRIPING AND PAINTING SHALL BE IN ACCORDANCE WITH SECTIONS 710 AND 971 OF THE "FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS".

6.1 MATERIAL CERTIFICATES:

FURNISH COPIES OF MATERIALS CERTIFICATES SIGNED BY MATERIAL PRODUCER AND CONTRACTOR, CERTIFYING THAT EACH MATERIAL ITEM COMPLIES WITH, OR EXCEEDS, SPECIFIED REQUIREMENTS.

6.2 TRAFFIC STRIPING AND PAINTING:

TRAFFIC CONTROL MARKINGS SHALL BE MARKED ON PAVEMENT AS INDICATED ON DRAWINGS.

PAINT SHALL BE IN SEALED CONTAINERS THAT PLAINLY SHOW THE DESIGNATED NAME, FORMULA OR SPECIFICATION NUMBER, BATCH NUMBER, COLOR, DATE OF MANUFACTURE, MANUFACTURER'S NAME, FORMULATION NUMBER, AND DIRECTIONS. ALL OF WHICH SHALL BE PLAINLY LEGIBLE AT THE TIME OF USE. THE PAINT SHALL BE HOMOGENEOUS, EASILY STIRRED TO SMOOTH CONSISTENCY, AND SHALL SHOW NO HARD SETTLEMENT OR OTHER OBJECTABLE CHARACTERISTICS DURING A STORAGE PERIOD OF SIX MONTHS.

ALL MACHINES, TOOLS, AND EQUIPMENT USED IN PERFORMANCE OF THE WORK SHALL BE APPROVED AND MAINTAINED IN SATISFACTORY OPERATING CONDITION. HAND-OPERATED PUSH-TYPE MACHINES OF A TYPE COMMONLY USED FOR APPLICATION OF PAINT TO PAVEMENT SURFACES SHALL BE ACCEPTABLE FOR MARKING SMALL STREET OR PARKING AREAS. APPLICATION MACHINES SHALL BE EQUIPPED WITH NECESSARY PAINT TANKS AND SPRAYING NOZZLES, AND SHALL BE CAPABLE OF APPLYING PAINT UNIFORMLY AT THE COVERAGE SPECIFIED. SANDBLASTING EQUIPMENT SHALL BE PROVIDED AS REQUIRED FOR CLEANING SURFACES TO BE PAINTED. HAND-OPERATED SPAY GUNS SHALL BE PROVIDED FOR USE IN AREAS WHERE PUSH-TYPE MACHINES CANNOT BE USED.

NEW PAVEMENT SURFACES SHALL BE ALLOWED TO CURE FOR A PERIOD OF NOT LESS THAN THIRTY DAYS BEFORE APPLICATION OF MARKING MATERIALS. ALL SURFACES TO BE MARKED SHALL BE THOROUGHLY CLEANED BEFORE APPLICATION OF THE PAINT. DUST, DIRT, AND OTHER GRANULAR SURFACE DEPOSITS SHALL BE REMOVED BY SWEEPING, BLOWING WITH METHODS AS REQUIRED, RUBBER DEPOSITS, SURFACE LANTAGE, EXISTING PAINT, MARKINGS, AND OTHER COATINGS ADHERING TO SURFACES SHALL BE COMPLETELY REMOVED WITH SCRAPERS, WIRE BRUSHES, SANDBLASTING, APPROVED CHEMICALS, OR MECHANICAL ABRASION AS DIRECTED.

PAINT SHALL BE APPLIED EVENLY TO THE PAVEMENT SURFACE TO BE COATED AT A RATE OF 105 PLUS OR MINUS 5 SQUARE FEET PER GALLON. PAINT SHALL BE APPLIED AS SHOWN ON THE DRAWINGS.

PAINT SHALL BE APPLIED TO CLEAN, DRY SURFACES, AND UNLESS OTHERWISE APPROVED, ONLY WHEN AIR AND PAVEMENT TEMPERATURES ARE ABOVE 40 DEGREES F AND LESS THAN 95 DEGREES F. PAINT TEMPERATURE SHALL BE MAINTAINED WITHIN THESE SAME LIMITS. PAINT SHALL BE APPLIED PNEUMATICALLY WITH APPROVED EQUIPMENT AT RATE OF COVERAGE SPECIFIED HEREIN. THE CONTRACTOR SHALL PROVIDE GUIDELINES AND TEMPLATES AS NECESSARY TO CONTROL PAINT APPLICATION. SPECIAL PRECAUTIONS SHALL BE TAKEN IN MARKING NUMBERS, LETTERS, AND SYMBOLS. ALL EDGES OF MARKINGS SHALL BE SHARPLY LINED. THE MAXIMUM DRYING TIME REQUIREMENTS OF THE PAINT SPECIFICATIONS WILL BE STRICTLY ENFORCED, TO PREVENT UNDUE SOFTENING BITUMEN, AND PICKUP, DISPLACEMENT, OR DISCOLORATION BY TIRES OF TRAFFIC. IF THERE IS A DEFICIENCY IN DRYING OF THE MARKINGS, PAINTING OPERATIONS SHALL BE DISCONTINUED UNTIL CAUSE OF THE SLOW DRYING IS DETERMINED AND CORRECTED.

SUITABLE WARNING SIGNS SHALL BE PLACED NEAR THE BEGINNING OF THE WORK SITE AND WELL AHEAD OF THE WORK SITE FOR ALERTING APPROACHING TRAFFIC FROM BOTH DIRECTIONS. SMALL MARKERS SHALL BE PLACED ALONG NEWLY PAINTED LINES TO CONTROL TRAFFIC AND PREVENT DAMAGE TO NEWLY PAINTED SURFACES. PAINTING EQUIPMENT SHALL BE MARKED WITH LARGE WARNING SIGNS INDICATION THAT SLOW MOVING PAINTING EQUIPMENT IS IN OPERATION.

MARKINGS WHICH MUST BE VISIBLE AT NIGHT SHALL BE REFLECTORIZED UNLESS AMBIENT ILLUMINATION ASSURES ADEQUATE VISIBILITY.

7 SPECIFICATION: WATER DISTRIBUTION SYSTEM

THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL MATERIALS FOR A POTABLE WATER DISTRIBUTION SYSTEM AS SHOWN ON THE DRAWINGS AND IN THIS SPECIFICATION. IN ADDITION, HE SHALL OBTAIN ALL PERMITS AND CONDUCT ALL TESTS REQUIRED BY LOCAL, STATE AND FEDERAL AUTHORITIES AND AS SPECIFIED ON THESE DRAWINGS.

7.1 MATERIALS:

ALL MATERIALS AND EQUIPMENT INCORPORATED IN THE WORK SHALL BE NEW, CLEAN, AND FREE OF VISUAL DEFECTS UNLESS OTHERWISE SPECIFIED, AND THAT ALL WORK WILL BE OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ALL WORK NOT CONFORMING TO THESE REQUIREMENTS MAY BE CONSIDERED DEFECTIVE.

PIPING LESS THAN 4 INCHES IN DIAMETER:

- POLYVINYL CHLORIDE (PVC) 160 PSI, SDR 26 ASTM D-2241
- POLYETHYLENE PIPE 160 PSI, SDR 9 ASTM D-3350 & ASTM D-2239
- POLYETHYLENE TUBING 200 PSI, SDR 9 ASTM D-3350 & ASTM D-2737

PIPING GREATER THAN 4 INCHES IN DIAMETER:

- POLYVINYL CHLORIDE (PVC) 150 PSI AWWA C-900 (DR 18)
- DUCTILE IRON (CLASS 50) ANSI A21.51

JOINTS FOR PVC PIPES:

- JOINTS SHALL COMPLY WITH ASTM D-3139
- NO SOLVENT CEMENTS OR TOXIC LUBRICANT WILL BE ALLOWED.
- EXPANSION CAPABILITY WILL BE PROVIDED.

JOINTS FOR DUCTILE IRON PIPES:

- JOINTS SHALL COMPLY WITH AWWA C-153 OR AWWA C-110

GATE VALVES:

- VALVES SHALL COMPLY WITH AWWA C-509
- 200 PSI IRON BODY, BRONZE MOUNTED.
- NON-RISING STEMS WITH SQUARE OPERATING NUTS AND A SUITABLE VALVE BOX.

7.2 INSTALLATION:

SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL PROVIDE PROPER FACILITIES FOR HANDLING AND LAYING PIPE AND ACCESSORIES. NO PIPE WILL BE LAID IN UNSUITABLE WEATHER OR IN WATER. THE CONTRACTOR WILL VERIFY ALL FIELD DIMENSIONS WITH THE DESIGN ENGINEER (INCLUDING FIELD STAKE-OUT) PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT 24 HOURS PRIOR TO INSTALLING ANY PORTION OF THE WATER MAIN DISTRIBUTION SYSTEM. HE SHALL ALSO STAKE ALL SERVICE CONNECTIONS AND PROVIDE AS-BUILT DIMENSIONS TO THE ENGINEER. CONNECTIONS TO THE EXISTING SYSTEM SHALL BE COORDINATED WITH THE UTILITY COMPANY. MINIMAL SERVICE INTERRUPTION SHALL OCCUR AND TRAFFIC SAFEGUARDS SHALL BE TAKEN.

THE CONTRACTOR SHALL CONDUCT HYDROSTATIC PRESSURE AND LEAKAGE TESTS AS FOLLOWS: APPLY 150 PSI OR 150% OF THE WORKING PRESSURE, WHICHEVER IS GREATER TO THE TEST LINE. COVERS SHALL BE PROVIDED FOR ALL FIELD STAKE-OUT) PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 24 HOURS PRIOR TO INSTALLING ANY PORTION OF THE SANITARY SEWER SYSTEM. HE SHALL ALSO STAKE ALL SERVICE CONNECTIONS AND PROVIDE AS-BUILT DIMENSIONS TO THE ENGINEER. MANHOLES, CLEANOUTS AND THE LIKE SHALL BE LOCATED, BUILT AND SIZED AS SHOWN ON THESE DRAWINGS. CONNECTIONS WITH EXISTING SEWER SYSTEMS SHALL BE COORDINATED BY THE CONTRACTOR WITH THE UTILITY COMPANY.

NOTE: THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANY AND THE ENGINEER AT LEAST 24 HOURS PRIOR TO CONDUCTING PRESSURE AND LEAKAGE TESTS. A 3/4 INCH HOSE BIE CONNECTION WILL BE REQUIRED FOR GAUGE CONNECTION.

THE CONTRACTOR SHALL STERILIZE THE LINES BY CIRCUINATING AT 40 TO 50 PSI, INJECTING AT A CORPORATION STOP AND OPERATING ALL VALVES AND ACCESSORIES. FLUSH SYSTEM. SUBSEQUENT TESTS ON REPLACEMENT WATER-SHALL SHOW A CHEMICAL AND BACTERIAL COUNT OF 100 PER 100 GALLONS. SAMPLES SHALL BE TAKEN AND TESTED AT THE EXPENSE OF THE CONTRACTOR, AND RESULTS SHALL BE ACCEPTABLE TO LOCAL, STATE AND FEDERAL AGENCIES OF INTEREST.

7.3 NOTES:

ALL WATER PIPING AND FITTINGS USED SHALL BE NATIONAL SANITATION FOUNDATION (N.S.F.) APPROVED FOR POTABLE WATER.

A MINIMUM SEPARATION OF 10 FT. HORIZONTAL, OUTSIDE TO OUTSIDE AND 18 INCHES VERTICAL IS REQUIRED BETWEEN ALL WATER LINES AND THE SANITARY SEWER SYSTEM.

WHEN TRENCH EXCAVATION DEPTH EXCEEDS FIVE FEET, THE CONTRACTOR SHALL PROVIDE TRENCH PROTECTION (SHIELDS, SLOPING, SHORING, ETC.) AND SHALL COMPLY WITH OSHA STANDARD 29 CFR, SECTION 1926.650 SUBPART F.

IN ACCORDANCE WITH RULES OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP), CHAPTER 62-555, THE ENGINEER OF RECORD WILL BE RESPONSIBLE FOR OBSERVATION OF CONSTRUCTION OF THE POTABLE WATER SYSTEM. THE ENGINEER SHALL BE NOTIFIED AT COMMENCEMENT AND COMPLETION OF CONSTRUCTION, TO ASSURE COMPLIANCE WITH PLANS AND SPECIFICATIONS. SAID ENGINEER WILL REPORT TO DEP UPON COMPLETION OF CONSTRUCTION AND CLEANING AND DISINFECTING DESCRIBED ABOVE BEFORE THE SYSTEM CAN BE PLACED IN SERVICE.

ALL PVC POTABLE WATER LINES AND SERVICES WILL BE MARKED WITH NO. 14 COPPER INSULATED TRACER WIRE TO ENABLE LOCATION WITH A FERROUS METAL DETECTOR. THE TRACER WIRE WILL BE PLACED 12 INCHES ABOVE AND THROUGHOUT THE LENGTH OF ALL SUCH PIPE.

7.4 FIRE HYDRANTS:

ALL FIRE HYDRANTS SHALL BE 6 INCH, THREE WAY HYDRANTS WITH TWO 2-1/2 INCH HOSE NOZZLES AND ONE 4-1/2 INCH PUMPER NOZZLE. DESIGNED FOR 150 LBS WORKING PRESSURE OR 300 LBS HYDROSTATIC PRESSURE AND SHALL CONFORM TO THE LATEST SPECIFICATIONS OF THE AWWA. ALL WORKING PARTS SHALL BE BRONZE. ALL HOSE THREADS SHALL BE NATIONAL STANDARD THREADS. HYDRANTS SHALL HAVE A MECHANICAL JOINT END INLET. HYDRANTS SHALL BE TRAFFIC BREAKAWAY MODEL. THE HYDRANT MAIN VALVE SHALL BE A COMPRESSION TYPE THAT CLOSURES WITH THE WATER PRESSURE. HYDRANTS SHALL HAVE NOT LESS THAN A 5-1/4 INCH VALVE OPENING. ALL HYDRANTS SHALL BE EQUIPPED WITH AUTOMATIC SELF-OILING RESERVOIRS THAT LUBRICATE THE STEM THREADS AND ALL BEARING SURFACES EACH TIME THE HYDRANT IS OPERATED. HYDRANTS SHALL BE PAINTED ONE COAT OF RED IRON OXIDE, ZINC OXIDE PRIMER CONFORMING TO STEEL STRUCTURES PAINTING COUNCIL SSPC-PAINT 25 AND TWO FINISH COATS OF SILICONE ALKID PAINT CONFORMING TO STEEL STRUCTURES PAINTING COUNCIL SSPC-PAINT 21. FIRE HYDRANTS SHALL BE PAINTED IN ACCORDANCE WITH NFPA 291, RECOMMENDED PRACTICE FOR FIRE FLOW TESTING AND MARKING OF HYDRANTS.

8 SPECIFICATION: SANITARY SEWER SYSTEM

THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL GRAVITY SEWER MATERIAL SHOWN ON THE DRAWINGS AND IN THIS SPECIFICATION. IN ADDITION, HE SHALL OBTAIN ALL PERMITS AND CONDUCT ALL TESTS REQUIRED BY LOCAL, STATE AND FEDERAL AUTHORITIES AND AS SPECIFIED ON THESE DRAWINGS.

8.1 MATERIALS:

ALL MATERIALS AND EQUIPMENT INCORPORATED IN THE WORK SHALL BE NEW, CLEAN, AND FREE OF

VISUAL DEFECTS UNLESS OTHERWISE SPECIFIED, AND THAT ALL WORK WILL BE OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ALL WORK NOT CONFORMING TO THESE REQUIREMENTS MAY BE CONSIDERED DEFECTIVE.

PIPING:

- PVC GRAVITY SEWER ASTM D-3034, SDR-35
- DUCTILE IRON PIPE (D.I.P.) ANSI A21.51
- PVC FORCE MAINS (160 PSI) ASTM D-1784 AND D-2241

JOINTS:

- P.V.C. RUBBER RING ASTM D-1869
- D.I.P. JOINTS, RUBBER GASKET ANSI A21.11

NOTE: ALL JOINTS TO BE BELL AND SPIGOT TYPE.

CONCRETE:

- POURED OR PRE-CAST 4000 PSI AT 28 DAYS

8.2 INSTALLATION:

SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL PROVIDE PROPER FACILITIES FOR HANDLING AND LAYING PIPE AND ACCESSORIES. TRENCHES SHALL BE PROPERLY PREPARED. PIPE SHALL BE SUPPORTED OVER ITS FULL LENGTH AND BELL HOLES HAND DUG AS REQUIRED. NO PIPE WILL BE LAID IN UNSUITABLE WEATHER OR IN WATER. THE CONTRACTOR WILL VERIFY ALL FIELD DIMENSIONS AND REPORT ALL DISCREPANCIES (INCLUDING FIELD STAKE-OUT) PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 24 HOURS PRIOR TO INSTALLING ANY PORTION OF THE SANITARY SEWER SYSTEM. HE SHALL ALSO STAKE ALL SERVICE CONNECTIONS AND PROVIDE AS-BUILT DIMENSIONS TO THE ENGINEER. MANHOLES, CLEANOUTS AND THE LIKE SHALL BE LOCATED, BUILT AND SIZED AS SHOWN ON THESE DRAWINGS. CONNECTIONS WITH EXISTING SEWER SYSTEMS SHALL BE COORDINATED BY THE CONTRACTOR WITH THE UTILITY COMPANY.

A MINIMUM SEPARATION OF 10 FT. HORIZONTAL MEASURED OUTSIDE TO OUTSIDE AND 18 INCHES VERTICAL IS REQUIRED BETWEEN SANITARY SEWER LINES AND ALL WATER LINES.

WHEN TRENCH EXCAVATION DEPTH EXCEEDS FIVE FEET, THE CONTRACTOR SHALL PROVIDE TRENCH PROTECTION (SHIELDS, SLOPING, SHORING, ETC.) AND SHALL COMPLY WITH OSHA STANDARD 29 CFR, SECTION 1926.650 SUBPART F.

IN ACCORDANCE WITH RULES OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP), CHAPTER 62-604, THE ENGINEER OF RECORD WILL BE RESPONSIBLE FOR OBSERVATION OF CONSTRUCTION OF THE SANITARY SEWER SYSTEM. THE ENGINEER SHALL BE NOTIFIED AT COMMENCEMENT AND COMPLETION OF CONSTRUCTION, TO ASSURE COMPLIANCE WITH PLANS AND SPECIFICATIONS SAID ENGINEER WILL REPORT TO DEP UPON COMPLETION OF CONSTRUCTION BEFORE THE SYSTEM CAN BE PLACED IN SERVICE.

THE CONTRACTOR SHALL COORDINATE ALL TESTS WITH THE UTILITY COMPANY AND THE ENGINEER. ALL LINES, FITTINGS AND MANHOLES SHALL BE CLEAN AND DRY BEFORE CONDUCTING TESTS. TESTS AND SUBSEQUENT CORRECTIONS SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

8.3 GRAVITY SEWERS:

LEAKAGE TESTS BY EXFILTRATION AND/OR INFILTRATION WILL BE MADE ON ALL PIPE. THE ENGINEER SHALL HAVE THE OPTION DETERMINING WHICH TEST SHALL BE EMPLOYED. GENERALLY, IF THE GROUNDWATER TABLE IS BELOW THE BOTTOM OF THE PIPE, AN EXFILTRATION TEST SHALL BE USED. DURATION OF TEST SHALL BE NOT LESS THAN TWO (2) HOURS. VISIBLE LEAKS ENCOUNTERED SHALL BE CORRECTED REGARDLESS OF LEAKAGE TEST RESULTS. LEAKAGE AS MEASURED BY EITHER THE INFILTRATION OR EXFILTRATION TEST SHALL NOT EXCEED 0.157 GALLONS PER INCH DIAMETER PER 100 FEET OF PIPE PER HOUR. WHEN LEAKAGE EXCEEDS THE MAXIMUM AMOUNT SPECIFIED, SATISFACTORY CORRECTION SHALL BE MADE AND RETESTING ACCOMPLISHED.

DEFLECTION TESTING SHALL BE DONE ON ALL FLEXIBLE PIPE AT THE DIRECTION OF THE ENGINEER. TESTING SHALL BE DONE USING A MANDREL HAVING A DIAMETER EQUAL TO 95 PERCENT OF THE INSIDE DIAMETER OF THE PIPE. WHEN A DEFLECTION DEVICE IS USED IN LIEU OF THE MANDREL, SUCH DEVICE SHALL BE APPROVED BY THE ENGINEER PRIOR TO USE. NO PIPE DEFLECTION SHALL EXCEED 5 PERCENT.

8.4 FORCE MAINS:

THE CONTRACTOR SHALL CONDUCT HYDROSTATIC PRESSURE AND LEAKAGE TESTS AS FOLLOWS:

APPLY 100 PSI OR 150% OF THE WORKING PRESSURE, WHICHEVER IS GREATER, TO THE TEST LINE. DURATION OF THE PRESSURE TEST SHALL BE AT LEAST TWO (2) HOURS. AFTER 1/2 HOUR, CHECK PRESSURE. IF PRESSURE HAS DROPPED, INSPECT FOR LEAKS AND CORRECT AS REQUIRED. REPEAT TESTS UNTIL THERE ARE NO LEAKS OR PRESSURE LOSS. PRESSURE MUST HOLD FOR TWO HOURS.

NOTE: THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANY AND THE ENGINEER AT LEAST 24 HOURS PRIOR TO CONDUCTING PRESSURE AND LEAKAGE TESTS.

FORCE MAINS SHALL HAVE THRUST BLOCKS DESIGNED FOR 100 PSI TEST PRESSURE. FORCE MAINS SHALL BE COLORED OTHER THAN WHITE TO DISTINGUISH FROM WATER LINES. FORCE MAINS IN THE RIGHT-OF-WAY SHALL HAVE 30 INCHES (MINIMUM) COVER OVER THE CROWN.

ALL SANITARY SEWER FORCE MAINS WILL BE MARKED WITH NO. 14 COPPER INSULATED TRACER WIRE TO ENABLE LOCATION WITH A FERROUS METAL DETECTOR. THE TRACER WIRE WILL BE PLACED 12 INCHES ABOVE AND THROUGHOUT THE LENGTH OF ALL SUCH PIPES.

8.5 MANHOLES:

SHAPE: ALL MANHOLES WILL BE ECCENTRIC OR AS SPECIFIED ON THE DRAWINGS.

SETTING MANHOLE CASTINGS: THE FRAME OF THE CASTING SHALL BE SET IN A FULL MORTAR BED COMPOSED OF ONE PART PORTLAND CEMENT TO TWO PARTS OF FINE AGGREGATE.

CONCRETE: THE MINIMUM COMPRESSIVE STRENGTH REQUIRED AT TWENTY-EIGHT DAYS IS 4000 LBS. PER SQ. INCH. THE MINIMUM AMOUNT OF WATER SHALL BE USED TO PRODUCE A WORKABLE MIX. AND SHALL NOT EXCEED SIX (6) U.S. GALLONS PER SACK OF CEMENT. CONCRETE SHALL CONFORM TO ASTM C-94.

PRE-CAST REINFORCED CONCRETE MANHOLE SECTIONS: PRE-CAST REINFORCED CONCRETE MANHOLE SECTIONS SHALL CONFORM TO ASTM C-478. ALL JOINTS FOR PRE-CAST SECTIONS SHALL BE APPROVED BY THE ENGINEER.

CASTINGS: CAST IRON FRAMES AND COVERS SHALL CONFORM TO THE DRAWINGS IN ALL ESSENTIALS OF DESIGN. ALL CASTINGS SHALL BE MADE OF CLEAN, EVEN GRAIN, TOUGH GRAY CAST IRON. THE QUALITY OF IRON IN THE CASTINGS SHALL CONFORM TO THE CURRENT ASTM SPECIFICATION A-48 FOR CLASS 20 GRAY IRON CASTINGS. THE WEIGHT OF CASTINGS SHALL BE AS SHOWN IN THE PLANS. CASTINGS SHALL BE SMOOTH, TRUE TO PATTERN, AND FREE FROM PROJECTIONS, SAND HOLES, OR DEFECTS. A RAISED WORK "SEWER" SHALL BE CAST ON THE UPPER NON-SKID SURFACE OF ALL MANHOLE COVERS. THE PORTIO OF THE FRAME AND COVER WHICH FORMS THE COVER SEAT SHALL BE MACHINED SO THAT NO ROCKING OF THE COVER IS POSSIBLE. THE CASTINGS SHALL BE COATED WITH COAL TAR PITCH VARNISH. ON ROADWAYS THE FRAME AND COVER SHALL BE SET FLUSH WITH AND IN THE PLANE OF THE SURFACE. IN OTHER LOCATIONS THEY SHALL BE SET TO GRADES DETERMINED BY THE ENGINEER. A SHOP DRAWING OF THE MANHOLE FRAME AND COVER MUST BE APPROVED BY THE ENGINEER FOR ALL COVERS AND FRAMES FURNISHED ON THE PROJECT.

WATER-PROOFING: BOTH CONCRETE AND PRE-CAST SECTIONS BELOW GRADE SHALL BE PAINTED ON THE OUTSIDE WITH EITHER TWO COATS OF BITUMASTIC PAINT OR A HEAVY LAYER OF EMULSIFIED ASPHALT TO WATER-PROOF COMPLETELY. MANHOLES SHALL BE INSPECTED FOR WATER TIGHTNESS PRIOR TO BEING PLACED IN SERVICE. ALL INCOMING AND OUTCOMING SEWER LINES SHALL BE PLUGGED AND THE MANHOLE FILLED WITH WATER TO A LEVEL TO CREATE A MINIMUM POSITIVE HEAD OF TWO FEET OR ABOVE THE HIGHEST SECTION JOINT. IF THE WATER LEVEL DROP EXCEEDS 1/8" PER VERTICAL FOOT OF MANHOLE DEPTH IN 5 MINUTES, THE MANHOLE SHALL HAVE FAILED THE TEST.

8.6 GENERAL:

GROUT ALL RISER JOINTS AND ENTRY PIPES.

PROVIDE NEAT CEMENT SEALS FOR PRE-CAST UNITS.

MINIMUM RADIUS ALLOWED IS 20 INCHES.

INVERT GROUTING SHALL BE UNIFORM AND SMOOTH-SLOPED TO CENTER LINE OF PIPE.

NOTE: ROOF DRAINS, FOUNDATION DRAINS AND ALL OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.

9 SPECIFICATION: STORM SEWER SYSTEM

THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL STORM SEWER MATERIAL SHOWN ON THE DRAWINGS AND IN THIS SPECIFICATION. IN ADDITION, HE SHALL OBTAIN ALL PERMITS AND CONDUCT ALL TESTS REQUIRED BY LOCAL, STATE AND FEDERAL AUTHORITIES AND AS SPECIFIED.

9.1 MATERIALS:

ALL MATERIALS AND EQUIPMENT INCORPORATED IN THE WORK SHALL BE NEW, CLEAN, AND FREE OF VISUAL DEFECTS UNLESS OTHERWISE SPECIFIED, AND THAT ALL WORK WILL BE OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ALL WORK NOT CONFORMING TO THESE REQUIREMENTS MAY BE CONSIDERED DEFECTIVE.

CORRUGATED POLYETHYLENE PIPE: SHALL COMPLY WITH SECTION 948 OF THE LATEST EDITION "FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" UNLESS MODIFIED HEREIN. PIPES 12 INCHES TO 24 INCHES IN DIAMETER SHALL COMPLY WITH ASTM F-405 AND ASTM F-667. JOINTS SHALL BE BY MEANS OF DIAPHRAM BAND. IF USED OUTSIDE OF DRY WELLS, JOINTS SHALL BE WRAPPED IN FILTERCLOTH 2 FEET IN WIDTH AND WITH 2 FEET OF OVERLAP ON THE DIAMETER. THIS PIPE, IN THE PERFORATED FORM, SHALL BE USED INSIDE DRY WELLS. IT MAY BE USED OUTSIDE DRY WELLS ONLY WHEN USED WITH A FILTER SOCK. PERFORATIONS SHALL BE 1/4 INCH DIAMETER AND SPACED 10 INCHES ON CENTER IN THE VALLEY OF THE CORRUGATIONS.

POLYVINYL-CHLORIDE PIPE: SHALL COMPLY WITH SECTION 948 OF THE LATEST EDITION "FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" UNLESS MODIFIED HEREIN. POLYVINYL-CHLORIDE PIPE SHALL MEET THE REQUIREMENTS OF ASTM D-3034, SDR-35, OR ASTM F 949, PROFILE WALL WITHOUT PERFORATIONS. POLYVINYL-CHLORIDE PIPE FOR USE AS UNDERDRAIN SHALL CONFORM TO THE REQUIREMENTS OF ASTM F 758 OR ASTM F 949. ALSO, PVC UNDERDRAIN MANUFACTURED FROM PVC PIPE MEETING ASTM D 3033 OR ASTM D 3034, PERFORATED IN ACCORDANCE WITH THE PERFORATION REQUIREMENTS GIVEN IN AASHTO M 36, OR AASHTO M 196 WILL BE PERMITTED.

REINFORCED CONCRETE PIPE: SHALL COMPLY WITH REQUIREMENTS OF ASTM C-76, CLASS III, UNLESS OTHERWISE INDICATED ON THE DRAWINGS, AND SHALL BE INSTALLED WITH RUTH RUBBER GASKETS. JOINTS COMPLYING WITH ASTM C-443, INSTALL RUBBER GASKETS IN STRICT ACCORDANCE WITH PIPE MANUFACTURER'S RECOMMENDATIONS.

MANHOLES: PRECAST REINFORCED CONCRETE MANHOLE SECTIONS SHALL CONFORM TO ASTM SPECIFICATION C-478. CONSTRUCT MANHOLES AND SET CONCRETE SECTIONS AS REQUIRED BY DRAWINGS TO SIZE, SHAPE, AND DEPTH INDICATED, BUT NEVER LESS THAN 4'-0" INSIDE DIAMETER. ALL JOINTS FOR PRECAST SECTIONS SHALL BE APPROVED BY THE ENGINEER.

INLETS AND CATCH BASINS: PRECAST REINFORCED CONCRETE INLETS AND CATCH BASIN SECTIONS SHALL CONFORM TO ASTM C-478. CONSTRUCT INLETS AND CATCH BASINS OF PRECAST CONCRETE AND TO CONSTRUCT AS REQUIRED BY DRAWINGS TO SIZE, SHAPE AND DEPTH INDICATED.

MAIN AND LATERAL PIPES: NEATLY CUT OFF MAIN AND LATERAL PIPES WITH INSIDE OF MANHOLE OR INLET WHERE THEY ENTER STRUCTURE DRESS ALL IRREGULARITIES AND ROUGH EDGES WITH NON-SHRINKING GROUP (INSIDE AND OUTSIDE).

WHERE PIPES ENTER OR EXIT MANHOLES, A "KOR-N-SEAL" MOLDED NEOPRENE BOOT WITH STAINLESS STEEL INTERNAL AND EXTERNAL BANDS AS MANUFACTURED BY THE NATIONAL POLLUTION CONTROL SYSTEMS, INC., NASHUA, NEW HAMPSHIRE, OR A POLYURETHANE JOINT WITH A SHORT TRANSITION JOINT AS MANUFACTURED BY MOORFORM CORPORATION, CENTRALIA, ILLINOIS, OR AN APPROVED EQUAL (OR SUPERIOR) CONNECTION SHALL BE PROVIDED.

CAST IRON FRAMES, COVERS, AND GRATES: AFTER COMPLETION OF MANHOLE INLET, SET CAST IRON FRAME IN FULL MORTAR BED AFTER ADJUSTING TO REQUIRED ELEVATION. CAST IRON FRAMES AND COVERS SHALL CONFORM TO THE DRAWINGS IN ALL ESSENTIALS OF DESIGN. ALL CASTINGS SHALL BE MADE OF CLEAN, EVEN GRAIN, TOUGH GRAY CAST IRON THE QUALITY OF IRON IN THE CASTINGS SHALL CONFORM TO THE CURRENT ASTM SPECIFICATION A-48 FOR CLASS 20 GRAY IRON CASTINGS. THE WEIGHT OF CASTINGS SHALL BE AS SHOWN IN THE PLANS. CASTINGS SHALL BE SMOOTH, TRUE TO PATTERN, AND FREE FROM PROJECTIONS, SAND HOLES, OR DEFECTS. A RAISED WORD "STORM SEWER" SHALL BE CAST ON THE UPPER NON-SKID SURFACE OF ALL MANHOLE COVERS. THE PORTION OF THE FRAME AND COVER WHICH FORMS THE COVER SEAT SHALL BE MACHINED SO THAT NO ROCKING OF THE COVER IS POSSIBLE. THE CASTINGS SHALL BE COATED WITH COAL TAR PITCH VARNISH. ON ROADWAYS THE FRAME AND COVER SHALL BE SET FLUSH WITH AND IN THE PLANE OF THE SURFACE. IN OTHER LOCATIONS THEY SHALL BE SET TO GRADES DETERMINED BY THE ENGINEER. THE FRAME AND COVER SHALL BE HEAVY DUTY TRAFFIC BEARING.

PLASTIC FILTER FABRIC: PLASTIC FILTER FABRIC SHALL BE THE NON-WOVEN TYPE AND SHALL COMPLY WITH SECTION 514 AND 515 OF THE LATEST EDITION "FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" UNLESS MODIFIED HEREIN.

CONCRETE: CONCRETE SHALL COMPLY WITH SECTION 345 OF THE LATEST EDITION "FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" UNLESS MODIFIED HEREIN. MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS SHALL BE 4,000 PSI.

9.2 DETENTION AREAS AND GRASSED SWALES:

SWALES MUST BE LANDSCAPED WITH SEEDING, SODDING, OR SPRIGGING, WHICH DOES NOT INHIBIT THE INFILTRATION RATE OF THE SOIL. ENGINEER REQUIRES 48 HOURS NOTICE PRIOR TO LANDSCAPING OF INFILTRATION AREAS TO MAKE APPROPRIATE INSPECTIONS.

THE SYSTEM WILL REQUIRE PERIODIC MAINTENANCE FOR CONTINUED PROPER OPERATION. THIS WILL INCLUDE, AS A MINIMUM: A) REMOVAL OF SILT DEBRIS FROM SURFACE INFILTRATION AREAS AND CATCH BASINS, AND B) MAINTENANCE OF VEGETATIVE COVER IN SURFACE INFILTRATION AREAS.

9.3 STORMWATER DRYWELLS:

DRYWELLS SHALL BE CONSTRUCTED TO THE DIMENSIONS AS DETAILED IN THE PLANS. THE WASHED GRANULAR MATERIAL SHALL HAVE OF A VOID RATIO OF NOT LESS THAN 0.4 AND THE GRADATION SHALL CONFORM TO SECTION 901 OF THE LATEST EDITION "FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION". THE DRY WELL SHALL BE COMPLETELY WRAPPED IN WOVEN (AS OPPOSED TO SPUN) FILTER CLOTH WITH A MINIMUM 2 FEET OF OVERLAP AT FIELD JOINTS. THE DRY WELL SHALL CONTAIN PERFORATED PIPES AS DETAILED IN THE PLANS.

9.4 INSTALLATION:

THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL PROVIDE PROPER FACILITIES FOR HANDLING AND LAYING PIPE AND ACCESSORIES. TRENCHES SHALL BE PROPERLY PREPARED. PIPE SHALL BE SUPPORTED OVER ITS FULL LENGTH AND BELL HOLES HAND DUG AS REQUIRED. NO PIPE WILL BE LAID IN UNSUITABLE WEATHER OR IN WATER. THE CONTRACTOR WILL VERIFY ALL FIELD DIMENSIONS AND REPORT ALL DISCREPANCIES (INCLUDING FIELD STAKE-OUT) PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 24 HOURS PRIOR TO INSTALLING ANY PORTION OF THE STORM SEWER SYSTEM. HE SHALL ALSO STAKE ALL SERVICE CONNECTIONS AND PROVIDE AS-BUILT DIMENSIONS TO THE ENGINEER. MANHOLES, CLEANOUTS AND THE LIKE SHALL BE LOCATED, BUILT AND SIZED AS SHOWN ON THESE DRAWINGS. CONNECTIONS WITH EXISTING STORM SEWER SYSTEMS SHALL BE COORDINATED BY THE CONTRACTOR WITH THE UTILITY AUTHORITY. ADEQUATE TRAFFIC CONTROL SHALL BE PROVIDED.

A MINIMUM SEPARATION OF 10 FT. HORIZONTAL MEASURED OUTSIDE TO OUTSIDE AND 18 INCHES VERTICAL IS REQUIRED BETWEEN STORM SEWER LINES AND ALL WATER LINES.

WHEN TRENCH EXCAVATION DEPTH EXCEEDS FIVE FEET, THE CONTRACTOR SHALL PROVID



RYAN J. SCOTT, P.E.
FL LICENSE NO. 88660

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**LIBRARY EMPLOYEE
PARKING IMPROVEMENTS
CITY OF DESTIN, FLORIDA**

DAIE

DESCRIPTION

Q.

DATE: MAY 2024

PROJECT NO: N/A

LE NO.: 00-02-22

SHEET TITLE

PHOTOMETRICS

SHEET NUMBER

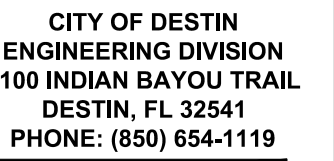
C11

By Daniel Butler at 4:34 pm, Jun 06, 2024

Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	Tag	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	2	ATB2 P40X MVOLT R4 4K 121W	Single	ATB2 P40X MVOLT R4 4K		1.000	17125	121	242
	1	245L LEDE10 3K R3 RNA	Single	245L LEDE10 3K R3 RNA		1.000	2969	38	38

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts_1	Illuminance	Fc	0.64	12.7	0.0	N.A.	N.A.

Luminaire Location Summary						
LumNo	Label	Insertion Point			Orient	Tilt
		X	Y	Mtg Height		
1	ATB2_P40X_MVOLT_R4_4K_121W	365.737	339.786	13	41.88	0
2	ATB2_P40X_MVOLT_R4_4K_121W	397.334	295.972	13	40.429	0
3	245L LEDE10_3K_R3_RNA	151.3	253	13	216.87	0
Total Quantity: 3						



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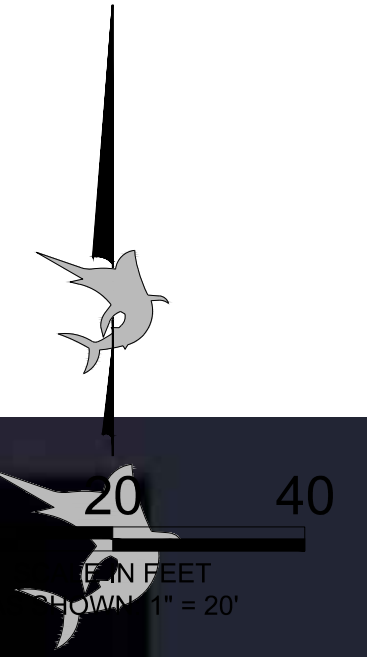
SHEET TITLE

PHOTOMETRICS

SHEET NUMBER

C12

By Daniel Butler at 4:34 pm, Jun 06, 2024





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**LIBRARY EMPLOYEE
PARKING IMPROVEMENTS
CITY OF DESTIN, FLORIDA**

REVISIONS						DATE
DESCRIPTION						
NO.						
DATE:	MAY 2024					
PROJECT NO:	N/A					
FILE NO.:	00-02-22					
SCALE:	1" = 20'					

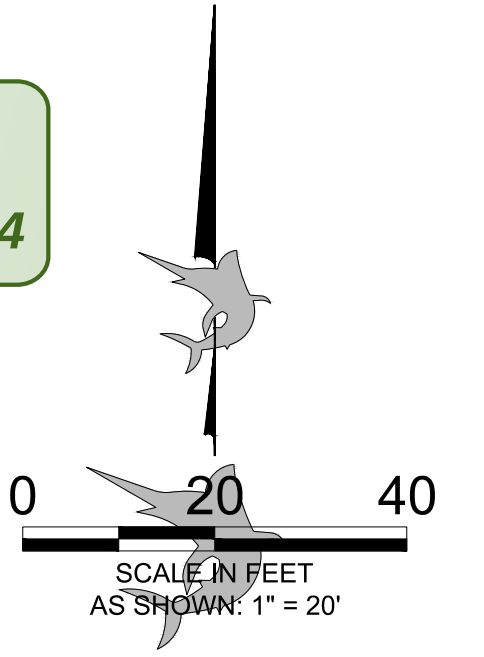
SHEET TITLE

PHOTOMETRICS

SHEET NUMBER

C13

By Daniel Butler at 4:34 pm, Jun 06, 2024



CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

On March 6, 2023 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of H&T Contractors, LLC., herein referred to as the **Contractor**, to supply miscellaneous asphaltic concrete services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT:

1. Entire Contract:

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

2. Intent of Contract:

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

3. Term of Contract and Tim Extensions:

This contract will be in effect from March 7, 2023 through December 31, 2023 and is for supplying the City with miscellaneous asphaltic concrete services.

4. Time for Performance:

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

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager

will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

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

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

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims. *In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.*

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of

the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and nowhere else.

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Jury Trial Waiver

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

15.6 Attorney's Fees

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

15.7 Notices

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

15.8 Public Records

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

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

disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

As to the City:
Lance A. Johnson, City Manager
4200 Indian Bayou Trail
Destin, FL 32541

As to the Contractor:
H&T Contractors, LLC
376 Ben King Road
Freeport, FL 32459

IN WITNESS THEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this 07TH day of MARCH, 2023.



ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN

Lance A. Johnson
Lance A. Johnson, City Manager

SEAL

H&T CONTRACTORS, LLC
CONTRACTOR:

By: Heather Bailey
(Signature)

Heather Bailey
(Printed Name)

Its: MGRM
(Title)

Matthew Shaw
Witness

D. J. Juchand
Witness

City of Destin - RFB 22-10-PW
Miscellaneous Asphaltic Concrete Continuing Services

EXHIBIT A - BID FORM

PART I Bid submitted by:

Company: H & T Contractors, LLC

Address: PO Box 9

City & State: Freeport, FL

Zip Code: 32439

Telephone: (850) 835-0231

Fax: (850) 835-5123

Number of Years in Business: 14

Email: Misty@h-tcontractors.com

PART II Bidding RFB No. 22-10-PW, Miscellaneous Concrete Continuing Services:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standards Specifications for Road and Bridge Construction (current edition), copies of which are available from the Florida Department of Transportation. Contractor must be FDOT Maintenance of Traffic (MOT) certified and use those traffic controls identified in FDOT Standard Plans (102-600 series). Contractor will perform sidewalk work consistent with the FDOT's Local Agency Program (LAP) concrete specifications for formwork, joint placement/depth/material, and concrete finishing and will comply with the FDOT's Standard Plans for Curbing (520-001) and Sidewalk (522-001).

Table 1. SERVICE DESCRIPTION AND SPECIFICATIONS

#	Description	Unit	Unit Price
1	2" Type SP - 12.5 Asphalt Concrete Superpave (Coarse) with fiber	SY	20.25
2	1 1/2" Type SP - 12.5 Asphalt Concrete Superpave (Fine) with fiber	SY	15.75
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) with fiber	SY	13.00
4	Milling of existing asphalt (average 1" depth)	SY	5.00
5	Milling of existing asphalt (average 2" depth)	SY	6.50
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	30.00

Initials of Bidder: HB

City of Destin – RFB 22-10-PW

Miscellaneous Asphaltic Concrete Continuing Services

7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	24.00
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	12.00
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	10.00
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	8.00
11	Prime Coat	SY	4.00
12	Tack Coat	SY	4.00
13	Asphalt Cut with Abrasive Blade	LF	7.00
14	Concrete Cut with Abrasive Blade	LF	7.00
15	Silt Fence	LF	10.00
16	Straw Waddle	LF	8.00
17	Manhole Adjustment	EACH	1,000.00
18	Valve Box Adjustment	EACH	600.00
19	Removal of Concrete over 6"	SY	15.00
20	Removal of Asphalt up to 4" thick	SY	10.00
21	Removal of Asphalt over 4" thick	SY	15.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	40.00
23	Clear & Grub	SY	2.50
24	Debris Hauling	CY	25.00
25	Tree trimming	HR	300.00
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	500.00
27	Guardrail (FDOT Index 400)	LF	450.00
28	Mobilization	LUMP	4,000.00
29	12" inch RCP provided, delivered, and installed	LF	92.00
30	15" inch RCP provided, delivered, and installed	LF	92.00
31	18" inch RCP provided, delivered, and installed	LF	101.00
32	24" inch RCP provided, delivered, and installed	LF	125.00
33	30" inch RCP provided, delivered, and installed	LF	157.00
34	36" inch RCP provided, delivered, and installed	LF	240.00
35	42" inch RCP provided, delivered, and installed	LF	285.00
36	48" inch RCP provided, delivered, and installed	LF	350.00
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	45.00
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	55.00
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	65.00

Initials of Bidder: HB

City of Destin – RFB 22-10-PW

Miscellaneous Asphaltic Concrete Continuing Services

40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	75.00
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	120.00
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	140.00
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	160.00
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	180.00
45	Concrete Headwall or Drainage Structure	CY	900.00
46	Mitered end section – medium, 12" to 15"	EACH	2,000.00
47	Mitered end section – large, 18" to 24"	EACH	4,500.00
48	Concrete flume (4" thick)	SY	200.00
49	Inlet Apron (4" thick)	SY	120.00
50	Raise existing inlet (assume 3" adjustment)	EACH	3,000.00
51	Lower existing inlet (assume 3" adjustment)	EACH	2,500.00
52	6" Diameter Yard Inlet, installed, maximum 2" depth	EACH	3,000.00
53	Excavation and Haul Off	CY	25.00
54	Well Points	DAY	4,500.00
55	Grout (joint)	EACH	2,500.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" thick)	SY	20.00
57	Swale Installation (grading)	CY	100.00
58	Concrete Collar (any size)	EACH	3,000.00
59	Rip Rap Rubble (up to 12" stone, 18" thick), provided, delivered, and installed	SY	600.00
60	Rip Rap Rubble (up to 24" stone, 36" thick), provided, delivered, and installed	SY	700.00
61	6" Drainpipe, provided, delivered, and installed	LF	45.00
62	Type "C" inlet installed (maximum depth 6')	EACH	5,000.00
63	*Concrete Driveway 6" thick	SY	108.00
64	*Concrete Sidewalk 4" thick	SY	72.00
65	*Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	25.00
66	*Concrete Type "D" Curb	LF	30.00
67	*Concrete Type "E" Curb & Gutter	LF	35.00
68	*Concrete Type "F" Curb & Gutter	LF	34.00
69	*Concrete Modified (18") Type "F" Curb & Gutter	LF	30.00
70	American Disabilities Act (ADA) truncated dome mat installation, cast-in-place type	SF	48.00
71	Traffic Control (MOT) cost	DAY	2,000.00
72	Bermuda Sod installed	SY	4.50
73	St Augustine Sod installed	SY	5.75

Initials of Bidder: HB

City of Destin – RFB 22-10-PW

Miscellaneous Asphaltic Concrete Continuing Services

74	Centipede Sod installed	SY	13.50
75	Irrigation Repair – labor only	HR	250.00
76	Type "C" inlet installed (depth 6-10')	EACH	5,500.00
77	Type "C" inlet installed (depth 10 -14')	EACH	6,000.00
78	Junction Box installed (maximum depth 6')	EACH	5,000.00
79	Speed Hump Installation (2 lanes)	EACH	3,000.00
80	Speed Table Installation (2 lanes)	EACH	4,500.00

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

*Shall be fiber-reinforced 4000psi.

Materials and Supplies will be billed at the contractor's wholesale price or contractor's wholesale price plus 25%. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request.

SAFETY NOTE

All work associated with this bid must be conducted with safety in mind. It is expected that the contractor will provide all necessary personal protective equipment that will be utilized by their staff while performing work for the City of Destin. In addition, the contractor will ensure that all FDOT, OSHA and other applicable State and Federal workplace safety guidelines are adhered to while working on behalf of the City of Destin.

The contractor will ensure that work vehicles, equipment and trailers are properly outfitted with proper, adequate, and working signage, lightbars, arrow boards, etc.

Part III Certifications

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

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

Initials of Bidder: HB

City of Destin – RFB 22-10-PW
Miscellaneous Asphaltic Concrete Continuing Services
and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Heather Bailey, MEMR

Signature: Heather Bailey

Date of Bid: 02/16/2023

Note: See RFB Section III, Bid Requirements, and attached all required information to Bid Form.

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

END OF BID FORM

Initials of Bidder: HCB

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of January 2024 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and H&T Contractors LLC. The purpose of this agreement is to extend for one year a contract for services dated March 6, 2023 between the City of Destin and H&T Contractors LLC to provide miscellaneous asphaltic concrete services for the City. This agreement will begin on January 1, 2024 and will extend through December 31, 2024.

This is the **1st of 4** possible extensions.

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

Jury Trial Waiver:

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

Public Records:

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

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

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

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

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

It is expressly agreed by the parties that this contract is an extension to the Contract dated March 6, 2023 is made part hereof as though expressly rewritten, incorporated, and included herein.

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

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

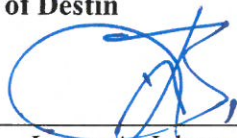
Witnesses:

(Signature)

(Signature)

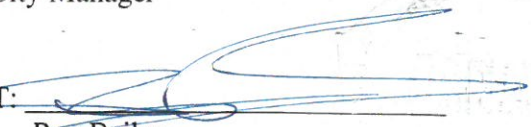
City of Destin

By:

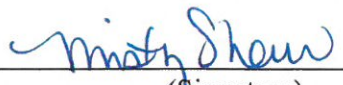

Lance A. Johnson
City Manager

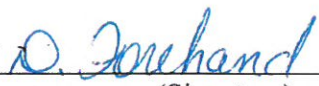
12/28/2023

ATTEST:


Rey Bailey
City Clerk

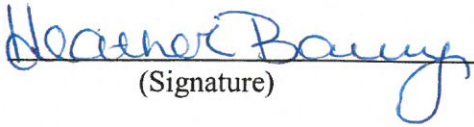
Witnesses:


(Signature)


(Signature)

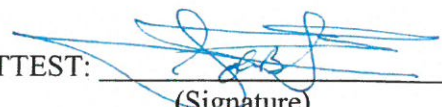
H&T Contractors LLC

By:


(Signature)

Heather Bailey, MARM
(Name & Title)

ATTEST:


(Signature)

JOHN B. IRVIN, IV - CFO
(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 19, 2024**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.C.

TO: City Council

THRU: Larry Jones , Interim City Manager

FROM: Lisa Firth, Parks & Rec Director

DATE: August 14, 2024

SUBJECT: 2024 Destin Seafood Festival Shuttle Stop Request/Parking Lots

I. BACKGROUND: For many years, the City has been a co-sponsor of the Destin Seafood Festival (DSF). DSF is again requesting permission to use the parking lots at Morgan Sports Center as a shuttle stop and parking area for this year's festival. Approving this request will not negatively impact any scheduled events at the Morgan Sports Center during the Seafood Fest which will be held September 27, 28, 29, 2024.

DSF is requesting northern Marler parking and Zerbe parking for the Seafood Vendors (a parking pass will be issued to vendors). Fees are requested to be waived for the vendor trucks.

II. DISCUSSION:

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

Improve Mobility and Connectivity

B. Effect on Budget (EOB): Waiving fees

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: Staff recommends approval.

IV. RECOMMENDED MOTION: I am moving to allow the Destin Seafood Festival to utilize the Morgan Sports Center parking lots as a shuttle stop, waiving fees for the vendors to park in Marler and Zerbe parking lots. The dates are 26,27,28,29, 2024.

Attachments:

None

**MINUTES
SPECIAL MEETING
DESTIN CITY COUNCIL
JULY 29, 2024
ANNEX COUNCIL CHAMBERS
5:15 PM**

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

Destin City Council

Mayor Bobby Wagner
Councilmember Torey Geile
Councilmember Kevin Schmidt

Councilmember Jim Bagby
Councilmember John Stephens
Councilmember Dewey Destin

City of Destin Staff

Acting City Manager Krystal Strickland
Public Information Director Tamara Young
Community Development Director Tina Deater
Parks & Recreation Director Lisa Firth
City Attorney Kimberly Kopp

Deputy City Clerk Kim Montgomery
HR Director Jaime Haynes
IT Director Andy Peters
Principal Planner Steve O'Connor

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 5:15 PM, followed by the recitation of the Pledge of Allegiance.

PUBLIC COMMENTS

NEW BUSINESS

A. Dual Authentication of Florida Department of Revenue (FDOR) Truth in Millage (TRIM) Compliance

Acting City Manager and Finance Director Krystal Strickland introduced the item as a housekeeping measure. The FDOR Property Tax Oversight Department oversees the TRIM process to ensure that taxpayers and the public are properly informed about the legislative process by which local taxing authorities determine ad valorem property taxes. The FDOR requires a dual authentication by e-signatures through their Oversight and Assistance System ePortal. Traditionally, the Contact and Access Manager for this portal has been the Finance Director, and the Chief Administration Officer has been the City Manager. Currently, she is set as the Contact and Access Manager and Mr. Louis Zunguze is set as the Chief Administration Officer.

To continue the best practice of dual authentication for TRIM compliance, staff proposes to update the Contact Manager and Chief Administrative Officer to add flexibility in the event either the City Manager or Finance Director are not available during the 100 days of TRIM compliance as follows:

- Alternate Contact and Access Manager: Senior Accountant Kamila Merrell
- Alternate Chief Administration Officer: Acting City Manager Krystal Strickland

Councilmember Schmidt initiated further discussion, seeking clarification on the duration of the authority, which was confirmed to be the 100-day TRIM process starting July 1 and ending on October 9, 2024.

Councilmember Schmidt moved to set the alternates for dual authentication of FDOR TRIM compliance documents, setting Kamila Merrell as the Contact and Access Manager and Krystal Strickland as the Chief Administrative Officer, for the duration of the calendar year 2024 TRIM compliance process. Councilmember Stephens provided a second to the motion.

Further discussions included questions about the scope of the dual authentication authority, its application solely to TRIM compliance documents, and whether additional duties or documents were involved. It was clarified that this authority was limited to the TRIM compliance process.

Councilmember Destin inquired about the health status of the City Manager, expressing concern over the duration of his absence and the need for potential interim solutions.

The City Attorney updated the council on ongoing evaluations and discussion with HR, indicating that further information would be provided shortly.

Questions were also raised regarding spending authority and dual authentication requirements for financial documents, which Ms. Strickland clarified, emphasizing that dual authentication was not required for expenditures but was in place for financial institutions' signature authority.

Councilmember Bagby expressed concern about potential issues with dual signing authority within one department, particularly regarding financial oversight.

Ms. Strickland assured the council that there would not be dual signatories from the Finance Department, as the financial institution's signature authority would remain with herself and other designated officials outside the department.

Motion passed 5-0 (Council members Schmidt, Bagby, Destin, Geile, and Stephens voted "yes"; Council members King and Hebert were absent from the meeting).

There were follow-up discussions on potential plans for managing City Manager Louis Zunguze's duties during his absence. Suggestions included developing short-term and long-term contingency plans, consulting the Florida League of Cities' Range Rider program, and reaching out to experienced city manager for interim duties.

PUBLIC COMMENTS

ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 5:32 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 19, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.A.**TO:** City Council**THRU:** Krystal Strickland, Finance Director
Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney**FROM:** Andy Peters, Director of Information Technology**DATE:** July 23, 2024**SUBJECT:** Approval of Purchase - New Permitting and Licensing System (MGO)

I. BACKGROUND: The transition away from Tyler Technologies requires a replacement for EnerGov (COMPASS), the City's Community Development software package. Notice was provided to Tyler Tech in accordance with the current SaaS Contract on August 12th by Certified letter (attached). Under the direction of the City Manager, a wide range of software packages were reviewed by City Staff. The finalist was sent to a Public Meeting for review, and participants were polled for their opinion. A flow chart of the wider process used to come to this recommendation is attached.

II. DISCUSSION: The City Manager set the criteria for the new system, based on past experiences, emphasizing the need for:

1. **Customer friendly product and easy to navigate.**
2. **Smooth implementation and transition.**
3. **Strong local (City staff) IT support.**

After a thorough process, "My Government Online" (MGO) was identified as the best solution. Developed by the South Central Planning and Development Commission in Louisiana, MGO handles various government-related processes including permitting, planning and zoning, and code enforcement. It enables government entities to manage these processes efficiently through digital means, facilitating tasks like permit applications, inspections, and public service requests.

MGO was created to address the lack of suitable commercially available software in this space. It is available through an Intergovernmental Agreement and has been successfully implemented by several sister cities and counties in Northwest Florida including Escambia and Santa Rosa Counties, the cities of Fort Walton Beach, and Pensacola. With a track

record of phasing out Tyler Solutions in cities like Destin, MGO features a robust reporting resource and full API capabilities, making it supportable by Destin's IT staff. Additionally, as a non-profit entity, MGO offers free setup and configuration for cities.

To ensure that MGO's Public Portal would meet the required standards, the IT Department hosted a public meeting on May 7, 2024, with over 40 internal and external participants. A survey was conducted using a carefully crafted methodology to capture group sentiment regarding the new software. While the small sample size limits the accuracy of the survey, the methodology was designed to extract as much meaningful data as possible. The results of this survey are included in this agenda packet.

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

III Economic development and revitalization.

B. Effect on Budget (EOB): The replacement of Tyler Energov with MyGovernmentOnline (MGO) will result in a budget reduction of approximately \$60,000 per year, previously allocated for Tyler Energov, and an additional \$84,000 for the Tyler Assist Program that supported Energov. The new implementation will incur a cost of \$4,605 per month in Software-as-a-Services (SaaS) fees, which includes Permits, Planning and Zoning, Code Enforcement, Business Tax Receipts, and GIS integration. Unlike Tyler Tech, MGO does not charge additional implementation fees. However, to allow MGO to recover their implementation costs, the 60-day notice termination clause usually required by Destin will be deferred until after the first year of the contract.

MGO contract has no upfront implementation fees and a 60-day cancelation clause, and therefore monthly payments will be paid as an operating expense (GASB 96 SBITA accounting does not apply).

Staff recommend the initial encumbrance be for 12 months and for annual renewals to be August - July.

FY 2024 (August 5 - July 31, 2025) budget impact is estimated at \$70,460

FY 2024 Estimate (implementation Aug 2024-Mar 2025; initial PO 12 mos Aug 2024-July 2025)

	Per Unit	Unit Type	Units	Total
MGO				
Permits	\$ 2,500	Monthly	12	\$ 30,000
Planning & Zoning	\$ 1,500	Monthly	12	\$ 18,000
Code Enforcement	\$ 375	Monthly	12	\$ 4,500
GIS/Addressing	\$ 230	Monthly	12	\$ 2,760
BTRs	\$ 300	Monthly	12	\$ 3,600
Import Hx Data	\$ 110	per hour	50	\$ 5,500
Incidentals - On-site Visits	\$ 2,500	per visit	2	\$ 5,000
Incidentals - ACH first vendor	\$ 100	per setup	1	\$ 100
Incidentals - ACH add'l vendors	\$ 500	per setup	2	\$ 1,000
				<u>\$ 70,460</u>

	12552400-552000-
	IT003
	CD Tech Fund-
	Software-Tech
	Projects
FY 24 Adopted Budget*	70,000
Budget Transfer	460
Revised Budget	70,460
Previous Expenses/Encumbrances	-
Available Program Budget	70,460
Proposed Agreement +(-)	(70,460)
FY 24 Remaining Program Budget	\$ -

**FY 24 Adopted Budget includes Budget for Prior Year Encumbrances*

Internal Accounting/Budgeting Note: Florida Uniform Accounting Guidance recommends using object code 552000 for computer software that does not fall under GASB 96 SBITA rulings.

FY 2025 and future years budget impact is estimated at \$61,360 (\$60,000 less per year than Energov)

FY 2025 Estimate (Aug 2025-July 2026)

	Per Unit	Unit Type	Units	Total
MGO				
Permits	\$ 2,500	Monthly	12	\$ 30,000
Planning & Zoning	\$ 1,500	Monthly	12	\$ 18,000
Code Enforcement	\$ 375	Monthly	12	\$ 4,500
GIS/Addressing	\$ 230	Monthly	12	\$ 2,760
BTRs	\$ 300	Monthly	12	\$ 3,600
Import Hx Data	\$ 110	per hour	0	\$ -
Incidentals - On-site Visits	\$ 2,500	per visit	1	\$ 2,500
Incidentals - ACH first vendor	\$ 100	per setup	0	\$ -
Incidentals - ACH add'l vendors	\$ 500	per setup	0	\$ -
				<u>\$ 61,360</u>

C. Level of Service (LOS): Service levels are expected to improve with a more intuitive software that data shows better fits the needs of the City of Destin.

D. Legislative Sponsor: Councilor Torey Geile

III. CONCLUSION: Adopting MyGovernmentOnline (MGO) will replace the Tyler Energov software and is expected to be:

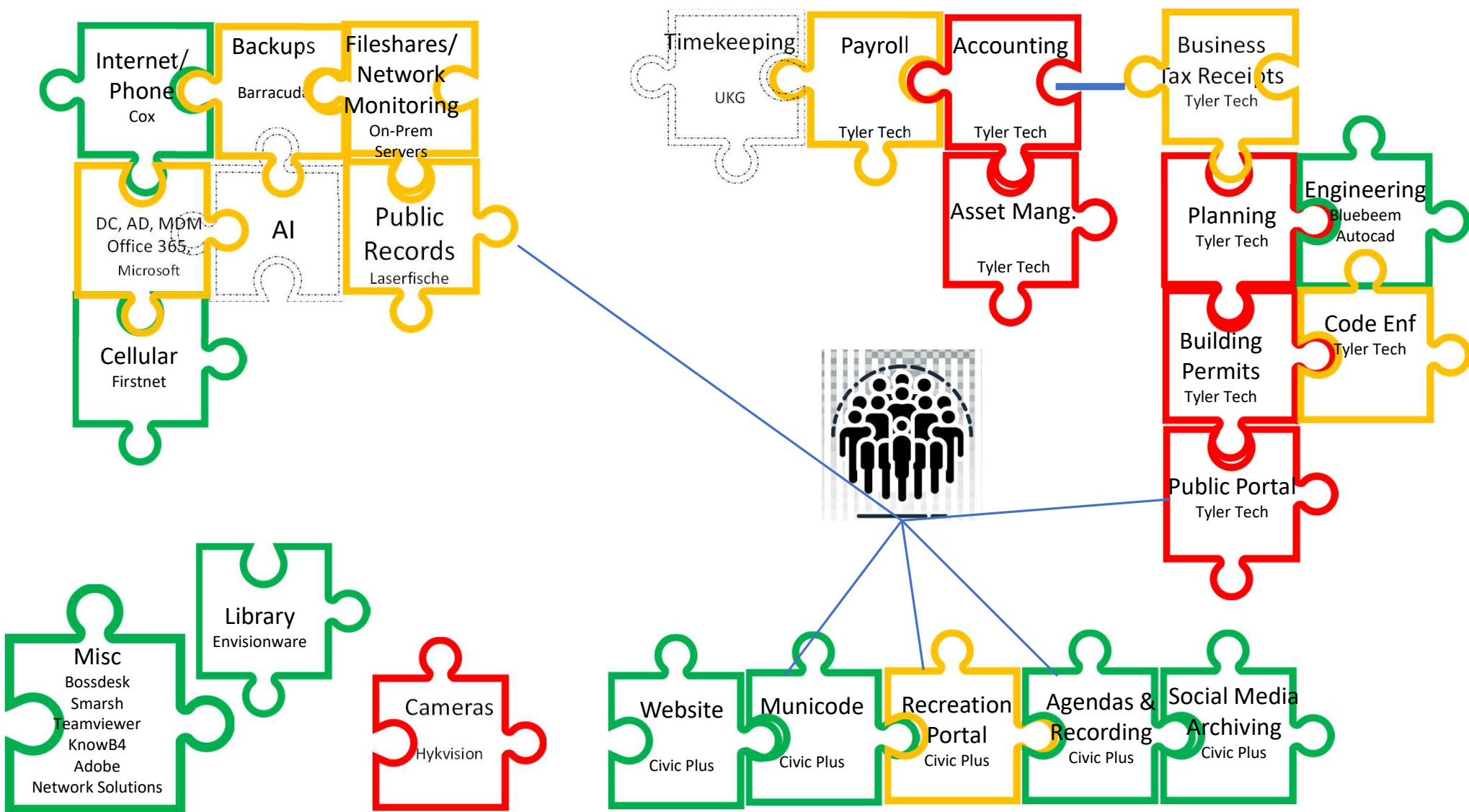
- (1) more customer-friendly product and easy to navigate
- (2) have a smoother implementation and transition
- (3) be capable of strong local (City staff) IT support.

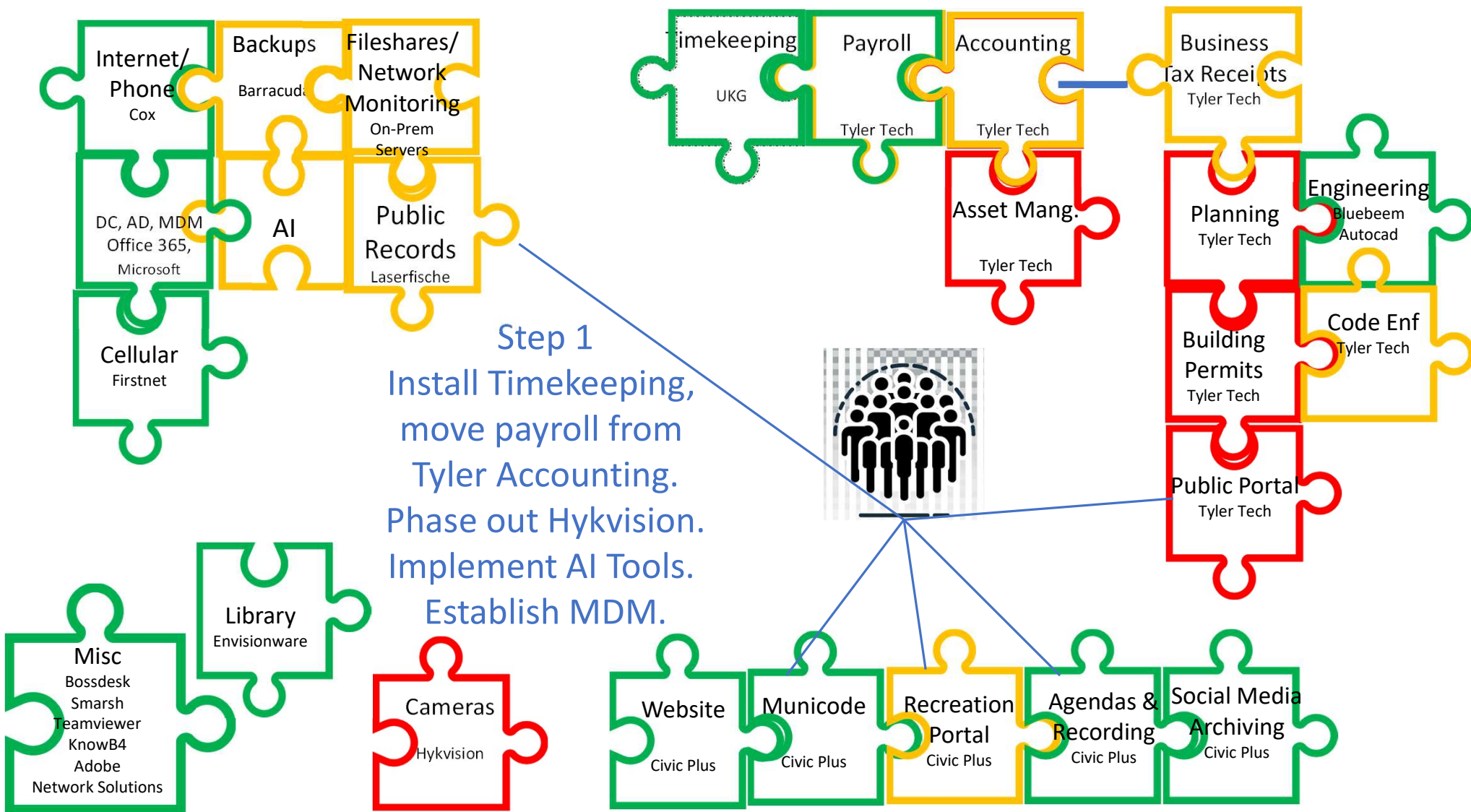
It will also be substantially less expensive. Approval of this motion ensures the best software for our City is put in place to serve our citizens.

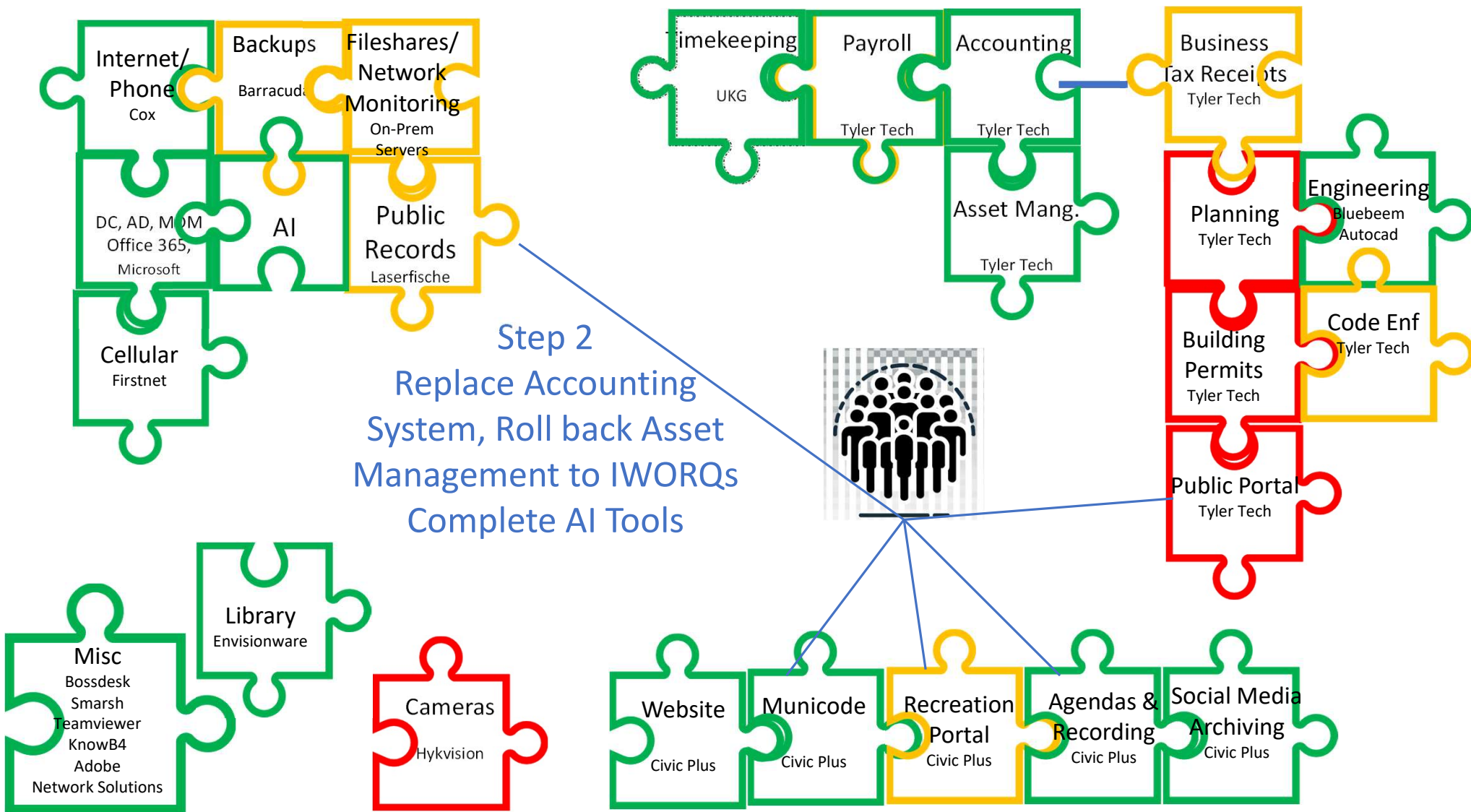
IV. RECOMMENDED MOTION: I move to approve the adoption of MyGovernmentOnline (MGO) and authorize the City Manager to execute the agreement with SCPDC at a monthly fee as set forth in the draft agreement.

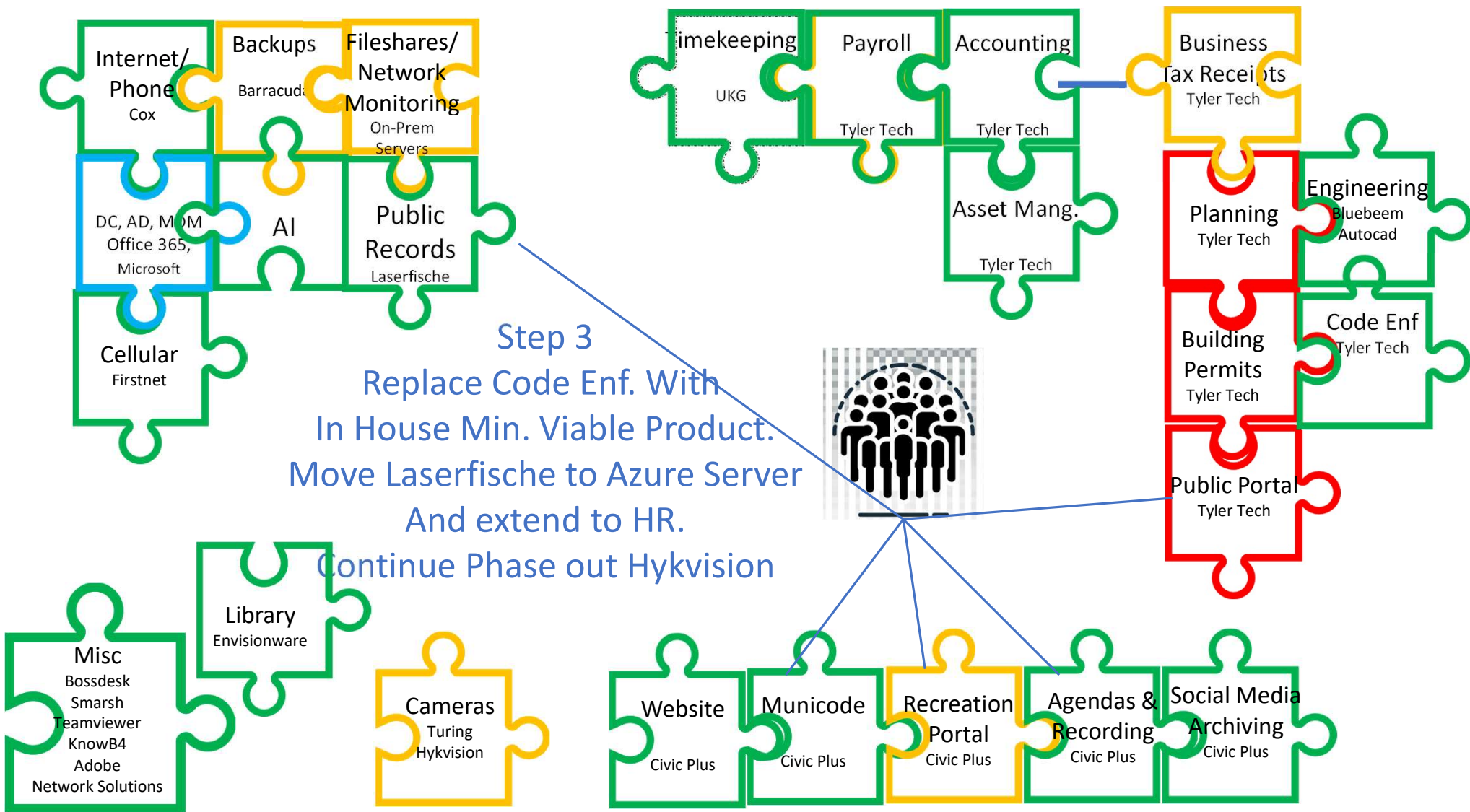
Attachments:

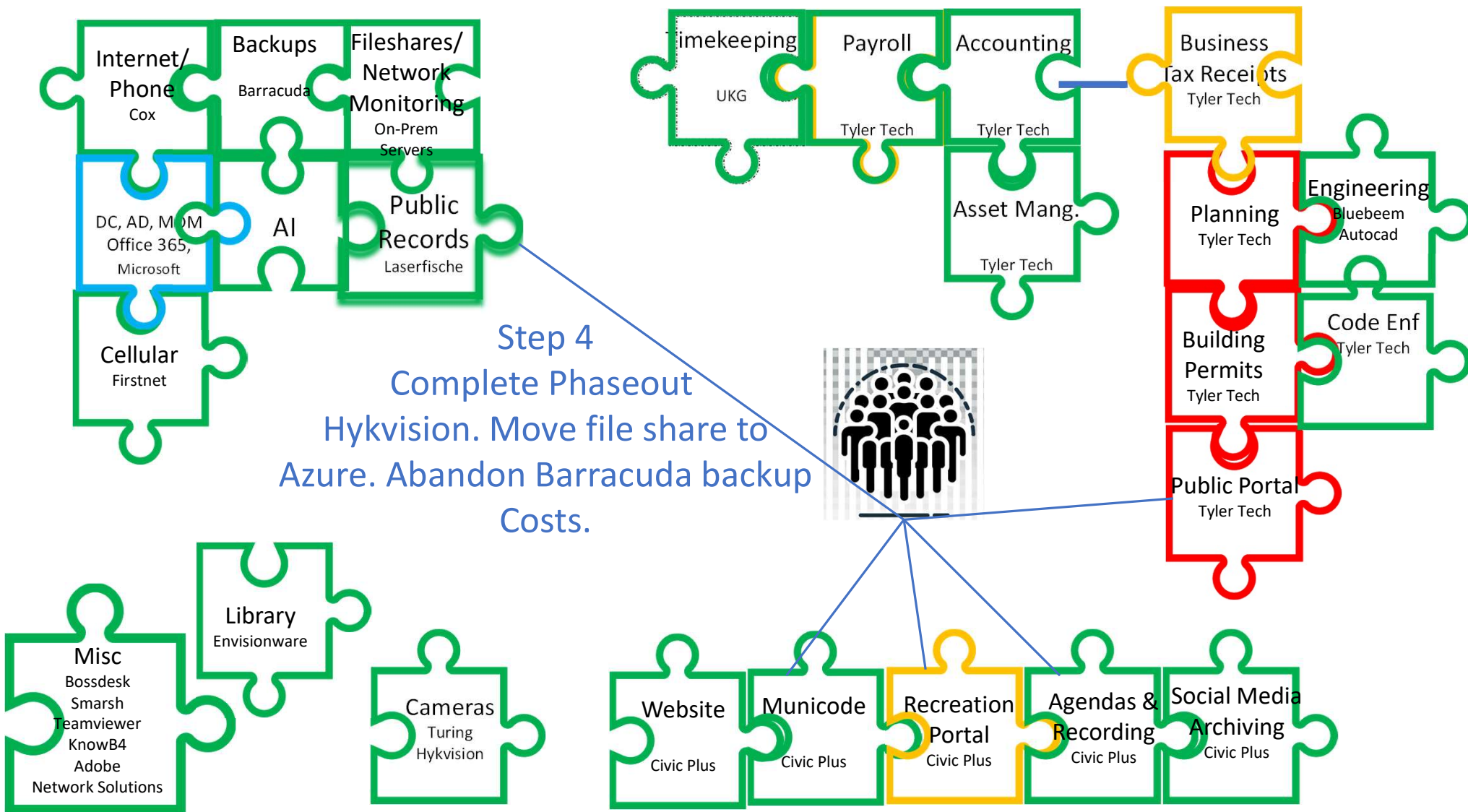
1. Heatmap
2. The Process Taken in choosing MGO
3. Survey Design, Methodology, and Responses
4. The Process Ahead
5. MGO and City of Destin FL - ILA Draft May 2024
6. Tyler Tech Notice signed CM with Certified

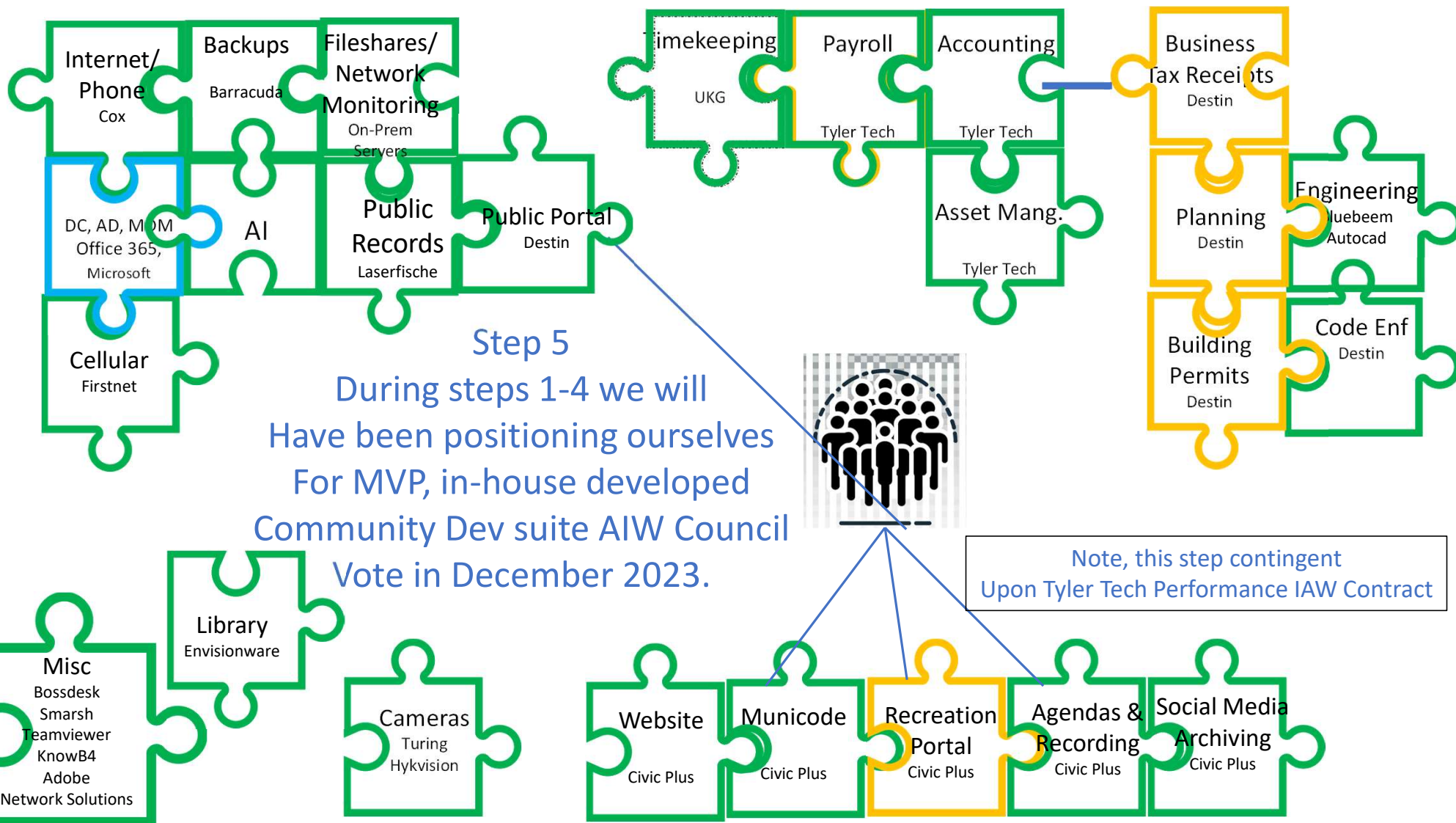


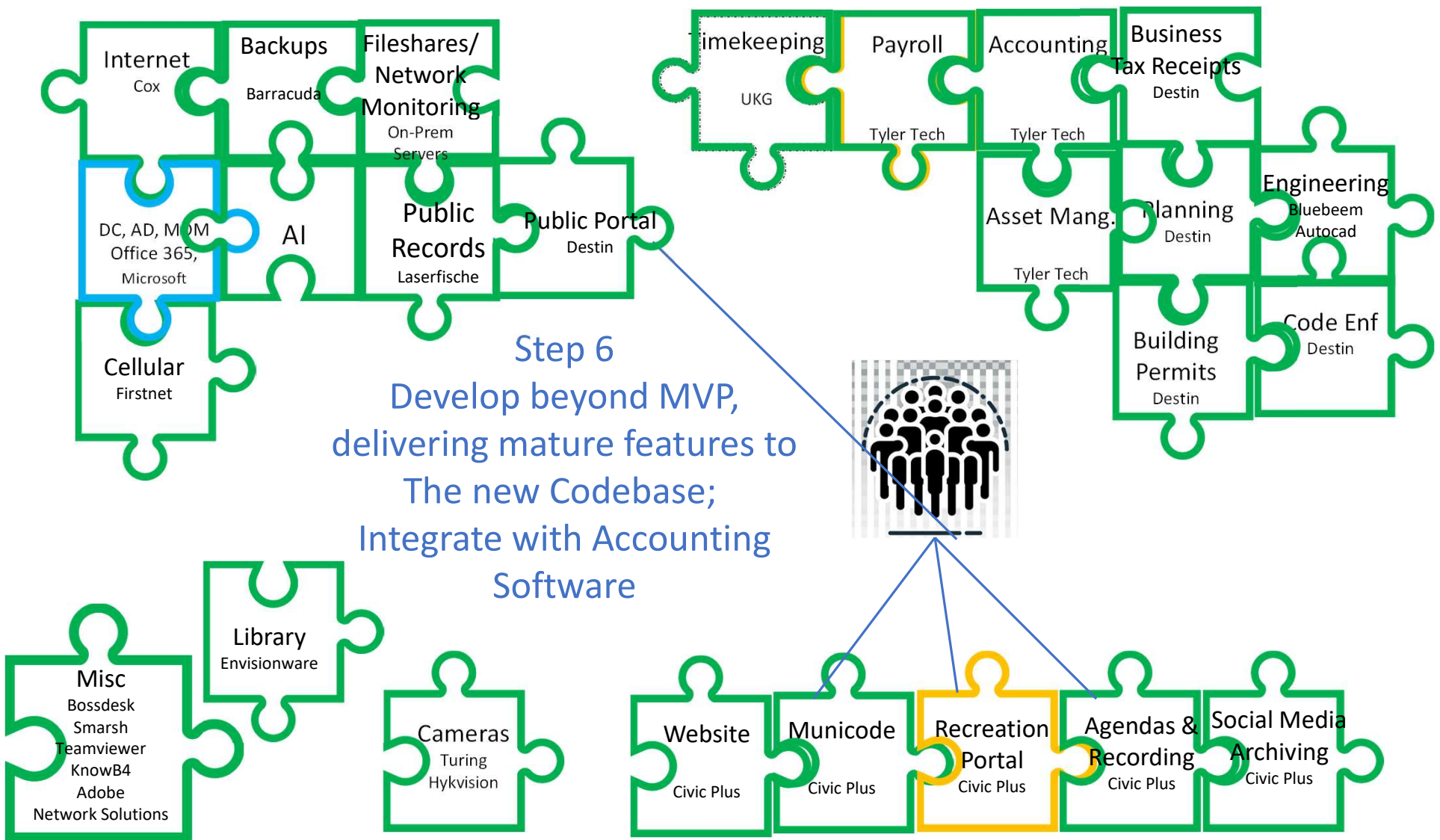












The Process Taken

Identify the Need for New Software



12/23 First Discussion with Council (decision to piggyback instead of RFP)



01/24 List and contact Potential Vendors (eight total were engaged)



01/24 Interview with Potential Vendors (First Meeting)



02/24 Second Discussion with Council



04/24 Introduce Legislative Sponsors (Second Meeting)



04/24 Third Discussion with Council



05/24 Internal Staff Debate



05/24 Public Forum with Selected Candidate (Third Meeting)



05/24 Public Survey



06/24 Internal Staff Debate



06/24 Additional Interview with Selected Candidate (Fourth Meeting)



07/24 On-Site Visit to Fort Walton Beach



07/24 Internal Staff Discussions and Final Consensus



07/24 Preparation of Piggyback Contract



07/24 Final Discussion with Council (Happening Now)

Survey Design...

NEW SOFTWARE END USER TESTING – SURVEY DESIGN

Verifying Destin's new System will serve its customer base well.

ABSTRACT

We wish to document our method for evaluating a new Permitting and Licensing software platform by the customer base who will be using it. The method we propose makes use of a specific feature that attempts to compensate for the inherent difficulty in studying the subjective nature of such evaluation by human test participants. This feature is the assumption that verbalizing intuition in advance primes a test participant to use that intuition more effectively subsequent decision making.

THE EXACTNESS POSSIBLE

This Survey cannot produce exact results. But the fuzziness of the results should not be taken to imply they are useless, any more than the in-exactness possible from a public speaker indicates her art is of no use to a public assembly. The acceptance of the new Software platform is, and will be, entirely dependent upon the perceptions of the public who use it, which are fuzzy by nature. Therefore, it is necessary to study it despite the inherent fuzziness.

THE AVAILABLE RESOURCE

The attention span, time, and energy our test participants are willing to give is expected to be limited. Whatever method is chosen, it must be deliver its results with minimal impact on the test participants business time. An online meeting demonstrating the system with a Q&A session, followed by and 7 question survey, is estimated to fall within the range of available resource for our participants.

THE ESSENCE OF USER TESTING AND THE METHOD PROPOSED

The essence of a User Test is the users' subjective report of the usability of the system they are testing. It asks the essential question: do I think this is a good system? Yes/No. But since subjective reports do not admit of the exactness necessary for adequately evaluating a software platform, we propose to use the phenomena of "priming" to assist users in verbalizing their intuition about what a good system *is to them* in advance of asking the essential question.

PSYCHOLOGICAL PRIMING AS A TOOL

There is clear experimental evidence for a process called "priming" which we might make use of for translating the "fuzzy" intuition of participants, leading to improved clarity and confidence in decision-making. One famous example of priming is the experiment conducted by John Bargh and colleagues¹ where participants were primed with words related to old age (like "Florida," "forgetful," "bald," "gray," or "wrinkle"). The study found that after the priming, participants walked slower when leaving the experiment room, compared to those who were not primed with such words. This effect was subconscious, demonstrating how subtle cues can influence behavior. Another example was conducted by Robert Emmons and Michael McCullough.² In their study, participants who kept weekly gratitude journals exercised more regularly, reported fewer physical symptoms, felt better about their lives as a whole, and were more optimistic about the upcoming week compared to those who recorded hassles or neutral life events. These studies are part of a broader area in psychology that explores how subtle influences can shape our actions and attitudes without our conscious awareness.

The priming examples demonstrate how exposure to certain ideas or concepts can subconsciously influence subsequent behavior and attitudes. In the context of our survey design, we aim to use priming in a similar way. By asking participants to verbalize their intuitive ideas about what makes a good system (through priming questions), we are essentially 'exposing' them to their own criteria. This exposure is expected to make those criteria more salient in their minds when they evaluate the specific system being demonstrated, just as the priming words influenced the participants' behavior in the walking speed experiment or the gratitude journals influenced the participants' attitudes and actions in the second example.

SURVEY DESIGN

The seven question Survey below is designed with 5 priming questions, designed to “dig” into the users ideas (intuition) of what a good system is. They serve as a brief exercise in Socratic questioning, aimed at helping participants think a little deeper about what a good system is to them. Having brought those intuitive ideas to the fore through the process of verbalization, a certain “priming” has occurred. The survey follows up right then with the essential question, and then a space where the user can clarify their final thoughts. These seven questions are expected to take just a few minutes to respond to.

1. Critical Features: "What are the essential features a permitting system needs to support your work effectively in Destin?"
2. Past Experiences: "Describe a situation where a permitting system significantly helped or hindered your work. What made the difference?"
3. Ease of Use: "What does 'ease of use' mean to you in a permitting system? Is it about time efficiency, accuracy, reducing repetitive tasks, or something else?"
4. Frustrations: "Recall a frustrating experience with a permitting system. What could have improved that experience?"
5. Support Expectations: "What do you expect from a software provider in terms of support and training?"
6. Evaluation: "Reflecting on your answers, does the demonstrated system qualify as a 'good' system for Destin? (Yes/No)"
7. Reasons: "Why or why not? Please provide specific examples from the demo."

The Survey is available at the following link, and optimized for use on any device (PC, Tablet, Smartphone). <https://www.surveymonkey.com/r/WH3YYQC>, and the link will be provided to participants during the online session, right after the demo. Additional participants may be included if needed by supplying them with a link to the recorded session and survey. The more participants we find, the better we address statistical “law of small numbers”. But quantity of participants should not be allowed to overshadow quality of participants. City Staff has identified 20 participants that it things, based on knowledge of process, are representative of Destin’s commercial contracting community that will compose the largest user base of the new system. The participants chosen are as follows:

User Acceptance Testing List

Permitting Module (External):

Mike Koran
Dave Rocca
Torey Geile
Marcie Bell
Mike Buckingham
Bob Black
David Meyer

Plan Module (External):

Scott Jenkins
Ed Stanford
Katie Watson
David Smith
John Green

License Module (External):

Susan Destin
Carrisa Harbarger
Ksenia Howsden
Sue Miller
Steve Rogers

Permitting/Plan/Code/License (Internal):

Jennifer Hutson
Sue Schumaker
Sherry Burney
Daniel Butler
Tina Deater
Dinah Kurtz
Joe Bodi
Brian Davis
Brian Eager
William Morales

CONCLUSION

While we acknowledge this approach cannot be called purely empirical, and that numerous exceptions may be taken with our methodology, we propose that this form of “priming” by asking participants to verbalize their intuition in advance of responding to the essential question (is this a good system? Will it work for Destin?), makes good use of currently available psychology, and delivers it in a way that can inform the City of Destin’s final decision on a new Permitting and Licensing system.

¹*Sherman, J. W. (1996). Development and mental representation of stereotypes. Journal of Personality and Social Psychology, 70(6), 1126–1141. <https://doi.org/10.1037/0022-3514.70.6.1126>*

²Emmons, R. A., & McCullough, M. E. (2003). *Counting blessings versus burdens: An experimental investigation of gratitude and subjective well-being in daily life*. *Journal of Personality and Social Psychology*, 84(2), 377-389. <https://greatergood.berkeley.edu/pdfs/GratitudePDFs/6Emmons-BlessingsBurdens.pdf>

Survey visual design...

Destin Permitting System Survey

Assessing Destin's new Permitting System

Help us refine Destin's new permitting system by first identifying key features of an effective system, then evaluating how well our demo meets these standards. Your insights are crucial.

1. What are the essential features a permitting system needs to support your work effectively in Destin?

2. Describe a situation where a permitting system significantly helped or hindered your work. What made the difference?

3. What does 'ease of use' mean to you in a permitting system? Is it about time efficiency, accuracy, reducing repetitive tasks, or something else?

4. Recall a frustrating experience with a permitting system. What could have improved that experience?

5. What do you expect from a software provider in terms of support and training?

6. Reflecting on your answers, does the demonstrated system qualify as a 'good' system for Destin? (Yes/No)

☐ Yes

☐ No

7. Why or why not? Please provide specific examples from the demo.

Done

Results....

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Wednesday, May 08, 2024 2:57:20 PM

Last Modified: Wednesday, May 08, 2024 3:42:51 PM

Time Spent: 00:45:30

IP Address: 66.210.216.210

Assessing Destin's new Permitting System

Q1

What are the essential features a permitting system needs to support your work effectively in Destin?

The ability to search records by address and parcel ID.

Q2

Describe a situation where a permitting system significantly helped or hindered your work. What made the difference?

Lack of auto correspondence with customer regarding status of a permit and or inspections creates an influx of calls to the office, which takes up additional unnecessary staff time. Having auto generated emails helps alleviate that.

Q3

What does 'ease of use' mean to you in a permitting system? Is it about time efficiency, accuracy, reducing repetitive tasks, or something else?

Ease of Use means, being able to Navigate the system with ease.

Q4

Recall a frustrating experience with a permitting system. What could have improved that experience?

Having a workflow that can easily be managed to adjust to different projects and scenarios.

Q5

What do you expect from a software provider in terms of support and training?

Expect them to be responsive in a reasonable time and training is a must.

Q6

Reflecting on your answers, does the demonstrated system qualify as a 'good' system for Destin? (Yes/No)

Yes

Q7

Why or why not? Please provide specific examples from the demo.

It appears to be fairly simple to use as an internal users and external user. It has the built in auto correspondence needed. Portrays to have great customer support.

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Wednesday, May 08, 2024 2:59:02 PM

Last Modified: Wednesday, May 08, 2024 3:07:06 PM

Time Spent: 00:08:03

IP Address: 66.210.216.210

Q1

What are the essential features a permitting system needs to support your work effectively in Destin?

easy workflow fro review and approvals.

Q2

Describe a situation where a permitting system significantly helped or hindered your work. What made the difference?

Mostly all permitting systems have helps process applications better than by paper file. But when the system is down and we cannot fix the problem, it just compounds the frsustration.

Q3

What does 'ease of use' mean to you in a permitting system? Is it about time efficiency, accuracy, reducing repetitive tasks, or something else?

reducing repetative tasks, and clear workflows where you do not need to cliA dozen checks boxes on another page just to finalize an approval.

Q4

Recall a frustrating experience with a permitting system. What could have improved that experience?

IT's ability to hit the "reset" switch.

Q5

What do you expect from a software provider in terms of support and training?

Continued partnership for both.

Q6

Reflecting on your answers, does the demonstrated system qualify as a 'good' system for Destin? (Yes/No)

Yes

Q7

Why or why not? Please provide specific examples from the demo.

The responses we recieved from current users were all generally positive. The only issue any one really had was with setup, but that is to be expected with any new system.

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Wednesday, May 08, 2024 2:47:47 PM

Last Modified: Wednesday, May 08, 2024 2:52:22 PM

Time Spent: 00:04:35

IP Address: 66.210.216.210

Q1

What are the essential features a permitting system needs to support your work effectively in Destin?

ease of use

Q2

Describe a situation where a permitting system significantly helped or hindered your work. What made the difference?

With Code Compliance, we need to be able to enter various information and look up information from other departments and know the STATUS of something

Q3

What does 'ease of use' mean to you in a permitting system? Is it about time efficiency, accuracy, reducing repetitive tasks, or something else?

It means all that you have listed

Q4

Recall a frustrating experience with a permitting system. What could have improved that experience?

previous tech support

Q5

What do you expect from a software provider in terms of support and training?

availability and sense on care and concern

Q6

Reflecting on your answers, does the demonstrated system qualify as a 'good' system for Destin? (Yes/No)

Yes

Q7

Why or why not? Please provide specific examples from the demo.

I felt that the presentation was done well, the speaker was passionate about it, came across as caring, and the demo made the system appear very easy to use

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Wednesday, May 08, 2024 2:33:17 PM

Last Modified: Wednesday, May 08, 2024 2:41:11 PM

Time Spent: 00:07:53

IP Address: 66.210.216.210

Q1

What are the essential features a permitting system needs to support your work effectively in Destin?

Proper access to data, which means reporting that is not limited to Inner Joins only, for example. We see this mistake all the time with systems, it limits everybody.

Q2

Describe a situation where a permitting system significantly helped or hindered your work. What made the difference?

The Tyler Energov system limited my work substantially because it took so much time to deal with issues. It's complexity is unmanageable.

Q3

What does 'ease of use' mean to you in a permitting system? Is it about time efficiency, accuracy, reducing repetitive tasks, or something else?

It means that when I want to do anything, I can find my way to it, either from whats before me on the screen, or from help documentation. When a system is so difficult to decipher in terms of what steps are needed to accomplish a task, it is essentially un-usable.

Q4

Recall a frustrating experience with a permitting system. What could have improved that experience?

When a system is supporting an engineering group or land use development code that is highly restrictive, it became very frustrating for the person I was working with. All she wanted to do was replace her drive way with pavers. But the LDC says she needs either a stormwater design by an engineer, or else an engineer to certify that what she is doing will not affect storm water runoff... even though the area of impervious surface is not being increased by more than a few Square Feet, and even though her subdivision's stormwater swales were likely built using calculations that assumed all homes would make all their area impervious. The customer was stuck.

Q5

What do you expect from a software provider in terms of support and training?

Respondent skipped this question

Q6

Reflecting on your answers, does the demonstrated system qualify as a 'good' system for Destin? (Yes/No)

Yes

Q7

Why or why not? Please provide specific examples from the demo.

MGO appears to resolve many of these issues, but as with any system - garbage in garbage out. An extremely complex set of laws, rules, and regulations is trying to be described by the exact methods of computer science and this is going to be difficult. Even a perfect software package will not resolve frustrations whose nature arises from other things like the complexity and rigidity of regulations. Perhaps this is a problem that cannot be solved.

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Tuesday, May 07, 2024 2:02:10 PM

Last Modified: Tuesday, May 07, 2024 2:09:46 PM

Time Spent: 00:07:36

IP Address: 104.28.97.21

Q1

What are the essential features a permitting system needs to support your work effectively in Destin?

As a citizen... the easiest of use... that makes it efficient and effective.

Q2

Describe a situation where a permitting system significantly helped or hindered your work. What made the difference?

See number 4 below.

Q3

What does 'ease of use' mean to you in a permitting system? Is it about time efficiency, accuracy, reducing repetitive tasks, or something else?

All of the above.

Q4

Recall a frustrating experience with a permitting system. What could have improved that experience?

There's not enough space. Just know that it took me several visits in one week to make application using the current system.

Q5

What do you expect from a software provider in terms of support and training?

As a citizen, simple support to navigate the site and/or app

Q6

Reflecting on your answers, does the demonstrated system qualify as a 'good' system for Destin? (Yes/No)

Yes

Q7

Why or why not? Please provide specific examples from the demo.

This system appears to be exactly what Destin citizens desire and the City itself needs from every example given.

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Tuesday, May 07, 2024 2:02:10 PM

Last Modified: Tuesday, May 07, 2024 2:09:46 PM

Time Spent: 00:07:36

IP Address: 104.28.97.21

Q1

What are the essential features a permitting system needs to support your work effectively in Destin?

As a citizen... the easiest of use... that makes it efficient and effective.

Q2

Describe a situation where a permitting system significantly helped or hindered your work. What made the difference?

See number 4 below.

Q3

What does 'ease of use' mean to you in a permitting system? Is it about time efficiency, accuracy, reducing repetitive tasks, or something else?

All of the above.

Q4

Recall a frustrating experience with a permitting system. What could have improved that experience?

There's not enough space. Just know that it took me several visits in one week to make application using the current system.

Q5

What do you expect from a software provider in terms of support and training?

As a citizen, simple support to navigate the site and/or app

Q6

Reflecting on your answers, does the demonstrated system qualify as a 'good' system for Destin? (Yes/No)

Yes

Q7

Why or why not? Please provide specific examples from the demo.

This system appears to be exactly what Destin citizens desire and the City itself needs from every example given.

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Tuesday, May 07, 2024 1:02:47 PM

Last Modified: Tuesday, May 07, 2024 2:06:50 PM

Time Spent: 01:04:03

IP Address: 72.215.46.51

Q1

What are the essential features a permitting system needs to support your work effectively in Destin?

user friendly. Self serve process. Step by step actions that guide the user through the process.

Q2

Describe a situation where a permitting system significantly helped or hindered your work. What made the difference?

Uploading files and cellphone friendly app.

Q3

What does 'ease of use' mean to you in a permitting system? Is it about time efficiency, accuracy, reducing repetitive tasks, or something else?

Intuitive workflow for the common resident. Guide them without needing to call the city.

Q4

Recall a frustrating experience with a permitting system. What could have improved that experience?

Not knowing all the permits across departments and government agencies

Q5

What do you expect from a software provider in terms of support and training?
same day return of basic needs. within the week for complex needs

Q6

Reflecting on your answers, does the demonstrated system qualify as a 'good' system for Destin? (Yes/No)

Yes

Q7

Why or why not? Please provide specific examples from the demo.

For so many reasons this is exactly what the City of Destin is missing from both permits and code. User friendly for those who are not familiar while professional and self serve most of their needs.erg

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Tuesday, May 07, 2024 2:02:18 PM

Last Modified: Tuesday, May 07, 2024 2:04:20 PM

Time Spent: 00:02:01

IP Address: 66.210.216.210

Q1

What are the essential features a permitting system needs to support your work effectively in Destin?

n/a

Q2

Describe a situation where a permitting system significantly helped or hindered your work. What made the difference?

n/a

Q3

What does 'ease of use' mean to you in a permitting system? Is it about time efficiency, accuracy, reducing repetitive tasks, or something else?

n/a

Q4

Recall a frustrating experience with a permitting system. What could have improved that experience?

n/a

Q5

What do you expect from a software provider in terms of support and training?
active involvement

Q6

Reflecting on your answers, does the demonstrated system qualify as a 'good' system for Destin? (Yes/No)

Yes

Q7

Why or why not? Please provide specific examples from the demo.

I liked everything about your platform in regard to code enforcement

The Process Ahead

```
graph TD; A[8/25 Kickoff] --> B[9/25-11/25 Workflow redesign and document discovery]; B --> C[12/25-5/25 Implementation and Testing]; C --> D[6/25 End of Tyler Tech Contract];
```

8/25 Kickoff

9/25-11/25 Workflow redesign and document discovery

12/25-5/25 Implementation and Testing

6/25 End of Tyler Tech Contract

INTERGOVERNMENTAL AGREEMENT FOR SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

1. PARTIES AND PURPOSE

1.1. City of Destin (“**Licensee**” or “**City**”), of 4200 Indian Bayou, Destin, FL 32541, a municipal corporation in Okaloosa County, Florida.

1.2. The South Central Planning and Development Commission (“**Licensor**” or “**SCPDC**”) is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study current issues affecting government, and provide services to business and citizens.

1.3. SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline (“**MGO**”) software (the “**SCPDC Software**”) and this contract is entered into among Licensee and SCPDC to license Licensee to use specified modules of the SCPDC Software under certain terms and conditions.

This INTERGOVERNMENTAL AGREEMENT (this “**Agreement**”) is entered into by and between SCPDC and Licensee, and describes the terms and conditions pursuant to which SCPDC shall license to Licensee the use of, and provide services and support for, certain Software, as defined below.

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

2. DEFINITIONS

2.1 “**CONFIDENTIAL INFORMATION**” means drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as “confidential information”, including all items defined as “confidential information” in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement, subject to Chapter 119, Florida Statute.

2.2 “**DOCUMENTATION**” means any on-line help files, instruction manuals, training materials, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time by SCPDC.

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2.5 **"MAJOR AND MINOR UPDATES"** shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, MGO version X.0 (major update) and MGO version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 **"SITE"** means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 **"SOFTWARE"** means the computer software programs and modules specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement, as enhanced, modified, corrected, upgraded, added, customized, or otherwise changed by SCPDC pursuant to the requirements of the Contract Documents.

2.8 **"USE"** means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 **"PERMIT"** shall mean any type of permit, including but not limited to, new service permits, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Agreement.

2.10 **"LICENSE FEE(S)"** shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

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3.2 DELIVERABLES. SCPDC shall provide an Internet accessible software service and solution that meets all the terms, conditions, specifications, and requirements set forth in this

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5. LICENSE FEE, COMPENSATION FOR SERVICES, & EXPENSES

5.1 **LICENSE FEE.** In consideration of the license granted pursuant to Section 3.1. Licensee agrees to pay SCPDC the annual License Fee specified in Schedule A. Payments and any interest on late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes.

5.2 **TAXES.** SCPDC and Licensee are both tax exempt entities and no taxes are expected from this transaction. The parties are exempt from paying sales tax. In no event shall the parties be liable for any personal property taxes which may otherwise be levied on the other or on any taxes levied on either parties' employees' wages or any other taxes which may otherwise be required to be paid by the parties under federal or state law.

5.3 **SERVICES.** SCPDC shall provide all services as described in "Schedule A" for the fees described in "Schedule A".

5.4 **EXPENSES.** License Fee and the fees for services do not include Reimbursable Expenses. SCPDC will provide Licensee with an estimate of Reimbursable Expenses in advance of making such expenditures. If Licensee approves the Reimbursable Expenses in advance, in Licensee's sole discretion, then Licensee shall reimburse SCPDC, within thirty days of submission of receipt/proof of expenditures from Licensor in an amount up to the estimate provided to Licensee in advance

Reimbursable Expenses shall mean expenses incurred directly in connection with the services performed pursuant to this Agreement by SCPDC for travel and transportation. Lodging, airline costs, and Mileage food reimbursement will be based on the Federal GSA per diem rate as found on GSA.gov. Travel expenses for car rental expenses shall be for actual cost.

- 5.5 **INVOICES.** All invoices under this Agreement shall be sent to the attention of
City of Destin
Attn: Accounts Payable
4200 Indian Bayou
Destin, FL 32541
Accountspayable@cityofdestin.com

Payment will be processed according to the regular payment procedures of the Licensee.

6. MAINTENANCE AND SUPPORT.

There shall be no separate fee for maintenance and support. The annual License Fee includes all maintenance and support described in this Agreement and Schedule C.

7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 **LIMITED WARRANTY.** SCPDC warrants for the term of the Agreement from the Effective Date (the "**Warranty Period**") the Software will perform to the satisfaction of the City under normal use. If during the Warranty Period the Software does not perform as warranted (a "**Non-Conformance**"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

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(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation unless such modifications, alterations or additions to the Software were made with the prior approval of Licensor;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 DISCLAIMER. EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 LIMITATION OF LIABILITY. The exclusive remedy available to the parties shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by duties owed by the other party under this Agreement.

7.4 ALLOCATION OF RISK. The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

8. CONFIDENTIALITY

8.1 CONFIDENTIAL INFORMATION. To the extent permitted by law and subject to Chapter 119, Florida Statutes,, each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. To the extent permitted by law, each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to public records request pursuant to applicable state statutes; (ii) already in the other party's possession and not subject to a confidentiality obligation; (iii) obtained by the other party from third parties without restrictions on disclosure; (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein shall prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 **INJUNCTIVE RELIEF.** In the event of actual or threatened breach of the provisions of Section 8.1 and 8.3, the non-breaching party may pursue its legal and equitable remedies.

8.3 **LICENSEE DATA.** In its performance of Contract Services, SCPDC may have access to certain records, data, or information that include the names, addresses, telephone numbers, or other confidential or private information pertaining to Licensee's customers ("**Licensee Data**"). SCPDC acknowledges and agrees that it does not have nor does it claim any ownership interest whatsoever in Licensee Data and that custody and title and all other rights and interests in Licensee Data are and shall remain in Licensee.

8.4 **RETURN OF LICENSEE DATA.** To the extent permitted by law, in the event of the termination or nonrenewal of this agreement, SPCDC warrants that Licensee's Data and any information stored by SPCDC as a result of Licensee use of the SCPDC Software will be delivered to Licensee.

8.5 **No Waiver of Sovereign Immunity.** Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City, its agents, employees, or elected officials, pursuant to Section 768.28, Florida Statutes.

5. **Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. SCPDC must comply with the public records laws, Florida Statute chapter 119, specifically SCPDC must:

A Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the SCPDC does not transfer the records to the City.

D. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the SCPDC or keep and maintain public records required by the City to perform the service. If the SCPDC transfers all public records to the public agency upon completion of the contract, the SCPDC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SCPDC keeps and maintains public records upon completion of the contract, the SCPDC shall meet all applicable requirements for retaining the public records. All records stored

electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE SCPDC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCPDC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DESTIN'S CITY CLERK'S OFFICE, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA, 32541; (850) 837-4242; CLERKSDEPARTMENT@CITYOFDESTIN.COM.

8.6 Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa City, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the City to file a lawsuit to enforce any term or provision under this Agreement, then the City shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels.

WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, SCPDC AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION ARISING FROM OR RELATED TO THIS AGREEMENT.

9. TERM AND TERMINATION

9.1 TERM. This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years following the Effective Date (“**Initial Term**”). The contract may be renewed for additional 12-month periods following the end of the Initial Term and following each subsequent annual term thereafter upon mutual written consent of the parties.

9.2 TERMINATION. This Agreement may be terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the

following month. ~~Additionally~~Additionally, after the initial 12 months for the established go live date, Licensee shall have the right to terminate this Agreement without cause and for convenience, without penalty, upon ninety (90) days prior written notice to Licensor. Should Licensee terminate this agreement for any reason, Licensee shall provide 90-day notice to SCPDC. SCPDC shall provide Licensee access to all stored data, documentation and confidential information produced by the Licensee.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("**Termination Events**") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees. Should SCPDC terminate this agreement for any reason, SCPDC shall provide 180-days notice to City.

9.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement except that City shall not be required to pay any amounts due after the Termination Date. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third-party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this Agreement, SCPDC warrants that the information stored by SCPDC as a result of Licensee use of the SCPDC Software will be available to Licensee.

10. NON-ASSIGNMENT.

Neither party may assign or otherwise transfer this Agreement nor any rights under this Agreement, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. NOTICES.

Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the City:	Louis Zunguze City Manager 4200 Indian Bayou Trail 850-837-4242 ljohnson@cityofdestin.com	With a copy to: Kimberly Romano Kopp City Attorney P.O. Box 5524 Destin, FL 32541 kkopp@romanokopplaw.com
If to the SCPDC:	South Central Planning And Development Comm'n 5058 West Main St. Houma, LA 70360 850- Email Address:	

12. MISCELLANEOUS

12.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such

party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of either party to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

12.7 PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of a party that is required before the other party may take an action may be granted or withheld in such party's sole and absolute discretion.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 APPLICABLE LAW. This Agreement will be interpreted and construed in accordance with the laws of the State of Florida and the United States of America, without regard to the conflict of laws principles.

12.10 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, in its sole discretion.

12.13 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.14 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations,

understandings and agreements, either oral or written, between the parties with respect to said subject matter.

12.15 **Representation of Authority.** The individual signing this Agreement on behalf of SCPDC represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the City that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the SCPDC and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF DESTIN

SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION “SCPDC”

By:

By:

Louis Zunguze, City Manager

Kevin Belanger
Chief Executive Officer

Date

Date

SCHEDULE A

INTERGOVERNMENTAL AGREEMENT

South Central Planning and Development Commission and Jurisdiction Government

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

SCPDC'S MyGovernmentOnline Software Modules available for subscription under this agreement are: Permits and Licensing, Planning & Zoning, Solution Center / Code Enforcement, Addressing / GIS Integration. Each of these modules is a separate chargeable option. All modules include unlimited user accounts, field work order system, project and document management features. Unlimited reporting services.

B. LICENSE FEE

1. MyGovernmentOnline:

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

		MONTHLY RATE			
Permit Volume	Overage Rate	Permits	Planning & Zoning	Code Enforcement	Addressing / GIS Integration
0 - 500	\$10.00	\$260.42	\$156.25	\$99.00	\$230.00
501 - 1000	\$10.00	\$500.00	\$300.00	\$99.00	\$230.00
1001 - 2000	\$10.00	\$958.33	\$575.00	\$143.75	\$230.00
2001 - 4000	\$10.00	\$1,833.33	\$1,100.00	\$275.00	\$230.00
4001 - 6000	\$10.00	\$2,500.00	\$1,500.00	\$375.00	\$230.00
6001 - 8000	\$10.00	\$3,166.67	\$1,900.00	\$475.00	\$230.00
8001 - 10000	\$10.00	\$3,750.00	\$2,250.00	\$562.50	\$230.00
10001 - 12000	\$10.00	\$4,250.00	\$2,550.00	\$637.50	\$230.00
12001 - 14000	\$10.00	\$4,666.67	\$2,800.00	\$700.00	\$230.00
14001 - 16000	\$10.00	\$5,000.00	\$3,000.00	\$750.00	\$230.00
16001 - 18000	\$10.00	\$5,250.00	\$3,150.00	\$787.50	\$230.00
18001 - 30000	No Overage	\$5,416.67	\$3,250.00	\$812.50	\$230.00

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the 4001-6000 Permit Volume package. It is understood this will be billed on a levelized billing system of \$2,500.00 monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction's permit volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

Other Fees:

Business Tax Receipts (BTR) – Project type to track all BTR information provide as a custom quote - \$300.00 monthly.

Authorized On-Site Visits: On-sites visits shall be authorized by the Licensee and will be reimbursed to the SCPDC for costs of lodging, meals, and transportation incurred during each visit. Reimbursements will be in accordance with the current U.S. General Services Administration (GSA) per diem rates applicable to the visit location. Additionally, a 10% administrative fee will be applied to the total reimbursable expenses.

Integration for online credit card or ACH transactions:

Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.

Historic Data Imports: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time is subject to a custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

SCHEDULE B
INTERGOVERNMENTAL AGREEMENT
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

EQUIPMENT SITE, USER NAME, AND
PERSONAL ACCESS PASSWORD

B.1. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for account creation requests. Upon completion of the forms the Licensee will return the forms via email to SCPDC and accounts shall be created in the system with information provided on the forms. Users can change the provided password after their first login to the Software. SCPDC shall maintain the confidentiality of the user name and personal access password of every Licensee official, employee, agent and contractor who has duties relating to the processing of Licensee permits and shall not release any such information to the public. Additional personal user names and personal access passwords shall be provided upon a submission of a User Creation form to SCPDC providing the user name and confirmation that the user is an official, employee, agent, or contractor of Licensee is supplied to SCPDC, which will become an addendum to this schedule.

B.2. The individuals holding the following positions are authorized by Licensee to submit requests to SCPDC for (1) the creation of new user names and passwords for Licensee officials, employees, agents, and contractors, and (2) for the deactivation of existing user names and passwords: System Administrator, Project Manager

SCPDC shall immediately comply with requests to create and deactivate user names and passwords. Licensee may change the names of the individuals authorized to submit requests by providing notice in accordance with Section 12 of this Agreement.

SCHEDULE C
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

MAINTENANCE AND SUPPORT

1.0 DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation but requires correction.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function or affects daily processing of permits.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software or a material functional component which causes the system to be down and not serving as designed, or has a significant revenue or operational impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address	Hours of Operation
5058 West Main Street	8:00 a.m. to 4:30 p.m. CST
Houma, LA 70360	

Contact Information

Tel: 1 866 957 3764	E-mail: support@mygovernmentonline.org
Ryan Hutchinson,	
Chief Technology Officer	

1.6. "SYSTEM AVAILABILITY" amount of time over a one-year period that the Software and system resources are available for Licensee's use.

2. TERM AND TERMINATION.

SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue until the Agreement is terminated.

3. MAINTENANCE AND SUPPORT SERVICES.

Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of Licensee Data. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyGovernmentOnline Software as they become available. SCPDC will convert Licensee's current permit data for use with SCPDC Software. SCPDC will perform customization of SCPDC Software as set forth in the Contract Documents. SCPDC will provide features in the SCPDC Software as set forth in the Contract Documents. SCPDC will provide support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports as set forth in the Contract Documents. Licensee shall not create add-ons or feature changes to that version or disclose the source code to any third party.

SCPDC agrees to comply with Licensee's remote access policies, procedures, and guidelines. SCPDC shall ensure that its employees comply with all of Licensee's remote access policies, procedures, and guidelines.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. During normal business hours, Licensee shall request support via the Response Center and Contract Procedures. After normal business hours, Licensee shall request support as provided in Section 3 above. SCPDC shall initially acknowledge receipt of a request for support within 15 minutes of SCPDC's receipt and shall contact Licensee within one hour of receipt. When contacting SCPDC, Licensee shall classify the problem based on the definitions set forth in Section 1 above. SCPDC shall not re-classify the problem without Licensee's prior approval. Maintenance and Support is available at the following Response Times:

- (i) Support Call (Tier 3): Issue resolved within the response time of three (3) hours or an agreed upon due date and time; SCPDC shall provide a patch or work-around the next day, and the problem shall be fixed or documented in next major product release
- (ii) Support Call (Tier 2): Issue resolved within the response time of six (6) hours; SCPDC shall provide a patch or work-around within five days, and the problem shall be fixed or documented in next major product release;
- (iii) Support Call (Tier 1): Issue resolved within one (1) business day, and the problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Major Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC. SCPDC

shall provide such software support and maintenance as may be necessary to maintain the Software in good operating condition and to meet the warranties set forth in the Contract Documents.

3.2.1 Unless otherwise agreed to by the parties, in addition to Major and Minor Updates, SCPDC shall make available to the Licensee all patches, upgrades, enhancements, new releases, new versions, and modifications developed by SCPDC for the Software at no additional cost. SCPDC shall ensure that all such Updates, patches, upgrades, enhancements, new releases, new versions, and modifications do not require modifications or reconfigurations to existing web presentation, workflows, or table values set up by Licensee. SCPDC shall provide release notes detailing Major changes.

3.2.2 At least thirty (30) days prior to release of Major Updates, SCPDC shall provide (1) training for the use of the updated Software and (2) relevant, customized user manuals and guides detailing the use of the updated Software.

3.2.3 Licensee shall request maintenance and support via the Response Center and Contact Procedure. All other notices required under this Schedule C shall be made pursuant to Section 12 of the Agreement.

3.2.4 The requirements set forth in Sections 3.2.1 and 3.2.2 shall not apply to emergency fixes and patches.

3.3 ON-SITE ASSISTANCE. When agreed to by Licensee and SCPDC, SCPDC can provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse SCPDC for all reimbursable traveling expenses and costs for board, lodging and meals as set forth in Section 5.4 of the Agreement. Licensee's prior written approval of any on-site support or maintenance and estimated travel expenses is required.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates, and SCPDC shall not perform any such services except with Licensee's prior written approval. Causes which are not attributable to SCPDC include but are not limited to:

3.4.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.4.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.4.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized

representatives, except for modification, alteration or addition or attempted modification, alteration or addition of the Software made by Licensee pursuant to procedures received from SCPDC for rectification of errors or malfunctions in the Software, said modifications authorized by SCPDC shall be in writing;

3.5.4 Software programs developed by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE.

SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 When necessary to identify or address errors or malfunctions with the Software, Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to remotely access the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software. Remote access shall only be granted pursuant to Licensee's remote access policies, procedures, and guidelines. Remote access shall be limited to the equipment on which the Software operates and SCPDC shall not be granted access to Licensee's other equipment or networks.

4.2 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

5. MAINTENANCE FEE.

For Licensee the maintenance fees are waived for the Initial Term and all renewals. The License Fees cover all costs for maintenance and support for the Initial and renewal terms of this Agreement.

6. ASSIGNMENT OF DUTIES.

SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's prior written consent, which consent shall not be unreasonably withheld or delayed.

7. PROJECT ABANDONMENT

Should SCPDC abandon development and support of the MyGovernmentOnline software suite and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of MyGovernmentOnline Software will be licensed to Licensee under an open-source license agreement such as for instance GNU. The specific open-source license agreement would be chosen by SCPDC at such time.

8. LICENSEE DATA.

SCPDC agrees that all data created by Licensee in the Software system belongs to Licensee and shall be subject to the terms and conditions set forth in the Agreement regarding Licensee Data.

Accepted:

City of Destin

By: Louis Zunguze, City Manager

Date: _____

South Central Planning and Development Commission

By: Kevin Belanger, Chief Executive Officer

Date: _____



Office of the City Manager

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-650-1241 | Fax: 850-650-0724 | www.cityofdestin.com

July 30, 2024

SENT VIA CERTIFIED MAIL

Tyler Technologies, Inc.

One Tyler Drive Yarmouth, ME 04096

Attention: Chief Legal Officer

Subject: *Formal Notice of Intent Not to Renew and Termination of Software Service Agreements*

Dear Chief Legal Officer:

This letter serves as formal notice of the City of Destin's intention not to renew and to terminate the Software Service Agreement dated June 17, 2022 ("**Agreement**"), effective at the end of the Initial Term on June 30, 2025. This termination of services will include all software currently provided by Tyler Technologies, Inc., to the City of Destin, including but not limited to:

Enterprise Service Requests
Asset Maintenance
Asset performance
My Civic
Forms Individual Work Order or Pick ticket Forms
Project Management
Conversations
Remote Implementation
AM -Work Order Asset
Enterprise Permitting and Licensing
SSRS Reporting
Munis (Enterprise Resource Planning System)
Tyler Assist
Tyler Detect
Tyler PACE Upgrade Assistance
Project Planning Services
Civic Access – Business Management
Civic Access – Community Development
Community Development Suite
e-Reviews
Enterprise Permitting and Licensing Core Foundation Bundle
Report Toolkit
Workforce Mobile
GIS
Content Management Core
Enterprise ERP Office
Forms Processing DOC Origin Software
Concurrent User Licenses
Accounting/GL/BG/AP
Capital Assets
Cash Management
Inventory
Project & Grant Accounting





Office of the City Manager

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-650-1241 | Fax: 850-650-0724 | www.cityofdestin.com

Purchase orders
Requisitions
HR Management
Payroll
Accounts Receivable
Business Licenses
General Billing
Business Management Suite

We appreciate the services and support provided by Tyler Technologies throughout our partnership. However, due to the difficulty of our customer base in accepting the software, numerous technical issues, and the high costs of service, we have decided not to renew the contract beyond the Initial Term. Section F(1) of the Agreement provides "Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees **unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term.**" (Emphasis added). Please consider this correspondence as formal termination more than sixty days prior to the end of the current renewal term, pursuant to Section F(1) of the Agreement.

As of the writing of this letter the City has not entered into agreements with any alternative vendors. However, we will need to do so soon in order to facilitate a smooth transition. It is our intent to fulfill all contract obligations. If there are any issues or concerns regarding our compliance or any outstanding matters, please bring them to our attention so we can work together to resolve them promptly. We are committed to ensuring a smooth transition and would appreciate your cooperation during this process. To that end, the City of Destin is soon to invest in the Tyler Assist Basic Program through April 2025, to help both Tyler and Destin move through this phaseout, and acknowledges that assistance Tyler has supplied under that very program this year. Our plan is to retrieve data from the Tyler Servers through our F5 VPN (where Tyler has set up .bak files for us) on a regular basis between now and June 30, 2025.

Please acknowledge receipt of this notice and confirm the steps we need to take to ensure a seamless termination process. We look forward to working together to address any issues and facilitate the transition.

Thank you for your attention and cooperation.

Sincerely,

Krystal Strickland
Acting City Manager
City of Destin
kstrickland@cityofdestin.com



CC: Andy Peters, IT Director
Kimberly Romano Kopp, City Attorney



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tyler Technologies, Inc.
Attn: Chief Legal Officer
One Tyler Drive
Yarmouth, ME 04096



9590 9402 8164 3030 7640 66

2. Article Number (Transfer from service label)

7017 3380 0001 1321 6841

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Laurie Pierce

☒ Agent☐ Addressee

B. Received by (Printed Name)

Laurie Pierce

C. Date of Delivery

8/2/24

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 19, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.B.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Andy Peters, Director of Information Technology
Krystal Strickland, Finance Director

DATE: August 14, 2024

SUBJECT: Approval of Purchase - New Accounting System (Aclarian)

I. BACKGROUND: During the past eight months Council has been reviewing the unfolding situation with Tyler Technologies. As we transition away from Tyler Munis, an alternative core accounting system for the City is required. After reviewing a number of alternatives, staff recommends the software package published by Aclarian LLC, out of Tampa Florida.

II. DISCUSSION: The transition away from Tyler Technologies involves two interlinked systems: Energov and Munis. This complicates the decision to phase out either system independently and requires careful planning.

According to staff interviewed, the Munis system has limited the finance department for a long time. Additionally, recent changes in accounting regulations demand more complex business analysis capabilities, which Munis lacks. Finally, Tyler Technologies has not provided effective solutions to these issues without introducing additional costs for new systems in which City Staff lacks confidence.

After reviewing various accounting packages to meet the specific needs of the Finance Department, Aclarian has emerged as the preferred choice. Staff now seeks approval to enter into a three-year contract with Aclarian for Financial and Budgeting Module services. Aclarian is available through the NASPO Carasoft State Procurement Pricing. Staff proposes entering into a contract directly with Aclarian at the State Pricing - a piggyback.

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

B. Effect on Budget (EOB): 1) Implementation

\$97,870 a not-to-exceed figure for implementation will be encumbered against the FY 2024 Budget so work can begin as soon as possible. This fee is primarily based

on time, and after the initial deposit of 20% will then be charged on a pay-as-you-go per hour basis until implementation is complete. The not-to-exceed amount includes a contingency.

Effect on FY 2024 Budget:

	30558500-565000-
	IT003
	GF Software
	Implement
FY 24 Adopted Budget*	85,000
Revised Budget	97,870
Previous Expenses/Encumbrances	-
Available Program Budget	97,870
Potential Agreement +(-)	(97,870)
FY 24 Remaining Program Budget	\$ -

**FY 24 Adopted Budget includes Budget for Prior Year Encumbrances*

2) Annual Software as a Service (SaaS) fee

\$37,420 is the annual Aclarian SaaS fee, based upon up to 25 users. We anticipate staying at this rate and level for three years, beginning in fiscal year 2025. The exact start date will be determined after implementation is underway. As this is a stable, multi-year Subscription Based IT Agreement (SBITA), the full 3-year amount will be recorded as a governmental expenditure upon lease inception, and expensed annually as principal and interest payments using the City's implicit weighted average cost of capital rate. The contract provides the opportunity for four (4) additional one-year terms. We may terminate this agreement without penalty, after the initial 3-year term, with 90 days notice.

Effect on FY 2025 Budget:

01300-383100 Lease (SBITA) Initiation \$111,720

FY 2025 SBITA Payment:

0151791-571001 Principal \$34,591

0151791-572001 Interest \$2,649

C. Level of Service (LOS): Improvement in Finance Department processes.

D. Legislative Sponsor:

III. CONCLUSION: Approving the transition to Aclarian for Financial and Budgeting Module services will address the current limitations of the Munis system and meet the evolving needs of the Finance Department.

IV. RECOMMENDED MOTION: I move that the Council direct the City Manager to proceed to enter into a three-year contract with Aclarian for the provision of Financial and Budgeting Module services.

Attachments:

1. Software License Agreement and Pricing, Aclarian

Aclarian Software as a Service (SaaS) Agreement

This Software as a Service (SaaS) Agreement (“Agreement”) is made and entered into between Aclarian LLC, a Florida limited liability company (“Licensor” or “Aclarian”), and the City of Destin (“Licensee” or “City”). Either party may be referred to individually as the “Party” or collectively as “the Parties.”

WHEREAS:

Licensor owns all right, title, and interest in the Software (as defined below); and

Licensee desires a license to use the Software.

NOW, THEREFORE:

The Parties have agreed to the following terms and conditions:

I. Definitions. Terms used in this Agreement have the following meaning:

- a. “Proprietary Information” shall be defined as all proprietary or non-public information owned or created by Licensor, including the Software, and any know-how, trade secrets, data, materials, inventions, copyrights, trademarks, or discoveries that are necessary or substantially related to the Software.
- b. “Software” shall be defined as the accounting program known as “Aclarian,” and any software products related thereto provided by its affiliated subcontractors or third-party vendors, including but not limited to human resources and payroll related software, as well as any technical information or documentation relating thereto.

II. Grant of License.

- a. **Scope of License.** Licensor grants to Licensee a non-exclusive, limited license to use the Software solely for the internal business purposes of employees of Licensee that are involved in the accounting, financials, and operations of Licensee. Licensee’s rights in the Software shall be limited to those expressly granted in this Agreement. Licensee shall not distribute, rent, resell, lease, sublicense, or otherwise disclose or transfer the Software to any third party (including but not limited to competitive businesses) without Licensor’s express written consent, and subject to additional license fees. Licensee shall not modify, reverse engineer, decompile, or create derivative works of the Software. Any use which exceeds the scope of the license grant shall constitute a breach of this Agreement, and shall be subject to emergency injunctive relief and the payment of any related attorneys’ fees and court costs incurred by Licensor. Licensor acknowledges that Licensee shall be the sole and exclusive owner of the financial, accounting and customer information input into the Software for Licensee’s use.
- b. **Maintenance and Support.** For the duration of this Agreement, Licensor will provide, at no charge to Licensee, maintenance and support. Maintenance refers to modifications, such as patches, corrections, and updates, as needed to ensure the software is functioning as intended. With regard to Support, Licensor shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to resolving errors. An error is defined as a verifiable and reproducible failure of the Licensor’s software product to operate as intended under normal use, and where the error is directly attributable to the Licensor’s software product as updated with current modifications. Support is available through the interactive “Help” feature within the Licensor’s software.

Support does not include implementation of the Licensor's standard software product, onsite or remote training, adding, deleting or modifying data entered into the Software due to error or omission by the Licensee, or development and installation of custom enhancements specifically requested by the Licensee in addition to the standard software product. Pricing for implementation services, onsite and remote training, and custom enhancements is disclosed in Exhibit A.

III. **Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Licensor must comply with the public records laws, Florida Statute chapter 119, specifically Licensor must:

A Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Licensor does not transfer the records to the City.

D. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Licensor or keep and maintain public records required by the City to perform the service. If the Licensor transfers all public records to the public agency upon completion of the contract, the Licensor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensor keeps and maintains public records upon completion of the contract, the Licensor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE LICENSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DESTIN'S CITY CLERK'S OFFICE, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA, 32541; (850) 837-4242; CLERKSDEPARTMENT@CITYOFDESTIN.COM.

IV. Term and Termination.

- a. Term. The Licensee's initial subscription period of three (3) years ("Initial Term") will occur on the date that one or more modules of the Software becomes available for use ("Effective Date"). This Agreement may be renewed by mutual written agreement of the parties for four (4) additional one (1) year terms, provided the parties execute such mutual written agreement on or prior to the anniversary of the Effective Date, and on the anniversary of the Effective Date each year thereafter, for any subsequent one (1) year term(s) ("Renewal Term" and collectively with Initial Term, the "Term"). Minimum of three (3) year's subscription.
- b. Termination. A party may terminate this Agreement upon the other party's material breach which is not cured within thirty (60) days of receipt of written notice reasonably describing the breach. The Licensee may terminate this Agreement for convenience, without penalty, at any time after the Initial Term with ninety (90) days prior written notice to Licensor. In the event of Termination, Licensee shall pay Licensor for all Fees through the Termination date on a pro rated basis, based on the number of months elapsed and number of months remaining within the term
- c. Upon termination, Licensor shall disable Licensee's account on the Licensor's web-based software application. Upon request, Licensee's data may be extracted from the software and provided to Licensee in a manner and format agreed upon by both parties. Pricing for data extraction services is disclosed in Exhibit A. However, there shall be no charge to the Licensee for data extraction services in the event the Agreement terminates at the end of the Initial Term or any Renewal Term.
- d. Sixty (60) days prior to the end of the Initial Term or any Renewal Term, Licensor may increase the Fees by an amount not to exceed 5% annually, at the discretion of the Licensor.

V. Payment.

- a. In exchange for the grant of license to use the Software as outlined herein, Licensee agrees to pay the subscription fees and implementation costs ("Fees") outlined on attached **Exhibit A – Pricing Schedule**. Implementation shall not begin until a non-refundable deposit payment for implementation services is received, which shall be equivalent to twenty percent (20%) of the total estimated cost of implementation. Software subscription fees will be invoiced on or around the Effective Date and then each year thereafter, subsequent to the Effective Date. If Licensee desires to increase its subscription package to allow for additional users, the resulting increase in the subscription cost will be prorated based on the number of months elapsed and number of months remaining within the annual subscription term. Implementation fees will be billed monthly based on time incurred at the rate disclosed in **Exhibit A**. If implementation fees are based on a fixed payment schedule, then such fees will be billed monthly based on the percentage of completion by module, multiplied by the total cost of implementation per module, as disclosed in **Exhibit A**.
- b. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statute § 218.70 et.seq., which states the Contracting Party's rights and the City's responsibilities concerning interest, penalties, and time limits for payment of invoices.
- c. To the extent onsite involvement is necessary, additional travel and per diem reimbursement expenses will apply to this agreement in accordance with IRS mileage reimbursement. Per diem rate is \$55 per Aclarian consultant per day. If hotel accommodations are needed, the City will reimburse Aclarian based on actual costs incurred.

VI. Data Security and Privacy.

- a. In the course of providing the Software and related services under this Agreement, Licensor will employ information security and physical security safeguards, procedures and practices to protect the privacy and security of Licensee's data that Licensor receives, accesses, uses, creates, or discloses. Such safeguards shall be at least equal to industry standards and be reasonably appropriate to protect against accidental or unlawful destruction, loss, alteration or unauthorized third party disclosure or access of Licensee's data. Licensor shall make a good faith effort to detect, respond to, and mitigate data security incidents, and to notify Licensee of any such incidents involving Licensee's data as soon as reasonably practicable and in accordance with applicable laws.

VII. General.

- a. Modifications and Additions. No modifications or additions to the terms and conditions of this Agreement shall be binding unless in writing and acknowledged by both Parties.
- b. Limitation of Remedies. The exclusive remedy available to the parties shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by duties owed by the other party under this Agreement.
- c. Enforcement of Agreement. In the event that either Licensor or Licensee is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- d. Governing Law. This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement that remains unresolved after mediation may seek remedies in a court of competent jurisdiction. Venue for any disputes under this Agreement shall be in the circuit courts of Okaloosa County, Florida.
- e. Assignment. This Agreement may not be assigned without the prior written consent of the other party.
- f. Indemnification. To the extent permitted by applicable law, and without waiving sovereign immunity and its notice requirements and monetary limitations, as provided in s.768.28, Florida Statutes, each party will indemnify and hold harmless the other party and its agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by the other party's negligence or willful misconduct; or (b) the other party's violation of a law applicable to its performance under this Agreement. Each party is required to notify the other party promptly in writing of the claim and upon the indemnifying party's request, will give the indemnifying party sole control over its defense or settlement. The parties agree to provide each other with reasonable assistance, cooperation, and information in defending the claim at Licensee's expense.
- g. Piggybacking. It is understood and agreed by Licensor and Licensee that any governmental entity may purchase the services specified herein (Aclarian Agreement) in accordance with the prices, terms, and conditions of the Master Agreement No: AR2472. It is also understood and agreed that each local entity will establish its own contract with Aclarian, be invoiced therefrom and make its own payments to Aclarian in accordance with the terms of the contract established between the new governmental entity and Aclarian. It is also hereby mutually understood and agreed that Licensee is not a legally bound party to any contractual agreement made between Licensor and any entity other than Licensee.

- h. Notices. All notices provided in connection with this Agreement will be in writing, and will be delivered by (i) certified or registered mail, postage prepaid and return receipt requested or (ii) courier and will be deemed effective upon receipt at the address set forth above, or (iii) by e-mail with return receipt requested.
- i. **Severability.** If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.
- j. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.
- k. **Representation of Authority.** The individual signing this Agreement on behalf of Licensor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the City that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Licensor and enforceable in accordance with its terms.
- l.

To Licensee:

The City of Destin, Attn: Louis Zunguze
4200 Indian Bayou Trail
Destin, FL 32541
lzunguze@cityofdestin.com

With a copy to:
Kimberly Romano Kopp, City Attorney
P.O. Box 5524
Destin, FL 32541
kkopp@romanokopplaw.com

To Licensor:

Aclarian LLC, Attn: Andrew Laflin
4240 W Morrison Ave, Tampa, FL
33629 alaflin@aclarian.com

- m. IN WITNESS WHEREOF, each of the Parties have caused its duly authorized representatives to execute this Agreement as of the date below.

Licensor

Licensee

Name: Andrew Laflin

Title: President

Date: _____

Date: _____

Name: Louis Zunguze

Title: City Manager

Date: _____

Date: _____

EXHIBIT A - PRICING SCHEDULE



ACLARIAN

ACLARIAN SOFTWARE STANDARD PRICING MODEL

SUBSCRIPTION & IMPLEMENTATION FEES

Name	Description	NASPO Contract Pricing	
Annual User Package	Up to 25 Users	\$	37,240.00
Implementation Services - Hourly Rate	Project Manager	\$	269.50
Implementation Services - Hourly Rate	Senior Consultant	\$	245.00
Implementation Services - Hourly Rate	Consultant	\$	220.50
Implementation Services - Hourly Rate	Senior Software Engineer	\$	247.50
Implementation Services - Hourly Rate	Software Engineer	\$	202.50

ESTIMATED IMPLEMENTATION FEES BY MODULE - PHASE I IMPLEMENTATION

Name	Implementation Cost
Environment, User, Workflow Setup	\$ 4,500.00
General Ledger	\$ 9,700.00
Purchasing (Includes Vendor Web Portal)	\$ 10,200.00
Payments	\$ 9,400.00
Misc Billing & A/R	\$ 5,800.00
Projects & Grants	\$ 2,250.00
Cashiering	\$ 2,100.00
Treasury Management	\$ 3,450.00
Budgeting	\$ 8,600.00
Capital Assets	\$ 7,950.00
Inventory (Supplies, etc.)	\$ 6,800.00
Reporting & Transparency (Excludes Financial Transparency Site)	\$ 2,100.00
Interfaces (Banking, Payroll, Community Development)	\$ 12,250.00
Contingency (15%)	\$ 12,770.00
Total:	\$ 97,870.00

POST-IMPLEMENTATION SERVICES

Maintenance & Support	Cost	Other Software Services*	Cost
Helpdesk Support Team	Included in Subscription	Software Engineer & Consultant	\$225 per hour
Outsourced Services (Optional)	Cost	Outsourced Services (Optional)	Cost
Senior Accountant & Consultant	\$202.50 per hour	Accountant & Consultant	\$135 per hour
Optional Services & Fees	Description	Cost	
Auto-Pay Processing - Mailed Checks	Print & Mail Service for Paper Checks	\$0.75 plus postage**	
Auto-Pay Processing - Direct ACH	Direct ACH File Transmission to Designated Bank	No Charge	
Form 1099 Processing	Form Generation & Federal Filing	\$0.95 / Form	
Form 1099 Processing	State Filing	\$0.95 / Form	
Form 1099 Processing	Mail Copies to Recipients	\$1.95 / Form	

* Post-implementation Other Software Services includes onsite or remote training, adding, deleting or modifying data entered into the Software due to error or omission by the Licensee, or development and installation of custom enhancements specifically requested by the Licensee in addition to the standard software product

** Postage currently \$0.64 per parcel

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 19, 2024**TYPE OF AGENDA ITEM:** Council Discussion Item**AGENDA OUTLINE NUMBER:** 4.C.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Tina Deater, Community Development Director
Krystal Strickland, Finance Director
Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: August 14, 2024

SUBJECT: Consultant Support Services - Community Development and City Manager Office

I. BACKGROUND: Assistance is needed in both the Community Development Department and the City Manager's Office to implement various projects as directed by the Council, and to provide support for critical City functions that are being impacted by position vacancies.

This request is for the City to proceed with an RFQ to secure Consulting support services to supplement planning, rate analysis and grant pursuits to accomplish projects in the CRA Master Plans, the Mobility Plan, and other capital projects prioritized by Council. These services will include assistance with planning and engineering functions, including various studies and reviews associated with the permitting and Development Order processes. In addition, grant consulting can help advance the City's Capital Improvement Plan through researching nationwide grant opportunities and grant writing to supplement and augment current efforts by the City's Capital Project and Grant Manager.

II. DISCUSSION:
Community Development

A Professional Planning Services contract is necessary for the completion of any specialized planning and rate analysis studies requested by the Council. There are also position vacancies in the Planning Division that are impacting permit and developer application reviews. Currently, out of five (5) positions in the Planning Division, two (2) of them are vacant and one (1) was recently filled, but will require a training period. Having a Professional Planning Services contract will allow the Division to receive assistance, as needed, and ensure that

permit applications are reviewed in a timely manner. The Community Development division also requires rate consulting assistance periodically for building permit fees, developer fees, and impact fees.

3TP Ventures has been assisting the City to rewrite the Land Development Code, to establish legal foundations for revised Impact Fees, to simplify and revise Building Permit Fees for enforcement of Florida Building Code, and to update the Master Plans for the two CRA districts. The City's master services contract for Professional Planning Services with 3TP Ventures, Inc. expired on April 30, 2024.

The City has a critical need for professional planning consultants to perform any specialized planning-related and rate analysis studies that the Council may request, and to assist with development-related reviews due to the number of vacant staff positions in the Planning Division.

City Manager's Office

The City has many projects at this time that are funded with both **grant funds** and **general fund** dollars. Many of the large capital projects in the draft mobility plan can be expedited with external funding which will reduce the amount of impact fee funds and general funds needed to complete them.

Some underfunded projects may be eligible for highly competitive and more complex grant opportunities, such as the Federal RAISE Program through DOT, the Florida SUNTRAIL Program, and Safe Streets for All. However, the City is challenged with limited staffing resources to accomplish large grant-writing efforts due to the extensive information required for these highly competitive applications. Grant support services assist in identifying grant opportunities for larger capital projects and grant writing when existing staff capacity is overloaded. Since 2021, the City has processed over \$34 million in grant proceeds.

The City of Destin's **Capital Improvement Plan (CIP), CRA Master Plans, Mobility Plan, and Comprehensive Plan** are lists of medium and high-priority capital projects that are vital for the growth and well-being of the City. The **CIP** provides an approach to capital projects that includes strategic planning, financial management, renewal and replacement, and economic development.

- A. **Link to Strategic Goals / Objectives:** II. Enhanced Quality of life and safety for families
III. Economic development and revitalization
IV. Improved mobility and connectivity
- B. **Effect on Budget (EOB):** No effect on budget at this time.
- C. **Level of Service (LOS):**
- D. **Legislative Sponsor:**

III. CONCLUSION: Master service agreements with consulting firms for planning, rate analysis and grant consulting services would establish the contractual agreements and, as needed, project-specific task orders would be authorized to engage the consultant for any assigned tasks at an established cost.

IV. RECOMMENDED MOTION: I move that the Staff prepare an RFQ for planning, rate and grant consulting support services and bring that back to the Council for review and approval at a future meeting.

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 19, 2024

TYPE OF AGENDA ITEM: Council Discussion Item

AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , Interim City Manager

FROM: Lisa Firth, Parks & Rec Director
Jamie Dittmer, Human Resources Manager

DATE: August 14, 2024

SUBJECT: City staff work schedule for Joe's Bayou

I. BACKGROUND: August 5th Council meeting Councilmember Schmidt requests city staff work schedule for Joe's Bayou.

II. DISCUSSION: Joe's has 3 part-time positions budgeted. One position is filled, and two are open.

Staffing Plan:

1 attendant - Friday, Saturday, Sunday, Monday 6-3pm.

The Park and Recreation staff covers other days when available.

Holiday weekends are covered by extra staff from the Parks and Recreation team.

Schedules vary with weather conditions.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Information Only

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 19, 2024**TYPE OF AGENDA ITEM:** City Manager Report**AGENDA OUTLINE NUMBER:** 4.E.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , Interim City Manager

FROM: Lisa Firth, Parks & Rec Director
Krystal Strickland, Finance Director

DATE: August 15, 2024

SUBJECT: Morgan Sports Center Playground

I. BACKGROUND: At the August 5, 2024 City Council meeting, Councilmember Bagby requested staff present a definitive suggestion on best use of remaining FY 2024 Parks and Recreation Capital and RR budget balances.

At the August 12, 2024 Special Council Meeting, council voted to do an internal budget transfer to Morgan Sport Center Playground. The revised playground budget is now \$717,990. At this meeting, Council also moved to piggyback off of the OMNIA GameTime contract. In addition, Council requested staff provide information to Council as to which other jurisdictions in Northwest Florida, besides the County TDC that have used the OMNIA contract.

II. DISCUSSION: Nearby local governments that have piggybacked on this OMINIA contract include Fort Walton Beach, Crestview, Niceville, and Walton County.

The quote reflects a \$71,000 discount ("matching-grant") versus the \$49,000 matching-grant discount on the old quote. The equipment did not increase. We will work with Game Time to substitute equipment that may increase the matching grant discount. This fresh quote is for a total of \$696,423.42 and is included in this agenda packet.

The full OMNIA contract (274 pages) and the full pricing list (454 pages) are available upon request.

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

A green and sustainable environment

B. Effect on Budget (EOB): \$100,000 was originally adopted in FY2024 budget to replace components and update the playground at Morgan Sport Center (MSC). At the August 12, 2024 Special Council Meeting, council approved internal budget transfers totaling \$617,990 to start the Playground renewal and renovation as soon as possible. The new quote from OMNIA contract# with GameTime is \$696,423.42, reworking modules that are covered under the grant to save little more money. Below is the effect on the budget.

	31557236-565000- RC124 MORGAN FAMILY 30058585-565000- RR572 GF CIP-CIP-REC RR		31557232-565000- RC124 PARK IMPACT FEES-CIP-MSC PLAYGROUND					
	DONATION-CIP- MSC PLAYGROUND				TOTAL			
FY 24 Adopted Budget*	\$	-	\$	26,000	\$	74,000	\$	100,000
Internal Budget Transfers		617,990		-		-		617,990
Revised Budget		617,990		26,000		74,000		717,990
Previous Expenses/Encumbrances		-		-		-		-
Available Program Budget		617,990		26,000		74,000		717,990
This Agreement +(-)		(596,423)		(26,000)		(74,000)		(696,423)
FY 25 Remaining Program Budget	\$	21,567	\$	-	\$	-	\$	21,567

**FY 24 Adopted Budget includes Budget for Prior Year Encumbrances*

There is \$731,594 remaining in RR572 for renewal and replacement projects. \$617,990 is earmarked to replace the MSC Playground.

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to contract with GameTime through a piggybacking off the OMNIA contract #104851-01-06

Attachments:

1. OMNIA Quote_GameTime_104851-01-06



c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869
Fax: 205-663-5012

08/13/2024
Quote #
104851-01-06

Morgan Sports Complex Playground_Combined (Grant - Credit Terms Pricing)

City of Destin Park & Rec
Attn: Lisa Firth
4200 Indian Bayou Trail
Destin, FL 32541
UNITED STATES
Phone: 850-654-5184
Fax: 850-654-8998
lfirth@cityofdestin.com

Ship to Zip 32541

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$89.00	\$89.00
Phase 1 - 2-5 Play Area				
1	RDU	GameTime - 104851-D2 2-5 Play Structure-Matching Funds Grant - Credit Terms Pricing	\$27,122.00	\$27,122.00
1	5924SP	GameTime - VistaJunior Rope Tower 1	\$5,775.00	\$5,775.00
1	158-P6	UltraSite - 6' HEAVY DUTY TABLE, PERFORATED	\$1,466.00	\$1,466.00
1	940S-P6	UltraSite - 6' BENCH W/ BACK, 2" x 12" PLANKS, INGROUND, PERFORATED	\$856.00	\$856.00
1	PR-32	UltraSite - 32 GALLON TRASH RECEPTACLE ONLY, PERFORATED	\$642.00	\$642.00
1	PL-32	UltraSite - 32 GALLON CAPACITY PLASTIC LINER	\$84.00	\$84.00
1	FTR-32-08	UltraSite - 32 GALLON ROLLED FLAT TOP WITH A 8" OPENING	\$186.00	\$186.00
1	IG KIT	UltraSite - INGROUND KIT FOR TRASH RECEPTACLE	\$93.00	\$93.00
1	QRM106	GT-Shade - GTRD283012SG 28X30X12 REC HIP W/GL SM	\$13,460.00	\$13,460.00
1	3680	GT-Shade - Standard Sealed Engineered Drawings	\$950.00	\$950.00
1200	PIP	GT-Impax - sqft of Poured in Place Rubber Safety Surfacing- 3.75" depth for 8' fall height, 50/50 color/black mix, standard colors. Includes 4" compacted crushed stone sub-base.	\$29.25	\$35,100.00
1	INSTALL	GameTime - Installation of Play Equipment and Shade- Does not include removal of existing surfacing or equipment. Includes concrete curb and connecting sidewalk. Landscaping, excavation and drainage is not included. Permits and bonds are not included.	\$27,890.00	\$27,890.00
Phase 2 - Ages 5-12 Play Area				
1	6683SP	GameTime - VistaStar 7	\$118,215.00	\$118,215.00
1	6264	GameTime - Inclusive Whirl - Playful	\$18,633.00	\$18,633.00
1	RDU	GameTime - PS23011 Westerly Tower Play Structure-Matching Funds Grant - Credit Terms Pricing	\$108,993.00	\$108,993.00
1	6245	GameTime - RoxAll See Saw	\$13,296.00	\$13,296.00
1	6252	GameTime - Wrinkle Wall (7 Panel)	\$20,766.00	\$20,766.00
1	4682	GameTime - Jazz C Major	\$4,494.00	\$4,494.00
1	4678	GameTime - Concert Duo	\$4,534.00	\$4,534.00
1	4676	GameTime - Harmonic Chimes (set of 3)	\$4,414.00	\$4,414.00
2	158-P6	UltraSite - 6' HEAVY DUTY TABLE, PERFORATED	\$1,466.00	\$2,932.00
4	940S-P6	UltraSite - 6' BENCH W/ BACK, 2" x 12" PLANKS, INGROUND, PERFORATED	\$856.00	\$3,424.00

Morgan Sports Complex Playground_Combined (Grant - Credit Terms Pricing)

Quantity	Part #	Description	Unit Price	Amount
1	PL-32	UltraSite - 32 GALLON CAPACITY PLASTIC LINER	\$84.00	\$84.00
1	PR-32	UltraSite - 32 GALLON TRASH RECEPTACLE ONLY, PERFORATED	\$642.00	\$642.00
1	FTR-32-08	UltraSite - 32 GALLON ROLLED FLAT TOP WITH A 8" OPENING	\$186.00	\$186.00
1	IG KIT	UltraSite - INGROUND KIT FOR TRASH RECEPTACLE	\$93.00	\$93.00
1	QRM435	GT-Shade - ES202020010 EQUILATERAL SAIL 20X20X10	\$7,978.00	\$7,978.00
3	QRM183	GT-Shade - GTCU121208SG CANTI UMB 12X12X8 W/GLD	\$6,092.00	\$18,276.00
2	3680	GT-Shade - Standard Sealed Engineered Drawings	\$950.00	\$1,900.00
5869	PIP	GT-Impax - sqft of Poured in Place Rubber Safety Surfacing- 3.75" depth for 8' fall height, 5.25" depth under tower, 50/50 color/black mix, standard colors. Includes 4" compacted crushed stone sub-base.	\$28.90	\$169,614.10
1	INSTALL	GameTime - Installation of Play Equipment- Does not include removal of existing surfacing or equipment. Includes concrete curb and connecting sidewalk. Landscaping, excavation and drainage is not included. Permits and bonds are not included.	\$74,950.00	\$74,950.00
Phase 3 - Ages 5-12 Play Area				
1	18826	GameTime - Primetime Swing 3 1/2" X 8'	\$1,886.00	\$1,886.00
2	18827	GameTime - Primetime Swing Add A Bay 3 1/2" X 8'	\$1,167.00	\$2,334.00
2	8910	GameTime - Belt Seat 3 1/2"Od(8910)	\$384.00	\$768.00
2	5128	GameTime - Expression Swing 3 1/2" X 8'	\$1,949.00	\$3,898.00
1	8555	GameTime - 3 1/2" Zero-G Chair (2-5)-Galv Chain	\$759.00	\$759.00
1	8552	GameTime - 3 1/2" Zero-G Chair (5-12)-Galv Chain	\$781.00	\$781.00
1	T108I	GT-Site - 6' DURACLAD BENCH W/BACK THERMOCOAT I	\$852.00	\$852.00
1405	PIP	GT-Impax - sqft of Poured in Place Rubber Safety Surfacing- 3.75" depth for 8' fall height, 5.25" depth under tower, 50/50 color/black mix, standard colors. Includes 4" compacted crushed stone sub-base.	\$28.90	\$40,604.50
1	INSTALL	GameTime - Installation of Play Equipment- Does not include removal of existing surfacing or equipment. Includes concrete curb and connecting sidewalk. Landscaping, excavation and drainage is not included. Permits and bonds are not included.	\$16,595.00	\$16,595.00
Contract: OMNIA #2017001134			Sub Total	\$755,614.60
			Discount	(\$70,455.88)
			Freight	\$11,264.52
			Total	\$696,423.24

Comments

For Matching Funds Grant - Cash with Order Option, Total is \$682,143.63. Total due at time of order would be \$70,557.50.

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to GameTime when purchasing through the contract.

Morgan Sports Complex Playground_Combined (Grant - Credit Terms Pricing)

Pricing reflects GameTime's 2024 **Matching Funds Grant - Credit Terms**.
See below for order terms related to the Matching Funds promotion.

- Order must be placed by October 21st 2024, otherwise pricing will be subject to change.
- Orders must be deliverable by December 31st, 2024.
- Owner is responsible for unloading of and storage of all equipment until ready for installation.
- GRANT MATCHING FUNDS ARE AVAILABLE THROUGH October 21 2024 OR UNTIL EXHAUSTION OF FUNDS.
- To place an order, you must provide all of the items listed below:
 - Signed PO or executed contract with GameTime listed as the Vendor
 - Fully executed acceptance page, signed by an authorized purchaser
 - Color selections for all equipment and surfacing (if applicable)
 - Sales tax exemption form

Morgan Sports Complex Playground_Combined (Grant - Credit Terms Pricing)

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under \$5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at \$1,500 each occurrence.

Site: Unless otherwise noted, installation quotations are based on a prepared level sub-grade not to exceed 2% slope. All excavation, drainage, removal of existing equipment, trees, etc is by others unless specifically contracted in the Agreement. We require a 10' wide path into the site and unloaded equipment to be within 100'.

Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc by completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Concealed Conditions: Concealed Conditions, such as underground utilities, rock, debris, poor drainage situations, etc., not readily apparent at time of providing the estimated Agreement Price quoted may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an extra charge over the Agreement Price. Struthers Recreation, LLC is not responsible for damages or repairs to any form of underground utilities or sprinklers.

Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Melissa Isbell

Morgan Sports Complex Playground_Combined (Grant - Credit Terms Pricing)

Acceptance of quotation:

MUST BE COMPLETED TO PLACE THE ORDER

SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Purchase Amount: **\$696,423.24**

Date: _____ Title: _____

Phone: _____ Facsimilie: _____

Order Information:

Bill To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER) _____

SALES TAX EXEMPTION CERTIFICATE #: _____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors : _____

or

Custom Color Selections from www.gametime.com/colors :

Upright: _____ Roto Plastic: _____

Accent Metal: _____ Decks: _____

HDPE: _____ 2 Color HDPE: _____

Rock: _____ Tube: _____

Plastic Roof: _____ Rope: _____

Shade Fabric: _____ Shade Metal: _____

Site Furnishing Frame: _____ Site Furnishing Coated Seat/Top: _____

Rubber Safety Surfacing: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 19, 2024
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

THRU: Krystal Strickland, Finance Director
Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Troy Williams, Code Compliance Director
Andy Peters, Director of Information Technology

DATE: August 19th, 2024

SUBJECT: Short Term Rental-(STR) registration and possible STR Condominium registration

I. BACKGROUND: The City of Destin, through the Code Compliance Department, oversees the single and multifamily residential short and long-term dwelling rental registrations. The City of Destin does not currently oversee any condominium units that engage in short and long-term rentals and these dwellings bring a considerable number of visitors to the City each year who use and benefit from city services and infrastructure.

The population in the City of Destin is approximately 14,594 full-time residents. However, on any given day during the peak tourist/summer season there could be upwards of 80,000 additional people in the city. The Code Compliance Department currently registers and monitors approximately 1200 single and multifamily residential dwellings/units that have been registered as short or long-term rental.

To date, there are 123 separate condominium complexes in the city. The total number of condominiums is 7,392 with 4,692 collecting bed tax and 596 listed as homesteaded. Staff believes the time has come to bring them under the fold of the City of Destin's short and long-term rental registration program due to their impact on public safety needs and strain on city infrastructure.

Our current STR and LTR registration fee structure is as follows:

- Up to 2499 square feet pay a \$500 registration fee,
- 2500-4999 square feet pay a \$600 registration fee, and
- 5000+ square feet pay a \$700 registration fee.

The Council has asked for options related to:

1. Whether condominiums should be included in the city's rental registration program;

2. What would be an equitable fee structure if they are included; and
3. What are the options for offloading the administrative work of the short and long term rental registration program from Code Compliance.

II. DISCUSSION: Data supplied by Avenu Insights and Analytics, which monitors/scrapes active and intermittently listed short-term rentals, mapped in Destin, Florida, on 9/21/2023 indicates there are 13,246 listings. However, some of these could be duplicates (possibly 61% accuracy, which equals approximately 8100 STR/LTR's). These numbers include both single and multifamily home rentals, and condo rentals.

The city's GIS specialist has identified the following:

Total parcels in the city: 16,187

Condo's: 7,017

Single Family: 5,121

Townhome/Multi-Family: 1,586

The labor cost of administering the current rental registration program involves a full-time code compliance officer with assistance from time to time by other code compliance officers and the department's administrative assistant.

We believe there are at least approximately 4700 condominiums being used as short-term rentals. A Carasoft quote for these services is available at \$48.91 per year, per managed unit. Therefore, $4700 \text{ condo rentals} \times \$48.91 = \$229,877$ to have an outside entity administer the program. If we also had the outside entity include the current 1200 single and multifamily rentals coupled with the 4700 rental condominiums, it would come out to $5900 \text{ rental parcels} \times \$48.91 = \$288,569$ manage/oversee.

By adding 4700 condominium short term rentals with the minimum \$400 rental registration fee, that equates to \$1,888,000 registration fees; minus the \$229,877 administrative fee, it equates to \$1,650,123 in net revenue for the City of Destin. If there are another 2,200 rental parcels, as Avenue Insights & Analytics believes there are, that could generate another \$880,000, minus an additional \$107,602 to manage/oversee.

Findings:

1. Whether condominiums should be included in the city's rental registration program:

The factors contributing to this decision include equity, the impact of condominium rentals on city services, an eye to the future of revenue generation within the city as land is built out, impact fees that are no longer able to be collected (due to impact fee credits on redeveloped land), and the prognosis of the General Fund over the next 5 years.

2. What would be an equitable fee structure if they are included:

OPTION 1

The first is to simplify the fee schedule to a simple \$0.30 cents per square foot. In this scenario, homes and condominiums up to 2499 square feet would be charged \$749.70; homes and condominiums from 2500-4999 square feet range would be charged from \$750-\$1,499.70; and homes and condominiums of 5000 square feet or greater would pay \$1,500.

This structure seems to have the advantage of being simple and equitable.

OPTION 2

Leave the fee structure basically as is, but add a square foot range of up to 1499 square feet at \$400 and 1500-2499 square feet at \$500. This would allow for small condominium businesses to be charged equitably, while having the advantage of all other fees remaining that current customers are used to. It has the disadvantage, perhaps, of subsidizing very large rental units.

Current

Up to 2499 square feet pay a \$500 registration fee,
2500-4999 square feet pay a \$600 registration fee,
5000+ square feet pay a \$700 registration fee.

Proposed

Up to 1499 square feet pay a \$400 registration fee.
1500-2499 square feet pay a \$500 registration fee.
2500-4999 square feet pay a \$600 registration fee.
5000+ square feet pay a \$700 registration fee

3. What are the options for offloading the administrative work of the short and long term rental registration program from Code Compliance.

Administrative functions of a short and long term rental registration program like Destin are available from various providers through piggyback-able Carasoft contracts. Again, these services are approximately \$50 per unit per year and include web scrapping services to find the STRs (both Condominiums and Homes), letter distribution services, software tracking, 24/7 Hotline numbers for the public, and advanced reporting services.

A. Link to Strategic Goals / Objectives:

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

B. Effect on Budget (EOB): Taking the approximately 4,700 condominiums that are currently paying county bed tax and applying the current minimum short-term rental registration fee of \$400, which equates to \$1,650,123 in net revenue in additional rental registration revenue, which would help significantly with the public safety needs of Destin to cover the contracts with the Sheriff for law enforcement and with Destin Fire Control District for lifeguards (FY 2025 estimate: \$3,263,695).

In order for the City Code Compliance Department to oversee this program, we would need to have additional staff or seek outside assistance to administer the expanded program. The cost(s) for an internal full-time Code Officer and/or additional full-time Administrative Assistant would involve a full salary and benefits.

With respect to seeking outside assistance, additional research was conducted on entities that perform the registration oversight, due to the vast number of additional Short and Long-Term Rental Properties potentially being added to the City's program. Telephone calls, emails, and video chats were had with four separate companies (Granicus, Avenu Insights & Analytics, GovOS, and IWORQ), Attached are various proposals from them, some only do the STR identification scrapping while others can

perform that function and oversee the entire STR program. **Many of the organizations we have talked with expressed a desire to make a presentation to the council.**

C. Level of Service (LOS): Bringing the short and long-term rental condominiums under the City's current rental registration program allows for a greater assurance of oversight, creates a synergistic approach to ensuring all rentals follow the same protocols, and assists with public safety needs and infrastructure sustainment.

D. Legislative Sponsor: Torey Geile

III. CONCLUSION: The time has come to build and maintain a short and long-term rental registration program for all the City of Destin property rentals under one single program.

IV. RECOMMENDED MOTION: I move that we require short and long term condominium rentals to be included in the city's rental registration program and establish an additional level of registration fee of \$400 for such rentals which will be set forth in the City's fee resolution, and I further move to direct staff seek official proposals for overseeing all the short and long term rental programs.

OR:

I move that we require short and long term condominium rentals to be included in the city's rental registration program and establish an additional level of registration fee of thirty cents per square foot or such rentals which will be set forth in the City's fee resolution, and I further move to direct staff seek official proposals for overseeing all the short and long term rental programs.

OR:

Other.

Attachments:

1. gis use descriptions and counts
2. Carahsoft Proposal
3. Avenu Insights & Analytics STR Dashboard
4. Avenu Insights & Analytics Short Term Rental Compliance Core Proposal
5. Granicus - Destin copy of registration proforma
6. Granicus_Destin_2024-06-28
7. SymLiv_Destin Proposal
8. SymLiv_City_of_Destin_Fully Outsourced with Software
9. Rentalscape Ltr Overview
10. Rentalscape - City of Destin FL-V4-July 18 2024

11. IWORQ - Destin FL - Service Agreement
12. GOVos Packet For Destin Florida

Property Appraiser 02/23/2024

dscr	parcel count	
BOWLING/RECREATIONAL	4	
CAR WASH	2	
CHURCHES	16	
CLUBS/LODGES/HALLS	3	
COLLEGES	1	
COMMERCIAL CONDO	161	
COMMON AREA	26	
COMMUNITY SHOPPING	18	
CONDO BOAT DOCKS	1	
CONDO-HOTEL	20	
CONDOMINIA	7,017	xx
CONDO-TIMESHARE	401	
CONSERVATION PARCEL	1	
COUNTY	34	
CULTRAL GROUPS	1	
FEDERAL	2	
FINANCIAL BLDG	13	
FIRE DEPT	3	
GOLF COURSES	2	
HEADER RECORD	446	
HOLDING POND	2	
HOMES FOR THE AGED	1	
HOTELS AND MOTELS	15	
HOTELS/MTL/SFR	1	
LIGHT MANUFACTURE	6	
LTD CONDO-COM ELEMNT	1	
MFR HOME	4	
MILITARY	1	
MOBILE HOME	21	
MORTUARY/CEMETERY	1	
MULTI-FAMILY	41	xx
MUNICIPAL	46	
NIGHTCLUB/BARS	3	
NON-PROFIT SERVICE	1	
OFFICE BUILDINGS	75	
OFFICE COMPLEX UNIT	46	
PARKING LOT	1	
PRIVATE HOSPITALS	1	
PROFESSIONAL BLDG	10	
PRVT SCHL/DAY CARE	1	

PUBLIC SCHOOLS	1	
REPAIR SERVICE/SFR	2	
RES COMMON AREA	93	
RESTAURANT/CAFE	57	
RIGHTS-OF-WAY	5	
RIVERS AND LAKES	4	
RV PARK	1	
SERVICE SHOP	11	
SERVICE SHOP COMPLEX	12	
SFR BAY FT	1	
SFR/TOWNHOUSE	1,537	xx
SFRES/ACLF HOME	4	
SHOP COMPLEX UNIT TH	24	
SINGLE FAMILY	5,121	xx
STATE TIITF	2	
STORE/OFFICE/RESID	18	
STORE/SFR	1	
STORES, 1 STORY	61	
SUPERMARKET	10	
TOURIST ATTRACTION	1	
TRAILER PARK	1	
UTILITIES	18	
VAC INSTITUTIONAL	2	
VAC TWNHSE LAND	106	
VACANT	323	
VACANT COMMERCIAL	139	
VACANT INDUSTRIAL	1	
VACANT/COMM/XFOB	48	
VACANT/INST/XFOB	4	
VACANT/RESD/XFOB	42	
VEH SALE/REPAIR	22	
WAREHOUSE COMPLEX	19	
WAREHOUSE/STOR/SFR	1	
WAREHOUSE-STORAGE	44	
WASTELAND/DUMPS	1	
	16,187	



Carahsoft's Response to the

City of Destin

Monday,
July 1, 2024

Submitted By

Carahsoft Technology Corporation

11493 Sunset Hills Road, Suite 100

Reston, VA 20190

888.662.2724 | www.carahsoft.com

Primary Point of Contact

Brad Kuhns | Account Manager

571.662.3396 | Brad.Kuhns@carahsoft.com

Secondary Point of Contact

Proposals@carahsoft.com



July 1, 2024

City of Destin, FL
4200 Indian Bayou
Destin, FL 32541

Dear Troy Williams,

Carahsoft is proposing Avenu Insights & Analytics which fully meets City's requirements for a comprehensive STR management, registration and enforcement solution.

Carahsoft, The Trusted Government IT Solutions Provider®, is responding as the NASPO ValuePoint contractor (AR2472) and reseller for **Avenu Insights & Analytics**. As the Master Government Aggregator® for our vendor partners, Carahsoft has combined extensive knowledge of the technologies we provide with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing since 2004. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training to support Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets.

Please feel free to contact me directly at 571.662.3396/Brad.Kuhns@carahsoft.com with any questions or communications that will assist the City in the evaluation of our response.

Thank you for your time and consideration.

Sincerely,

Brad Kuhns

Brad Kuhns
Account Manager

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1. VENDOR PROFILE

Carahsoft Technology Corp. has partnered with Avenu Insights & Analytics, LLC (“Avenu”), to deliver the services specified in this Request.

Carahsoft is headquartered at: 11493 Sunset Hills Rd Suite 100, Reston, VA 20190.

Website: www.carahsoft.com

Name and contact information: Brad Kuhns –Account Manager

Phone: 571.662.3396

Email: Brad.Kuhns@carahsoft.com

Prime Contractor: Carahsoft Technology Corp.

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia and employs more than 2,500 professionals dedicated to serving our public sector customers and partners.

Vendor and Partner Relationships – In addition to establishing strategic, long-term relationships with the industry’s leading manufacturers, our partner ecosystem encompasses more than 3,000+ government contractors, resellers, and integrators who we support and enable with an entire suite of value-added opportunities that run the gamut from training/certification and pre-sales support to lead generation and business development.

Proven Execution – Carahsoft has deep expertise in government contracting and procurement. We manage and maintain a wide variety of government-wide and agency-specific purchasing contract vehicles and purchasing agreements for agencies at the state, local, and federal levels. As a result, we now serve as the largest government partner for the majority of our vendors, who have also entrusted other major aspects of their businesses to Carahsoft including partner enablement, commercial sales, renewals and upsell, and help desk services.

Contract Vehicles – Since 2004, Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at all levels of government. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

Growth & Stability – A stable, conservative, and profitable company, Carahsoft has demonstrated impressive growth year after year, with annual revenue of \$3.4 million in our first year in 2004 to over \$16.4



billion in 2023. In a single month, September of 2023, our team of dedicated, highly trained marketing, sales, contracting, and business operations experts processed 21,564 orders worth more than \$2.9 billion.

Solution Provider: Avenu Insights & Analytics LLC

Founded in 1978, Avenu Insights & Analytics, LLC (“Avenu”) is a privately-owned short-term rental (STR), tax compliance, and tax administration services company that specializes in helping state and local governments across the nation to preserve, enhance, and manage their tax revenue base. Avenu’s full suite of offerings include Short-Term Rental (STR) ordinance monitoring, compliance, administration, and management. Avenu has a dedicated team of over 200 experts who provide these professional services to 900 customers throughout the nation.

As shown in Figure 1, Avenu has a national footprint of 700 employees, 12 national offices, all strategically dispersed throughout the country to ensure our customer receive expected service levels. Avenu supports customers in all 50 states, at the state, county, city, and town level. Each year our revenue recovery professionals help recover and administer over \$3 billion in new general fund tax revenue each year.

Avenu’s Qualifications

- 40 years of applicable experience
- Dedicated Team of STR experts ready to support the project
- Support customers nationwide with our full suite of revenue enhancement services
- Recover over \$3 billion per year in general fund tax revenue
- Nationally recognized for our service to state and local clients



For the last four consecutive years, Avenu was recognized as a GovTech 100 Company representing “the top 100 companies focused on making a difference in and selling to state and local government agencies” across the United States. Our demonstrated expertise and full-service approach has led Avenu to be the industry leader in STR identification, monitoring, compliance, and

revenue administration. We support local governments of all sizes and scales and bring the broad experience and deep insight that The City of Destin’s needs.

Additionally, Avenu provides several other services all tailored specifically to meet the growing needs of state and local governments. This includes document processing services, digitization, records management, Information Technology Managed Services, and more which further improve the value of the relationship beyond today’s opportunity.

Figure 1 - With blue representing Avenu's customers, and red representing Avenu offices, Avenu has extensive corporate resources to ensure the project is successful



1.1 AVENU'S STR CAPABILITIES

Avenu offers a full suite of services that focus specifically on Short-Term Rentals. These services are later described in the response below. We believe that great outcomes are possible with STRs by creating a best-in-class governance framework and to that end we have developed a platform that any municipality can easily implement and see immediate benefits in identification, staffing, permitting and tax registration, program administration and audit. This battle-tested program strategy saves years of trial and error that is typical of many local government teams as they start with creating an ordinance only to realize later the staff and operational capabilities that need to be built and accommodated to achieve 100% program compliance.

What we must impress upon The City of Destin is the critical benefits of having a single vendor provide these tightly dependent services without the issues of risky data handoffs and workflow breakages.

Specifically:

1. By committing to identify at least 95% of all houses, and 75% of all apartments and condominiums, Avenu can ensure that all commercially operating STR's are compliant.
 2. Through a rigorous onboarding process, Avenu's ordinance team custom-tailors reporting for ordinance violations including primary residency, maximum occupancy of dwellings, requirements for inspection and license display, and many other aspects of an effective enforcement program
 3. Using both recent booking data and archived calendar going back to October 2019, City of Destin can leverage Avenu's Tax Administration software to not just receive payments but become the filing engine that with minimal input from the taxpayer.
 4. When compliance levels reach over 90%, the key task is to assist with escalations and Field Enforcement but otherwise to work with Avenu staff for continuous improvement and community feedback
- ▶ **Team of Experts.** Avenu has a dedicated team of experts ready to support the project. Our Executive and Senior Management team are easily accessible and deeply involved in day-to-day operations. Our team of experienced STR Monitoring/Compliance and Accommodation Tax Audit staff includes former state and local professionals with an average of 20+yrs of public service, including former City Managers and State Tax Auditors who assist with our mission to deliver exceptional customer outcomes.
 - ▶ **Superior STR Solution.** Avenu offers a Best-in-Class STR identification, monitoring and compliance software that uncovers DOUBLE the STRs of most competitive applications by actively combing through over **80 unique short-term rental and 20 unique long-term rental platforms**. We provide our clients with a **95%** or better house identification accuracy rate allowing them to

assure 100% compliance with the ordinance and recover tax revenue rightfully owed to them. Our “Software Only” level of service is available at competitive rates if that is a preferred option for The City of Destin.

- ▶ **Support.** Whether it’s a neighbor following up on a noise complaint or an STR Operator with a question on how to register their property, people want answers from a live human being by phone or email versus an automated computer or robo-caller response. Avenu provides staff not only well versed in tax code and ordinance implementation but are also trained to politely serve the public with customer service being top-of-mind. Our Customer Success team boasts a **First Resolution Time of less than 16 hours** per support incident, as reported by ServiceNow. Our 24/7 Nuisance hotline and Tipform have achieved a **reduction of police and code responses by 50%** by placing the burden of response directly on the STR Operators. Software only companies lack the professional services and tax experience to do more.
- ▶ **Four Decades of Experience.** For over 40 years, Avenu has been an industry leader in compliance and administration services. Our company mission and value statement is built around service and our approach is unique in that we provide the experience, the tools and the innovation needed to lead your team and community forward.
- ▶ **Value:** The City of Destin can leverage the accumulated know-how in Avenu STR for a very competitive price. We offer a minimum of two supporting evidence screenshots with each non-compliant identification to prove the information is correct and accurate. Do not settle for a mailing list. This is critical for The City of Destin to protect itself in the event of a dispute or litigation. Avenu STR provides superior value and state-of-the-art technology at an affordable price, while monitoring more commercial listings than our competitors.
- ▶ **Guaranteed results.** These are not empty promises; we know the capabilities of our tool and are ready to guarantee its results to The City of Destin. We go the extra mile to make sure The City of Destin gets the value it deserves. Avenu’s proposed STR solution guarantees an identification accuracy of 95% for houses and 75% for condos/apartments in our Service Level Agreement to you. This has led to the tremendous success of our customers, some of whom have achieved 99.9% compliance.
- ▶ **Real world experience with a world-class application:** We have successfully helped cities, other government entities, and corporations fight fraud in several industries since 2011, by leveraging the most advanced technologies. Our STR solution implements cutting- edge Artificial Intelligence and Machine Learning to support The City of Destin in your effort to control and monitor the STRs and Accommodations Tax. Avenu STR is cleverly designed to cover all needs - powerful in the back end and user friendly in the front end. One of many real-world examples is Sonoma County, California, which by using Avenu’s Solution, increased STR permits by 36% in one year.

2. EXPERIENCE AND REFERENCES

Customer	Service Description
City and County of Denver 300 W. Colfax Avenue Denver CO 80204 Alex Cobell Rental Inspector Supervisor Excise and Licenses alex.cobell@denvergov.org	• Competitively awarded contract March 2021 in partnership with LAIS • Actively monitoring over 5000 possible STR listings on 80+ websites • Identified 95% of STRs and has helped achieve 91% compliance, including discovering 100 non-compliant STRs. • The City has 2700 active registrations • Integrated 311 complaints hotline into Denver portal to generate Violations Report.
Manatee County Tax Collector 819 301 Blvd W Bradenton, FL 34205 Michele Shultz Director, Tourism Development Tax P: (941) 741-4801 E: MicheleS@Taxcollector.com	• Contracted since October 2018 ongoing • 9500 STR listings, 11000 Active Accounts, discovered • Deployed on-site license checker with easy maintenance for IT department • The TC manages over 13,000 active Tourist Tax accounts • Found 400+ unlicensed STRs, achieving 99% compliance in the County for Tourism Tax, helping collect over \$350,000 of tax
City of Fort Lauderdale 100 N Andrews Ave, Fort Lauderdale, FL 33301 Porshia Garcia Code Compliance Manager P: (954) 828-5249 E: PorshiaW@fortlauderdale.gov	• Monitoring 1400 STR permitted properties, and over 6000 listings • From April 2019 to today, Harmari STR has discovered 380 additional unlicensed STRs with documented evidence, increasing compliance by 55% • Provided custom Zoning/HOAs reporting to each of 30 different code officers

All staff members will be completed remotely, including City-facing meetings.

3. PRODUCT DESCRIPTION AND SPECIFICATIONS

3.1 SOLUTION OVERVIEW

Through a Full-Service approach as described in **Section 4**, Avenu provides identification, monitoring, compliance, and a revenue administration suite of solutions that maximizes compliance and enhances community experience. Our 24/7 hotline and tip form community portal allow trained professionals to respond in real-time to help address complaints and further educate the community on local ordinances and procedures.

Avenu's Short-Term Rental Solutions consist of 4 main areas:

- ▶ **Compliance.** Avenu's experts search for inaccuracies such as bedroom count, or maximum guests, false permit numbers to bring STRs back into compliance
- ▶ **Discovery & Recovery.** Avenu's STR experts will investigate to identify, monitor, and recover unknown and new STRs by utilizing advanced software tools. By using proactive, educational, and business-friendly approach, Avenu will recover funds from these newly discovered STRs and bring them into compliance.
- ▶ **Revenue Administration.** Using a suite of technology-enabled software and services our team streamlines data entry, billing, application and certificate processing, funds distribution, compliance, and taxpayer support services. Avenu administers **billions** in general fund revenue each year.
- ▶ **24/7 Hotline and Self-Service Portal.** Trained professionals staff hotline and respond immediately to citizen complaints regarding safety, noise, trash, party-houses, parking, etc. and directly contact property managers to respond to nuisances first. This self-service approach serves as a citizen tip line to report unregistered STRs and further alleviate the burden on police and municipal staff.

Figure 2 helps present our core packages for easy evaluation by The City of Destin staff. The packages are:

Compliance Pro – For a community which needs a comprehensive STR compliance toolkit: includes identification, monitoring of 100 STR websites 4 times per week. It includes a mobile-friendly registration portal, permit and/or tax the STRs, and transitioning to a paper-based system, with online payment processing system. 24/7 Nuisance hotline introduced to alleviate pressure from City resources to respond to noise, parking and trash issues caused by STRs. Finally, a baseline tax portal is provided for lodging tax remittances.

Compliance 360 – Full Services and turnkey offering, to complete all work and not involve City resources at all. The full-service options essentially provides City of Destin with a back-office extension of the planning or finance department. Avenu provides all services found within the Compliance Pro package along with fully customizable printed letters to support compliance, direct community outreach, and compliance auditing of up to 5% of properties. Further, our service will include full configurability of the registration and tax portals.

Add-Ons: Primary Residency Verification, Homestead Exemption Audit, Sales / Use / Hotel Tax Audit, and Compliance Audit of Business Licenses or of different tax types upon request.

Figure 2: STR Compliance Options Available for Growing Needs

'Compliance Pro' <i>Software Only</i>	'Compliance 360' <i>Full-Service</i>
<u>Enhanced Monitoring & Identification</u> Discover and identify existing and unknown STRs through use of advanced self-service STR identification software that analyzes 80+ sites. <u>Registration & Permitting (Self Service)</u> Assistance to local staff to identify inaccuracies or potential fraudulent reporting practices. 4-Step mobile-ready registration portal. Easy fee collection, and administration. Paperless document upload. <u>Print and Mail</u> Up to 2 printed materials per address per year, additional volume available upon demand. <u>24x7 Hotline</u> Easy to report, prove, and resolve non-emergency short-term rental related problems in real-time, any day, at any hour with human operator inbound and outbound <u>Tax Portal</u> Online property owner/manager tax portal for new and renewal licensing <u>Payment Processing (HOT/TOT/STR)</u> Collect payments for hotel and STR taxes via credit card, ACH, debit for permits, registrations and taxes	Everything in 'Compliance Pro', PLUS: <u>Advanced Tax Portal</u> Full-Service Custom Portal for Tax Registration & Remittance <u>Print and Mail</u> Up to 2 printed materials per address per year, additional volume available upon demand. <u>Registration & Permitting (Full-Service)</u> Adoption and application of a formal annual permitting requirement <u>Tax Collection & Remittance</u> Receive, post and reconcile ALL STR filings and fee payments <u>Discovery & Recovery</u> Recover funds from newly discovered STRs and bring them into full compliance <u>Community Outreach</u> Directly communicate with noncompliant STR operators about need for compliance and present proof of their rental activity <u>Reporting</u> Powerful one-click reporting tools that enable a jurisdiction to analyze the financial trends and patterns of the local STR market and lodging tax revenue <u>Compliance Auditing – 5% of Properties</u> On-site or remote examinations by searching for financial or management inaccuracies, inadvertent irregularities, or potential fraudulent reporting practices <u>Payment Processing (HOT/TOT/STR)</u> Collect payments for hotel and STR taxes via credit card, ACH, debit for permits, registrations and taxes

3.2 STR MONITORING

Avenu's STR solution is the only solution that execute listing data collection for **over 80 unique websites**. To maximize data capture, we go beyond the "Big 4" platforms (AirBnB, Expedia, TripAdvisor, and Booking.com) to acquire listings from nation-wide Vacation Rental Management Agencies (ex: Evolve, Sonder, Vacasa, Turnkey) who have weaned themselves off the Big 4, alongside the hundreds of locally-based property managers nationwide that have their own off-platform booking and advertising pages. Avenu STR reviews search engine results 5 pages deep with different keywords/destination combinations to find organic STR inventory which allows us to go above and beyond our competitors.

Avenu STR executes listing data collection four times per week, once in each of the four-time intervals:

1) Weekday, 2) Weeknight, 3) Weekend-day, and 4) Weekend-night. By staggering data collection, we acquire "vampire" listings that become active at night and removed during the day to avoid detection. This is another example of how Avenu's proposed solution rises above competitors to truly collect all listing that are active on STR websites. With our years of expertise, we are solving STR monitoring problems many of our customers didn't know they had! Avenu's STR solution covers 80 different websites shown in **Figure 2**.

Figure 2 - Avenu's STR Solution cover 80 different sites



Using a shapefile of City of Destin' boundaries, Figure 3 is an inventory of STRs from 80 different websites. The inventory for local popular websites includes what our analysts dug up after deep analysis of online websites for organic, original inventory. They include:

Figure 3 - Short-Term Rental Heatmap for City of Destin

3.2.1 STR ANALYTICS AND DASHBOARD

Avenu STR understands the power of Dashboards and a summary of information that is useful when determining the effectiveness of a STR compliance program. We offer several different property and data source analytics and revenue and occupancy statistics based on the data collected. Below depicts a small sample from a menu of options to choose from.

If The City of Destin is looking for certain analytics, let us know and we will be more than happy to discuss. Figure 4 shows the overview, and Figure 5 shows a sample chart from our dashboard related to Property Type, Room Type, Bedrooms, Nightly Rate, and Occupancy Percentage.

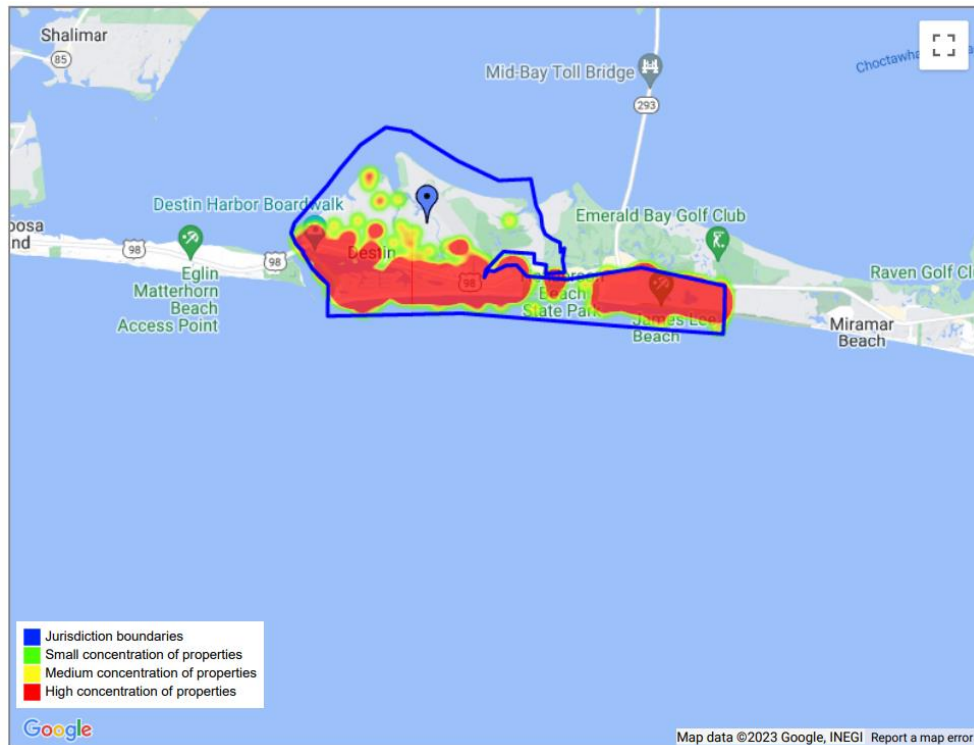


Figure 4 - STR Overview for City of Destin

Overview - Destin, Florida - 2023/09/21

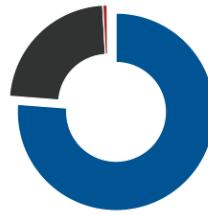
13246	STR active and intermittent listings mapped in Destin, FL
2,165	STR listings added in the past 30 days
2,174	STR listings added in the past 90 days
3,981	STR listings added in the past 365 days
10128	entire home STR listings
3118	shared-home STR listings
\$2,608,090,710.28	estimated gross revenue per year
\$130,404,535.51	estimated lodging taxes due per year (5%)

3.2.2 RENTAL STATISTICS

Figure 5 - Rental Statistics by Property Type

Rental Statistics - Destin, Florida - 2023/09/21

Property Type



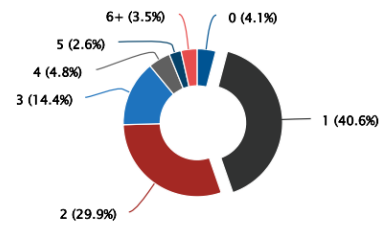
condo (76.2%) house (22.9%) commercial (0.8%) other (0.1%)

Room Type



Entire home/apt (99.7%) Other (0.3%)

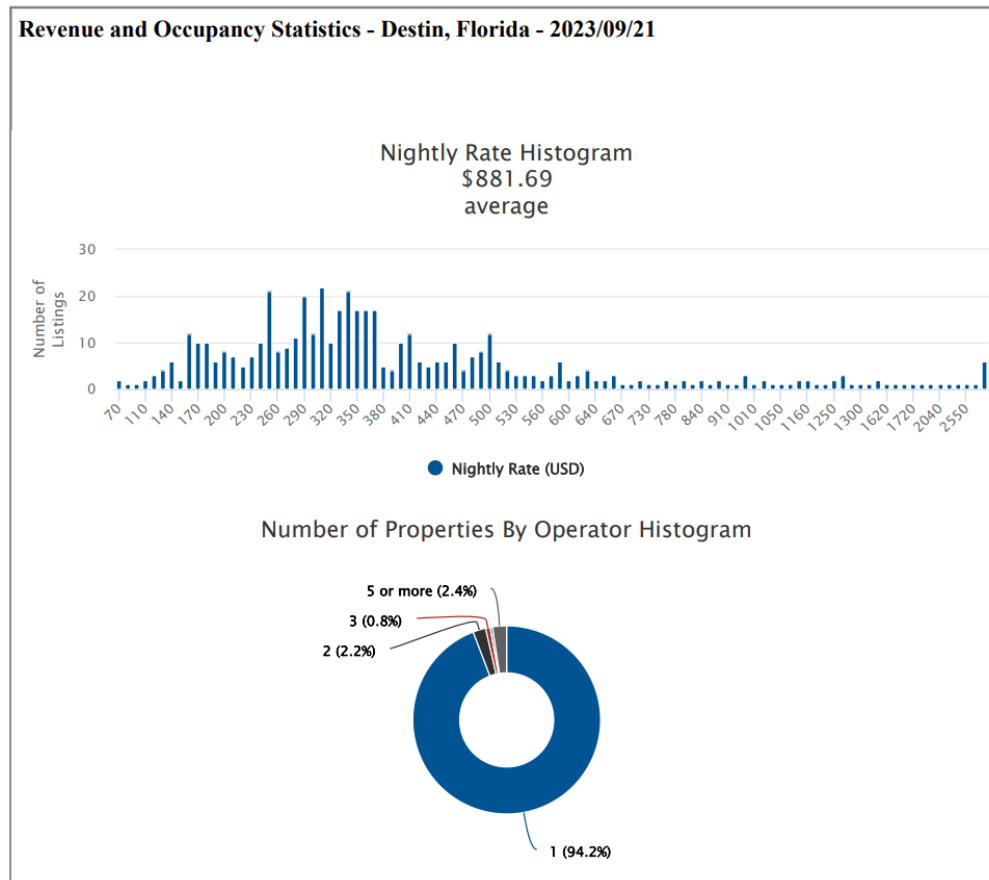
Number of Bedrooms



3.2.3 NUMBER OF PROPERTIES BY NIGHTLY RATE

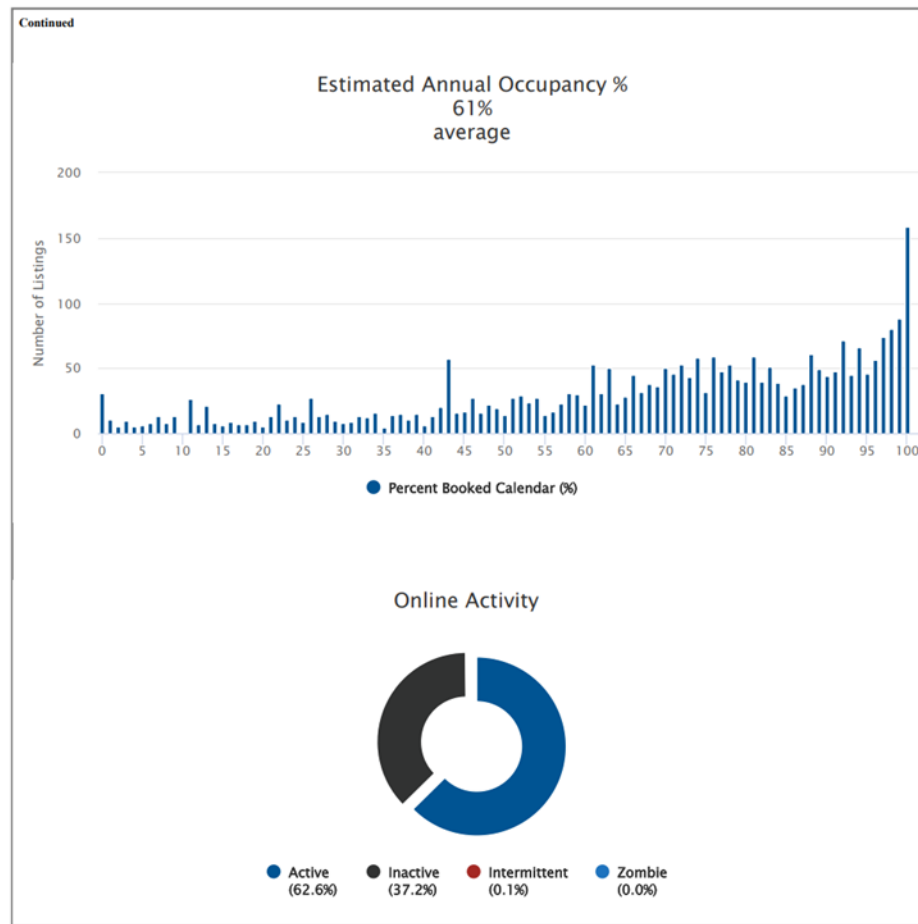
Figure 6 depicts a histogram of the average nightly rates within The City of Destin. When single-property operators are 75% or less, that generally trends towards a real estate speculator-rich environment.

Figure 6 - Nightly Rate Histogram



3.2.4 Percent of Estimated Annual Occupancy

Figure 7 – Estimated Annual Occupancy

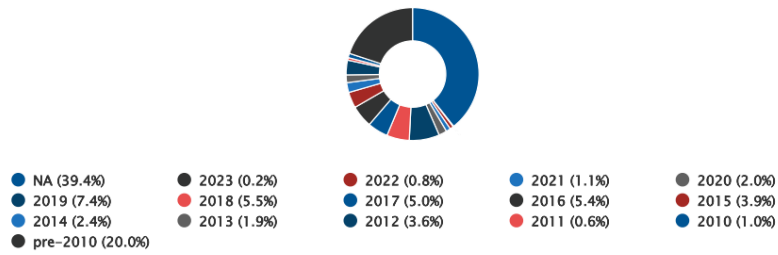


3.2.5 City of Destin INVENTORY BY DATA SOURCE

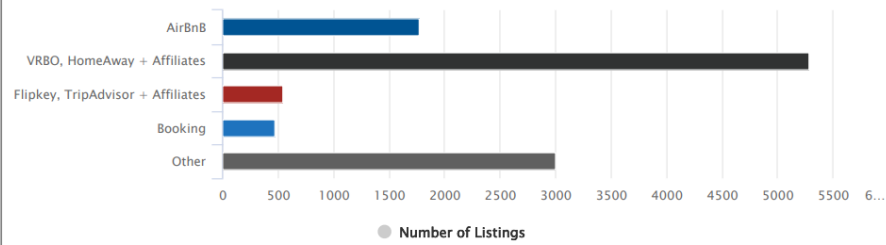
Figure 8 below shows the City of Destin' STR inventory by data source

Datasource Survey - Destin, Florida - 2023/09/21

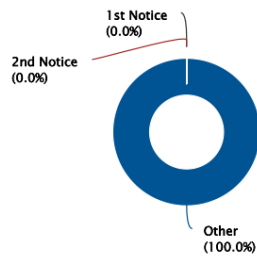
Year Ad Created / Joined



Inventory by Data Source (11072)



Zoning and Compliance



Harmari Report © 2023 LTAS Technologies Inc. All Rights Reserved

Identification

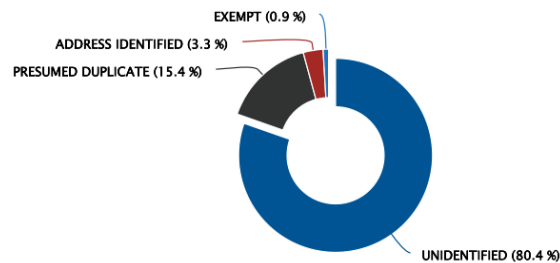


Figure 8 - Inventory by Data Source

2.2.7 Permitting and Taxing by Property

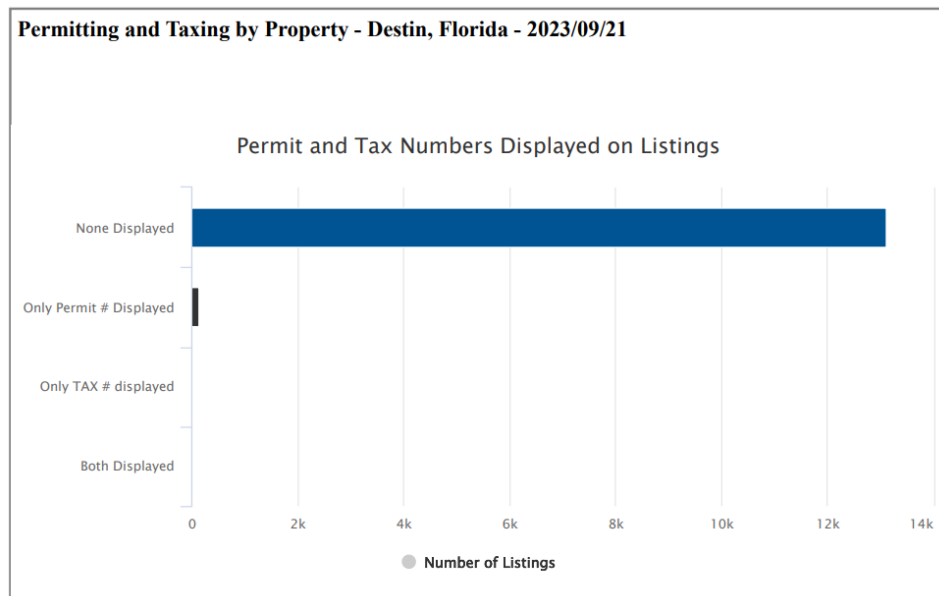


Figure 9 - Permitting and Taxing by Listing

2.2.8 Estimated Gross Revenue

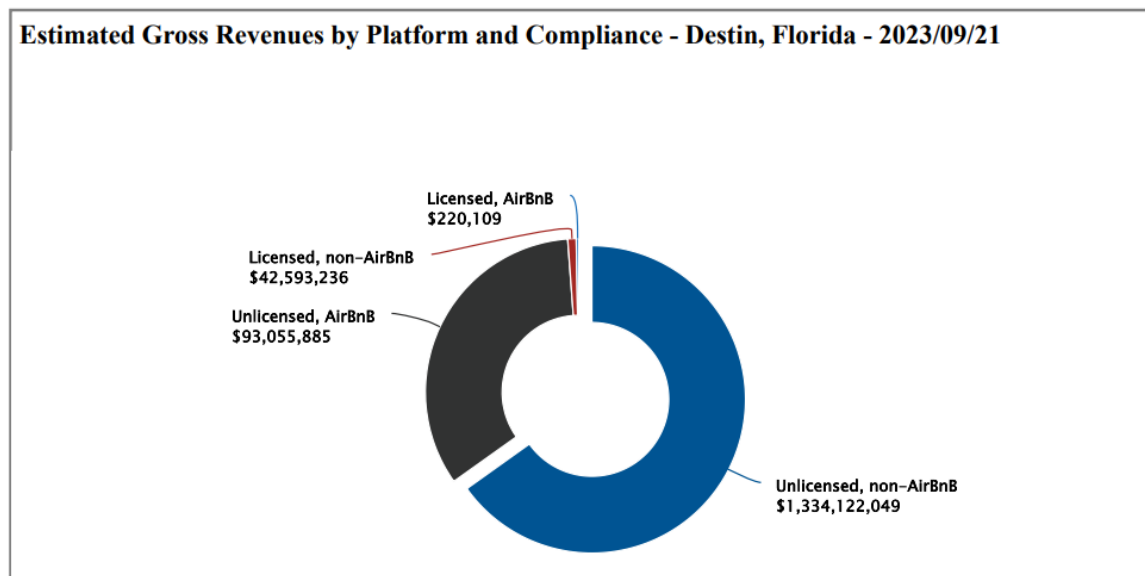


Figure 10- Estimated Gross Revenue by Platform and Compliance

2.2.9 Number of Listing Over Time

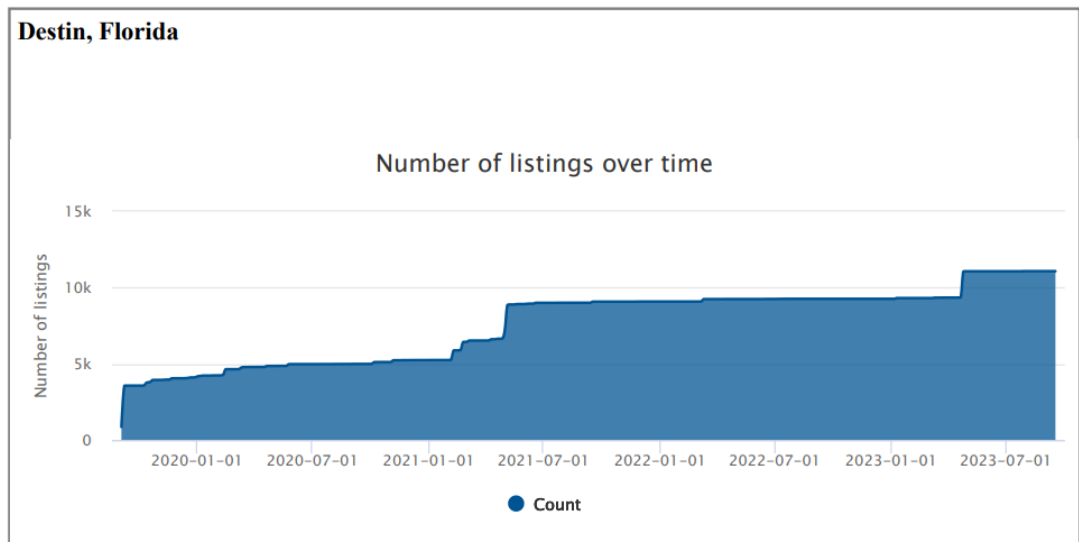


Figure 11– Number of Listings over time

3.3 ADDRESS IDENTIFICATION

3.3.1 DE-DUPLICATION

Many listings posted online are duplicates of one another. Without de-duplication of listings, several issues arise including:

- ▶ Unable to accurately assess estimated sales and taxes owed to the City of Destin
- ▶ Unable to verify that the correct permit is being used for the specific advertised rental unit

Avenu's proposed STR solution has developed proprietary matching technology coupled with human analyst verification to mitigate this issue. Our STR software first deploys its matching technology that deciphers duplicates through metadata found in a listing including but not limited to business license numbers, locations and listing photos. A sample of a de-duplication Comparison View is shown in Figure 12.

Anything not caught by the system will automatically have a secondary review by human analysts who categorize them in the following manner:

1. Rent out the exact same house/condo
2. Rent out different bedrooms in the same house/condo
3. Rent out different condo/houses

Our solution leverages advanced techniques based on Artificial Intelligence algorithms to detect duplicates and enhance identification capabilities.

Figure 12 - Sample Comparison View of De-Duplication

Comparison View										
Listing ID	a_16664863 (1) Unverified, Inactive	a_18369397 (8) Addr/Operator/Same Owner Known, Zombie	v_1075376 (8) Addr/Operator/Same Owner Known, Active	a_19583448 (10) Duplicate, Inactive	a_20151840 (1) Unverified, Inactive	a_40397331 (6) Addr/Owner Known, Intermittent	a_41696073 (5) Address Identified, Active	a_43623524 (1) Unverified, Active	v_1525912 (8) Addr/Operator/Same Owner Known, Active	v_9295838a (6) Addr/Owner Known, Active
Webpage	[Webpage]	[Webpage]	[Webpage]	[Webpage]	[Webpage]	[Webpage]	[Webpage]	[Webpage]	[Webpage]	[Webpage]
Title	Cozy Townhome, walking distance to the beach	Entire Private Guest House Walk to the beach	Private Guest House Walk to Ocean	Apartment Yacht Club for 4 persons	The Villa - Charming near the beach!	Unique 75+ Art Gallery Beach House Walk to Ocean	Mixed Use Event Space / Vacation Rental Art House	Event Space, Reception, Corporate & Retreats Venue	Luxury coastal style home minutes from the beach	UNIQUE ART HOUSE FORT LAUDERDALE BEACH STEP FROM GALLERIA LAS OLAS WALK TO OCEAN
Room size	1 BR 1BA	2 BR 2BA	2 BR 2BA	2 BR 1BA	1 BR 1BA	4 BR 2BA	8 BR 5BA	8 BR 5BA	4 BR 3BA	4 BR 2BA
Address	2531 Northeast 8th Street [Google Maps]	735 Intracoastal Dr [Google Maps]	735 Intracoastal Dr [Google Maps]	735 Intracoastal Dr [Google Maps]	712 Intracoastal Drive [Google Maps]	2600 NE 9 STREET [Google Maps]	820 NE 26th Ave [Google Maps]	[Google Maps]	720 NE 26 AVE [Google Maps]	2600 NE 9th St [Google Maps]
Photos: kitchen [+/-]										
Photos: bedroom [+/-]										
Photos: bathroom [+/-]										

De-duplication of listings is important to verify that the correct permit is being used for each advertised rental unit and to accurately assess estimated sales and taxes owing by summing reviews on each STR website.

3.3.2 IDENTIFICATION WORKFLOW - HOUSES

After collecting all the raw data and putting it through our various proprietary systems and processes, Avenu's proposed Avenu STR solution has a team of experienced analysts, who are **personally trained by Senior Analysts with over 14 years of combined identification experience**, to conduct full identifications that provides The City of Oakland Park with a court-defensible case history evidence report for each listing. Avenu's trained analysts use dozens of different public record sources to establish first/last name, business name, and exact address of the STR operator. Our proprietary toolbox includes:

- ▶ Matching up host information on social media or any other public website
- ▶ Using public records to search phone number, business name, person name, property address
- ▶ Use mapping and property data to identify the property put for rent and homeowner

The Avenu proposed solution's unmatched effectiveness is based on two key points:

- ▶ High data collection frequency allows for close STR monitoring, accurate calendar and bookings data, and prevents "vampire" STRs
- ▶ At least 2 supporting evidence screenshots have to overlap for a correct identification

If an Analyst cannot successfully identify the STR, she will escalate it to our Senior Analysts who then complete the identification relying on their expertise. Our progress bar of identification is front and center in the Dashboard report, showing you how we're working hard every day to identify rentals to get you to 100% compliance. Our solution leads the industry by **providing at least two pieces of supporting evidence for every single non-compliant STR operator** identified. Other competitors make you jump through hoops and wait for the crucial evidence required in the event of a dispute. For example, consider the evidence in a typical case showing five pieces of supporting evidence in Figure 12:

1. VRBO listing of the STR with the external view of the house
2. Matching photo on Facebook page of same STR
3. Google Street View of same STR
4. The County Appraiser Record showing ownership, exact address, sale data, square footage and more. Our competitors typically do not provide this screenshot and thus your staff will need to do it themselves
5. The profile photo from VRBO matches the photo on the host's Facebook page
6. The host's spouse has a similar picture on her Facebook page.

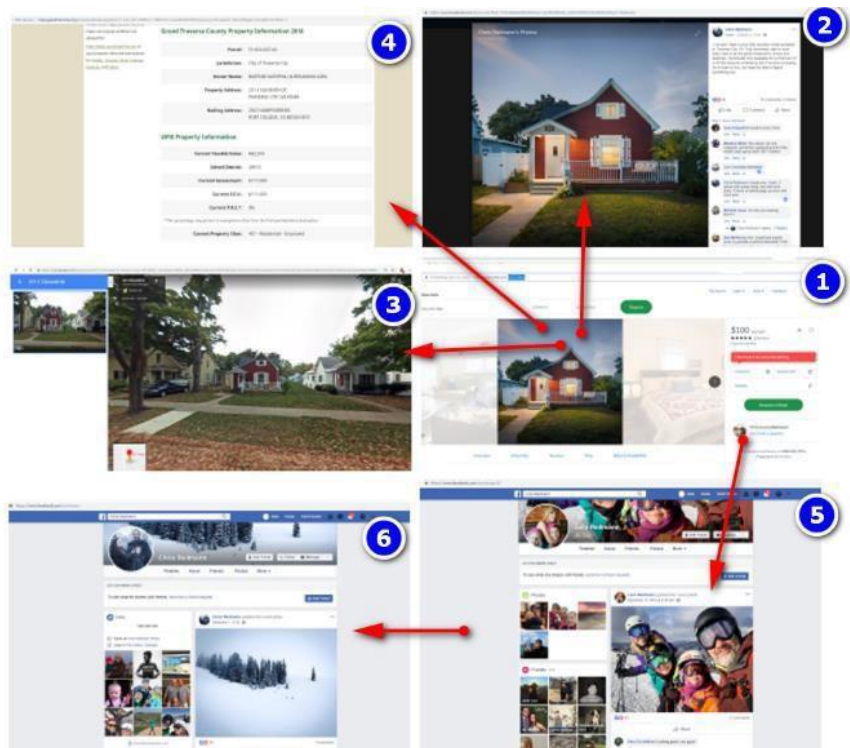


Figure 13 - Sample of Supporting Evidence Provided

3.3.3 IDENTIFICATION WORKFLOW – CONDOS

Avenu STR has monitored over 120,000 STR listings for both rural and high-density urban customers. The City of Destin has both types of land use where STRs operate. Condo units are generally more challenging, due to the inability of Street View technology to sleuth the units. However, Avenu's trained, non-crowdsourced analysts leverage many other data sources, such as real estate listings, other listings posted on the manager's own booking website outside of the STR platform, and long-term apartment rental listings.

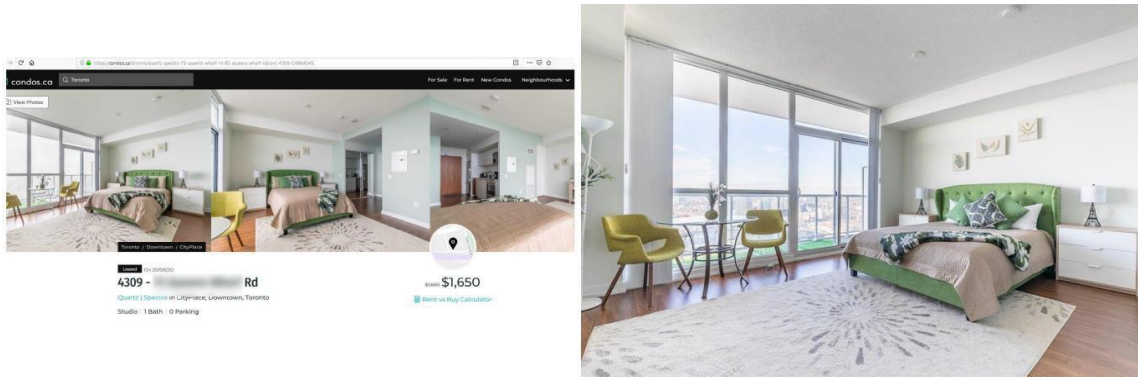
In Figure 14 below, Avenu's STR solution also leverages interior and exterior views of the unit to look at the floor and the angle of the view to compare other known unit numbers, views, and perspectives.

Figure 14 - Avenu's AI auto-determined this unit is on the 24th floor. By using the horizon line, the trained AI can approximate the altitude of the unit and divide by 10' per floor



In Figure 15 below, Avenu determined the left-hand photo from AirBnB that the interior of this unit matches the interior decorations as shown on the sale of this 43rd floor listing, located on Condos.com.

Figure 15 - Interior comparisons



3.3.4 CASE HISTORY – EVIDENCE

Figure 16 provides a Case History report with links for the listing and the operator respectively. The case history contains the following features:

- ▶ 17 Unique Sections including 67 data points assisting The City of Destin to determine tax and code compliance
- ▶ Access to all extracted data from original listing including high quality photos and metadata
- ▶ Listing Screenshot that is an exact multi-screen JPG of the live platform listing time-stamped
- ▶ Clear, organized format of all verified data from human analysts including links to the data sources of the supporting evidence
- ▶ Easy access to license and compliance information at the top of your screen
- ▶ Ability to add compliance notes tools that are automatically attached to the case history when working on a specific case, including when a customer phones in to agree/dispute letters
- ▶ Edit Mode allowing City of Destin staff to enter any additional information as necessary
- ▶ Print to PDF function that is fully customizable by section

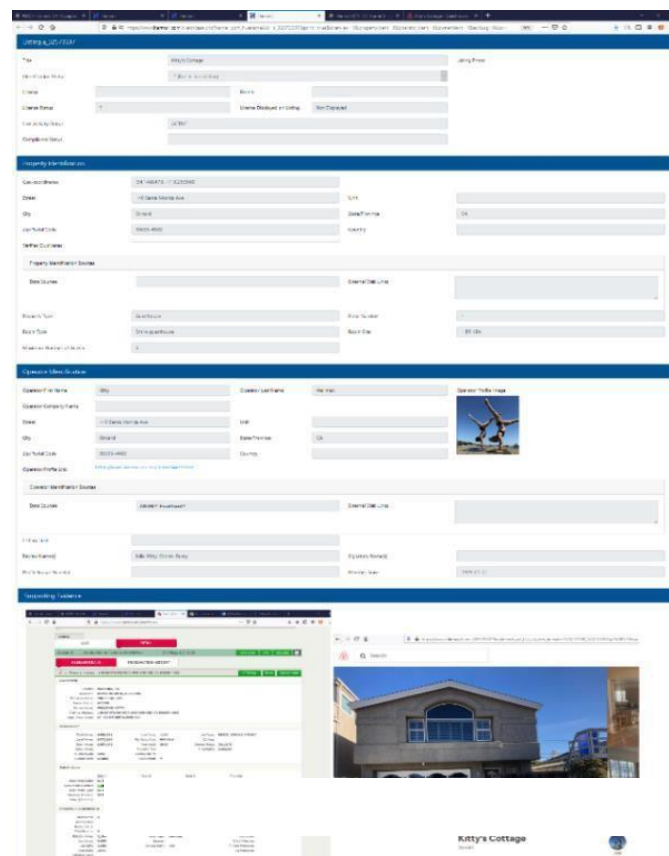
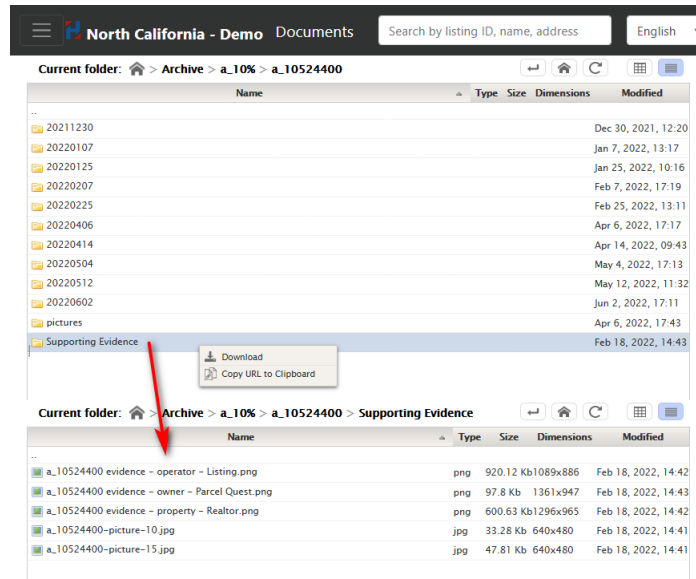


Figure 16 - Case History Report Example

3.3.5 WEB PORTAL ARCHIVE

The Web Portal – Sample Views are shown in Figure 17. The Avenu Team's proposed solution allows easy access to supporting evidence, Listing Archive Folder, and Export to PDF.

Figure 17 - Easy Access to Supporting Evidence



3.4 STR COMPLIANCE AND ENFORCEMENT

Figure 18 on the following page is a sample Licensing Workflow, which includes a cross-check of all STR data sources, against the business license and STR permit database and produces a report. Active-licensed listings won't be reported to you, they will simply be filtered out to not waste your time. Unlicensed and Inactive Licensees will be sorted by priority score and reviewed by our trained analysts if required.

Once the review is completed, the Notice letters can be auto generated by our software. Once the STR operator receives the notice letter, she can then go through the registration process and become compliant. The new licensee will then be fed back into the database for next month's cross-checking report and will no longer be sent any Notice letters.

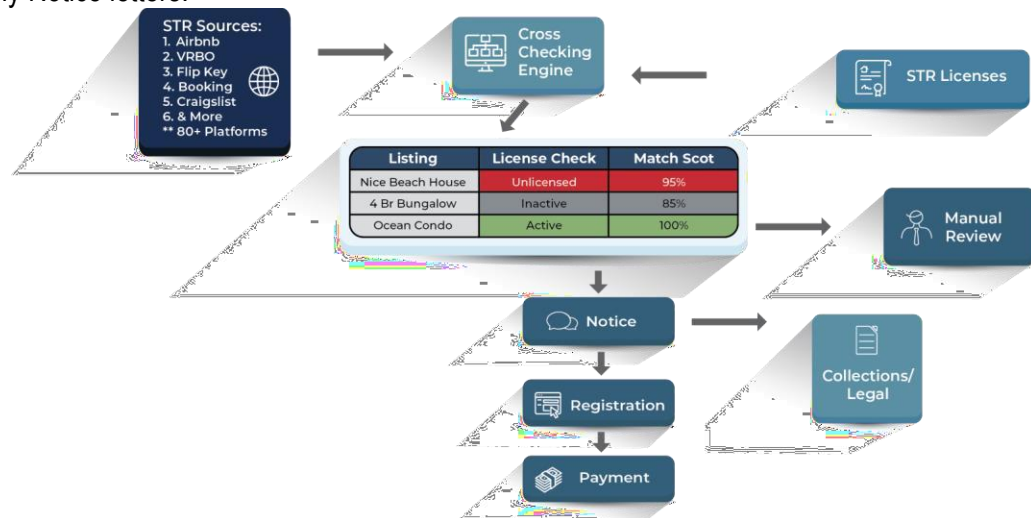


Figure 18 - Licensing Workflow

3.4.1 COMPLIANCE AND OUTREACH

Figure 19 presents an auto-generated mail merged letter, and activities questionnaire with pre-populated listing ID #s to assist with addressing the compliance gap. Listings with Identification status “Owner/Address Match” will go to owner/operators, and Identification status “Operator/Address Match” will go to property management agencies and the language of the letter can be adjusted for each.

CITY OF VENTURA

July 8, 2019

Santa Barbara, CA 93105-3715

RE: Short Term Rental listing at 1575 Spinnaker Dr

Dear Property Owner,

We are happy to learn you are conducting business within the City of Ventura! We are reaching out to get you set up in Ventura's Short Term Vacation Rental (STVR) program, which is required for property rental of under 30 days.

A recent review of information available to the City indicates you may be providing a rental at a Ventura location. We do not see proper registration for a City STVR Permit or the collection of City Transient Occupancy Tax (TOT). Under City of Ventura code, anyone who rents out their property to provide short-term lodging is responsible for collecting and remitting taxes on those occupancy services. This includes lodging arranged through online sources.

Because some homeowners may not be aware of their tax obligations regarding these services, the City is offering an opportunity to comply with past-due occupancy tax obligations without incurring penalties. To take advantage of this opportunity, complete the enclosed application packet and getting it to our office within 30 days of the date of this letter. You may also find it online at: cityofventura.ca.gov/STVR

Please contact the Business Tax Office directly in person, by email or by phone as soon as possible and begin contact with us. We would like to help you avoid any penalties and make this a quick process. We are happy to help you understand and answer any questions you have while filling out the forms.

Failure to respond to this request may result in additional enforcement actions, including Administrative Citations by Code Enforcement.

Thank you for your prompt attention to this matter.

Sincerely,

Business Tax Office

501 Pol Street, Room 107 • Ventura, California 93002
(805) 658-4715 • Fax (805) 653-0834
www.cityofventura.ca.gov/STVR
bt@cityofventura.ca.gov

CITY OF VENTURA

Activities Questionnaire

Name: _____ Case ID: a_13391555

1. Are you currently registered to remit Short Term Vacation Rental Occupancy Taxes?

☐ Yes – Provide Account Number _____

☐ No – Continue with questionnaire

2. If you currently have an agreement with Online Home Sharing Broker(s), please indicate the name(s) of the broker(s) in the space below.

3. Address of property/properties used to provide Short Term Vacation Rental occupancy services in Ventura

Website	Listing #	Address	City	Zip

4. Please complete the number of days each property listed above was used to provide Short Term Vacation Rental occupancy services each year:

	2016	2017	2018	2019

5. Income Received from Short Term Vacation Rental occupancy services each year:

	2016	2017	2018	2019

(If additional space is needed please attach additional sheets)

6. Will the property/properties continue to be used for providing hotel occupancy services in the future?

☐ Yes

☐ No

Signature _____ Date: _____ Telephone: _____

501 Pol Street, Room 107 • Ventura, California 93002
(805) 658-4715 • Fax (805) 653-0834
www.cityofventura.ca.gov/STVR
bt@cityofventura.ca.gov

Figure 19 - Auto-Generated Mail Merged Letter

Avenu's proposed STR solution will accept monthly uploads of STR operators that are filing Lodging Tax and/or permit and/or business license data, to measure which STR operators are now in compliance and who has not.

Figure 19 presents example results for outreach and the positive outcomes obtained by bringing new and unregistered STR operators into compliance.

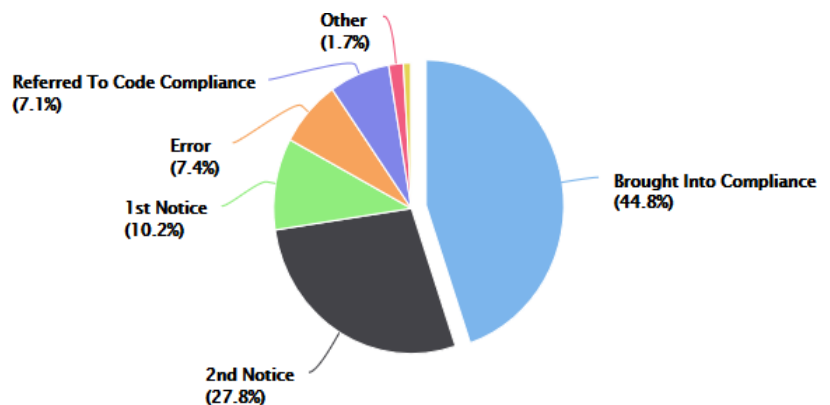


Figure 20 - Sample results for phone and letter-based outreach

3.4.2 COMPLIANCE ANALYTICS

Avenu's STR web portal also has add-on offerings to enhance the compliance effort.

- ▶ Calendar booking analytics which track when bookings are made on the STR operator's booking calendar. Example in Figure 20 shows statistics on average stay frequency and stay duration. Beside the Revenues module of each Case History, a user can pick a specific Calendar Download Date to download a CSV file containing discrete check-in, and check-out dates that were **not available** to a guest at the time the calendar was checked. **Note:** calendar blocked dates do not guarantee a revenue-generating stay occurred.
- ▶ Timestamped JPGs (Figure 22) which are web-browser rendered (WYSIWIG) format snapshots of what the STR listings looked like live on the platform. This is very useful for fly-by-night listings that only pop up for short periods of time, accept a booking and then shut down.
- ▶ Edit Log records, which enumerates how all information changes, when it changes (date/time, field, old value, new value). This is useful for code compliance cases when the number of bedrooms or maximum guests listed exceeds what is allowed per ordinance.
- ▶ Quickly and easily add compliance notes for people who call in and agree, dispute, or have questions on the letters they receive (Figure 23). Notes entered keep us updated on your activities to suppress those leads for next month, so that you don't get the same leads every month. This maximizes the efficiency of going through the data.

Calendar Bookings Analytics

Figure 21 - Booking and Reviews Data Including Average Stay Length and Stay Frequency

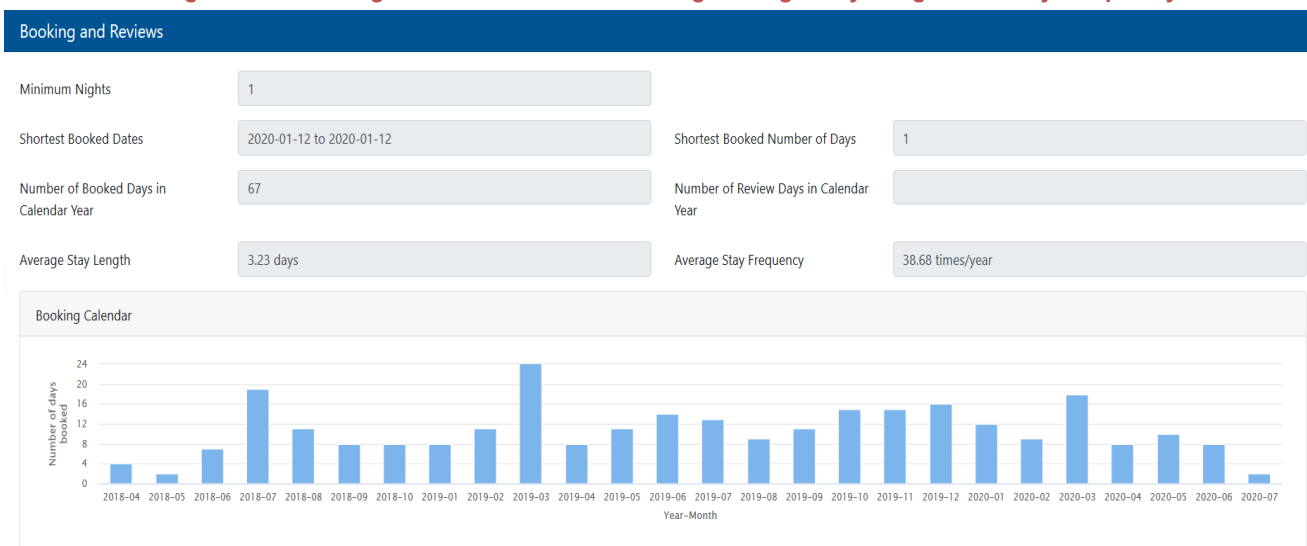


Figure 22 - Time Stamped JPG

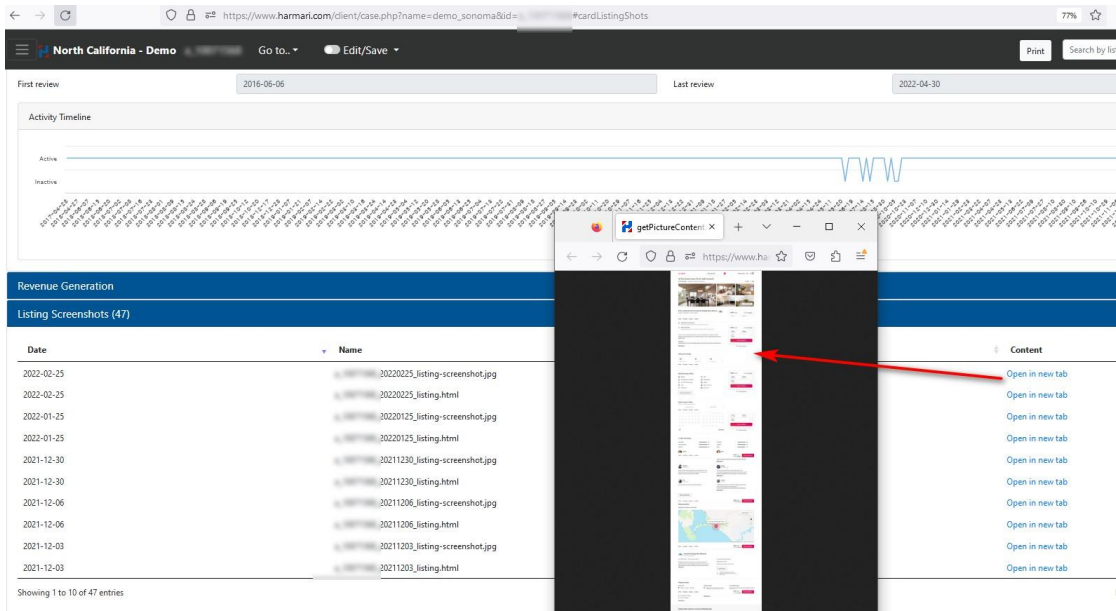
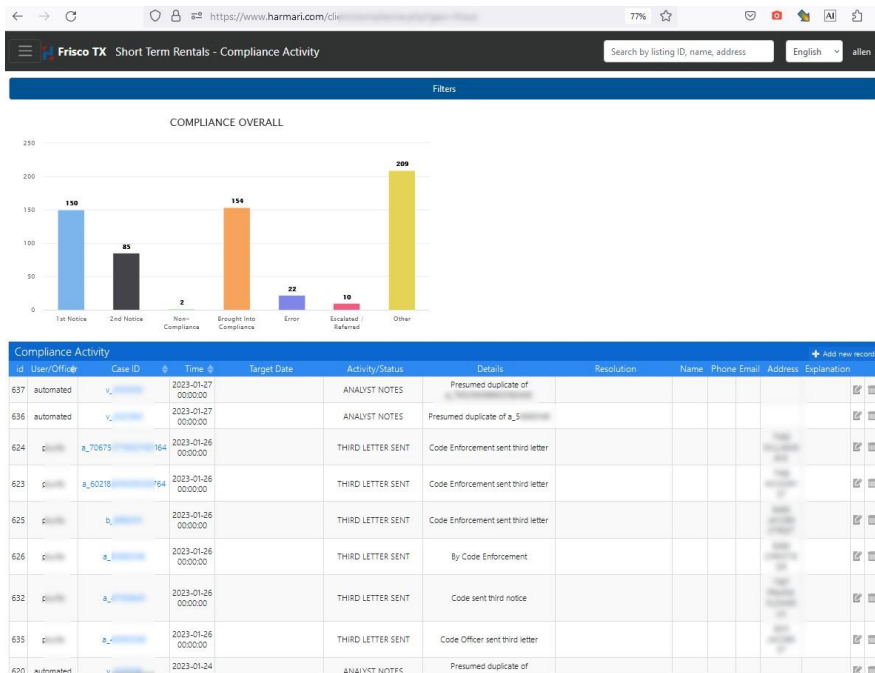


Figure 23 - Track Compliance Notes, Disputes and Activity



Avenu's system is capable of integrating with 3rd party software through different methods manually and/or automated. Our automated integration process involves an API setup that establishes connection to your database to push and pull data at a set frequency.

Our manual integration method includes an export/import process of XML, CSV and XLSX files. This method allows staff to export data in a set format from the source system and import that said data into the destination system assuming data field mappings have been established and completed.

3.5 SAMPLE REPORTS

Avenu fully understands the importance of a simple, easy to use, and intuitive way to run reports. Avenu's proposed solutions' interface has been designed following two main principles:

- ▶ Be as simple as possible while covering all the needs of the user.
 - We have iterated with users until finding the optimum design implemented in the current version of the Avenu STR solution.
- ▶ Be as intuitive as possible, so that the learning curve can be accomplished in few hours. None of The City of Destin' employees will require more than 2 hours to become familiar with the tool and to leverage its potential.

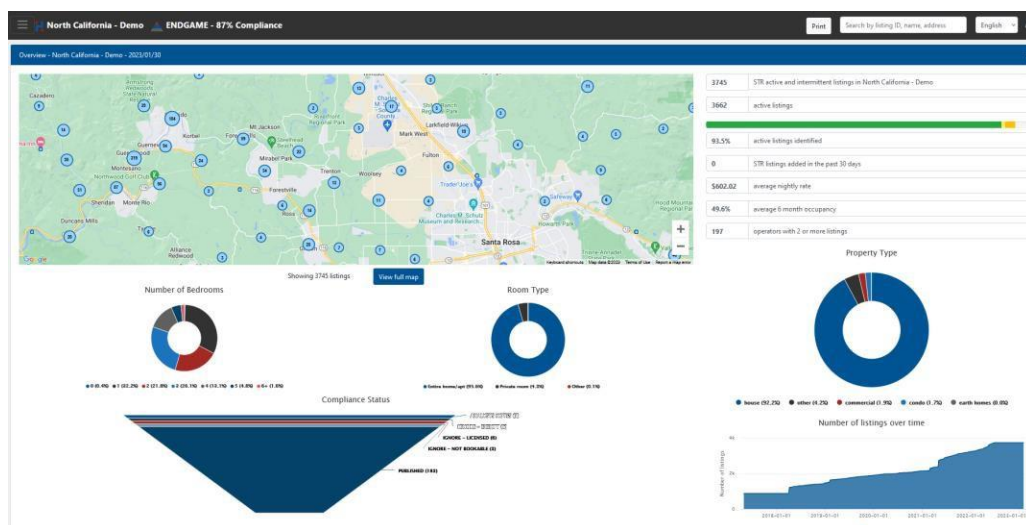
Easy navigation from start to information:

- ▶ Minimum number of clicks required to get to Case History
- ▶ Mobile-friendly interface
- ▶ Edit Mode – perfect for field work by Code Compliance

3.5.1 DASHBOARD, MOBILE READY AND SEARCHING

Shown below is the Web Portal – Sample View (Figure 24) of Avenu Team's proposed solution which has a three-Line Corner Menu to access all modules, Bubble Map showing STR density, and Charts for compliance and analytics

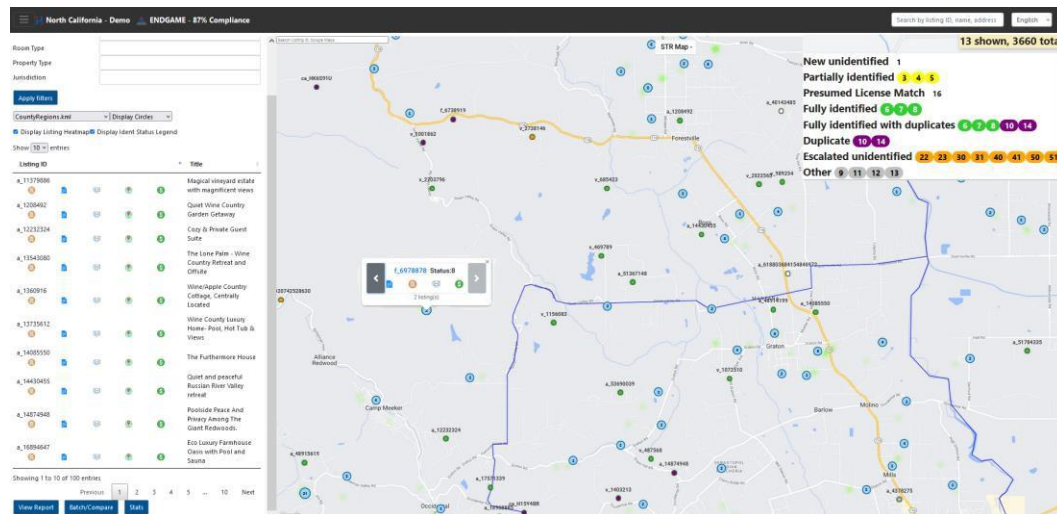
Figure 24 - Sample Web Portal View



Identification Progress Bar on the right shows you progress being made (including escalations) in real-time by our STR Analysts who are working through daily listings to determine if it's a new property to the data set or an additional listing for an established permit.

Shows a Map-based navigation which shows the Identification Status in the legend, and list-results as if you're using Google Maps!

Figure 25 – Map based navigation with legend for Identification Status



Our proposed solution is mobile ready with a web portal can be accessed from desktop PC's Macs, mobile, or tablet and will adapt to the screen size of each, as shown in Figure 26.

Figure 26 - Mobile Ready



Avenu's proposed solution allows for search by address, owner name, operator name, parcel number, permit number, URL, Listing ID (**see** Figure 27) and results are grouped.

Figure 27 - Variety of Search Options Available

Listing matches for: bodega

Person/Company name (100) Listing title (100) Person/Company address (13)

Listing address (92) Owner/Operator name (100) Owner/Operator address (12)

Rank	Listing ID	Title	Address	Links
1	v_1056	Bodega Bay- easy access view home in Bodega Harbor South	over	
2	v_659	Romantic-180° Water Views Pt. Reyes-Bodega Bay, Spa-FP-Quiet-Wildlife-Beach-Golf	heron	
3	b_504	Bodega Bay Inn	re	
4	b_525	Bodega Coast Inn and Suites	east	
5	f_920	Bright Bodega Bay House rental with Deck	Bodega	
6	a_324	Quiet & Tranquil Seaside Bodega Bay Retreat	anz	
7	f_884	Adorable Bodega Bay vacation House with Housekeeping Included	ard Ct	
8	f_884	Cozy House in Bodega Bay with Deck, sleeps 9	ing Ct	
9	b_430	Bodega Harbor Inn	Bodega	
10	v_655	Wonderful Views of Dillon Beach and Bodega Bay	ana	

Showing 1 to 10 of 100 entries Previous 1 2 3 4 5 ... 10 Next

Batch/Compare

3.5.2 ON-DEMAND EXPORT REPORTS

Rather than requesting a monthly report, Avenu's STR solution makes the process of getting a report as simple as possible. You can request any of our seven different reports with six different filters (see Figure 28). With a few clicks you have direct access to exactly what you need. We can even schedule weekly or monthly emails with progress reports attached.

Figure 28 - On Demand Reports

Frisco TX On Demand Reports

Search by listing ID, name, address English

Fill out these fields, submit, and report(s) will be emailed when ready. Please be patient. Once started, report(s) will be delivered regardless of browser navigation.

Mail Merge

Email *

allen@harmari.com

Report Type *

Full

Full details of the listings, owner, operator, occupancy, tax, important dates, and other metadata (74 columns)

Filter *

In Jurisdiction, Not Inactive

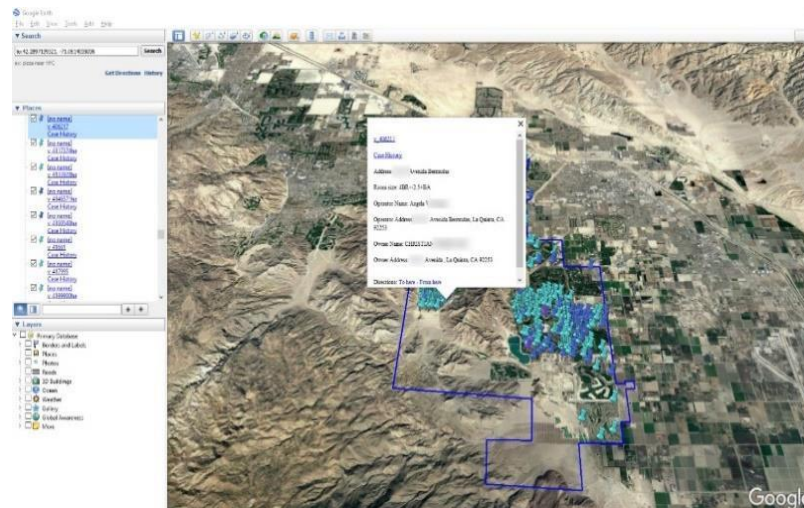
Listings within the jurisdiction boundaries based on shapefile (includes active, intermittent, or zombie)

Submit

On-Demand Export Report templates include:

- ▶ Full Report with 87 columns of data
- ▶ Master Report of 16 columns for the public / Council meetings
- ▶ Mailout Report of 26 columns for sending letters
- ▶ Violations Report as mentioned below
- ▶ GIS export compatible format shown in Figure 29

Figure 29 – GIS Export-Compatible Format



3.5.3 ON-DEMAND VIEW REPORTS

City of Destin staff may generate their own ad-hoc reports with 25+ columns available, using 15+ different filters as shown in Figure 30

Figure 30 - Staff Can Create Ad-Hoc Reports

3.5.4 VIOLATIONS REPORT

Avenu's proposed solution can generate a **Violations Report** which contains any STRs that have the following:

- ▶ Advertised a maximum guest occupancy that exceeds the number allowed based on permit
- ▶ Any upcoming or past stays on the rental's calendar that are fewer than the minimum nights required to be exempt from STR registration (e.g. a less than 30-night stay)
- ▶ Any hotline complaints that resulted in an escalation to Code or Police
- ▶ Any escalated complaints from outreach that have been exhausted by the vendor (e.g. hanging up on call, 2 letters / 2 mailouts without response, disputed evidence)
- ▶ Other data (customizable to your needs)

A screenshot is provided in Figure 31. The report is currently sorted by the greatest number of violations descending, but can be customized based on violation type, severity, and frequency. Should The City of Destin require additional violations to be detected, columns can simply be appended to the right of this report.

Figure 31 - Violations Report

Listing ID	Listing Title	Property Address	Unit	City	St	Zip	Signatory Name (s)	Identification	Licensing	Matched Rental Property License	Web-site	Number of Guests	Violation List	Violation Date Range	Compliance Activity	Compliance Activity Date Range	Hotline Complaint	Number of Violations	Violations Score (sorted)
a_53612873	Renovated Luxurious Modern Farmhouse	3650 N Wolff St		Denver	CO	80212	Ryan	Addr/Operator /Same Owner Known	UNLICENSED		website	14	COMPLAINTS – MULTIPLE ISSUES COMPLAINTS – NOISE/PARTIES COMPLAINTS – NOISE/PARTIES	FROM 2021-06-28 TO 2021-06-28		FROM 2021-11-03 TO 2021-11-03	COMPLAINTS – MULTIPLE ISSUES COMPLAINTS – MULTIPLE ISSUES COMPLAINTS –	12	166
b_7756954	2 King beds, Newton, sunroom, and bright kitchen in Denver	4928 N Newton ST		Denver	CO	80221		Addr/Operator /Same Owner Known	Active	***2021-BFN-0007527	website	2	COMPLAINTS – PRIMARY RESIDENCY COMPLAINTS – MULTIPLE ISSUES	FROM 2021-11-03 TO 2021-11-03	IGNORE - EXEMPT	FROM 2021-11-03 TO 2021-11-03	COMPLAINTS – MULTIPLE ISSUES COMPLAINTS – COMPLAINTS –	8	129
a_48398931	Lohi Luxury Lodge, Heart of Denver.	2719 W 32nd AVE		Denver	CO	80211	Jake	Addr/Operator /Same Owner Known	Active	***2021-BFN-0001287	website	4	COMPLAINTS – PRIMARY RESIDENCY COMPLAINTS – PRIMARY COMPLAINTS – PRIMARY COMPLAINTS –		PUBLISHED	FROM 2021-07-14 TO 2021-07-14	COMPLAINTS NOISE/PARTIES COMPLAINTS – COMPLAINTS –	7	112
a_39791711	High-End Home 2 Miles to Wash Park & Cherry Creek	700 S Filmore ST		Denver	CO	80209	Evolve	Addr/Operator /Same Owner Known	UNLICENSED		website	6	COMPLAINTS – PRIMARY RESIDENCY COMPLAINTS – PRIMARY COMPLAINTS – PRIMARY COMPLAINTS –		SUSPECTED NON-COMPLIANCE	FROM 2022-01-13 TO 2022-01-13		7	100
a_52130786	Cheerful 5-bedroom residential home with patio	21340 E 48th Pl	104	Denver	CO	80249	Aabi	Addr/Operator /Same Owner Known	Active	***2021-BFN-0008944	website	10	COMPLAINTS – MULTIPLE ISSUES COMPLAINTS – PRIMARY COMPLAINTS – PRIMARY COMPLAINTS –					5	72
a_6200571253	Beautiful 3 Bedroom Home, Great Denver Location!	1555 S Garfield St	1201	Denver	CO	80210	Daniel	Addr/Operator /Same Owner Known	UNLICENSED		website	8	COMPLAINTS – PRIMARY RESIDENCY COMPLAINTS – PRIMARY COMPLAINTS – PRIMARY COMPLAINTS –		PUBLISHED	FROM 2021-07-14 TO 2021-07-14		5	69
a_12008338	Eco-Friendly Sunnyside Bungalow	4209 N Mariposa ST		Denver	CO	80211	Rob	Addr/Operator /Same Owner Known	Invalid	***2016-BFN-0004195	website	4	COMPLAINTS – PRIMARY RESIDENCY COMPLAINTS – PRIMARY COMPLAINTS – PRIMARY COMPLAINTS –				COMPLAINTS NOISE/PARTIES COMPLAINTS – COMPLAINTS –	4	52
a_27953051	% OFF Jan: Beautiful Historic Home in Top Location	1437 Columbine St	A	Denver	CO	80206	Joshua	Addr/Operator /Same Owner Known	Active	***2021-BFN-0005019	website	10	COMPLAINTS – PRIMARY RESIDENCY COMPLAINTS – PRIMARY COMPLAINTS – PRIMARY COMPLAINTS –					3	48
a_6284916116	Stunning & spacious 3-bed home -	3459 N Quivas ST		Denver	CO	80211	Mike And	Addr/Operator /Same Owner Known	Active		website	6	COMPLAINTS – NOISE/PARTIES COMPLAINTS – NOISE/PARTIES COMPLAINTS –					4	46

3.5.5 INSIGHTS REPORT

Our Insights module dashboard (Figure 32) helps find keywords around themes to assist with compliance. We have grouped those themes below:

- ▶ **COVID-19** – reviews that show vacations cut short due to the restrictions, or listings that now advertise they are “sanitized,” or offer “self-isolation.”
- ▶ **Events** – reviews mentioning they held an event, wedding, or a party at the rental, so Cities know that they require a permit, or enforce quiet hours at night, etc.
- ▶ **Fees/Taxes** – any mention of paying extra charges, or cash that are part of the taxes to be reported can be tracked by tax collectors
- ▶ **Overcrowding** – mention of too many people in a rental, or bunkbeds or rooming house causing safety issues for the neighborhood
- ▶ **Unclean, Mold, Pests** – health issue for rentals that are run-down and not maintained
- ▶ **Safety** – safety related issues, secondary units (basement units, carriage houses, etc)
- ▶ **Unhosted Rental** – keywords or phrases that help find violations of primary residency. City of Destin staff can enter their own custom keywords to gain local specific insights, as shown in Figure 29.

Figure 32 - Insights Module Dashboard

Denver, CO Insights

Search by listing ID, name, address

Engl

COVID-19 Events Fees/Taxes Overcrowding Mold Unclean Safety Pests Unhosted Rental Fees/Taxes Unhosted Rental

Frequent phrases

Phrase	Occurrences
party	2534
recreate	679
wedding	841
backyard	478
celebration	437
reception	246
private	199
banquet	3

Showing 1 to 8 of 8 entries

And new phrase

Match keyword exactly

Preview Submit

Selected phrases: party

Copy CSV

Listing ID	Title	Approximate address	Bedrooms	Guests	Occurrences in listing
a_123456789 (reviews)	Near City Park & Downtown, Modern, Comfortable.	Gaylord ST	6 BR 3 BA	12	56
a_123456789 (reviews)	Modern Urban Class in Rino	Williams St	2 BR 2 BA	13	29
a_123456789 (reviews)	Central Denver Oasis with HOT TUB!!!	North Marion Street	3 BR 2 BA	8	20
a_123456789 (reviews)	The Denver Superbowl Industrial 2BR/2BA Sleeps 4!	Williams St	2 BR 1 BA	4	17
a_123456789 (reviews)	Highly Rated Mini Mansion - Walk to Food/Shops	Some Ave	6 BR 3 BA	13	16
a_123456789 (reviews)	Luxury Living Brand New Contemporary Sleeps 14!	Grove ST	5 BR 3 BA	14	15
a_123456789 (reviews)	Perfect space for groups in the heart of Inlet!	31st AVE	4 BR 3 BA	14	13
a_123456789 (reviews)	The Good Vibes House - Private shower per bedroom!	Race ST	4 BR 4 BA	16	13
a_123456789 (reviews)	Large designer house near downtown! Walk to all!	16th AVE	4 BR 3 BA	12	12
a_123456789 (reviews)	3 bedrooms Suite in Cap Hill	Marion St	3 BR 2 BA	8	11

Showing 1 to 10 of 1000 entries

Previous

1 2 3 4 5 ... 1

carahsoft

28

AVENU
INSIGHTS & ANALYTICS

Figure 33 –Search Within Reviews

Reviews	
Show 10 entries	Search: party
Review Date	Review Text
2020-02-10	Priscilla's place is by far the nicest Airbnb I have ever stayed at. If you are even contemplating booking, book this place! We went for a long weekend with 7 girls for my sisters bachelorette party. The house is AMAZING. So clean, so much space for everyone plus more and don't even get me started on the backyard it is so beautiful. We honestly could have just stayed at the house relaxing in the pool and hot tub for the whole weekend and been completely satisfied. Having coffee out on the patio was a great way to start our mornings, and the location was perfect a quick uber to wherever we wanted to go. I could keep going on about how amazing this place is, but all I will say is if we are ever back in ft. Lauderdale I would love to have the opportunity to stay at Priscilla's place again!
2019-11-24	Priscilla's house was absolutely perfect! Everything exceeded expectations by far. We had a college reunion and there was more than enough space for our group of 10 adults. She was so accommodating and the house had everything we needed. Lots of leftover party supplies & space but is also in a quiet area that is perfect for relaxing. Best of both worlds, we did not leave the pool the entire time! Thank you so much Priscilla! Would definitely recommend and stay again.
2019-11-17	This is the best Airbnb experience I have ever had. The description of the place, the pictures are all accurate, if anything, they do not do the place justice. Priscilla goes above and beyond with nice touches; the beds are comfortable and the house is very practically laid out and stocked with everything you would expect, even for our bachelor party of 8 guys in our 30's who like to cook. Every one of us were super comfortable and they were all singing my praises for booking this house. The scenery and location are ideal; it was so nice to wake up, make coffee and have it out in the lounge chairs overlooking the water. Groceries for grilling etc were only a five minute Uber ride away and Priscilla also provides convenient delivery options which we utilized. You are also close to downtown, restaurants, bars etc. I'm conclusion, the place and the hosts are first rate fantastic! Don't hesitate to book!

3.5.6 TOP HOSTS

For customers with large-short term rental inventory, it makes sense to approach hosts with large multi-listing inventories to make great gains in compliance with reaching a few hosts. Simple steps get to results as in Figure 34:

1. Click the user ID of the host in each platform
2. The Host contact information, web links, mailing address appear in the top right, while the associated listings show up in the lower right panel

Figure 34 - Top Hosts Review

Top Hosts

Suspect Hosts

Date:

Top Hosts, all platforms, having at least 10 listings with Active(1) status

Hosts

Copy

CSV

Show10▼entries

Search:

Number of Listings	User ID	User name
65	au_10202618	Simply Comfort
52	au_152088065	Gennadi
46	fu_97726	Pelican Executive Vacation Suites
42	au_785826	Arlene
41	au_4124418	Ashish
34	au_327456656	Gevorg
34	au_135718015	Ak
29	au_301014754	Sonder (Toronto)
28	au_211526817	Golsana
26	au_1919294	Toronto Suite Rentals

Showing 1 to 10 of 69 entries

Previous

1

2

3

4

5

6

7

Next

Identified Operator

First Name

reservations@simplycomf

Last Name

Simply Comfort

Phone: 1 (437) 886 4396

Profile Image

Company Name

Simply Comfort

Address

2225 Sheppard Ave E, North York, ON, M2J 4Y1

Profile Link

https://www.airbnb.ca/users/show/10202618

Identification Sources

Data Sources

External Website, Realtor

External Web Links

https://simplycomfortsuites.com/cont

Selected host: au_10202618

Copy

CSV

Show10▼entries

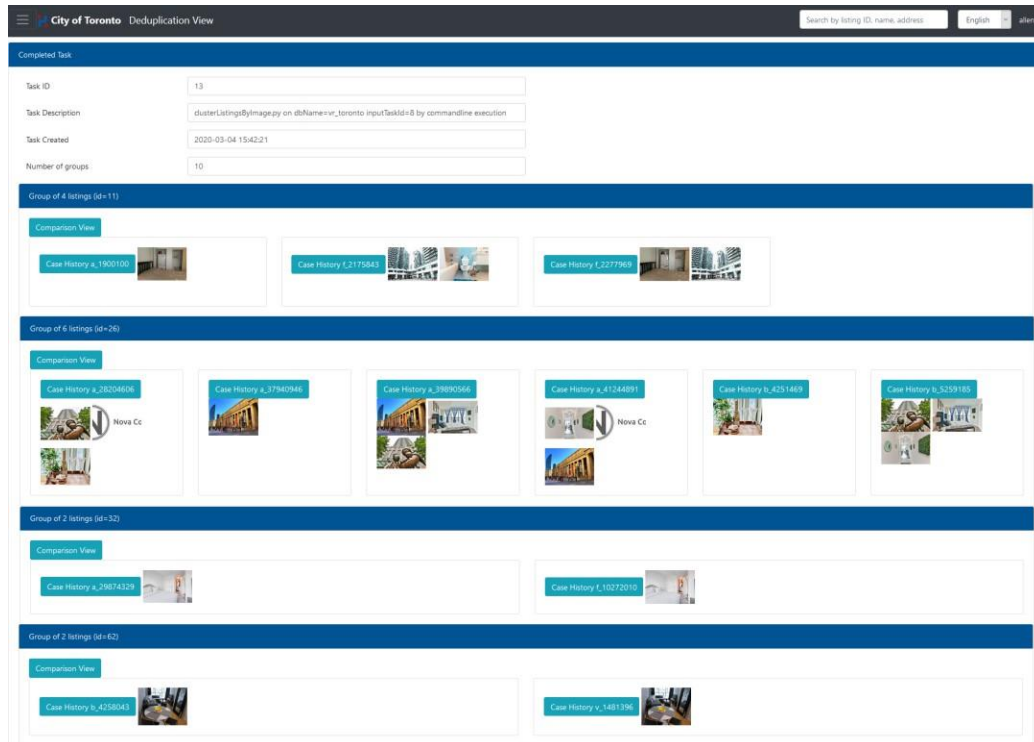
Search:

Listing ID	Listing Title	Address	Identification Status	Reviews	Bedrooms	Guests
a_22069427	UV DISINFECTION Unbelievable 43FL CNTower View	26 Grand Trunk Crescent	Presumed Duplicate	67	2 BR 18A	3
a_30631030	UV DISINFECTION Unbeatable 66fl Downtown View	19 York St	Unverified	42	1 BR 18A	3
	UV DISINFECTION	3 Bremner	Presumed			

3.5.7 CLUSTERING VIEW

Figure 35 shows a sample of our Clustering Task view interface, with listings from different websites with prefixes a=Airbnb, v=VRBO, f=Flipkey, b=Booking, to assist with matching clients

Figure 35 - Clustering Task View Interface



3.5.8 CUSTOMIZED REPORTING BY ZONING

Some ordinances are complex in nature, whereby STRs are allowed in some designated zones, disallowed in others, and furthermore have caps in others (e.g. by density percentage, number of permits, each STR at least a fixed distance apart). Avenu STR displays districts and HOAs with customized workflows similar to how City of Destin is organized. See below Map interface which allows both visualization and filtering by districts or zones, shown in Figure 36.

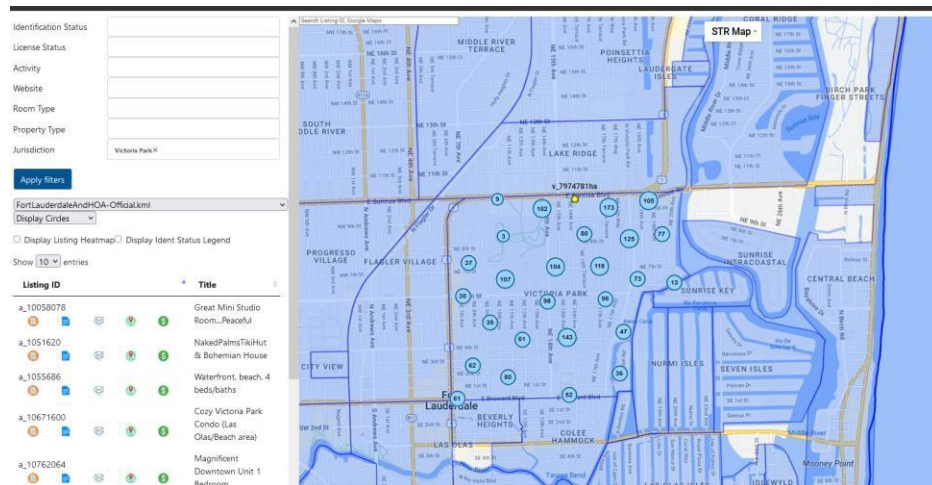


Figure 36 - Customized Filters and Compliance Reporting for Zoning-specific STR ordinances

3.5.9 CONTINUOUS MONITORING AND REPORTING OF NON-COMPLIANCE

The Avenu STR proactively monitors continuously for key changes to the STR listings that may regress back into non-compliance. For example:

- ▶ STR listing was taken down by the host, marked IGNORE TAKEN DOWN by the City of Destin staff member, and then the host brings it back up again 30 days later
- ▶ STR listing's minimum night stay was change to 31 or more nights, marked IGNORE EXEMPT by the City of Destin staff member, and then the host changes it to below 31 nights after one week
- ▶ STR listing maximum guests was within exceedance by the host, marked IGNORE MAX GUESTS by the City of Destin staff member, and then the host changes maximum guests to out of tolerance

In such cases, City of Kissimmee staff will be emailed a notification that something has changed, and they should investigate the case history report for further enforcement actions. See Figure 37 for an example notification.

Ignore - Taken Down rental listing v_9387805ha recently became active

 Notifications Harmari
To: Allen Atamer

 You forwarded this message on 3/31/2022 6:00 PM.
If there are problems with how this message is displayed, click here to view it in a web browser.

 Reply  Reply All  Forward  

Thu 3/31/2022 12:00 AM

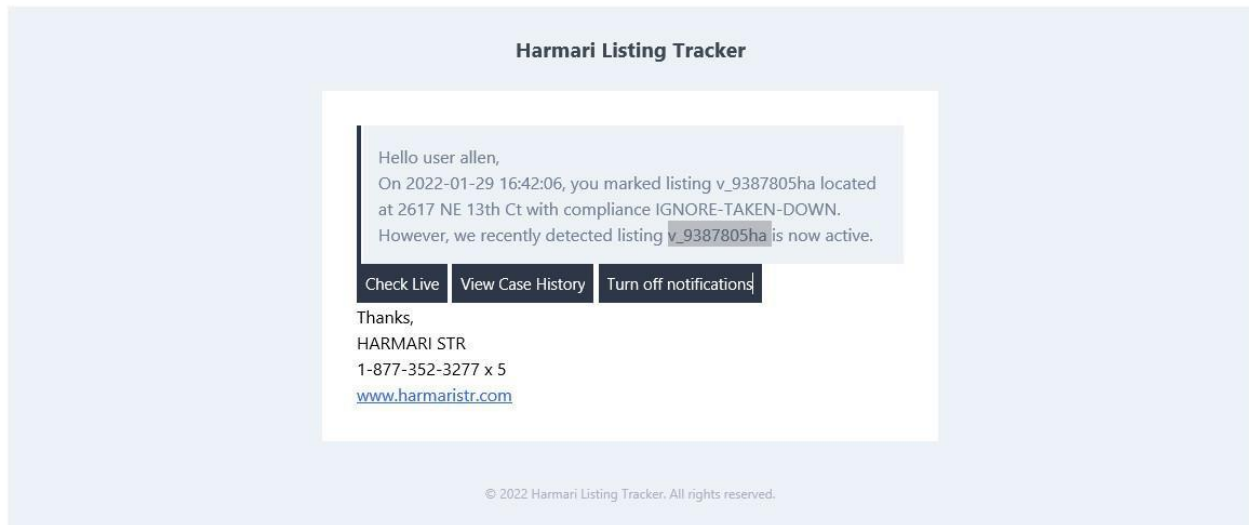


Figure 37 - Notification that a Non-compliant listing that was taken down is back up

3.6 PERMITTING AND TAX COLLECTION PORTAL

Avenu's STR Permitting feature allow for citizens to easily register and renew permits via a self-service portal. Our interface is designed to support both single property and multi-property requirements allowing for taxpayers to interact with the City of Destin from the web or via walk in at a City of Destin terminal. The data required in our Permit module flows seamlessly to the STR monitoring and tax applications allowing for reduced errors in rekeying data and dramatically improving the speed in which The City of Destin can make decisions.

In addition, your citizens will have the ability to pay their first-time permit applications and their renewal applications. Our solution provides multiple payment methods for your citizens to complete the entire permitting process at the same time.

Figure 38 **shows three screenshots** regarding a view from the property owners' perspective where they can locate all their properties, and indication of when the property is due for renewal and the ability to renew existing properties, add new properties as part of the application process.

Figure 38 - Short Term Rental Permit 3 Screenshots with a Property Owner Perspective)

Sub-Figure 1

Short Term Rental Permit

Show Properties: ☐ Active (4) ☐ Inactive (0) ☒ On This Application (2) Add New Property

Properties on this application

Permit #	Property Name / Unit #	Operator Name	Status	Fee	Actions		
2015-663434	AQUARIUS CONDOMINIUMS, 407	SANDRA DOTSON (SANDRA DOTSON)	OK	\$0.00	<button>Edit</button>	<button>Remove</button>	<button>Clone</button>
NEW	AQUARIUS CONDOMINIUMS, 433	SANDRA DOTSON (SANDRA DOTSON)	OK	\$50.00	<button>Edit</button>	<button>Remove</button>	<button>Clone</button>

Remove All

Back Save and Continue Later Next

Sub-Figure 2

Return Successfully Filed

Jurisdiction or Return Name	Confirmation	Amount	Convenience Fee/ Surcharge	Total	
Short Term Rental Permit	NFOQQP629K	\$50.00	\$0.00	\$50.00	<button>PRINT/VIEW</button>

- The Confirmation Number displayed indicates that the return and payment information will be made available to the taxing authority on the File Date selected.
- The printable copy of the return renders as a PDF. Please download/use Adobe Reader to view the return.

DONE

Sub-Figure 3

Short Term Rental Permit

Show Properties:

☒ Active (4)

☐ Inactive (0)

☐ On This Application (0)

Add New Property

Active Properties

Permit #	Property Name / Unit #	Operator Name	Renewal Date	Actions		
2015-663434	AQUARIUS CONDOMINIUMS, 407	SANDRA DOTSON (SANDRA DOTSON)	3/1/2023	Renew Permit	Clone	Make Inactive
2015-265989	AQUARIUS CONDOMINIUMS, 507	SANDRA DOTSON (SANDRA DOTSON)	3/1/2023	Renew Permit	Clone	Make Inactive
2015-912101	AQUARIUS CONDOMINIUMS, 807	(GREG DOTSON)	6/8/2022	Renew Permit	Clone	Make Inactive
2015-154899	AQUARIUS CONDOMINIUMS, 906	(SANDRA DOTSON)	6/8/2022	Renew Permit	Clone	Make Inactive

Renew All (Skip Edit / Review)

Back

Save and Continue Later

Next

3.6.1 MULTI-DEPARTMENTAL APPROVAL SCREEN

In addition, Avenu will make some configurations as part of the onboarding process to set up multiple levels of approvals needed for your City of Destin (Figure 39). This ensures that after a permit application is submitted, it is then routed to the proper department for review and approval.

Figure 39 - Multi-Departmental Approval Screen

Export to PDF
Export to XLSX
Export to CSV

Enter text to search...

License

			Department	Account No.	Start Date	Date Added	Status	Add Note to License
License: 9137001073 - DAVINCISKY GROUP INC (2024 3RD AVENUE NORTH SUITE 204, BIRMINGHAM, AL)	Transcript	BL Report	Contact	PLANNING	471957	09/12/2019	12/28/2019	Under Client Review
	Transcript	BL Report	Contact	TAX AND LICENSE	471957	09/12/2019	12/28/2019	Under Client Review
License: 9137001106 - OVERWATCH SECURITY ADVISORS LLC (6 OFFICE PARK CIR STE 100, BIRMINGHAM, AL)	Transcript	BL Report	Contact	PLANNING	471799	06/01/2019	12/30/2019	Under Client Review
	Transcript	BL Report	Contact	TAX AND LICENSE	471799	06/01/2019	12/30/2019	Under Client Review
License: 9137001875 - XTRAORDINARY FINANCIAL SOLUTIONS LLC (500 GENE REED RD STE 113B, BIRMINGHAM, AL)	Transcript	BL Report	Contact	PLANNING	492899	01/01/2020	01/09/2020	Under Client Review
	Transcript	BL Report	Contact	TAX AND LICENSE	492899	01/01/2020	01/09/2020	Under Client Review
License: 9137003311 - M&J WHOLESALE LLC (7704 1ST AVENUE NORTH, BIRMINGHAM, AL)	Transcript	BL Report	Contact	PLANNING	493655	01/08/2020	01/18/2020	Under Client Review
	Transcript	BL Report	Contact	TAX AND LICENSE	493655	01/08/2020	01/18/2020	Under Client Review
License: 9137003814 - BLACK ALABAMIANS FOR EDUCATIONAL OPTIONS (444 PRICE DR, BIRMINGHAM, AL)	Transcript	BL Report	Contact	PLANNING	493713	01/01/2020	01/20/2020	Under Client Review

Select the appropriate status in the dropdown for each business. Then click "Submit" button when you are ready to save the status change.

SET ALL BUSINESSES TO 'APPROVED'
UNDO SET ALL
SUBMIT

3.6.2 TAX FILING AND PAYMENT PORTAL

For Full-Service Administration customers who use our Tax Module, Avenu works with the City of Destin to ensure that for every registered, permitted, identified STR that we have a corresponding Tax Filing,

Business License and associated License and Tax Payment(s). The following 4 screenshots in Figure 40 and Figure 41 are representative of the filing and payment processes that a property owner would use.

The Tax Module uses the same database, and this ensures appropriate set of controls, ensuring every commercial business is in compliance while reporting and paying the correct amount.

Figure 40 - Filing Period Example

Filing Period: Jun 2022 **File Date:** 4/27/2022

Return will **not** be filed and payment will not be processed until the **FILE DATE** specified above.

1. **Select Jurisdiction:**

2. **Select Business Description:**

3. **Select Business Class:**

ADD

Jurisdiction	Type	Code	Taxable Receipts	Rate	Tax Due	Discount	Penalty	Interest	Total	Modify
Hilton Head Island	30	11	\$62,500.00	7.00 %	\$4,375.00	\$0.00	\$0.00	\$0.00	\$4,375.00	EDIT
	9	11	\$62,500.00	2.00 %	\$1,250.00	\$0.00	\$0.00	\$0.00	\$1,250.00	
Total for Jurisdictions:					\$5,625.00	\$0.00	\$0.00	\$0.00	\$5,625.00	

CANCEL **SAVE & CONTINUE LATER** **NEXT**

Figure 41 - Three Screenshots with Sample Accommodation Tax Calculation Grid, Payment & Confirmation Screens

Sub-Figure 1



Taxpayer Information
 BUSINESS LOCATION #1 CHANGED
 Business Trade #1
 1151 Rue Saint-Jean
 Quebec, QC G1R 1S3
 Filing Period: Jun 2022
 Account #: 123456
 Confirmation #: O90N50BUOE
 Filed Online at SalesTaxOnline.com

Hotel Occupancy Tax
 Remittance Address:
 Avenu Insights & Analytics
 ATTN: TX Hotel Occupancy Tax
 PO Box 830725
 Birmingham, AL 35283-0725
 Phone (866) 240-3665 • Fax (205) 423-4099
 Email: supportmuni@avenuinsights.com Website: www.avenuinsights.com

Total Amount Remitted with This Return
\$5,625.00
 Payment Type: Checking

Jurisdiction	Tax Type	Tax Code	Hotel Revenue (City)	Hotel Revenue (County)	Hotel Revenue (State)	Gross Room Receipts	TPID (+)	Less (-) Exempt	Taxable Room Receipts	Tax Rate	Net Tax Due	Less (-) Discount	Plus (+) Penalty	Plus (+) Interest	Total Due	Room Nights Available	Room Nights Rented
Hilton Head	30	11				\$65,000.00		\$2,500.00	\$62,500.00	7.00%	\$4,375.00	\$0.00	\$0.00	\$0.00	\$4,375.00	50	45
	9	11				\$65,000.00		\$2,500.00	\$62,500.00	1.00%	\$1,250.00	\$0.00	\$0.00	\$0.00	\$1,250.00		
Totals:											\$5,625.00	\$0.00	\$0.00	\$0.00	\$5,625.00	50	45
Convenience Fee/Surcharge:															\$0.00		

(Pursuant to local Hotel Occupancy Tax Code – See your local Code for additional information.)

In addition to submitting a return to Avenu on this website, please provide a copy of your quarterly tax report filed with the State Comptroller in connection with the Texas State Occupancy Tax.

The copy of the quarterly State Comptroller report may be submitted via mail or email to:
 Avenu, Attn: TX Hotel Occupancy Tax PO Box 830725 Birmingham, AL 35283-0725
 Email: supportmuni@avenuinsights.com

**Please reference your online filing confirmation # and Avenu account # **

The confirmation number listed confirms only that you have successfully submitted your tax filing and payment information through this website.
 The confirmation number does not in any way confirm that your payment has been accepted or that the banking / credit card account information submitted is valid.
 If your payment does not process successfully, you will be contacted by the appropriate filing authority.
 If you have any questions regarding your filing and/or payment history, please contact Avenu at (866) 240-3665.

Under penalties of perjury, I declare that I have examined this return and to the best of my knowledge and belief it is true, correct and complete.
 Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Taxpayer's Signature Maria Simmons

Date Filed 4/27/2022

Disclaimer: Please note that the administration and rate changes on the Avenu Advisory and Avenu tax forms are updated once the required information has been received, verified and validated in compliance with Avenu policy. Any information received before or after the publication of a Avenu Advisory or tax form will not be guaranteed to appear on said forms until all such requirements have been met. Avenu is not responsible for incorrect information and/or improper use of the information provided. All updates are completed on a timely basis once the requirements have been met. For the most current Avenu administration and/or rate information provided, please visit our website at www.avenuinsights.com.

Sub-Figure 2
Return Successfully Filed

Jurisdiction or Return Name	Confirmation	Amount	Convenience Fee/ Surcharge	Total	
Avenu DBA MuniServices Hotel Occupancy Tax Return	O90N50BUOE	\$5,625.00	\$0.00	\$5,625.00	PRINT/VIEW

- The Confirmation Number displayed indicates that the return and payment information will be made available to the taxing authority on the File Date selected.
- The printable copy of the return renders as a PDF. Please download/use Adobe Reader to view the return.
- If required, click here to email a scanned copy of your documentation (board certifications, tax documents, IRS statements, etc.) to MuniServices (dummy@salestaxonline.com).

Sub-Figure 3

1.	Gross Room Receipts (Before Exemptions)	65000.00
2a.	Exemption: Legal Exemptions (Required Hotel Occupancy Tax Exemption Certificate Form - See Form)	2500.00
2b.	Total Exemptions	2500.00
3.	Taxable Room Receipts (Line 1 minus 2e)	62500.00
4a.	Tax Rate: HOT	7.00 %
5a.	Tax Due	4375.00
6a.	Penalty	0.00
7a.	Interest	0.00
8a.	Total: HOT	4375.00
4b.	Tax Rate: Venue	2.00 %
5b.	Tax Due	1250.00
6b.	Penalty	0.00
7b.	Interest	0.00
8b.	Total: Venue	1250.00
9.	Total Net Amount Due	5625.00
A.	Total # of Room Nights Available	50
B.	Actual Room Nights Rented	45

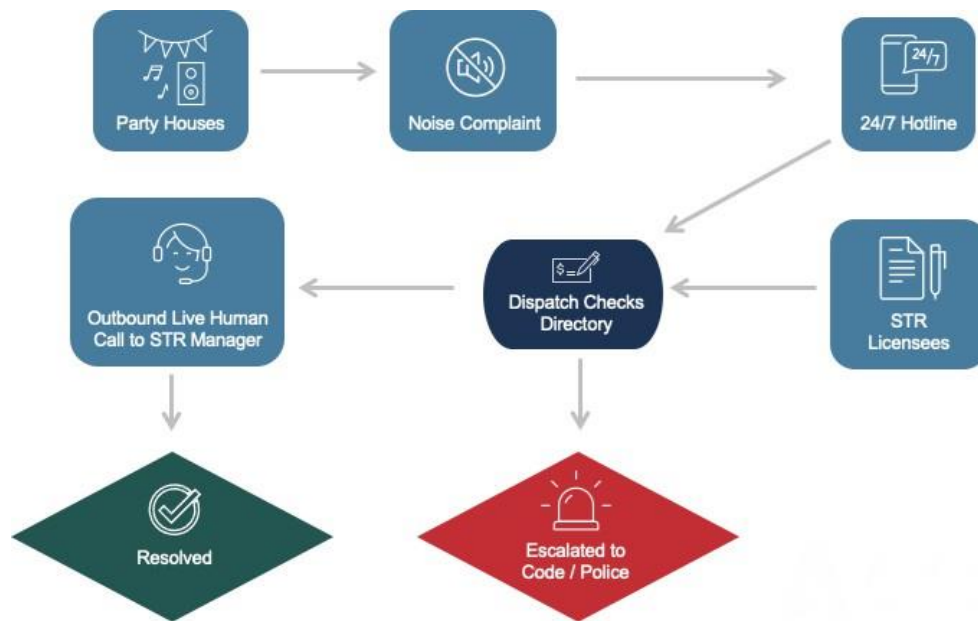
DELETESAVE

3.7 - 24/7 NUISANCE HOTLINE AND TIPFORM

The 24/7 Hotline offered by Avenu STR, where a live human operator can take down the type of complaint (noise, garbage, parked vehicles, violence, drugs), the address of the incident. Then the 24-hour property manager for the STR will be called back by a live human regarding this incident and to immediately resolve the issue. If that incident is not resolved within 45 minutes, then the dispatcher escalates the call to code enforcement, or to police after hours.

Figure 42 is a flowchart of an actual customized workflow for the 24/7/365 Tipline that Avenu STR has delivered, which is in full compliance with the City of Destin ordinance.

Figure 42 - Flowchart for 24/7 Nuisance Hotline

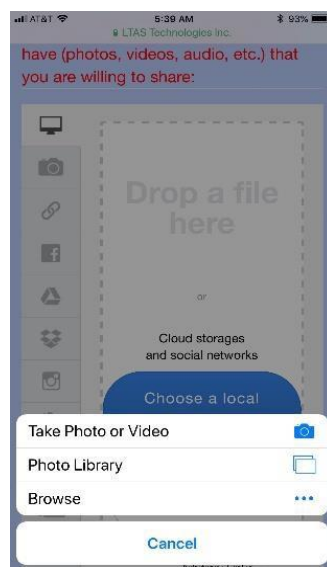


A web-based tipform allows the Tipline operator / recorder to submit all information, including auto-completion of the address, and upload evidence of non-compliance directly from mobile device any photo, video or audio (Android or iOS) as shown in Figure 42 below.

Avenu STR's hotline tip submission page features

- Auto-completion of the address
- Upload evidence of non-compliance directly from mobile device any photo, video or audio (Android or iOS)
- Private view for inspection (with all information), and public view (with names removed)

Figure 44: Features of easy to use mobile tipline



To report an incident, please fill out and submit the form below.
To view an existing incident with an Incident ID, please follow this link.

If you already have an Incident ID, enter it below or leave blank:

Incident ID:

Where exactly was the incident?

Number, Street, Apt:

123

123 N GOLD FLAKE TER, Breckenridge CO, 80424

123 PINE ST, Breckenridge CO, 80424

1167 SKI HILL RD UNIT 1123, 1123, Breckenridge CO, 80424

123 WINDWOOD CIR, Breckenridge CO, 80424

123 SAWMILL RD, Breckenridge CO, 80424

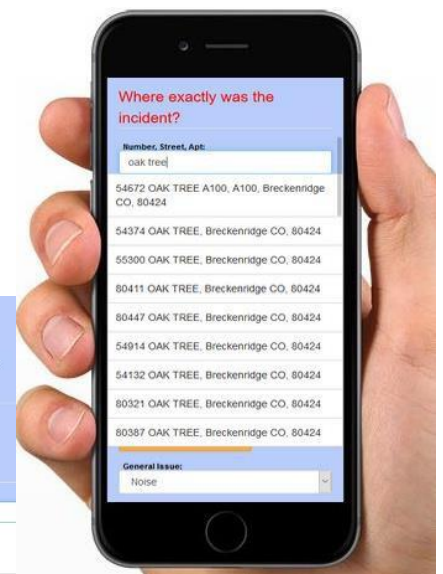


Figure 43 - Mobile Friendly Tipform

In *Figure 45* below please find an example tipline complaint public view (with name/contact redacted) and the private view for City of Destin staff in *Figure 46*.

Figure 45: Tipline Status - Public View

To report an incident, please fill out and submit the form below.

To view an existing incident with an Incident ID, please [follow this link](#).

If you already have an Incident ID, enter it below or leave blank:

Incident ID:

Where exactly was the incident?

Number, Street, Apt:

City: State: Zip:

What happened in the incident?

Figure 46: Tipline status - Staff view of incident detail and resolution summary

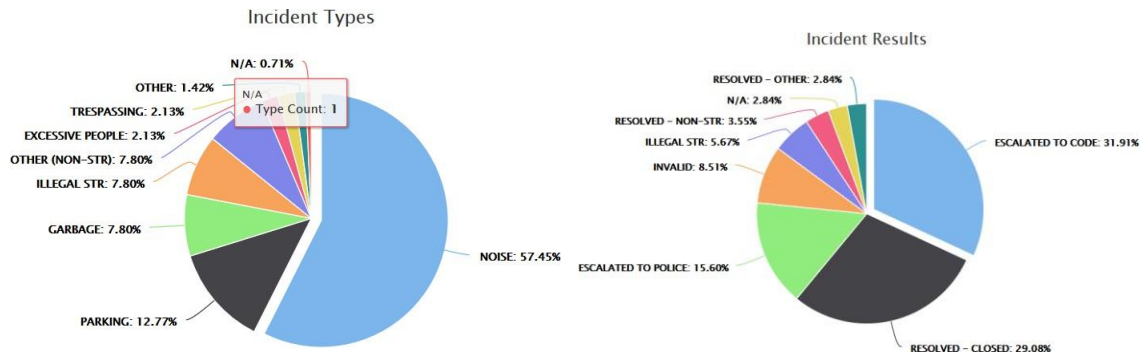
Filter by Activity/Status Time from: to:

and Address:

Filter

ID	CSR	Date	Reported Address	Actual Address	City	Incident Result
71803017	CRD	2018-01-06 13:51:00	64000 Ave. Hermosa	54000 Ave. Hermosa, La Quinta, CA 92253	La Quinta	RESOLVED - NOW ETR
71963211	CLSD	2018-01-08 11:43:43	77933 Desert Dr	77933 Desert Dr, La Quinta, CA 92253	La Quinta	ILLEGAL STR
71977712	ADRN	2018-01-15 09:50:49	8300 Legends Way, 83000	8300 Legends Way, 83000	La Quinta	ILLEGAL STR
72084756	OSTE	2018-01-27 12:15:43	54900 Avenida	54900 Avenida, La Quinta, CA 92253	La Quinta	ILLEGAL STR
72121807	BAUS	2018-01-30 16:09:54	77400 Yucatan	77400 Yucatan, La Quinta, CA 92253	La Quinta	RESOLVED - CLOSED
72171286	WAL1	2018-02-05 00:33:46	55384 1st Valley	55384 1st Valley, La Quinta, CA 92253	La Quinta	RESOLVED - CLDOPD
72483019	SAUM	2018-02-03 10:27:17	78725 Imperial Ave	78725 Imperial Ave, La Quinta, CA 92253	La Quinta	RESOLVED - CLOSED
72616776	SAUM	2018-03-22 20:42:07	48370 Camino Palm Drive	48370 Camino Palm Drive, La Quinta, CA 92253	La Quinta	ESCALATED TO CODE
72611273	NLSN	2018-03-23 00:13:50	Corner of Calle Hermosa & Avenida Juarez	Corner of Calle Hermosa & Avenida Juarez, La Quinta, CA 92253	La Quinta	ESCALATED TO CODE
99900001	ATWR	2018-03-24 10:37:00	54511 Avenida Juarez	54511 Avenida Juarez, La Quinta, CA 92253	La Quinta	ESCALATED TO CODE

Showing 1 of 141

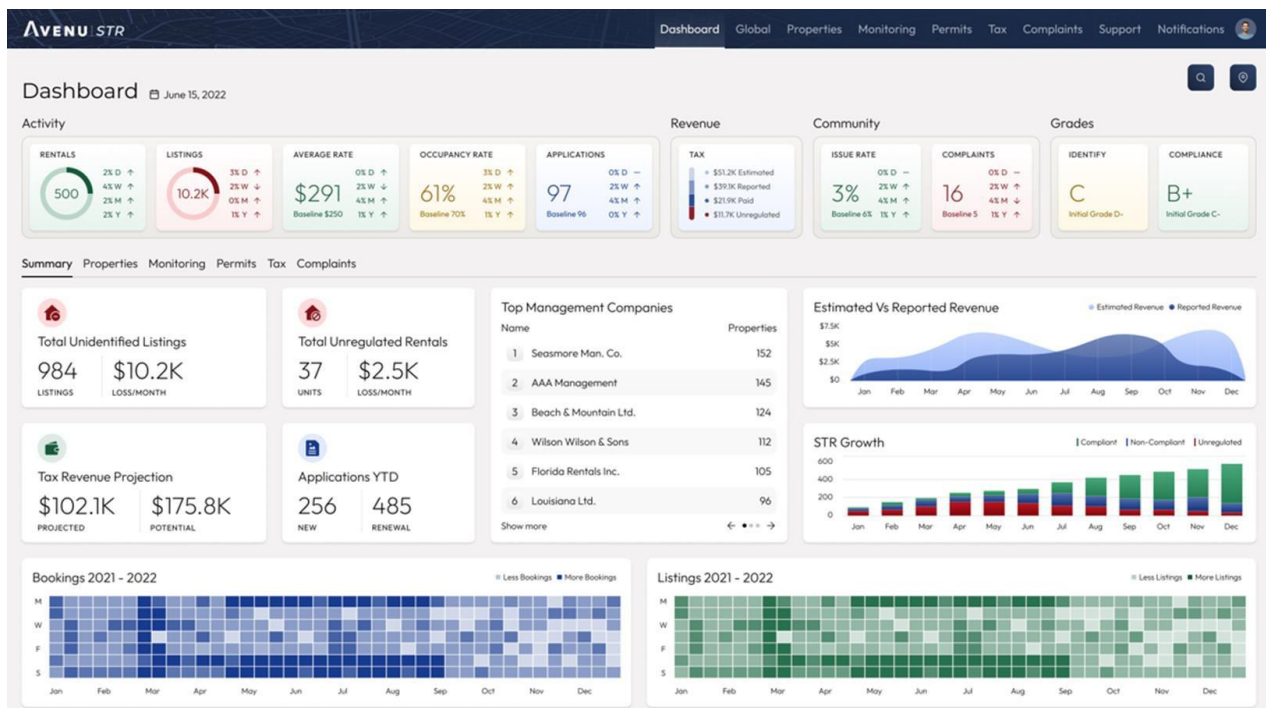


3.8 NEXT GENERATION AVENU STR 2.0 REPORTS

Avenu has invested heavily in the next generation of STR portal, which the City of Destin will be able to access within the course of the project.

3.8.1 DASHBOARD

See below the new main dashboard, which can be drilled down into details by clicking on each panel or chart.



3.8.2 IDENTIFICATION AND MONITORING

Below please find the Properties tab

3.8.4 PROPERTY AND RENTAL DETAIL

3.8.4.1 PROPERTY DETAIL

AVENU STR
Jacksonville, FL

Dashboard Sys Manager Global Properties Monitoring Permits Tax Complaints Support Notifications Transactions John Doe

Properties

Display: Active Listings Compliant Non-Compliant Illegal Search:

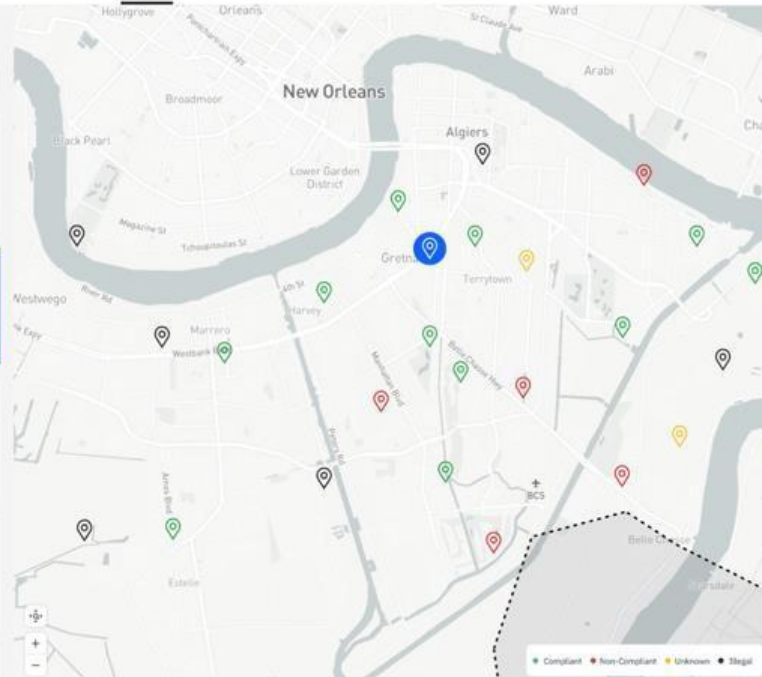
1517 14th St, ST Monica, CA 90404
Compliant Single Unit Condo Booked
Permit: Active Tax: OK Complaints: 34/100 Listings: 6

1517 14th St, ST Monica, CA 90404
Compliant Single Unit Condo Booked
Permit: Active Tax: OK Complaints: 34/100 Listings: 6

1517 14th St, ST Monica, CA 90404
Compliant Single Unit Condo Booked
Permit: Active Tax: OK Complaints: 34/100 Listings: 6

1517 14th St, ST Monica, CA 90404
Compliant Single Unit Condo Booked
Permit: Active Tax: OK Complaints: 34/100 Listings: 6

1517 14th St, ST Monica, CA 90404
Compliant Single Unit Condo Booked
Permit: Active Tax: OK Complaints: 34/100 Listings: 6



3.8.4.2 RENTAL DETAIL

AVENU STR
Jacksonville, FL

Dashboard Sys Manager Global Properties Monitoring Permits Tax Complaints Support Notifications Transactions John Doe

Properties / Property 1234 / Rental 2334

Rental Details

For the last 30 days

Compliance: OK Permit: Active Tax: OK Complaints: 5 / 46 Listings: 12 Average Nightly Rate: \$ 123 Activity Rating: ★ 4/5

MASTER PROPERTY Single Unit
House
123 North-East Avenue
Parcel P1234

OWNER / MANAGEMENT Self Managed
John Doe
(123) 456-7890
3 additional properties

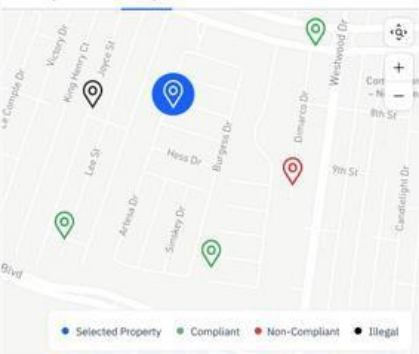
LISTINGS ★★★★★
12 active listings (8 sites)
4 recent bookings
Listed since 01/2018

PERMIT Active
Permit #123456
Renewal Pending
9 days until expiration

TAX Past Due
\$ 12.3M est. rev.
\$ 11.5M reported rev.
\$ 1.2M invoiced
\$ 490K outstanding

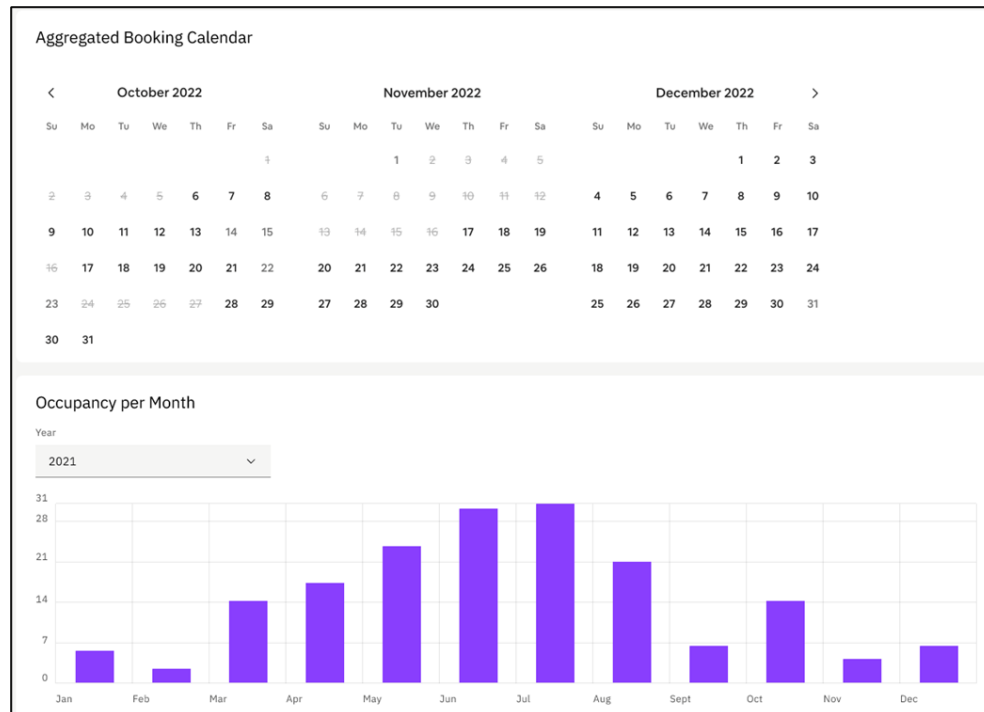
COMPLAINTS High Risk
5 open complaints
1 unanswered
41 closed

Activity Timeline Map



3.8.5 BOOKING CALENDAR

Emulating platform's booking calendar for easy visualization by discrete stays, or monthly summary



3.8.6 COMPLIANCE TRACKING

Detailed notes explaining how the identification evidence makes sense, or of ongoing 311 City of Destin support calls and how those were resolved.

Community Header

Complaint #5734853

Status: In Review Incident Type: Illegal Drugs Incident Date: 05/18/2022 22:30 Property: 123 North-East Ave.

REPORTED BY: Andrew Ram (555) 555-5555 andrew.ram@example.com

COMPLAINT DETAILS

There are a couple of noisy people on the property porch, looking like they are doing illegal drugs. Hallucinogens are drugs which typically alter how a person perceives the world. These drugs can change the way a person sees, hears, tastes, smells or feels different things, including experiencing things that aren't there at all. Some examples of hallucinogens include: ketamine, magic mushrooms, LSD.

PROPERTY LISTINGS

- Airbnb Unit 6 Cara De Sol - 2 Bedroom/2 Bath
- VRBO Unit 6 Cara De Sol - 2 Bedroom/2 Bath

ATTACHED EVIDENCE

- image2390444.jpg 03/22/2022
- porch-drugs.jpg 03/22/2022
- image2391444.jpg 03/22/2022
- booking-statement.pdf 03/22/2022
- facebook.com/tyuej 03/22/2022

Status Updates: 05/18/2022 22:50 Status: In review Details: Property identified, inspector has been sent.

3.8.6.1 COMPLAINTS

AVENU STR Jacksonville, FL

Dashboard Sys Manager Global Properties Monitoring Permits Tax Complaints

Complaints

40 Open Complaints 5 New Complaints 15 % MoM Change 67 Closed in the past week 14 Unreported

Group by: Complaint Range: 6 months

Reported Date	ID	Complaint Type	Source	Priority	Complaint Details	Property Manager	Manager Phone Number	Address
05/18/2022 22:30	12345	Illegal Drugs	Direct	High	People are using illegal drugs on the front porch and shouting and...	John Doe LLC	(123) 456-7890	101 B
05/18/2022 22:30	12345	Illegal Drugs	Mayor	High	People are using illegal drugs on the front porch...	John Doe LLC	(123) 456-7890	101 B
05/18/2022 22:30	12345	Illegal Drugs	Police	High	People are using illegal drugs on the front porch...	John Doe LLC	(123) 456-7890	101 B
05/18/2022 22:30	12345	Illegal Drugs	Direct	High	People are using illegal drugs on the front porch...	John Doe LLC	(123) 456-7890	101 B
05/18/2022 22:30	12345	Illegal Drugs	Direct	High	People are using illegal drugs on the front porch...	John Doe LLC	(123) 456-7890	101 B
05/18/2022 22:30	12345	Illegal Drugs	Health	High	People are using illegal drugs on the front porch...	John Doe LLC	(123) 456-7890	101 B
05/18/2022 22:30	12345	Illegal Drugs	Building	High	People are using illegal drugs on the front porch...	John Doe LLC	(123) 456-7890	101 B
05/18/2022 22:30	12345	Illegal Drugs	CPS	High	People are using illegal drugs on the front porch...	John Doe LLC	(123) 456-7890	101 B
05/18/2022 22:30	12345	Illegal Drugs	Direct	High	People are using illegal drugs on the front porch...	John Doe LLC	(123) 456-7890	101 B

12-15 / 568

Complaint Details

Download PDF

Info

Assigned To: John Doe

Status: In Review

Incident Type: Illegal Drugs

Incident Date: 05/18/2022 22:30

Reporter

Reported By: John Fox

Reporter Phone: (555) 555-5555

Reporter E-mail: john.fox@example.com

Complaint Text

There are a couple of noisy people on the property porch, looking like they are doing illegal drugs. Hallucinogens are drugs which typically alter how a person perceives the world. These drugs can change the way a person sees, hears, tastes, smells or feels different things, including experiencing things that aren't there at all. Some examples of hallucinogens include: ketamine, magic mushrooms, LSD.

Property Listings

AirBnB Unit 6 Cara De Sol - 2 Bedroom/2 Bath

VRBO Unit 6 Cara De Sol - 2 Bedroom/2 Bath

Attached Evidence

facebook.com/luuug

3.8.7 TAX AND PERMITS

AVENU STR Jacksonville, FL

Dashboard Sys Manager Global Properties Monitoring Permits Tax Complaints Support Notifications Transactions John Doe

Notifications

280 Total open notifications 265 Total notifications sent this week 48 Resolved this week 32 Responses

Notifications Templates

Active Inactive Clear Filters

Template Type	Template Name	Template Description	Template Subject	Channel	Created	Created By	Last Updated	Updated By
Compliance	Compliance	First permit expiration letter	First permit expiration letter	E-mail, Post	05/21/2022 18:35	John Doe	06/01/2022 10:20	John Doe
Permit	First Permit Letter	First permit expiration letter	First permit expiration letter	E-mail, Post	05/21/2022 18:35	John Doe	06/01/2022 10:20	John D
Tax	Tax Due	First permit expiration letter	First permit expiration letter	E-mail, Post	05/21/2022 18:35	John Doe	06/01/2022 10:20	John D
Permit	Second Permit Letter	First permit expiration letter	First permit expiration letter	E-mail, Post	05/21/2022 18:35	John Doe	06/01/2022 10:20	John Doe
Tax	Tax Registration	First permit expiration letter	First permit expiration letter	E-mail, Post	05/21/2022 18:35	John Doe	06/01/2022 10:20	John Doe

1-5 / 5

3.8.7.1 NOTIFICATIONS

Direct proof of each notification (whether paper or email) being sent

AVENU STR

Jacksonville, FL

Dashboard

Sys Manager

Global

Properties

Monitoring

Permits

Tax

Complaints

Support

Notifications

Transactions

John Doe

Notifications

280

Total open notifications

265

Total notifications sent this week

48

Resolved this week

32

Responses

Permit

Complaint

Tax

Compliance

Notifications

Templates

Group by

Notification

Permit

Tax

Complaint

Illegal

Clear Filters

Range

6 months

Search

Notification ID	Delivery Timestamp	Permit ID	Address	Property Mngmt.	Recipient	Notification Area	Trigger	Channel	Tier	Status	Flagged
1234...	05/18/2022 22:30	P 12345	101 Birch Street	STR Mng LLC	Janet Doe	Permit	Permit Expiration	Mail	1	PDF Generated	No
1234...	05/18/2022 22:30	P 12345	101 Birch Street	STR Mng LLC	Janet Doe	Permit	Permit Expiration	E-mail	1	Sent	No
1234...	05/18/2022 22:30	P 12345	101 Birch Street	STR Mng LLC	Janet Doe	Permit	Permit Expiration	Mail	1	Sent	No
1234...	05/18/2022 22:30	P 12345	101 Birch Street	STR Mng LLC	Janet Doe	Permit	Permit Expiration	Mail	1	PDF Generated	No
1234...	05/18/2022 22:30	P 12345	101 Birch Street	STR Mng LLC	Janet Doe	Permit	Permit Expiration	E-mail	1	Read	No
1234...	05/18/2022 22:30	P 12345	101 Birch Street	STR Mng LLC	Janet Doe	Permit	Permit Expiration	E-mail	1	Sent	No
1234...	05/18/2022 22:30	P 12345	101 Birch Street	STR Mng LLC	Janet Doe	Permit	Permit Expiration	E-mail	1	Sent	No
1234...	05/18/2022 22:30	P 12345	101 Birch Street	STR Mng LLC	Janet Doe	Permit	Permit Expiration	E-mail	1	Sent	No
1234...	05/18/2022 22:30	P 12345	101 Birch Street	STR Mng LLC	Janet Doe	Permit	Permit Expiration	E-mail	1	Sent	No
1234...	05/18/2022 22:30	P 12345	101 Birch Street	STR Mng LLC	Janet Doe	Permit	Permit Expiration	Mail	1	PDF Generated	No

3.8.8 FIELD ENFORCEMENT

AVENU

INSIGHTS & ANALYTICS

AVENU STR

Username (E-mail Address)

Password

Forgot Password?

Login

Upcoming Inspection

Next inspection is scheduled in 1 hour.

Assignments

Open In Progress

P123453

22/05/22 17:00

Open

Critical

Address

101 Birch Street, South Padre Island

Property Manager

Dana Smith (555) 123 456-7890

Details

Actions

P123453

22/05/22 17:00

In Progress

Critical

Address

101 Birch Street, South Padre Island

Property Manager

Dana Smith (555) 123 456-7890

Details

Actions

P123453

22/05/22 17:00

In Progress

Critical

Address

101 Birch Street, South Padre Island

AVENU STR

Inspect

Inspection Status

In Progress

Inspection Result

Pending

Inspection Notes

0/100

Water

Water check passed the inspection.

Electricity

Electricity check did not pass the inspection.

Helper text goes here

Inspection Evidence

Only image, PDF and text files.

500kb max file size.

Add file

Take Photo

Document1.pdf

Image1.jpg

Image1.jpg

Close

Save

AVENU STR

Completed Inspections

Approved

P123453

22/05/22 17:00

Completed

Approved

Address

101 Birch Street, South Padre Island

Inspection Notes

Water

Water check passed the inspection.

Electricity

Electricity check did not pass the inspection.

Details

Archive

P123453

22/05/22 17:00

Completed

Approved

Address

101 Birch Street, South Padre Island

Inspection Notes

Water

Water check passed the inspection.

Electricity

Electricity check did not pass the inspection.

Details

Archive

3.8.9 TAX FORMS AND PAYMENT

Easily find where under-reporting or zero-filing has occurred.

AVENU STR

DashboardPropertiesPermitsTaxComplaintsSupport

File Return - SP Island Including Cameron County

Upload Returns FileDownload returns template

Property	Filing Period	File Date	Gross Room Income	Exemption: Contracted to use room for 30 consecutive days	Exemption: US employee / military	Exemption: Foreign diplomatic personnel	Total Exemption	Taxable room receipts	Tax Rate: City of SP Island HOT	Total of Room Nights Available	Actual Room Nights Rented	Total
Property Name	Nov 2022	08/01/2022	\$ 100	\$ 100	\$ 100	\$ 100	\$ 700	\$ 700	8.5%	100	100	\$ 2800
Property Name	Dec 2022	08/01/2022	\$ 100	\$ 100	\$ 100	\$ 100	\$ 700	\$ 700	8.5%	0	100	\$ 2800
Property Name	Jan 2022	08/01/2022	\$ 100	\$ 100	\$ 100	\$ 100	\$ 700	\$ 700	8.5%	100	0	\$ 2800
Property Name	Feb 2022	08/01/2022	\$ 100	\$ 100	\$ 100	\$ 100	\$ 700	\$ 700	8.5%	100	100	\$ 2800
Property Name	Mar 2022	08/01/2022	\$ 100	\$ 100	\$ 100	\$ 100	\$ 700	\$ 700	8.5%	100	121	\$ 2800
Property Name	Apr 2022	08/01/2022	\$ 100	\$ 100	\$ 100	\$ 100	\$ 700	\$ 700	8.5%	100	100	\$ 2800
Total												\$ 16,800

CancelAdd to cart

Future File Date
Using this file date your return will be delinquent and penalties and interests may be assessed.

4. OPTIONAL SERVICES

4.1.1 Full Service and Advanced Tax Portal

Avenu's technology enabled administration services for municipalities is designed to make our years of experience, expertise in verifying taxpayer compliance, and extensive tax administration resources available, thus allowing the City of Destin's managers and staff to focus on the services at which they excel and not the burdens of the administrative process. We approach each new project with the expectation that we will configure and customize our standard services to meet our new client's needs, priorities, and preferences, rather than the other way around.

Services included as part of the Advanced Portal is the following:

- ▶ Community Outreach with STR stakeholders one-time in-person or virtual at a "Town Hall" event
- ▶ Permitting (adoption and application of a formal annual permitting requirement),
- ▶ Tax Collection & Remittance (**receive, post, and reconcile** all STR filings and fee payments), and
- ▶ Reporting (powerful one-click reporting tools that enable a jurisdiction to analyze the **financial trends and patterns** of the local STR market and lodging tax revenue.

4.1.2 Lodging Tax Compliance Audit

As an optional service, Avenu offers our Lodging Tax compliance auditing for The City of Destin's hotel, motel, and lodging properties. Given the total amount of Lodging Tax the has collected since 2018 from STRs, there is a potential of significantly increasing the City of Destin's revenues through a compliance audit.

Avenu has a dedicated team of Lodging Tax auditors and over 30 years of specific Lodging Tax auditing experience, and in just the last 5 years, we have completed over 10,000 audits and have **recovered over \$30M for our California clients**. Avenu embraces an educational approach, with the primary objective being to inform and education lodging providers, with another equally important goal of recovering any funds to which our municipal clients are entitled. A perfect example of our capabilities is our work with Palm Springs, California, where we have recovered over \$1,800,000 in Lodging Tax revenue and completed over 310 audits of lodging providers in the last 10 years.

Avenu's Lodging Tax audit program best ensures successful, long-term compliance for lodging establishments that operate in the City of Destin. The Lodging Tax inventory and compliance services cover traditional lodging properties like hotels, motels, and inns- as well as short term rental properties as described in this proposal.

Avenu's Lodging Tax auditing approach can be simplified in two (2) phases in **Figure 44**:

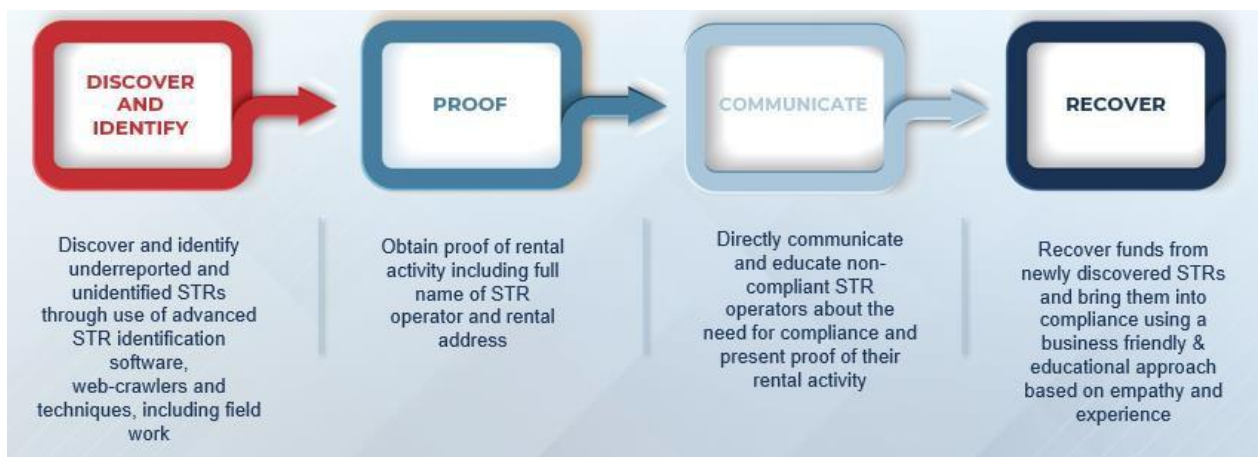


Figure 47 - Avenu's Lodging Tax Approach

Included in this proposal for pricing in Phase 4 is compliance auditing of 5% of the properties. Additional properties (including Hotels) may be audited on a per property or contingency basis (pricing available upon request).

4.1.3 Discovery Recovery

Avenu offers Discovery and Recovery services where non-compliant operators of short-term rentals are identified to recover any applicable taxes and fees due to the City of Destin. These compliance audits are designed to ensure that taxpayers are in compliance with current City of Destin ordinances.



By conducting these audits, Cities can recover taxes and fees that are due to the jurisdiction by non-compliant operators; and ultimately, increasing revenues for The City of Kissimmee. This process includes comparing existing taxpayer list(s) against various databases, sending notices to the businesses

(including application packets), providing taxpayer support if necessary, verifying of received information, and collecting of payments owed.

5. PROCESS IMPROVEMENTS / ADJUSTMENTS

Avenu reports the following roles and responsibilities for key personnel that will be dedicated to the City.

- ▶ **Project Manager** – gathering custom requirements, onboarding the ordinance, providing guidelines on data import / export, attending meetings.
- ▶ **Support Manager** – ensures City staff are adequately supported and issues resolved promptly within expected target resolution objectives.
- ▶ **Operations Manager** – identification Job Allocation to Research Analysts, Quality Assurance staff, and assigning data loads to ETL engineer, data matching efforts to Engineering
- ▶ **Engineering Architect** – custom report preparation, scraping quality assurance, matching quality scores.
- ▶ **Client Success Manager** – general support, customer service, ensures project goes smoothly. Acts like a liaison between the City and Avenu.

An effective liaison with the City is required for the following:

- ▶ With IT to obtain access to the data sources mentioned in our proposal.
- ▶ With DPP to ensure permits have efficient approval or cycle times,
- ▶ With Finance department to reconcile fees and taxes on weekly, monthly or quarterly reconciliation schedule
- ▶ With Code Compliant to get updated field work and enforcement actions, and to send notices of violation, warning letters, or perform enforcement actions within 30 days of each individual non-compliant STR being identified

Alternatively, the City can provide a single liaison that can coordinate internally in the City with these responsible individuals.

6. MAINTENANCE AND SUPPORT

Registrant Technical support is provided by Avenu staff between 8:00 AM to 5:00 PM Eastern Time, Monday to Friday. Avenu uses ServiceNow to track support tickets, and has handled over 300 support tickets throughout the 2 years of work so far. Avenu strives to achieve:

- A 4 business hour problem identification
- An 8 business hour triage for priority and severity
- A 15 hour first-resolution time on customer support tickets.
- A return to operation of 4 business days after a full system outage

After hours support is only provided in system outage situations. System maintenance and updates are automatically pushed to the server with no downtime experienced by the user. Typically maintenance is done during off hours. Avenu strives to achieve the following service levels

Severity	Response time	SLA Penalty
System outage	4 business hours, target RTO of 4 business days	0.5% of contract value per full business day of outage, limited to 15% per 12 month period
Support issues	8 business hours, target first-resolution time of 15 hours	0.25% of contract value for each support ticket taking more than 60 business hours, limited to 15% per 12 month period
Feature requests, out of scope items	Software Roadmap	None

7. SCHEDULE OF DELIVERY

See below for Project Plan and Milestones, with obligations on both Avenu STR and on the City of Destin for deliverables and responsiveness, with current STR identification backlog at 50% identified:

Date	Milestone	Community Inputs & Avenu STR Deliverables
Signing Date	Contract Signature – Implementation Phase Starts	▶ Avenu STR begins weekly monitoring, dashboard reports ▶ Reporting portal ready
+10 days	Start	▶ Onboarding Survey fully answered by City and returned to the Project Manager ▶ City provides Avenu STR with Permit and Taxpayer Actuals Data
+30 days	Registration portal Identification Phase I	▶ 24/7 Hotline and Tipline goes live ▶ Registration portal goes live ▶ Avenu STR provides training for City staff via webinar, with 5 sample non-compliant STRs ▶ City reviews and approves NOV or Warning template
+60 days	Identification Phase II	▶ Avenu STR provides customer service for new registrants ▶ City staff review and approve/reject STR registrations ▶ 65% of identifications completed by Avenu ▶ Round 1 of Letters sent by Avenu
+90 days	Outreach Phase I	▶ Avenu STR provides customer service for new registrants or takedown / make-exempt steps for those in restricted zones ▶ City staff review and approve/reject STR registrations ▶ 80% of identifications completed by Avenu ▶ Round 1 of Letters sent by Avenu
+120 days	Identification Phase III Outreach Phase II	▶ Respondents register on Avenu STR portal ▶ 95% of identifications completed by Avenu ▶ City staff review and approve/reject registrations ▶ Round 2 of Letters sent by Avenu
Monthly from +150 days to end of contract	Maintenance Phase Starts	▶ Updated Avenu STR report with identifications ▶ Avenu STR provides customer service for new registrants ▶ City staff review and approve/reject registrations ▶ Verify, archive, identify new STRs and operators ▶ Renewal reminders emailed for registrants

8. PRICING

Please see Carahsoft Quote #44097327 on the following page.

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO: Troy Williams
Director of Code Compliance
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541 USA

FROM: Brad Kuhns
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: twilliams@cityofdestin.com

EMAIL: Brad.Kuhns@Carahsoft.com

PHONE: (850) 842-4595

PHONE: (571) 662-3396

FAX: (703) 871-8505

TERMS: Contract Number: 43230000-NASPO-16-ACS
NASPO Master Contract Number: AR2472
Contract Term: 07/01/2017 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 48430174
QUOTE DATE: 06/26/2024
QUOTE EXPIRES: 08/30/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$397,980.67
TOTAL QUOTE: \$397,980.67

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	ADM-0040B-491	Short Term Rental: Compliance Pro (Monitoring and Compliance (1000+ STRs) Avenu Insights & Analytics - ADM-0040B		\$48.91 COOP	8,137	\$397,980.67
SUBTOTAL:						\$397,980.67
TOTAL PRICE:						\$397,980.67
TOTAL QUOTE:						\$397,980.67

***Please note this budgetary NASPO pricing

IN SUMMARY

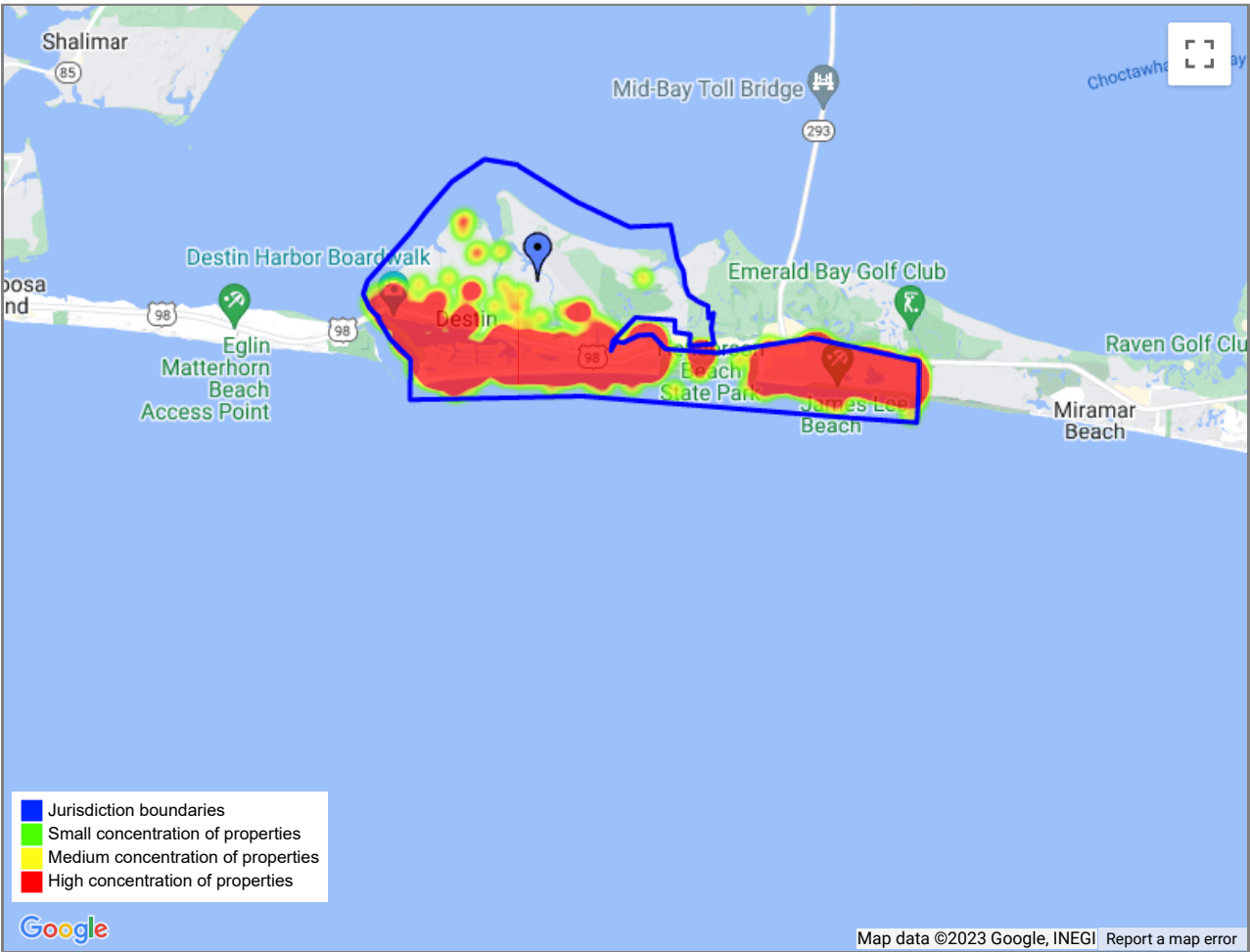
Carahsoft Technology Corporation and Avenu Insights & Analytics appreciate the opportunity to offer this solution for City's initiative.

The Carahsoft Team has proposed a superior and cost-effective solution that fully complies with City's requirements. We understand the importance of your project goals, and we are confident you will benefit from this solution and our expertise.

Carahsoft looks forward to the opportunity to speak with you regarding the details of this proposal, as well as the opportunity to work with City of Destin on this project.

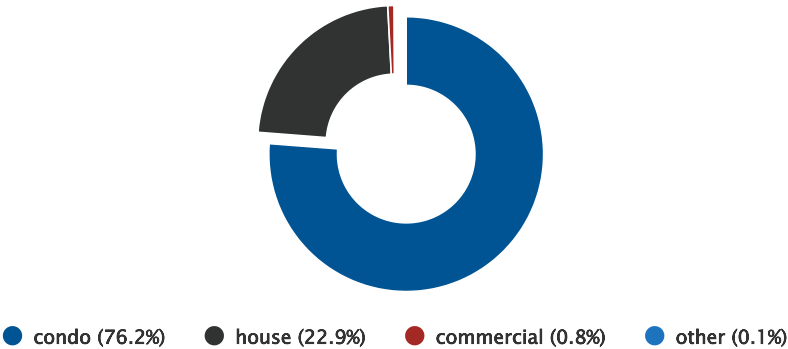
Overview - Destin, Florida - 2023/09/21

13246	STR active and intermittent listings mapped in Destin, Fl
2,165	STR listings added in the past 30 days
2,174	STR listings added in the past 90 days
3,981	STR listings added in the past 365 days
10128	entire home STR listings
3118	shared-home STR listings
\$2,608,090,710.28	estimated gross revenue per year
\$130,404,535.51	estimated lodging taxes due per year (5%)

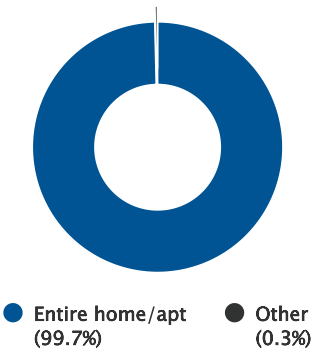


Rental Statistics - Destin, Florida - 2023/09/21

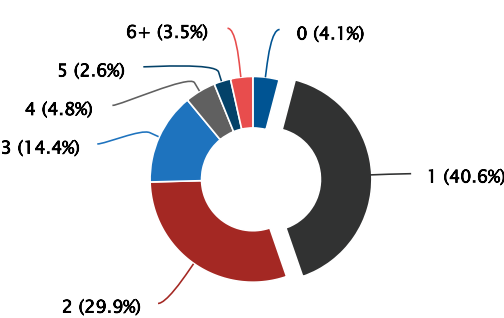
Property Type



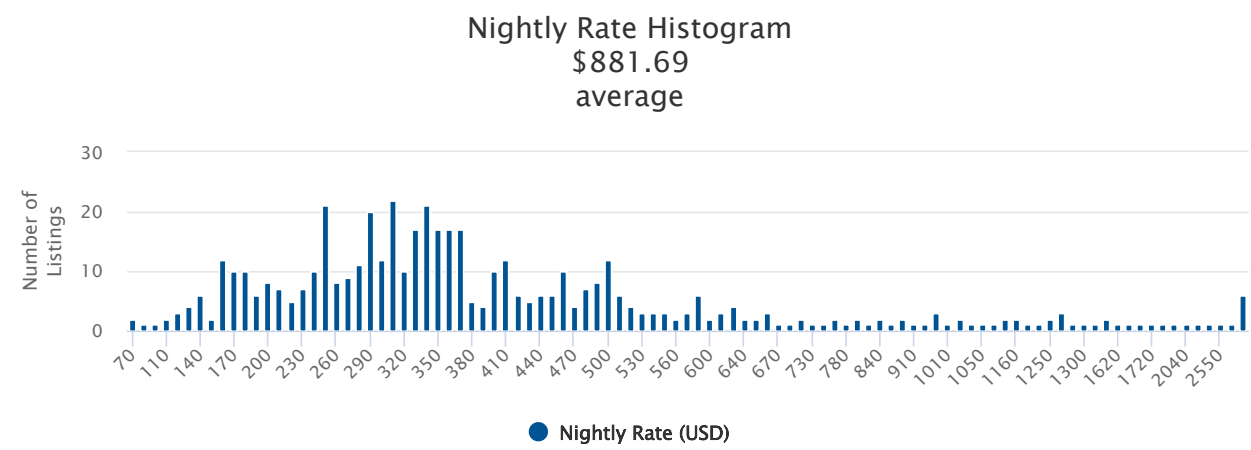
Room Type



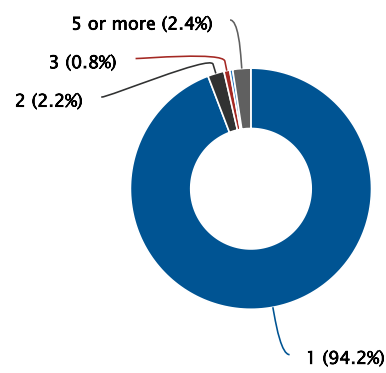
Number of Bedrooms



Revenue and Occupancy Statistics - Destin, Florida - 2023/09/21

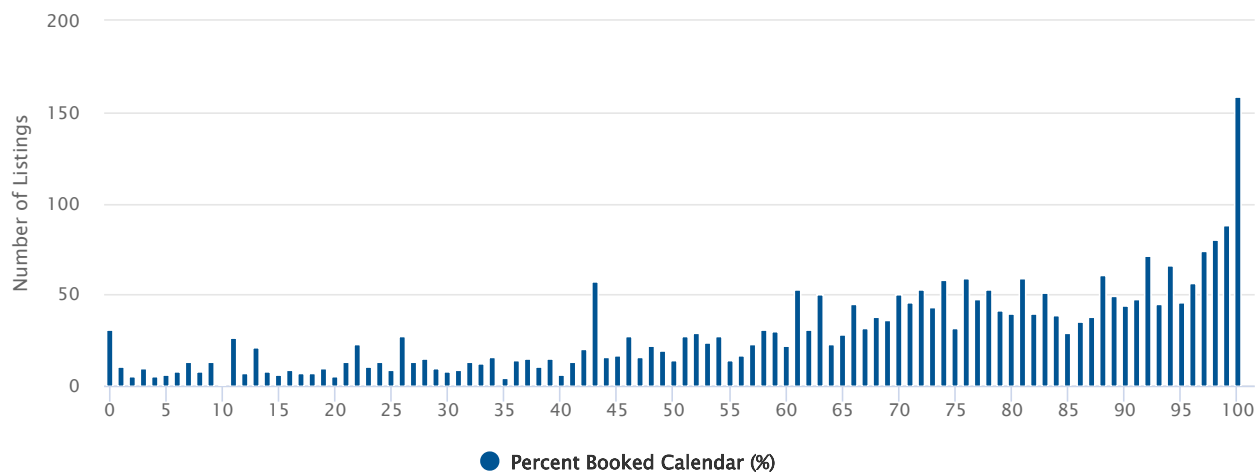


Number of Properties By Operator Histogram

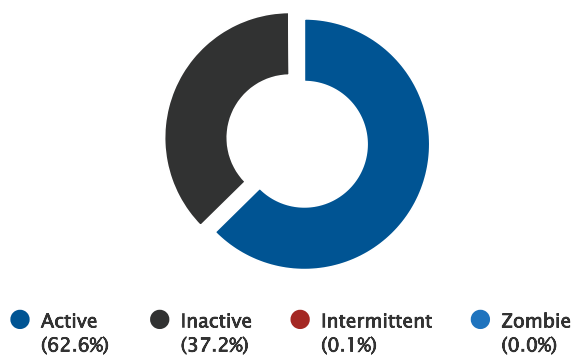


Continued

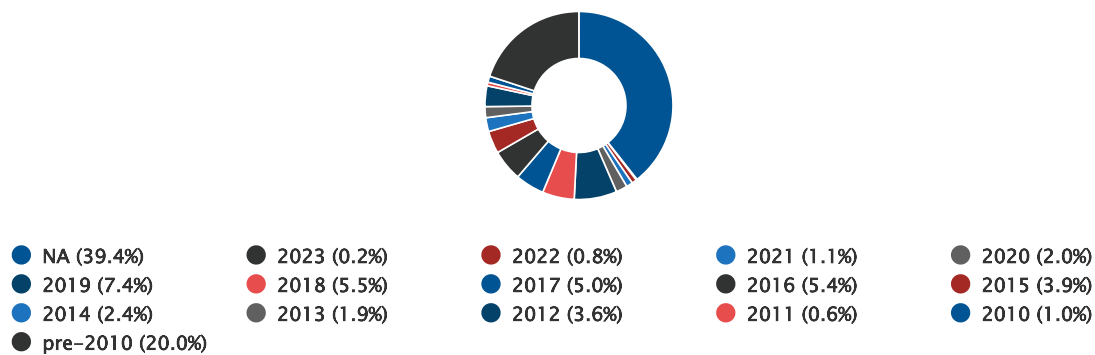
Estimated Annual Occupancy % 61% average



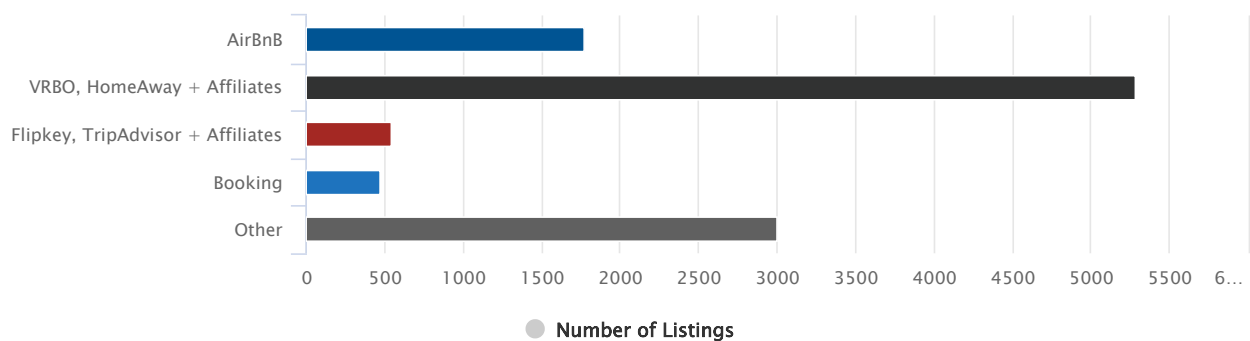
Online Activity



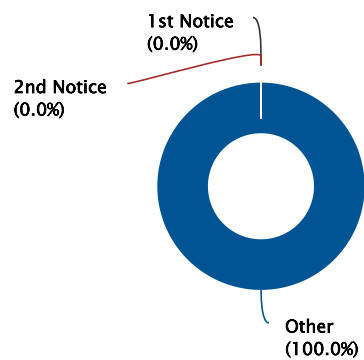
Year Ad Created / Joined



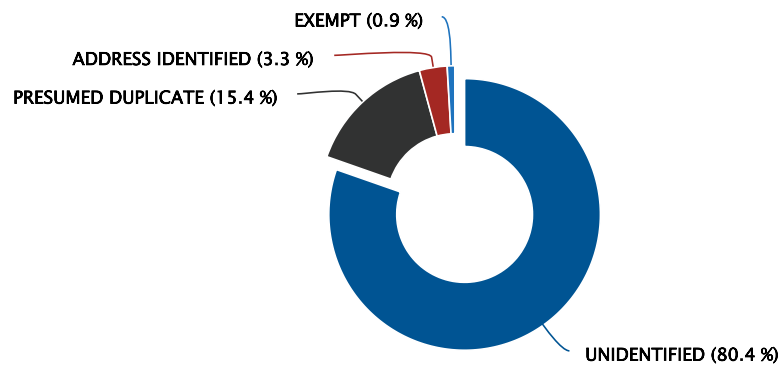
Inventory by Data Source
(11072)



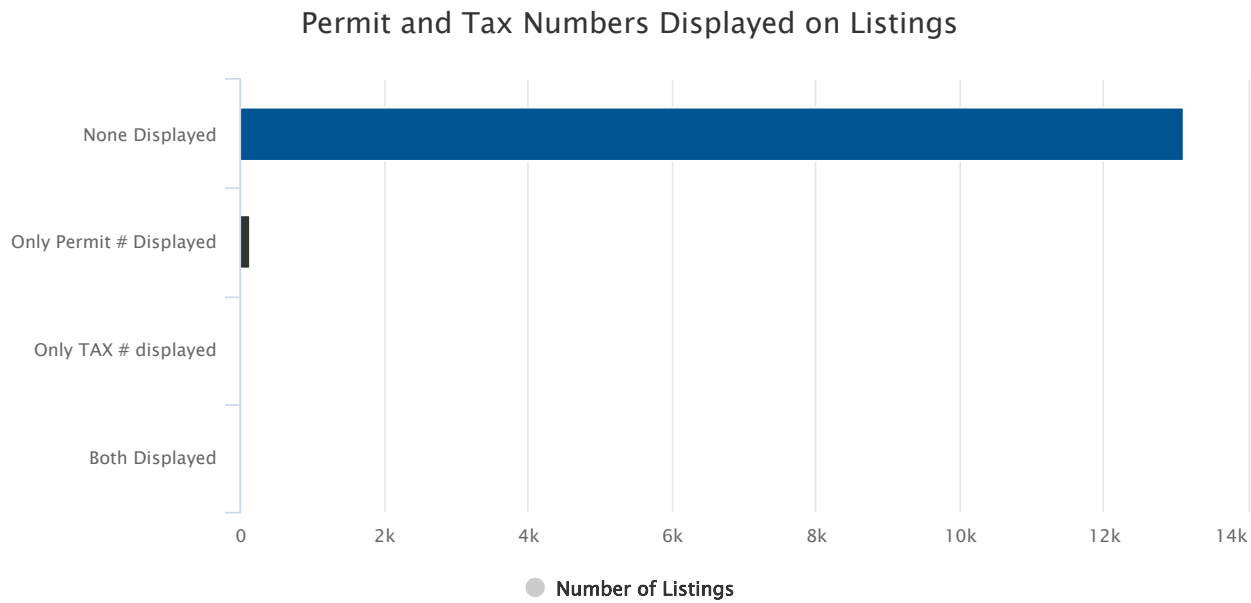
Zoning and Compliance



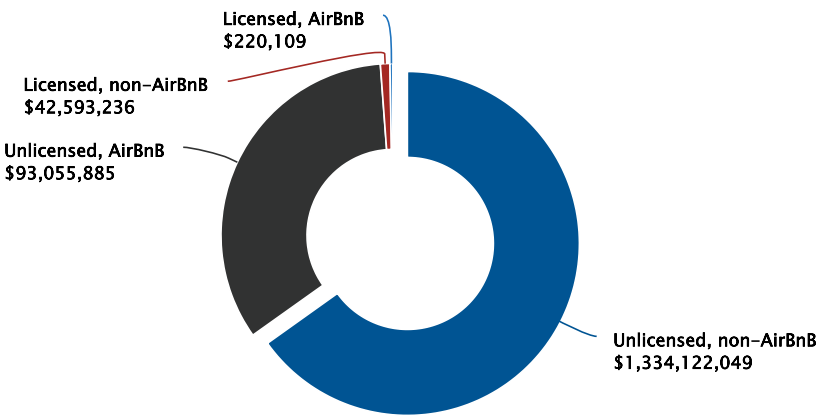
Identification



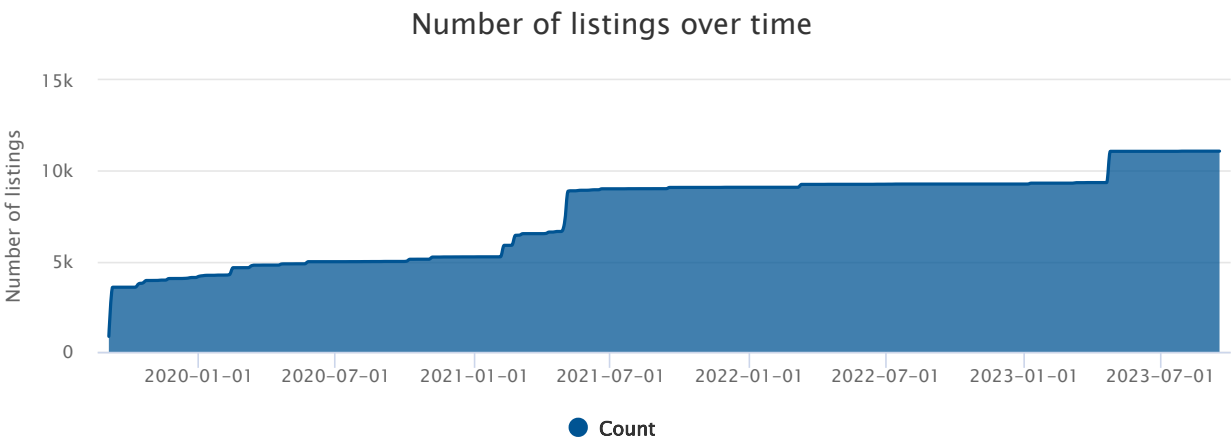
Permitting and Taxing by Property - Destin, Florida - 2023/09/21



Estimated Gross Revenues by Platform and Compliance - Destin, Florida - 2023/09/21



Destin, Florida





A V E N U
INSIGHTS & ANALYTICS

DESTIN, FL

PROPOSAL FOR

SHORT-TERM RENTAL COMPLIANCE SOLUTION

July 1, 2024

Submitted By:

Avenu Insights & Analytics, LLC
5860 Trinity Parkway, Suite 120
Centreville, VA 20120

Attn: **Yolanda Watkins Bailey**

334-322-1681 📞

Yolanda.watkins@avenuinsights.com 📧

www.avenuinsights.com 🌐

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1 EXECUTIVE SUMMARY

Avenu Insights and Analytics is pleased to submit this proposal for short term rental compliance services.

Understanding Your Needs

After speaking with members of your team, Avenu has thoroughly reviewed and analyzed the requirements you have for your STR compliance provider. We understand the importance of compliance and creating a fair environment for all short term rentals to operate under the same rules.

Our Solution

Our solution includes a state of the art reporting platform along with the following services:

1. **Monitoring** 100+ Websites Multiple Times A Week
2. **Identification** Exact Property Address and Owner/Operator Details

Expertise and Experience

For over 45 years, Avenu Insights and Analytics has been a steadfast supporter of over 3000 local governments, either through partnerships or full department administration aimed at facilitating revenue enhancement, tax management, auditing, and a wide array of additional services. For the last six consecutive years, Avenu has been acknowledged as a GovTech 100 Company, symbolizing its position among the top 100 companies dedicated to effecting change and providing services to state and local government agencies across the United States.



Key Differentiators

Avenu stands out as more than just your typical short-term rental compliance vendor. We differentiate ourselves in the following ways:

1. **Pioneering Innovation:** We were the world's first to offer local governments short-term rental scraping and identification services.
2. **Cutting-Edge Technology:** We combine Machine Learning and AI with the expertise of our human short-term rental specialists to authenticate and validate address and owner/operator data.
3. **Unmatched Accuracy:** Our commitment to accuracy is unwavering, as we guarantee 95% accuracy for house identifications and 75% accuracy for condo identifications, backed by a partial-money back guarantee. Note: This guarantee only applies to the Compliance Core package and not individual services.
4. **Expert Team:** Avenu offers dedicated specialists, including SMEs, ordinance and tax experts, with extensive experience in government including roles as former city managers and state tax auditors.
5. **Proven Track Record:** We proudly serve over 80 clients, achieving compliance rates exceeding 99%.

Budget

We've established a competitive and transparent pricing framework that harmonizes with your budgetary requirements. Our pricing model is structured on a per-property basis, as detailed in the pricing section below. With our diverse bundles, any local government can rely on Avenu to meet their short-term rental compliance requirements.

Client References

We invite you to speak with some of our satisfied clients who can attest to our commitment to delivering exceptional results. A list including contact information and some key performance indicators can be found below.

Next Steps

We are eager to discuss this proposal further, address any questions or concerns, and work collaboratively to ensure your objectives are met. Please feel free to contact Yolanda Watkins Bailey, at Yolanda.watkins@avenuinsights.com or 334-322-1681.

We are confident that Avenu is the ideal partner for supporting your short-term rental compliance needs and we look forward to the possibility of working together.

Thank you for considering our proposal.



Paul Colangelo
Chief Executive Officer
Avenu Insights & Analytics, LLC

2 AVENU'S SHORT-TERM RENTAL SOLUTION

2.1 SOLUTION SUMMARY

Avenu Insights and Analytics offers a full solution to tackle short term rental compliance needs. Figure 1 presents offerings that meet the basic data needs of your program, while Figure 2 lays out bundles for more comprehensive, results-based compliance offering. The packages are:

Figure 1: STR Compliance Options Available for Growing Needs

'Compliance Core' Identification Service	'Compliance Core' Monitoring and Identification Bundle
Identification Avenu STR's Identification Service provides a static, one time scrape and identification report in an excel file. The report will include: 1. Exact STR Property Address 2. Operator Name and Mailing Address 3. Owner Name and Mailing Address The service includes a one-time current license file import check which cross references, sorts and differentiates licensed and unlicensed STRs. NOTE: This service does not include any access to the reporting portal, any supporting evidence, or accuracy warranties.	Monitoring and Identification Avenu STR's Monitoring and Identification Bundle provides accuracy guaranteed identification data found within the reporting portal. The bundle offers additional data points including: 1. Screenshots Of Listings For Every Scraping Period 2. Data Sources To Support Where Identification Data Came From 3. Court-Defensible Supporting Evidence Further Proving Where Identification Data Came From The service also includes access to: 1. License File Imports For Up-To Date Reports and Statistics On Non-Compliant Short Term Rentals 2. Dedicated Customer Success Associate Knowledgeable About Your Ordinance, Preference and Current State of STR Program 3. Unlimited Remote Training for Unlimited Number of Users NOTE: This service includes a 95% accuracy warranty that provides a partial money refund back if not met, and continuous monitoring 4 times per week.

Figure 2: Enhanced STR Compliance Bundles Available for Growing Needs

'Compliance Pro' Software Only	'Compliance 360' Full-Service
Enhanced Monitoring & Identification Discover and identify existing and unknown STRs through use of advanced self-service STR identification software that analyzes 80+ sites. Registration & Permitting (Self Service) Assistance to local staff to identify inaccuracies or potential fraudulent reporting practices. 4-Step mobile-ready registration portal, Easy fee collection, and administration. Paperless document upload. Print and Mail Up to 2 printed materials per address per year, additional volume available upon demand. 24x7 Hotline Easy to report, prove, and resolve non-emergency short-term rental related problems in real-time, any day, at any hour with human operator inbound and outbound Tax Portal Online property owner/manager tax portal for new and renewal licensing Payment Processing (HOT/TOT/STR) Collect payments for hotel and STR taxes via credit card, ACH, debit for permits, registrations and taxes	Everything in 'Compliance Pro', PLUS: Advanced Tax Portal Full-Service Custom Portal for Tax Registration & Remittance Print and Mail Up to 2 printed materials per address per year, additional volume available upon demand. Registration & Permitting (Full-Service) Adoption and application of a formal annual permitting requirement Tax Collection & Remittance Receive, post and reconcile ALL STR filings and fee payments Discovery & Recovery Recover funds from newly discovered STRs and bring them into full compliance Community Outreach Directly communicate with noncompliant STR operators about need for compliance and present proof of their rental activity Reporting Powerful one-click reporting tools that enable a jurisdiction to analyze the financial trends and patterns of the local STR market and lodging tax revenue Compliance Auditing – 5% of Properties On-site or remote examinations by searching for financial or management inaccuracies, inadvertent irregularities, or potential fraudulent reporting practices Payment Processing (HOT/TOT/STR) Collect payments for hotel and STR taxes via credit card, ACH, debit for permits, registrations and taxes

Based on research and discussions, Avenu is pleased to present the Compliance Core options that fits the short-term rental compliance needs at the price you want.

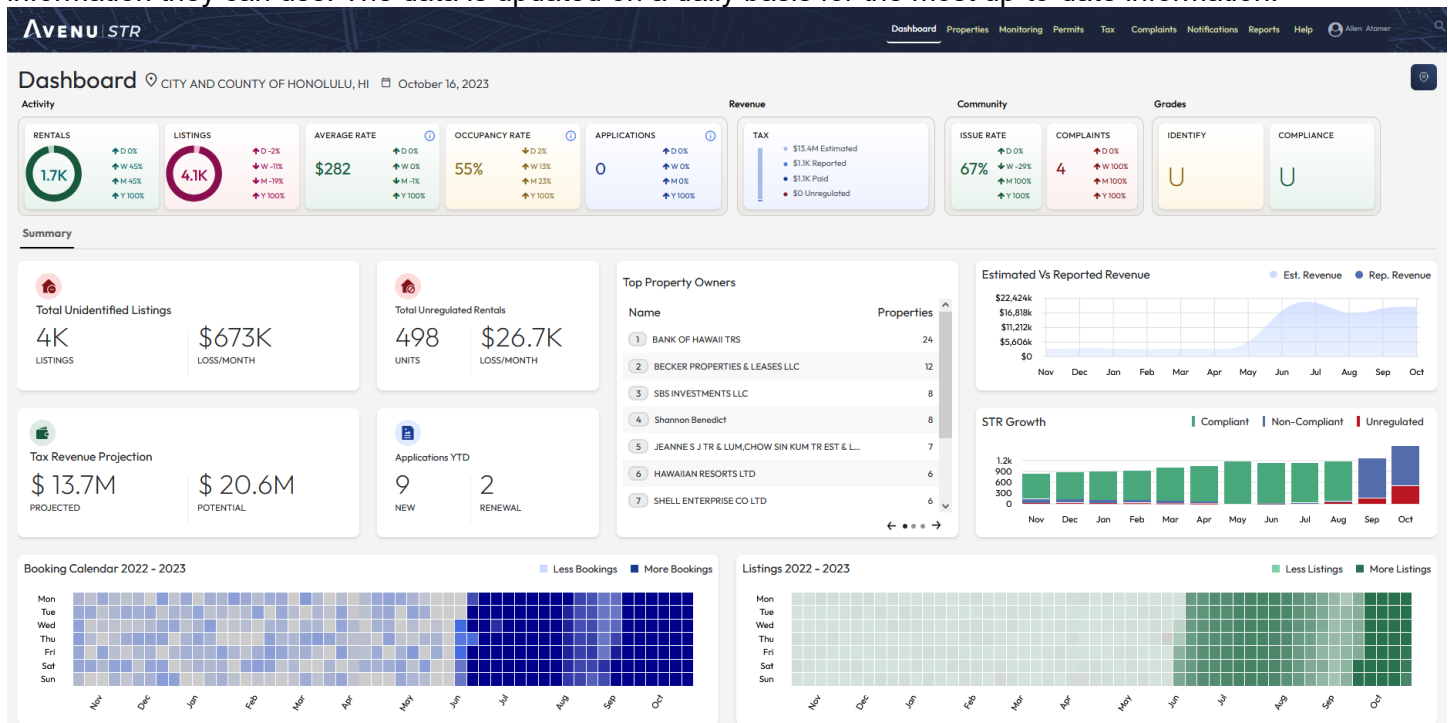
2.2 STR REPORTING PORTAL

The Avenu STR solution is based around a cloud-based platform that users have access to 24/7. With unlimited users and full training for each user, our easy to use portal provides anyone, whether a council member or a code enforcement officer, key data points useful to their role.

The portal includes the following modules:

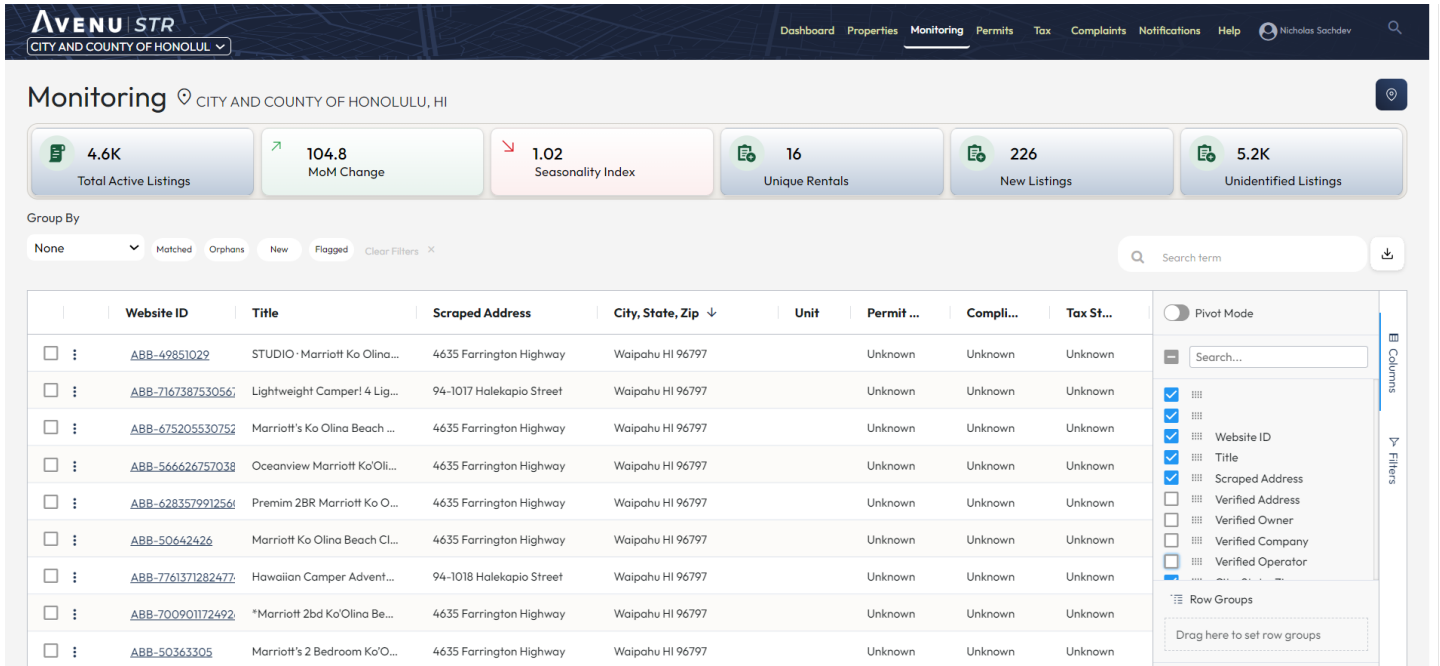
1) Dashboard

This module is the industry leading statistics dashboard that provides any viewer with extracted valuable information they can use. The data is updated on a daily basis for the most up-to-date information.



2) Monitoring

The monitoring module includes a full-fledge filterable, differentiable, extractable list of all short-term rental listings within the jurisdiction that have been scraped. The tool allows users to group by numerous types; add, move and remove columns as necessary; enter into a pivot mode for deeper analysis; and review all listings on a map feature that includes GIS layering capabilities.



Monitoring CITY AND COUNTY OF HONOLULU, HI

Summary Cards:

- 4.6K Total Active Listings
- 104.8 MoM Change
- 1.02 Seasonality Index
- 16 Unique Rentals
- 226 New Listings
- 5.2K Unidentified Listings

Group By: None

	Website ID	Title	Scraped Address	City, State, Zip	Unit	Permit ...	Compli...	Tax St...
☐	ABB-49851029	STUDIO · Marriott Ko Olina...	4635 Farrington Highway	Waipahu HI 96797		Unknown	Unknown	Unknown
☐	ABB-716738753056	Lightweight Camper! 4 Lig...	94-1017 Halekapio Street	Waipahu HI 96797		Unknown	Unknown	Unknown
☐	ABB-675205530752	Marriott's Ko Olina Beach ...	4635 Farrington Highway	Waipahu HI 96797		Unknown	Unknown	Unknown
☐	ABB-566626757038	Oceanview Marriott Ko'Olina...	4635 Farrington Highway	Waipahu HI 96797		Unknown	Unknown	Unknown
☐	ABB-628357991256	Premim 2BR Marriott Ko O...	4635 Farrington Highway	Waipahu HI 96797		Unknown	Unknown	Unknown
☐	ABB-50642426	Marriott Ko Olina Beach Cl...	4635 Farrington Highway	Waipahu HI 96797		Unknown	Unknown	Unknown
☐	ABB-7761371282477	Hawaiian Camper Advent...	94-1018 Halekapio Street	Waipahu HI 96797		Unknown	Unknown	Unknown
☐	ABB-700901172492	*Marriott 2bd Ko'Olina Be...	4635 Farrington Highway	Waipahu HI 96797		Unknown	Unknown	Unknown
☐	ABB-50363305	Marriott's 2 Bedroom Ko'O...	4635 Farrington Highway	Waipahu HI 96797		Unknown	Unknown	Unknown

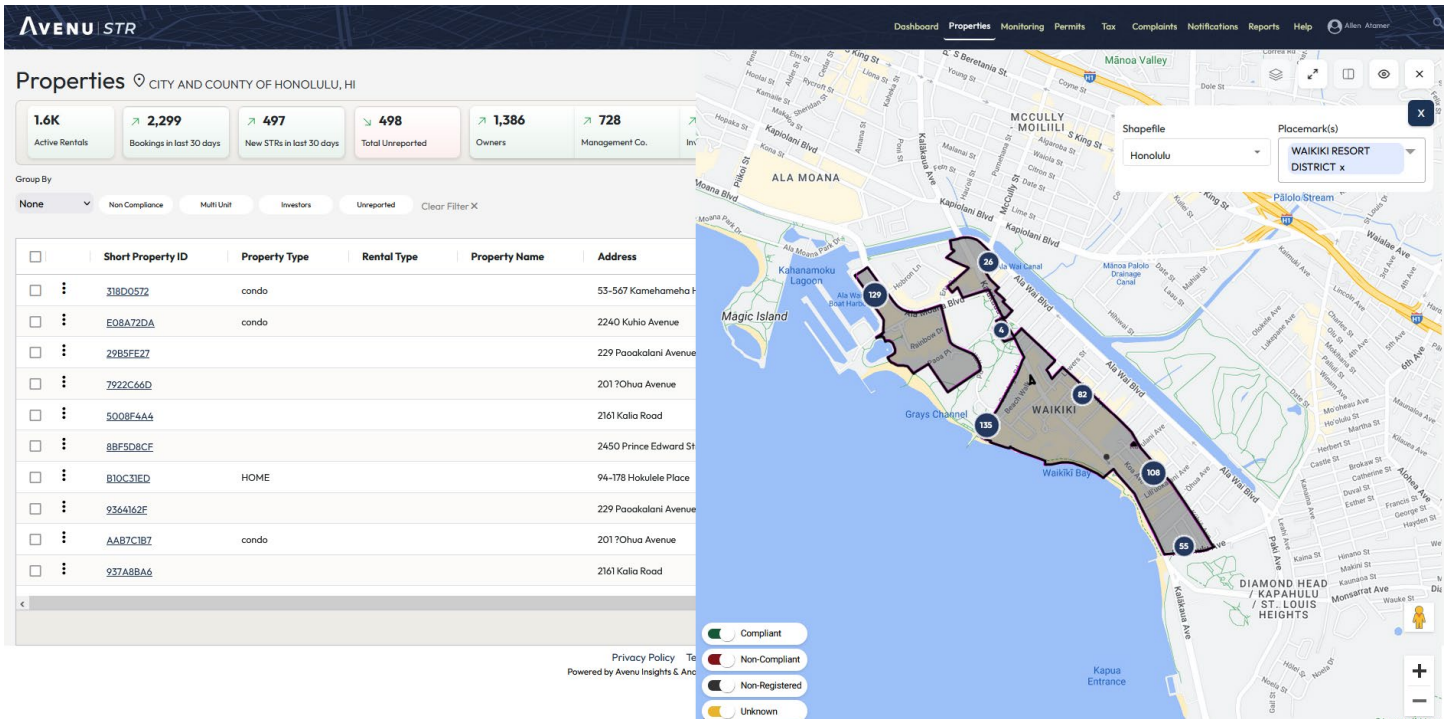
Search term: []

Columns: []

Filters: []

Pivot Mode: []

Row Groups: []



Properties CITY AND COUNTY OF HONOLULU, HI

Summary Cards:

- 1.6K Active Rentals
- 2,299 Bookings in last 30 days
- 497 New STRs in last 30 days
- 498 Total Unreported
- 1,386 Owners
- 728 Management Co.

Group By: None

	Short Property ID	Property Type	Rental Type	Property Name	Address
☐	318D0572	condo			53-567 Kamehameha Pkwy
☐	E08A72DA	condo			2240 Kuhio Avenue
☐	2989FE27				229 Paaoakalani Avenue
☐	7922C66D				201 'O'ahu Avenue
☐	5008F4A4				2161 Kalia Road
☐	8BF5D8CF				2450 Prince Edward St
☐	B10C31ED	HOME			94-178 Hukulele Place
☐	9364162F				229 Paaoakalani Avenue
☐	AA87C1B7	condo			201 'O'ahu Avenue
☐	937A8BA6				2161 Kalia Road

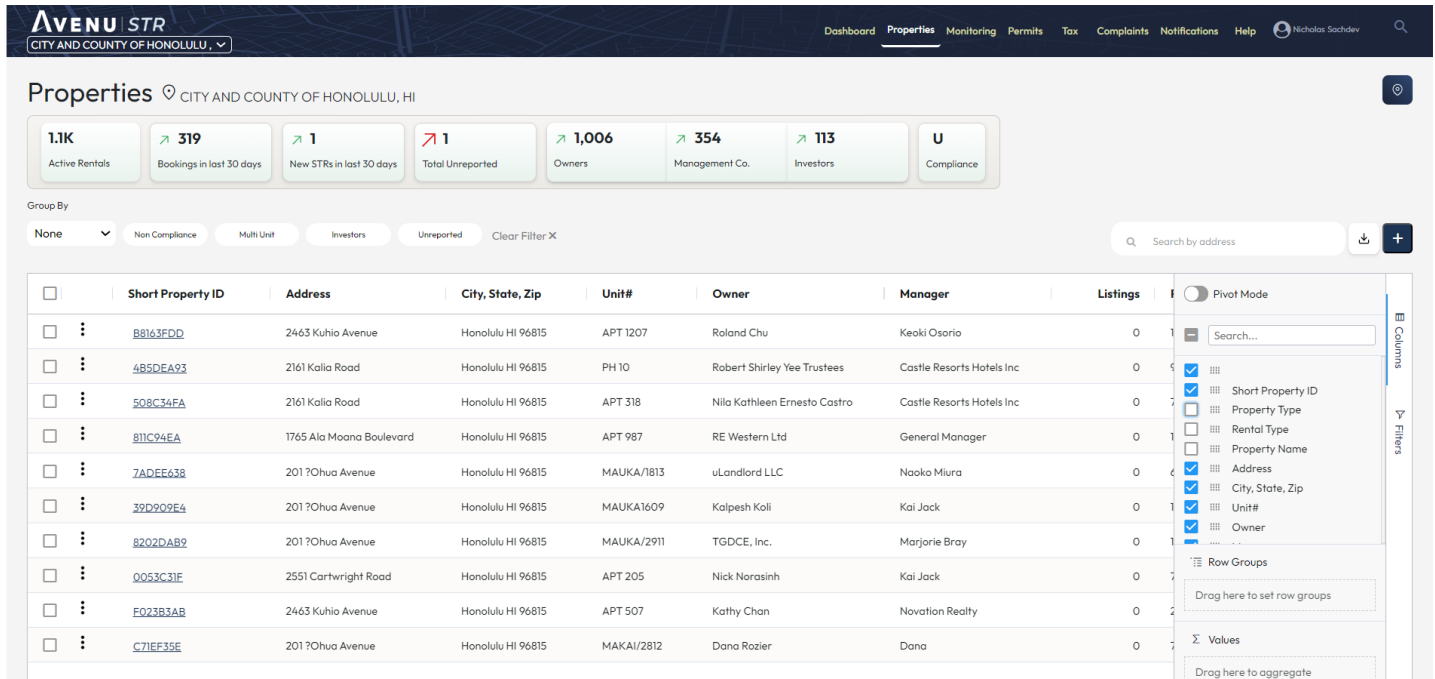
Map View: Honolulu

Legend:

- Compliant
- Non-Compliant
- Non-Registered
- Unknown

3) Properties

The properties module includes an identified list of all short term rentals that have been identified in a configurable format. The tool has all the features and functionalities of the monitoring module allowing users to slice and dice data as they prefer.

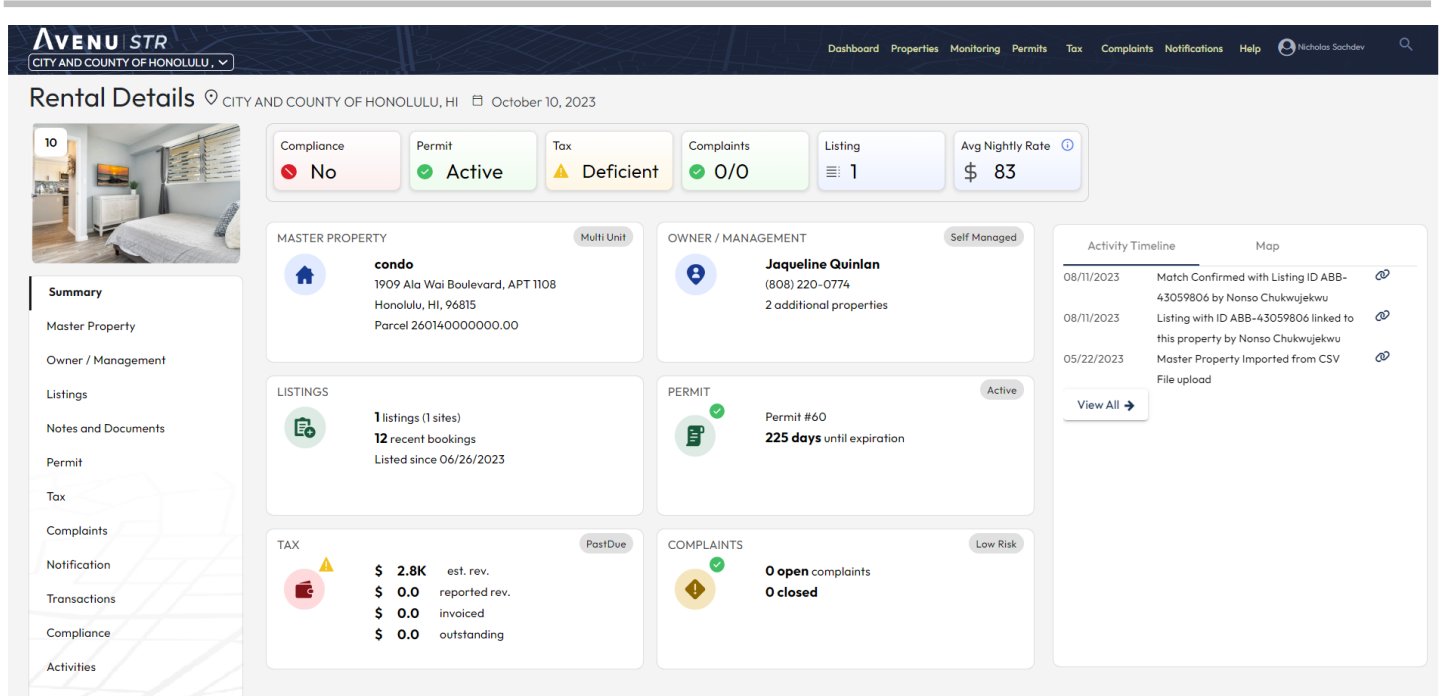
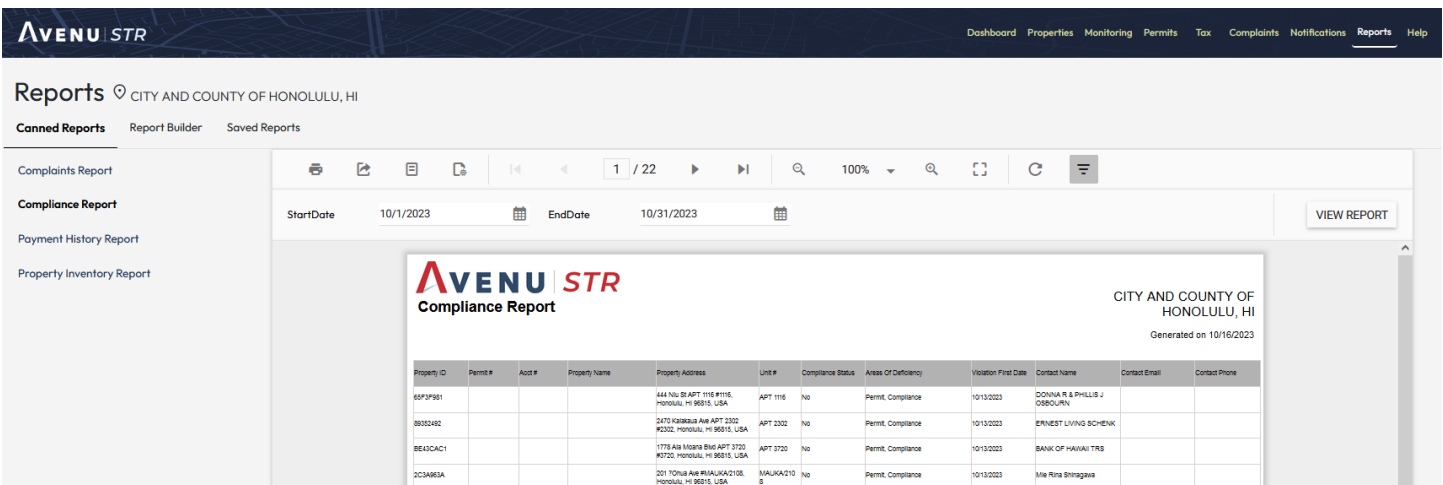


	Short Property ID	Address	City, State, Zip	Unit#	Owner	Manager	Listings
☐	B8163FDD	2463 Kuhio Avenue	Honolulu HI 96815	APT 1207	Roland Chu	Keoki Osorio	0
☐	4B5DEA93	2161 Kalia Road	Honolulu HI 96815	PH 10	Robert Shirley Yee Trustees	Castle Resorts Hotels Inc	0
☐	508C34FA	2161 Kalia Road	Honolulu HI 96815	APT 318	Nila Kathleen Ernesto Castro	Castle Resorts Hotels Inc	0
☐	811C94EA	1765 Ala Moana Boulevard	Honolulu HI 96815	APT 987	RE Western Ltd	General Manager	0
☐	7ADEFA38	201 ?Ohua Avenue	Honolulu HI 96815	MAUKA/1813	uLandlord LLC	Naoko Miura	0
☐	39D909E4	201 ?Ohua Avenue	Honolulu HI 96815	MAUKA1609	Kalpesh Koli	Kai Jack	0
☐	8202DAB9	201 ?Ohua Avenue	Honolulu HI 96815	MAUKA/2911	TGDCE, Inc.	Marjorie Bray	0
☐	0053C31E	2551 Cartwright Road	Honolulu HI 96815	APT 205	Nick Norasinh	Kai Jack	0
☐	F023B3AB	2463 Kuhio Avenue	Honolulu HI 96815	APT 507	Kathy Chan	Novation Realty	0
☐	C71EF35E	201 ?Ohua Avenue	Honolulu HI 96815	MAKAI/2812	Dana Rozier	Dana	0

The rental details page includes over 67 different data points for each property including all property details, operator details, owner details, all photos found on the listing, full-length screenshots of the listing monthly, as well as quick statistics found at the top.

The rental details page also includes various tools to help support compliance efforts. A few include:

- 1) a case management system to track any interactions with the property operators, changes or notes
- 2) a complaint tracking system
- 3) a notification tracking system
- 4) a customized print-to-PDF tool that allows users to add or remove sections most relevant to their use

Property ID	Permit #	Adu #	Property Name	Property Address	Unit #	Compliance Status	Area of Deficiency	Violation First Date	Contact Name	Contact Email	Contact Phone
60FJ981				444 Niu St APT 1116 #1116, Honolulu, HI 96815, USA	APT 1116	No	Permit, Compliance	10/13/2023	DONNA R. & PHILLIS J. OROURIN		
80102482				2470 Kaimukou Ave APT 2302 #2302, Honolulu, HI 96815, USA	APT 2302	No	Permit, Compliance	10/13/2023	ERNEST LIVING SCHENK		
BE432AC41				1178 Ala Moana Blvd APT 3720 #3720, Honolulu, HI 96815, USA	APT 3720	No	Permit, Compliance	10/13/2023	BANK OF HAWAII TRS		
0CCABE3A				201 Tolu Ave #1AUKA2108, Honolulu, HI 96815, USA	1AUKA2108	No	Permit, Compliance	10/13/2023	Mie Rina Shingava		

2.3 STR MONITORING

Methodology

Monitoring is a key component to a successful short term rental compliance program. Avenu STR's solution takes a four-pronged approach in order to capture all listings within the jurisdiction to keep the playing field level for all operators. The five-pronged approach includes:

1. Over 100+ Websites Scraped

Our solution scrapes and captures data from over 80 short term rental websites, 20 long term rental websites and countless locally-based property management websites that have their own off-platform booking and advertising pages. Note: a full list of unique websites can be provided upon request.

Figure 3 - Avenu's STR Solution cover 100 different sites



Scraping the LTR websites allows us to capture bad actors acting as if they are renting on a long-term basis but are truly renting on a short-term basis. Further, scraping local websites is key as the big 4 platforms (Airbnb, VRBO, FlipKey and Booking.com) are becoming a marketing platform for localized websites to redirect from.

2. Scraping During Specific Time-Intervals

Our solution scrapes the aforementioned websites 4 times a week – weekday morning, weekday night, weekend morning, weekend night. Scraping in the staggered intervals allows us to capture vampire listings – these are listings that go down during the day and up during the night to avoid detection from your staff.

3. Scraping Beyond Jurisdiction Lines

Avenu STR scrapes up to 1600 ft or 500 meters outside the jurisdiction boundary lines. Many short-term rental platforms scatter the exact address of a short-term rental away from its true location. By scraping the additional area on the map, and sometimes into the water, Avenu STR guarantees any properties in jurisdiction are fully captured and brought into compliance. Those found to be truly out of jurisdiction are discarded.

4. Scraping Based on Ordinance Requirements

During onboarding, we will review your ordinance with your team to determine the parameters of the scrape, including the minimum number of nights, the latest shapefiles, zone-specific enforcement, property type, room type, and more. This approach works because after setting up over 100 customers, Avenu STR has found that these key onboarding questions settled upfront leads to achieving full compliance faster and with less Host disputes for the client and Avenu.

Process

1. Your department onboards with your dedicated Project Manager including full ordinance review, shapefile review and current licensed STR report
2. Avenu team configures scraping based on provided materials
3. Scraping spiders are automatically deployed at randomized timings based on the staggering mentioned above

4. 67 different data points are collected for each listing scraped and updated in the reporting portal including photos, screenshots and more
5. AI and Machine Learning processes are automatically implemented to search for duplications and marked into a “presumed duplicate” or “presumed license” category for secondary review by a human analyst

2.4 STR IDENTIFICATION

Methodology

The most important part of the short-term rental program at Avenu STR is the identification service. In order to process a short-term rental into compliance you need the following:

1. The exact address of the short-term rental
2. The operator’s name (or company’s name) and their mailing address
3. The owner’s name (or company’s name) and their mailing address
4. Evidence proving the address and names match back to the original short term rental listing

Process

. The identification process is a multi-faceted process detailed below:

1. Our technology scrapes over 100+ websites in search for any and all short-term rental listings within the jurisdiction
 - a. New listings will be added to the portal while existing listings will be updated
2. AI and Machine Learning will review all scraping data to sort for “presumed licensed” and “presumed duplicates”
 - a. Our tools use a scoring system based on various factors including distance, name of listing, and other elements to mark a listing the intelligence presumes is a licensed listing based on the license file from your department
 - b. Our tools use AI photo intelligence and comparison tracking to determine if photos and other elements of the listing are duplications to group them for more efficient identification
 - c. A trained human analyst will review all listings grouped into the presumed categories for final designation
3. Various trained, on-shore, human analysts will receive packages of listings and will review information to find a) the exact short term rental address including a unit number (if applicable), b) the operator name and mailing address as well as c) the owner name and mailing address.
 - a. Our analyst will first determine if the listing is licensed or not based on any existing license files we receive
 - i. If licensed, the analyst will provide address and owner proof to match the license. This usually comes in the form of data sources, links and 2 court defensible screenshots of the sources
 - ii. If unlicensed, the analyst will find all information and provide data sources, links and 4-10 screenshots of the sources
4. A quality assurance team led by members with over 7 years of short-term rental identification experience will go through a 40 point check list to verify accuracy of the identification data and evidence
 - a. We guarantee a 95% accuracy on our home identifications and 75% accuracy on our condo identifications, or we will provide a partial money back guarantee.

5. A dedicated customer success associate that is knowledgeable about your ordinance, your preferences, and the local happenings within your jurisdiction regarding short term rentals will provide a final check before sending a monthly report of unlicensed short-term rentals to you.
- a. Note: Users have access to a full reporting module described in STR Reporting Portal section where they have access to an instant live up-to-date report of unlicensed STRs.

3 FEE PROPOSAL

Avenu is pleased to offer the following fees for the services described in our proposal:

OPTION 1: Compliance Core - Monitoring and Identification Bundle	
Setup Fee*: \$20,000 1.STR Monitoring 4 Times Per Week on 100+ Websites 2.Screenshots of Listings for Every Scraping Period 3.Data Sources to Support Where Identification Data Came From 4 Court-Defensible Supporting Evidence Further Providing Where Identification Data Came From 5 License File Imports for Up-to Date Reports and Statistics On Non-Compliant Short Term Rentals 6 Dedicated Customer Success Associate Knowledgeable About Your Ordinance, Preference and Current State of STR Program 7 Unlimited Remote Training for Unlimited Number of Users	\$284,795
NOTE: This service includes a 95% accuracy warranty that provides a partial money refund back if not met, and continuous monitoring 4 times per week.	

*Setup fee is negotiable for Terms of more than 12 months, may apply for jurisdictions with 500+ STRs. Quotation is valid for 120 days from delivery date. Standard Terms and Conditions are posted [here](#)

8 CUSTOMER REFERENCES

Below please find a list of satisfied customers that use Avenu STR

Customer	Service Description
City of Holmes Beach, FL Kim Charron Code Compliance P: 941-778-0331, ext. 228 E: charronk@holmesbeach.org	- Contracted since September 2020 - Identified 2500 short term rentals in the City - found 259 non-licensed STRs for the City, and helped issue 550 violations for noise and license display non-compliance
Manatee County Tax Collector, FL Michele Shultz Director, Tourism Development Tax P: (941) 741-4801 E: MicheleS@Taxcollector.com	- Contracted since October 2018 ongoing 9500 STR listings, 11000 Active Accounts, discovered - Deployed on-site license checker with easy maintenance for IT department Found 300+ unlicensed STRs, achieving 99% compliance in the County for Tourism Tax, helping collect over \$250,000 of tax
St. Lucie County Tax Collector, FL Pam Blazek Finance Supervisor Phone: 772.462.3556 Email: pamela.blazek@tcslc.com	- Contracted since August 2020 - Monitoring over 2300 STR listings and discovered over 300 unlicensed STRs operating in the County
City of Fort Lauderdale FL Porshia Williams Code Compliance Manager P: (954) 828-5249 E: PorshiaW@fortlauderdale.gov	- Monitoring 1000 STR permitted properties, and 4500 listings - From April 2019 to today, Harmari STR has discovered 380 additional unlicensed STRs with documented evidence, increasing compliance to 55% - Provided custom Zoning/HOAs reporting to each of 30 different code officers
City of Deerfield Beach FL Eric Power, Planning Director P: 954-480-4206 E: epower@deerfield-beach.com	- Contracted since August 2018 on a new STR program - Identified 822 listings, raised compliance to 150 licensees, issued 150 letters for Magistrate.

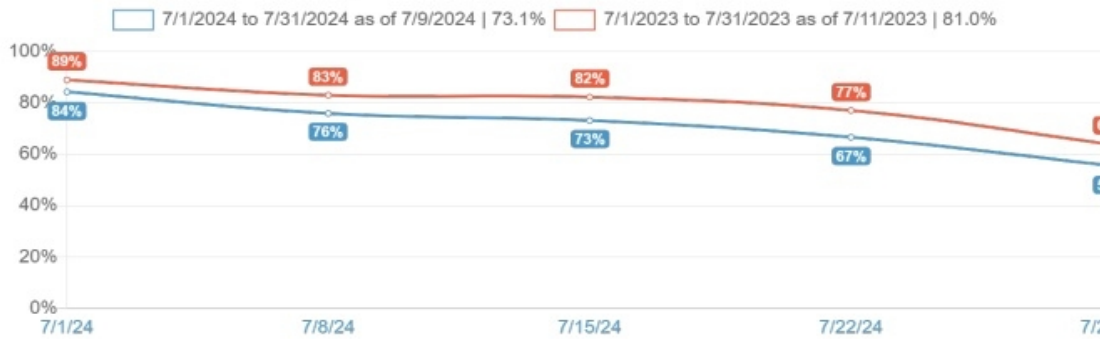
		VRBO/Expedia		
Values from Preliminary Report		2330		
Duplicate Rate	0%			
Annual License Fee	\$ 500.00			
Average Daily Rate plus fees	\$ 459.00			
Destin Tax rate	0%			
Current Compliance Rate	50%			
Estimated Listings		2330		
Market Share		39%		
Gross Bookings		477650		
Average Occupancy Rate		56%		
Gross Yield		\$ 219,241,350.00		
Average Yield/Property		\$ 94,095.00		
Estimated Annual Tax Yield		\$ -		
Estimated Annual License Revenue		\$ 1,165,000.00		
Total Annual Income				
Taxes from STRs/Fees				
Sales Based on Scenario				
Above		\$ 1,165,000.00		
Estimated uncollected		\$ 582,500.00		
KPI		Value	Compared	Difference
APR		1151	116	100

ADR	\$654	\$646	1%
Adjusted Paid & Owner Occupancy	73.1%	81.0%	-10%
Adjusted RevPAR	\$459	\$508	-10%
Avg. Total Stay Value	\$4,520	\$4,531	-0%

ADR



Adjusted Paid & Owner Occupancy



Destin FL

AirBnb	Other	Total rental unit
2180	1472	5982

\$ 459.00	\$ 459.00
-----------	-----------

2180	1472	5982
------	------	------

36%	25%
-----	-----

446,900	301,760
---------	---------

56%	56%
-----	-----

\$ 205,127,100.00	\$ 138,507,840.00
\$ 94,095.00	\$ 94,095.00

\$ -	\$ -	\$ -
------	------	------

\$ 1,090,000.00	\$ 736,000.00	\$ 2,991,000.00
-----------------	---------------	-----------------

\$ 1,090,000.00	\$ 736,000.00	\$ 2,991,000.00
-----------------	---------------	-----------------

\$ 545,000.00	\$ 368,000.00	\$ 1,495,500.00
---------------	---------------	-----------------

erence

\$619

\$611

29/24

6.4%

56%

29/24

	January		February		March		April	
	31		28		31		30	
Airbnb	12		14		20		20	
HomeAway	12		14		20		20	
Others	12		14		20		20	
Estimated Average Gross Yield	\$	16,524.00	\$	19,278.00	\$	27,540.00	\$	27,540.00
Taxable Nights/Property	36		42		60		60	
Estimated Occupancy Rate	50%		50%		65%		67%	

May	June	July	August	September	October
31	30	31	31	31	31
26	20	20	20	18	10
26	20	20	20	18	10
26	20	20	20	18	10

\$ 35,802.00 \$ 27,540.00 \$ 27,540.00 \$ 27,540.00 \$ 24,786.00 \$ 13,770.00

78 60 60 60 54 30

84% 67% 65% 65% 58% 32%

November	December
30	31
10	15
10	15
10	15

\$

13,770.00

\$

20,655.00

30

45

33%

48%

Taxable Nights	Total Nights Occupied	Gross Nights Booked
205	205	477650
205	205	446,900
205	205	301,760

Annual Occupancy Rate

	56%
	56%
	56%



GRANICUS

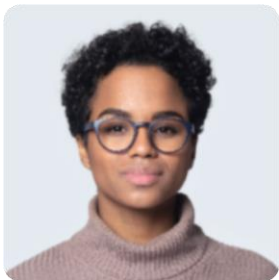
govService

Host Compliance

Destin

John Spuhler
June 2024

Monitoring Short-Term Rentals (STRs) presents both widely known and underappreciated challenges



Getting **visibility** into STR data is **nearly impossible**



Manual processes weigh on my team and **drain our budget**



Our **internal alignment** is ineffective and **suffers**



So much of my **time is wasted** on **finding more room in the budget**

🕒 **<10%**

Of STR owners voluntarily get registered and pay all of their taxes

🕒 **20-30%**

Issues with STRs growing at an alarming rate year over year

The Short-Term Rental Market is Exploding

Many communities are struggling to define and enforce regulations that preserve community character and keep communities safe while ensuring revenue collection.



15x

the # of short-term
rental listings since
2011



27

global markets
have seen home
rentals outperform
hotels in the last
year



100s

of different
platforms make it
nearly impossible
to manually track
STR property
listings



239%

Increase in STR
related party
complaints in the
last year

Without compliance, local government knows STRs bring significant challenges

>> Lost economic opportunities

>> Diminished neighborhood character

>> Impact on housing affordability

>> Wasted time and money



The Case that Short-Term Rentals Actually Make Our Neighborhoods Stronger

Kara Wilson · September 25, 2019

News | Technology

Tech challenges (and coronavirus) were the focus for rental managers in 2020

By Linda Fox | December 22, 2020



The New York Times

Airbnb Fights Its 'Party House Problem'

Noise. Damages. Safety questions. Airbnb is racing to address the risks posed by partying guests before it goes public.

Forbes

Dec 2, 2020, 11:20am EST | 511 views

The Growth And Challenges Of Vacation Rentals In The Age Of Covid

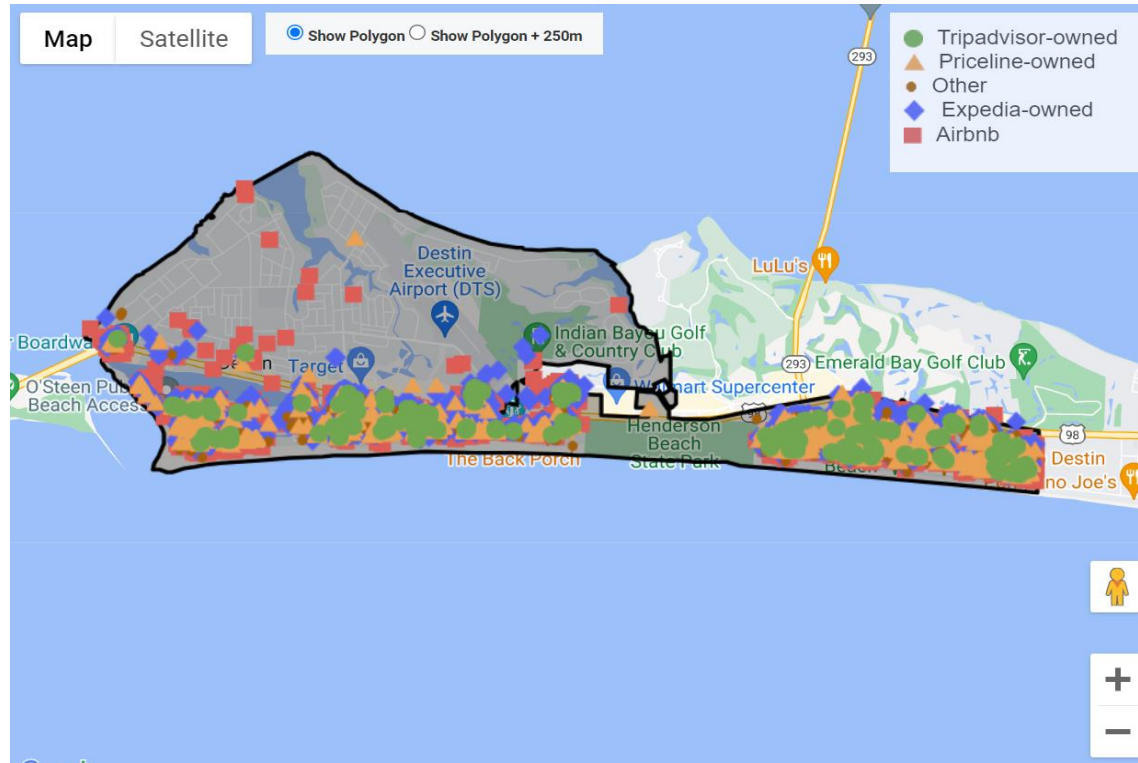


What Are Your Top Priorities?

- Reduce noise, parking, traffic and trash-problems
- Eliminate party houses
- Reduce STR impact on neighborhood character
- Ensure building safety
- Improve responsiveness to neighbor complaints
- Stem STR impact on affordable housing availability
- Improve permit and tax compliance to increase tax revenue
- Ensure a level playing field between law abiding traditional lodging providers and illegal STRs
- Reduce tension between short-term rental property owners and their neighbors
- Make citizens aware that STR problems are taken seriously

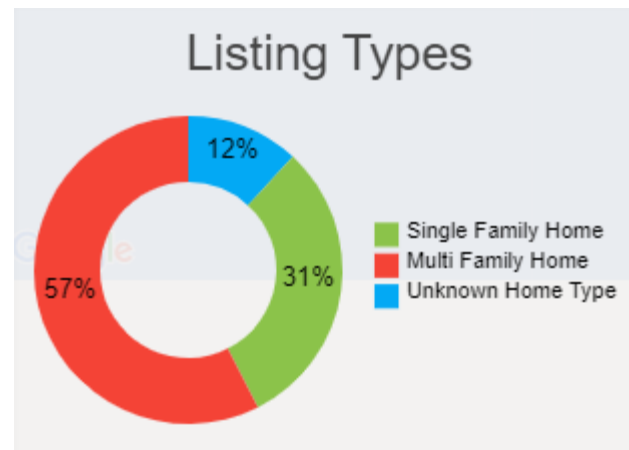
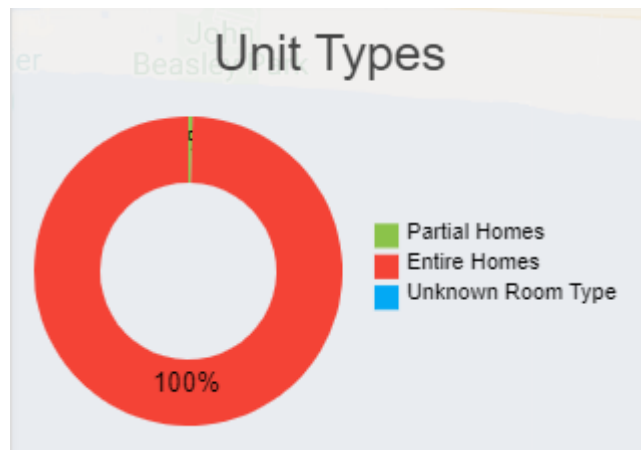
...and in Destin we have identified 9,780 listings, representing 5,982 unique rental units*

Short-term rentals in Destin as of February 2023



* Granicus Host Compliance's pricing is based on the count of listings and rental units that would need be to analyzed and monitored for compliance. In terms of listings, this number is 10,052 as we will expand our search area by several hundred yards beyond the borders of Destin to capture all relevant listings. Source: Granicus Host Compliance Proprietary Data

Destin STR Market Details



True Compliance Requires a Holistic Approach

Identifying STRs alone isn't enough. You need to...

Understand the market

Understand the size and scope of short-term rentals in your community



Identify revenue loss

Ensure your community has identified every opportunity for revenue capture, creating an even playing field for all types of providers and residents



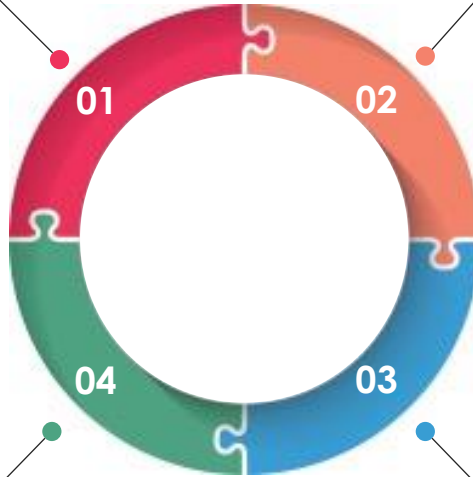
Automate and save

Support greater staff efficiency with impactful tools and process automation to help implement and enforce fair regulations



Protect the community

Ensure all lodging providers meet health and safety standards; develop short- and long-term plans to create, grow, or revitalize a community or area



Subscriber Network
A network of 250M citizen subscribers



govAccess

Transactional websites designed for today's citizen



govService

Online citizen self-service solutions and process automation



govMeetings

Meeting agendas, video, and boards management



govDelivery

Targeted email, text, and social media communications



govRecords

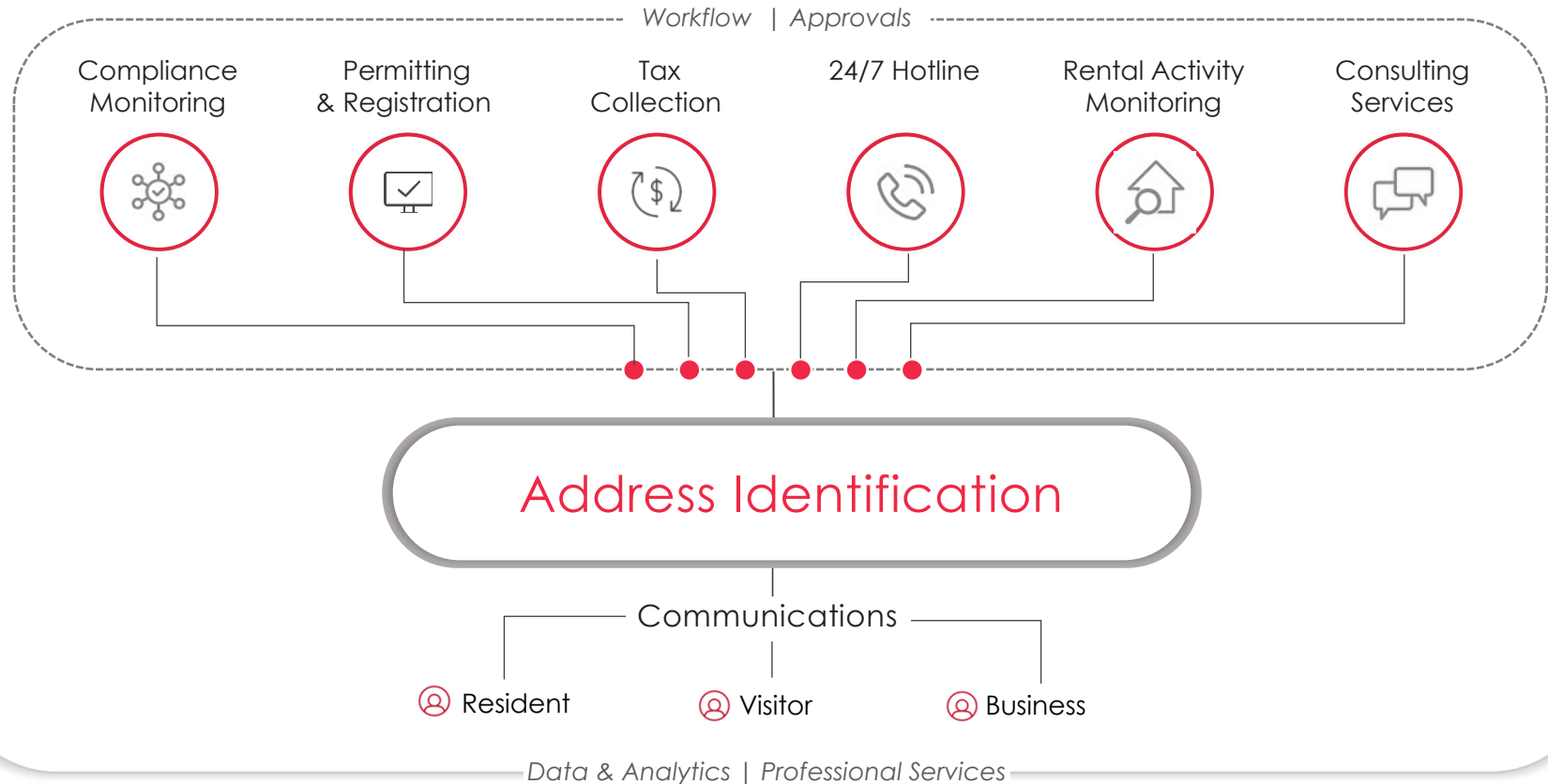
Paperless records management



Granicus Experience Group

A strategic team of experts delivering managed services

govService **Host Compliance**



Address Identification technology and processes make it possible to easily monitor the STR market and find the addresses and owners of all identifiable STRs

1

Scan

We scan the world's 60+ largest STR websites for all listings

2

Extract

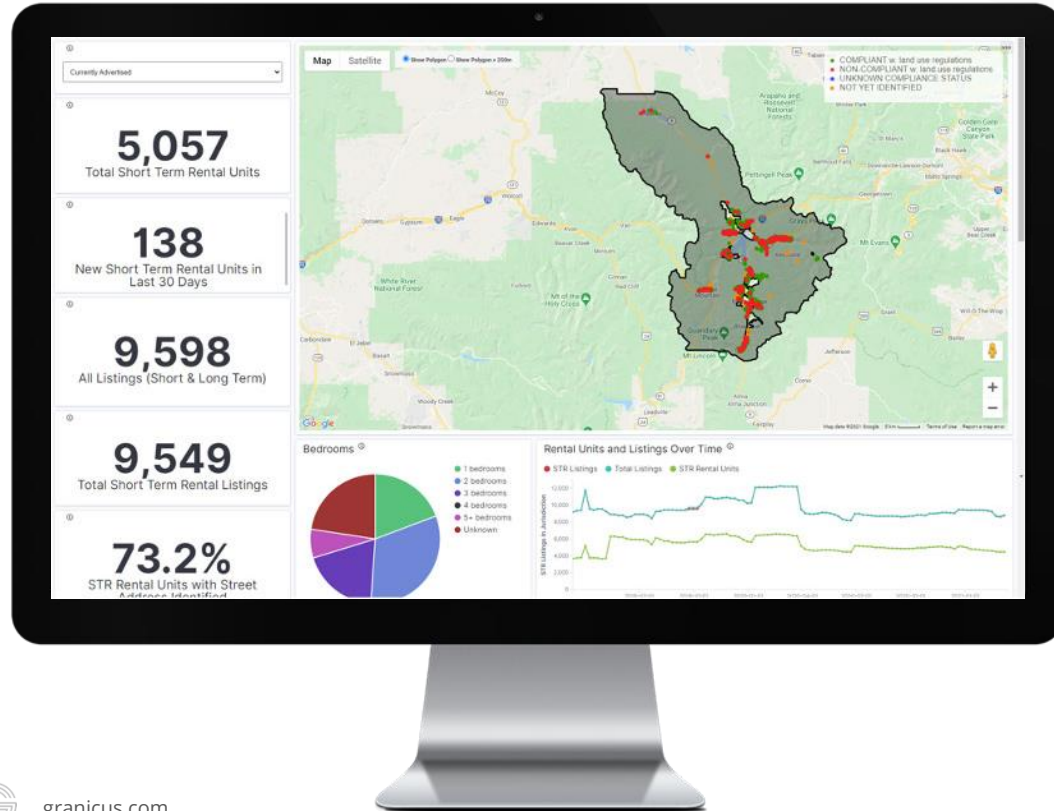
We identify each listing and extract as much information as possible to allow our AI models to narrow down the list of possible address/owner matches

3

Combine

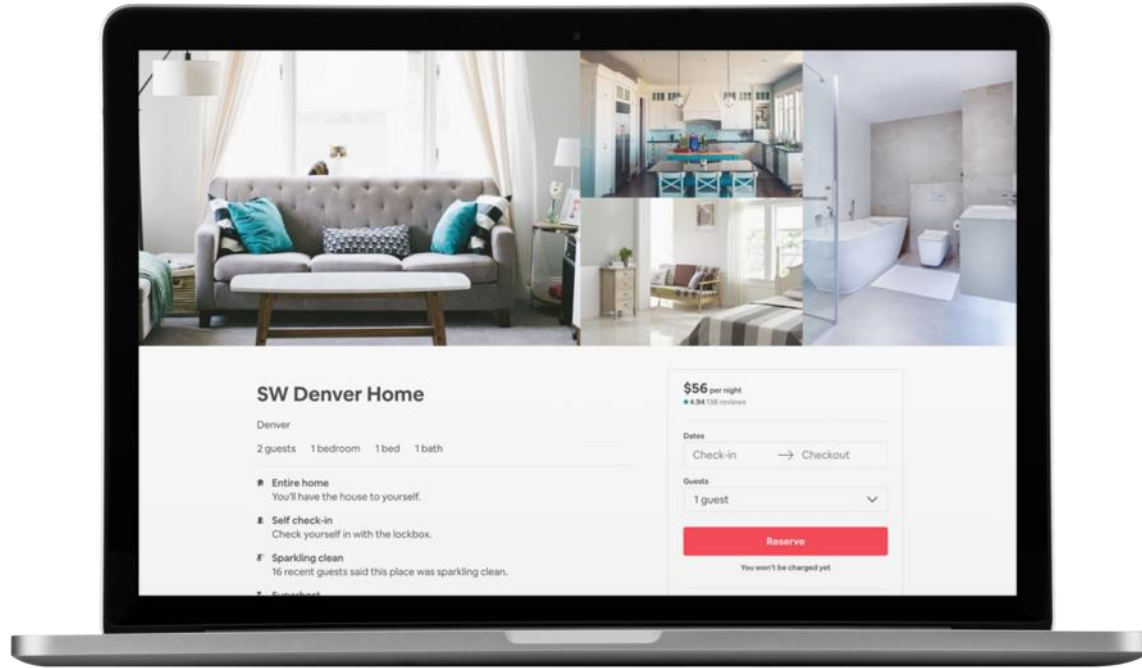
We combine AI and human analysts to identify the exact addresses and owner information for each identifiable STR

Address Identification monitors the STR market and finds the addresses and owners of all identifiable STRs



The data and screenshots are made available to authorized users in an easy-to-use online dashboard and records management system and easily exported in Excel/CSV format

Use software to **automate the systematic capture of listing screenshots**



Full Screen



rental unit record



GRANICUS

Real Compliance

Rental Unit Record

9750 Ryan Gulch Rd,

Shawnee, CO 80449, USA

Active Identified

Compliant

✓

PRINT

✉

SEND A LETTER

Listing(s) information

VRBO

Airbnb








Matched Details

Rental Unit Information



Identified Address

9750 Ryan Gulch Rd, Shawnee, CO 80449, USA

Identified Unit Number

NA

Identified Latitude, Longitude

39.190775, -105.0775

Provide documented evidence of every address match to support all of Destin's enforcement efforts

Example of Searchable Evidence

✓ Matched Details

Analyst IXMUJ

Explanation
The exterior shown in the listing photo has all of the identical features to the one shown on the assessor website. The property is hosted by [redacted] and [redacted], which matches the two owners listed by the assessor.

Listing Photos **Matching 3rd Party Sources**



=



Same exterior.

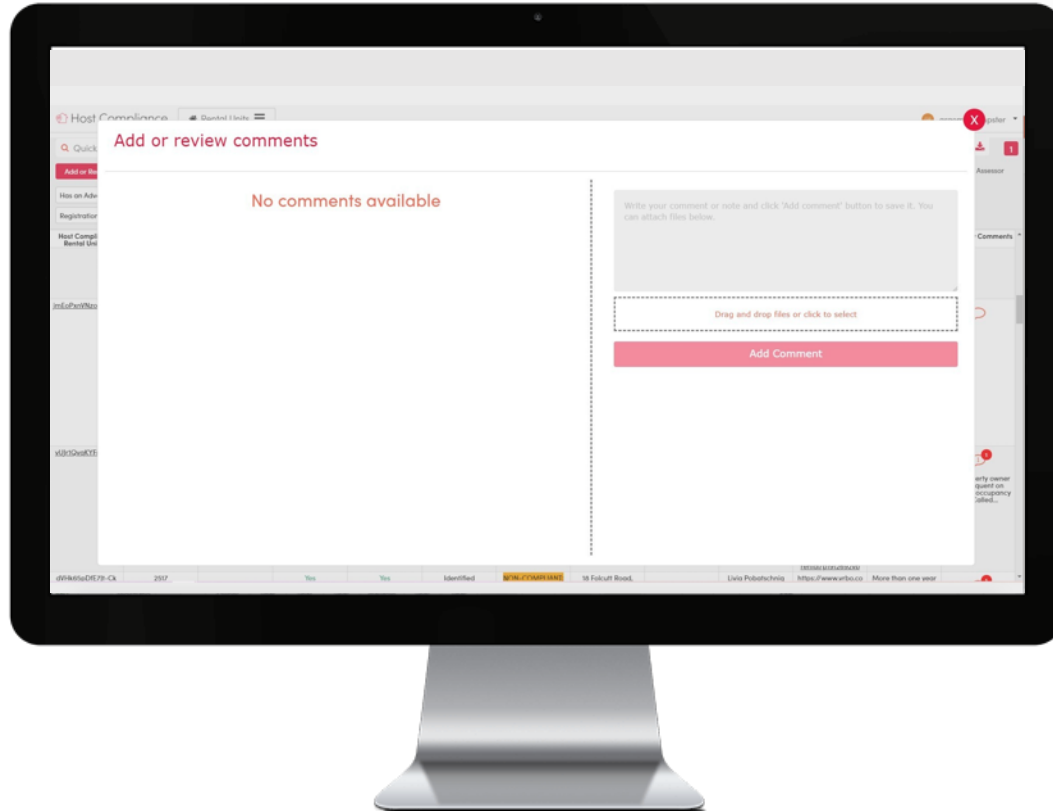


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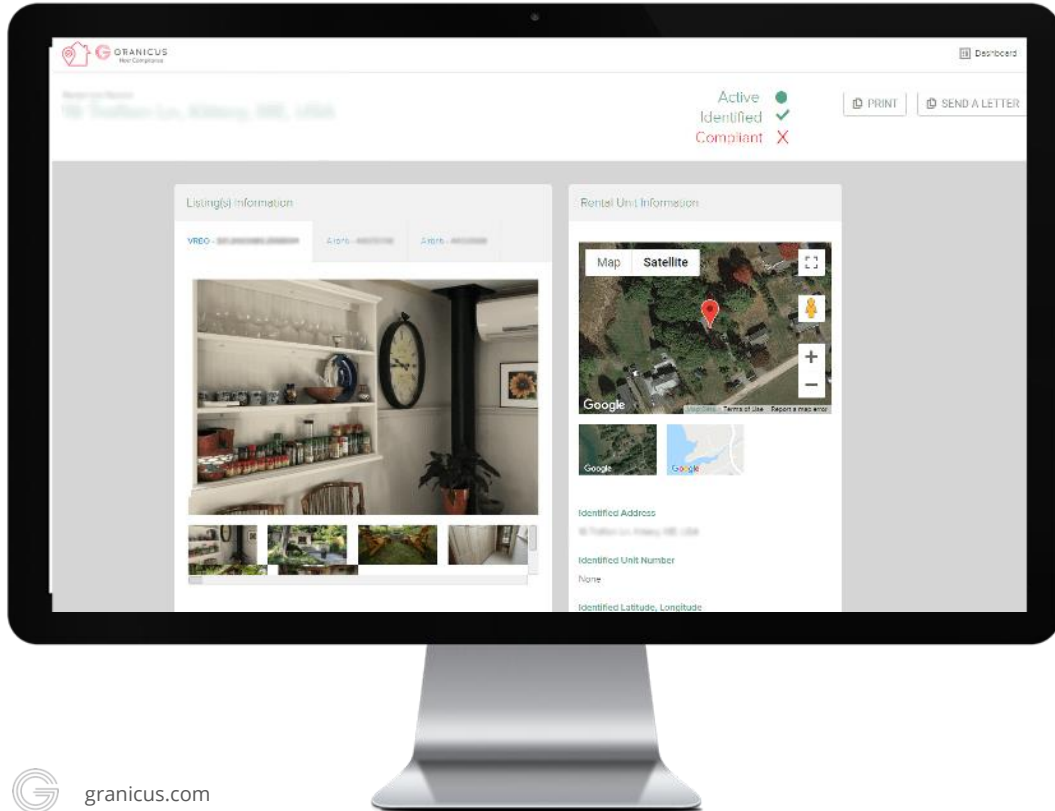


[redacted] and [redacted] mentioned as hosts, they are owners of property.

Easily track the status of individual rentals and create case notes on the unit's record



Compliance Monitoring allows you to stay in control and save time by sending your enforcement letters with the click of a button

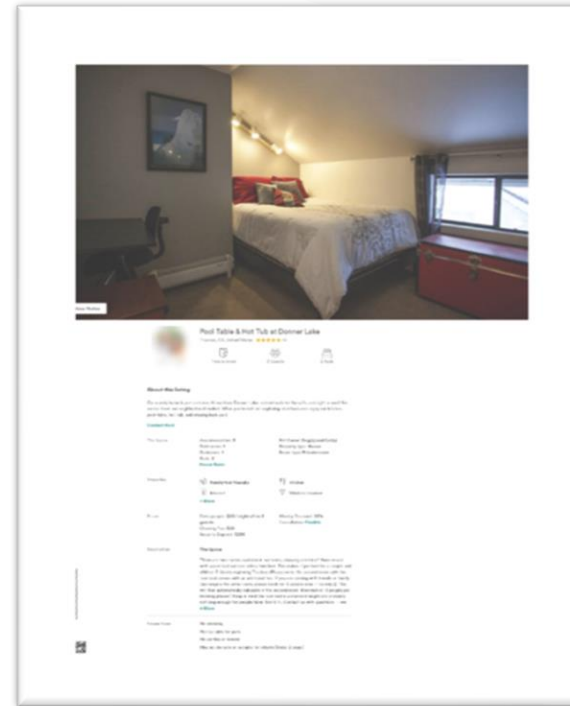


 **SEND A LETTER**

< Back | **Select Letter Template**

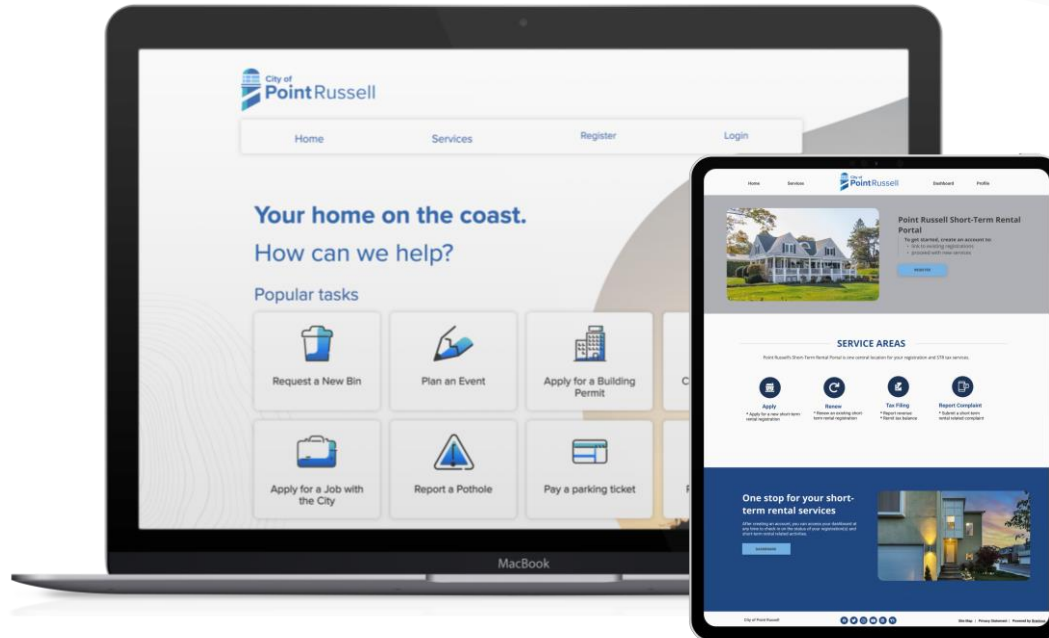


Increase your outreach effectiveness and efficiency by automatically adding evidence to communications



Mobile Permitting & Registration

Simplify Destin's permitting, license or registration processes and significantly reduce the administrative costs on the back-end



24/7 Hotline makes it easy for neighbors to report, substantiate and resolve non-emergency STR incidents in real-time

1

Report

Concerned neighbor calls 24/7 short-term rental hotline or reports incident online

2

Proof

Complainant provides info on alleged incident and is asked to submit photos, videos or other proof of the alleged violation

3

Resolution

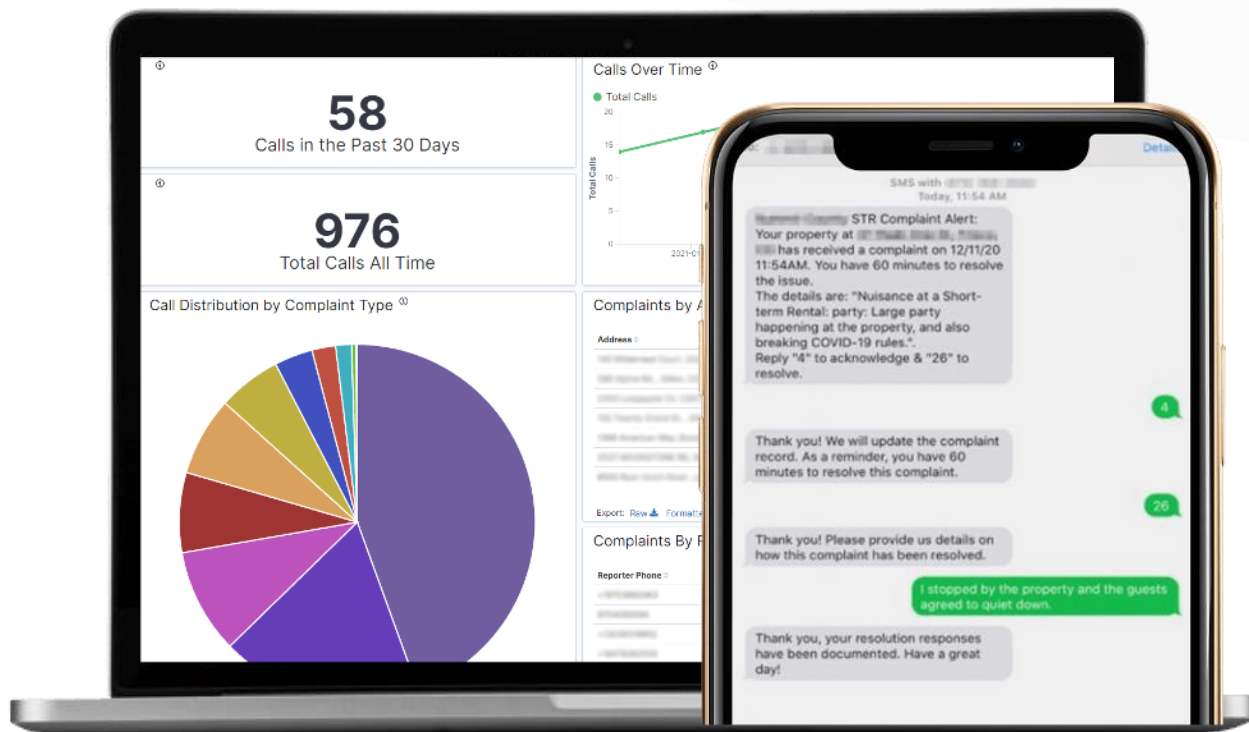
If property is registered, Granicus Host Compliance immediately calls and texts host/emergency contact to seek acknowledgement & resolution

4

Complete

Problem solved – complaints & resolution notes saved in database so serial offenders can be held accountable

Get detailed reports and dashboards to track all short-term rental related complaints in real-time



How can you make sure **all voices are heard** while considering short-term rental regulations?



Neighborhoods

- Organized neighborhood groups (including HOAs, etc.)
- Individual homeowners
- Renters
- Housing advocacy groups



Government

- Code Enforcement
- Planning & Zoning
- Public Safety
- Assessor



Lodging

- Existing STR host groups
- Individual STR hosts
- Realtors
- Current lodging providers
- Tourism Board

Nashville, Tennessee Codes Department

Goal: Enforce their short-term vacation rental (STR) regulations to increase compliance.



5700

STR units per square mile



45%+

Increase in compliance



1400

STR units per employee



"Just the presence of Host Compliance has been a natural deterrent for those who might intentionally or unwittingly violate the laws regarding short term rentals."

— Jon Michael, Metro Zoning Administrator

HOST COMPLIANCE



Why Government Leaders Choose Granicus

Trusted by thousands of government agencies at all levels



Secure

Security-First

FedRAMP authorized; Tier III, DOD-approved data centers; Private vs. Public cloud.



Simplified

One Platform

Streamline digital services by consolidating to a single platform vs. multiple vendors and applications.



Supported

1 Team, 24/7

Around-the-clock support and training for your entire team; three types of support available – technical, success, adoption.



Innovation Leader

First-to-Market Technology

\$20M Invested Annually in R&D, Foremost innovator of government SaaS technology, with 5 first-to-market solutions.



In FL we are currently partnering with 38 local agencies to address their STR related challenges

- West Manatee Fire And Rescue District
- Miami-Dade County FL
- Gulfport, FL
- Miami Shores, FL
- Jacksonville Beach, FL
- Alachua County FL
- Davie, FL
- Indian River County FL
- Hernando County, FL
- St Johns County Tax Collector FL
- Weston, FL
- Dania Beach, FL
- Cooper City, FL
- Oakland Park, FL
- Dunedin, FL
- Miramar, FL
- Wellington, FL
- Fort Myers Beach, FL
- Plantation, FL
- Biscayne Park, FL
- Pompano Beach, FL
- St Johns County FL
- Sarasota FL
- Martin County FL
- Lighthouse Point FL
- Indian Rocks Beach, FL
- Crystal River, FL
- Bradenton, FL
- Flagler County FL
- Walton County FL
- Hollywood, FL
- Boynton Beach, FL
- Tamarac, FL
- Coral Springs, FL
- Clearwater, FL
- St Augustine, FL
- Fort Pierce, FL
- Winter Park, FL

In the broader Southeast we are already serving 129 forward-thinking local government agencies

- Fairfax County VA
- St Johns County Tax Collector FL
- Hall County GA
- Hart County KY
- Rowan County NC
- Rutherford County NC
- Indian River County FL
- White County GA
- Boyle County KY
- Calloway County KY
- Edmonson County KY
- Shelby County KY
- Dauphin Island, AL
- Lexington-Fayette Urban County, KY
- Fort Myers Beach, FL
- Thunderbolt, GA
- Orange Beach, AL
- Dunedin, FL
- Florence, AL
- Brookhaven, GA
- Wellington, FL
- Biscayne Park, FL
- Hot Springs Advertising & Promotion Commission, AR
- Birmingham, AL
- Daphne, AL
- Hampton, VA
- Fayetteville, AR
- Hollywood, FL
- Anderson County SC
- Virginia Beach, VA
- Pompano Beach, FL
- Dania Beach, FL
- Weston, FL
- Coral Springs, FL
- Tamarac, FL
- Crystal River, FL
- Bradenton, FL
- Clearwater, FL
- St Augustine, FL
- Indian Rocks Beach, FL

...and we have a lot of experience with Coastal Communities from our current work in 92 other local jurisdictions very similar to Destin

- Del Norte County CA
- St Johns County Tax Collector FL
- Indian River County FL
- Ucluelet, BC
- Dauphin Island, AL
- Fort Myers Beach, FL
- Orange Beach, AL
- Sechelt, BC
- Honolulu City and County HI
- Daphne, AL
- Eureka, CA
- Seaside CA
- Hampton, VA
- White Rock, BC
- Quincy, MA
- Hollywood, FL
- Grays Harbor County, WA
- Pacific County WA
- Lewes, DE
- Virginia Beach, VA
- Avalon, CA
- Pompano Beach, FL
- Hermosa Beach, CA
- Morro Bay, CA
- Dania Beach, FL
- Bradenton, FL
- Clearwater, FL
- St Augustine, FL
- Indian Rocks Beach, FL
- Gulfport, FL

Modular pricing tailored to Destin's short-term rental needs



Address Identification

Automated monitoring of 70+ STR websites and online dashboard with complete address information and screenshots of all identifiable short-term rentals.



Compliance Monitoring

Ongoing monitoring of STRs for zoning and permit compliance coupled with systematic outreach to illegal short-term rental operators.



Mobile Permitting

Online forms and back-end systems to streamline the registration process and capture required documentation, signatures and payments electronically.



Tax Collection

Make tax reporting and collection easy for hosts and staff to submit and review online.



24/7 Hotline

Make it easy for neighbors to report, prove, and resolve non-emergency short-term rental related problems in real-time, any day, at any hour.



Rental Activity Monitoring

Estimate occupancy or rental revenue for each property and identify audit candidates who are under-reporting on taxes or exceeding occupancy regulations.



Next Steps

I. Send Meeting Summary & Presentation

II. Schedule All Team Value Meeting

Participant: Administration, Finance, Planning, Code Enforcement, Elected Officials

III. Confirm Performance Goals & Metrics

Participant: Administration, Finance, Planning, Code Enforcement, Elected Officials

- a) Return on Investment Experienced by Peer Governments
- b) Alignment on Success Metrics/KPIs

IV. Develop Joint Action Plan for addressing Destin's needs

Participant: Administration, Finance, Planning, Code Enforcement, Elected Officials

- a) Set appropriate expectations
- b) Efficiently utilize staff time
- c) Address requirements, fit, and value
- d) Optimize time to completion while ensuring highest quality

Contact Info

Please feel free to contact us anytime if you have any questions about short-term rental compliance and how to best address the associated monitoring and enforcement challenges.

John Spuhler

john.spuhler@granicus.com

(435) 232-0553



Top **12 reasons** why STR regulations fail to deliver results on the ground

Internal Challenges:

1. Poorly drafted STR rules
2. Convoluted processes
3. Lack of coordination between departments
4. Lack of pro-active enforcement
5. Unreasonably high burdens of proof
6. Penalties for violations too low

External Challenges:

1. Hard to track the market as listings are spread across 100s of websites
2. Violators are a moving target
3. Address / contact info hidden
4. Data management is difficult
5. Traditional code enforcement discovery techniques are not cost-effective
6. The vacation rental platforms don't share detailed user data

STR Platforms have fundamentally different goals from governments

STR Platform Goals

Maximize Revenue:

- Maximize total # of listings:
 - Minimize regulatory restrictions
 - Minimize safety requirements
 - Minimize taxes to reduce friction
 - Minimize red tape
- Maximize # of listings in desirable neighborhoods
- Maximize revenue per listings by professionalizing the host community:
 - Maximize # of nights listing is available for rent
 - Maximize nightly rates to maximize commissions

Maximize Quality of Guest Experience:

- Maximize # of professional hosts
- Maximize # of entire home listings

Minimize the cost and complexity of doing business across thousands of jurisdictions

Local Government Goals

Maximize Housing Affordability and Safety:

- Minimize total # of listings:
 - *Control* who can host
 - *Enact* safety requirements
 - Maximize taxes
 - Retain government jobs
- *Minimize* concentration of listings in desirable neighborhoods
- *Spread economic benefits* of the sharing economy across mom-and-pop hosts:
 - Minimize # of nights each listing is available for rent
 - Minimize nightly rates to ensure equity and affordability

Maximize Neighbors' Quality of Life:

- Minimize # of professional hosts
- Minimize # of entire home listings

Push the cost of enforcing regulations to those directly benefiting (hosts and platforms)

Local governments are finding ways to **mitigate the negative impact** of STRs through thoughtful legislation

STR Policy Objective	Regulatory Best Practices
Housing Availability	• Only allow permanent residents to operate STRs • Disallow rentals in subsidized housing
Neighborhood Preservation	• Set neighborhood quotas • Ban signs
Protect Quality of Life	• Require adequate parking and garbage disposal • Require hosts to post noise ordinance • Require a local contact person
Economic Development	• Encourage hosting in certain areas and time frames
Safety	• Require physical safety and habitability inspections

Why IT Leaders Choose Host Compliance

Trusted by hundreds of agencies at all levels

What Matters

Robust & Secure Hosting

Organizational Security

Recognize Security Controls

Proactive Threat Detection

Investment in Research & Development

Secure SDLC



What We Deliver

AWS with FISMA Moderate

Cloud Ops & Dedicated Security Team

NIST 800-53rev4

DDOS prevention and detection from Cloudflare, security operations center, centralized logging

Significant annual investment in R&D

Follow industry best practices to provide secure code starting on day one



SymLiv Proposal Overview

Tyler Nekomoto



Our Typical Workflow

- Register Unit Owners/Hosts
 - Document control and approval
 - Education of hosts/owners
 - Dynamic database of owners/hosts with communication pathways
 - Payment processing of any passes or access control devices
- Register STR guests/vehicles/vendors/other visitors to the community
 - Payment processing for community fee structure
 - Vehicle/occupancy registration and limiting
 - Education
- Identify and funnel non-compliant guests to register within the community and our platform
- Manage dynamic database of owners/hosts/guests/visitors in a community

We Built Our Business Doing What You Need.

Some of Our Partners



Thousands of Owners/Hosts Registered And Operating In Our System

We Understand The Problem...

- Numerator
 - SymLiv Registration Platform
- Denominator
 - Granicus Host Compliance Offering
- Ideally 100% (but not realistic)
 - Limitation: “MACs”
 - Moves
 - Additions
 - Changes

$$\frac{\text{Registered Rental Condos}}{\text{Operating Rental Condos}} = \text{Compliance \%}$$

Insight To Both Provides Effective Assessment Of Actual Compliance

Fully Outsourced Low Risk Solution

- Low cost of entry
 - We get started and develop your solution with MINIMAL cost to the city.
- Experienced Operators
 - Well-versed with Granicus offerings
 - Host compliance / Address Identification Service
 - Evidence packages
- Outsourced resolution resource/service
 - Bi-lingual U.S. based customer service/call center leveraged to proactively engage with non-compliant rentals
- Our success is tied to your success
 - SymLiv revenue tied to successful registration and compliant property
 - Offering incentivizes "engage-until-resolved" mindset

Customer Success & Support

SymLiv provides full staff support including self-service help resources, email, chat, and call support 7 days a week

Support Resources:

- US-based bilingual call center and in-app chat support – 8:00 am – 8:00 pm CST
- E-mail support anytime
- Online self-service help center including written guides, video tutorials, FAQs, and policy-related help resources
 - <https://symlivresident.zendesk.com/hc/en-us>



Real. Customer. Service.



Zendesk Support

Tickets Efficiency Assignee activity Agent updates Unsolved tickets Backlog Satisfaction SLAs Group SLA

Time  Currently viewing: **1/1/2024 — 6/1/2024**

Ticket group

Ticket brand

Ticket channel

Ticket form

Ticket priority

Requester org...

First reply time median

1 min

First resolution time m...

0.8 hrs

Full resolution time me...

0.9 hrs

Group stations average

1.0

Assignee stations aver...

1.1

Created tickets

2 488

Unsolved tickets

0

Solved tickets

2 481

One-touch tickets

67.4%

Reopened tickets

7.9%

Excited To Partner

- Symliv is passionate about helping make a positive impact in the rental marketplace
- We understand the problem and will provide the knowledge, tools, and experience to make this initiative successful



Tyler Nekomoto

Ty.Nekomoto@SymLiv.com

(850) 333-9692 cell

City of Destin,

Throughout the Panhandle of Florida, Symliv has efficiently registered thousands of hosts using our software, covering prominent communities such as WaterColor Resort, the Grand Complex in Sandestin, Wild Heron, Laketown Wharf, Carillon Beach, Pinnacle Port, and many others. Our software, along with our dedicated and experienced staff, has ensured **high compliance in the registration** and operation of vacation rentals in these communities. By integrating online registration, education, a document repository, and merchant processing technology with proactive outreach, **we ensure that all hosts understand city regulations and can efficiently register their properties.**

Key Strengths:

- Comprehensive Host Registration and Education.
- Fully Outsourced Compliance Resolution.
- Experience In Host Compliance Management.

The Problem

Destin is a high-density, tourist-centric community and one of the most dynamic short-term rental (STR) markets in the nation. The volume of STR properties and changes to ordinances will require advanced technology and outreach efforts. With over **3,200 STR condos** and **more than 1,100 single-family STR registrations**, achieving high levels of compliance will be a substantial undertaking that will require dedicated effort. Code compliance must ensure that every unit adheres to local regulations, recommended safety standards, and proper signage.

Identifying the number of STRs within a city and ensuring their registration also presents significant challenges. Some STRs operate under the radar, making accurate counts difficult. Property owners often use multiple platforms to advertise, and these platforms do not share contact or address data with municipalities. Additionally, the dynamic nature of STRs, with properties frequently listed and delisted, complicates tracking efforts.

To effectively analyze the success of the registration effort, it is essential to consider both the numerator (the number of registered STRs) and the denominator (the total number of STRs operating in Destin). Accurately determining both values is crucial for assessing compliance rates and the overall effectiveness of the registration initiative. However, obtaining these figures poses significant challenges, **requiring robust administrative systems and consistent enforcement.** This involves creating user-friendly registration portals and implementing ongoing monitoring and compliance checks to ensure adherence to local regulations. The complexity and scale of this task demand a comprehensive approach, advanced machine learning technology and proactive management to maintain an up-to-date registry and high compliance rates.

The cost of labor, learning to use new software, and managing the large volume of inquiries from end users intensify these challenges. Continuous compliance checks and monitoring are time-consuming and demand significant manpower. **Achieving a high level of compliance requires not only advanced technology but also ongoing engagement.** Effective compliance is essential for maintaining the safety and livability of Destin's communities. However, it comes with substantial operational costs, emphasizing the need for efficient and sustainable compliance solutions.

Our Solution

Most offerings will provide a registration platform capable of processing STR applications and will provide your team with information on maintaining compliance once a STR is registered. In this case, the denominator is set by the number of registrations you have. SymLiv's proposed solution is uniquely positioned to help the City of Destin understand the actual landscape of operating STRs and strives to use this data to generate city compliance metrics. Our Host Registration System is an all-inclusive registration platform that provides a seamless registration, documentation collection, compliance monitoring, and reporting solution to the City of Destin. Key features in our offering include:

- **City Branded Host Registration Portal:** Allowing hosts to register, manage their properties, and self-certify compliance with local regulations.
- **Compliance Checklists and Host Education:** Self-certifying checklists along with critical education to help hosts verify and maintain compliance.
- **Documentation Management:** Collection, evaluation, and secure storage of all necessary documentation.
- **City Admin Portal (if desired):** To monitor registration efforts and SymLiv's outsourced registration compliance efforts.

In addition to our software platform, we offer a **fully outsourced resolution service** to help Destin achieve high levels of registration compliance. This service enables Destin to effectively manage the challenging registration process by comparing our collected registration data with advertised rental units in the area. By identifying and resolving unregistered properties, we ensure comprehensive compliance throughout the city. Our familiarity with Granicus's Host Compliance Software will help us identify non-compliant hosts. Granicus's Address Identification Software will provide our team with the up-to-date information needed to achieve high compliance levels desired by the city.

Services Offered

Host Registration and Compliance Management Software By Symliv

- **Host Registration:** Streamlined, user-friendly registration process for all hosts.
- **Compliance Checklists:** Easy-to-follow checklists for hosts to self-certify compliance with city regulations.
- **Documentation Collection and Evaluation:** Comprehensive system for collecting and evaluating required documents.
- **Annual compliance monitoring:** Proactive renewal engagement and monitoring of currently registered STRs.

Education and Training

- **Learning Management System (LMS):** Unique educational platform to keep hosts informed about new and updated annual regulations.
- **Regular Updates:** Weekly compliance updates and monthly comprehensive reports.
- **Training Materials:** Development and distribution of training materials and guidelines.

Outsourced Compliance Resolution

- **Non-Compliance Interaction:** Regular follow-ups and interactions with non-compliant hosts to facilitate compliance.
- **Evidence Packages:** Compilation of detailed evidence for non-compliant properties to support enforcement actions.
- **Engagement until Resolution:** Persistent engagement with non-compliant hosts until compliance is achieved or city code compliance is necessitated.

Ongoing Support

- **Live Agent Call center and in-app chat support:** 8:00 am – 8:00 pm CST daily
- **24x7 email support**
- **Online self-service help center:** Written guides, video tutorials, FAQs, and policy-related help resources
- **Live Technical Support:** support for administrators and hosts.
- **Weekly Updates with dedicated Account Manager:** Continuous updates to the platform to incorporate the latest compliance requirements and best practices.
- **Monthly Reporting:** Detailed monthly reports on compliance status and progress.

Pricing

SymLiv is pleased to provide our cost structure for supporting the implementation and maintenance of our platform and portals, along with our best-in-class customer service. It is important to note that our pricing model is uniquely based on performance, specifically on achieving high levels of compliance. After the one-time implementation fee, SymLiv only earns revenue when the city earns revenue. This alignment of incentives motivates us to achieve higher compliance levels to maximize our compensation. The pricing model is described below:

Item	Description	Cost
One-time Implementation Fee	Includes, PM implementation, city branding, identification and optimization of data fields, discovery and implementation meetings (weekly during implementation).	\$10,000
SymLiv Per registration support fee	SymLiv's support fee to provide the following capabilities: • Platform maintenance and upkeep of city branded website and contracted host registration portal • SymLiv Tech Support hotline: 8-8:00pm CST for all software support • Non-compliance evaluation, reporting, processing • High-touch resolution efforts for identified non-compliant properties. • Weekly reporting / monthly assessments of city-wide compliance • 24/7 email support • Online training material maintenance and upkeep	\$65 / per paid Registration
ACH/CC/Tech (Merchant Processor)	Credit Card processing and tech charges per transaction plus merchant processing pass thru charge	3.5%

A proforma for the city is provided given the following assumptions:

- 3200 condo rental units
- \$400 flat registration fee per condo

At full compliance, the annual prediction of revenue would be as follows:

- Gross Revenue: $3200 \times \$400 = \$1,280,000$
- Total Outsourced solution includes management of Host Compliance Address Identification Software, STR Host registration software, Call Center, Non-compliance Outreach, and resolution labor, (100% outsourced to SymLiv) \$65.00 per paid registered rental unit.
- Host Compliance Software Address Identification Software \$100,912 per year.
- Credit Card Merchant processing fees 3.5%
- Estimated NET revenue: **\$926,288**

Based on this prediction, it would only take 250-300 registrations for the city to achieve a revenue-positive status. After that, the project is expected to be self-sustaining and profitable. Again, it is important to note that this financial arrangement directly ties SymLiv's financial success to the success of the registration initiative. If compliance rates are low, our compensation will be adversely affected. No other offering shares this level of risk with the city. Our willingness to accept this risk reflects our confidence in being the right partner to achieve high levels of compliance for this city-wide initiative.

If you have any questions, please feel free to reach out. I've provided my information below.

Tyler Nekomoto

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Rentalscape



LTR REGISTRATION PORTAL



PRODUCT OVERVIEW

The Rentalscape LTR Portal is a configurable system that enables our customers to have oversight and insight to all LTR properties in their jurisdiction. Additionally, we give them the ability to run communication and outreach programs for both compliance and awareness. It is the only platform on the market that offers this combination of registration and communication services.

Using Deckard Technologies' proprietary data mining platform, the system monitors all long-term rental websites and, combining that with 3rd party data including postal information, utilities, DMV and county parcel data provide our customers with all identified LTR properties. With this data, we have worked with many jurisdictions to increase LTR compliance to best in class rates.

Key features and services:

- Identification and validation of LTR properties (monitored daily)
- Collection of lease agreement information (duration, rent)
- Collection of LTR registration fees
- Outreach and communication service
- Mapping interface of identified and permitted properties
- Customized registration portal configured to city ordinances
- Collection of information of owner and tenant (contact details etc)

ENHANCING REGISTRATION & COMMUNICATION

While approximately half the homes in the United States are long term rental properties, there does not exist a consistent registration system for counties and cities to identify LTRs in their area. This lack of validated information means governments do not have an overview of rental versus owner occupied properties, meaning inability to implement and oversee registrations. Additionally, this lack of data is a constraint on city and county planning. Lack of updated contact information for both property owners and tenants also mean that outreach and awareness campaigns to tenants around local updates or safety issues is not possible.

Using Deckard's LTR Registration Portal, customers will be provided with continually updated contact information, and using our Outreach Service can mean improved communication with both landlords and renters – ranging from safety alerts to local issues though to home and safety requirements.

ABOUT RENTALSCAPE

Rentalscape is the #1 Short and Long Term rental platform trusted by more than 300 jurisdictions. Using Deckard Technologies' AI powered platform, it monitors all short and long term rental websites and combining it with additional 3rd and 1st party data sources provides cities and counties with real time updates on rental properties within their jurisdiction. Patterning to provide rental registration portals configured to local ordinances, Rentalscape has increased compliance and revenue collection for our customers, and enhanced outreach and communication with both property owners and tenants.



DECKARD
TECHNOLOGIES



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SE Director of Sales
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JULY 18, 2024

PRICE PROPOSAL

for the
City of **Destin**, FL

SHORT-TERM RENTAL ("STR") INVENTORY, COMPLIANCE & ANALYTIC SERVICES

presented by



engineered by



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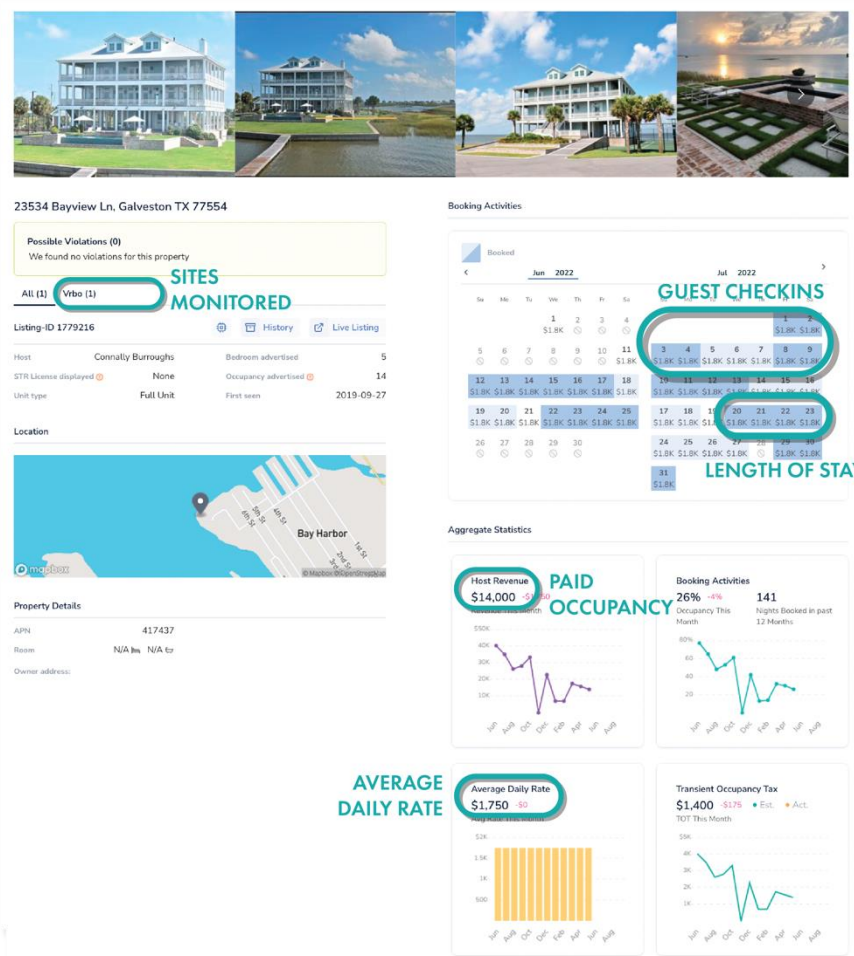
Optional products..... 14

EXECUTIVE SUMMARY

Rentalscape Short Term Rental ID & Monitoring Platform

Deckard Technologies utilizes data science expertise to assist local governments with managing their compliance activity and enforcement, such as short-term rental (STR) properties. Our technology ensures that everyone is held accountable to play by the same set of rules, follow all guidelines and ordinances, and pay their fair share of fees and taxes. To accurately track activity within City of Destin, the Rentalscape platform identifies the exact address of the STR listings within the City limits, enabling accurate display of STR activity within the City and within community districts. Rentalscape groups listings and calculates statistics on a per-property basis. By mapping the exact location of properties, Rentalscape avoids double-counting activity. Knowing the exact location of STR properties enables compliance, enforcement, tax collection and complaint management activities.

About Rentalscape



Deckard's Dashboard management platform for STR will discover, identify, and efficiently present all STR activity in City of Destin, using unique technical capabilities such as its proprietary future booking detection software, automatic non-compliance recognition, industry-best address identification.

Rentalscape is the only platform that shows upcoming rentals and bookings as they occur within 24 hours of the reservation being made.

This allows Rentalscape users to reach out to owners and hosts who are unlawfully renting and address any issues relating to these future rentals long before guests arrive, thereby eliminating disturbances, neighbor complaints and other common issues that often arise from illegal rentals.

FIGURE 1: Rentalscape Property card

Rentalscape maintains a database of every booking and stay made on all major platforms. Our system contains information dating back to late 2019 for every STR in City of Destin. All data can be viewed interactively on the Rentalscape portal with unlimited user access and downloaded on demand in Microsoft Excel format.

Rentalscape dashboard map view shows the exact location of all STR activity, includes districts as defined by the City and displays individual property information and aggregate statistics on a per district basis.

Rentalscape presents detailed STR activities including the precise address, owner information, booking history, availability and more. For each individual booking, the platform provides the actual date the reservation was made as well as the start and end date of each booking, ensuring that the City is able to distinguish back-to-back bookings. These insights are not possible to achieve by simply viewing the listings itself.

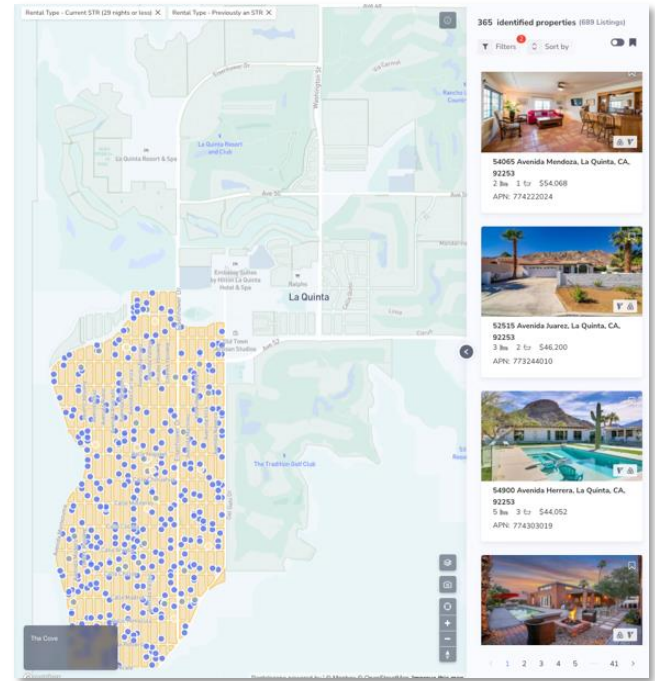


FIGURE 2: **Rentalscape** Map

In Summary

In every jurisdiction in which we are providing service we have increased compliance and improved tax collection. Our process starts with producing the cleanest data possible – ensuring reporting is accurate and compliance levels are carefully monitored. We have in-house property appraisers and STR property managers. We also regularly consult with City staff to ensure we are always up to date with the latest STR best practices. Our systems come with unlimited user access and unlimited end-user training. Our customers give testimonials regarding the ease of use of our systems and vastly superior level of customer service when compared to other providers in the market.

REFERENCES

We believe that **continuous innovation** is required to face the challenges of today and of tomorrow. We are proud of our achievements and solutions that enable cities and counties to manage short-term rental activities and to ensure local rules and ordinances are enforced for the betterment of local residents.

The following References are examples of successful partnerships between Deckard Technologies and its clients.

REFERENCES

- **Village of Islamorada, FL**

Carlotta de la Sierra, SR. CODE COMPLIANCE OFFICER
carlota.delasierra@islamorada.fl.us
305-664-6435
Rentalscape

- **Town of Mount Pleasant, SC**

Jane Yager-Baumrind, PLANNING & DEVELOPMENT
jyager-baumrind@tompsc.com
843-884-1229
Rentalscape, STR Registration Portal

- **City of Hallandale Beach, FL**

Steve Williams, ASSISTANT DEVELOPMENT SERVICES DIRECTOR
swilliams@hallandalebeachfl.gov
305-289-4103
Rentalscape

PROPOSED PRODUCTS

THE RENTALScape PORTAL

The Rentalscape portal is a cloud-based system for City staff to track STR properties, monitor STR activity, manage STR permits and record information about properties. The data in the system is constantly being updated as new properties are discovered and address identified, as new permit applications are made and as permits are expired or revoked.

The Rentalscape portal displays information on all STR listings found within the City going back at least 12 months. We use US Census data to identify City limits and any parcels or listings within the limits are monitored. Rentalscape also tracks properties outside the City until they are accurately identified. On occasion, the STR listing estimated location for a property falls outside the City, but the actual location of the property once address identified is inside the City. Rentalscape displays:

1. Any permitted STR property
2. Any property with a currently live STR listing
3. Any property with historic STR listings
4. Any property with a future or past STR booking (even if the property currently does not have a live listing)

Rentalscape includes the ability to filter the properties displayed (e.g., only permitted properties, or only properties in a specific HOA), and to download all results. All data displayed is available for direct download from Rentalscape.

Information shown in Rentalscape for each property includes:

Property Characteristics

1. Property address
2. Owner name and mailing address
3. Ownership type (primary residence, secondary/investment property)
4. Property type
5. Number of bedrooms and bathroom at the property, per public records data
6. A map showing the property's location
7. Maximum occupancy per City of Destin ordinance

Listing Characteristics

8. Listing URL for each listing associated with each specific property
9. Listing ad ID for each listing associated with each specific property
10. Rental calendar showing current month's activity as well as past twelve months and upcoming three months booking activity (calendars update daily)
11. Rentalscape clearly and easily differentiates between regular bookings and host-blocked dates that are not revenue-generating
12. Host name (when available)
13. Stay limitations (minimum/maximum)
14. Permit/license number if included in the listing
15. Daily Rental rate at time of booking
16. Rental frequency
17. Individual links to all active listing for the property
18. **PDF copy of each listing, as well as a history of all previous versions of the listing**, to identify any possible changes, as well as keep a record in case the listing is taken down by the host. Each image has a date-stamp showing when it was created and is kept indefinitely.
19. Rental type (Whole home, shared home)
20. Bedrooms and bathrooms advertised
21. Maximum occupancy, per listing

Estimated Sales Tax Based on Rental Activity

22. Occupancy rate
23. Estimated rental income
24. Estimated tax

Rentalscape is configured to match the City's ordinance and is capable of flagging violations following the City's exact rules, including but not limited to permit registration and occupancy advertised versus permitted occupancy. Rentalscape looks for bookings less than 30 days when flagging STRs. When bookings longer than 30 days are created, these are correctly categorized as long-term rentals and do not cause a property to be treated as an STR.

Rentalscape actively monitors permit status and STR listings daily, flagging violations as they occur. We have encountered situations where other providers have flagged properties as "no longer listed" or "only performing long-term rentals", that later re-list or take a short-term booking, and are subsequently missed by these other vendors as violating the City ordinance. **Rentalscape continuously monitors every listing every day** including bookings up to a year in advance. As soon as an unpermitted booking is taken, Rentalscape sets a violation.

Rentalscape includes a **Dashboard** that provides an overview of all STR activity in the City. This Dashboard includes aggregated revenue, bookings, and property data, and highlights top-earning hosts and owners as seen below. Please note that some charts will not be activated until we go live in City of Destin.

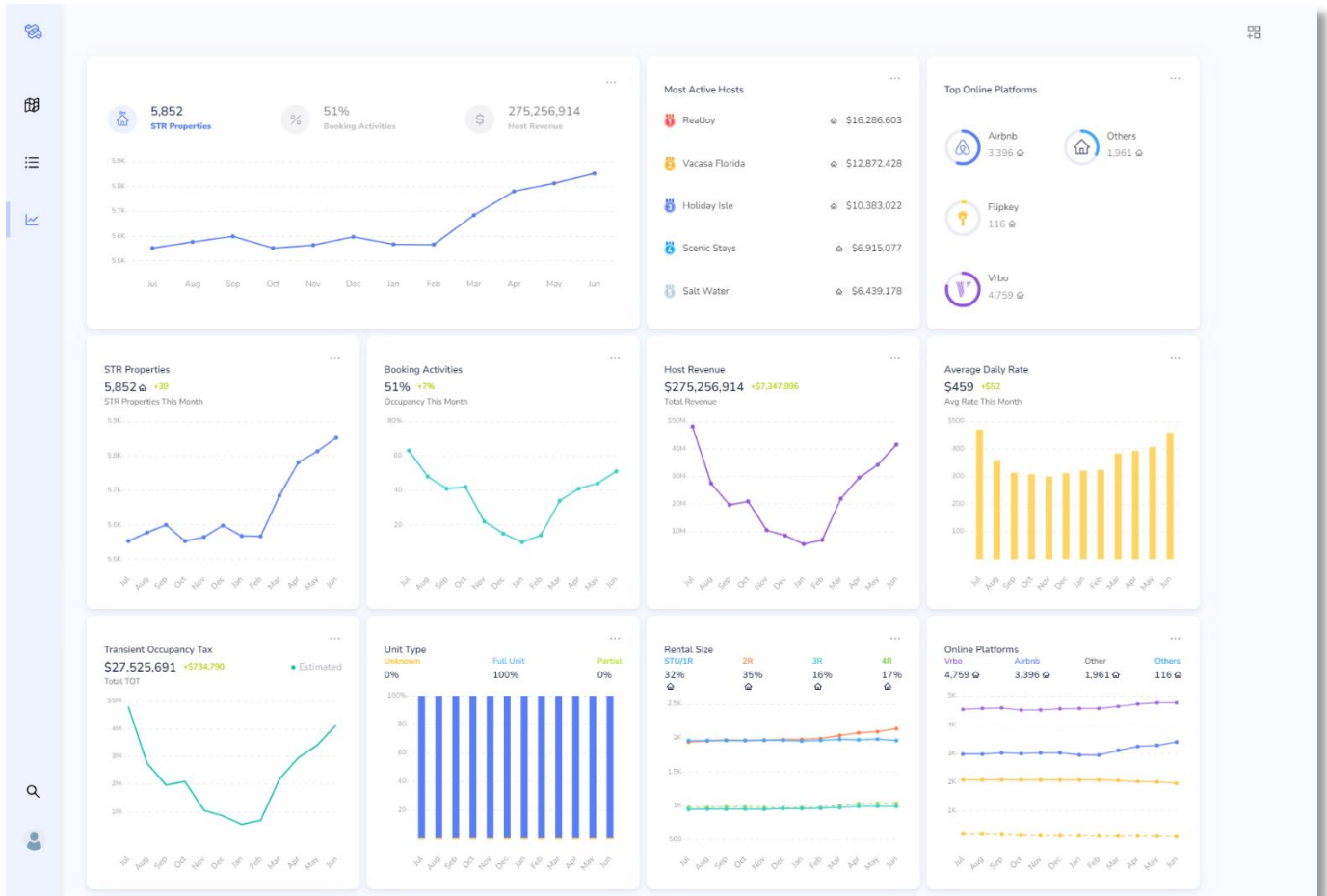


FIGURE 3: **Rentalscape** City of Destin Dashboard Example



More is more.

Rentalscape monitors more than **716** online listing sites for **FLORIDA**, with more being added every day. So, if it's listed, we're already monitoring it. That's why we find and identify **more STRs than any other platform.**

[102vacation.com](#)
[132bellacasa.com](#)
[1325inninoviace.com](#)
[18vacationplace.com](#)
[21miflow.com](#)
[30assnseekers.com](#)
[35harbourgreen.com](#)
[3palmdelay.com](#)
[40beach.com](#)
[417naming.com](#)
[453cl.com](#)
[50guifside.com](#)
[711chianf.com](#)
[901beachvacationseals.com](#)
[93vacationrentals.com](#)
[adreamsofsea.com](#)
[agcasamarina.com](#)
[ajtheatlor.com](#)
[amazingvacationhomesfl.com](#)
[amazingvacationhomes.com](#)
[amelobythelbay.com](#)
[amelapropertyservices.com](#)
[amelaavacations.com](#)
[amicondorents.com](#)
[amiconvacationrental.com](#)
[amoyva.com](#)
[anchorageawayrentals.com](#)
[anchorvacationrentals.com](#)
[annacabana.rentals](#)
[ancherlways.com](#)
[andreas.com](#)
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IMPLEMENTATION & TRAINING

Implementation is on your timeline!! Upon Contract signing, Deckard will assign City of Destin a Dedicated Account Manager, who will work with the City to develop “best practices” based on Deckard’s experiences with other clients. The account manager will ensure that the implementation process proceeds smoothly and will be the main point of contact for any questions, suggestions, training, or concerns. The account manager will also participate in periodic calls with City staff as requested.

And since Rentalscape is Cloud Based, no hardware or software is installed!

Most jurisdictions have been up and running with Rentalscape within a couple weeks with Address Identification complete within 4 weeks of receipt of the permit and listing data.

Sample Timeline

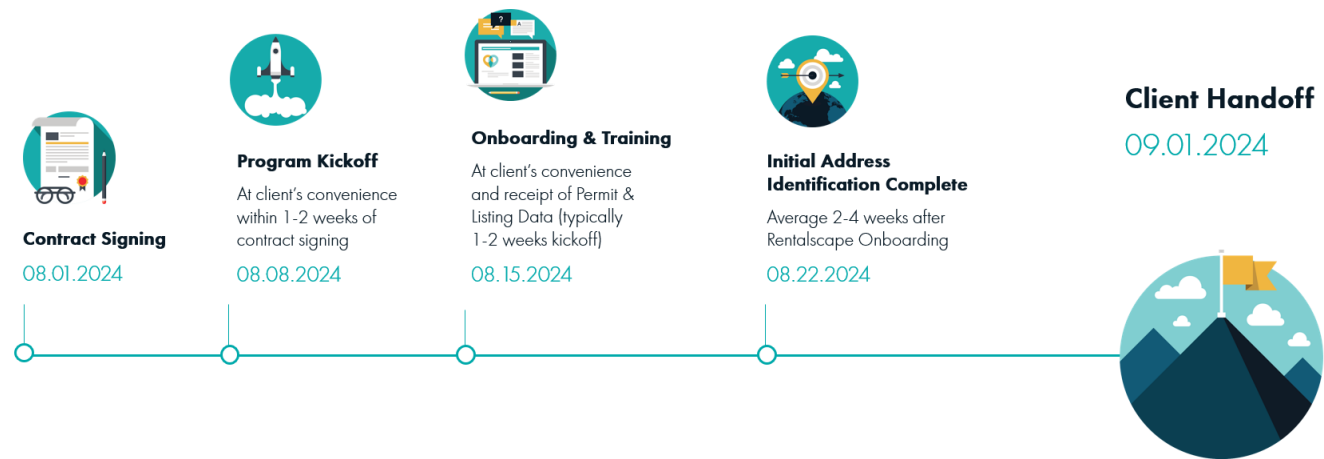


FIGURE 4: Sample Timeline for Rentalscape

PRICING PROPOSAL

Currently, Rentalscape is showing close to **14076 live STR listings in City of Destin**. Based on the number of live STR listings, we estimate there are **7700+ short-term rental properties in the City**, advertised on one or more platforms.

While other providers charge a recurring identification fee annually, Deckard Technologies only charges an identification fee once when the property is initially identified. In addition, we only charge fees on a per property, not per listing, basis. Since a single property can have multiple listings, we feel it is unfair to charge fees based on listing count. Finally, we do not charge one fee for compliance monitoring and another for rental activity monitoring as, in our view, these are the same service.



IDENTIFICATION, MONITORING & REPORTING	PRICE
- Identify/Monitor property address - Identify/Monitor property owner address 10,000+ Websites monitored Daily, worldwide - Daily Monitoring of all Calendar Activity - Real-time Reporting of all New Listings - FutureCast™ - Identify future bookings as they are made on the rental platform - Automatic identification of violations	\$115,000 Annually
OUTREACH CAMPAIGN	
- Letter campaign to inform STR owners/hosts about tax requirements and procedures - All letter templates will receive City approval pre-campaign - Campaign includes one Introductory letter and two additional escalation letters	\$50,000 (OPTIONAL)
COMPLAINT 24/7 HOTLINE & ONLINE FORM	
24/7 US based bi-lingual Call Center with live agents – Basic (see Pg 13 for Detail Information) - Online complaint form (Complaint Form only \$2,000)	\$62,500 (OPTIONAL)
STR REGISTRATION PORTAL	
- Online, intuitive portal for registration and renewal - Fields customizable to meet City needs - Pursue delinquent payments from hosts - Provide daily reports on new and modified permits	\$50,000 (OPTIONAL)
INSPECTION MODULE FOR STR	
Inspection Module for STR	\$5,000 (OPTIONAL)
LTR REGISTRATION PORTAL	
- Increase LTR compliance to best-in-class rates with identification & validation of properties - Enhance outreach and communication with both landlords and renters - Streamline LTR registration with a customizable portal configured to city ordinances - Inspections module	\$10/per registration \$2/unit (OPTIONAL)
TOTAL YEAR ONE	\$115,000

NOTE – Pricing valid for 90 days.

NOTE 2 – Pricing Confidential.

REPORTING & ANALYSIS	
• On Demand, Dynamic reporting, offering multiple ad hoc reports • Filters allowing users to focus on specific segments of the STR population	INCLUDED
DEDICATED ACCOUNT MANAGER	
• Single Point of Contact for City staff for all matters • Ensures the City is following Industry best practices • Shepherds the implementation process from start to finish • Periodic meetings/calls throughout the life of the account	INCLUDED
UNLIMITED ACCOUNTS & TRAINING SESSIONS	
• No limit on the number of Rentalscape user accounts • No per-session training costs	INCLUDED

OPTIONAL PRODUCTS

STR Registration and Renewal Portal is a configurable system that is customized for each client branding, custom fields such as occupancy rules specific to the City (e.g., occupancy limits, bedroom counts), collection of documents as required for the STR registration process, STR registration approval portal, configurable STR permit pricing and expiration, collection of any STR permit fees, regular reporting, allows for renewals and updates.

24/7 Complaint Line & Online Form is available for fielding complaints raised by the public related to short-term rentals. The Complaint Line is a 24/7 Live US based Call Taker environment. The Call Taker collects the appropriate information (ie address, property owner, type of incident, date of incident, etc) and contacts the designated City contact. Hotline services are offered at 3 different levels:

Basic - Standard call flow. Information is taken and forwarded to the City. Calls are referred to the appropriate staff without follow up required.

Classic - Call Center will contact the local contact when information is available (permitted properties), notify them of the complaint then forward the information to the local City contact.

Premier - Premium call flow. Dispatcher will attempt to get a complaint resolution. The local contact can be contacted up to 3 times before referring caller out to appropriate staff.

Rentalscape Online Complaint Form is also available. Neighbors can report and provide evidence for non-emergency concerns. The Complaint Form is customized with your logo. All complaints are logged and reported to the appropriate staff/department.

Tax Payment Portal can be utilized to collect taxes from STR operators on a monthly, quarterly, or yearly basis. The Rentalscape Tax Payment system collects information regarding the number of nights available for booking, and the number of nights booked. The system is customized for each jurisdiction and includes automatic calculation of tax due based on the City's tax rate, automatic calculation of late fees and penalties, and the ability to apply leniency on a per-property basis for late fees should it be required. The Rentalscape Tax Payment system utilizes Stripe payment processing that allows for payment by credit card or by ACH payments. Payments are directly remitted to the City. The system generates nightly reports that are delivered to the City, allowing for easy reconciliation of transactions. This system reduces the manual work required when processing paper forms.

Letter Campaign for STR Hosts - Rentalscape will create and send letters to all Identified STR hosts/owners explaining the City's STR ordinances, requirements, and process. The letter templates will be approved by the City staff prior to beginning the mailings. Rentalscape's targeted letter campaign, timed to generate best results, have shown great efficacy in cutting the number of unregistered hosts by over 50% within the first six months of a new client engagement.

STR Constituent Portal – The Constituent Portal is an interactive public online map for publication of all registered short-term rentals within the City. The exact information on the map can be configured to meet the City's needs and includes information such as the property owner and emergency contact information. The portal is branded with the City's information and can include links to systems such as the short-term rental registration system.

Foreclosure/Vacant Property Portal helps government agencies combat blight created by vacant and foreclosed properties! By identifying at risk vacant properties and contacting the responsible party, Rentalscape helps you carry out enforcement to increase compliance with Vacation Property Ordinances.

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

DESTIN, FL hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customer can upload and store images with personal information like driver's license, and more. This Data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the Sensitive Data Upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizens over the web, and (4) For backup data sent to the Customer by iWorQ.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Cost Proposal

DESTIN, FL	Population- <u>13546</u>
4200 Indian Bayou Trail DESTIN, FL 32541	Prepared by: Mike Swanton

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Rental License Management w/Check AirBnB -Available on any computer, tablet, mobile device using Chrome Browser -Licensing for Rental Properties -Selection of 3 Location Types -Renewal and invoicing Included -Multi-Invoice Payment Included -Request and Pay for inspections -Online payment processing through PayRoc -Includes Premium Data (25MB Uploads, 100GB Total Storage) -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License) -Check AirBnB tool to verify and compare rental locations	\$11,834.00 \$11,000.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$11,000.00	

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
One-Time Setup Total (This amount will be added year 1)	\$1,500.00	\$0.00	Year One

NOTES SERVICE(S) DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.

Complaint Hotline

Complaint Hotline Features

Hours of Operation: 24/7

Language:
Bilingual – Spanish & English

Complaint Form:
Online complaint form available to the public

Greeting:
Custom, recorded greeting

Recording:
All incoming calls to the hotline are recorded

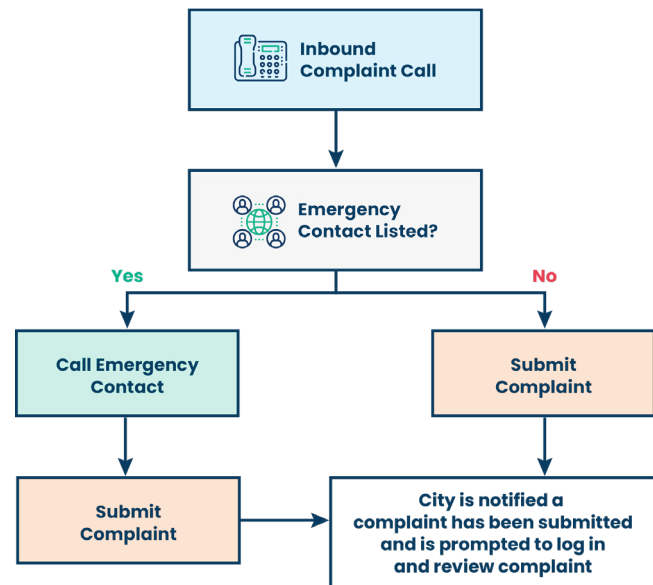
Operators:
Shared operator resource pool; option to add dedicated operators

Documentation:
Hotline agents complete and submit complaint form for incoming complaint calls.

Time of call is recorded.

Record of Complaint:
Hotline calls recorded into system and matched to property

Call Flow / Logic



Optional Add-On: Dedicated Operators

Clients can choose to enhance their hotline offering by adding dedicated operators.
Option includes:

- ▶ Dedicated operator(s) assigned to the jurisdiction's hotline number. This supplements the shared resource operator pool for all GovOS client hotlines. *Note: If the jurisdiction's dedicated operators are busy with another complaint script, including any required outbound activity, calls will roll over to the general GovOS client hotline.*
- ▶ Custom number of dedicated operators.
- ▶ Customization of dedicated operator schedules, including weekly and seasonal options.

Other Optional Add-Ons:

Clients can choose to enhance their hotline offering with the following add-ons:

- ▶ **Hotline can notify dispatch of noise complaints.**
- ▶ **Confirmation emails sent to complainant** – When an online or hotline form is submitted, GovOS can send a confirmation email to the complainant letting them know their complaint has been received and provide them with their confirmation number. The complainant can use this number to inquire about their specific complaint with the city.
- ▶ **Complainant resolution email** – GovOS can send a resolution email to the original complainant when the complaint status changes.
- ▶ **Host/Emergency contact resolution email** – GovOS can send an email to the host/ registered emergency contact when the complaint status changes.

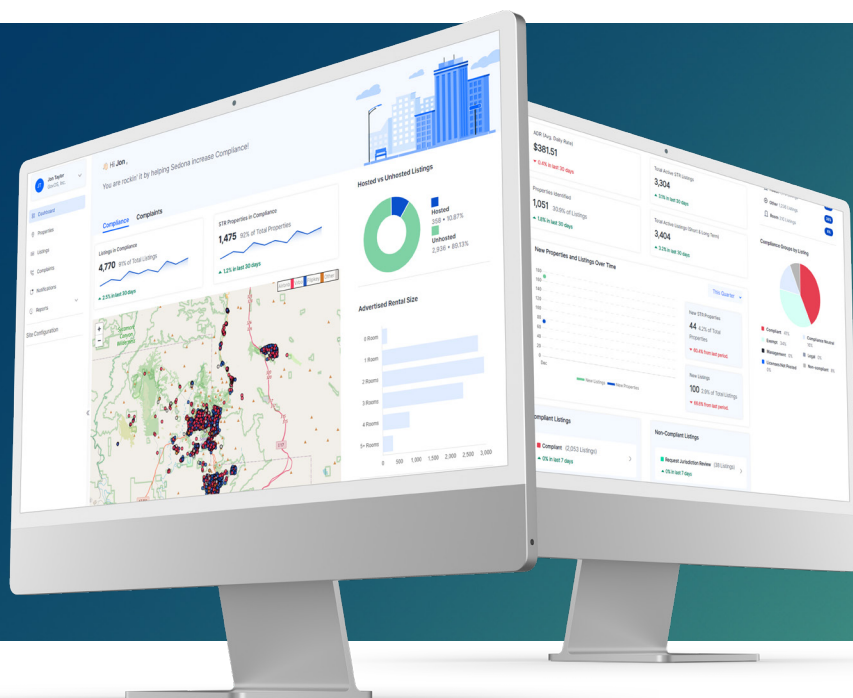
Short-Term Rental Site Inventory

Listing Platform	Included: All Destinations	Included: Certain Destinations	Excluded: Non-USA Listing Platforms
Abritel			France
Agoda			Japan
Airbnb	✓		
AlugeTemporada			Brazil
Belvilla			Europe
Bookabach			New Zealand
Booking.com	✓		
CanadaStays	✓		
Casamundo	✓		
Cofman			United Kingdom
Craigslist	✓		
CyberRentals	✓		
Dobovo			Ukraine
Dream Exotic Rentals	✓		
e-Domizil			Europe
Evolve	✓		
Expedia	✓		
Flat4Day			Turkey, Europe, Middle East
Flipkey			
Furnished Finder	✓		
GreatRentals	✓		
HolidayLettings	✓		
HomeAway.co.uk			United Kingdom
HomeAway.com	✓		
HomeAway.com.au			Australia
HomeAway.de			Germany
HomeAway.es			Spain
Homelidays.com	✓		
HomeLike			European
Hotels.com	✓		
HouseTrip	✓		
HRS Holidays			European
InviteD Home		✓ Luxury Destinations	
Kozaza			Korea
LuxuryRetreats	✓		
Marriot Homes & Villas	✓		
MountainSkiTrips		✓ Ski Destinations	
Niumba			Spain
Novasol			Denmark, Norway, France, Croatia, Italy and other European countries
OneFineStay	✓		
Orbitz	✓		
OwnersDirect	✓		
PerfectPlaces	✓		
Stayz.com.au			
Toprurales			Australia
Travelmob	✓		Spain
TravelStaytion			
Tripadvisor	✓		Europe
Tripping.com	✓		
Tripz	✓		
VacationRentals	✓		
Villas.com	✓		
VRBO	✓		
WeNeedAVacation		✓ Martha's Vineyard & Cape Cod	



Short-Term Rental Solution

Dynamic software solutions for short-term rental compliance, licensing and tax collection



The Short-Term Rental (STR) Solution allows municipalities to **accurately match 99% of properties** with a physical address and **receive 98% short-term rental compliance rates** in your first year following best practices. Our system is fast, intuitive, and user friendly for governments and business users. Additionally, our STR Solution provides governments with powerful one-click reporting tools, so that you can analyze financial trends and patterns of your short-term rental market and transient occupancy tax revenue.

How It Works



Identify Rentals

Identify ad listings
on 30+ major STR
platforms

De-duplicate and compile listings into database



Reverse Geocoding

Establish general vicinity of STR properties

Determine
approximate
address



Human Element

Analysts research to confirm exact address of each STR

Investigate
weekly into every
new STR ad



Notifications

Branded to align with jurisdiction's other correspondence

Notify owners of the steps to take to come into compliance



Why GovOS Short-Term Rental?

GovOS Short Term Rental powers digital services for over 20 million constituents. As a partner to hundreds of government agencies across the United States, we are transforming the way people experience local government. Our **98.6% customer retention rate** tells us that not only does our short-term rental solution make a revenue impact, but our customer support team is living up to their best-in-class name and communities are responsive to using technology to interact with government.



Identification

The Short-Term Rental (STR) Solution allows municipalities to accurately match 99% of properties with a physical address and receive 98% short-term rental compliance rates in your first year following best practices. Our proprietary identification system is enhanced by an expert property review team ensuring every property has human eye verification.

Increase Tax Revenue

Without a short-term rental compliance system (or team) in place, you're missing a significant sum of annual lodging tax revenue. Those missing funds could be used to fund community initiatives and ongoing tourism efforts. While most municipalities have less than 40% compliance, our solution will enable you to achieve 98% compliance in the first year of use, making the impact to your operating budget immediate.



Peace of Mind through Unlimited Support

Our goal at GovOS is to provide governments with sophisticated technology and the most reliable client support services in the industry. Our support team is available via phone call and email. They provide thorough training and resolution on all support inquiries from city staff and users. During an average business week, you'll receive a response from a support member in under 45 minutes.

Reporting

The GovOS Short-Term Rental Solution provides governments with powerful one-click reporting tools that will enable you to analyze the financial trends and patterns of the local STR market and lodging tax revenue. This data will help shape the future short-term rental industry policies in your community.



Happier Communities

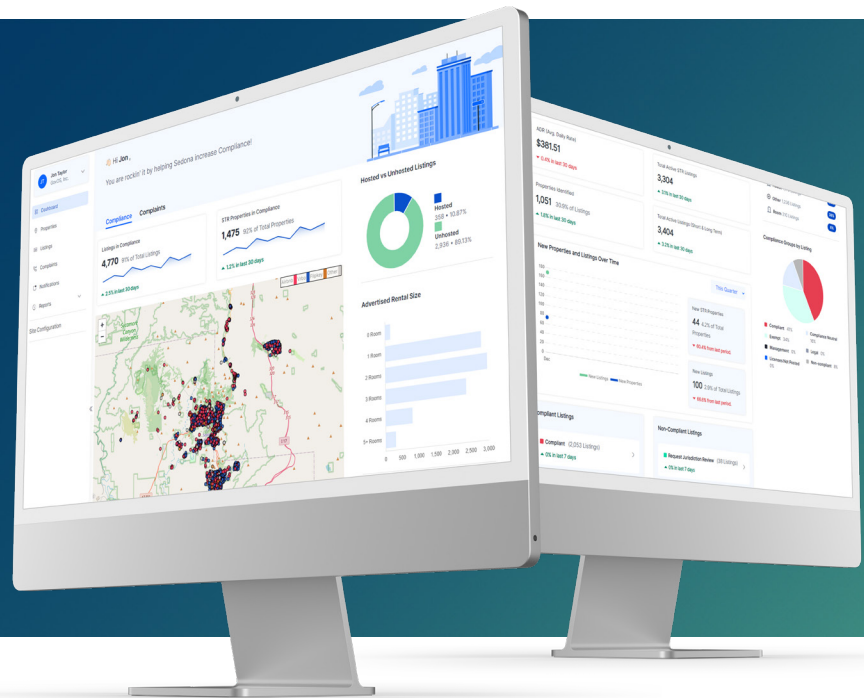
We are the city's front-line support when it comes to constituents' needs. Our 24/7 operated STR hotline provides a communication channel for the public to engage with the correct authorities without wasting valuable public safety response time. Our live, non-robotic operators address the situation and forward complaints to the right people.



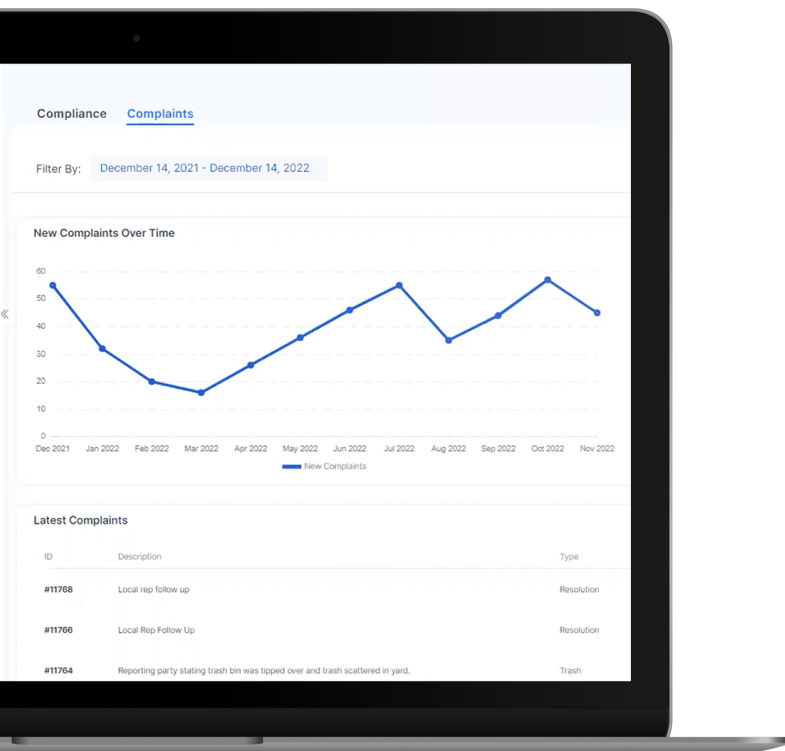


Short-Term Rental Solution

Dynamic software solutions for short-term rental compliance, licensing and tax collection



The GovOS Short-Term Rental Solution is a **comprehensive** software suite backed by **industry experts** and **enhanced support**. With a multitude of use cases focusing on community and economic impact of short-term rentals, the GovOS Short-Term Rental Solution offers compliance, registration/permitting, tax collection and a 24/7 complaint hotline.



Benefits



Increased Revenue

Collect revenue that was previously unregulated. All through a paperless, automated system.



Community Preservation

Enable your community to have regulations in place regarding short-term rentals.



Enhanced Safety

Real-time notifications to all property owners allow adjustments in procedures to happen immediately.



Key Components



Identification

Our proprietary identification system is enhanced by an expert property team ensuring every property has human eye verification. As soon as a new listing site appears, we control how and when that site gets monitored for listings. Our program goes behind the scenes to identify the longitude and latitude of each listing and reverse geocodes the address.



Compliance

Expert review teams and automation crosscheck every listing with local government to ensure they meet all requirements of compliance. The Short-Term Rental Solution compliance database includes all discovered ad, property data, owner and property manager contact information.



Tax Filing

Seamless paperless tax collection ensures there's no delay in payment. With state-vetted tax collection security and the highest level of support in the industry, collecting payments from your property owners has never been easier.



Registration

Online property owner/manager task portal allows new and renewal licensing of all short-term rentals with streamlined business user workflows.



Hotline

Our hotline helps community members have a voice in short-term rental accountability. With a 24/7 bilingual, live-operated complaint hotline, communities benefit from increased reporting capabilities and accountability for short-term rental operators.

More Than 100 Local Governments Rely On the GovOS Short-Term Rental Solution



Newport Beach, CA



Vail, Co



Bay County, FL



Sedona, AZ



Park City, UT



Short-Term Rental Report: The State of Florida STRs in 2022

Here's how Florida municipalities are faring with the influx of properties rented out through platforms like Airbnb and Vrbo.

With the worst of the pandemic seemingly in the rearview mirror, travel and tourism have been trending back up, with the demand for short-term rentals (STRs) [up 25% and on pace to set a new record](#)¹. Warm weather and beach destinations are perennially popular, with cities in the Sunshine State chief among them. But how are Florida municipalities faring with the influx of properties rented out through platforms like Airbnb and Vrbo?

The state has some control over how STRs can be regulated - preventing local governments from outright banning STRs or regulating based on the duration of stay and frequency of renting (there are exceptions of course, with many cities' previously established rules being grandfathered in). In addition, Florida sees new legislation efforts each year, such as [SB620 which is currently making its way through the state](#)². Here's a look at how some local governments in Florida are navigating the challenges of managing STRs.

ISLAMORADA

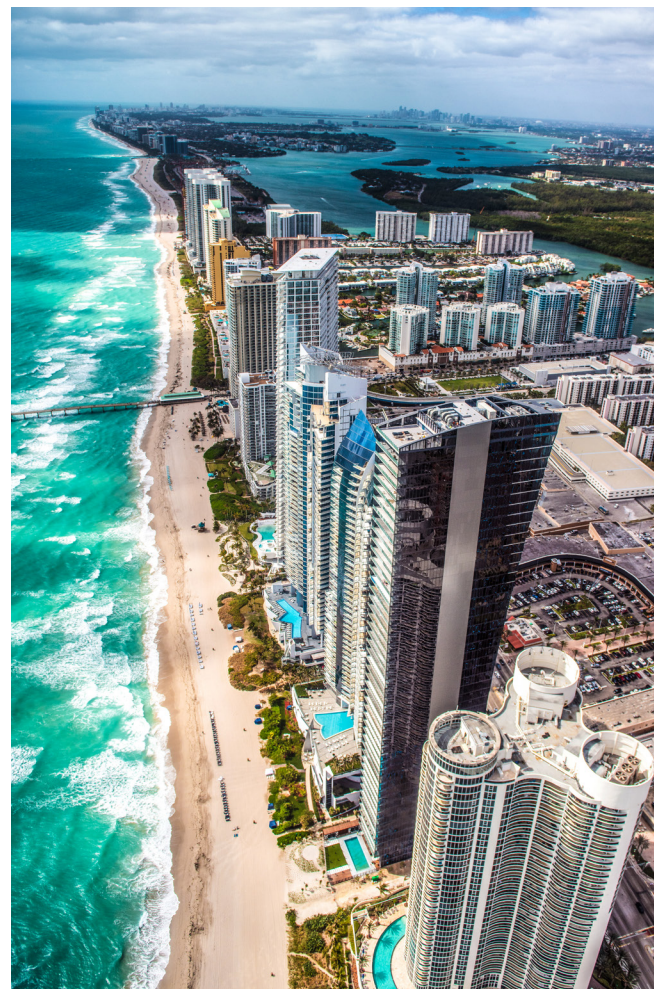
Located in the world-famous Florida Keys, Islamorada has implemented measures to mitigate the rise of illegal STR listings in the area. Councilmembers recently voted to raise annual licensing fees and utilize software to track and manage the growing STR industry. Used by the village's code compliance officers, the software scans rental platforms in order to drive higher compliance. Utilizing solutions like software to better track STRs [can help municipalities ensure they are capturing all lodging tax revenues](#)³, that properties are in compliance, and that they are being operated safely.

ORLANDO

Among the strictest in the state, the city of Orlando - home to Walt Disney World and numerous other attractions - only [allows hosted STRs](#)⁴, meaning those in which the host resides on-site, and hosts can only rent out half of the bedrooms in the home. All properties are subject to inspection before approval.

CAPE CORAL

In an effort to address community preservation issues around noise and other health and safety concerns, Cape Coral [established an annual business tax](#)⁵ for STRs in the city, which is estimated to bring in \$82,000 a year. The city will sift through short-term rental platforms to find properties that are non-compliant, and added an additional code enforcement officer to help with the load.





FLAGLER COUNTY

In Flagler County, which in 2011 spearheaded much of the STR regulations that other Florida cities have followed, officials [set parking requirements per room rented](#)⁶, require all occupied rooms have a window, set occupancy limits, and ask owners to provide a drawing of the interior of the property to indicate how many rooms will be available to rent, among other regulations.

CRYSTAL RIVER

Crystal River, self-proclaimed “Home of the Manatee,” also utilizes tracking software to alleviate the strain on the city’s staff and code enforcement to keep rentals in compliance. Among their regulations, the city currently prohibits residences outside of the waterfront zoning district to be available to rent for less than three months.



BRADENTON

In reaction to a number of complaints by residents – and officials running into difficulty contacting hosts when disturbances occur at STRs – the city of Bradenton [established rules](#)⁷ that require all STRs be registered with the city. Other rules include a 12-person maximum occupancy regardless of property size, parking limitations, and trash enforcement.

OAKLAND PARK

In Oakland Park, a short drive to Fort Lauderdale, city officials [require each property has a landline with the ability to dial 911](#)⁸, that owners provide an evacuation map and a location of the nearest hospital, determine maximum occupancy based on two persons per bedroom and a maximum of eight people on the property, and mandate the host be available 24/7.

HOLMES BEACH

In an attempt to tamp down on noise issues, Holmes Beach – located near Tampa – mandates STR owners not only respond to any disturbances, but also display a statement that informs renters about local noise ordinances in the residential area.



DESTIN

Capacity has long been an issue local governments grapple with when it comes to STRs, particularly when it comes to combating out-of-control parties and other problematic gatherings. In Destin, STR capacity is capped at two people per bedroom plus four additional guests per home, with a maximum of 24 people per property no matter what the size of the STR is.

NAPLES

Many STRs have emergency contacts provided for renters in case something happens during their stay. In Naples, STR owners are mandated to designate an “on call” person who is available locally at all times in the event an issue arises at the property while it’s being rented.



PANAMA CITY BEACH

Panama City Beach is the most popular travel destination in Bay County, considered to be the heart of the Panhandle. It's a particular draw for spring breakers – resulting in [millions from bed taxes](#)⁹ being collected from STRs each year. In a city with thousands of licensed STRs, officials have encountered complaints from residents dealing with disturbances from STRs. In response, the city raised the penalty for a first time offense [from \\$250 to \\$500](#)¹⁰, and has taken a novel approach to collecting money from noise issues: offering a 50% discount to those who pay noise ordinance fines within 20 days of being cited for a violation.

Is your local government equipped to handle STR growth?

Regardless of whether you're in a top market like Florida or California, STR demand is growing all over the country. Municipalities have unique needs when it comes to managing STRs based on a variety of factors. Customizable software solutions such as those offered by GovOS can help your local government [meet the specific requirements of your jurisdiction](#)¹¹ to effectively track STRs and ensure compliance. [Learn how GovOS can help you](#)¹² with lodging tax collection, implementing measures to ensure public safety, and more.

References

1. Short-term rental demand might set a record year, AirDNA report says (<https://www.inman.com/2022/05/23/short-term-rental-demand-might-set-a-record-year-airdna-report-says/>)
2. CS/SB 620: Local Business Protection Act (<https://www.flsenate.gov/Session/Bill/2022/620>)
3. The Challenges Short-Term Rentals are Creating for Local Government in 2021 (<https://govos.com/blog/short-term-rentals-challenges-for-local-government-2021/>)
4. Orlando.gov: Short-Term Rentals (https://www.orlando.gov/files/sharedassets/public/departments/edv/city-planning/factsheets_shorttermrentals.pdf)
5. Cape Coral to charge annual tax on vacation rentals to track code compliance (<https://www.news-press.com/story/news/local/cape-coral/2022/02/15/cape-coral-florida-vacation-rentals-pay-annual-business-tax/9283946002/>)
6. City Will Explore Options to Regulate Short-Term Rentals (<https://www.1kldnow.com/city-will-explore-options-to-regulate-short-term-rentals/>)
7. Limits on the number of guests are among the vacation rental rules passed in Bradenton (<https://wusfnews.wusf.usf.edu/politics-issues/2022-02-14/bradenton-city-council-approves-vacation-rental-ordinance>)
8. Oaklandparkfl.gov: Short-Term Rentals (<https://oaklandparkfl.gov/581/Short-Term-Rentals>)
9. "A whole new world." Panama City Beach tourism tax dollars up millions over past years (<https://www.newsherald.com/story/news/local/2021/09/20/panama-city-beach-florida-sees-spike-tourism-tax-revenue-2021/8368421002/>)
10. Turn it down a notch. Panama City Beach offering discount for noise violations paid early (<https://www.newsherald.com/story/news/local/2021/09/28/panama-city-beach-florida-giving-discounts-noise-violation-fines/5834771001/>)
11. GovOS Short-Term Rental Solution (<https://govos.com/products/short-term-rental/>)
12. GovOS Short-Term Rental Video Channel (<https://govos.com/products/short-term-rental/channel/>)



Greetings from FLORIDA

The Land of Short-Term Rentals

Short-Term Rental Solution for Florida Counties

Dynamic software solutions for Florida counties to increase short-term rental compliance rates, licensing, and tax collection.

The GovOS Short-Term Rental Solution is a **comprehensive** software suite backed by **industry experts** and **enhanced** with a top-of-the-line customer support team. With a number of use cases in Florida communities, the GovOS Short-Term Rental Solution offers compliance, registration, registration/permitting, tax collection, and a 24/7 bilingual complaint hotline.



Benefits



Enhanced Safety

Real-time notifications to all property owners allow adjustments in procedures to happen immediately.



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Enable Florida residents to maintain a neighborhood they love living in.



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Vacation Destinations across the United States rely on GovOS



Newport Beach, CA



Vail, Co



Bay County, FL



Sedona, AZ



Park City, UT



What to Look for When Considering STR Management Solutions

If your community is embarking on the search to find the right software to bring your STR management process online, here are a few things to consider as you research your options:



Advanced Security

- Has the entire system been SOC II certified?
- How are they securing your community and user's data?
- Does the system offer permission functionality to ensure that only the right people can get to the right information?



Ongoing & Comprehensive Support

- Does the solution directly support your property owners and their success in using the software?
- What is the average response and/or resolution time?
- Do they offer live, responsive training for your staff?



Partner Resources

- Can they provide additional resources to help with community education or engagement?
- How do they ensure all stakeholders can benefit?
- Do they offer any resources that can assist with best practices for your community's local ordinance?



Ease of Reporting

- Do they provide the level of detail in Management, Financial and Audit reporting that you need and is it easily accessible?
- Does the system have both pre-built data modeling as well as the flexibility of building your own reports?



Future Proofing

- Are you able to easily make changes on your own after initial onboarding or do you have to wait for their employees to make them for you?
- Do they provide a complete system that leaves room for future services, like licensing or tax, even if you don't need those services today?
- Does the system serve as a system of record? Or will you have to do a lot of exports and imports?
- Is the entire solution provided by a single vendor, guaranteeing interests are always aligned and the experience is seamless?



Scope of Experience

- How long have they provided an STR solution?
- Does anyone on their team have local government experience?

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 19, 2024**TYPE OF AGENDA ITEM:** Presentation**AGENDA OUTLINE NUMBER:** 4.G.

TO: City Council

THRU: Larry Jones , Interim City Manager
Jamie Dittmer, Human Resources Manager
Kimberly Kopp, City Attorney
Krystal Strickland, Finance Director

FROM: Troy Williams, Code Compliance Director

DATE: August 19th, 2024

SUBJECT: Code Compliance Work Schedule

I. BACKGROUND: The Code Compliance Department has lost staff for a variety of reasons and has reduced operational capabilities due to those losses. Recently, the Code Compliance Department condensed its hours (see attached schedule) to be able to sustain its duties and responsibilities. However, at the August 12th City Council meeting it was voted not to reduce or limit the hours of operation for the Code Compliance Department. Further direction and input is needed from the council.

II. DISCUSSION: The Code Compliance Department staffing level is half of what it is allotted. It is also not going to fill two-(2) part-time positions as a joint effort with other city departments to lessen the strain on the city budget for FY2025. At the August 12th, council meeting it was voted not to reduce the code compliance operational hours. Staff believe a change back to expanded hours should not occur until after the open positions are filled, and they receive the appropriate training to be released on their own.

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

I. Enhanced quality of life and safety for families

III. Economic development and revitalization

IV. Effective, efficient, and aesthetically pleasing infrastructure

V. Improve mobility and connectivity

VI. A green and sustainable environment

B. Effect on Budget (EOB): Unfilled positions are saving budgeted salary dollars. However, those positions are being filled as soon as possible.

C. Level of Service (LOS): Keeping the reduced hours at this time (until additional staff is hired) increases code officer safety, acts as a force multiplier, allows for the ability to address multiple issues at the same time, ensures crossing guard duties are

fulfilled, and will allow for better oversight of trainers and trainees when hired.

D. Legislative Sponsor: ?

III. CONCLUSION: It is requested to maintain this revised schedule and move back to an expanded schedule in 2025.

IV. RECOMMENDED MOTION: I'll make a motion that Code Compliance keeps their revised schedule with a return to expanded hours in 2025.

or

I'll make a substitute motion that Code Compliance returns to expanded hours and works within those parameters.

Attachments:

1. Standard Code Compliance Shift
Revised Schedule

CODE SCHEDULE

Updated
08/07/24

Employee Name	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Column1	Column2	Column3	TOTAL
Troy Williams (CCD)	off	7a-4p	7a-4p	7a-4p	7a-4p	7a-4p	off				7
Darlene Lebold (AA)	off	7a-3:30p	7a-3:30p	7a-3:30p	7a-3:30p	7a-3:30p	off				7
Open Deputy Director											0
Open Ops & Train. Co.											0
Rhonda Harrison	off	7a-3:30p	7a-3:30p	7a-3:30p	7a-3:30p	7a-3:30p	off				7
Allen Smith	off	7a-3:30p	7a-3:30p	7a-3:30p	7a-3:30p	7a-3:30p	off				7
Billy Morales	off	8a-4:30p	8a-4:30p	8a-4:30p	8a-4:30p	8a-4:30p	off				7
Robert Hilligoss	off	8a-4:30p	8a-4:30p	8a-4:30p	8a-4:30p	8a-4:30p	off				7
Antonio Abrams	off	off	7a-3:30p	7a-3:30p	7a-3:30p	7a-3:30p	7a-3:30p				7
Jeramy Kwiatkowski	off	off	8:30a-5p	8:30a-5p	8:30a-5p	8:30a-5p	8:30a-5p				7
Open Full-time Officer											0
Open Full-time Officer											0
Open Full-time Officer											0
Open Full-time Officer											0
Open Part-time Officer	Will not fill	in 2025 to	save money	on budget							4
Open Part-time Officer	Will not fill	in 2025 to	save money	on budget							4
Number of Staff per day								Average Per Day =			0
Number of Hours work per day								Total Hours =	Average =		0

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 19, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.H.**TO:** City Council**THRU:** Krystal Strickland, Finance Director
Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney**FROM:** Ryan Scott, City Engineer
Jeffrey Cozadd, Projects, Grants and Contracts Manager
Tina Deater, Community Development Director**DATE:** August 13, 2024**SUBJECT:** Norriego Point Park Update

I. BACKGROUND: The Florida Department of Environmental Protection (FDEP) is administrating the Phase III Recreational Improvements to Norriego Point Park. DEP has awarded the contract to R J Gorman Marine Construction, LLC. Park construction is anticipated to start September 5, 2024.

II. DISCUSSION: A pre-construction meeting was held on August 8, 2024, with FDEP, City Staff, RJ Gorman Marine Construction, LLC, and the adjacent developer.

The project is scheduled to begin on September 5, 2024, and is expected to take nine months to complete. The newly constructed Gulf Shore Drive extension will remain closed and will serve as the secured staging and construction area for the project. The contractor has stated that they prefer to keep the park closed during construction due to safety and security concerns; however, they could accommodate keeping the Gulf/Inlet side of Norriego Point Park open to the public by using fencing if requested by Council. DEP does not object to keeping the park closed. The Harbor side of the park will need to be closed due to the construction of the boardwalk.

Staff has reviewed the construction and staging plans, and keeping any portion of the park open during construction could pose potential safety and liability concerns, as it would provide increased opportunity for park visitors to enter the construction area and the portable restrooms for the construction workers may be an attractive nuisance. Staff recommends closure of the park during the nine month construction period.

A copy of the anticipated construction schedule is attached the City received from DEP is attached.

A. Link to Strategic Goals / Objectives:

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

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: Staff recommends closure of the park during the nine month construction period.

IV. RECOMMENDED MOTION: I move to direct the City Manager to work with Staff and the City Attorney to close Norriego Point Park throughout the duration of the construction improvements.

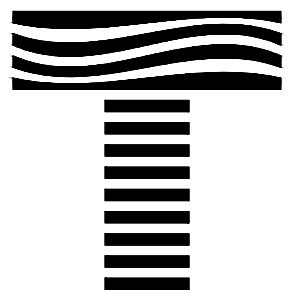
-OR-

I move to direct the City Manager to work with Staff, the City Attorney, FDEP, and R J Gorman Marine Construction, LLC to leave the Gulf/Inlet side of the park open throughout the duration of the construction improvements.

Attachments:

- 1. 2024 NORRIEGO POINT
RECREATION ENHANCEMENT -
BID DRAWINGS 5
- 2. 2024-07-18_NorriegoPoint_Pre-
ConMtgAgenda_DRAFT
- 3. Gorman Marine
- 4. Project Timeline 8.15.2024

ANTON FLEVELLING, 9/5/2024 4:08:34 PM, X:\a\Projects\2015-058_Norriego_Point\Boardwalks\Construction\2015-058-C-Rec_Overview.dwg



TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FLORIDA 32541
(850) 460-7040

REGISTRY # 4815

SEAL

DUNCAN GREER P.E. #83306

PROJECT TITLE

**NORRIEGO POINT
RECREATION
ENHANCEMENT PROJECT**
OKALOOSA COUNTY, FLORIDA

Call 811 before you dig.

PRELIMINARY DRAWINGS: THESE DRAWINGS
ARE NOT IN FINAL FORM, BUT ARE BEING
TRANSMITTED FOR AGENCY REVIEW.

|--|

PROJECT NO	C2015-058
DATE	SEPT 2023
DESIGNED	DG
DRAWN	AF
CHECKED	BN
REVIEWED	KK
SCALE	AS SHOWN

DRAWING TITLE

PROJECT OVERVIEW

G-5

SHEET 5 OF 64



Pre-Construction Meeting Agenda

Project: Norriego Point Recreation Enhancement Project

Date: August 8, 2024 (10:00 a.m. CDT)

Location: City Council Chambers
City of Destin, City Hall Annex
4100 Indian Bayou Trail
Destin, FL 32541

Owner: Florida Department of Environmental Protection
Project Manager: Pearce Barrett III, P.E.
Deepwater Horizon Program, Division of Water Restoration Assistance
3900 Commonwealth Blvd., M.S. 240
Tallahassee, FL 32399
(850) 245-2106 office
Pearce.Barrett@FloridaDEP.gov

City: CITY OF DESTIN | Office of the City Manager
Jeff Cozadd
Projects/Grants/Contracts Manager
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 279-4228 office
jcozadd@cityofdestin.com

Engineer: Duncan Greer, P.E.
Taylor Engineering, Inc.
4300 Legendary Drive, C246
Destin, Florida 32541
(850) 460-7040 office
(352) 278-0544 mobile
dgreer@taylorengeering.com

Contractor: Justin Gorman
RJ Gorman Marine Construction, LLC
1944 Frankford Ave
Panama City, FL 32405
(850) 769-7747 office
justin@rjgormanmarine.com

- 1. Roll Call / Attendance Sheet**
- 2. Project Overview (FDEP)**
- 3. General & Special Conditions (FDEP)**
 - a. Outstanding items
 - b. Contract / NTP
- 4. Regulatory Permit Review (TAYLOR)**
 - a. FDEP Permit Number 0175572-011-JN (0175572-003-JC)

- b. FDEP CCCL Permit Number OK-538
- c. USACE Permit Number SAJ-2012-00702 (NW-HMM)
- d. Additional Authorizations / Permits identified by Contractor

5. Pre-Construction Regulatory Notices

- a. **FDEP**
 - i. **Preconstruction Notice (TAYLOR)**
 - ii. **Preconstruction submittals (Specific Condition 6)**
 - 1. **Construction Drawings (TAYLOR)**
 - 2. **Public Easement (DEP / CITY)**
 - 3. **Turbidity Monitoring Qualifications, Scope, and Map (CONTRACTOR)**
 - 4. **Wildlife Monitoring Qualifications (CONTRACTOR)**
 - 5. **Sand Source (CONTRACTOR)**
- b. **USACE (TAYLOR)**
- c. **USCG (CONTRACTOR)**

6. Construction Drawings and Technical Specifications Review (TAYLOR)

7. Pre-Construction Submittals (CONTRACTOR)

- a. Submittal Register
- b. Schedule of Values
- c. Construction Schedule
 - i. Mobilization
 - ii. Construction Sequences / Phases
 - iii. Demobilization
 - iv. Submit copies of the updated construction schedule to the Department Project Manager and Engineer with each Payment Application. Changes that have occurred since the last update shall be clearly marked.
- d. Shop drawings must be approved prior to ordering materials.

8. Construction Work Plan (CONTRACTOR)

- a. Surveying and Layout
- b. Methodology, Approach and Sequencing
 - i. Boardwalk
 - ii. Dune walkovers
 - iii. Restroom
 - iv. Shoreline protection
 - v. Vegetation
- c. Equipment (Cranes, barges, pile driving, etc.)
- d. Access corridor(s)
- e. Personnel
- f. Environmental Protection
- g. Species Protections
- h. Safety
- i. Exclusion of public

9. Monitoring (CONTRACTOR)

- a. Shorebirds
- b. Turbidity

- c. Sand QAQC Plan
- d. Compliance Contacts:

DEP, JCP Compliance Officer
e-mail: JCPCompliance@dep.state.fl.us

FWC Imperiled Species Management Section
e-mail: marineturtle@myfwc.com

FWC, Regional Biologist
Contact list: <http://myfwc.com/conservation/you-conserve/wildlife/shorebirds/>

Army Corps of Engineers
e-mail: SAJ-RD-Enforcement@usace.army.mil

10. Administrative Items

- a. Lines of Authority
- b. Submittals
 - i. Email submittals to TAYLOR
 - ii. Contractor shall aim to avoid repeated submittals and inspections. Beyond the second submission or inspection, consultant fees for re-reviews of submittals or multiple failed inspections may be required to be borne by the Contractor.
 - iii. Any proposed changes to the construction drawings must be requested in writing.
- c. Warranties and Documentation
- d. Pay Applications
- e. Local spending tracking – local subs, lodging, fuel, food, etc.
- f. Communications during construction – contact list (role/names/numbers), VHF radio, etc.
- g. Bi-weekly progress meetings / agenda
- h. NTP

11. Additional Items

- a. Existing Structures and Utilities
- b. Signage
 - i. Project sign
 - ii. Regulatory
 - iii. Posting of permit
 - iv. Park Rules (CITY)
 - v. Educational (DEP)
- c. Access / Parking / Laydown / Trailer Areas

12. Additional Questions / Discussion

END OF AGENDA

Project Norriego Point
 RJG Job #: 4332
 Description Submittal Log



Submittal Description	Submittal Description	Submittal Description	Submittal Description
Erosion Control Plan MOT Plan Sand Source Pile Driving Equipment Landscape Plan / Planting Schedule Covered Pavilion 19/32 APA Roof Decking 10d SS ring shank roof nails 10d SS 2" Nails 10x10x35' 2.5 CCA 4x4x12 PT 2x12x12 PT 2x12x12 PT 5/8"x12" 316 SS Lags Bolts w/ washers 3/4"x12' 316 SS ATR 3/4" 316 SS washer 3/4" 316 SS nuts 4x6x12 PT 5/8"x6" 316 SS lag w/ washer 4x12x12 PT 2x6x12' PT 1x4x14' P 1x4x12' PT Simpson H10 SS Simpson H10 SS Anchor 4x6x10 PT 4x4x10 PT 2x6x12 PT LUS24 316SS Custom 316 SS Truss Plates 1/2"x6" 316SS Hex Bolts w/nut and washers	4" Concrete Slab and Bike Rack Reliance foundry #R-8240-SS-XL 3000 PSI Concrete Stabalized Emergency Entrance Tensar InterAx NX850 Geo Grid Mirafi Miramech GR - 8'x150 ADA Compliant Beach Mat Mobimat 5x50 Benches Belson RS6NB-P (18 on plans) Packaged Lift Station *** Request from sub Articulated Concrete Mats AF CL 75 CC Custom ACB Mats 12x300 Mirifi M100 Fabric - 400 SY Turf Mat Reinforcement Restroom Facility (Need additional info for all timber) 10" tip 14" Butt, 35' .60 CCA 2x10x14 #2 2x10x10 #2 2x12x14 #2- Restroom stringer 2x12x8 #2- Ramp Stringer 1.74E 5-1/4"x11-1/4" wolmanized PSL. 12' Long ***Developing submittal info for vertical	Walkover Timber 8B, 20', 2.5 CCA, Pile 3x10, 8', #2, 2.5 CCA 3x10, 12', #2, 2.5 CCA 3x10, 16', #2, 2.5 CCA 2x10, 12', #2, 0.60 CCA 2x12, 14', #2, 0.60 CCA 2x8, 12', #2, 0.60 CCA 2x12, 12', #2, 0.60 CCA 2x10, 12', #2, 0.60 CCA 2x12, 14', #2, 0.60 CCA 2x8, 12', #1, 2.5CCA 4x4, 10', #1, 2.5CCA 4x4, 10', #1, 0.60 CCA 4x6, 10', #1, 0.60 CCA 2x10, 10', #1, 0.60 CCA 2x10, 10', #1, 0.60 CCA 2x6, 10', #1, 0.60 CCA 2x10, 20', HDPE 2x6, 12', HDPE 2x6, 16', HDPE 4x6, 12', #1, 0.60 CCA 2x6, 10', #2, 0.60 CCA 3x10, 12', #2, 0.60 CCA,	Walkover Hardware **HARDWARE** 5/8"x12' 316SS ATR rods 5/8" 316 SS 2" Structural washers 5/8" 316 SS Nuts 5/8" 316 SS Standard washers 3/4"x12' 316SS ATR Rods 3/4" 316 SS washers 3/4" 316 SS nuts 1/2"x4" 316 SS- Scab bolt 1"x14" 316 SS bolt- cross brace 1/2"x3" 316 SS carriage- stair stanchion 1/2"x6" 316 SS Carriage- rail bottom 1/2"x8" 316 SS carriage- rail top 1/2" 316 SS nuts 1/2" 316 SS washer screw, #10, 3", block screw, #12 flat, 3", rail/stan screw, #12 flat, 3", rail 16" OC nail, 12D, , joist lap HDPE Deck 316 SS screw, #12 quick drive, 3", deck tie, H8SS, , joist to header tie nail H8, 0.148, 1.5", joist to header tie, DTT2SS, , stair stanchion tie LSCSS Tie Nail Stainless Mesh 3'x10' Sheets Fiberglass stair tread w/6 clips Lag, 1/4", 3.5", w/wash, stair tread, 6 per

Project Norriego Point
 RJG Job #: 4332
 Description Equipment & Personnel List



RJ Gorman Key Personnel	
Position	Name
Project Manager	Dillon Kost
Superintendent	Dale Stevens
Pile Foreman	Anthony Turner

Subcontractors	
Company	Scope
Cypress Enviromental	Landscaping / Enviromental
Barber	Sitework
Ponderosa Builders of NF	Framing, Decking, & Railing
TBD	Restroom & Covered Pavilion
TBD	Quality Control

Equipment	
Type	Description
RT Crane	Tadano TR600
Excavator	Komatsu 240 W/ Vibro
Excavator	8 Ton w/ Vibro
Skidsteer	Cat 259D
Loader	Cat 926
Dozer	TBD
Excavtor	TBD

Dillon Kost

Project Manager / Estimator

RJ Gorman Contracting, LLC

P: 651.278.6032

E: Dkost@RJGormanmarine.com

YEARS OF EXPERIENCE

15 Years

EDUCATION

B.S., Construction Management

University of Wisconsin Stout,
2012

PROJECT EXPERIENCE, CERTIFICATION AND QUALIFICATIONS (FDOT)

Project Experiences

Storm Drain Systems, Earthwork, MSE
walls, SEM Tunnel Excavation, Asphalt
Paving, Concrete Paving, Concrete
Segmental Construction, Cable Stayed
Construction, Post Tensioning, Structural
Concrete, Sand Cement Placement,
Prestress Pile, Drill Shaft, Rigid Inclusions,
Wick Drain Systems, Steel and Precast
Concrete Girders, Bridge Deck Repair and
Bridge Construction, Concrete Flatwork,
Sidewalk and Traffic Railing

Certifications:

OSHA 10 Hour

OSHA 30 Hour

Advanced MOT #602330

Qualified Stormwater Inspector #32415

USACE / NAFAC CQM-C

P6 Professional Advanced Training

Mr. Kost has been in the Engineering and Construction Industry since 2008 working primarily in road and bridge construction. Throughout college and since graduating, he has been involved in construction and engineering projects throughout the United States & Canada with an extensive background in the state of Florida. He has progressed rapidly throughout his career and performed in a variety of roles ranging from entry level to senior level management and supervision performing work on over \$280 million in construction projects. Project contract value and scope of work have ranged from \$1 million to \$118 million. Mr. Kost brings a unique skill set to the industry being well versed in both Field Supervision and Management positions with core competencies in foundations, structures, marine work, roadways, logistical phasing, disaster relief and emergency repair construction. With exceptional planning and problem-solving skills, he implements effective project execution strategies while maintaining a safe work environment. His strong communication skills offer the ability to liaise with subcontractors, vendors, and the project team in order to meet critical work objectives while maintaining owner/client relationships.

REPRESENTATIVE PROJECTS – FLATIRON CONSTRUCTION

Employed by Flatiron in College 2008-2011 & from 2012-2013, throughout employment he was integrated into both Field/Craft & Management Roles.

I-35 St. Anthony Falls Bridge – Design Build – MNDOT - Contract Amount \$234 Million, Project Role: Laborer 2008

John James Audubon Bridge – Design Build – LADOT - Contract Amount \$409 Million, Project Role: Laborer/Carpenter 2010 & 2011

Lake Champlain Bridge – Design Build – NYDOT - Contract Amount \$78.4 Million, Project Role: Intern Field Engineer 2011

North Light Rail Transit SEM Tunnel Project – Bid Build – City of Edmonton, Alberta CA. Contract Amount \$30 Million, Project Role: Field Engineer / Assistant Superintendent.

This project was an extension of the existing light rail network in Edmonton, Alberta Canada. The twin Northbound and Southbound tunnels were 2 miles in length with a diameter of 20'. This project presented many logistical challenges being there was only one entry and exit point throughout the duration of the job. The tunnels were constructed utilizing a Segmental Excavation Method (SEM) and lined with shotcrete to provide temporary stability. To permanently line the tunnel, crews applied waterproofing over the shotcrete, installed rebar, and placed concrete. Concrete for the lower half of the tunnel (invert) was installed first utilizing a monorail system to transport the formwork. A separate system was used for the upper half (arch) of the tunnel lining. The project consisted of over 250 separate concrete pours. During his time on this project, Dillon provided oversight, management, and supervision for all work associated with the excavation of the tunnels and concrete placement of the Arch pours.

REPRESENTATIVE PROJECTS – SKANSKA USA CIVIL SOUTHEAST, LLC

Employed by Skanska USA Civil from 2013-2016, throughout employment he was involved in multiple phases of the project to include the following: preliminary planning (drawing review & submittals), contracting (project buy-outs and purchasing), scheduling, construction, & project closeout.

SR 83 (US 331) Bridge over Choctawhatchee Bay – Design Build – FDOT District 3, Walton County FL. Contract Amount \$118.5 Million, Project Role: Field Engineer/ Superintendent.

This project included construction of a new 12,000 LF Northbound Bridge over the intercoastal waterway, Deep Ground Improvements along existing causeways, Demolition of pre-existing Fishing Pier Bridge, construction of new public park with facilities and a concrete fishing pier. During his time as a Field Engineer, Dillon provided management/oversight of all self-performed and subcontracted Roadway Operations reporting directly to a Senior level Project Engineer. During his time as a Superintendent, Dillon provided supervision for the following work activities: MSE walls, earthworks, grading, underground utilities, pile driving, and superstructure construction.

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862. It is a very important document, as it contains the President's views on the state of the Union and the progress of the war.

2. The second part of the document is a report from the Secretary of the War Department, dated January 10, 1862. It contains a detailed account of the military operations of the Army during the year 1861, and a statement of the condition of the Army at the beginning and end of the year.

3. The third part of the document is a report from the Secretary of the Navy Department, dated January 10, 1862. It contains a detailed account of the naval operations of the Navy during the year 1861, and a statement of the condition of the Navy at the beginning and end of the year.

4. The fourth part of the document is a report from the Secretary of the Department of the Interior, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861, and a statement of the condition of the Department at the beginning and end of the year.

5. The fifth part of the document is a report from the Secretary of the Department of the Treasury, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861, and a statement of the condition of the Department at the beginning and end of the year.

6. The sixth part of the document is a report from the Secretary of the Department of the State, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861, and a statement of the condition of the Department at the beginning and end of the year.

7. The seventh part of the document is a report from the Secretary of the Department of the War, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861, and a statement of the condition of the Department at the beginning and end of the year.

8. The eighth part of the document is a report from the Secretary of the Department of the Navy, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861, and a statement of the condition of the Department at the beginning and end of the year.

9. The ninth part of the document is a report from the Secretary of the Department of the Interior, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861, and a statement of the condition of the Department at the beginning and end of the year.

10. The tenth part of the document is a report from the Secretary of the Department of the Treasury, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861, and a statement of the condition of the Department at the beginning and end of the year.

11. The eleventh part of the document is a report from the Secretary of the Department of the State, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861, and a statement of the condition of the Department at the beginning and end of the year.

12. The twelfth part of the document is a report from the Secretary of the Department of the War, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861, and a statement of the condition of the Department at the beginning and end of the year.

13. The thirteenth part of the document is a report from the Secretary of the Department of the Navy, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861, and a statement of the condition of the Department at the beginning and end of the year.

14. The fourteenth part of the document is a report from the Secretary of the Department of the Interior, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861, and a statement of the condition of the Department at the beginning and end of the year.

15. The fifteenth part of the document is a report from the Secretary of the Department of the Treasury, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861, and a statement of the condition of the Department at the beginning and end of the year.

16. The sixteenth part of the document is a report from the Secretary of the Department of the State, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861, and a statement of the condition of the Department at the beginning and end of the year.

17. The seventeenth part of the document is a report from the Secretary of the Department of the War, dated January 10, 1862. It contains a detailed account of the operations of the Department during the year 1861, and a statement of the condition of the Department at the beginning and end of the year.

REPRESENTATIVE PROJECTS – SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC

Employed by Superior Construction Company SE LLC from 2017-2023, throughout employment he was involved in all phases of projects, from preliminary estimating and planning, estimating, contracting (project buy-outs and purchasing), scheduling, through final phases of construction and project close out.

SR 30 (US 98) at SR 368 (23rd Street) Flyover – Bid Build – FDOT District 3, Bay County, FL. Contract Amount \$67.9 Million, Project Role: Structure Project Engineer / Assistant Project Manager

This project features new flyover bridges that alleviate significant traffic congestion at a major intersection and railroad crossing consisting of 6 new bridges (concrete & steel superstructure), MSE walls, roadways, drainage improvements, signing & pavement markings, signalization, ITS & lighting improvements. The project was required to be constructed in multiple phases due to a designated MOT sequence to detour the traveling public through the work site. In the first phase of construction, we developed a cost savings initiative (CSI) that replaced a bridge structure with MSE walls and elevated roadway, reduction construction costs to FDOT by 2.5m. Dillon provided oversight and management from superstructure through CIP deck placement for 3 out of the 6 required bridges.

SR 79 Over Sandy Hollow Creek – Bid Build – FDOT District 3, Escambia County, FL. Contract Amount \$4.6 Million, Project Role: Assistant Project Manager

This project required demolition and replacement of the existing bridge, previously built in 1940 and deemed functionally obsolete. The project required a temporary acrow detour supported by 24" steel pipe piles along with temporary critical sheet piling & soil anchors to support the steep grade changes during construction. The new structure consisted of two new 12' lanes with 8' shoulders and a solid concrete traffic railing, comprised of GRS Walls / abutments paired with Florida Slab Beams and CIP concrete for the bridge deck.

SR 30, 30A, & 30E Hurricane Michael Repairs – Emergency Bid Build – FDOT District 3, Gulf County, FL. Contract Amount \$7.0 Million, Project Role: Assistant Project Manager

This emergency repair project was in response to a category 5 Hurricane making landfall in the panhandle in 2018. The storm washed away portions of roadway, seawall, and slopes for miles along the coast leaving portions unnavigable. The project included restoration/replacement of SR 30, 30A, & 30E roadways in Gulf County along with installation of articulated block mats and concrete sheet piling for additional slope protection against incoming waters from future storms. One of the biggest challenges on the project was the fast-paced nature of the work with limited resources post hurricane. Through extensive planning and installation of temporary works, the public was able to safely travel to and from their homes during the permanent reconstruction efforts.

SR 20 (US27) Railroad Bridge Repair – Emergency Bid Build – FDOT District 3, Leon County, FL. Contract Amount \$1.4 Million, Project Role: Project Manager

This emergency repair project was in response to a vehicle towing equipment that struck and damaged the Florida Gulf & Atlantic railroad bridge over SR 20 in Tallahassee. The project consisted of removal and replacement of structural steel components as well as heat straightening the web of the existing beam to provide structural stability for the railroad. All work was to be conducted under a road closure, utilizing a temporary detour through downtown Tallahassee with a duration of just 7 days to complete all repairs. The project team was able to logistically work together with coordination efforts to deliver a quality project within the scheduled time frame.

SR 388 From SR 79 to East of NWFBI – Bid Build – FDOT District 3, Bay County, FL. Contract Amount \$49.8 Million, Project Role: Project Manager

This project is part of a larger Florida initiative to provide improved travel routes along tourist and access control corridors throughout the Panhandle. The purpose of this project was to improve mobility and access to the Northwest Florida Beaches International Airport by realigning and widening the existing SR 388 roadway. This four-mile-long project includes a new four-lane divided highway required 8 retention ponds, 800,000+ cubic yards of embankment, two new 720 ft long bridge over Crooked Creek, 64,000 LF of Storm Drainage, a 12 ft wide shared use path and one of the first multi-lane roundabouts in Florida. The project was required to be constructed in multiple phases due to a designated MOT sequence in order to successfully construct the new roadway. To efficiently place embankment on the project and work around designated Surcharge/wick drain areas to compress lower-level soft soils, our team implemented a detailed mass earthwork distribution plan and utilized arial drones to quantify the earthwork activities.

SR 20 (US27) FG&A Railroad Bridge Replacement – Emergency Bid Build – FDOT District 3, Leon County, FL. Contract Amount \$3.9 Million, Project Role: Project Manager

This emergency bridge replacement project was in response to a utility truck crashing into the existing low clearance railroad bridge along SR 20, causing it to become structurally deficient. The project consisted of widening of the existing substructure, demolition and removal of the of demolition and replacement of the existing bridge superstructure. The new bridge was comprised of two structural steel spans utilizing a through-girder system connected with a steel deck in order to raise the vertical clearance by 2 feet and alleviate the potential for future damage to the structure. The new spans also included structural steel walkways along both sides for pedestrian traffic and railroad maintenance. This project presented many unique challenges with a fast-paced timeline and coordination efforts between multiple subcontractors, vendors, private, state, and local municipalities. The new structure was fabricated in an off-site facility and transported in full length spans to the project site. The project required an off-site detour in order to shut down the road and the team was given 72 hours to remove, replace, and release the superstructure for rail installation with a 7-day road closure period to complete all work. Through extensive planning and coordination, the project team developed work plans paired with an hour-by-hour shutdown schedule for each work activity which was utilized to execute construction of the new structure prior to the 72-hour deadline which prompted opening the road a day early.

FDOT QUALIFICATIONS AND WORK CLASSES PERFORMED ON PROJECTS LISTED

- **Combined projects listed involved the following classes of work.**
 - 7. Drainage
 - 8. Electrical Work (roadway and bridges)
 - 9. Fencing (bridge safety & security fence)
 - 10. Flexible Paving
 - 11. Grading
 - 12. Grassing, Seeding and Sodding.
 - 13. Guardrail
 - 14. Hot in Place Resurfacing
 - 15. Hot Plant-Mixed Bituminous Course
 - 17. Intermediate Bridge
 - 18. Landscaping
 - 20. Major Bridge – Bridges over water opening of 1,000 feet or more
 - 24. Major Bridge – Curved Steel Girders
 - 25. Major Bridge – Multi-Level Roadways
 - 27. Minor Bridge
 - 28. Pavement Marking
 - 29. Portland Cement Concrete Roadway Paving
 - 37. R&R Minor Bridge
 - 38. Roadway Signing
 - 39. Traffic Signal

REFERENCES

- **Dan Martinson, Senior Project Manager Flatiron (303) 994-6038**
- **Phil Lefave, Project Executive Skanska (813) 373-2398**
- **Evan Lawrence, Division Manager Superior Construction (352) 258-2288**
- **Julian Roza, VP Southeast Operations Superior Construction (904) 545-9086**
- **Fred Brown, P.E. HDR (850) 426-9804**
- **Darrel Brunette, P.E. Metric (850) 596-1533**
- **Tony Manos, P.E. RS&H (850) 258-2553**
- **Billy Robinson, Project Manager FDOT (850) 703-3805**
- **Brian Tew, Project Manager, FDOT (850) 490-1241**

Dale Stevens

RJ Gorman Marine, LLC

E: dale@RJGormanmarine.com

YEARS OF EXPERIENCE

30 Years

PROJECT EXPERIENCE, CERTIFICATION AND QUALIFICATIONS (FDOT)

Project Experiences

Steel Sheet Pile, CIP concrete structures,
precast concrete structures, FRP piles,
pipe piles, precast piles, timber structures,
marina development, site development,
elevated structures, barge operations

Mr. Stevens has been in the Construction Industry since 1995 working primarily in the development and construction of marine structures. Throughout his career he has been involved in construction throughout the state of Florida. He has proven his extensive knowledge in the marine industry to be an asset to the Gorman Family, and Team.

REPRESENTATIVE PROJECTS – RJ Gorman

Employed by RJ Gorman since 2009

- Island View Park- South. Carabelle, FL.- Super Intendent
 - Project Details: Demo (2) existing wood piers. Rebuild (2) new piers with timber piles and FiberGrate decking. Construct 1,000' of radiused boardwalk with (2) Cedar swing pavilions. Construct (2) Cedar Trellis' and (2) Cedar Kiosks
- Wild Willys Adventure Park- Ft Walton, FL- Super Intendent
 - Project Details: Construct 1,050 LF of vinyl sheet pile wall for retention ponds
- St Andrews Marina Upgrades- Panama City, FL- Super Intendent
 - Project Details: Construct (2) new concrete floating piers with new prestressed concrete piles
- Millville Kayak Launch- Panama City, FL- Super
 - Project Details: Construct key stone wall, 40' aluminum gangway, and Ipe floating kayak dock
- Holiday Inn Sunspree- Panama City Beach, FL- Super
 - Project Details: Construct 12,000 sqft deck with Trex decking and railing. Construct new pile supported bar
- Holiday Inn Express- Panama City Beach, FL- Super
 - Project Details: Construct 2,000 sqft deck with Trex decking. Construct new pile supported bar
- Tyndall Air Force Base- Panama City, FL- Super
 - Project Details: Demo existing timber bridge. Construct (2) new vinyl sheet pile retaining wall on each side of proposed bridge location. Drive new timber piles and construct new timber and steel bridge structure
- Gayles Trails- Panama City Beach, FL- Super
 - Project Details- Construct 900' pedestrian boardwalk for the City of Panama City Beach. Top down construction.
- Bay Point Marina- Panama City Beach, FL- Super
 - Demo and replacement of 135 slip marina consisting of fixed and floating dock structures. Project scope included all MEP, sidewalks, dredge, bulkhead wall
- Port St Joe Marine- Port St Joe, FL- Super
 - Demo and replacement of 135 slip marina consisting of fixed and floating dock structures. Project scope included all MEP, sidewalks, dredge, bulkhead wall, precast piles, concrete approach slab
- Sun Harbor Marina- Panama City, FL- Super
 - Demo and replacement of 132 slip marina consisting of fixed dock structures and wave attenuation system

Project Norriego Point

RJG Job #: 4332

Date: 5/6/2024

Update No.: Baseline

NTP: 9/5/2024

Project Start: 9/20/2024

Duration: 270

Substantial Comp. 6/2/2025

Final Comp. 7/2/2025



Work Activity	Location	August-24				September-24					October-24				November-24				December-24					January-25			
		Week				Week					Week				Week				Week					Week			
		1	2	3	4	1	2	3	4	5	1	2	3	4	1	2	3	4	1	2	3	4	5	1	2	3	4
		8/5	8/12	8/19	8/26	9/2	9/9	9/16	9/23	9/30	10/7	10/14	10/21	10/28	11/4	11/11	11/18	11/25	12/2	12/9	12/16	12/23	12/30	1/6	1/13	1/20	1/27
Precon Meeting		X																									
Project Submittals			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X										
Anticipated NTP 9/5/24						X																					
Mobilization	Project Limits							X																			
Construction Layout & Survey	Project Limits							X	X																		
Erosion Control & Turbidity Barrier	Project Limits								X	X																	
Clear & Grub / Site Demo	Project Limits										X	X	X														
Earthworks - Cut to Fill for Stabilization	STA 0+00 - STA 3+50										X	X	X														
Restroom Foundation & Substructure	STA 1+00										X	X	X														
Install ACB Mats	STA 0+00 - STA 3+50												X	X	X	X	X										
Construct Restroom & Install MEP's	STA 1+00													X	X	X	X	X	X	X	X	X	X	X	X	X	X
Site Prep - Rough Grade	STA 0+00 - STA 3+50													X	X	X											
Install Turf Mat	STA 0+00 - STA 3+50															X	X	X									
Place & Grade Sand Fill	STA 0+00 - STA 3+50																X	X									
Harbor Boardwalk	STA 0+00 - STA 18+30															X	X	X	X	X	X	X	X	X	X	X	X
Dune Walkover #3	STA 0+00 - STA 1+77																				X	X	X	X			
Dune Walkover #2	STA 0+00 - STA 1+94																								X	X	X
Dune Walkover #1	STA 0+00 - STA 2+45																										

Work Activity	Location	February-25				March-25					April-25				May-25				June-25					July-25			
		Week				Week					Week				Week				Week					Week			
		1	2	3	4	1	2	3	4	5	1	2	3	4	1	2	3	4	1	2	3	4	5	1	2	3	4
		2/3	2/10	2/17	2/24	3/3	3/10	3/17	3/24	3/31	4/7	4/14	4/21	4/28	5/5	5/12	5/19	5/26	6/2	6/9	6/16	6/23	6/30	7/7	7/14	7/21	7/28
Construct Restroom & Install MEP's	STA 1+00	X	X																								
Site Prep - Rough Grade	STA 0+00 - STA 3+50																										
Install Turf Mat	STA 0+00 - STA 3+50																										
Place & Grade Sand Fill	STA 0+00 - STA 3+50																										
Harbor Boardwalk	STA 0+00 - STA 18+30	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X										
Dune Walkover #3	STA 0+00 - STA 1+77																										
Dune Walkover #2	STA 0+00 - STA 1+94	X	X																								
Dune Walkover #1	STA 0+00 - STA 2+45			X	X	X	X	X																			
Boardwalk, Pavilion, & Access Mat	STA 0+00 to STA 2+50								X	X	X	X	X	X	X												
Install Boardwalk Entrance	STA 0+00 to STA 0+25														X	X	X										
Final Grading, Sitework, & Landscaping	Project Limits														X	X	X										
Substantial Completion / Inspection	Project Limits																	X	X								
Final Punchout	Project Limits																		X	X	X	X					
Project Completion	Project Limits																					X					

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 19, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.I.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Krystal Strickland, Finance Director
Jeffrey Cozadd, Projects, Grants and Contracts Manager
Michael Burgess, Public Services Director
Lisa Firth, Parks & Rec Director

DATE: August 19, 2024

SUBJECT: Capital Project Status - **Informational Only**

I. BACKGROUND: This item is informational only.

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

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

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Informational only.

Attachments:

1. 2024 0813 Monthly Capital Project Status Report

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report

COUNCIL/ MGMT OBJECTIVE	October 1, 2023 to August 14, 2024		FY2024 Budget*	YTD Actuals	YTD Encumbrances	FY2024 Available Budget	Status	Notes
PRIORITY	Citizen/Council Directed							
1.6	EN615	Cross-Town Connector	\$ 8,927,761	\$ 229,764	\$ 96,641	\$ 8,601,356	Ongoing	Demolition complete. EIR update underway. NWFWMMD permitting process underway. Major subdivision and DO submitted to City July 2024.
1.2	CM001	Crystal Beach Acquisition & Development	2,387,862	15,818	22,105	2,349,939	Ongoing	Crystal Beach purchased and cleared. TDC has presented the 30% beach park design. Awaiting plan revisions to bring to Parks & Rec and Council.
1.2	CM002	Tarpon Beach Acquisition & Development	1,941,657	44,351	4,694	1,892,612	Ongoing	County has provided 90% plans. All permits except City permits have been acquired. Construction scheduled Fall of 2024.
1.1	CENTR	City Center Feasibility/Planning/Design	155,000	49,325	105,675	-	Ongoing	Survey issued (over 1000 responses to date). First charette completed in July. SRS met with Publix. SRS met with Council members. Public workshop was held Aug 6th. SRS compiling data and will report to Council Fall 2024.
1.2	HRB1	Land Acquisition 1 Harbor Blvd	9,100,000	9,038,530	23,979	37,491	Complete	Closed on property 10/17/23. Security fencing being installed per council guidance.
1.3	UNDER	Undergrounding	16,868,978	869,379	981,543	15,018,056	Ongoing	ADS construction contract awarded. 97/100 (97%) easements have letters of intent. Completed 28/61 surveys to finalize and record easements (14/100 recorded). Two batches of materials have arrived.
1.11	MARIN	City Marina	-	-	-	-	Paused	Funds moved to CENTR
1.5	CRH60	Pedestrian Pathway Under the Marler Bridge	282,763	25,314	257,449	-	Ongoing	Baskerville Donovan EN617 US98/Stahlman PD&E Study expanded to Airport Road PLUS CHR60 Pathway. Survey of 1 Harbor Blvd complete. Under bridge prathway concept planned for Parks & Rec end of August.
	Renewal & Replacement		-	-	-	-		
3.2	RR051	General Government	166,426	9,265	-	157,161	Ongoing	City Hall HVAC replaced. Building Inspection recommends removing port cochere at City Hall.
3.2	RR052	Public Safety	241,806	9,265	-	232,541	Ongoing	City Hall Annex HVAC replaced. Quotes received to replace HVAC at Sheriff's Substation.
3.2	RR053	Physical Environment (Stormwater, Cemetery)	224,938	56,963	112,175	55,800	Ongoing	Harbor sluice gate arrived. Harbor flap valve purchase moved to 2025 to accommodate emergency pump replacement at Heritage Run (lightening strike damage).
3.7, 3.9	RR054	Roads, Sidewalks, Street Lighting (Gas Tax 1 + GF RR Fund)	2,957,868	2,644,348	47,191	266,329	Ongoing	Legion Dr (Main Street to Beach Dr), Matthew Blvd and a short section of John Ave, Moreno Point Rd, Main St, Zerbe, and Calhoun Ave all complete.
3.2	RR571	Library	127,500	97,655	7,039	22,806	Ongoing	Carpet is installed. Heat Pump #1 replaced. Save remaining amount 'til architectural plan update completed.

COUNCIL/ MGMT OBJECTIVE	October 1, 2023 to August 14, 2024		FY2024 Budget*	YTD Actuals	YTD Encumbrances	FY2024 Available Budget	Status	Notes
3.2	RR572	Parks and Recreation	1,017,247	261,013	24,640	731,594	Ongoing	Com Ctr HVAC replaced. MSC sod replaced. MSC windows replaced. Replaced MSC HVAC. Threadgill duggout roofs repaired. Internal Txfr to start MSC Playground. Move remainder to FY25 to replace MSC field lights and Com Ctr windows.
3.2	RR573	Other Facilities (i.e. Museum)	4,500	-	-	4,500	Ongoing	
3.2	RRVEH	Prior Year Replacement Vehicles Ordered	475,960	302,988	172,971	-	Ongoing	Dumptruck (Fall 2024), Bronco and Sprayer have both been delivered.
3.2	RRV11	Replace Building Fund Vehicles	76,000	56,750	-	19,250	Complete	Complete.
3.2	RRV51	Replace General Government Vehicle	23,000	-	-	23,000		
3.2	RRV54	Replace Public Works Vehicles	365,000	239,877	84,085	41,038	Ongoing	2024 Ford F750 Urban Forestry Unit was received mid December. F-550 on order.
3.2	RRV57	Replace Parks & Rec Vehicles	113,000	28,375	74,957	9,668	Ongoing	Ford Maverick delivered and in service. Gators being delivered 07/19/2024. Replacement 48" mower delivered 07/16/2024.
	Growth Necessitated & Comp Plan		-	-	-	-		
	CE002	Code Enforcement Equipment	10,000	6,276	-	3,724	Ongoing	Communication equipment received.
	LB002	Library Impact Fee Projects	190,000	-	-	190,000	Ongoing	Staff Parking expansion: engineering working on design, library has chosen light fixtures for staff parking and ADA parking. Photometric plans received FPL. In for City permitting. Public Works is pricing the project.
1.7	TR619	Sibert-Zerbe Parking Lot Consolidation	525,000	-	-	525,000	Paused	Area to be used as staging area for undergrounding materials July 2024 - Spring 2026.
3.9	TR620	ADA Transition - Pedestrian Facilities	23,094	23,490	-	(396)	Complete	Final deliverables received December 2023.
	Other Capital Projects		-	-	-	-		
	ARP	Stormwater Infrastructure Projects	1,093,347	479,713	547,385	66,250	Ongoing	Projects completed include Juanita Ave, Benning at Sibert and Benning at Bay, 541 Sibert. Indian Bayou project completed. Okeechobee under review to start. Joe's Bayou, Indian Bayou Dr, Industrial Pk Dr, and CCW @ Chickasaw in process.
	BDVEH	New Vehicle for Building Inspection Dept (Building Fund)	40,000	-	28,375	11,625	Ongoing	Approved on 01/08/24 consent agenda and ordered. (Ford Maverick) to arrive in Aug-Sept 2024.
	CEVEH	New Vehicle for Code Enforcement (expanding department)	46,000	46,018	-	(18)	Complete	Received and In-service.
	CRT64	Wayfinding	-	-	-	-	On Hold	
4.15	CRT17	Destin Multi-Use Trail	500,191	218,238	281,952	-	Ongoing	DAG is working on the design. Public Workshop was held in December. 60% plans brought to Council July 8. Next step 90% design to go to Parks & Rec Committee and Council. Need easements and permits.

COUNCIL/ MGMT OBJECTIVE	October 1, 2023 to August 14, 2024		FY2024 Budget*	YTD Actuals	YTD Encumbrances	FY2024 Available Budget	Status	Notes
	DREDG	Dredge Harbor Channel (study plus dredging)	110,100	20,580	-	89,520	Ongoing	Bathymetric study data has been submitted to County. Internal design is complete. Three quotes attained (\$500k- \$1.3m). Reaching out to regional communities for potential mobilization fee savings. Potential partnership with County.
	HURRC	Hurricane Response	100,000	13,325	-	86,675		January 2024 storm cleanup.
	IT003	Other Hardware/Software Replacements	140,000	-	-	140,000	Ongoing	UKG timekeeping went live July 2024. Open Voting System installed. Aclarian (finance) and MGO (licensing & Permitting) draft contracts for Council August meeting.
	IT004	Council Chambers Audio-Video	30,000	23,498	-	6,502	Complete	Three TV/monitors replaced; camera replaced. All new laptops configured.
	LBOOK	Annual additions to Library collections	60,700	45,471	-	15,229	Ongoing	
	PE003	Vulnerability Assessment	226,000	13,930	212,070	-	Ongoing	Kick Off meeting held 10/31. Public workshop was held in January. Grant Amendment #1 to increase grant and Dewberry contract approved 3/18/24.
	RC124	Morgan's Children's Park Playground Structure	100,000	-	-	100,000	Ongoing	Internal Budget Amendment approved 8/12/24. Fresh OMNIA quote to be presented to Council 8/19/24 with option for RFP.
	RC125	Buck Destin Restrooms	199,544	-	115,501	84,044	Ongoing	Architect, engineering design, and permitting underway. Engineering design will determine site work cost. Sitework to be scheduled early FY 2025.
4.16	RC127	Pickleball Court	455,310	54,101	26,049	375,160	Ongoing	60% designs shared with Parks & Rec and Council March 2024. 90% designs shared with Parks & Rec and Council May/June 2024. 100% design nearly complete. Next steps: council approval then RFP for construction.
	RC128	Morgan Sports Complex - Bathrooms/Fieldhouse	250,000	-	-	250,000	Paused	Storage building design is consolidated with bathroom/fieldhouse design. Paused 'til FY 2025 awaiting potential grant funding.
	RC134	Morgan Sports Complex - Artificial Infields	-	-	-	-	Paused	8/12/24 moved \$200k to MSC Playground.
	RC129	Morgan Sports Complex - Field Lighting (LED)	-	-	-	-	Paused	Moved to FY 2025 to complete all 34 poles at one time (\$1.3m). (RR)
4.11	RC216	Clement Taylor Park Renovations	1,579,808	-	7,243	1,572,565	Ongoing	Subaward from County executed. Pilings at CTP beach removed. Volleyball courts set up by Destin Forward. Construction RFP has been reviewed/approved by Council. Revised RFP due for opening 8/28/24.
	SW56	Outfall at Mattie Kelly Pier	175,000	19,005	47,495	108,500	Ongoing	Design/permitting contract approved by Council 04/01/24. Jenkins has completed surveying and environmental/wetland work underway. Next steps: Council to approve design, then to issue construction RFP in FY2025.
	SW58	Chickasaw Strmwtr Remediation	600,000	-	-	600,000	Cancelled	This project covered by ARPA funds. This 1/2 Penny Infrastructure surtax becomes available for future budgeting.

COUNCIL/ MGMT OBJECTIVE		October 1, 2023 to August 14, 2024	FY2024 Budget*	YTD Actuals	YTD Encumbrances	FY2024 Available Budget	Status	Notes
	TRSAF	Intersection Safety	104,888	4,888	-	100,000	Ongoing	Committee will consider use of funding at their Aug 13 meeting.
	XMAS	Capitalizable Christmas Décor	28,643	28,643	-	-	Completed	Items ordered FY23 received mid-December FY24.
		Total Projects	52,049,047	14,980,309	3,281,216	33,787,523		

CITY OF DESTIN 5-YEAR CAPITAL IMPROVEMENT PLAN

STRATEGIC OBJECTIVE			PY	FY 2024	PRIOR YEAR +	YTD ACTUALS +	FY 2024	NOTES
			Encumbrances rolling forward 09/30/23	REVISED BUDGET	FY 2024 ADOPTED	Encumbrances	REMAINING BUDGET	
3.2	RR572	Parks and Recreation	67,325	949,922	1,017,247	285,653	731,594	see details below
3.2	RRV57	Vehicles for Parks & Recreation	-	113,000	113,000	103,332	9,668	see details below
5.1	RC124	Morgan Children's Park Playgrou	-	100,000	100,000	-	100,000	START ASAP. Fresh OMNIA Quote for Aug 19, 2024.
xxx	RC125	Buck Destin Restrooms	99,544	100,000	199,544	115,501	84,044	On hold awaiting architectural services. Install in Oct 2024?? (to be encumbered: DWU ww/w lines; D&D electrical; DAG architectural building plan; Plumber TBD)
4.16	RC127	Pickleball Court	50,150	350,000	400,150	80,150	320,000	In permitting. RFP will be released upon confirmation of permits. Might move to FY 25.
5.1	RC128	Morgan Bathrooms/Storage/Fiel	-	250,000	250,000		250,000	FY2024 encumber architectural, engineering and permitting. Move Construction to FY 2025 (applying for \$50k FRDAP gran for construction). Storage/fieldhouse side of bathrooms is for sporting equipment.
5.1	RC129	Morgan - Field Lighting (LED)	-	255,000	255,000		255,000	MOVE \$255k TO FY25. Funds insufficient, and s/b RR. Move balance to FY 2025 to replace lights \$1.3m.
5.1	RC130 RC134	Morgan - Artificial Infields	-	-	-		-	Moved \$200k to RR572 to Playground Replacement.
4.11	RC216	Clement Taylor Park Renovations	7,243	1,596,180	1,603,423	7,243	1,596,180	MOVE \$1.5m TO FY25. Due to non-responsive bids, move to FY 2025 and increase to \$1.7m.
Total Projects			224,263	3,714,102	3,938,365	591,879	3,346,486	

RR DETAILS			Prior Year Rollforward	FY 24 Adopted	PRIOR YEAR + FY 2024	YTD Actuals + Encumbrances	Remaining Budget	NOTES
RR572	57 Community Center	Window replacement		70,970	70,970	-	70,970	Moved \$129,030 to Playground. Council motion 7/8/24 to address all leak issues for \$717k
RR572	57 Dalton Threadgill	Replace Roof		7,422	7,422		7,422	Gordon Roofing donated time and materials to fix roofs of 4 duggouts.
RR572	57 Community Center	HVAC replacement (FM)	42,685	40,500	83,185	42,685	40,500	One heatpump 5 years past due for replacement
RR572	57 Morgans Sports Ce	Replace Fencing/netting		11,040	11,040	11,040	-	Moved \$288,960 to Playground
RR572	57 Morgans Sports Ce	Replace Shed	24,640		24,640	24,640	-	Plan to replace existing field maint equipment shed near MSC parking lot. Need FY2024 add'l \$22k for Engineering Design and Permitting. FY 2025 Sitework est \$50k.
RR572	57 Morgans Sports Ce	Replace Playground		617,990	617,990		617,990	Most of playground deconstructed after playground inspection report. New playground proposed will be ADA friendly (upgrade, broadens service).
RR572	57 Morgans Sports Ce	Replace Sod		140,000	140,000	145,051	(5,051)	
RR572	57 Morgans Sports Ce	HVAC		12,000	12,000	21,050	(9,050)	
RR572	57 Morgans Sports Ce	Windows		50,000	50,000	29,803	20,197	
RR572	57 Morgans Sports Ce	Replace Sprayer			-	11,384	(11,384)	
	RR572	Parks and Recreation	67,325	949,922	1,017,247	285,653	731,594	
		REPLACE 2012 JD Mower				11,491		Purchased John Deere z920M ZTRAK
		REPLACE 3 2016 JD GATORS				47,600		Purchased 3 John Deere HPX615E Gators
		REPLACE 2017 JD GATOR				15,867		Purchased 1 John Deere HPX615E Gator
		REPLACE 2017 F150				28,375		Purchased 2024 Ford Maverick
3.2	RRV57	Vehicles for Parks & Recreation	-	113,000	113,000	103,332	9,668	

CITY OF DESTIN 5-YEAR CAPITAL IMPROVEMENT PLAN

STRATEGIC OBJECTIVE			PY Encumbrances rolling forward 08/14/23	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
PRIORITY	Citizen/Council Directed								
1.2	HRB1	1 Harbor Blvd/1 Calhoun Waterfront Land	\$ -	\$ 9,100,000	\$ -	\$ -	\$ -	\$ -	\$ 9,100,000
1.3	UNDER	Undergrounding	894,344	16,000,885	-	-	-	-	16,000,885
1.6	EN615	Cross-Town Connector	43,485	9,003,151	-	-	-	-	9,003,151
1.2	CM001	Beach Acquisition/Beach Park Development	81,826	4,969,622	-	-	-	-	4,969,622
5.2	DREDG	Dredge Harbor	-	110,100	-	-	-	-	110,100
1.7	TR619	Sibert-Zerbe Parking Lot Consolidation	-	525,000	-	-	-	-	525,000
1.1	CENTR	City Center - Concept Design	-	50,000	-	-	-	-	50,000
1.11	MARIN	City Marina	-	50,000	-	-	-	-	50,000
1.10	TR621	Transit: Trolley, Ferry	-	-	-	-	-	-	-
xxx	SW56	Mattie Kelly Naturewalk Outfall	-	175,000	1,200,000	-	-	-	1,375,000
	Renewal & Replacement								
3.2	RR051	General Government	1,207	155,000	194,160	15,120	-	-	364,280
3.2	RR052	Public Safety	8,369	230,380	-	126,760	53,200	-	410,340
3.2	RR053	Physical Environment (Stormwater, Cemetery)	149,938	75,000	750,000	74,000	-	-	899,000
3.7	RR054	Roads, Sidewalks, Street Lighting	300,884	2,537,780	1,076,200	1,082,100	1,088,100	1,094,200	6,878,380
3.2	RR056	Human Services (Food4Thought Bldg)	-	-	6,760	-	-	-	6,760
3.2	RR571	Library	-	127,500	-	14,580	-	8,700	150,780
3.2	RR572	Parks and Recreation	67,453	749,922	230,400	114,050	402,200	394,000	1,890,572
3.2	RR573	Other Facilities (i.e. Museum)	-	4,500	-	-	-	6,960	11,460
3.2	RRV11	Vehicles for Bldg Inspectors	-	76,000	-	-	-	45,600	121,600
3.2	RRV51	Vehicles for General Government	-	23,000	-	33,600	-	45,600	102,200
3.2	RRV52	Vehicles for Public Safety (Code)	-	-	41,040	-	88,160	45,600	174,800
3.2	RRV54	Vehicles for Public Works	-	365,000	41,040	33,600	-	162,000	601,640
3.2	RRV57	Vehicles for Parks & Recreation	-	113,000	89,640	-	44,080	-	246,720
3.2	RRVEH	Vehicles	670,331	-	-	-	-	-	-
	Growth Necessitated & Comp Plan								
5.4	CE002	Code Enforcement Equipment	-	30,000	20,000	-	-	-	50,000
1.5	CRH60	Pedestrian Pathway Under Marler Bridge	149,571	-	-	-	-	-	-
1.4	EN617	Stahlman/US98 Intersection	-	-	-	-	-	-	-
5.3	LB002	Library Impact Fee Projects	-	190,000	-	-	-	-	190,000
xxx	TR620	ADA Transition - Pedestrian Facilities	25,487	-	-	-	-	-	-
1.7	TR622	General Parking Improvements	-	-	75,000	-	-	-	75,000
	Other Capital Projects								
4.14	ARP	Stormwater Infrastructure Projects	734,853	312,000	-	-	-	-	312,000
5.5	BDVEH	New Inspector Vehicles	-	40,000	-	-	-	-	40,000
5.4	CEVEH	New Code Enforcement Vehicles	-	46,000	-	-	-	-	46,000
4.8	CRH63	Captain Royal Melvin Heritage Park and Plaza	9,614	-	-	-	-	-	-
4.15	CRT17	Destin Multi-Use Trail	570,000	-	-	1,000,000	-	-	1,000,000
5.6	HURRIC	Hurricane Response	-	100,000	-	-	-	-	100,000

STRATEGIC OBJECTIVE			PY Encumbrances rolling forward						
			08/14/23	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
xxx	IT003	Other Hardware/Software Replacements	-	170,000	-	-	-	-	170,000
5.1	RC124	Morgan Children's Park Playground Structure	-	100,000	-	-	-	-	100,000
xxx	RC125	Buck Destin Restrooms	99,544	100,000	-	-	-	-	100,000
4.16	RC127	Pickleball Court	-	350,000	-	-	-	-	350,000
5.1	RC128	Morgan Bathrooms/Storage/Fieldhouse	-	250,000	-	-	-	-	250,000
5.1	RC129	Morgan - Field Lighting (LED)	-	255,000	175,000	75,000	-	-	505,000
5.1	RC130 RC134	Morgan - Artificial Infields	-	200,000	400,000	-	-	-	600,000
5.1	RC131	Morgan - Field Lining Robot	-	-	-	50,000	-	-	50,000
4.11	RC216	Clement Taylor Park Renovations	15,968	1,596,180	-	-	-	-	1,596,180
4.14	SW57	CTP Stormwater Mitigation	-	60,000	-	-	-	-	60,000
4.14	SW58	Chickasaw Ct Stormwater Remediation	-	600,000	-	-	-	-	600,000
5.7	TRSAF	Intersection Safety	62,500	100,000	100,000	100,000	100,000	100,000	500,000
xxx	XMAS	Holiday Decorations	35,804	-	-	-	-	-	-
Total Projects			\$ 3,921,176	\$ 48,940,020	\$ 4,399,240	\$ 2,718,810	\$ 1,775,740	\$ 1,902,660	\$ 59,736,470

Funding Sources			PY Encumbrances rolling forward						
			08/14/23	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
General Fund	30058585	RR GENERAL	983,776	\$ 3,792,782	\$ 1,835,040	\$ 893,710	\$ 1,069,640	\$ 1,144,860	\$ 8,736,032
General Fund	30558500	GENERAL FUND	265,083	1,972,262	595,000	125,000	-	-	2,692,262
TC CRA	10258500	TOWN CENTER CRA	415,804	-	-	1,000,000	-	-	1,000,000
Harbor CRA	11058500	HARBOR CRA	-	9,100,000	-	-	-	-	9,100,000
Building Fund	11152441	BUILDING FUND	-	116,000	-	-	-	45,600	161,600
Parking Fund	12254500	PARKING FUND	60,340	525,000	75,000	-	-	-	600,000
Tech Fund	12552400	TECHNOLOGY FUND	-	85,000	-	-	-	-	85,000
Oka 1/2 Penny	12953831	OKA 1/2 STORMWATER	-	835,000	1,200,000	-	-	-	2,035,000
Oka 1/2 Penny	12953931	OKA 1/2 UNDERGROUNDING	894,344	1,000,000	-	-	-	-	1,000,000
Oka 1/2 Penny	12954100	OKA 1/2 PUBLIC WORKS & SAFETY	62,500	100,000	100,000	100,000	100,000	100,000	500,000
Oka 1/2 Penny	12957231	OKA 1/2 BEACH ACQ	-	-	-	-	-	-	-
Debt	32453900	2024 Bond Issuance	-	16,004,319	-	-	-	-	16,004,319
Gas Taxes	30054131	GAS TAX#1 RR ROADS	4,127	588,300	594,200	600,100	606,100	612,200	3,000,900
Gas Taxes	31554031	GAS TAX#2 COMP PLAN	-	1,000,000	-	-	-	-	1,000,000
Impact Fees	31552000	POLICE IMPACT FEES	-	10,000	-	-	-	-	10,000
Impact Fees	31554032	MULTI-MODAL IMPACT FEES	25,487	26,307	-	-	-	-	26,307
Impact Fees	31554132	ROAD IMPACT FEES	40,120	1,575,000	-	-	-	-	1,575,000
Impact Fees	31557132	LIBRARY IMPACT FEES	-	190,000	-	-	-	-	190,000
Impact Fees	31557232	PARK IMPACT FEES	-	474,000	-	-	-	-	474,000
Restricted	12753700	NPEB	149,938	110,000	-	-	-	-	110,000

STRATEGIC OBJECTIVE			PY Encumbrances rolling forward 08/14/23	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
Restricted	12753800	STORMWATER TRUST FUND	-	-	-	-	-	-	-
Franch fees	31553977	ELECTRIC FRANCHISE UNDERGROUNDING	-	2,000,000	-	-	-	-	2,000,000
Grant	30554100	BOCC XTOWN CONSTRUCTION	-	3,300,000	-	-	-	-	3,300,000
Grant	30554133	FDOT TRIP GRANT	3,364	98,410	-	-	-	-	98,410
Grant	30554200	STATE GRANT LINEAR TRL	190,000	-	-	-	-	-	-
Grant	30557133	LIBRARY/MUSEUM GRANTS	-	-	-	-	-	-	-
Grant	30557233	RESTORE PARK GRANT	-	729,918	-	-	-	-	729,918
Grant	30557212	TDC 12.5% (includes Advanced Funding)	91,440	2,254,115	-	-	-	-	2,254,115
Grant	30557237	BOCC (TDC) BEACH ACQ GRANT	-	2,715,607	-	-	-	-	2,715,607
Grant	30555900	AMERICAN RESCUE PLAN	734,853	312,000	-	-	-	-	312,000
Grant	31557236	MORGANS KID PARK GRANT	-	26,000	-	-	-	-	26,000
Total Sources			\$ 3,921,176	\$ 48,940,020	\$ 4,399,240	\$ 2,718,810	\$ 1,775,740	\$ 1,902,660	\$ 59,736,470
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

		FY 2024 Adopted Budget	5-Year Funded Capital Plan Amount	Additional Funds Needed
Council Objectives				
1.1	Work with Stakeholders to pursue a Destin City Center	\$ 50,000	\$ 50,000	
1.2	Public waterfront acquisition initiative	14,069,622	14,069,622	5,100,000
1.3	Underground utilities	16,000,885	16,000,885	
1.4	Stahlman/US 98 pedestrian and vehicle Improvements in cooperation with FDOT	-	-	
1.5	Pedestrian access concepts under the Marler Bridge	-	-	
1.6	Two-lane Crosstown Connector	9,003,151	9,003,151	4,550,000
1.7	Improve parking, explore options (parking garage, surface parking)	525,000	600,000	
1.8	Annexation of unincorporated enclaves	-	-	
1.9	Morgan Sports Center and Dalton Threadgill Park Master Plan for renovations	-	-	
1.10	Support for regional Transit and Ferry systems	-	-	
1.11	City Marina (Phase 1 Feasibility Study)	50,000	50,000	
1.12	Support Beach Re-nourishment, planning, scheduling in partnership with the County/State	-	-	
1.13	Support regional workforce housing initiatives	-	-	
Management Objectives		-	-	
2.1-2.11	These are management-related, not capital project related	-	-	
Management in Progress (capital projects only listed below)		-	-	
3.1	Memorialize institutional knowledge			
3.2	Plan for renewal and replacement of city facilities and infrastructure	1,919,302	4,980,152	15,000,000
3.3	Monitor and Manage current grant and funding awards	-	-	
3.4	Find and secure new funding opportunities for city services and city projects OPR:GPC	-	-	
3.5	Complete land development code revisions	-	-	
3.7	Implement a pavement management program	2,537,780	6,878,380	
3.9	Improve sidewalks (wider, more walkable)	-	-	

		FY 2024 Adopted Budget	5-Year Funded Capital Plan Amount	Additional Funds Needed
Major Projects		-	-	
4.1	Implement and Manage COMPASS software	-	-	
4.2	Harbor Capacity Study	-	-	
4.3	Impact Fee Study	-	-	
4.4	Building Permit Fee Study	-	-	200,000
4.5	Develop and Implement the Mobility Plan and associated Fees	-	-	
4.6	Update Business Tax Receipts (BTR) Fee Schedule and processes	-	-	
4.7	Research Stormwater Utility options and Funding	-	-	
4.8	Construct Capt Royal Melvin Heritage Park	-	-	
4.9	FDOT Median Improvement project	-	-	
4.10	Norriego Point Park Improvements Phase III - Recreation Components	-	-	340,000
4.11	Renovate Clement Taylor Park (Pending Funding)	1,596,180	1,596,180	
4.12	Redevelop Joe's Bayou Recreation Area	-	-	
4.13	Continuity of streetlights/ Conversion to LEDS (In Progress)	-	-	
4.14	Implement prioritized stormwater improvements based on the Stormwater Master Plan	972,000	972,000	
4.15	Linear Park (in partnership with FPL) secure additional funding, complete design, secure required easements, construct trail	-	1,000,000	
4.16	Pickleball Courts: Secure additional Funding, acquire land, complete design and construct	350,000	350,000	56,000
TOTAL for items on the Strategic Plan		\$ 47,073,920	\$ 55,550,370	\$ 25,246,000
TOTAL 5-Year CAPITAL BUDGET		\$	59,736,470	
% FOR STRATEGIC PLAN			93%	

		FY 2024 Adopted Budget	5-Year Funded Capital Plan Amount	Additional Funds Needed
NOT ON COUNCIL OBJECTIVE LIST:				
5.1	Upgrades to Morgan Sport Center (Bathrooms; LED lighting; Artificial Infields; Field Lining Technology)	805,000	1,505,000	
5.2	Dredge Harbor Channel	110,100	110,100	750,000
5.3	Upgrade/Remodel and expand Library	190,000	190,000	
5.4	Code Enforcement New Equipment	76,000	96,000	
5.5	Building Inspector New Equipment	40,000	40,000	
5.6	Hurricane Response (first 30 days; Debris Removal)	100,000	100,000	
5.7	Public Works Safety Committee - Intersection and Crossing Safety	100,000	500,000	
xxx	Other small projects	445,000	1,645,000	
	107 Study (Harbor)	-	-	1,500,000
	Upgrade/Remodel and expand Community Center	-	-	15,000,000
	North sidewalk of Mountan Drive	-	-	900,000
	Beach Circle culv Construction	-	-	125,000
	500 Osceola Dr culv Construction	-	-	125,000
	Crystal Beach one way study	-	-	12,755
	MMTD Master streetlighting study	-	-	150,000
	Traffic Calming measures	-	-	60,000
	Pine street extension - Design Only	-	-	150,000
	Design of park elements at Crosstown Road	-	-	150,000
	Stormwater - Replace piping; Re-establish Swales	-	-	150,000
	Mattie Kelly Naturwalk Outfall			1,200,000
	Other projects on Unfunded Detail List	-	-	12,778,525
TOTAL for additional projects not on Plan		\$ 1,866,100	\$ 4,186,100	\$ 33,051,280
<i>TOTAL for all projects</i>		<i>\$ 48,940,020</i>	<i>\$ 59,736,470</i>	<i>\$ 58,297,280</i>

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 19, 2024
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.J.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Krystal Strickland, Finance Director

DATE: August 13, 2024

SUBJECT: Operations Financial Report - Informational Only

I. BACKGROUND: This item is informational only.

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

Highlights of the period ending 06/30/2024:

At the end of June we were 75% of the way through Fiscal Year 2024, which is October 1 - September 30, 2024.

100% of Ad Valorem (property) taxes have been received. The majority of property taxes arrive in January/February.

We have expended and encumbered 69% of the Operating Budget.

We have expended and encumbered 35% (\$17.9m/\$51.8m) of the Capital Budget.

The net change in total fund balance is a year-to-date a decrease of \$1.9 million. This includes the \$9 million acquisition of property at 1 Harbor Boulevard.

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

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

III. CONCLUSION:

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

Attachments:

1. 2024p09 JUNE YTD Actual TREND

City of Destin, Florida

Balance Sheet - Governmental Funds

	01, 700	102	110	111	122, 125, 127, 129	209, 213, 214, 221	300, 305, 315	2024
	General Fund	1998-2028 or to 2037 Town Center CRA	2003-2043 Harbor CRA	Florida Building Code Fund	Other Special Revenue Funds	Debt Service Funds	Capital Project Funds	Total Governmental Funds
As of June 30, 2024								
Assets								
Cash and cash equivalents	\$ 9,638,268	\$ -	\$ -	\$ -	\$ 1,999,605	\$ -	\$ 548,218	\$ 12,186,091
Restricted cash and cash equivalents	-	2,677,630	809,297	156,472	6,987,477	533,000	8,079,779	19,243,656
Investments	14,785,214	-	-	-	-	-	-	14,785,214
Due from other funds	105,193	-	-	-	-	-	114,340	219,533
Due from other governments	328,836	-	-	-	144,622	-	3,796	477,255
Advance to other funds	2,261,624	-	-	-	-	-	-	2,261,624
Accounts receivable - other	259,221	-	-	-	-	-	90,466	349,687
Prepaid items	135,251	-	-	-	-	-	-	135,251
Total assets	\$ 27,513,607	\$ 2,677,630	\$ 809,297	\$ 156,472	\$ 9,131,704	\$ 533,000	\$ 8,836,599	\$ 49,658,311
Liabilities, deferred inflows of resources and fund balances								
Liabilities:								
Accounts payable	175,380	2,636	2,348	4,408	18,540	-	35,297	238,609
Accrued payroll	5,834	-	-	-	-	-	-	5,834
Unearned Revenue	262,290	-	-	-	-	-	816,986	1,079,276
Due to other funds	114,340	-	-	-	-	-	105,193	219,533
Advance from other funds	-	2,261,624	-	-	-	-	-	2,261,624
Total liabilities	557,843	2,264,259	2,348	4,408	18,540	-	957,476	3,804,876
Deferred inflows of resources								
Unavailable revenue	-	-	-	-	-	-	-	-
Deferred revenue	-	-	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-	-	-
Fund balances:								
Nonspendable	2,484,588	-	-	-	-	-	-	2,484,588
Restricted	-	177,395	765,405	122,292	331,070	533,000	3,643,312	5,572,474
Committed	10,874,000	-	-	-	7,833,040	-	2,150,701	20,857,741
Assigned	1,596,146	235,976	41,545	29,772	949,054	-	2,085,111	4,937,604
Unassigned	12,001,029	-	-	-	-	-	-	12,001,029
Total fund balances (deficit)	26,955,764	413,371	806,949	152,064	9,113,164	533,000	7,879,123	45,853,436
Total liabilities, deferred inflows of resources and fund balances	\$ 27,513,607	\$ 2,677,630	\$ 809,297	\$ 156,472	\$ 9,131,704	\$ 533,000	\$ 8,836,599	\$ 49,658,312
check figures	\$ (0)	\$ (0)	\$ 0	\$ -	\$ -	\$ 0	\$ 0	\$ (0)

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

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

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

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

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

CITY OF DESTIN
10/01/2023 - 06/30/2024

SUMMARY ALL FUNDS	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
Ad Valorem Taxes	\$ 12,184,032	\$ 12,380,709		\$ 12,456,745	\$ (196,677)
Tax Increment Financing (TIF)	1,952,514	1,954,311		1,954,311	(1,797)
Delinquent Ad Valorem Taxes	5,000	(132)		1,784	5,132
Sales and Use Taxes	1,906,423	1,429,327		1,880,185	477,096
Licenses and Permits	5,846,630	3,910,999		5,604,932	1,935,631
Impact Fees	105,500	122,991		219,114	(17,491)
Intergovernmental	16,050,024	4,015,805		7,517,930	12,034,219
Charges for services	1,195,050	1,047,926		1,617,131	147,124
Fines and Forfeitures	109,400	45,493		82,733	63,907
Investment Income	391,170	1,306,734		1,681,448	(915,564)
Contributions	3,880	7,024		7,995	(3,144)
Miscellaneous income	5,201	103,456		120,882	(98,255)
TOTAL REVENUES	39,754,824	26,324,642	-	33,145,191	13,430,183
<i>check figures:</i>	<i>39,754,824</i>	<i>26,324,641</i>	<i>-</i>	<i>33,145,191</i>	<i>13,430,183</i>
General Government	5,361,903	3,079,513	293,032	4,424,063	1,989,358
Public Safety	5,568,640	3,759,777	866,344	5,258,813	942,519
Physical Environment	643,813	254,373	233,344	567,384	156,096
Transportation	2,262,936	1,373,804	85,075	1,898,803	804,058
Economic Environment	395,674	146,651	8,824	217,431	240,199
Health & Human Services	107,370	50,111	40,632	91,493	16,627
Culture and Recreation	5,300,929	3,212,144	94,644	4,478,056	1,994,141
Debt Service	3,441,092	1,778,249	77,742	3,442,181	1,585,100
Capital Outlay	51,822,459	14,630,240	3,317,576	18,298,466	33,874,643
TOTAL EXPENDITURES	74,904,815	28,284,861	5,017,213	38,676,689	41,602,741
<i>check figures:</i>	<i>74,904,815</i>	<i>28,284,861</i>	<i>5,017,213</i>	<i>38,676,689</i>	<i>41,602,741</i>
Excess (deficiency) of revenues over expenditures	(35,149,991)	(1,960,219)		(5,531,498)	
Proceeds from issuance of debt	25,421,123	-	-	-	25,421,123
Transfers In	51,939,779	14,502,092	-	15,858,872	37,437,687
Transfers Out	(51,939,781)	(14,502,092)	-	(15,858,872)	(37,437,689)
Total other financing sources (uses)	25,421,121	-	-	-	25,421,121
Net change in fund balances	(9,728,870)	(1,960,219)		(5,531,498)	
Fund Balance, Beginning	47,813,655	47,813,654		47,813,655	
Fund Balance, Ending	38,084,785	45,853,435		42,282,157	
		45,853,434			

*FY2024 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

FUND BALANCE SUMMARY ALL FUNDS	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 PROJECTION
Nonspendable (Town Center CRA + prepaids)	2,361,624	2,484,588	2,162,544
Restricted (FL Statute & Debt Covenants)	2,660,871	5,572,474	6,730,608
Committed (Council Resolutions & Motions)	18,130,901	20,857,741	22,190,947
Assigned (contracts/PO balances)	3,085,933	4,937,604	3,209,442
Unassigned	11,845,456	12,001,029	7,988,617
Ending Fund Balance	38,084,785	45,853,435	42,282,157

CITY OF DESTIN
10/01/2023 - 06/30/2024

01 GENERAL FUND	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
01-31 Ad Valorem Taxes	11,073,047	11,269,724		11,345,760	(196,677)
01-31 Delinquent Ad Valorem Taxes	5,000	(132)		1,784	5,132
01-31 Sales and Use Taxes	1,639,411	1,256,605		1,640,771	382,806
01-32 Licenses and Permits	3,754,770	2,523,154		3,639,164	1,231,616
01-32 Impact Fees	-	-		-	-
01-33 Intergovernmental	3,862,814	2,326,779		3,618,151	1,536,035
01-34 Charges for Services	615,310	504,410		707,546	110,900
01-35 Fines and Forfeitures	109,400	45,493		82,733	63,907
01-36 Investment Income	373,930	809,757		968,277	(435,827)
01-36 Contributions	3,880	7,024		7,995	(3,144)
01-36 Miscellaneous Income	5,201	83,709		94,235	(78,508)
TOTAL REVENUES	21,442,763	18,826,522	-	22,106,417	2,616,241
01-51 General Government	4,996,407	3,079,513	293,032	4,424,063	1,623,862
01-52 Public Safety	4,260,960	2,994,527	830,947	4,112,462	435,486
01-53 Physical Environment	613,813	242,374	233,344	551,632	138,096
01-54 Transportation	2,104,129	1,324,881	75,775	1,813,391	703,473
01-55 Economic Environment	14,600	10,839	-	14,489	3,761
01-56 Health & Human Services	107,370	50,111	40,632	91,493	16,627
01-57 Culture and Recreation	5,300,929	3,212,122	94,644	4,478,032	1,994,162
01-59 Capital Outlay	162,560	39,894	19,060	97,919	103,606
01-59 Debt Service Principal	91,592	10,999	74,018	92,670	6,575
01-59 Debt Service Interest	7,563	493	3,724	7,494	3,346
TOTAL EXPENDITURES	17,659,922	10,965,752	1,665,176	15,683,645	5,028,994
Excess (deficiency) of revenues over expenditures	3,782,841	7,860,770		6,422,772	
01-38 Proceeds from Issuance of Debt	50,000	-		-	50,000
01-38 Transfers In	8,500,000	-		-	8,500,000
01-58 Transfers Out	(15,784,023)	(13,279,610)		(14,223,066)	(2,504,413)
Total other financing sources (uses)	(7,234,023)	(13,279,610)		(14,223,066)	6,045,587
01 Net change in fund balances	(3,451,183)	(5,418,840)		(7,800,294)	
01 Fund Balance (deficit), Beginning	32,374,606	32,374,606		32,374,606	
01 Fund Balance (deficit), Ending	28,923,423	26,955,765		24,574,312	

Minimum target 12,140,195
resolution 12-20 fund balance policy + \$7.5m for grants

CITY OF DESTIN
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102 TOWN CENTER CRA 1998-2037 (RESTRICTED; ECON DEV)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
102-31 County TIF	1,463,424	1,461,280		1,461,280	2,144
102-31 City TIF (Ad Valorem)	616,955	616,955		616,955	-
102-36 Investment Income	1,350	61,962		81,462	(60,612)
TOTAL REVENUES	2,081,729	2,140,197		2,159,697	(58,468)
102-55 Economic Environment	217,126	76,409	1,300	119,033	139,417
102-59 Capital Outlay	373,738	137,762	235,976	373,738	-
TOTAL EXPENDITURES	590,864	214,171	237,276	492,771	139,417
Excess (deficiency) of revenues over expenditures	1,490,865	1,926,025		1,666,925	
102-38 Transfers In	-	-		-	-
102-58 Transfers Out	(861,660)	(548,908)		(731,928)	(312,752)
Total other financing sources (uses)	(861,660)	(548,908)		(731,928)	(312,752)
102 Net change in fund balances	629,205	1,377,118		934,997	
102 Fund Balance (deficit), Beginning	(963,746)	(963,746)		(963,746)	
102 Fund Balance (deficit), Ending	(334,542)	413,371		(28,749)	

110 HARBOR CRA 2003-2043 (RESTRICTED; ECON DEV)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
110-31 County TIF	489,090	493,032		493,032	(3,942)
110-31 City TIF (Ad Valorem)	494,030	494,030		494,030	-
110-36 Miscellaneous Income	-	19,747		26,647	(19,747)
110-36 Investment Income	1,450	19,594		26,344	(18,144)
TOTAL REVENUES	984,570	1,026,403		1,040,053	(41,833)
110-55 Economic Environment	163,947	59,402	7,524	83,908	97,021
110-59 Capital Outlay	9,100,000	9,028,088	-	9,028,088	71,912
TOTAL EXPENDITURES	9,263,947	9,087,490	7,524	9,111,996	168,933
Excess (deficiency) of revenues over expenditures	(8,279,377)	(8,061,088)		(8,071,944)	
110-38 Transfers In	17,501,307	8,500,000		8,500,000	9,001,307
110-58 Transfers Out	(9,336,335)	(362,613)		(482,835)	(8,973,722)
Total other financing sources (uses)	8,164,972	8,137,387		8,017,165	27,585
110 Net change in fund balances	(114,405)	76,299		(54,779)	
110 Fund Balance (deficit), Beginning	730,649	730,649		730,649	
110 Fund Balance (deficit), Ending	616,243	806,948		675,870	

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111 FLORIDA BUILDING CODE FUND (RESTRICTED; PUBLIC SAFETY)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
111-32 Licenses and Permits	1,021,940	672,147		868,836	349,793
111-36 Investment Income	130	7,694		8,215	(7,564)
TOTAL REVENUES	1,022,070	679,840		877,052	342,230
111-52 Public Safety	1,257,680	762,907	1,397	1,039,548	493,376
111-59 Capital Outlay	116,000	56,750	28,375	85,125	30,875
TOTAL EXPENDITURES	1,373,680	819,657	29,772	1,124,673	524,252
Excess (deficiency) of revenues over expenditures	(351,610)	(139,817)		(247,621)	
111-38 Transfers In	-	-		5,000	-
111-58 Transfers Out	(98,671)	(50,379)		(67,396)	(48,292)
Total other financing sources (uses)	(98,671)	(50,379)		(62,396)	(48,292)
111 Net change in fund balances	(450,281)	(190,196)		(310,017)	
111 Fund Balance (deficit), Beginning	342,260	342,260		342,260	
111 Fund Balance (deficit), Ending	(108,022)	152,064		32,243	
Need to increase Permit Fees					

122 PARKING FUND (COMMITTED; TRANSPORTATION)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
122-34 Charges for Services	579,740	543,517		909,585	36,223
122-36 Investment Income	440	28,459		39,184	(28,019)
TOTAL REVENUES	580,180	571,975		948,769	8,205
122-54 Transportation	158,807	48,906	9,300	85,389	100,601
122-59 Capital Outlay	585,340	60,340	-	60,340	525,000
TOTAL EXPENDITURES	744,147	109,246	9,300	145,729	625,601
Excess (deficiency) of revenues over expenditures	(163,967)	462,730		803,040	(617,397)
122-38 Transfers In	-	-		-	-
122-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	-	-		-	-
122 Net change in fund balances	(163,967)	462,730		803,040	
122 Fund Balance (deficit), Beginning	1,030,856	1,030,856		1,030,856	
122 Fund Balance (deficit), Ending	866,889	1,493,586		1,833,896	

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125 TECH FUND (COMMITTED; PUBLIC SAFETY)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
125-36 Investment Income	420	11,927		14,627	(11,507)
TOTAL REVENUES	420	11,927		14,627	(11,507)
125-52 Public Safety	50,000	2,342	34,000	106,802	13,658
125-59 Capital Outlay	85,000	15,482	-	29,297	69,518
TOTAL EXPENDITURES	135,000	17,824	34,000	136,099	83,176
Excess (deficiency) of revenues over expenditures	(134,580)	(5,897)		(121,472)	
125-38 Transfers In	213,395	139,572		177,669	73,823
125-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	213,395	139,572		177,669	73,823
125 Net change in fund balances	78,815	133,675		56,197	
125 Fund Balance (deficit), Beginning	442,346	442,346		442,346	
125 Fund Balance (deficit), Ending	521,161	576,021		498,543	

127 WATER QUALITY IMPROVEMENT FUND (ENVIRONMENT; RESTRICTED)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
127-32 Licenses and Permits	49,160	109,113		120,487	(59,953)
127-36 Investment Income	320	9,749		13,799	(9,429)
TOTAL REVENUES	49,480	118,862	-	134,286	(69,382)
127-53 Physical Environment	30,000	11,997	-	15,748	18,003
127-53 Capital Outlay	259,938	58,343	112,175	170,518	89,420
TOTAL EXPENDITURES	289,938	70,340	112,175	186,266	107,423
Excess (deficiency) of revenues over expenditures	(240,458)	48,522		(51,980)	
127-38 Transfers In	-	-		-	-
127-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	-	-		-	-
127 Net change in fund balances	(240,458)	48,522		(51,980)	
127 Fund Balance (deficit), Beginning	394,723	394,723		394,723	
127 Fund Balance (deficit), Ending	154,265	443,245		342,743	

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10/01/2023 - 06/30/2024

129 OKA 1/2 PENNY 01/01/2019-12/31/2029 (COMMITTED; CAPITAL OUTLAYS)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
129-33 Intergovernmental	1,726,259	1,149,608		1,777,647	576,651
129-36 Investment Income	4,760	149,626		175,126	(144,866)
TOTAL REVENUES	1,731,019	1,299,235		1,952,773	431,784
129-53 Physical Environment	-	2	-	4	(2)
129-59 Capital Outlay	2,752,821	153,342	836,879	990,220	1,762,600
TOTAL EXPENDITURES	2,752,821	153,343	836,879	990,224	1,762,598
Excess (deficiency) of revenues over expenditures	(1,021,802)	1,145,891		962,549	
129-38 Transfers In	-	-		-	-
129-58 Transfers Out	(353,648)	(260,582)		(353,648)	(93,066)
Total other financing sources (uses)	(353,648)	(260,582)		(353,648)	(93,066)
129 Net change in fund balances	(1,375,450)	885,309		608,901	
129 Fund Balance (deficit), Beginning	5,715,003	5,715,003		5,715,003	
129 Fund Balance (deficit), Ending	4,339,554	6,600,312		6,323,904	

213 DEBT SERVICE 2013 NOTE (RESTRICTED; DEBT SERVICE)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
213-36 Investment Income	250	6,912		6,974	(6,662)
TOTAL REVENUES	250	6,912		6,974	(6,662)
213-59 Debt Service Principal	436,296	2	0	436,299	436,294
213-59 Debt Service Interest	117,275	58,638	-	117,275	58,637
TOTAL EXPENDITURES	553,571	58,639	0	553,574	494,932
Excess (deficiency) of revenues over expenditures	(553,321)	(51,727)		(546,599)	
213-38 Transfers In	553,571	415,178		553,426	138,393
213-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	553,571	415,178		553,426	138,393
213 Net change in fund balances	250	363,451		6,826	
213 Fund Balance (deficit), Beginning	93,987	93,987		93,987	
213 Fund Balance (deficit), Ending	94,237	457,438		100,813	

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214 DEBT SERVICE					
2014 NOTE	FY2024	FY2024	FY2024	FY2024	FY2024
(RESTRICTED; DEBT SERVICE)	BUDGET*	YTD Actuals	ENCUMBRANCES	PROJECTION	AVAILABLE BUDGET
214-36 Investment Income	300	9,242		9,992	(8,942)
TOTAL REVENUES	300	9,242		9,992	(8,942)
214-59 Debt Service Principal	457,081	457,083		457,083	(2)
214-59 Debt Service Interest	274,771	274,771		274,771	1
TOTAL EXPENDITURES	731,852	731,853	-	731,853	(1)
Excess (deficiency) of revenues over expenditures	(731,552)	(722,611)		(721,861)	
214-38 Transfers In	731,852	548,908		731,928	182,944
214-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	731,852	548,908		731,928	182,944
214 Net change in fund balances	300	(173,703)		10,067	
214 Fund Balance (deficit), Beginning	247,434	247,434		247,434	
214 Fund Balance (deficit), Ending	247,734	73,731		257,501	

221 DEBT SERVICE					
2021 NOTE	FY2024	FY2024	FY2024	FY2024	FY2024
(RESTRICTED; DEBT SERVICE)	BUDGET*	YTD Actuals	ENCUMBRANCES	PROJECTION	AVAILABLE BUDGET
221-36 Investment Income	40	1,096		1,321	(1,056)
TOTAL REVENUES	40	1,096		1,321	(1,056)
221-59 Debt Service Principal	1,232,000	919,072		1,232,075	312,928
221-59 Debt Service Interest	74,514	57,193		74,514	17,321
221-51 General Government	-	-		-	-
TOTAL EXPENDITURES	1,306,514	976,265	-	1,306,590	330,249
Excess (deficiency) of revenues over expenditures	(1,306,474)	(975,169)		(1,305,269)	
221-38 Transfers In	1,306,514	976,193		1,306,514	330,321
221-58 Transfers Out	-	-		-	-
221-38 Proceeds from issuance of debt	-	-		-	-
Total other financing sources (uses)	1,306,514	976,193		1,306,514	330,321
221 Net change in fund balances	40	1,024		1,246	
221 Fund Balance (deficit), Beginning	807	807		807	
221 Fund Balance (deficit), Ending	847	1,831		2,053	

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223 DEBT SERVICE					
2023 NOTE	FY2024	FY2024	FY2024	FY2024	FY2024
(RESTRICTED; DEBT SERVICE)	BUDGET*	YTD Actuals	ENCUMBRANCES	PROJECTION	AVAILABLE BUDGET
223-33 Intergovernmental	750,000	-		750,000	750,000
223-36 Investment Income	-	-		-	-
TOTAL REVENUES	750,000	-		750,000	750,000
223-59 Capital Outlay	-	-	-	-	-
223-59 Debt Service Principal	750,000	-	-	750,000	750,000
223-59 Debt Service Interest	-	-	-	-	-
223-51 General Government	-	-	-	-	-
TOTAL EXPENDITURES	750,000	-	-	750,000	750,000
Excess (deficiency) of revenues over expenditures	-	-		-	
223-38 Transfers In	-	-		-	-
223-58 Transfers Out	-	-		-	-
223-38 Proceeds from issuance of debt	-	-		-	-
Total other financing sources (uses)	-	-		-	-
223 Net change in fund balances	-	-		-	
223 Fund Balance (deficit), Beginning	-	-		-	
223 Fund Balance (deficit), Ending	-	-		-	

224 DEBT SERVICE					
2023 NOTE	FY2024	FY2024	FY2024	FY2024	FY2024
(RESTRICTED; DEBT SERVICE)	BUDGET*	YTD Actuals	ENCUMBRANCES	PROJECTION	AVAILABLE BUDGET
224-36 Investment Income	50	-		-	50
TOTAL REVENUES	50	-		-	50
224-59 Debt Service Principal	-	-	-	-	-
224-59 Debt Service Interest	-	-	-	-	-
224-51 General Government	365,496	-	-	-	365,496
TOTAL EXPENDITURES	365,496	-	-	-	365,496
Excess (deficiency) of revenues over expenditures	(365,446)	-		-	
224-38 Transfers In	983,125	-		-	983,125
224-58 Transfers Out	(25,005,627)	-		-	(25,005,627)
224-38 Proceeds from issuance of debt	25,371,123	-		-	25,371,123
Total other financing sources (uses)	1,348,621	-		-	1,348,621
224 Net change in fund balances	983,175	-		-	
224 Fund Balance (deficit), Beginning	-	-		-	
224 Fund Balance (deficit), Ending	983,175	-		-	

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300 RENEWAL AND REPLACEMENT (COMMITTED; CAPITAL OUTLAYS)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
300-36 Investment Income	2,360	65,269		113,254	(62,909)
TOTAL REVENUES	2,360	65,269		113,254	(62,909)
300-54 Transportation	-	3	-	7	(3)
300-59 Capital Outlay	5,306,967	3,457,442	494,898	3,952,340	1,354,627
TOTAL EXPENDITURES	5,306,967	3,457,445	494,898	3,952,347	1,354,624
Excess (deficiency) of revenues over expenditures	(5,304,607)	(3,392,175)		(3,839,093)	
300-38 Transfers In	3,986,926	3,785,506		3,936,467	201,420
300-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	3,986,926	3,785,506		3,936,467	201,420
300 Net change in fund balances	(1,317,681)	393,330		97,374	
300 Fund Balance (deficit), Beginning	2,252,268	2,252,268		2,252,268	
300 Fund Balance (deficit), Ending	934,586	2,645,598		2,349,642	

305 GRANT AND GF CAPITAL PROJECT FUND (RESTRICTED; CAPITAL OUTLAYS)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
305-33 Intergovernmental	9,710,951	539,417		1,372,133	9,171,534
305-36 Contributions	-	-		-	-
TOTAL REVENUES	9,710,951	539,417		1,372,133	9,171,534
305-53 Physical Environment	-	-	-	-	-
305-59 Capital Outlay	11,724,198	685,356	1,236,774	2,020,000	9,802,068
TOTAL EXPENDITURES	11,724,198	685,356	1,236,774	2,020,000	9,802,068
Excess (deficiency) of revenues over expenditures	(2,013,247)	(145,939)		(647,868)	
305-38 Lease Proceeds	-	-		-	-
305-38 Transfers In	2,158,770	136,736		647,868	2,022,035
305-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	2,158,770	136,736		647,868	2,022,035
305 Net change in fund balances	145,523	(9,203)		-	
305 Fund Balance (deficit), Beginning	(0)	(0)		(0)	
305 Fund Balance (deficit), Ending	145,523	(9,204)		(0)	

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10/01/2023 - 06/30/2024

315 IMPACT AND OTHER RESTRICTED (CAPITAL OUTLAYS)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
315-32 Impact Fees	105,500	122,991		219,114	(17,491)
315-32 Licenses and Permits	1,020,760	606,586		976,445	414,174
315-31 Sales and Use Taxes	267,012	172,722		239,414	94,290
315-36 Investment Income	1,870	125,446		222,871	(123,576)
315-36 Miscellaneous Revenue	-	-		-	-
TOTAL REVENUES	1,395,142	1,027,744		1,657,844	367,398
315-52 Public Safety	-	1	0	1	(1)
315-53 Physical Environment	-	-	-	-	-
315-54 Transportation	-	13	-	16	(13)
315-57 Culture & Recreation	-	22	-	24	(22)
315-59 Capital Outlay	5,351,578	937,442	353,438	1,490,881	4,060,697
TOTAL EXPENDITURES	5,351,578	937,478	353,438	1,490,921	4,060,661
Excess (deficiency) of revenues over expenditures	(3,956,436)	90,266		166,923	
315-38 Transfers In	-	-		-	-
315-58 Transfers Out	(499,817)	-		-	(499,817)
Total other financing sources (uses)	(499,817)	-	-	-	(499,817)
315 Net change in fund balances	(4,456,253)	90,266		166,923	
315 Fund Balance (deficit), Beginning	5,152,462	5,152,462		5,152,462	
315 Fund Balance (deficit), Ending	696,209	5,242,728		5,319,385	

324 2024 CONSTRUCTION BOND - UNDERGROUNDING (RESTRICTED; CAPITAL OUTLAYS)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
324-36 Investment Income	3,500	-		-	3,500
TOTAL REVENUES	3,500	-		-	3,500
324-53 Capital Outlay	16,004,319	-	-	-	16,004,319
TOTAL EXPENDITURES	16,004,319	-	-	-	16,004,319
Excess (deficiency) of revenues over expenditures	(16,000,819)	-		-	
324-38 Transfers In	16,004,319	-		-	16,004,319
324-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	16,004,319	-		-	16,004,319
324 Net change in fund balances	3,500	-		-	
324 Fund Balance (deficit), Beginning	-	-		-	
324 Fund Balance (deficit), Ending	3,500	-		-	

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 19, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.K.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Krystal Strickland, Finance Director

DATE: August 13, 2024

SUBJECT: TDC Monthly Report - **Informational Only**

I. BACKGROUND: In August 2023, Council requested a monthly update of collections of the Tourist Development Tax.

Short-Term rental owners submit monthly reports and remit payment of TDT to the Okaloosa County Clerk.

<https://www.okaloosaclerk.com/tourist-development-tax/>

— HOW OFTEN ARE THESE TAXES REMITTED?

Tax return and payment are remitted monthly. A tax return is due even when no rental activity has occurred during the reporting period. The tax return and payment are due the first day of the month following collection from tenants. A tax return is considered delinquent if not postmarked by the 20th of the month following the close of the reporting period. If the January reporting period is from January 1 through January 31, the tax return and full payment must be received no later than the February 20th. There is an exception allowable for quarterly filing where payment history is less than 10% of tax paid annually.

Attached is the latest available report.

Report Location:

<https://www.okaloosaclerk.com/tourist-development-tax/>

At bottom of the Okaloosa Clerk's page see link:

Click here to get the monthly [Tourist Tax Collection Report](#).

II. DISCUSSION: This report created by Okaloosa County is informational only.

Fiscal year to date collections (October 2023 - July 2024) are 3% higher than the previous year.

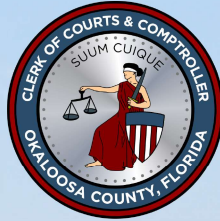
- A. Link to Strategic Goals / Objectives:
- B. Effect on Budget (EOB):
- C. Level of Service (LOS):
- D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Informational only.

Attachments:

1. TDC Collection Reports 07
2024



Okaloosa County Tourist Development Tax *by Collection Period*

Total Collections

*1% increase as of Feb 23 Collections (Jan 23 Reporting Period)

Month	FY23	FY24	% (+/-)
October	3,589,406.50	3,276,277.33	-8.72%
November	2,621,154.46	2,981,714.82	13.76%
December	1,089,937.11	1,295,378.95	18.85%
January	931,847.14	965,864.62	3.65%
February	999,193.36	992,358.91	-0.68%
March	1,314,722.67	1,383,812.10	5.26%
April	3,182,995.16	3,537,060.80	11.12%
May	3,945,677.01	3,277,373.73	-16.94%
June	4,371,375.99	4,664,414.06	6.70%
July	7,444,227.38	8,085,782.32	8.62%
August	9,061,643.07		
September	4,232,351.93		
Total	42,784,531.78	30,460,037.64	

Current District Collections (6%)

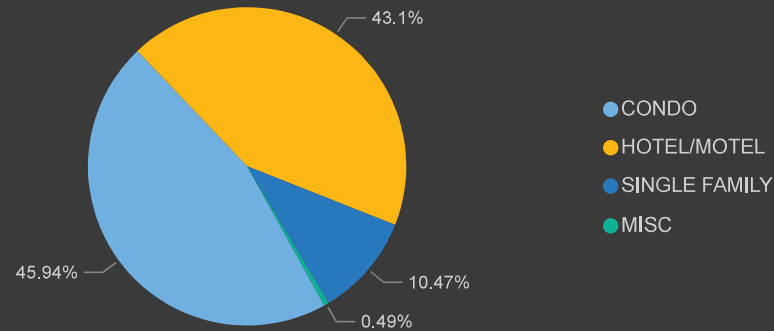
Month	FY19	FY20	FY21	FY22	FY23	FY24	% (+/-)
October	1,593,007.19	1,884,690.82	2,221,230.43	2,913,700.21	3,457,361.72	3,104,434.54	-10.21%
November	1,309,682.33	1,209,246.44	2,027,742.10	2,177,346.70	2,490,555.01	2,817,644.95	13.13%
December	828,040.56	608,271.78	826,108.63	1,074,763.79	991,384.32	1,123,537.23	13.33%
January	541,907.43	552,130.36	674,430.00	1,064,654.14	825,186.78	848,975.18	2.88%
February	591,499.87	698,331.50	810,277.30	556,796.53	887,575.40	865,902.01	-2.44%
March	929,605.46	959,719.31	1,030,939.09	1,039,092.04	1,170,079.04	1,239,716.77	5.95%
April	1,638,833.47	768,179.65	2,533,631.54	2,526,284.64	2,969,367.89	3,334,225.23	12.29%
May	1,634,939.01	232,848.94	3,027,344.52	3,245,110.93	3,734,841.53	3,040,430.64	-18.59%
June	2,775,474.02	1,490,641.58	3,836,461.91	3,712,196.33	4,144,035.69	4,402,002.89	6.23%
July	5,378,932.05	3,619,497.04	5,311,973.12	6,049,957.98	7,141,099.78	7,753,471.53	8.58%
August	3,676,259.33	4,019,404.74	5,971,521.24	7,513,491.71	8,732,720.80		
September	2,237,069.94	2,639,207.26	4,063,463.37	3,796,845.88	4,035,845.16		
Total	23,135,250.66	18,682,169.42	32,335,123.25	35,670,240.88	40,580,053.12	28,530,340.97	

Expanded District Collections (5%)

Month	FY22	FY23	FY24
October	0.00	132,044.78	171,842.79
November	0.00	130,599.45	164,069.87
December	0.00	98,552.79	171,841.72
January	0.00	106,660.36	116,889.44
February	0.00	111,617.96	126,456.90
March	0.00	144,643.63	144,095.33
April	165,941.54	213,627.27	202,835.57
May	163,604.36	210,835.48	236,943.09
June	187,239.51	227,340.30	262,411.17
July	247,245.40	303,127.60	332,310.79
August	280,103.11	328,922.27	
September	161,001.85	196,506.77	
Total	1,205,135.77	2,204,478.66	1,929,696.67

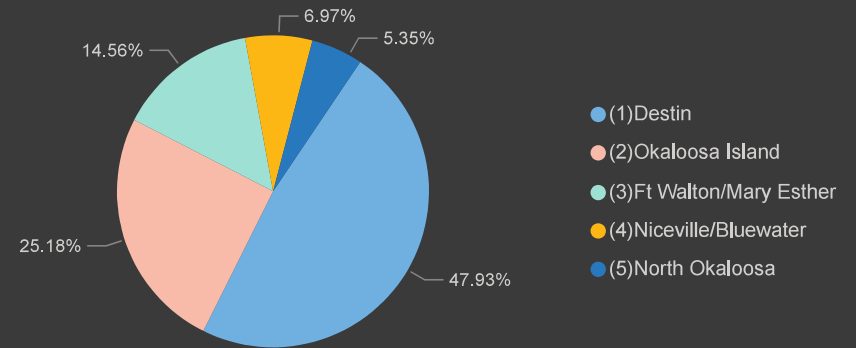
Reporting Period is always the month before the Collection Period

Rental Type



Rental Type	Current District	Expanded District	Total
CONDO	7,464	19	7,483
HOTEL/MOTEL	4,684	2,337	7,021
SINGLE FAMILY	1,435	270	1,705
MISC	42	38	80
Total	13,625	2,664	16,289

Area



District	Current District	Expanded District	Total
(1)Destin	7,807		7,807
(2)Okaloosa Island	4,102		4,102
(3)Ft Walton/Mary Esther	1,716	656	2,372
(4)Niceville/Bluewater		1,136	1,136
(5)North Okaloosa		872	872
Total	13,625	2,664	16,289



Number of Units Reporting





Collection Period FY2024

Gross Receipts & Tax Due by Rental Type

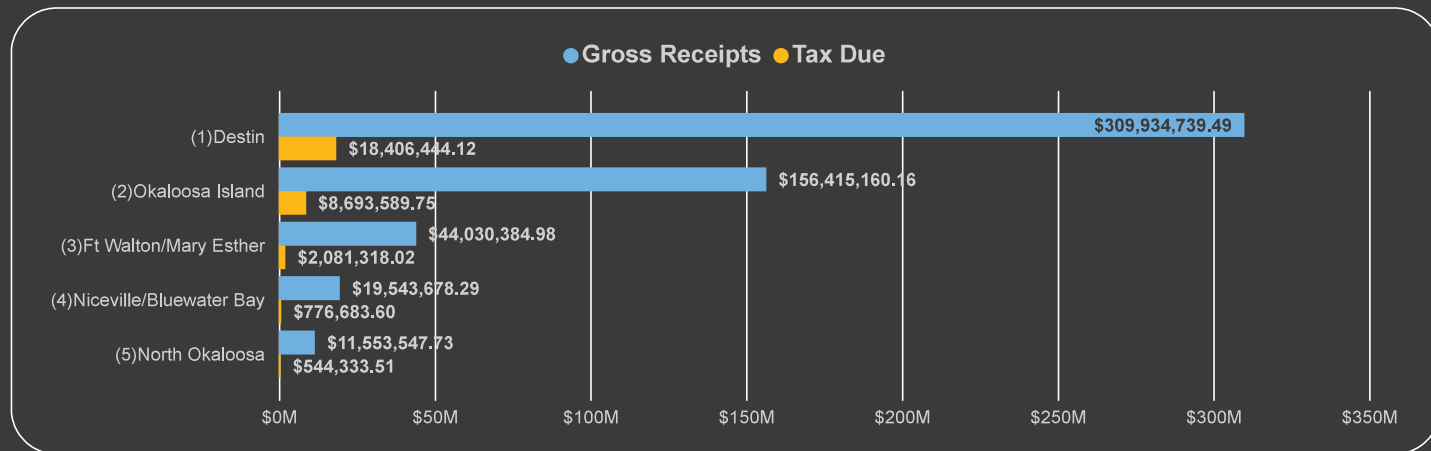


Gross Receipts

Rental Type	October	November	December	January	February	March	April	May	June	July	Total
CONDO	\$30.33M	\$27.53M	\$7.93M	\$5.57M	\$8.04M	\$11.45M	\$31.02M	\$26.19M	\$40.71M	\$74.75M	\$263.51M
HOTEL/MOTEL	\$17.94M	\$16.27M	\$9.77M	\$7.67M	\$7.67M	\$10.94M	\$18.88M	\$22.70M	\$26.68M	\$34.69M	\$173.22M
SINGLE FAMILY	\$9.49M	\$8.26M	\$4.84M	\$4.09M	\$2.28M	\$2.97M	\$12.36M	\$9.76M	\$14.28M	\$29.62M	\$97.94M
MISC	\$0.55M	\$0.45M	\$1.16M	\$0.28M	\$0.33M	\$0.33M	\$0.75M	\$0.75M	\$0.75M	\$1.44M	\$6.80M
Total	\$58.32M	\$52.51M	\$23.70M	\$17.61M	\$18.32M	\$25.70M	\$63.01M	\$59.40M	\$82.42M	\$140.50M	\$541.48M

Tax Due

Rental Type	October	November	December	January	February	March	April	May	June	July	Total
CONDO	\$1.80M	\$1.64M	\$0.47M	\$0.33M	\$0.48M	\$0.68M	\$1.84M	\$1.56M	\$2.43M	\$4.43M	\$15.66M
HOTEL/MOTEL	\$0.90M	\$0.83M	\$0.48M	\$0.38M	\$0.36M	\$0.53M	\$0.93M	\$1.11M	\$1.38M	\$1.82M	\$8.73M
SINGLE FAMILY	\$0.55M	\$0.48M	\$0.28M	\$0.24M	\$0.13M	\$0.17M	\$0.72M	\$0.57M	\$0.84M	\$1.76M	\$5.76M
MISC	\$0.03M	\$0.03M	\$0.06M	\$0.01M	\$0.02M	\$0.02M	\$0.04M	\$0.04M	\$0.04M	\$0.08M	\$0.36M
Total	\$3.28M	\$2.99M	\$1.29M	\$0.97M	\$0.99M	\$1.40M	\$3.54M	\$3.28M	\$4.69M	\$8.08M	\$30.50M





Collection Period FY2024

Gross Receipts & Tax Due by District

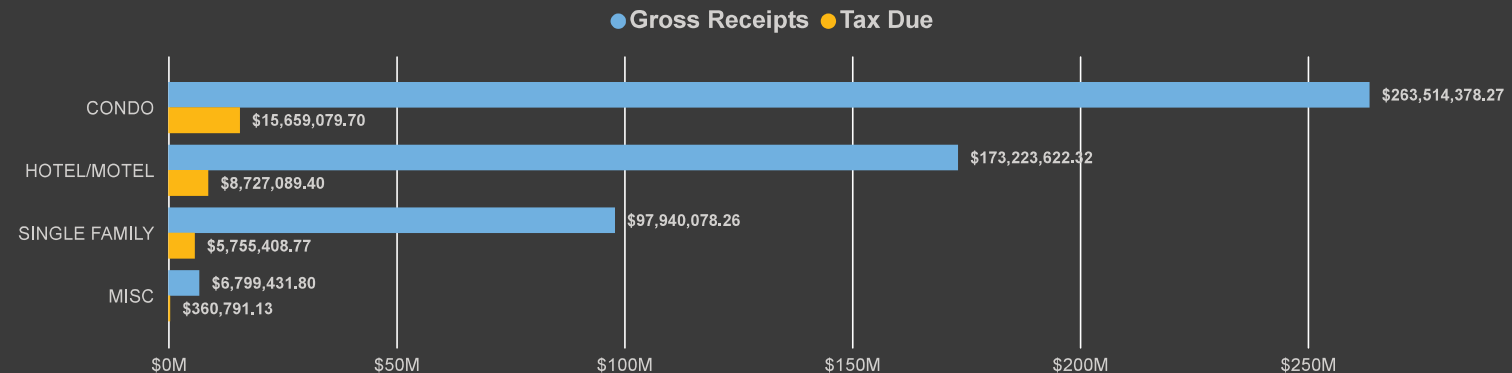


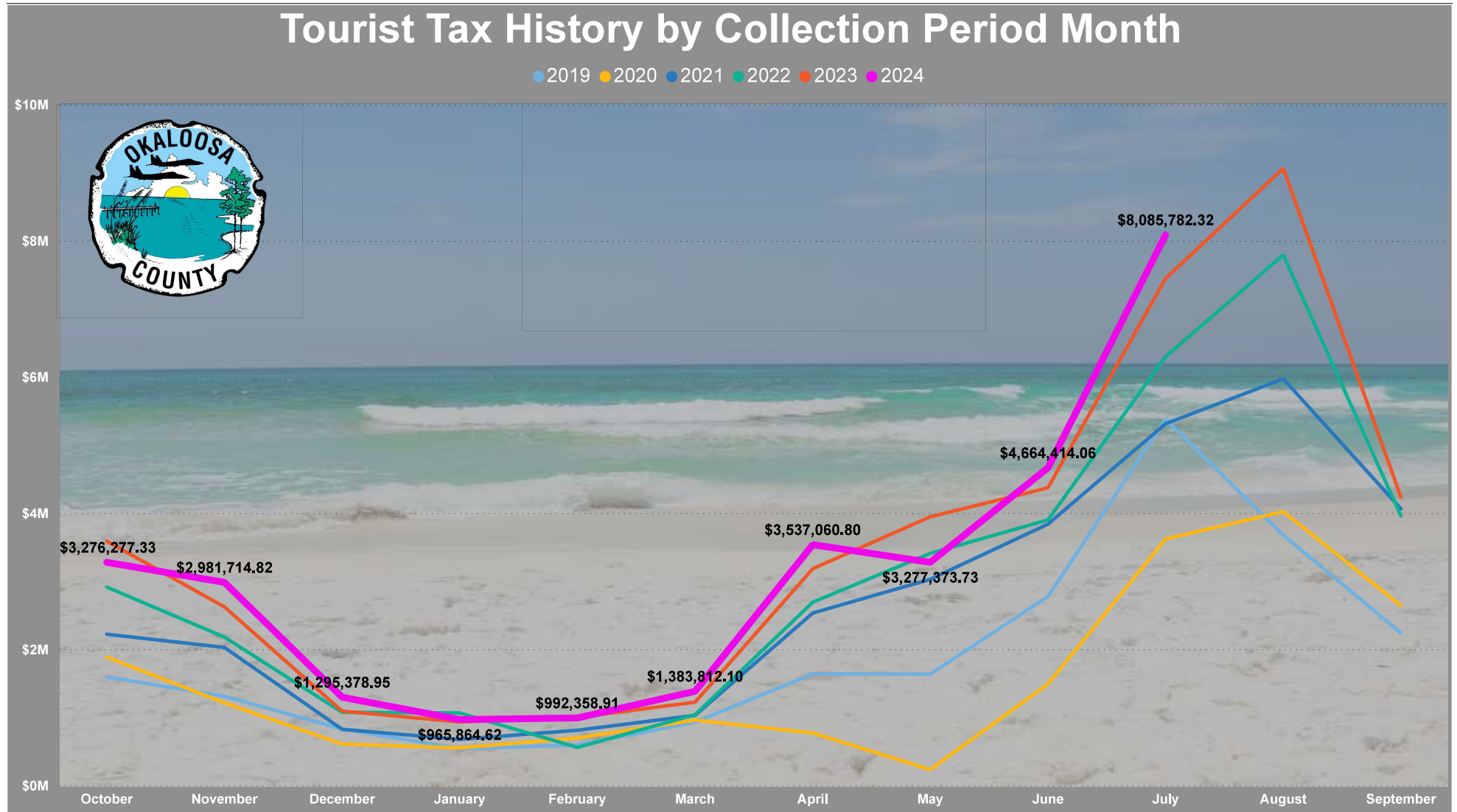
Gross Receipts

District	October	November	December	January	February	March	April	May	June	July	Total
(1)Destin	\$32.45M	\$29.11M	\$12.30M	\$9.51M	\$9.13M	\$13.21M	\$37.54M	\$31.99M	\$48.45M	\$86.24M	\$309.93M
(2)Okaloosa Island	\$18.77M	\$16.87M	\$5.80M	\$4.01M	\$4.70M	\$7.17M	\$16.90M	\$18.25M	\$23.51M	\$40.43M	\$156.42M
(3)Ft Walton/Mary Esther	\$4.28M	\$4.01M	\$3.44M	\$2.12M	\$2.25M	\$2.79M	\$4.83M	\$5.44M	\$6.21M	\$8.66M	\$44.03M
(4)Niceville/Bluewater Bay	\$1.71M	\$1.58M	\$1.22M	\$1.12M	\$1.28M	\$1.58M	\$2.40M	\$2.41M	\$2.76M	\$3.47M	\$19.54M
(5)North Okaloosa	\$1.11M	\$0.96M	\$0.94M	\$0.86M	\$0.95M	\$0.94M	\$1.33M	\$1.30M	\$1.48M	\$1.69M	\$11.55M
Total	\$58.32M	\$52.51M	\$23.70M	\$17.61M	\$18.32M	\$25.70M	\$63.01M	\$59.40M	\$82.42M	\$140.50M	\$541.48M

Tax Due

District	October	November	December	January	February	March	April	May	June	July	Total
(1)Destin	\$1.93M	\$1.73M	\$0.73M	\$0.56M	\$0.54M	\$0.78M	\$2.22M	\$1.90M	\$2.87M	\$5.15M	\$18.41M
(2)Okaloosa Island	\$1.04M	\$0.96M	\$0.31M	\$0.22M	\$0.26M	\$0.39M	\$0.94M	\$0.98M	\$1.31M	\$2.28M	\$8.69M
(3)Ft Walton/Mary Esther	\$0.19M	\$0.18M	\$0.16M	\$0.10M	\$0.10M	\$0.13M	\$0.23M	\$0.25M	\$0.31M	\$0.43M	\$2.08M
(4)Niceville/Bluewater Bay	\$0.07M	\$0.06M	\$0.05M	\$0.05M	\$0.05M	\$0.06M	\$0.09M	\$0.10M	\$0.11M	\$0.14M	\$0.78M
(5)North Okaloosa	\$0.05M	\$0.05M	\$0.04M	\$0.04M	\$0.05M	\$0.04M	\$0.06M	\$0.06M	\$0.07M	\$0.08M	\$0.54M
Total	\$3.28M	\$2.99M	\$1.29M	\$0.97M	\$0.99M	\$1.40M	\$3.54M	\$3.28M	\$4.69M	\$8.08M	\$30.50M





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MINUTES OF THE
SPECIAL PARKS & RECREATION COMMITTEE
MEETING DESTIN CITY HALL BOARDROOM
MAY 28, 2024 MEETING - 4:00 PM

1. CALL TO ORDER:

Chairwoman Trammell called the Parks & Recreation meeting to order at 4:00 p.m. on Tuesday, May 28, 2024, in the Destin City Hall Annex Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

Sandy Trammell
Nikki Johnson
Isacc Birch
L'Rena Anderson
Autumn Weidenhamer

Members Absent

Leslie Schmidt

Staff Present

Kim Montgomery Deputy City Clerk
Lisa Firth Recreation Director
Ryan Reed Dep. Recreation Director
Ryan Scott, City Engineer

4. APPROVAL OF MINUTES: None

5. VICE CHAIR NOMINATION:

Motion by Chairwoman Trammell to nominate Committee member Nikki Johnson as Vice Chair, Committee member provided Birch providing the second the motion passed 5-0, Committee member Johnson accepted the nomination.

A) Pickleball Courts – 90% Plans Update Joe Bodi

Mr. Bodi explained how this project will be a seven phase project with the first phase being the restrooms and four pickleball courts, and explained what is planned for each of the other phases and their timeline all dependent on funding. There was a brief discussion about the need to additional temporary parking between the Chairwoman, the members and Mr. Bodi, as well as possible locations for the necessary sunshades.

Motion by member Isaac Birch for the Parks and Recreation Committee recommend City Council accept the 90% plans with the recommended addition to Phase 1A and 1B for a gravel parking lot to be added for temporary parking during construction of Phase 1, with member Nikki Johnson providing the second, the motion passed 5-0.

B) Parks and Recreation Master Plan

Staff reviewed with the members the draft Parks and Recreation Master Plan.

Motion by Chairwoman Trammell to accept the draft Parks and Recreation Master Plan as written and forward it to City Council for final approval, with Vice Chairwoman

Johnson providing the second. In discussion, the members and staff discussed the reasoning for a Master Plan and why it is necessary to have one. The motion passed with a unanimous vote of 5-0.

C) Parks Inspections

Staff explained Parks assignments to new Committee member Weidenhamer regarding what all is expected, in terms of reporting items of concern and what may need immediate attention for repairs or replacements. The Chairman informed her of her park assignments and their locations.

Vice Chairwoman Johnson briefly explained how the Adopt-a-Park program works and how this committee adopted the Destin Dog Park and their responsibilities, adding that they would place this on their agenda for the next meeting to go into more details of their responsibilities.

D) Member Comments

Chairwoman Trammell mentioned the workers for the DFCD are still parking their vehicles at Clement Taylor Park. Mrs. Firth stated that starting this weekend they will no longer be using the parking lot anymore.

E) Staff Comments:

Mr. Cozadd provided the members with the current status of the Norriego Point Park and the proposals the State received. He briefed the members of the general plans for the park and mentioned that the State has asked the city to provide \$233k to help fund the cost of the additional two crossovers, and if the city decides not to, then they will only build the one in the middle.

Mrs. Firth advised the members of the upcoming events that are planned for the summer months.

The members decided to move the meeting for the month of June, to the 18th.

6. ADJOURNMENT:

Having no further discussions, the meeting adjourned at 5:20 PM.

Adopted and approved this ____ day of _____ 2024.

Sandy Trammell, Chairwoman

Kim Montgomery, Deputy City Clerk

**MINUTES OF THE
SPECIAL PARKS & RECREATION COMMITTEE
MEETING DESTIN CITY HALL BOARDROOM
JUNE 18, 2024 MEETING - 4:00 PM**

1. CALL TO ORDER:

Chairwoman Trammell called the Parks & Recreation meeting to order at 4:00 p.m. on Tuesday, June 18, 2024, in the Destin City Hall Annex Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

Sandy Trammell
Nikki Johnson
Isacc Birch
Autumn Weidenhamer

Members Absent

L'Rena Anderson
Leslie Schmidt

Staff Present

Kim Montgomery Deputy City Clerk
Lisa Firth Recreation Director
Ryan Reed Dep. Recreation Director
Ryan Scott, City Engineer

4. APPROVAL OF MINUTES:

Motion to approve the March 5, 2024, Special Parks & Recreation Committee Meeting minutes as written was made by Committee member Johnson with Vice Chair Cowsert providing the second. The motion passed 4-0.

5. OLD BUSINESS:

A. Linear Trail Plans – 60% Plans

Mr. Levi Wiegand with DAG Architects provided the members with the current status of the 60 % plans and what the trail will entail from the beginning of the trailhead to the end at Airport Road. The east end details of the trail was discussed briefly regarding the removal of any previous parking and the easements that will need to be obtained.

Mayor Wagner briefly spoke of the Florida Sun Trail grant that he has lobbied for with the TPO for this project, as well as the boardwalk under the bridge and the Cross Town Connector explaining further they have asked for \$10M through the Florida Sun Trail to help fund them.

Ryan Scott, City Engineer provided the members with updates regarding the changes that were made to the plan from the last time they were presented. There was discussions about budgeting the maintenance for this trail and Committee member Johnson spoke of how it should be included in the Parks Master Plan once the consultant group is hired to write the plan. One of the main focus discussions in this presentation was the fact that almost all of the trees in the Jewel Melvin Park are going to have to be removed in order to accommodate stormwater, and how

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member Johnson wanted assurance that the same number of trees removed would be replanted elsewhere in the city and, they should not be young trees that take decades to grow.

Motion by Vice Chair Johnson to recommend the City Council add a tree study is to be done at the Jewel Melvin Park and ensure that comparable number of trees are planted around the city to replace the trees that are removed for the new stormwater drainage, and to have these provisions included or documented in the 90% construction plans. Additionally, remove all palm trees that are depicted in the approved landscaping plans, with Committee member Weidenhamer providing the second. The motion passed with a unanimous vote of 4-0.

➤ **Parks & Recreation Destin Dog Park Adoption**

The members discussed their responsibilities for and how they need to schedule their duties, since they cannot all show up at the same time, allowing staff to create a proposed schedule that they can review at their next meeting.

Motion to have staff a proposed schedule for review at their next meeting for cleaning the Dog Park. Committee member Birch provided the second, the motion passed 4-0.

➤ **Children's Park New Equipment**

Mr. Reed explained to the members the different components that will be coming into the park. Chairwoman Trammell suggested instead of the normal green screening that goes on the fencing to have more of a children theme for the fence screening.

7. MEMBER COMMENTS:

Autumn Weidenhamer – Spoke of how she would like to bring back the Pooch Palooza to raise funds for the dog park, and how she would like to see the Dog Park resodded with new grass in the areas that are all dirt. Staff explained how many times the sod has been replaced and how it is an ongoing issue because of heavy use and dogs digging.

She also spoke of how she would like to see a little library installed in one of the city parks for people to be able to use while on vacation or leave a book they brought or bought while here. She mentioned a website/app that tracks locations to help people find them.

Joshua Cowsert – Mentioned how he volunteers at his church's Youth Group and always has teens and young adults speak to him about the need to have a Skate Park.

- **Public Comment – Beckah Manley**

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Spoke of being the Chair of the Destin Rotary Club and her latest passion project to have encouragement messages painted on the bus stop at the corner of Kelly Street and Benning Drive. She provided a brief background of how she saw something similar while out of town and thought it was a great idea. She mentioned how she's already spoken to several entities and has everything lined up to be donated so, there would be no cost to the city, she has spoken to staff about it, and felt that she needed to present her idea to this committee first to get their support before going before Council.

Chairwoman Trammell made the motion that the Parks & Recreation Committee is in support of the mural design at the bus stop on Kelly Street with Committee member Cowsert providing the second. The motion passed with a unanimous vote of 4-0.

Mayor Wagner again spoke briefly on the Florida Sun Trail, being a regional path to connect from the Marler Bridge to the Walton County line, and how he's working on getting it identified for future funding through the FDRP for matching grant funds from anywhere between \$50k to \$250k per project. He also spoke of how once the Parks Foundation is finalized, he has plans for a Mayor's Ball to raise funds.

ADJOURNMENT:

Having no further discussions, the meeting adjourned at 6:30 PM.

Adopted and approved this _____ day of _____ 2024.

Sandy Trammell, Chairwoman

Kim Montgomery, Deputy City Clerk

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**PUBLIC WORKS/PUBLIC SAFETY
COMMITTEE MEETING MINUTES
DESTIN CITY HALL ANNEX CHAMBERS
TUESDAY, JULY 9, 2024 - 5:30 PM**

1. CALL TO ORDER & PLEDGE OF ALLEGANCE:

Vice Chairman Green called the Public Works/Public Safety Committee to order on Tuesday, July 9, 2024, at 5:30 p.m. at the City Hall Annex Chambers

2. ROLL CALL:

<u>Members Present</u>	<u>Members Absent</u>	<u>Staff</u>
James T. Wood, Jr.	Curtis Smith	Kim Montgomery Deputy City Clerk
John Green	Sam Perman	Michael Burgess PW Director
Tom Weidenhamer		Ryan Scott City Engineer
Marcie Bell		Joe Bodi, Engineering Assistant II
Tammy Weidenhamer		

3. APPROVAL OF MINUTES:

➤ **June 11, 2024**

Motion to approve the minutes of the June 11, 2024, meeting was made by Committee member Bell with Committee member Weidenhamer providing the second. The motion passed 5-0.

4. NEW BUSINESS:

➤ **Speed Study Calhoun Avenue Results and Next Steps – Joe Bodi**

The Engineering Assistant Joe Bodi explained staff received complaints about speeding on this area of the roadway near Dalton Threadgill Park. Staff set up a Stealth Speed Study between Hickory Street and Carter Lane at Calhoun Avenue. The posted speed limits being 30-mph and the results being that the 85th percentile was achieved for this area of the roadway at 41-mph. He also explained how the roadways are both local roadways and collector roads and north of Kelly, it is considered a local road however, south of Kelly is considered a collector roadway and thus, there really should have always been an all way stop at Kelly and Calhoun and may help the speeding concerns in the area. Staff is asking the members to give them some time to investigate some possible options for speed control and bring back to present to them and determine some solutions for this concern.

Motion to have the Engineering division present alternative traffic calming approaches to present at the next scheduled committee meeting at which time a decision can be determined about this area of concern. Committee member Green provided the second. Chairman Wood amended the motion for staff to also bring options for speed humps. The motion with an amendment passed 5-0.

5. CONTINUING BUSINESS:

A) Linear Trail (98 Palms to Airport Road) – 60% - Plans Ryan Scott City Engineer

Mr. Ryan Scott, City Engineer explained how this has been presented to the Parks & Recreation Committee (P&RC) and to the City Council, and the P&RC recommended for all palm trees depicted in the landscaping plans be removed and all trees that have to be removed from Jewel Melvin Park for the stormwater to be replanted, tree for tree in the city. Additionally, the 90% plans will also be presented to Council and the committees, with the cost and the number of trees that have to be removed. He informed the members of the tight deadline and the design team is submitting all the permits for the wetland impacts, water management district and the city permits by the end of the month, with the goal to have all those permits issued by October 31st. Additionally, the turn around that was discussed and requested by Committee member Smith is not possible, because there just is not enough room and DWU would not agree to the amount of encroachment on their property necessary because of the wetlands, so, it was redesigned as depicted. He explained further that the east end, at Airport Road, it's been determined the median and the pedestrian crosswalk needs to be redesigned for safety purposes and add pedestrian signals on both sides of the roadway and suggested for the members to think about using the \$100k they had wanted to use to fund the purchase of additional Variable Message Boards to fund this need.

Chairman Wood stipulated that he is not keen on giving up all the Traffic Safety Funds (TRSAF) funds \$100k for this and asked the members that if they wanted to use the funds for it, he would stand by their decision or, if they agree with him and need more information before they make a final decision.

Motion by Committee member Bell to have staff provide them with more information at their August meeting, before making the decision on how to expend the funds with Committee member Green providing the second. In discussion, Committee member Bell stated that she wants to make sure that the funds are not lost, if not used by the end of the Fiscal Year. According to Mr. Burgess, as long as the TRSAF funds are encumbered, by assigning a Purchase Order, they won't be and the new \$100k TRSAF funds for the FY-25 will be available October 1st. **With no further discussion, Chairman Wood called for the vote, and the motion passed 5-0.**

B) PW/EM Monthly Update - July 2024

Mr. Burgess informed the members he has received two applications for the Deputy position to review. The Medians and grounds RFB is scheduled to be opened Thursday at 2:00. He also informed the members that two corrugated pipe replacement projects was approved by Council at their meeting on the July 8th, those being located at the intersection of Chickasaw and Indian Bayou Dr. and the other located at Industrial Park and Airport Rd.

6. DISCUSSION

Marcie Bell - Gulf Shore Drive discussion about stormwater issues and how a homeowner is pumping his into the street to keep his garage from flooding during heavy rain events. However,

the water he pumps floods Gulfbreeze Ct. and asked what can be done. Mr. Burgess explained the corner lot has been deeded to the city for utilities and stated that he would get with the City Attorney to see if it could be used for stormwater and report back the findings to them at their next meeting.

Stormwater concern at East Pass Towers – Mr. Burgess explained there was some improvements made to the property by the city after attempting to get the property to do what was needed. He also spoke of a property regarding the same issues and they would not agree to forfeit any of their parking for the stormwater improvements, that is needed, therefore they will always have some flooding issues during heavy storm events.

Vice Chair Green asked if the city has any funds set aside for stormwater problems, such as discussed. Mr. Scott stated that there are not any, and spoke of how the city needs assistance from the citizens to maintain their required stormwater swales and not fill them in, because there are no funds coming in of any kind from fees or taxes to help the widespread flooding problems the city is experiencing. There was a brief discussion regarding the ordinance that regulates stormwater and why it is not being enforced. Staff explained that the issues are so broad and there is not enough staff to be dedicated to the problems for it to be enforced.

Chairman Wood – Asked about the status of the crosswalks on Holiday Isle that he's broached in the recent past. Mr. Burgess explained the P.O. has been issued and the contractor has been contacted to schedule the work.

Tammy Weidenhamer – Asked who is responsible for the maintaining the stormwater retention areas that have an accumulation of trash and the landscaping that is growing out into the right-of-way on the property next to and behind Hobby Lobby and Winn Dixie. Mr. Burgess explained those are privately owned and are the responsibility of the property owners of the shopping center. There was a discussion regarding the language in the Code and Mr. Bodi stated that in 8.05.03B, Internal Sidewalks, of the Land Development Code, it is the responsibility of the property owners to ensure the sidewalks are clear and what the Code doesn't cover. Additionally, the DOJ does get involved for accessibility concerns. Mr. Burgess stated that he would ensure that the Code Compliance Dept. is made aware of the concerns.

5. CONTINUING BUSINESS:

➤ Stormwater/Floodplain

Chairman Wood opened this item to the public to speak on any issues they may have, with no one coming forward, he closed the public on the topic.

6. ADJOURNMENT:

Having no further business at this time, the meeting adjourned at 7:00 p.m.

Adopted and approved this _____ day of _____ 2024.

John Green Vice Chairman

Kim Montgomery, Deputy City Clerk

VOLUNTEER COMMITTEE ATTENDANCE REPORT
(APRIL – JULY 2024)

BOARD OF ADJUSTMENT

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u><i>April 3, 2024</i></u> <i>(Meeting cancelled. No items to review)</i>		
<u><i>May 1, 2024</i></u>	<i>Robert Pinard Joshua Brister</i>	<i>Destin Stephens</i>
<u><i>June 5, 2024</i></u> <i>(Meeting cancelled. No items to review)</i>		
<u><i>July 3, 2024</i></u> <i>(Meeting cancelled. Applicant requested their item be postponed)</i>		

HARBOR AND WATERWAYS BOARD

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>April 25, 2024</u>	<i>Jerod Hayden</i>	<i>Stephens</i>
<u>May 23, 2024</u>	<u>All Present</u>	
<u>June 27, 2024</u>	<u>All Present</u>	
<u>July 25, 2024</u> <u>(Meeting cancelled. No items to review)</u>		

HARBOR COMMUNITY REDEVELOPMENT AGENCY
(CRA) ADVISORY COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>April 10, 2024</u> <i>(Meeting cancelled. No items to review)</i>		
<u>May 8, 2024</u> <i>(Meeting cancelled. No items to review)</i>		
<u>June 12, 2024</u>	<i>Mike Buckingham</i>	<i>Destin</i>
<u>July 10, 2024</u> <i>(Meeting cancelled. No items to review)</i>		

LOCAL PLANNING AGENCY

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>April 4, 2024</u> <i>(Meeting cancelled. No items to review)</i>		
<u>April 11, 2024</u>	<i>Todd Buhr</i>	<i>Bagby</i>
<u>May 2, 2024</u>	<u><i>All Present</i></u>	
<u>May 16, 2024</u>	<i>Jim Wood Corey Ledbetter</i>	<i>Destin Schmidt</i>
<u>June 6, 2024</u>	<i>Corey Ledbetter</i>	<i>Schmidt</i>
<u>June 20, 2024</u> <i>(Meeting cancelled for lack of a quorum)</i>	<i>Gary Jarvis Todd Buhr Corey Ledbetter Larry Cowsert</i>	<i>King Bagby Schmidt Stephens</i>
<u>July 18, 2024</u>	<i>Gary Jarvis</i>	<i>King</i>

PARKS AND RECREATION COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>April 23, 2024</u> <i>(Meeting cancelled. Not enough members can attend to form a quorum)</i>	<u>Declined to attend or did not respond to notice</u> <i>Daniella Piper Leslie Schmidt Isaac Birch</i>	<i>Hebert Schmidt Geile</i>
<u>May 28, 2024</u>	<i>Leslie Schmidt</i>	<i>Schmidt</i>
<u>June 18, 2024</u>	<i>L'Rena Anderson Leslie Schmidt</i>	<i>Stephens Schmidt</i>
<u>July 23, 2024</u> <i>(Meeting cancelled. Not enough members can attend to form a quorum)</i>	<u>Declined to attend or did not respond to notice</u> <i>L'Rena Anderson Leslie Schmidt Nikki Johnson</i>	<i>Stephens Schmidt King</i>

PUBLIC WORKS/PUBLIC SAFETY COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>April 9, 2024</u> <i>(Meeting cancelled. No items to review)</i>		
<u>May 14, 2024</u>	<i>Jim Wood Marcie Bell</i>	<i>Stephens King</i>
<u>June 11, 2024</u>	<i>Jim Wood</i>	<i>Stephens</i>
<u>July 9, 2024</u>	<i>Curtis Smith Sam Perman</i>	<i>Bagby Destin</i>

TOWN CENTER COMMUNITY REDEVELOPMENT
AGENCY (CRA) ADVISORY COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>April 17, 2024</u> <i>(Meeting cancelled. Not enough members can attend to form a quorum)</i>	<u>Declined to attend or did not respond</u> <i>Lockwood Wernet Delores Morrell Nikki Johnson</i>	<i>Bagby Destin Stephens</i>
<u>May 15, 2024</u> <i>(Meeting cancelled. Not enough members can attend to form a quorum)</i>	<u>Declined to attend or did not respond</u> <i>Michelle Sandstead Delores Morrell Dorothy Robinson Marlaine Scanlan</i>	<i>Hebert Destin Geile King</i>
<u>June 26, 2024</u>	<i>Nikki Johnson Dorothy Robinson Delores Morrell</i>	<i>Stephens Geile Destin</i>
<u>July 17, 2024</u>	<i>Dorothy Robinson Delores Morrell Marlaine Scanlan</i>	<i>Geile Destin King</i>

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 19, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.N.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 19, 2024

TYPE OF AGENDA ITEM: Public Hearing

AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Krystal Strickland, Finance Director
Kimberly Kopp, City Attorney
Larry Jones , Interim City Manager

FROM: Steve O'Connor, Principal Planner
Tina Deater, Community Development Director

DATE: August 14, 2024

SUBJECT: Second reading of Ordinance 24-06-LC - Amending Article 7 - Zoning and Regulatory Controls - of the Land Development Code to modify conditions and criteria for approval for a Luxury Recreational Vehicle (RV) resorts (Formerly referred to as Luxury Motor Home Resorts).

I. BACKGROUND: Staff has reviewed the current Luxury Recreational Vehicle (RV) Resort regulations in Land Development Code (LDC) **Section 7.09.01.B.10. - Luxury motor home resorts** as part of the LDC rewrite project, and identified that specific language in the current regulations needs to be updated ahead of the adoption of the new LDC.

II. DISCUSSION: The current regulations are outdated and do not contain language that is conducive to the type of development that is intended to be permitted through these regulations. Specifically, the limitation on the type of RVs permitted is very limiting, as the makes and models of RVs have evolved over the years as consumer expectations have changed. RVs are also referred to as “motor homes” in the regulations, which is misleading as the term home implies “dwelling,” and it is the intent of the Town Center Mixed Use (TCMU) Zoning District to specifically not allow permanent or seasonal single-family residential dwellings. To address these issues, the staff recommends replacing the term “motor home” with “recreational vehicle.”

There are other outdated regulations, such as the “concrete” pad requirement. Concrete, if cracked, is expensive to replace and, therefore, many times it does not get repaired. Staff proposes allowing pavers to be used instead of concrete, if they meet minimum standards. Changes are also proposed to eliminate redundant setback requirements and to update how maximum development intensity is calculated, to be consistent with the Comprehensive Plan requirements for non-residential uses.

With these issues identified, Staff has developed the attached Draft Ordinance 24-06-LC for the Council's consideration and review. The changes to the initial draft which were requested by Council on August 5, 2024, have been made.

- A. **Link to Strategic Goals / Objectives:** #2. Enhanced quality of life and safety for families
#3. Economic development and revitalization
- B. **Effect on Budget (EOB):** N/A
- C. **Level of Service (LOS):** N/A
- D. **Legislative Sponsor:**

III. CONCLUSION: The proposed revisions to the Luxury RV Resort Regulations will allow Staff to properly implement and enforce the intent of the regulations by providing updated language and clarity.

The Local Planning Agency (LPA) met on July 18, 2024 and voted 5 to 0 to recommend that City Council approve the **Proposed Ordinance 24-06-LC**.

At the first reading on August 5, 2024, City Council voted 7 to 0 to approve **Proposed Ordinance 24-06-LC** with the changes reflected in the draft Ordinance.

IV. RECOMMENDED MOTION: I move that City Council adopt proposed Ordinance 24-06-LC.

Attachments:

1. 24-06-LC 2nd reading

ORDINANCE NO. 24-06-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING ARTICLE 7, ZONING AND REGULATORY CONTROLS, OF THE LAND DEVELOPMENT CODE TO MODIFY CONDITIONS AND CRITERIA FOR APPROVAL FOR LUXURY RECREATIONAL VEHICLE (RV) RESORTS (FORMERLY REFERRED TO AS LUXURY MOTOR HOME RESORTS); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

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

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council desires to develop and maintain appropriate settings and environments for buildings, sites, and areas to enhance property values, promote the tourist trade and interest, and foster knowledge of the city's living heritage; and

WHEREAS, the City Council in providing for the health, safety and welfare of its citizens finds that the City should allow Recreational Vehicle Park Resorts in the City subject to required design standards; and

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

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

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

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

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

SECTION 3. 7.09.00. – SPECIAL DESIGN CRITERIA

SECTION 7.09.02.B.10

10. *Luxury ~~motor home~~ recreational vehicle (RV) resorts.* Luxury ~~motor home~~ recreational vehicle resorts shall conform to the following special design criteria requirements except in cases where the city council determines the public health, safety and welfare is adequately protected and expressly approved as part of a conditional use per LDC Article 2, Section 2.09. City council may impose other appropriate conditions upon a development in lieu of, or in addition to, those expressly set forth in this section 7.09.02.B.(10), as applicable. Luxury ~~motor home~~ recreational vehicle resorts shall conform to the following requirements unless otherwise expressly approved by the city council as part of a conditional use approval, as applicable:

- a. *Type of allowed Condition of recreational vehicles:* ~~Only Class A and C motor homes, that are at least 26 feet in length, are allowed except that other recreational vehicles, including Class B, fifth wheels, and other recreational~~ All recreational trailers vehicles are permitted provided they are in good working order, remain mobile, and are not tied down, skirted, or attached.
- b. *Minimum parcel size:* Ten acres. This criteria shall not be waived by the city council.
- c. *Minimum size of ~~motor home~~ recreational vehicle lot:* ~~If subdivided, nNo lot shall be less than 30 feet in width. If not subdivided, no motor home lot shall be less than 30 feet in width.~~ This criteria shall not be waived by the city council.
- d. *Size of ~~motor home~~ recreational vehicle pads:* All ~~motor home~~ recreational vehicle pads shall be designed to accommodate ~~motor homes~~ recreational vehicles of not less than thirty-five feet (35') feet in length; twenty-five percent (25%) percent of all pads shall be designed to accommodate ~~motor homes~~ recreational vehicles of not less than forty feet (40') feet in length.
- e. *Material used to construct ~~motor home~~ recreational vehicle pads:* All ~~motor home~~ recreational vehicle pads shall be constructed of concrete or pavers, provided however that pavers are not permitted unless they meet AASHTO's H-20 (for roadways and pads) or HS-20 Loading Standards (for fire lanes), as applicable. All materials must remain properly maintained, shall not cause blight, and shall not present a hazard to the public health safety or welfare.

- f. ~~Motor home Recreational vehicle lot occupancy limitations: Motor home recreational vehicle lot occupancy shall be limited to one Class A or C motor homes recreational vehicles. No trailers, tents, conversion vans, or fifth wheel vehicles shall be permitted on pad sites or within the resort development. No pad may be occupied continuously by the same motor home recreational vehicle or occupant for longer than 180 120 consecutive days and no longer than 180 total days in any one year.~~
- g. ~~Density: For the purpose of calculating density, one motor home recreational vehicle lot shall equal one dwelling unit. This criteria shall not be waived by the city council.~~
- g. Intensity: The maximum development intensity for a luxury recreational vehicle resort shall be calculated using Floor Area Ratio (FAR).
- h. *Minimum setback from perimeter of parcel to motor home recreational vehicle pad: 35 feet next to residential uses; 25 feet next to all other uses outside of the unified development plan; and 15 feet next to all other uses within the Unified Development Plan.*
- i. *Minimum setback from the property line to any permanent structure: Fifteen feet (15') feet for structures up to twenty feet (20') feet in height; add one foot of setback for each additional foot in height above twenty feet (20') feet.*
- j. *Buffers: The following buffers are required for luxury motor home recreational vehicle resorts:*
1. Location of perimeter buffering: Perimeter buffering is required adjacent to and within one hundred feet (100') feet of residential uses, ~~outside of the Unified Development Plan.~~
 2. Perimeter wall: A decorative solid, sound absorbing, non-reflective wall, six feet (6') in height shall be erected adjacent to residential uses ~~located outside of the Unified Development Plan.~~
 3. Buffering adjacent to residential uses: Natural area or maintained landscaping of dense plantings comprised of material with a median average height of twelve feet (12') feet at time of certificate of occupancy covering a depth of not less than 20 feet inward from the perimeter wall.
 4. Buffers adjacent to non-residential uses: Minimum of 10 feet wide landscaped buffers planted with materials in accordance with Section 7.09.03.F.1.f.2.c.
- k. *Landscaping: In addition to required buffer landscaping, there shall be a minimum of one tree or (two palms in lieu of one tree) of not less than ten feet (10') in height at time of planting, and ten shrubs, not less than two feet in height at time of planting for each motor home lot and for each 500 square feet of permanent structure of a height of ten feet (10') or greater. Palms shall constitute not more than fifty percent (50%) percent of*

the total number of required trees.

- l. *Parking:* There shall be a minimum of one automobile parking space per ~~motor home~~ recreational vehicle pad and one additional parking space per every ten ~~motor home~~ recreational vehicle lots. Parking spaces shall be concrete or paver-block. A centralized area located not closer than one hundred feet (100') ~~feet~~ from any residential use, may be provided to park boats and trailers. No parking of any vehicle on unpaved areas or on access roadways shall be permitted.
- m. *Noise:* ~~Motor homes~~ Recreational vehicles shall not be maneuvered on-site after 10:00 p.m. or before 6:00 a.m. Power generators shall not be operated within Fifty feet (50') ~~feet~~ of residential areas unless there is a declared emergency.
- n. *Noise mitigation:* A professional in noise mitigation analysis shall certify to the City at time of development order application that the areas of operation of permitted ~~motor home~~ recreational vehicle will not exceed 75 dB as measured from any off-site residential property line. Upon completion of the development, said professional will certify that the project was built in accordance with approved plans.
- o. *Amenity area:* Not less than ten percent of the area of the parcel managed as a luxury ~~motor home~~ recreational vehicle resort shall be dedicated as an amenity area.
- p. *Full time on site management:* ~~On-site live-in management is required and shall be available 24 hours a day seven days a week. Camp Host:~~ An individual must reside on the camp grounds 24 hours a day, seven days a week, whether as a patron or as an employee, and shall be responsible for daily customer interactions such as but not limited to greeting, selling small camping goods, resolving issues on-site, and other duties as agreed upon to fulfill the needs and requirements of having a full time on-site management for any and all camp or luxury RV grounds.
- q. *The following minimum infrastructure improvements shall be provided:* Paved access not less than twenty feet (20') ~~feet~~ wide to every ~~motor home~~ recreational vehicle lot; street lights; water, sewer, and drainage facilities; cable or wireless communications infrastructure; high speed internet; and electrical connection for each pad not less than 50 amp service.
- r. *Deed restrictions:* Deed restrictions shall be equal to or more restrictive than provisions of this ordinance.
- s. *Additional criteria:* In order to protect the public health, safety and welfare, the city council may impose additional criteria, conditions, or restrictions on luxury ~~motor home~~ recreational vehicle resorts in zoning districts where such uses are approved as a conditional use.

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 19th DAY OF AUGUST, 2024.

By: _____
Bobby Wagner, Mayor

ATTEST:

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

DRAFT

Rey Bailey, City Clerk

First Reading: August 5 2024
Second Reading: August 19, 2024

DRAFT

Kimberly Romano Kopp, City Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 19, 2024**TYPE OF AGENDA ITEM:** Public Hearing**AGENDA OUTLINE NUMBER:** 5.B.**TO:** City Council**THRU:** Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney**FROM:** Tina Deater, Community Development Director**DATE:** August 14, 2024

SUBJECT: Second reading of Ordinance 24-07-PC, amending the Comprehensive Plan, providing for the adoption of a small scale amendment to the Comprehensive Plan Future Land Use Map to include a change in future land use designations of eight parcels of real property located north of Calhoun Avenue, as described and depicted in Exhibit "A", consisting of approximately 4.75 acres from Calhoun Mixed Use - Village (CMU-V) to Calhoun Mixed Use (CMU).

I. BACKGROUND: The subject property consists of eight (8) lots, totaling approximately 4.75 acres. The lots currently have a **FLUM** designation of **CMU-V** and are **zoned CMU-V**. The requested **FLUM amendment (LU-001400-2024)** and **rezone (LU-001395-2024)** will allow these properties to be incorporated into the overall development site for the Heron's Nest Marina, which is located on the other side of Calhoun Ave. and already has a **CMU FLUM** designation and is zoned **CMU**.

II. DISCUSSION: The subject property consists of the following eight (8) lots, totaling approximately 4.75 acres:

Address and Parcel ID Numbers of Project:

- 102 Calhoun Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0630-0000-1230**)
- 104 Calhoun Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0630-0000-1240**)
- 108 Calhoun Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-072J**)
- 118 Calhoun Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-072I**)
- 115 Sibert Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-0040**)
- 109 Sibert Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-0030**)
- 105 Sibert Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-0020**)
- Unaddressed Parcel on Sibert Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-002A**)

The eight (8) lots currently have a **Future Land Use Map (FLUM)** designation of **Calhoun Mixed Use-Village (CMU-V)** and are in the **Calhoun Mixed Use-Village (CMU-V)** zoning district.

The property owners are planning to establish a wedding venue at the previously approved Heron's Nest Marina located at 105 and 109 Calhoun Ave. (not a part of this request). An event venue is a Permitted Use in the **CMU** zoning district, but not in the **CMU-V** zoning district. Due to the parking requirements for the event venue, the applicant needs to provide more parking than currently exists at 105 and 109 Calhoun. However, the off-site parking regulations in the City's Land Development Code do not permit properties zoned **CMU-V** to be utilized as off-site parking and do not permit standalone parking lots; therefore, a rezone to **CMU** is required to allow the properties to be incorporated into the overall development site for the Heron's Nest Marina. The **FLUM** must be amended from **CMU-V** to **CMU**, in order to allow the zoning change. If the proposed **FLUM** and **Zoning Map** amendments are approved, these properties are proposed to be incorporated into the overall development site for the Heron's Nest Marina via a Development Order (DO) Deviation at a later date.

COMPREHENSIVE PLAN ANALYSIS:

Comprehensive Plan Policy 12-3.1.2 requires **Future Land Use Map Amendments** to be evaluated using the following criteria:

a. Orderly Development and Land Use Compatibility. Whether, and the extent to which, the proposal would maintain a compatible land use pattern, a smooth transition in the land use, considering the type and location of uses involved, the density, and intensity. Approval of a Comprehensive Plan amendment must be supported by evidence that the change will be consistent with Comprehensive Plan land use policies.

Staff Findings:

Per the City's Comprehensive Plan, the existing **CMU-V** and proposed **CMU FLUM** designations are within the Calhoun area of the "**MU**" **FLUM** designations as shown on the **FLUM Map. Policy 1-2.4.3: Mixed Use (MU)**. The "**MU**" designation intends to allow for an "*intense*" mix of uses within the Calhoun designation. Promoting "*innovative arrangements*" and accommodating a mix of uses and activities near each other to achieve compact development, reducing the need for vehicle trips on the local road network. The mix of uses envisioned in the Comprehensive Plan ranges from residential (long and short term), general commercial, hotel accommodations, medical, office, retail, and recreational uses.

Specifically, the Comprehensive Plan says the following about the "**Calhoun**" area.

*It is "...envisioned as a walkable, medium-scale resort-mixed use area. It also provides a transition between the South Harbor Mixed Use area and U.S. 98 to the south, the "Old Destin Area" to the northeast, and Clement Taylor Park to the north. In the intermediate future, this area is intended to undergo redevelopment. Planned developments that increase pedestrian connectivity, east-west vehicular connectivity, and parks or open space shall be encouraged. The **Calhoun** area has an excellent tree canopy and before major new development occurs, it is important the tree*

preservation ordinance be enhanced to ensure the lush character of this area continues even as new development occurs. The area shall redevelop as a mixed use area, accommodating primarily medium to high density long-term and short-term residential uses. Commercial hotels, motels, bed and breakfast establishments, and other commercial transient living accommodations shall be allowed. Permitted nonresidential uses shall include neighborhood retail commercial goods and services not exceeding 5,500 square feet, offices, water dependent activities, restaurants, and similar activities as shall be defined in the LDC. This area also permits appropriately scaled institutional uses.

The existing CMU-V and proposed CMU FLUM designations have the same General Development Standards in the Comprehensive Plan, except that the CMU designation has a more restrictive density. Therefore, the proposed FLUM amendment from CMU-V to CMU is compatible and would result in a slight decrease in the density permitted on the subject properties.

Staff finds that the proposed FLUM amendment to CMU maintains a compatible land use pattern, provides a smooth transition in the land use, and is consistent with Comprehensive Plan land use policies.

b. Adequate Public Facilities. Approval of a Comprehensive Plan amendment must be supported by evidence that the amendment will not result in public facilities and services exceeding the capacity for such services and facilities existing or programmed, including transportation, utilities, drainage, recreation, education, emergency services and similar necessary facilities and services.

Staff Findings:

The proposed FLUM amendment from CMU-V to CMU and the accompanying rezone from CMU-V to CMU was reviewed by the City's Technical Review Committee (TRC), including the utility and other public service providers. There were no objections provided by any of the reviewers.

Staff finds adequate public facilities are available to serve the project.

c. Natural Environment. Whether, and the extent to which, the proposal would result in significantly adverse impacts on the natural environment. An amendment of the Future Land Use Map shall not violate policies within the Comprehensive Plan that protect the natural environment.

Staff Findings:

The existing CMU-V and proposed CMU FLUM designations have the same General Development Standards in the Comprehensive Plan, except that CMU is limited to a maximum density of 6.0 dwelling units per acre for single-family residential and CMU-V allows a slightly higher density of a maximum of 9.0 dwelling units per acre. Therefore, the proposed FLUM amendment from CMU-V to CMU actually results in a slight decrease in the density permitted on the subject properties. The proposed amendment also does not violate any policies within the Comprehensive Plan that protect the natural environment.

Staff finds that the proposed amendment meets this criterion.

d. Economic Effects. Whether, and the extent to which, the proposal would adversely impact private property rights, the general health, safety, and welfare and adversely impact the financial resources of the City.

Staff Findings:

The proposed **CMU FLUM** designation is consistent and compatible with the surrounding area. It does not adversely impact private property rights, the general health, safety, and welfare and does not adversely impact the financial resources of the City.

Staff finds that the proposed amendment meets this criterion.

e. Public Interest Enabling Act. Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of the Comprehensive Plan and its enabling legislation. Amendments shall be consistent with the Comprehensive Plan and enabling legislation.

Staff Findings:

The proposed **CMU FLUM** designation is consistent and compatible with the surrounding area and is in harmony with the purpose and intent of the Comprehensive Plan and its enabling legislation.

Staff finds that the proposed amendment meets this criterion.

f. Special Privileges. Whether the proposed amendment would constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Findings:

The proposed **FLUM** amendment from **CMU-V** to **CMU** would not constitute a grant of special privilege to an individual owner as contrasted with the public welfare, as the proposed amendment has been evaluated for compatibility with the surrounding area and consistency with the Comprehensive Plan on its own merits.

Staff finds that the proposed amendment meets this criterion.

g. Other Matters. Other matters related to the Comprehensive Plan and conditions since adoption of the plan, which the City may deem appropriate in considering the amendment.

Staff Findings:

Staff finds that the proposed **FLUM** amendment does not adversely impact any other matters related to the Comprehensive Plan and conditions since adoption of the plan.

Staff finds that the proposed amendment meets this criterion.

PUBLIC COMMENT:

None received to date.

- A. **Link to Strategic Goals / Objectives:** III. Economic Development and Revitalization
- B. **Effect on Budget (EOB):** There is no anticipated impact on the budget.
- C. **Level of Service (LOS):** There is no anticipated impact on the Level of Service (LOS)
- D. **Legislative Sponsor:**

III. CONCLUSION: Based on staff findings, the proposed **FLUM** amendment from **CMU-V** to **CMU** and the accompanying **rezone** from **CMU-V** to **CMU** are consistent and compatible with the surrounding area, and are in compliance with the applicable criteria for **FLUM** amendments in **Comprehensive Plan Policy 12-3.1.2**.

The Local Planning Agency (LPA) met on July 18, 2024 and voted 5 to 0 to recommend that City Council approve the **Proposed Ordinances 24-07-PC and 24-08-LC**.

At the first reading on August 5, 2024, City Council voted 5 to 2 to approve **Proposed Ordinance 24-07-PC**.

IV. RECOMMENDED MOTION: I move that City Council adopt proposed Ordinance 24-07-PC.

ALTERNATE MOTIONS:

I move that City Council approve with conditions/approve with modifications/deny the proposed Ordinance 24-07-PC.

Attachments:

1. 1_ Proposed FLUM Ordinance 24-07-PC
2. 3_ Boundary Survey
3. 4_ Warranty Deeds
4. 5_ Public Notice Documents

ORDINANCE NO. 24-07-PC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE ADOPTION OF A SMALL SCALE AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO INCLUDE A CHANGE IN FUTURE LAND USE DESIGNATION OF EIGHT PARCELS OF REAL PROPERTY LOCATED NORTH OF CALHOUN AVENUE, AS DESCRIBED AND DEPICTED IN EXHIBIT “A”, CONSISTING OF APPROXIMATELY 4.75 ACRES, FROM CALHOUN MIXED USE- VILLAGE (CMU-V) TO CALHOUN MIXED USE (CMU); PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

(PARCEL ID NUMBERS: 00-2S-22-0630-0000-1230; 00-2S-22-0630-0000-1240; 00-2S-22-0310-000D-072J; 00-2S-22-0310-000D-072I, 00-2S-22-0310-000D-0040; 00-2S-22-0310-000D-0030; 00-2S-22-0310-000D-0020; 00-2S-22-0310-000D-002A).

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 applicant desires to change the future land use designation from the Low Density Residential (LDR) future land use designation to the Institutional (IN) future land use designation in the City’s Comprehensive Plan on a parcel of land located east of the Destin Airport, containing 25.38 acres, more or less, lying within the corporate limits of the City; and

WHEREAS, after due public notice, a public hearing was conducted by the Local Planning Agency on November 17, 2022, and its recommendations reported to the City Council; and

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

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

SECTION 3. ADOPTION OF THE AMENDMENT TO THE FUTURE LAND USE MAP:

The City of Destin’s Future Land Use Map is hereby amended by changing the future land use designation from **Calhoun Mixed Use - Village (CMU-V)** to **Calhoun Mixed Use (CMU)** for the specific area of land located on Calhoun Avenue with the following Parcel Identification Numbers: 00-2S-22-0630-0000-1230; 00-2S-22-0630-0000-1240; 00-2S-22-0310-000D-072J; 00-2S-22-0310-000D-072I, 00-2S-22-0310-000D-0040; 00-2S-22-0310-000D-0030; 00-2S-22-0310-000D-0020; 00-2S-22-0310-000D-002A, consisting of approximately **4.75** acres, which is depicted in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 4. INCORPORATION INTO COMPREHENSIVE PLAN. Upon the effective date of the comprehensive plan amendment adopted by this Ordinance, said amendment shall be incorporated into the City of Destin's Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 7. EFFECTIVE DATE. The comprehensive plan amendment shall not become effective until 31 days after adoption by the City Council, except however, if the plan amendment is timely challenged, this Ordinance shall not become effective until the date a final order is issued by the State Land Planning Agency, or the date the Administration Commission enters a final order determining that the adopted plan amendment is in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it becomes effective. After and from the effective date of this amendment, the comprehensive plan amendment set forth herein shall amend the City of Destin's Comprehensive Plan and shall become a part of that plan and the amendment shall have the legal status of the City of Destin's Comprehensive Plan, as amended.

ADOPTED THIS ___ DAY OF _____ 2024.

BY: _____
Bobby Wagner, Mayor

ATTEST:

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

Rey Bailey, City Clerk

Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____

EXHIBIT A

Legal Descriptions for 8 parcels included in application.

1. 102 Calhoun Avenue (00-2S-22-0630-0000-1230)
2. 104 Calhoun Avenue (00-2S-22-0630-0000-1240)
3. 105 Sibert Avenue (00-2S-22-0310-000D-0020)
4. 108 Calhoun Avenue (00-2S-22-0310-000D-072J)
5. 118 Calhoun Avenue (00-2S-22-0310-000D-072I)
6. No Physical Address (00-2S-22-0310-000D-002A)
7. 109 Sibert Avenue (00-2S-22-0310-000D-0030)
8. 115 Sibert Avenue (00-2S-22-0310-000D-0040)

1. All that part of Lot Numbered 12 of the Moreno Point Military Reservation survey of lots, plat of which is of record in the office of the Circuit Court of Okaloosa County, Florida, lying East of Calhoun Avenue, except the following: The North 200 feet of the above described Lot 12, and except: Beginning at the SE corner of said Lot 12; thence N. 72 D. 52'40" E a distance of 100 feet; thence N. 72 D. 08'50" W. a distance of 245.12 feet, more or less, to the East line of Calhoun Avenue; thence along said East line of Calhoun Ave., South a distance of 100 feet, more or less, to the North line of First Street; thence S. 72 D. 08'50" E. along said North line of First Street, a distance of 250.54 feet, more or less, to the **POB**. Said parcel, hereby being conveyed, having a frontage of 80.56 feet on Calhoun Avenue and extending Eastwardly between parallel lines 240 feet, more or less, to the West boundary of Lot Numbered Two (2) to Calhoun's SID of Addition to Town of Destin, Florida.
- 2 & 3. The North 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59 at page 209 of the records of Okaloosa County, Florida. The South line of the said one hundred feet (100 feet) to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, ALSO the South 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59, at Page 209 of the records of Okaloosa County, Florida. The south line of the said 100 feet to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, plat of which is on record in the Office of the Clerk of the Circuit Court of Okaloosa County, Florida. AND Lot 2, Block D, Calhoun's Subdivision of Addition to Destin, according to the map or plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida. Less and Except: A portion of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43A, Okaloosa County, Florida and being more particularly described as follows: Begin at the permanent reference monument which lies at the Southernmost corner of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as

recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida, being at the intersection of the right of way of Sibert Avenue with Zerbe Street (platted as First Street); thence run North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue (100 foot right of way) a distance of 140.00 feet to an iron rod LB# 2355; thence North 45 degrees 22 minutes 58 seconds West a distance of 135.98 feet to an iron rod LB#2355 on the West line of said Lot 2; thence South 06 degrees 14 minutes 28 seconds West, along said West line, a distance of 190.45 feet to an iron rod LB# 2355, being the Southwest corner of Lot 2 and also the Southeast corner of Lot 1, Edra Subdivision, as recorded in Plat Book 7, Page 37, Okaloosa county, Florida; thence South 73 degrees 32 minutes 52 seconds East, along the Northerly right of way of Zerbe Street (60 foot right of way) a distance of 19.71 feet to the Point of Beginning. Bearings based on North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue.

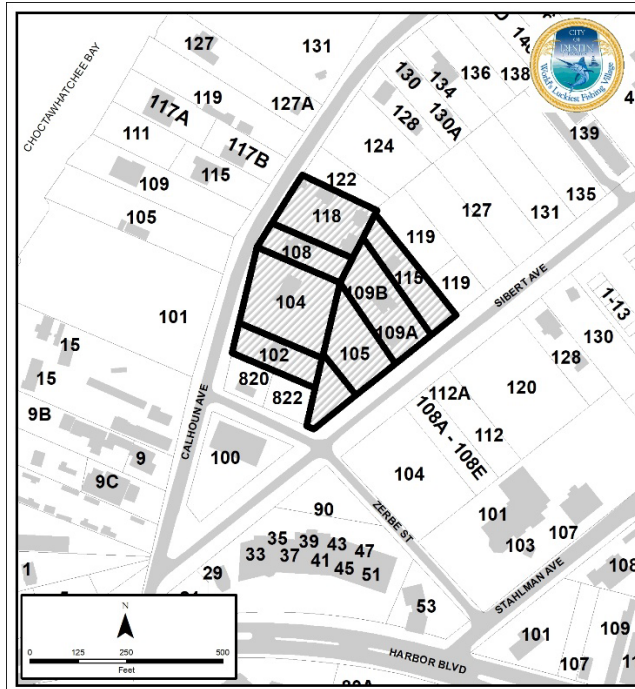
4. Being a portion of Lot #72 Calhouns Subdivision of Addition to Town of Destin, Okaloosa County, Florida, plat of which is of record in the office of the Clerk of Circuit Court of Okaloosa County, Florida, described as follows: Commence at a concrete monument marking the Southeast corner of Lot 13 Moreno Point Military Reservation Survey of Lots; thence S72° 08' SO"E to a point in the East right-of-way line of State Road 30 Alternate (Calhoun Avenue) marking the Southwest corner of said Lot #72, which is the point of Beginning; thence continue S72° 08' SO" E to a point in the Northwest boundary line of Lot #3 Calhouns SID; thence with said Northwest line of said Lot #3 in a Northwesterly direction sixty-eight (68) feet to a point; thence Northwesterly to a point in said East right-of-way line of said State Road 30 Alternate (Calhoun Avenue) seventy three & five tenths (73.5) feet Northeasterly from a point of beginning; thence Southwesterly with said East right-of-way line of said State Road 30 Alternate (Calhoun avenue) seventy-three and five tenths (73.5) feet to the point of beginning.

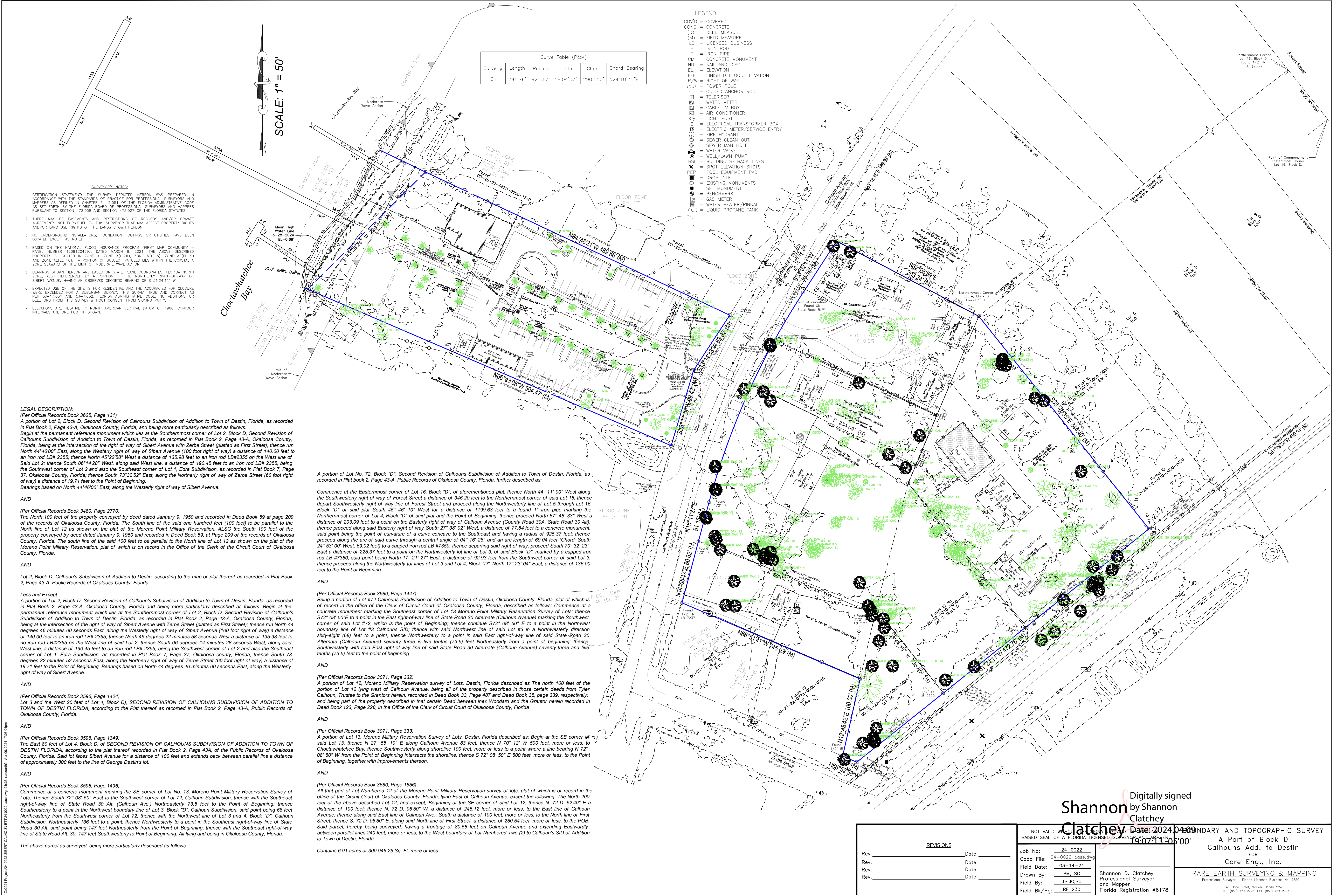
5. Commence at a concrete monument marking the SE corner of Lot No. 13, Moreno Point Military Reservation Survey of Lots; Thence South 72° 08' 50" East to the Southwest corner of Lot 72, Calhoun Subdivision; thence with the Southeast right-of-way line of State Road 30 Alt. (Calhoun Ave.) Northeasterly 73.5 feet to the Point of Beginning; thence Southeasterly to a point in the Northwest boundary line of Lot 3, Block "D", Calhoun Subdivision, said point being 68 feet Northeasterly from the Southwest corner of Lot 72; thence with the Northwest line of Lot 3 and 4, Block "D", Calhoun Subdivision, Northeasterly 136 feet to a point; thence Northwesterly to a point in the Southeast right-of-way line of State Road 30 Alt. said point being 147 feet Northeasterly from the Point of Beginning; thence with the Southeast right-of-way line of State Road Alt. 30, 147 feet Southwesterly to Point of Beginning. All lying and being in Okaloosa County, Florida. The above parcel as surveyed, being more particularly described as follows: A portion of Lot No. 72, Block "D", Second Revision of Calhouns Subdivision of Addition to Town of Destin, Florida, as recorded in Plat book 2, Page 43-A, Public Records of Okaloosa County, Florida, further described as: Commence at the Easternmost corner of Lot 16, Block "D", of aforementioned plat; thence North 44 ° 11' 00" West along the Southwesterly right of way of Forest Street a distance of 346.20 feet to the Northernmost corner of said Lot 16; thence depart Southwesterly right of way line of Forest Street and proceed along the Northwesterly line of Lot 5 through Lot 16, Block "D" of said plat South 45° 46' 10" West for a distance of 1199.63 feet to a found 1" iron pipe marking the Northernmost corner of Lot 4, Block "D" of said plat and the Point of

Beginning; thence proceed North 67° 45' 33" West a distance of 203.09 feet to a point on the Easterly right of way of Calhoun Avenue (County Road 30A, State Road 30 Alt); thence proceed along said Easterly right of way South 27° 38' 02" West, a distance of 77.84 feet to a concrete monument, said point being the point of curvature of a curve concave to the Southeast and having a radius of 925.37 feet; thence proceed along the arc of said curve through a central angle of 04° 16' 28" and an arc length of 69.04 feet (Chord: South 24° 53' 00" West, 69.02 feet) to a capped iron rod LB #7350; thence departing said right of way, proceed South 70° 32' 23" East a distance of 225.37 feet to a point on the Northwestern lot line of Lot 3, of said Block "D", marked by a capped iron rod LB #7350, said point being North 17° 21' 27" East, a distance of 92.93 feet from the Southwest corner of said Lot 3; thence proceed along the Northwestern lot lines of Lot 3 and Lot 4, Block "D", North 17° 23' 04" East, a distance of 136.00 feet to the Point of Beginning.

6. A PORTION OF LOT 2, BLOCK D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, FLORIDA. AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OKALOOSA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS **FOLLOWS:** BEGIN AT THE PERMANENT REFERENCE MONUMENT WHICH LIES AT THE SOUTHERNMOST CORNER OF LOT 2, BLOCK D. SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A. OKALOOSA COUNTY, FLORIDA, BEING AT THE INTERSECTION OF THE RIGHT OF WAY OF SIBERT AVENUE WITH ZERBE STREET (PLATTED AS FIRST STREET); THENCE RUN NORTH 44°46'00" EAST, ALONG THE WESTERLY RIGHT OF WAY OF SIBERT AVENUE (100 FOOT RIGHT OF WAY) A DISTANCE OF 140.00 FEET TO AN IRON ROD LB# 2355; THENCE NORTH 45°22'58" WEST A DISTANCE OF 135.98 FEET TO AN IRON ROD LB#2355 ON THE WEST LINE OF SAID LOT 2; THENCE SOUTH 06°14'28" WEST, ALONG SAID WEST LINE, A DISTANCE OF 190.45 FEET TO AN IRON ROD LB# 2355, BEING THE SOUTHWEST CORNER OF LOT 2 AND ALSO THE SOUTHEAST CORNER OF LOT 1, EDRA SUBDIVISION, AS RECORDED IN PLAT BOOK 7, PAGE 37, OKALOOSA COUNTY, FLORIDA; THENCE SOUTH 73°32'52" EAST, ALONG THE NORTHERLY RIGHT OF WAY OF ZERBE STREET (60 FOOT RIGHT OF WAY) A DISTANCE OF 19.71 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON NORTH 44 ° 46'00" EAST, ALONG THE WESTERLY RIGHT OF WAY OF SIBERT AVENUE.
7. Lot 3 and the West 20 feet of Lot 4, Block D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the Plat thereof as recorded in Plat Book 2, Page-43-A, Public Records of Okaloosa County, Florida. Parcel ID Number: 00-2S-22-0310-000D-0030 Being and intended to be the same premises conveyed to the Grantor herein by deed recorded November 3, 2015 in Book 3223, Page 1636, Public Records of Okaloosa County, Florida.
8. The East 80 feet of Lot 4, Block D, of SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the plat thereof recorded in Plat Book 2, Page 43A, of the Public Records of Okaloosa County, Florida. Said lot faces Sibert Avenue for a distance of 100 feet and extends back between parallel line a distance of approximately 300 feet to the line of George Destin's lot. Parcel ID Number: 00-2S-22-0310-000D-0040 Being and intended to be the same premises conveyed to the Grantor herein by

deed recorded December 12, 2016 in Book 3279, Page 1883, Public Records of Okaloosa County, Florida.





SURVEYOR'S NOTES:

- CERTIFICATION STATEMENT: THE SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-7.051 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.008 AND SECTION 472.027 OF THE FLORIDA STATUTES.
- THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
- NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED.
- BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM "FIRM" MAP COMMUNITY - PANEL NUMBER 12091C046B, DATED MARCH 9, 2021, THE ABOVE DESCRIBED PROPERTY IS LOCATED IN ZONE X, ZONE X(0.2%), ZONE AE(EL), ZONE AE(EL 9) AND ZONE AE(EL 10). A PORTION OF SUBJECT PARCELS LIES WITHIN THE COASTAL A ZONE SEAWARD OF THE LIMIT OF MODERATE WAVE ACTION.
- BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, ALSO REFERENCED BY A PORTION OF THE NORTHERLY RIGHT-OF-WAY OF SIBERT AVENUE, HAVING AN OBSERVED GEODETIC BEARING OF S 51°24'11" W.
- EXPECTED USE OF THE SITE IS FOR RESIDENTIAL AND THE ACCURACIES FOR CLOSURE WERE EXCEEDED IN ZONE X, ZONE X(0.2%), ZONE AE(EL), ZONE AE(EL 9) AND ZONE AE(EL 10). A PORTION OF SUBJECT PARCELS LIES WITHIN THE COASTAL A ZONE SEAWARD OF THE LIMIT OF MODERATE WAVE ACTION.
- ELEVATIONS ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988. CONTOUR INTERVALS ARE ONE FOOT IF SHOWN.

LEGAL DESCRIPTION:

(Per Official Records Book 3625, Page 131)
A portion of Lot 2, Block D, Second Revision of Calhouns Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida, and being more particularly described as follows:
Begin at the permanent reference monument which lies at the Southernmost corner of Lot 2, Block D, Second Revision of Calhouns Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida, being at the intersection of the right of way of Sibert Avenue with Zerbe Street (platted as First Street); thence run North 44°46'00" East, along the Westerly right of way of Sibert Avenue (100 foot right of way) a distance of 140.00 feet to an iron rod LB# 2355; thence North 45°22'58" West a distance of 135.98 feet to an iron rod LB#2355 on the West line of said Lot 2; thence South 06°14'28" West, along said West line, a distance of 190.45 feet to an iron rod LB# 2355, being the Southwest corner of Lot 2 and also the Southeast corner of Lot 1, Edra Subdivision, as recorded in Plat Book 7, Page 37, Okaloosa County, Florida; thence South 73°32'52" East, along the Northerly right of way of Zerbe Street (60 foot right of way) a distance of 19.71 feet to the Point of Beginning.
Bearings based on North 44°46'00" East, along the Westerly right of way of Sibert Avenue.

AND

(Per Official Records Book 3480, Page 2770)
The North 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59 at page 209 of the records of Okaloosa County, Florida. The South line of the said one hundred feet (100 feet) to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, ALSO the South 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59, at Page 209 of the records of Okaloosa County, Florida. The south line of the said 100 feet to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, plat of which is on record in the Office of the Clerk of the Circuit Court of Okaloosa County, Florida.

AND

Lot 2, Block D, Calhoun's Subdivision of Addition to Destin, according to the map or plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

Less and Except:

A portion of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida and being more particularly described as follows: Begin at the permanent reference monument which lies at the Southernmost corner of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida, being at the intersection of the right of way of Sibert Avenue with Zerbe Street (platted as First Street); thence run North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue (100 foot right of way) a distance of 140.00 feet to an iron rod LB# 2355; thence North 45 degrees 22 minutes 58 seconds West a distance of 135.98 feet to no iron rod LB#2355 on the West line of said Lot 2; thence South 06 degrees 14 minutes 28 seconds West, along said West line, a distance of 190.45 feet to an iron rod LB# 2355, being the Southwest corner of Lot 2 and also the Southeast corner of Lot 1, Edra Subdivision, as recorded in Plat Book 7, Page 37, Okaloosa county, Florida; thence South 73 degrees 32 minutes 52 seconds East, along the Northerly right of way of Zerbe Street (60 foot right of way) a distance of 19.71 feet to the Point of Beginning. Bearings based on North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue.

AND

(Per Official Records Book 3596, Page 1424)
TOWN OF DESTIN FLORIDA, according to the Plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

AND

(Per Official Records Book 3596, Page 1349)
The East 80 feet of Lot 4, Block D, of SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the plat thereof recorded in Plat Book 2, Page 43A, of the Public Records of Okaloosa County, Florida. Said lot faces Sibert Avenue for a distance of 100 feet and extends back between parallel line a distance of approximately 300 feet to the line of George Destin's lot.

AND

(Per Official Records Book 3596, Page 1496)
Commence at a concrete monument marking the SE corner of Lot No. 13, Moreno Point Military Reservation Survey of Lots; Thence South 72° 08' 50" East to the Southwest corner of Lot 72, Calhoun Subdivision; thence with the Southeast right-of-way line of State Road 30 Alt. (Calhoun Ave.) Northeasterly 73.5 feet to the Point of Beginning; thence Southeasterly to a point in the Northwest boundary line of Lot 3, Block "D", Calhoun Subdivision, said point being 68 feet Northeasterly from the Southwest corner of Lot 72; thence with the Northwest line of Lot 3 and 4, Block "D", Calhoun Subdivision, Northeasterly 136 feet to a point; thence Northeasterly to a point in the Southeast right-of-way line of State Road 30 Alt. said point being 147 feet Northeasterly from the Point of Beginning; thence with the Southeast right-of-way line of State Road Alt. 30, 147 feet Southwestly to Point of Beginning. All lying and being in Okaloosa County, Florida.

The above parcel as surveyed, being more particularly described as follows:

A portion of Lot No. 72, Block "D", Second Revision of Calhouns Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida, further described as:

Commence at the Easternmost corner of Lot 16, Block "D", of aforementioned plat; thence North 44° 11' 00" West along the Southwestly right of way of Forest Street a distance of 346.20 feet to the Northernmost corner of said Lot 16; thence depart Southwestly right of way line of Forest Street and proceed along the Northwestly line of Lot 5 through Lot 16, Block "D" of said plat South 45° 46' 10" West for a distance of 1199.63 feet to a found 1" iron pipe marking the Northernmost corner of Lot 4, Block "D" of said plat and the Point of Beginning; thence proceed North 67° 45' 33" West a distance of 203.09 feet to a point on the Easterly right of way of Calhoun Avenue (County Road 30A, State Road 30 Alt); thence proceed along said Easterly right of way South 27° 38' 02" West, a distance of 77.84 feet to a concrete monument, said point being the point of curvature of a curve concave to the Southeast and having a radius of 925.37 feet; thence proceed along the arc of said curve through a central angle of 04° 16' 28" and an arc length of 69.04 feet (Chord: South 24° 53' 00" West, 69.02 feet) to a capped iron rod LB #7350; thence departing said right of way, proceed South 70° 32' 23" East a distance of 225.37 feet to a point on the Northwestly lot line of Lot 3, of said Block "D", marked by a capped iron rod LB #7350, said point being North 17° 21' 27" East, a distance of 92.93 feet from the Southwest corner of said Lot 3; thence proceed along the Northwestly tot lines of Lot 3 and Lot 4, Block "D", North 17° 23' 04" East, a distance of 136.00 feet to the Point of Beginning.

AND

(Per Official Records Book 3680, Page 1447)
Being a portion of Lot #72 Calhouns Subdivision of Addition to Town of Destin, Okaloosa County, Florida, plat of which is of record in the office of the Clerk of Circuit Court of Okaloosa County, Florida, described as follows: Commence at a concrete monument marking the Southernmost corner of Lot 13 Moreno Point Military Reservation Survey of Lots; thence S72° 08' 50"E to a point in the East right-of-way line of State Road 30 Alternate (Calhoun Avenue) marking the Southwest corner of said Lot #72, which is the point of Beginning; thence continue S72° 08' 50" E to a point in the Northwest boundary line of Lot #3 Calhouns SID; thence with said Northwest line of said Lot #3 in a Northwestly direction sixty-eight (68) feet to a point; thence Northwestly to a point in said East right-of-way line of said State Road 30 Alternate (Calhoun Avenue) seventy three & five tenths (73.5) feet Northeasterly from a point of beginning; thence Southwestly with said East right-of-way line of said State Road 30 Alternate (Calhoun Avenue) seventy-three and five tenths (73.5) feet to the point of beginning.

AND

(Per Official Records Book 3071, Page 332)
A portion of Lot 12, Moreno Military Reservation survey of Lots, Destin, Florida described as The north 100 feet of the portion of Lot 12 lying west of Calhoun Avenue, being all of the property described in those certain deeds from Tyler Calhoun, Trustee to the Grantors herein, recorded in Deed Book 33, Page 487 and Deed Book 35, page 339, respectively; and being part of the property described in that certain Deed between Inex Woodward and the Grantor herein recorded in Deed Book 123, Page 228, in the Office of the Clerk of Circuit Court of Okaloosa County, Florida

AND

(Per Official Records Book 3071, Page 333)
A portion of Lot 13, Moreno Military Reservation Survey of Lots, Destin, Florida described as: Begin at the SE corner of said Lot 13, thence N 27° 55' 10" E along Calhoun Avenue 83 feet, thence N 70° 12' W 500 feet, more or less, to Chocotawatchee Bay; thence Southwestly along shoreline 100 feet, more or less to a point where a line bearing N 72° 08' 50" W from the Point of Beginning intersects the shoreline; thence S 72° 08' 50" E 500 feet, more or less, to the Point of Beginning, together with improvements thereon.

AND

(Per Official Records Book 3680, Page 1556)
All that part of Lot Numbered 12 of the Moreno Point Military Reservation survey of lots, plat of which is of record in the office of the Clerk of the Circuit Court of Okaloosa County, Florida, lying East of Calhoun Avenue, except the following: The North 200 feet of the above described Lot 12, and except; Beginning at the SE corner of said Lot 12; thence N. 72 D. 52°40' E a distance of 100 feet; thence N. 72 D. 08°50' W, a distance of 245.12 feet, more or less, to the East line of Calhoun Avenue; thence along said East line of Calhoun Ave., South a distance of 100 feet, more or less, to the North line of First Street; thence S. 72 D. 08°50' E, along said North line of First Street, a distance of 250.54 feet, more or less, to the POB. Said parcel, hereby being conveyed, having a frontage of 80.56 feet on Calhoun Avenue and extending Eastwardly between parallel lines 240 feet, more or less, to the West boundary of Lot Numbered Two (2) to Calhoun's SID of Addition to Town of Destin, Florida.

Contains 6.91 acres or 300,946.25 Sq. Ft. more or less.

REVISIONS		NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	
Rev.	Date:	Job No:	24-0022
Rev.	Date:	Cadd File:	24-0022_bose.dwg
Rev.	Date:	Field Date:	03-14-24
Rev.	Date:	Drawn By:	PM, SC
		Field By:	TSJC,SC
		Field Bk/Pg:	RE 230

Shannon by Shannon Clatchey	Digitally signed Shannon Clatchey Date: 2024.04.09 19:13:05-05'00'
Shannon D. Clatchey Professional Surveyor and Mapper Florida Registration #6178	RARE EARTH SURVEYING & MAPPING Professional Surveyor - Florida Licensed Business No. 7350 1430 Pine Street, Knoxville Florida 35298 Tel. (800) 729-2722 Fax. (800) 729-2797

Prepared by and Return to:
McNeese Title, LLC
Cynthia Kelley
36468 Emerald Coast Parkway, Suite 1201
Destin, Florida 32541
Our File Number: 21-0555CK

For official use by Clerk's office only

STATE OF Florida
COUNTY OF Okaloosa

SPECIAL WARRANTY DEED

THIS INDENTURE, made this December 28, 2021, between Destin Bay House Cottages, LLC, a Florida limited liability company, whose mailing address is: 4608 Opa Locka Lane, Destin, Florida 32541 ("Grantor"), and LDV Land Development, LLC, a Florida limited liability company, whose mailing address is: 196 N Holiday Road, Miramar Beach, Florida 32550 ("Grantee"),

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto Grantee, his/her/their heirs and assigns, the following described property (the "Property"), to wit:

Lot 3 and the West 20 feet of Lot 4, Block D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the Plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

Parcel ID Number: **00-2S-22-0310-000D-0030**

Being and intended to be the same premises conveyed to the Grantor herein by deed recorded **November 3, 2015** in Book **3223**, Page **1636**, Public Records of **Okaloosa County, Florida**.

Subject, however, to all covenants, conditions, restrictions, reservations, limitations and easements of record, and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee, that the Property is free from all encumbrances made by Grantor, and Grantor does bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Property to the Grantee and Grantee's heirs, successors, and assigns, against every person lawfully claiming the Property, or any part thereof, by, through, or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on December 23rd, 2021.

Signed, sealed and delivered
in the presence of:

Destin Bay House Cottages, LLC

Sabrina Hatcher
Witness signature

Sabrina Hatcher
Print witness name

Cynthia Kelley
Witness signature

Cynthia Kelley
Print witness name

Michael A. Shoults

By Michael A. Shoults, Its Member

Nancy S. Shoults

By Nancy S. Shoults, Its Member

State of Florida
County of Okaloosa

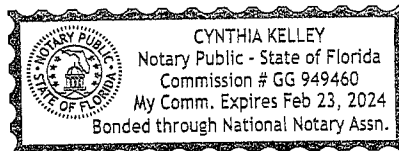
The foregoing instrument was acknowledged before me by means of physical presence, this 23rd day of December, 2021 by Michael A. Shoults and Nancy S. Shoults, the Members and on behalf of Destin Bay House Cottages, LLC, who are personally known to me or who produced _____ as identification.

Cynthia Kelley
Notary Public

Cynthia Kelley
Print Notary Name

My Commission Expires: 02/23/2024

Notary Seal



Prepared by and return to:
SHANNON L. WIDMAN, ESQ.
PORATH & ASSOCIATES, P.A.
1732 W Co Hwy 30A #106
Santa Rosa Beach, FL 32459
(850) 622-0102

DC Adelfosse
JD Peacock II Clerk of Circuit Court Okaloosa County, FL

Recording Fee: \$ 18.50
Doc Stamps: \$ 4,900.00

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SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 28 day of September, 2023,
between **West End RV, LLC, a Florida limited liability company (Grantor) and WLSL,
LLC, a Florida limited liability company of 600 4th St, Destin, FL 32541 (Grantee).**

WITNESSETH, that Grantor, for and in consideration of the sum of \$10.00, and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, quitclaims to Grantee and Grantee's heirs, executors, administrators, and assigns forever all of the right, title, and interest of Grantor in the following described land situated in **Okaloosa** County, Florida:

Legal Description:

The North 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59 at page 209 of the records of Okaloosa County, Florida. The South line of the said one hundred feet (100 feet) to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, ALSO the South 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59, at Page 209 of the records of Okaloosa County, Florida. The south line of the said 100 feet to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, plat of which is on record in the Office of the Clerk of the Circuit Court of Okaloosa County, Florida.

AND

Lot 2, Block D, Calhoun's Subdivision of Addition to Destin, according to the map or plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

Less and Except:

A portion of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43A, Okaloosa County, Florida and being more particularly described as follows: Begin at the permanent reference monument which lies at the Southernmost corner of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida, being at the intersection of the right of way of Sibert Avenue with Zerbe Street (platted as First Street); thence run North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue (100 foot right of way) a distance of 140.00 feet to an iron rod LB# 2355; thence North 45 degrees 22 minutes 58 seconds West a distance of 135.98 feet to an iron rod LB#2355 on the West line of said Lot 2; thence South 06 degrees 14 minutes 28 seconds West, along said West line, a distance of 190.45 feet to an iron rod LB# 2355, being the Southwest corner of Lot 2 and also the Southeast corner of Lot 1, Edra Subdivision, as

10/09/2023 03:52 PM

recorded in Plat Book 7, Page 37, Okaloosa county, Florida; thence South 73 degrees 32 minutes 52 seconds East, along the Northerly right of way of Zerbe Street (60 foot right of way) a distance of 19.71 feet to the Point of Beginning. Bearings based on North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue.

PARCEL ID NUMBER: 00-2S-0310-000D-0020

Subject to the mortgage from West End RV, LLC to Katsue White as Trustee of the White Family Trust dated October 10, 2022, restated May 2, 2012, ISAOA, ATIMA.

Subject to covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

DISCLAIMER: This instrument was prepared without benefit of an abstract/record or other inquiry as to title or deed description and is drafted based solely upon the representation of the parties hereto.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Grantor:

West End RV, LLC

A Florida limited liability company

Wayne Lung

By: Wayne Lung, Managing Member

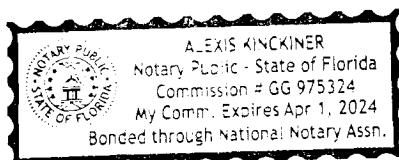
Witnesses:

Alexis Kinckiner
Witness Name: Alexis Kinckiner

Sharon C. Wolman
Witness Name: Sharon C. Wolman

STATE OF Florida
COUNTY OF Walton

The foregoing instrument was acknowledged before me by Wayne Lung who identified this instrument as a Special Warranty Deed, before me by means of x physical presence, or by online notary, on this 28 day of September, 2023, who is/are personally known to me or who has/have produced as identification.



[Signature]
NOTARY PUBLIC STATE OF Florida
MY COMMISSION EXPIRES: April 1, 2024

Prepared by and return to:

Linda Kramer
Porath & Associates, P.A.
1732 W. Co Hwy 30A, Ste. 106
Santa Rosa Beach, FL 32459
(850) 622-0102
File Number: 23-237
Parcel Identification No. : 00-2S-22-0630-0000-1230

Recording: \$18.50

Doc Stamps: \$4,200.00

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Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Warranty Deed made this 9th day of June, 2023 between Kimberly Ann White, Individually, as to a life estate, and Kimberly Ann White, as Trustee of the K. A. White Trust dated September 9, 2019 whose post office address is 12600 SW Crescent Street #312, Beaverton, OR 97005, grantor, and WLSL, LLC, a Florida Limited Liability Company whose post office address is 600 4th Street, Destin, FL 32541, grantee:

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Okaloosa County, Florida to-wit:

All that part of Lot Numbered 12 of the Moreno Point Military Reservation survey of lots, plat of which is of record in the office of the Circuit Court of Okaloosa County, Florida, lying East of Calhoun Avenue, except the following:

The North 200 feet of the above described Lot 12, and except: Beginning at the SE corner of said Lot 12; thence N. 72 D. 52'40" E a distance of 100 feet; thence N. 72 D. 08'50" W. a distance of 245.12 feet, more or less, to the East line of Calhoun Avenue; thence along said East line of Calhoun Ave., South a distance of 100 feet, more or less, to the North line of First Street; thence S. 72 D. 08'50" E. along said North line of First Street, a distance of 250.54 feet, more or less, to the POB. Said parcel, hereby being conveyed, having a frontage of 80.56 feet on Calhoun Avenue and extending Eastwardly between parallel lines 240 feet, more or less, to the West boundary of Lot Numbered Two (2) to Calhoun's S/D of Addition to Town of Destin, Florida.

Parcel Identification Number: 00-2S-22-0630-0000-1230

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

Subject to taxes for the current year and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

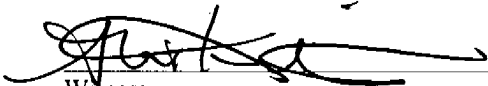
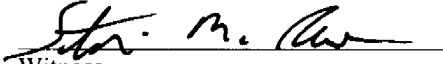
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the current year.

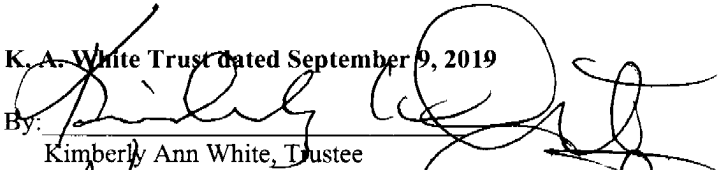
* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


 Witness
 Printed Name: Alexis Kinckiner

 Witness
 Printed Name: Stephanie M. Phalen

K. A. White Trust dated September 9, 2019

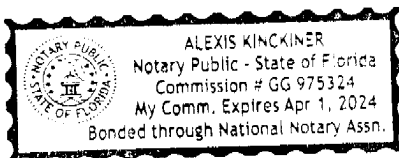
By: 
 Kimberly Ann White, Trustee

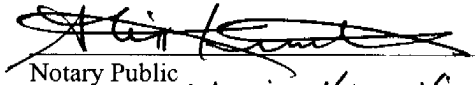

 Kimberly Ann White

State of Florida
 County of Walton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of June, 2023 by Kimberly Ann White, Trustee of the K. A. White Trust dated September 9, 2019 and Kimberly Ann White, Individually who ☐ is personally known or ☒ has produced a driver's license as identification.

[Seal]




 Notary Public

Print Name: Alexis Kinckiner

My Commission Expires: April 1, 2024

Prepared by and return to:

Linda Kramer
Porath & Associates, P.A.
1732 W. Co Hwy 30A, Ste. 106
Santa Rosa Beach, FL 32459
(850) 622-0102
File Number: **23-239**
Parcel Identification No. : **00-2S-22-0310-000D-072J**

Recording: \$18.50

Doc Stamps: \$3,500.00

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Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Warranty Deed made this **9th day of June, 2023** between **Katsue White, Trustee of the White Family Trust** dated **October 10, 2002** as restated on **May 2, 2012** whose post office address is **12600 SW Crescent Street #312, Destin, FL 32541**, grantor, and **WLSL, LLC, a Florida Limited Liability Company** whose post office address is **600 4th Street, Destin, FL 32541**, grantee:

Witnesseth, that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Okaloosa County, Florida** to-wit:

Being a portion of Lot #72 Calhouns Subdivision of Addition to Town of Destin, Okaloosa County, Florida, plat of which is of record in the office of the Clerk of Circuit Court of Okaloosa County, Florida, described as follows: Commence at a concrete monument marking the Southeast corner of Lot 13 Moreno Point Military Reservation Survey of Lots; thence S72° 08' 50"E to a point in the East right-of-way line of State Road 30 Alternate (Calhoun Avenue) marking the Southwest corner of said Lot #72, which is the point of Beginning; thence continue S72° 08' 50" E to a point in the Northwest boundary line of Lot #3 Calhouns S/D; thence with said Northwest line of said Lot #3 in a Northwesterly direction sixty-eight (68) feet to a point; thence Northwesterly to a point in said East right-of-way line of said State Road 30 Alternate (Calhoun Avenue) seventy three & five tenths (73.5) feet Northeasterly from a point of beginning; thence Southwesterly with said East right-of-way line of said State Road 30 Alternate (Calhoun avenue) seventy-three and five tenths (73.5) feet to the point of beginning.

Parcel Identification Number: 00-2S-22-0310-000D-072J

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

Subject to taxes for the current year and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

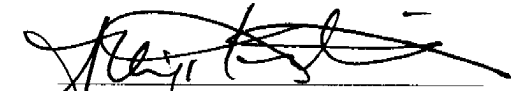
To Have and to Hold, the same in fee simple forever.

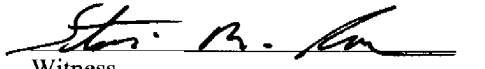
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the current year.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

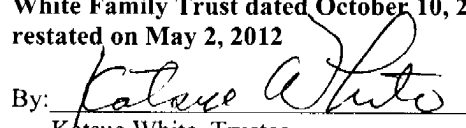
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


 Witness
 Printed Name: Alexis Kinckine


 Witness
 Printed Name: Stephanie M. Anderson

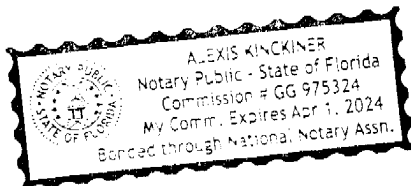
White Family Trust dated October 10, 2002 as restated on May 2, 2012

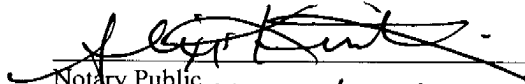
By: 
 Katsue White, Trustee

State of Florida
 County of Walton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of June, 2023 by Katsue White, Trustee of the White Family Trust dated October 10, 2002 as restated on May 2, 2012 who ☐ is personally known or ☒ has produced a driver's license as identification.

[Seal]




 Notary Public
 Print Name: Alexis Kinckine
 My Commission Expires: April 1, 2024

Prepared by and Return to:
McNeese Title, LLC
Cynthia Kelley
36468 Emerald Coast Parkway, Suite 1201
Destin, Florida 32541
Our File Number: 21-0556CK

For official use by Clerk's office only

STATE OF Florida
COUNTY OF Okaloosa

SPECIAL WARRANTY DEED

THIS INDENTURE, made this December 28, 2021, between Destin Bay House Cottages, LLC, a Florida limited liability company, whose mailing address is: 4608 Opa Locka Lane, Destin, Florida 32541 ("Grantor"), and LDV Land Development, LLC, a Florida limited liability company, whose mailing address is: 196 N Holiday Road, Miramar Beach, Florida 32550 ("Grantee"),

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto Grantee, his/her/their heirs and assigns, the following described property (the "Property"), to wit:

The East 80 feet of Lot 4, Block D, of SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the plat thereof recorded in Plat Book 2, Page 43A, of the Public Records of Okaloosa County, Florida. Said lot faces Sibert Avenue for a distance of 100 feet and extends back between parallel line a distance of approximately 300 feet to the line of George Destin's lot.

Parcel ID Number: **00-2S-22-0310-000D-0040**

Being and intended to be the same premises conveyed to the Grantor herein by deed recorded **December 12, 2016** in Book 3279, Page 1883, Public Records of **Okaloosa County, Florida**.

Subject, however, to all covenants, conditions, restrictions, reservations, limitations and easements of record, and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee, that the Property is free from all encumbrances made by Grantor, and Grantor does bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Property to the Grantee and Grantee's heirs, successors, and assigns, against every person lawfully claiming the Property, or any part thereof, by, through, or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on December 23, 2021.

Signed, sealed and delivered
in the presence of:

Destin Bay House Cottages, LLC

Michael A. Shoults

By Michael A. Shoults, Its Member

Nancy S. Shoults

By Nancy S. Shoults, Its Member

Sabrina Hatcher

Witness signature

Sabrina Hatcher

Print witness name

Cynthia Kelley

Witness signature

Cynthia Kelley

Print witness name

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence, this 23rd day of December, 2021 by Michael A. Shoults and Nancy S. Shoults, the Members and on behalf of Destin Bay House Cottages, LLC, who are personally known to me or who produced _____ as identification.

Cynthia Kelley

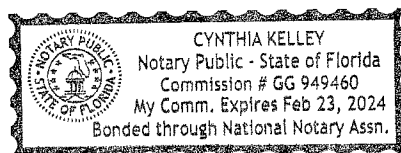
Notary Public

Cynthia Kelley

Print Notary Name

My Commission Expires: _____

Notary Seal



Prepared by and Return to:
McNeese Title, LLC
Cynthia Kelley
36468 Emerald Coast Parkway, Suite 1201
Destin, Florida 32541
Our File Number: 21-0366CK

For official use by Clerk's office only

STATE OF Florida
COUNTY OF Okaloosa

SPECIAL WARRANTY DEED

THIS INDENTURE, made this December 28, 2021, between Destin Bay House Cottages, LLC, a Florida limited liability company, whose mailing address is: 4608 Opa Locka Lane, Destin, Florida 32541 ("Grantor"), and LDV Land Development, LLC, a Florida limited liability company, whose mailing address is: 196 N Holiday Road, Miramar Beach, Florida 32550 ("Grantee"),

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto Grantee, his/her/their heirs and assigns, the following described property (the "Property"), to wit:

Commence at a concrete monument marking the SE corner of Lot No. 13, Moreno Point Military Reservation Survey of Lots; Thence South 72° 08' 50" East to the Southwest corner of Lot 72, Calhoun Subdivision; thence with the Southeast right-of-way line of State Road 30 Alt. (Calhoun Ave.) Northeasterly 73.5 feet to the Point of Beginning; thence Southeasterly to a point in the Northwest boundary line of Lot 3, Block "D", Calhoun Subdivision, said point being 68 feet Northeasterly from the Southwest corner of Lot 72; thence with the Northwest line of Lot 3 and 4, Block "D", Calhoun Subdivision, Northeasterly 136 feet to a point; thence Northwesterly to a point in the Southeast right-of-way line of State Road 30 Alt. said point being 147 feet Northeasterly from the Point of Beginning; thence with the Southeast right-of-way line of State Road Alt. 30, 147 feet Southwesterly to Point of Beginning. All lying and being in Okaloosa County, Florida.

The above parcel as surveyed, being more particularly described as follows:

A portion of Lot No. 72, Block "D", Second Revision of Calhouns Subdivision of Addition to Town of Destin, Florida, as recorded in Plat book 2, Page 43-A, Public Records of Okaloosa County, Florida, further described as:

Commence at the Easternmost corner of Lot 16, Block "D", of aforementioned plat; thence North 44° 11' 00" West along the Southwesterly right of way of Forest Street a distance of 346.20 feet to the Northernmost corner of said Lot 16; thence depart Southwesterly right of way line of Forest Street and proceed along the Northwesterly line of Lot 5 through Lot 16, Block "D" of said plat South 45° 46' 10" West for a distance of 1199.63 feet to a found 1" iron pipe marking the Northernmost corner of Lot 4, Block "D" of said plat and the Point of Beginning; thence proceed North 67° 45' 33" West a distance of 203.09 feet to a point on the Easterly right of way of Calhoun Avenue (County Road 30A, State Road 30 Alt); thence proceed along said Easterly right of way South 27° 38' 02" West, a distance of 77.84 feet to a concrete monument, said point being the point of curvature of a curve concave to the Southeast and having a radius of 925.37 feet; thence proceed along the arc of said curve through a central angle of 04° 16' 28" and an arc length of 69.04 feet (Chord: South 24° 53' 00" West, 69.02 feet) to a capped iron rod LB #7350; thence departing said right of way, proceed South 70° 32' 23" East a distance of 225.37 feet to a point on the Northwesterly lot line of Lot 3, of said Block "D", marked by a capped iron rod LB #7350, said point being North 17° 21' 27" East, a distance of 92.93 feet from the Southwest corner of said Lot 3; thence proceed along the Northwesterly lot lines of Lot 3 and Lot 4, Block "D", North 17° 23' 04" East, a distance of 136.00 feet to the Point of Beginning.

Parcel ID Number: 00-2S-22-0310-000D-072I

Being and intended to be the same premises conveyed to the Grantor herein by deed recorded September 1, 2015 in Book 3214, Page 3270, Public Records of Okaloosa County, Florida.

Subject, however, to all covenants, conditions, restrictions, reservations, limitations and easements of record, and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

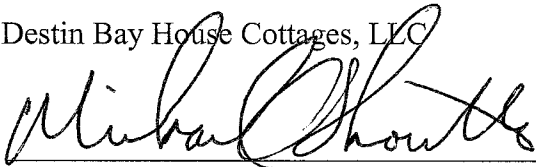
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

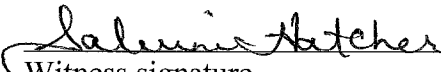
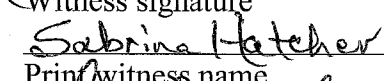
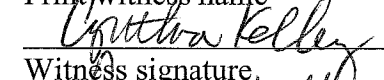
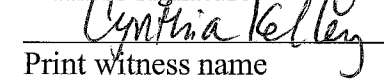
TO HAVE AND TO HOLD the same in fee simple forever.

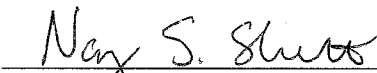
AND the Grantor hereby covenants with the Grantee, that the Property is free from all encumbrances made by Grantor, and Grantor does bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Property to the Grantee and Grantee's heirs, successors, and assigns, against every person lawfully claiming the Property, or any part thereof, by, through, or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on December 28, 2021.

Signed, sealed and delivered
in the presence of:

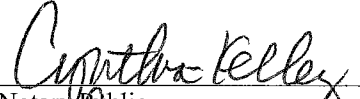
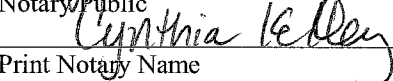
Destin Bay House Cottages, LLC

By Michael A. Shoults, Its Member


Witness signature

Print witness name

Witness signature

Print witness name


By Nancy S. Shoults

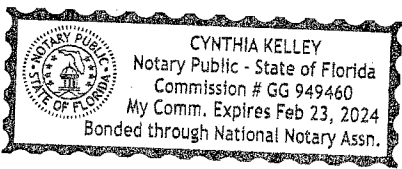
State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence, this 23rd day of December, 2021 by Michael A. Shoults and Nancy S. Shoults, the Members and on behalf of Destin Bay House Cottages, LLC who are personally known to me or who has produced _____ as identification.


Notary Public

Print Notary Name

My Commission Expires: 02/23/2024

Notary Seal



Prepared without survey or title by
AMY P. SLAMAN ESQ.
CLARK PARTINGTON
4100 Legendary Dr., Suite 200
Destin, FL 32541

Parcel ID 00-2S-22-0310-000D-002A

WARRANTY DEED TO TRUST
(Sibert Ave)

KNOW ALL MEN BY THESE PRESENTS that **CHRISTOPHER WHITE**, a married man (the "Grantor"), whose address is 112 Fulmar Circle NE, Fort Walton Beach, FL 32548, for and in consideration of good and valuable consideration, the receipt whereof is hereby acknowledged, hereby conveys and grants the real property described herein below to **CHRISTOPHER TERRY WHITE, as trustee of the CHRISTOPHER WHITE REVOCABLE TRUST DATED JUNE 1, 2022** (the "Grantee"), whose address is 112 Fulmar Circle NE, Fort Walton Beach, FL 32548, and successors and assigns thereof, in and to the real property situate, lying and being in *Okaloosa County*, Florida, described as follows:

A PORTION OF LOT 2, BLOCK D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OKALOOSA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE PERMANENT REFERENCE MONUMENT WHICH LIES AT THE SOUTERHNMOST CORNER OF LOT 2, BLOCK D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OKALOOSA COUNTY, FLORIDA, BEING AT THE INTERSECTION OF THE RIGHT OF WAY OF SIBERT AVENUE WITH ZERBE STREET (PLATTED AS FIRST STREET); THENCE RUN NORTH 44°46'00" EAST, ALONG THE WESTERLY RIGHT OF WAY OF SIBERT AVENUE (100 FOOT RIGHT OF WAY) A DISTANCE OF 140.00 FEET TO AN IRON ROD LB# 2355; THENCE NORTH 45°22'58" WEST A DISTANCE OF 135.98 FEET TO AN IRON ROD LB#2355 ON THE WEST LINE OF SAID LOT 2; THENCE SOUTH 06°14'28" WEST, ALONG SAID WEST LINE, A DISTANCE OF 190.45 FEET TO AN IRON ROD LB# 2355, BEING THE SOUTHWEST CORNER OF LOT 2 AND ALSO THE SOUTHEAST CORNER OF LOT 1, EDRA SUBDIVISION, AS RECORDED IN PLAT BOOK 7, PGE 37, OKALOOSA COUNTY, FLORIDA; THENCE SOUTH 73°32'52" EAST, ALONG THE NORTHERLY RIGHT OF WAY OF ZERBE STREET (60 FOOT RIGHT OF WAY) A DISTANCE OF 19.71 FEET TO THE POINT OF BEGINNING.
BEARINGS BASED ON NORTH 44°46'00" EAST, ALONG THE WESTERLY RIGHT OF WAY OF SIBERT AVENUE.

The subject property is **not** the Constitutional homestead of the Grantor.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. Subject to zoning, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions, instruments and matters of record or appearing on the plat or otherwise common to the subdivision; valid easements and mineral reservations of record affecting the Property, if any; and taxes for the current year and subsequent years; all of which are not hereby reimposed.

TO HAVE AND TO HOLD the Property in fee simple upon the trust and for the uses and purposes herein and as set forth in the trust agreement.

Notwithstanding anything herein to the contrary, Grantor hereby retains the right to use, possess, and occupy the Property as his personal residence during his lifetime, when such is used as his homestead within the meaning given to the term "homestead" by the State of Florida Constitution and applicable Florida Statutes pertaining thereto.

Each Trustee named herein shall have the independent power and authority to protect, conserve, and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property conveyed by this deed. The powers of a Trustee and any successor shall extend to any and all rights which the Grantors possess in the Property; any deed, mortgage, or other instrument executed by a Trustee shall convey all rights or interests of the Grantors; and each such Trustee is appointed as the attorney-in-fact for the Grantors to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the Grantors.

If a Trustee named hereinabove cannot continue to serve, then the next person named under each such Trust shall serve as successor Trustee. The term "Trustee" referred to in this trust agreement shall be considered to include the successor Trustee. Any successor Trustee is hereby granted the same powers with respect to the Property as are granted to the Trustees in this deed. Any person dealing with a Trustee shall deal with such Trustee as set forth hereinabove. However, no person shall deal with a successor Trustee of the Trust until one or more of the following have been received by such person or placed of record in the aforementioned county:

- A. The written resignation of a prior Trustee sworn to or acknowledged before a notary public.
- B. A certified death certificate of a prior Trustee.
- C. The order of a court of competent jurisdiction adjudicating the prior Trustee incapacitated, or removing the Trustee for any reason.
- D. The written certificates of two physicians currently practicing medicine that the Trustee is unable to manage his or her own affairs or is physically or mentally incapable of handling the duties of Trustee.
- E. The written removal of a Successor Trustee and/or the appointment of an additional Successor Trustee by the Grantors sworn to or acknowledged before a notary public; this right being reserved to the Grantors.
- F. A conveyance from the prior Trustee to the Successor Trustee.

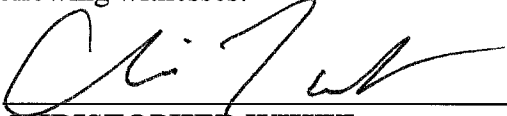
AND Grantor hereby covenants with the Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property; that the Property is free of

all encumbrances; except taxes accruing subsequent to the end of the prior year; and Grantor will defend the same against the lawful claims of all persons whomsoever.

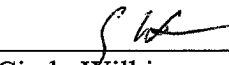
Signed, sealed and delivered in the presence of the following witnesses:



Amy P. Slaman



CHRISTOPHER WHITE



Cindy Wilkinson

Date: June 1, 2022

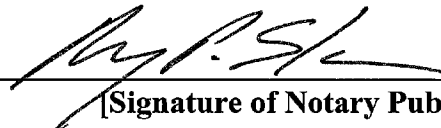
STATE OF FLORIDA

COUNTY OF OKALOOSA

Sworn to (or affirmed) and subscribed before me this 1st day of June, 2022, by means of
☒ physical presence or ☐ online notarization by **CHRISTOPHER WHITE**, who ☒ is
personally known to me, or who ☐ has produced _____ as
identification.



[NOTARIAL SEAL]



[Signature of Notary Public]

A4133503.DOCX



Community Development Planning and Zoning Division

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

May 3, 2024

Subject: Notification of Development Project: Calhoun/Sibert – Future Land Use Map Amendment and Rezone - City of Destin Project Numbers: LU-001400-2024 and LU-001395-2024

Dear Property Owner:

The purpose of this letter is to notify you that the Planning Division has received an application for a Future Land Use Map (FLUM) Amendment from Calhoun Mixed Use-Village (CMU-V) to Calhoun Mixed Use (CMU) and a Rezone from Calhoun Mixed Use-Village (CMU-V) to Calhoun Mixed Use (CMU). As an owner of property located within 300 feet of this project, **Section 2.17.00 of the Destin Land Development Code (LDC)** requires a written notice providing you the following information.

This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide any comments to the email address provided below.

1. Name of Owner: WLSL, LLC; LDV Land Development LLC; White Christopher Trust
2. Name of Agent: CORE Engineering and Consulting
3. Address and Parcel ID Numbers of Project:

102 Calhoun Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0630-0000-1230)
104 Calhoun Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0630-0000-1240)
108 Calhoun Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-072J)
118 Calhoun Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-072I)
115 Sibert Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-0040)
109 Sibert Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-0030)
105 Sibert Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-0020)
Unaddressed Parcel on Sibert Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-002A)

4. Project Description:

Future Land Use Map (FLUM) Amendment from Calhoun Mixed Use-Village (CMU-V) to Calhoun Mixed Use (CMU) and a Rezone from Calhoun Mixed Use-Village (CMU-V) to Calhoun Mixed Use (CMU).

5. Location Map: Please refer to the back of this letter.

6. Location of Application Package: To request a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a public records request online:
<http://www.cityofdestin.com/forms.aspx?fid=121>

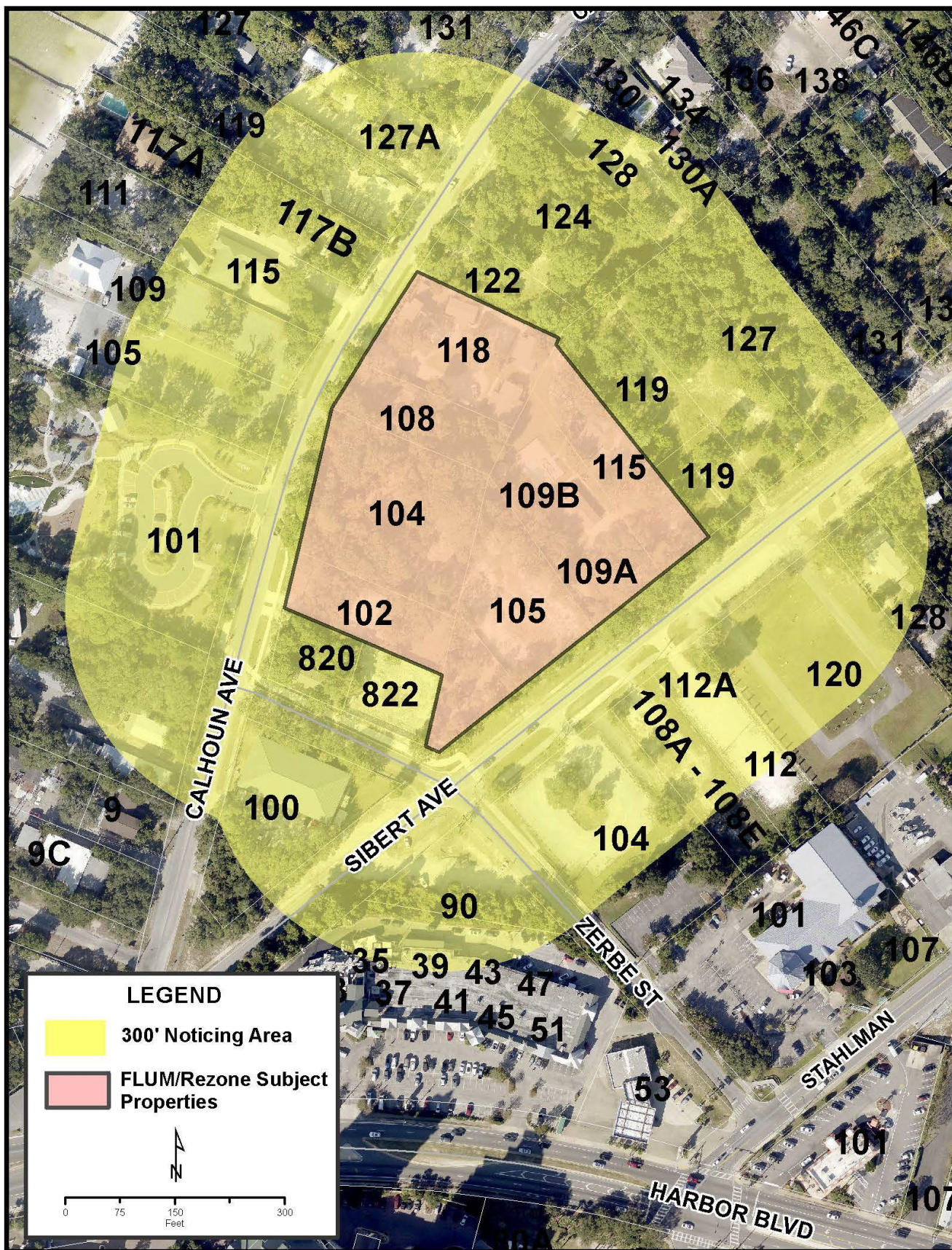
If you have any questions, please do not hesitate to call (850) 654-1119 or email planning@cityofdestin.com.

Sincerely,

Tina Deater, AICP
Planner



cc: Louis Zunguze, MURP, Community Development Director
Planning Division
Project File



**AFFIDAVIT
POSTING OF PROPERTY**

BEFORE ME, the undersigned authority, personally appeared: Edwin L. Stanford,

the owner and/or authorized agent of the following described property: 102, 104, 105, 108 Calhoun
105 S. Bert Avenue, Parcel 00-25-22-0310-000D-002A -who deposes and says as follows:

1. That the subject site described above has a sign posted by the owner and/or authorized agent for the owner, notifying the public of the development activity, city project number, and authorized agent and phone number.
2. That the posted sign meets the dimensional requirements set by the City.
3. That the posted sign was placed and will be maintained upon the property in the correct location and not less than fourteen (14) days from the date of the City's Completeness Letter.
4. That a photo of the sign depicting the location of the sign in relation to the road right-of-way is attached.
5. This affidavit will be forwarded to the City's Planning Division no later than seven (7) working days from the posting of the sign.

I have completed the said requirements as described in the City of Destin Land Development Code.


Signed Name of Owner/Agent

Edwin L. Stanford
Printed Name of Owner/Agent

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence or online notarization
__, this 17 day of May, 2024,

By: Zachary Brannen
(Print name)

Personally known ✓ OR Produced Identification _____


Notary Signature

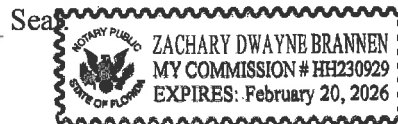




Photo 1 – Sibert Sign



Photo 2 – Sibert Sign from Right Of Way



Photo 3 – Calhoun Sign From Right Of Way



Photo 4 – Calhoun Sign

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 19, 2024**TYPE OF AGENDA ITEM:** Public Hearing**AGENDA OUTLINE NUMBER:** 5.C.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , Interim City Manager

FROM: Tina Deater, Community Development Director

DATE: August 14, 2024

SUBJECT: Second reading of Ordinance 24-08-LC, amending the official Zoning Map as referenced in the Land Development Code, Section 7.12.01(A)2, Zoning Maps, to include a change in the zoning designation of eight parcels of real property located north of Calhoun Avenue, as described and depicted in Exhibit "A" consisting of approximately 4.75 acres, from Calhoun Mixed Use - Village (CMU-V) to Calhoun Mixed Use (CMU).

I. BACKGROUND: The subject property consists of eight (8) lots, totaling approximately 4.75 acres. The lots currently have a **FLUM** designation of **CMU-V** and are **zoned CMU-V**. The requested **FLUM amendment (LU-001400-2024)** and **rezone (LU-001395-2024)** will allow these properties to be incorporated into the overall development site for the Heron's Nest Marina, which is located on the other side of Calhoun Ave. and already has a **CMU FLUM** designation and is zoned **CMU**.

II. DISCUSSION: The subject property consists of the following eight (8) lots, totaling approximately 4.75 acres:

Address and Parcel ID Numbers of Project:

- 102 Calhoun Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0630-0000-1230**)
- 104 Calhoun Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0630-0000-1240**)
- 108 Calhoun Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-072J**)
- 118 Calhoun Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-072I**)
- 115 Sibert Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-0040**)
- 109 Sibert Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-0030**)
- 105 Sibert Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-0020**)
- Unaddressed Parcel on Sibert Ave, Destin, FL 32541 (**Parcel ID: 00-2S-22-0310-000D-002A**)

The eight (8) lots currently have a **Future Land Use Map (FLUM)** designation of **Calhoun Mixed Use-Village (CMU-V)** and are in the **Calhoun Mixed Use-Village (CMU-V)** zoning district.

The property owners are planning to establish a wedding venue at the previously approved Heron's Nest Marina located at 105 and 109 Calhoun Ave. (not a part of this request). An event venue is a Permitted Use in the **CMU** zoning district, but not in the **CMU-V** zoning district. Due to the parking requirements for the event venue, the applicant needs to provide more parking than currently exists at 105 and 109 Calhoun. However, the off-site parking regulations in the City's Land Development Code do not permit properties zoned **CMU-V** to be utilized as off-site parking and do not permit standalone parking lots; therefore, a rezone to **CMU** is required to allow the properties to be incorporated into the overall development site for the Heron's Nest Marina. The **FLUM** must be amended from **CMU-V** to **CMU**, in order to allow the zoning change. If the proposed **FLUM** and **Zoning Map** amendments are approved, these properties are proposed to be incorporated into the overall development site for the Heron's Nest Marina via a Development Order (DO) Deviation at a later date.

COMPREHENSIVE PLAN ANALYSIS:

Comprehensive Plan Policy 12-3.1.2 requires **Future Land Use Map Amendments** to be evaluated using the following criteria:

a. Orderly Development and Land Use Compatibility. Whether, and the extent to which, the proposal would maintain a compatible land use pattern, a smooth transition in the land use, considering the type and location of uses involved, the density, and intensity. Approval of a Comprehensive Plan amendment must be supported by evidence that the change will be consistent with Comprehensive Plan land use policies.

Staff Findings:

Per the City's Comprehensive Plan, the existing **CMU-V** and proposed **CMU FLUM** designations are within the Calhoun area of the "**MU**" **FLUM** designations as shown on the **FLUM Map. Policy 1-2.4.3: Mixed Use (MU)**. The "**MU**" designation intends to allow for an "*intense*" mix of uses within the Calhoun designation. Promoting "*innovative arrangements*" and accommodating a mix of uses and activities near each other to achieve compact development, reducing the need for vehicle trips on the local road network. The mix of uses envisioned in the Comprehensive Plan ranges from residential (long and short term), general commercial, hotel accommodations, medical, office, retail, and recreational uses.

Specifically, the Comprehensive Plan says the following about the "**Calhoun**" area.

*It is "...envisioned as a walkable, medium-scale resort-mixed use area. It also provides a transition between the South Harbor Mixed Use area and U.S. 98 to the south, the "Old Destin Area" to the northeast, and Clement Taylor Park to the north. In the intermediate future, this area is intended to undergo redevelopment. Planned developments that increase pedestrian connectivity, east-west vehicular connectivity, and parks or open space shall be encouraged. The **Calhoun** area has an excellent tree canopy and before major new development occurs, it is important the tree*

preservation ordinance be enhanced to ensure the lush character of this area continues even as new development occurs. The area shall redevelop as a mixed use area, accommodating primarily medium to high density long-term and short-term residential uses. Commercial hotels, motels, bed and breakfast establishments, and other commercial transient living accommodations shall be allowed. Permitted nonresidential uses shall include neighborhood retail commercial goods and services not exceeding 5,500 square feet, offices, water dependent activities, restaurants, and similar activities as shall be defined in the LDC. This area also permits appropriately scaled institutional uses.

The existing CMU-V and proposed CMU FLUM designations have the same General Development Standards in the Comprehensive Plan, except that the CMU designation has a more restrictive density. Therefore, the proposed FLUM amendment from CMU-V to CMU is compatible and would result in a slight decrease in the density permitted on the subject properties.

Staff finds that the proposed FLUM amendment to CMU maintains a compatible land use pattern, provides a smooth transition in the land use, and is consistent with Comprehensive Plan land use policies.

b. Adequate Public Facilities. Approval of a Comprehensive Plan amendment must be supported by evidence that the amendment will not result in public facilities and services exceeding the capacity for such services and facilities existing or programmed, including transportation, utilities, drainage, recreation, education, emergency services and similar necessary facilities and services.

Staff Findings:

The proposed FLUM amendment from CMU-V to CMU and the accompanying rezone from CMU-V to CMU was reviewed by the City's Technical Review Committee (TRC), including the utility and other public service providers. There were no objections provided by any of the reviewers.

Staff finds adequate public facilities are available to serve the project.

c. Natural Environment. Whether, and the extent to which, the proposal would result in significantly adverse impacts on the natural environment. An amendment of the Future Land Use Map shall not violate policies within the Comprehensive Plan that protect the natural environment.

Staff Findings:

The existing CMU-V and proposed CMU FLUM designations have the same General Development Standards in the Comprehensive Plan, except that CMU is limited to a maximum density of 6.0 dwelling units per acre for single-family residential and CMU-V allows a slightly higher density of a maximum of 9.0 dwelling units per acre. Therefore, the proposed FLUM amendment from CMU-V to CMU actually results in a slight decrease in the density permitted on the subject properties. The proposed amendment also does not violate any policies within the Comprehensive Plan that protect the natural environment.

Staff finds that the proposed amendment meets this criterion.

d. Economic Effects. Whether, and the extent to which, the proposal would adversely impact private property rights, the general health, safety, and welfare and adversely impact the financial resources of the City.

Staff Findings:

The proposed **CMU FLUM** designation is consistent and compatible with the surrounding area. It does not adversely impact private property rights, the general health, safety, and welfare and does not adversely impact the financial resources of the City.

Staff finds that the proposed amendment meets this criterion.

e. Public Interest Enabling Act. Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of the Comprehensive Plan and its enabling legislation. Amendments shall be consistent with the Comprehensive Plan and enabling legislation.

Staff Findings:

The proposed **CMU FLUM** designation is consistent and compatible with the surrounding area and is in harmony with the purpose and intent of the Comprehensive Plan and its enabling legislation.

Staff finds that the proposed amendment meets this criterion.

f. Special Privileges. Whether the proposed amendment would constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Findings:

The proposed **FLUM** amendment from **CMU-V** to **CMU** would not constitute a grant of special privilege to an individual owner as contrasted with the public welfare, as the proposed amendment has been evaluated for compatibility and consistency with the Comprehensive Plan on its own merits.

Staff finds that the proposed amendment meets this criterion.

g. Other Matters. Other matters related to the Comprehensive Plan and conditions since adoption of the plan, which the City may deem appropriate in considering the amendment.

Staff Findings:

Staff finds that the proposed **FLUM** amendment does not adversely impact any other matters related to the Comprehensive Plan and conditions since adoption of the plan.

Staff finds that the proposed amendment meets this criterion.

PUBLIC COMMENT:

None received to date.

- A. **Link to Strategic Goals / Objectives:** III. Economic Development and Revitalization
- B. **Effect on Budget (EOB):** There is no anticipated impact on the budget.
- C. **Level of Service (LOS):** There is no anticipated impact on the Level of Service (LOS)
- D. **Legislative Sponsor:**

III. CONCLUSION: Based on staff findings, the proposed **FLUM** amendment from **CMU-V** to **CMU** and the accompanying **rezone** from **CMU-V** to **CMU** are consistent and compatible with the surrounding area, and are in compliance with the applicable criteria for **FLUM** amendments in **Comprehensive Plan Policy 12-3.1.2**.

The Local Planning Agency (LPA) met on July 18, 2024, and voted 5 to 0 to recommend that City Council approve the proposed **Ordinances 24-07-PC and 24-08-LC**.

At the first reading on August 5, 2024, City Council voted 5 to 2 to approve **Proposed Ordinance 24-08-LC**.

IV. RECOMMENDED MOTION: I move that City Council adopt proposed Ordinance 24-08-LC.

ALTERNATE MOTIONS:

I move that City Council approve with conditions/approve with modifications/deny the proposed Ordinance 24-08-LC.

Attachments:

1. 2_Proposed Rezone Ordinance 24-08-LC
2. 3_Boundary Survey
3. 4_Warranty Deeds
4. 5_Public Notice Documents

ORDINANCE NO. 24-08-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2, ZONING MAPS, TO INCLUDE A CHANGE IN THE ZONING DESIGNATION OF EIGHT PARCELS OF REAL PROPERTY LOCATED NORTH OF CALHOUN AVENUE, AS DESCRIBED AND DEPICTED IN EXHIBIT “A”, CONSISTING OF APPROXIMATELY 4.75 ACRES, FROM CALHOUN MIXED USE-VILLAGE (CMU-V) TO CALHOUN MIXED USE (CMU); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENTS; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

(PARCEL ID NUMBERS: 00-2S-22-0630-0000-1230; 00-2S-22-0630-0000-1240; 00-2S-22-0310-000D-072J; 00-2S-22-0310-000D-072I, 00-2S-22-0310-000D-0040; 00-2S-22-0310-000D-0030; 00-2S-22-0310-000D-0020; 00-2S-22-0310-000D-002A).

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

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

SECTION 2. FINDINGS OF FACT.

WHEREAS, after due public notice, a public hearing was conducted on June 20, 2024, by the Local Planning Agency and its recommendations reported to the City Council; and

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

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

SECTION 3. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Destin, Florida, as referenced in the Land Development Code, section 7.12.01(A)2 “Zoning Maps”, is hereby amended to include a change of zoning map designation from **Calhoun Mixed Use - Village (CMU-V)** to **Calhoun Mixed Use (CMU)** for the specific area of land located on Calhoun Avenue with the following Parcel Identification Numbers: 00-2S-22-0630-0000-1230; 00-2S-22-0630-0000-1240; 00-2S-22-0310-000D-072J; 00-2S-22-0310-000D-072I, 00-2S-22-0310-000D-0040; 00-2S-22-0310-000D-0030; 00-2S-22-0310-000D-0020; 00-2S-22-0310-000D-002A, consisting of approximately **4.75** acres, which is depicted in Exhibit A, attached hereto and incorporated herein by this reference.

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

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon occurrence of all three of the following: (1) its adoption by the City Council, (2) signature by the Mayor, and (3) Ordinance 24-07-PC (containing the FLUM amendment for the subject property) becoming effective. In the event that Ordinance 22-18-PC does not become effective, this Ordinance shall be null and void.

ADOPTED THIS ____ DAY OF _____ 2024.

BY: _____
Bobby Wagner, Mayor

ATTEST:

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

Rey Bailey, City Clerk

Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____

EXHIBIT A

Legal Descriptions for 8 parcels included in application.

1. 102 Calhoun Avenue (00-2S-22-0630-0000-1230)
2. 104 Calhoun Avenue (00-2S-22-0630-0000-1240)
3. 105 Sibert Avenue (00-2S-22-0310-000D-0020)
4. 108 Calhoun Avenue (00-2S-22-0310-000D-072J)
5. 118 Calhoun Avenue (00-2S-22-0310-000D-072I)
6. No Physical Address (00-2S-22-0310-000D-002A)
7. 109 Sibert Avenue (00-2S-22-0310-000D-0030)
8. 115 Sibert Avenue (00-2S-22-0310-000D-0040)

1. All that part of Lot Numbered 12 of the Moreno Point Military Reservation survey of lots, plat of which is of record in the office of the Circuit Court of Okaloosa County, Florida, lying East of Calhoun Avenue, except the following: The North 200 feet of the above described Lot 12, and except: Beginning at the SE corner of said Lot 12; thence N. 72 D. 52'40" E a distance of 100 feet; thence N. 72 D. 08'50" W. a distance of 245.12 feet, more or less, to the East line of Calhoun Avenue; thence along said East line of Calhoun Ave., South a distance of 100 feet, more or less, to the North line of First Street; thence S. 72 D. 08'50" E. along said North line of First Street, a distance of 250.54 feet, more or less, to the **POB**. Said parcel, hereby being conveyed, having a frontage of 80.56 feet on Calhoun Avenue and extending Eastwardly between parallel lines 240 feet, more or less, to the West boundary of Lot Numbered Two (2) to Calhoun's SID of Addition to Town of Destin, Florida.
- 2 & 3. The North 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59 at page 209 of the records of Okaloosa County, Florida. The South line of the said one hundred feet (100 feet) to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, ALSO the South 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59, at Page 209 of the records of Okaloosa County, Florida. The south line of the said 100 feet to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, plat of which is on record in the Office of the Clerk of the Circuit Court of Okaloosa County, Florida. AND Lot 2, Block D, Calhoun's Subdivision of Addition to Destin, according to the map or plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida. Less and Except: A portion of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43A, Okaloosa County, Florida and being more particularly described as follows: Begin at the permanent reference monument which lies at the Southernmost corner of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida, being at the intersection of

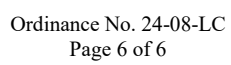
the right of way of Sibert Avenue with Zerbe Street (platted as First Street); thence run North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue (100 foot right of way) a distance of 140.00 feet to an iron rod LB# 2355; thence North 45 degrees 22 minutes 58 seconds West a distance of 135.98 feet to an iron rod LB#2355 on the West line of said Lot 2; thence South 06 degrees 14 minutes 28 seconds West, along said West line, a distance of 190.45 feet to an iron rod LB# 2355, being the Southwest corner of Lot 2 and also the Southeast corner of Lot 1, Edra Subdivision, as recorded in Plat Book 7, Page 37, Okaloosa county, Florida; thence South 73 degrees 32 minutes 52 seconds East, along the Northerly right of way of Zerbe Street (60 foot right of way) a distance of 19.71 feet to the Point of Beginning. Bearings based on North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue.

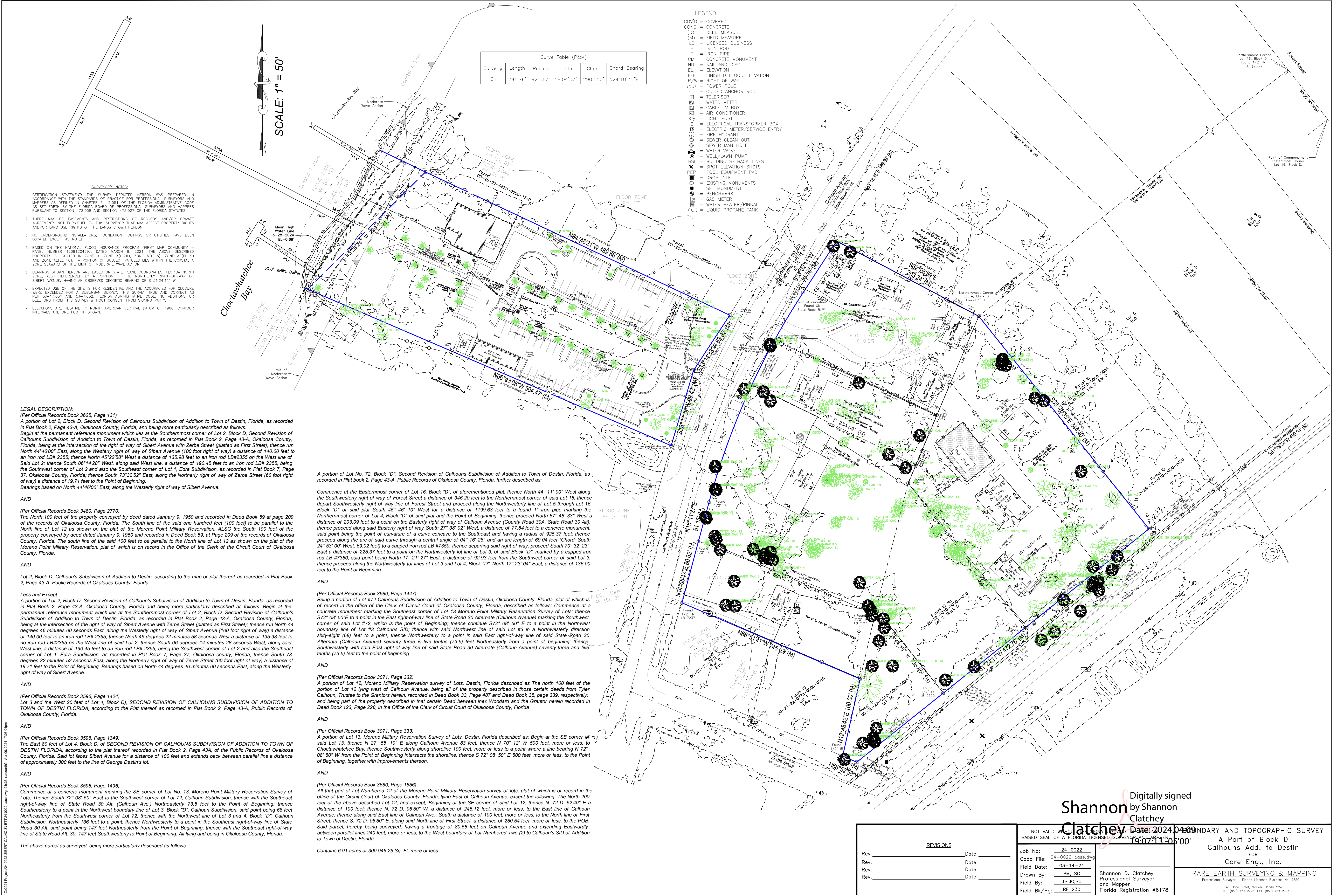
4. Being a portion of Lot #72 Calhouns Subdivision of Addition to Town of Destin, Okaloosa County, Florida, plat of which is of record in the office of the Clerk of Circuit Court of Okaloosa County, Florida, described as follows: Commence at a concrete monument marking the Southeast corner of Lot 13 Moreno Point Military Reservation Survey of Lots; thence S72° 08' S0"E to a point in the East right-of-way line of State Road 30 Alternate (Calhoun Avenue) marking the Southwest corner of said Lot #72, which is the point of Beginning; thence continue S72° 08' S0" E to a point in the Northwest boundary line of Lot #3 Calhouns SID; thence with said Northwest line of said Lot #3 in a Northwesterly direction sixty-eight (68) feet to a point; thence Northwesterly to a point in said East right-of-way line of said State Road 30 Alternate (Calhoun Avenue) seventy three & five tenths (73.5) feet Northeasterly from a point of beginning; thence Southwesterly with said East right-of-way line of said State Road 30 Alternate (Calhoun avenue) seventy-three and five tenths (73.5) feet to the point of beginning.

5. Commence at a concrete monument marking the SE corner of Lot No. 13, Moreno Point Military Reservation Survey of Lots; Thence South 72° 08' 50" East to the Southwest corner of Lot 72, Calhoun Subdivision; thence with the Southeast right-of-way line of State Road 30 Alt. (Calhoun Ave.) Northeasterly 73.5 feet to the Point of Beginning; thence Southeasterly to a point in the Northwest boundary line of Lot 3, Block "D", Calhoun Subdivision, said point being 68 feet Northeasterly from the Southwest corner of Lot 72; thence with the Northwest line of Lot 3 and 4, Block "D", Calhoun Subdivision, Northeasterly 136 feet to a point; thence Northwesterly to a point in the Southeast right-of-way line of State Road 30 Alt. said point being 147 feet Northeasterly from the Point of Beginning; thence with the Southeast right-of-way line of State Road Alt. 30, 147 feet Southwesterly to Point of Beginning. All lying and being in Okaloosa County, Florida. The above parcel as surveyed, being more particularly described as follows: A portion of Lot No. 72, Block "D", Second Revision of Calhouns Subdivision of Addition to Town of Destin, Florida, as recorded in Plat book 2, Page 43-A, Public Records of Okaloosa County, Florida, further described as: Commence at the Easternmost corner of Lot 16, Block "D", of aforementioned plat; thence North 44 ° 11' 00" West along the Southwesterly right of way of Forest Street a distance of 346.20 feet to the Northernmost corner of said Lot 16; thence depart Southwesterly right of way line of Forest Street and proceed along the Northwesterly line of Lot 5 through Lot 16, Block "D" of said plat South 45° 46' 10" West for a distance of 1199.63 feet to a found 1" iron pipe marking the Northernmost corner of Lot 4, Block "D" of said plat and the Point of Beginning; thence proceed North 67° 45' 33" West a distance of 203.09 feet to a point on the Easterly right of way of Calhoun Avenue (County Road 30A, State Road 30 Alt); thence

proceed along said Easterly right of way South 27° 38' 02" West, a distance of 77.84 feet to a concrete monument, said point being the point of curvature of a curve concave to the Southeast and having a radius of 925.37 feet; thence proceed along the arc of said curve through a central angle of 04° 16' 28" and an arc length of 69.04 feet (Chord: South 24° 53' 00" West, 69.02 feet) to a capped iron rod LB #7350; thence departing said right of way, proceed South 70° 32' 23" East a distance of 225.37 feet to a point on the Northwestern lot line of Lot 3, of said Block "D", marked by a capped iron rod LB #7350, said point being North 17° 21' 27" East, a distance of 92.93 feet from the Southwest corner of said Lot 3; thence proceed along the Northwestern lot lines of Lot 3 and Lot 4, Block "D", North 17° 23' 04" East, a distance of 136.00 feet to the Point of Beginning.

6. A PORTION OF LOT 2, BLOCK D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, FLORIDA. AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OKALOOSA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS **FOLLOWS:** BEGIN AT THE PERMANENT REFERENCE MONUMENT WHICH LIES AT THE SOUTHERNMOST CORNER OF LOT 2, BLOCK D. SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A. OKALOOSA COUNTY, FLORIDA, BEING AT THE INTERSECTION OF THE RIGHT OF WAY OF SIBERT AVENUE WITH ZERBE STREET (PLATTED AS FIRST STREET); THENCE RUN NORTH 44°46'00" EAST, ALONG THE WESTERLY RIGHT OF WAY OF SIBERT AVENUE (100 FOOT RIGHT OF WAY) A DISTANCE OF 140.00 FEET TO AN IRON ROD LB# 2355; THENCE NORTH 45°22'58" WEST A DISTANCE OF 135.98 FEET TO AN IRON ROD LB#2355 ON THE WEST LINE OF SAID LOT 2; THENCE SOUTH 06°14'28" WEST, ALONG SAID WEST LINE, A DISTANCE OF 190.45 FEET TO AN IRON ROD LB# 2355, BEING THE SOUTHWEST CORNER OF LOT 2 AND ALSO THE SOUTHEAST CORNER OF LOT 1, EDRA SUBDIVISION, AS RECORDED IN PLAT BOOK 7, PAGE 37, OKALOOSA COUNTY, FLORIDA; THENCE SOUTH 73°32'52" EAST, ALONG THE NORTHERLY RIGHT OF WAY OF ZERBE STREET (60 FOOT RIGHT OF WAY) A DISTANCE OF 19.71 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON NORTH 44 ° 46'00" EAST, ALONG THE WESTERLY RIGHT OF WAY OF SIBERT AVENUE.
7. Lot 3 and the West 20 feet of Lot 4, Block D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the Plat thereof as recorded in Plat Book 2, Page-43-.A, Public Records of Okaloosa County, Florida. Parcel ID Number: 00-2S-22-0310-000D-0030 Being and intended to be the same premises conveyed to the Grantor herein by deed recorded November 3, 2015 in Book 3223, Page 1636, Public Records of Okaloosa County, Florida.
8. The East 80 feet of Lot 4, Block D, of SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the plat thereof recorded in Plat Book 2, Page 43A, of the Public Records of Okaloosa County, Florida. Said lot faces Sibert Avenue for a distance of 100 feet and extends back between parallel line a distance of approximately 300 feet to the line of George Destin's lot. Parcel ID Number: 00-2S-22-0310-000D-0040 Being and intended to be the same premises conveyed to the Grantor herein by deed recorded December 12, 2016 in Book 3279, Page 1883, Public Records of Okaloosa County, Florida.





SURVEYOR'S NOTES:

- CERTIFICATION STATEMENT: THE SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-7.051 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.008 AND SECTION 472.027 OF THE FLORIDA STATUTES.
- THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
- NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED.
- BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM "FIRM" MAP COMMUNITY - PANEL NUMBER 12091C046B, DATED MARCH 9, 2021, THE ABOVE DESCRIBED PROPERTY IS LOCATED IN ZONE X, ZONE X(0.2%), ZONE AE(EL), ZONE AE(EL 9) AND ZONE AE(EL 10). A PORTION OF SUBJECT PARCELS LIES WITHIN THE COASTAL A ZONE SEAWARD OF THE LIMIT OF MODERATE WAVE ACTION.
- BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, ALSO REFERENCED BY A PORTION OF THE NORTHERLY RIGHT-OF-WAY OF SIBERT AVENUE, HAVING AN OBSERVED GEODETIC BEARING OF S 51°24'11" W.
- EXPECTED USE OF THE SITE IS FOR RESIDENTIAL AND THE ACCURACIES FOR CLOSURE WERE EXCEEDED IN ZONE X, ZONE X(0.2%), ZONE AE(EL), ZONE AE(EL 9) AND ZONE AE(EL 10). A PORTION OF SUBJECT PARCELS LIES WITHIN THE COASTAL A ZONE SEAWARD OF THE LIMIT OF MODERATE WAVE ACTION.
- ELEVATIONS ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988. CONTOUR INTERVALS ARE ONE FOOT IF SHOWN.

LEGAL DESCRIPTION:

(Per Official Records Book 3625, Page 131)
A portion of Lot 2, Block D, Second Revision of Calhouns Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida, and being more particularly described as follows:
Begin at the permanent reference monument which lies at the Southernmost corner of Lot 2, Block D, Second Revision of Calhouns Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida, being at the intersection of the right of way of Sibert Avenue with Zerbe Street (platted as First Street); thence run North 44°46'00" East, along the Westerly right of way of Sibert Avenue (100 foot right of way) a distance of 140.00 feet to an iron rod LB# 2355; thence North 45°22'58" West a distance of 135.98 feet to an iron rod LB#2355 on the West line of said Lot 2; thence South 06°14'28" West, along said West line, a distance of 190.45 feet to an iron rod LB# 2355, being the Southwest corner of Lot 2 and also the Southeast corner of Lot 1, Edra Subdivision, as recorded in Plat Book 7, Page 37, Okaloosa County, Florida; thence South 73°32'52" East, along the Northerly right of way of Zerbe Street (60 foot right of way) a distance of 19.71 feet to the Point of Beginning.
Bearings based on North 44°46'00" East, along the Westerly right of way of Sibert Avenue.

AND

(Per Official Records Book 3480, Page 2770)
The North 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59 at page 209 of the records of Okaloosa County, Florida. The South line of the said one hundred feet (100 feet) to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, ALSO the South 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59, at Page 209 of the records of Okaloosa County, Florida. The south line of the said 100 feet to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, plat of which is on record in the Office of the Clerk of the Circuit Court of Okaloosa County, Florida.

AND

Lot 2, Block D, Calhoun's Subdivision of Addition to Destin, according to the map or plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

Less and Except:

A portion of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida and being more particularly described as follows: Begin at the permanent reference monument which lies at the Southernmost corner of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida, being at the intersection of the right of way of Sibert Avenue with Zerbe Street (platted as First Street); thence run North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue (100 foot right of way) a distance of 140.00 feet to an iron rod LB# 2355; thence North 45 degrees 22 minutes 58 seconds West a distance of 135.98 feet to no iron rod LB#2355 on the West line of said Lot 2; thence South 06 degrees 14 minutes 28 seconds West, along said West line, a distance of 190.45 feet to an iron rod LB# 2355, being the Southwest corner of Lot 2 and also the Southeast corner of Lot 1, Edra Subdivision, as recorded in Plat Book 7, Page 37, Okaloosa county, Florida; thence South 73 degrees 32 minutes 52 seconds East, along the Northerly right of way of Zerbe Street (60 foot right of way) a distance of 19.71 feet to the Point of Beginning. Bearings based on North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue.

AND

(Per Official Records Book 3596, Page 1424)
TOWN OF DESTIN FLORIDA, according to the Plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

AND

(Per Official Records Book 3596, Page 1349)
The East 80 feet of Lot 4, Block D, of SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the plat thereof recorded in Plat Book 2, Page 43A, of the Public Records of Okaloosa County, Florida. Said lot faces Sibert Avenue for a distance of 100 feet and extends back between parallel line a distance of approximately 300 feet to the line of George Destin's lot.

AND

(Per Official Records Book 3596, Page 1496)
Commence at a concrete monument marking the SE corner of Lot No. 13, Moreno Point Military Reservation Survey of Lots; Thence South 72° 08' 50" East to the Southwest corner of Lot 72, Calhoun Subdivision; thence with the Southeast right-of-way line of State Road 30 Alt. (Calhoun Ave.) Northeasterly 73.5 feet to the Point of Beginning; thence Southeasterly to a point in the Northwest boundary line of Lot 3, Block "D", Calhoun Subdivision, said point being 68 feet Northeasterly from the Southwest corner of Lot 72; thence with the Northwest line of Lot 3 and 4, Block "D", Calhoun Subdivision, Northeasterly 136 feet to a point; thence Northeasterly to a point in the Southeast right-of-way line of State Road 30 Alt. said point being 147 feet Northeasterly from the Point of Beginning; thence with the Southeast right-of-way line of State Road Alt. 30, 147 feet Southwestly to Point of Beginning. All lying and being in Okaloosa County, Florida.

The above parcel as surveyed, being more particularly described as follows:

A portion of Lot No. 72, Block "D", Second Revision of Calhouns Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida, further described as:

Commence at the Easternmost corner of Lot 16, Block "D", of aforementioned plat; thence North 44° 11' 00" West along the Southwestly right of way of Forest Street a distance of 346.20 feet to the Northernmost corner of said Lot 16; thence depart Southwestly right of way line of Forest Street and proceed along the Northwestly line of Lot 5 through Lot 16, Block "D" of said plat South 45° 46' 10" West for a distance of 1199.63 feet to a found 1" iron pipe marking the Northernmost corner of Lot 4, Block "D" of said plat and the Point of Beginning; thence proceed North 67° 45' 33" West a distance of 203.09 feet to a point on the Easterly right of way of Calhoun Avenue (County Road 30A, State Road 30 Alt); thence proceed along said Easterly right of way South 27° 38' 02" West, a distance of 77.84 feet to a concrete monument, said point being the point of curvature of a curve concave to the Southeast and having a radius of 925.37 feet; thence proceed along the arc of said curve through a central angle of 04° 16' 28" and an arc length of 69.04 feet (Chord: South 24° 53' 00" West, 69.02 feet) to a capped iron rod LB #7350; thence departing said right of way, proceed South 70° 32' 23" East a distance of 225.37 feet to a point on the Northwestly lot line of Lot 3, of said Block "D", marked by a capped iron rod LB #7350, said point being North 17° 21' 27" East, a distance of 92.93 feet from the Southwest corner of said Lot 3; thence proceed along the Northwestly tot lines of Lot 3 and Lot 4, Block "D", North 17° 23' 04" East, a distance of 136.00 feet to the Point of Beginning.

AND

(Per Official Records Book 3680, Page 1447)
Being a portion of Lot #72 Calhouns Subdivision of Addition to Town of Destin, Okaloosa County, Florida, plat of which is of record in the office of the Clerk of Circuit Court of Okaloosa County, Florida, described as follows: Commence at a concrete monument marking the Southernmost corner of Lot 13 Moreno Point Military Reservation Survey of Lots; thence S72° 08' 50"E to a point in the East right-of-way line of State Road 30 Alternate (Calhoun Avenue) marking the Southwest corner of said Lot #72, which is the point of Beginning; thence continue S72° 08' 50" E to a point in the Northwest boundary line of Lot #3 Calhouns SID; thence with said Northwest line of said Lot #3 in a Northwestly direction sixty-eight (68) feet to a point; thence Northwestly to a point in said East right-of-way line of said State Road 30 Alternate (Calhoun Avenue) seventy three & five tenths (73.5) feet Northeasterly from a point of beginning; thence Southwestly with said East right-of-way line of said State Road 30 Alternate (Calhoun Avenue) seventy-three and five tenths (73.5) feet to the point of beginning.

AND

(Per Official Records Book 3071, Page 332)
A portion of Lot 12, Moreno Military Reservation survey of Lots, Destin, Florida described as The north 100 feet of the portion of Lot 12 lying west of Calhoun Avenue, being all of the property described in those certain deeds from Tyler Calhoun, Trustee to the Grantors herein, recorded in Deed Book 33, Page 487 and Deed Book 35, page 339, respectively; and being part of the property described in that certain Deed between Inex Woodward and the Grantor herein recorded in Deed Book 123, Page 228, in the Office of the Clerk of Circuit Court of Okaloosa County, Florida

AND

(Per Official Records Book 3071, Page 333)
A portion of Lot 13, Moreno Military Reservation Survey of Lots, Destin, Florida described as: Begin at the SE corner of said Lot 13, thence N 27° 55' 10" E along Calhoun Avenue 83 feet, thence N 70° 12' W 500 feet, more or less, to Chocotawatchee Bay; thence Southwestly along shoreline 100 feet, more or less to a point where a line bearing N 72° 08' 50" W from the Point of Beginning intersects the shoreline; thence S 72° 08' 50" E 500 feet, more or less, to the Point of Beginning, together with improvements thereon.

AND

(Per Official Records Book 3680, Page 1556)
All that part of Lot Numbered 12 of the Moreno Point Military Reservation survey of lots, plat of which is of record in the office of the Clerk of the Circuit Court of Okaloosa County, Florida, lying East of Calhoun Avenue, except the following: The North 200 feet of the above described Lot 12, and except; Beginning at the SE corner of said Lot 12; thence N. 72 D. 52°40' E a distance of 100 feet; thence N. 72 D. 08°50' W, a distance of 245.12 feet, more or less, to the East line of Calhoun Avenue; thence along said East line of Calhoun Ave., South a distance of 100 feet, more or less, to the North line of First Street; thence S. 72 D. 08°50' E, along said North line of First Street, a distance of 250.54 feet, more or less, to the POB. Said parcel, hereby being conveyed, having a frontage of 80.56 feet on Calhoun Avenue and extending Eastwardly between parallel lines 240 feet, more or less, to the West boundary of Lot Numbered Two (2) to Calhoun's SID of Addition to Town of Destin, Florida.

Contains 6.91 acres or 300,946.25 Sq. Ft. more or less.

REVISIONS		NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	
Rev.	Date:	Job No:	24-0022
Rev.	Date:	Cadd File:	24-0022_bose.dwg
Rev.	Date:	Field Date:	03-14-24
Rev.	Date:	Drawn By:	PM, SC
		Field By:	TSJC,SC
		Field Bk/Pg:	RE 230

Shannon by Shannon Clatchey	Digitally signed Shannon Clatchey Date: 2024.04.09 19:13:05-05'00'
Shannon D. Clatchey Professional Surveyor and Mapper Florida Registration #6178	RARE EARTH SURVEYING & MAPPING Professional Surveyor - Florida Licensed Business No. 7350 1430 Pine Street, Knoxville Florida 35298 Tel. (800) 729-2722 Fax. (800) 729-2797

Prepared by and Return to:
McNeese Title, LLC
Cynthia Kelley
36468 Emerald Coast Parkway, Suite 1201
Destin, Florida 32541
Our File Number: 21-0555CK

For official use by Clerk's office only

STATE OF Florida
COUNTY OF Okaloosa

SPECIAL WARRANTY DEED

THIS INDENTURE, made this December 28, 2021, between Destin Bay House Cottages, LLC, a Florida limited liability company, whose mailing address is: 4608 Opa Locka Lane, Destin, Florida 32541 ("Grantor"), and LDV Land Development, LLC, a Florida limited liability company, whose mailing address is: 196 N Holiday Road, Miramar Beach, Florida 32550 ("Grantee"),

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto Grantee, his/her/their heirs and assigns, the following described property (the "Property"), to wit:

Lot 3 and the West 20 feet of Lot 4, Block D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the Plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

Parcel ID Number: **00-2S-22-0310-000D-0030**

Being and intended to be the same premises conveyed to the Grantor herein by deed recorded **November 3, 2015** in Book **3223**, Page **1636**, Public Records of **Okaloosa County, Florida**.

Subject, however, to all covenants, conditions, restrictions, reservations, limitations and easements of record, and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee, that the Property is free from all encumbrances made by Grantor, and Grantor does bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Property to the Grantee and Grantee's heirs, successors, and assigns, against every person lawfully claiming the Property, or any part thereof, by, through, or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on December 23rd, 2021.

Signed, sealed and delivered
in the presence of:

Destin Bay House Cottages, LLC

Sabrina Hatcher
Witness signature

Sabrina Hatcher
Print witness name

Cynthia Kelley
Witness signature

Cynthia Kelley
Print witness name

Michael A. Shoults

By Michael A. Shoults, Its Member

Nancy S. Shoults

By Nancy S. Shoults, Its Member

State of Florida
County of Okaloosa

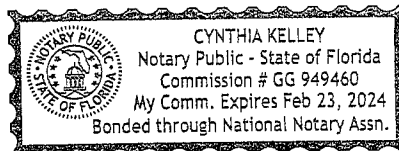
The foregoing instrument was acknowledged before me by means of physical presence, this 23rd day of December, 2021 by Michael A. Shoults and Nancy S. Shoults, the Members and on behalf of Destin Bay House Cottages, LLC, who are personally known to me or who produced _____ as identification.

Cynthia Kelley
Notary Public

Cynthia Kelley
Print Notary Name

My Commission Expires: 02/23/2024

Notary Seal



Prepared by and return to:
SHANNON L. WIDMAN, ESQ.
PORATH & ASSOCIATES, P.A.
1732 W Co Hwy 30A #106
Santa Rosa Beach, FL 32459
(850) 622-0102

DC Adelfosse
JD Peacock II Clerk of Circuit Court Okaloosa County, FL

Recording Fee: \$ 18.50
Doc Stamps: \$ 4,900.00

(space above blank for recording purposes)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 28 day of September, 2023,
between **West End RV, LLC, a Florida limited liability company (Grantor) and WLSL,
LLC, a Florida limited liability company of 600 4th St, Destin, FL 32541 (Grantee).**

WITNESSETH, that Grantor, for and in consideration of the sum of \$10.00, and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, quitclaims to Grantee and Grantee's heirs, executors, administrators, and assigns forever all of the right, title, and interest of Grantor in the following described land situated in **Okaloosa** County, Florida:

Legal Description:

The North 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59 at page 209 of the records of Okaloosa County, Florida. The South line of the said one hundred feet (100 feet) to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, ALSO the South 100 feet of the property conveyed by deed dated January 9, 1950 and recorded in Deed Book 59, at Page 209 of the records of Okaloosa County, Florida. The south line of the said 100 feet to be parallel to the North line of Lot 12 as shown on the plat of the Moreno Point Military Reservation, plat of which is on record in the Office of the Clerk of the Circuit Court of Okaloosa County, Florida.

AND

Lot 2, Block D, Calhoun's Subdivision of Addition to Destin, according to the map or plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

Less and Except:

A portion of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43A, Okaloosa County, Florida and being more particularly described as follows: Begin at the permanent reference monument which lies at the Southernmost corner of Lot 2, Block D, Second Revision of Calhoun's Subdivision of Addition to Town of Destin, Florida, as recorded in Plat Book 2, Page 43-A, Okaloosa County, Florida, being at the intersection of the right of way of Sibert Avenue with Zerbe Street (platted as First Street); thence run North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue (100 foot right of way) a distance of 140.00 feet to an iron rod LB# 2355; thence North 45 degrees 22 minutes 58 seconds West a distance of 135.98 feet to an iron rod LB#2355 on the West line of said Lot 2; thence South 06 degrees 14 minutes 28 seconds West, along said West line, a distance of 190.45 feet to an iron rod LB# 2355, being the Southwest corner of Lot 2 and also the Southeast corner of Lot 1, Edra Subdivision, as

10/09/2023 03:52 PM

recorded in Plat Book 7, Page 37, Okaloosa county, Florida; thence South 73 degrees 32 minutes 52 seconds East, along the Northerly right of way of Zerbe Street (60 foot right of way) a distance of 19.71 feet to the Point of Beginning. Bearings based on North 44 degrees 46 minutes 00 seconds East, along the Westerly right of way of Sibert Avenue.

PARCEL ID NUMBER: 00-2S-0310-000D-0020

Subject to the mortgage from West End RV, LLC to Katsue White as Trustee of the White Family Trust dated October 10, 2022, restated May 2, 2012, ISAOA, ATIMA.

Subject to covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

DISCLAIMER: This instrument was prepared without benefit of an abstract/record or other inquiry as to title or deed description and is drafted based solely upon the representation of the parties hereto.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Grantor:

West End RV, LLC

A Florida limited liability company

Wayne Lung

By: Wayne Lung, Managing Member

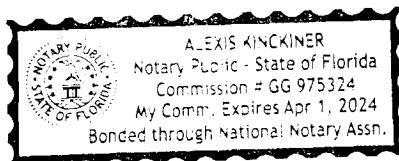
Witnesses:

Alexis Kinckiner
Witness Name: Alexis Kinckiner

Sharon C. Wolman
Witness Name: Sharon C. Wolman

STATE OF Florida
COUNTY OF Walton

The foregoing instrument was acknowledged before me by Wayne Lung who identified this instrument as a Special Warranty Deed, before me by means of x physical presence, or by online notary, on this 28 day of September, 2023, who is/are personally known to me or who has/have produced as identification.



[Signature]
NOTARY PUBLIC STATE OF Florida
MY COMMISSION EXPIRES: April 1, 2024

Prepared by and return to:

Linda Kramer
Porath & Associates, P.A.
1732 W. Co Hwy 30A, Ste. 106
Santa Rosa Beach, FL 32459
(850) 622-0102
File Number: 23-237
Parcel Identification No. : 00-2S-22-0630-0000-1230

Recording: \$18.50

Doc Stamps: \$4,200.00

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Warranty Deed made this 9th day of June, 2023 between Kimberly Ann White, Individually, as to a life estate, and Kimberly Ann White, as Trustee of the K. A. White Trust dated September 9, 2019 whose post office address is 12600 SW Crescent Street #312, Beaverton, OR 97005, grantor, and WLSL, LLC, a Florida Limited Liability Company whose post office address is 600 4th Street, Destin, FL 32541, grantee:

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Okaloosa County, Florida to-wit:

All that part of Lot Numbered 12 of the Moreno Point Military Reservation survey of lots, plat of which is of record in the office of the Circuit Court of Okaloosa County, Florida, lying East of Calhoun Avenue, except the following:

The North 200 feet of the above described Lot 12, and except: Beginning at the SE corner of said Lot 12; thence N. 72 D. 52'40" E a distance of 100 feet; thence N. 72 D. 08'50" W. a distance of 245.12 feet, more or less, to the East line of Calhoun Avenue; thence along said East line of Calhoun Ave., South a distance of 100 feet, more or less, to the North line of First Street; thence S. 72 D. 08'50" E. along said North line of First Street, a distance of 250.54 feet, more or less, to the POB. Said parcel, hereby being conveyed, having a frontage of 80.56 feet on Calhoun Avenue and extending Eastwardly between parallel lines 240 feet, more or less, to the West boundary of Lot Numbered Two (2) to Calhoun's S/D of Addition to Town of Destin, Florida.

Parcel Identification Number: 00-2S-22-0630-0000-1230

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

Subject to taxes for the current year and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

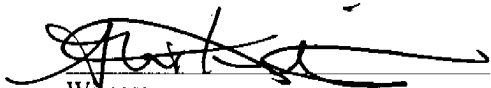
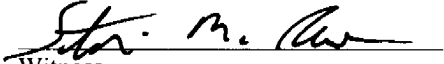
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the current year.

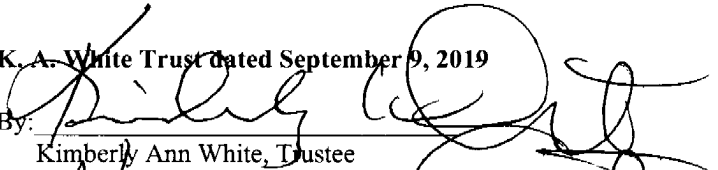
* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


 Witness
 Printed Name: Alexis Kinckiner

 Witness
 Printed Name: Stephanie M. Phalen

K. A. White Trust dated September 9, 2019

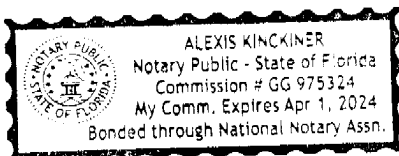
By: 
 Kimberly Ann White, Trustee


 Kimberly Ann White

State of Florida
 County of Walton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of June, 2023 by Kimberly Ann White, Trustee of the K. A. White Trust dated September 9, 2019 and Kimberly Ann White, Individually who ☐ is personally known or ☒ has produced a driver's license as identification.

[Seal]




 Notary Public
 Print Name: Alexis Kinckiner
 My Commission Expires: April 1, 2024

Prepared by and return to:

Linda Kramer
Porath & Associates, P.A.
1732 W. Co Hwy 30A, Ste. 106
Santa Rosa Beach, FL 32459
(850) 622-0102
File Number: **23-239**
Parcel Identification No. : **00-2S-22-0310-000D-072J**

Recording: \$18.50

Doc Stamps: \$3,500.00

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Warranty Deed made this **9th day of June, 2023** between **Katsue White, Trustee of the White Family Trust** dated **October 10, 2002** as restated on **May 2, 2012** whose post office address is **12600 SW Crescent Street #312, Destin, FL 32541**, grantor, and **WLSL, LLC, a Florida Limited Liability Company** whose post office address is **600 4th Street, Destin, FL 32541**, grantee:

Witnesseth, that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Okaloosa County, Florida** to-wit:

Being a portion of **Lot #72 Calhouns Subdivision of Addition to Town of Destin, Okaloosa County, Florida**, plat of which is of record in the office of the Clerk of Circuit Court of Okaloosa County, Florida, described as follows: Commence at a concrete monument marking the Southeast corner of Lot 13 Moreno Point Military Reservation Survey of Lots; thence **S72° 08' 50"E** to a point in the East right-of-way line of State Road 30 Alternate (Calhoun Avenue) marking the Southwest corner of said Lot #72, which is the point of Beginning; thence continue **S72° 08' 50" E** to a point in the Northwest boundary line of Lot #3 Calhouns S/D; thence with said Northwest line of said Lot #3 in a Northwesterly direction sixty-eight (68) feet to a point; thence Northwesterly to a point in said East right-of-way line of said State Road 30 Alternate (Calhoun Avenue) seventy three & five tenths (73.5) feet Northeasterly from a point of beginning; thence Southwesterly with said East right-of-way line of said State Road 30 Alternate (Calhoun avenue) seventy-three and five tenths (73.5) feet to the point of beginning.

Parcel Identification Number: 00-2S-22-0310-000D-072J

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

Subject to taxes for the current year and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

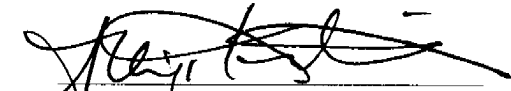
To Have and to Hold, the same in fee simple forever.

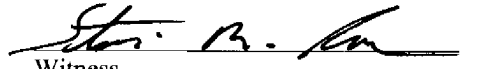
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the current year.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

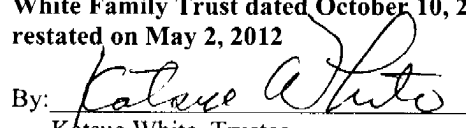
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


 Witness
 Printed Name: Alexis Kinckiner


 Witness
 Printed Name: Stephanie M. Anderson

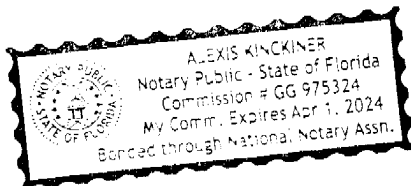
White Family Trust dated October 10, 2002 as restated on May 2, 2012

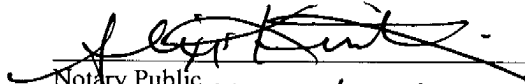
By: 
 Katsue White, Trustee

State of Florida
 County of Walton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of June, 2023 by Katsue White, Trustee of the White Family Trust dated October 10, 2002 as restated on May 2, 2012 who ☐ is personally known or ☒ has produced a driver's license as identification.

[Seal]




 Notary Public
 Print Name: Alexis Kinckiner
 My Commission Expires: April 1, 2024

Prepared by and Return to:
McNeese Title, LLC
Cynthia Kelley
36468 Emerald Coast Parkway, Suite 1201
Destin, Florida 32541
Our File Number: 21-0556CK

For official use by Clerk's office only

STATE OF Florida
COUNTY OF Okaloosa

SPECIAL WARRANTY DEED

THIS INDENTURE, made this December 28, 2021, between Destin Bay House Cottages, LLC, a Florida limited liability company, whose mailing address is: 4608 Opa Locka Lane, Destin, Florida 32541 ("Grantor"), and LDV Land Development, LLC, a Florida limited liability company, whose mailing address is: 196 N Holiday Road, Miramar Beach, Florida 32550 ("Grantee"),

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto Grantee, his/her/their heirs and assigns, the following described property (the "Property"), to wit:

The East 80 feet of Lot 4, Block D, of SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, according to the plat thereof recorded in Plat Book 2, Page 43A, of the Public Records of Okaloosa County, Florida. Said lot faces Sibert Avenue for a distance of 100 feet and extends back between parallel line a distance of approximately 300 feet to the line of George Destin's lot.

Parcel ID Number: **00-2S-22-0310-000D-0040**

Being and intended to be the same premises conveyed to the Grantor herein by deed recorded **December 12, 2016** in Book 3279, Page 1883, Public Records of **Okaloosa County, Florida**.

Subject, however, to all covenants, conditions, restrictions, reservations, limitations and easements of record, and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee, that the Property is free from all encumbrances made by Grantor, and Grantor does bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Property to the Grantee and Grantee's heirs, successors, and assigns, against every person lawfully claiming the Property, or any part thereof, by, through, or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on December 23, 2021.

Signed, sealed and delivered
in the presence of:

Destin Bay House Cottages, LLC

Michael A. Shoults

By Michael A. Shoults, Its Member

Nancy S. Shoults

By Nancy S. Shoults, Its Member

Sabrina Hatcher

Witness signature

Sabrina Hatcher

Print witness name

Cynthia Kelley

Witness signature

Cynthia Kelley

Print witness name

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence, this 23rd day of December, 2021 by Michael A. Shoults and Nancy S. Shoults, the Members and on behalf of Destin Bay House Cottages, LLC, who are personally known to me or who produced _____ as identification.

Cynthia Kelley

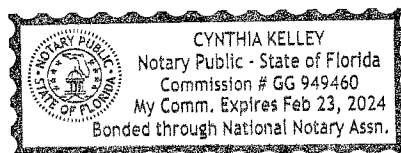
Notary Public

Cynthia Kelley

Print Notary Name

My Commission Expires: _____

Notary Seal



Prepared by and Return to:
McNeese Title, LLC
Cynthia Kelley
36468 Emerald Coast Parkway, Suite 1201
Destin, Florida 32541
Our File Number: 21-0366CK

For official use by Clerk's office only

STATE OF Florida
COUNTY OF Okaloosa

SPECIAL WARRANTY DEED

THIS INDENTURE, made this December 28, 2021, between Destin Bay House Cottages, LLC, a Florida limited liability company, whose mailing address is: 4608 Opa Locka Lane, Destin, Florida 32541 ("Grantor"), and LDV Land Development, LLC, a Florida limited liability company, whose mailing address is: 196 N Holiday Road, Miramar Beach, Florida 32550 ("Grantee"),

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto Grantee, his/her/their heirs and assigns, the following described property (the "Property"), to wit:

Commence at a concrete monument marking the SE corner of Lot No. 13, Moreno Point Military Reservation Survey of Lots; Thence South 72° 08' 50" East to the Southwest corner of Lot 72, Calhoun Subdivision; thence with the Southeast right-of-way line of State Road 30 Alt. (Calhoun Ave.) Northeasterly 73.5 feet to the Point of Beginning; thence Southeasterly to a point in the Northwest boundary line of Lot 3, Block "D", Calhoun Subdivision, said point being 68 feet Northeasterly from the Southwest corner of Lot 72; thence with the Northwest line of Lot 3 and 4, Block "D", Calhoun Subdivision, Northeasterly 136 feet to a point; thence Northwesterly to a point in the Southeast right-of-way line of State Road 30 Alt. said point being 147 feet Northeasterly from the Point of Beginning; thence with the Southeast right-of-way line of State Road Alt. 30, 147 feet Southwesterly to Point of Beginning. All lying and being in Okaloosa County, Florida.

The above parcel as surveyed, being more particularly described as follows:

A portion of Lot No. 72, Block "D", Second Revision of Calhouns Subdivision of Addition to Town of Destin, Florida, as recorded in Plat book 2, Page 43-A, Public Records of Okaloosa County, Florida, further described as:

Commence at the Easternmost corner of Lot 16, Block "D", of aforementioned plat; thence North 44° 11' 00" West along the Southwesterly right of way of Forest Street a distance of 346.20 feet to the Northernmost corner of said Lot 16; thence depart Southwesterly right of way line of Forest Street and proceed along the Northwesterly line of Lot 5 through Lot 16, Block "D" of said plat South 45° 46' 10" West for a distance of 1199.63 feet to a found 1" iron pipe marking the Northernmost corner of Lot 4, Block "D" of said plat and the Point of Beginning; thence proceed North 67° 45' 33" West a distance of 203.09 feet to a point on the Easterly right of way of Calhoun Avenue (County Road 30A, State Road 30 Alt); thence proceed along said Easterly right of way South 27° 38' 02" West, a distance of 77.84 feet to a concrete monument, said point being the point of curvature of a curve concave to the Southeast and having a radius of 925.37 feet; thence proceed along the arc of said curve through a central angle of 04° 16' 28" and an arc length of 69.04 feet (Chord: South 24° 53' 00" West, 69.02 feet) to a capped iron rod LB #7350; thence departing said right of way, proceed South 70° 32' 23" East a distance of 225.37 feet to a point on the Northwesterly lot line of Lot 3, of said Block "D", marked by a capped iron rod LB #7350, said point being North 17° 21' 27" East, a distance of 92.93 feet from the Southwest corner of said Lot 3; thence proceed along the Northwesterly lot lines of Lot 3 and Lot 4, Block "D", North 17° 23' 04" East, a distance of 136.00 feet to the Point of Beginning.

Parcel ID Number: 00-2S-22-0310-000D-072I

Being and intended to be the same premises conveyed to the Grantor herein by deed recorded September 1, 2015 in Book 3214, Page 3270, Public Records of Okaloosa County, Florida.

Subject, however, to all covenants, conditions, restrictions, reservations, limitations and easements of record, and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

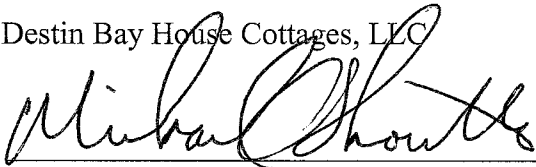
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

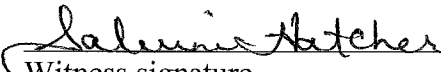
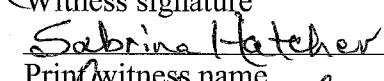
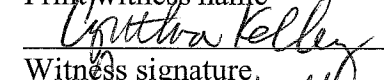
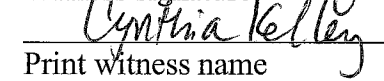
TO HAVE AND TO HOLD the same in fee simple forever.

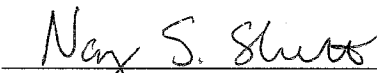
AND the Grantor hereby covenants with the Grantee, that the Property is free from all encumbrances made by Grantor, and Grantor does bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Property to the Grantee and Grantee's heirs, successors, and assigns, against every person lawfully claiming the Property, or any part thereof, by, through, or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on December 28, 2021.

Signed, sealed and delivered
in the presence of:

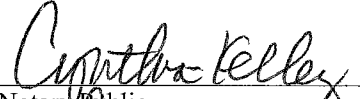
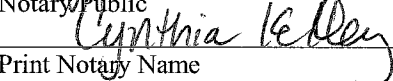
Destin Bay House Cottages, LLC

By Michael A. Shoults, Its Member


Witness signature

Print witness name

Witness signature

Print witness name


By Nancy S. Shoults

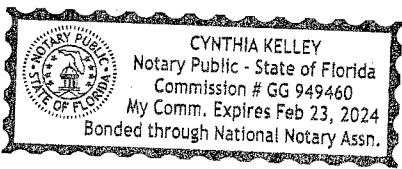
State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence, this 23rd day of December, 2021 by Michael A. Shoults and Nancy S. Shoults, the Members and on behalf of Destin Bay House Cottages, LLC who are personally known to me or who has produced _____ as identification.


Notary Public

Print Notary Name

My Commission Expires: 02/23/2024

Notary Seal



Prepared without survey or title by
AMY P. SLAMAN ESQ.
CLARK PARTINGTON
4100 Legendary Dr., Suite 200
Destin, FL 32541

Parcel ID 00-2S-22-0310-000D-002A

WARRANTY DEED TO TRUST
(Sibert Ave)

KNOW ALL MEN BY THESE PRESENTS that **CHRISTOPHER WHITE**, a married man (the "Grantor"), whose address is 112 Fulmar Circle NE, Fort Walton Beach, FL 32548, for and in consideration of good and valuable consideration, the receipt whereof is hereby acknowledged, hereby conveys and grants the real property described herein below to **CHRISTOPHER TERRY WHITE, as trustee of the CHRISTOPHER WHITE REVOCABLE TRUST DATED JUNE 1, 2022** (the "Grantee"), whose address is 112 Fulmar Circle NE, Fort Walton Beach, FL 32548, and successors and assigns thereof, in and to the real property situate, lying and being in *Okaloosa County*, Florida, described as follows:

A PORTION OF LOT 2, BLOCK D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OKALOOSA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE PERMANENT REFERENCE MONUMENT WHICH LIES AT THE SOUTHERNMOST CORNER OF LOT 2, BLOCK D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OKALOOSA COUNTY, FLORIDA, BEING AT THE INTERSECTION OF THE RIGHT OF WAY OF SIBERT AVENUE WITH ZERBE STREET (PLATTED AS FIRST STREET); THENCE RUN NORTH 44°46'00" EAST, ALONG THE WESTERLY RIGHT OF WAY OF SIBERT AVENUE (100 FOOT RIGHT OF WAY) A DISTANCE OF 140.00 FEET TO AN IRON ROD LB# 2355; THENCE NORTH 45°22'58" WEST A DISTANCE OF 135.98 FEET TO AN IRON ROD LB#2355 ON THE WEST LINE OF SAID LOT 2; THENCE SOUTH 06°14'28" WEST, ALONG SAID WEST LINE, A DISTANCE OF 190.45 FEET TO AN IRON ROD LB# 2355, BEING THE SOUTHWEST CORNER OF LOT 2 AND ALSO THE SOUTHEAST CORNER OF LOT 1, EDRA SUBDIVISION, AS RECORDED IN PLAT BOOK 7, PGE 37, OKALOOSA COUNTY, FLORIDA; THENCE SOUTH 73°32'52" EAST, ALONG THE NORTHERLY RIGHT OF WAY OF ZERBE STREET (60 FOOT RIGHT OF WAY) A DISTANCE OF 19.71 FEET TO THE POINT OF BEGINNING.
BEARINGS BASED ON NORTH 44°46'00" EAST, ALONG THE WESTERLY RIGHT OF WAY OF SIBERT AVENUE.

The subject property is **not** the Constitutional homestead of the Grantor.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. Subject to zoning, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions, instruments and matters of record or appearing on the plat or otherwise common to the subdivision; valid easements and mineral reservations of record affecting the Property, if any; and taxes for the current year and subsequent years; all of which are not hereby reimposed.

TO HAVE AND TO HOLD the Property in fee simple upon the trust and for the uses and purposes herein and as set forth in the trust agreement.

Notwithstanding anything herein to the contrary, Grantor hereby retains the right to use, possess, and occupy the Property as his personal residence during his lifetime, when such is used as his homestead within the meaning given to the term "homestead" by the State of Florida Constitution and applicable Florida Statutes pertaining thereto.

Each Trustee named herein shall have the independent power and authority to protect, conserve, and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property conveyed by this deed. The powers of a Trustee and any successor shall extend to any and all rights which the Grantors possess in the Property; any deed, mortgage, or other instrument executed by a Trustee shall convey all rights or interests of the Grantors; and each such Trustee is appointed as the attorney-in-fact for the Grantors to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the Grantors.

If a Trustee named hereinabove cannot continue to serve, then the next person named under each such Trust shall serve as successor Trustee. The term "Trustee" referred to in this trust agreement shall be considered to include the successor Trustee. Any successor Trustee is hereby granted the same powers with respect to the Property as are granted to the Trustees in this deed. Any person dealing with a Trustee shall deal with such Trustee as set forth hereinabove. However, no person shall deal with a successor Trustee of the Trust until one or more of the following have been received by such person or placed of record in the aforementioned county:

- A. The written resignation of a prior Trustee sworn to or acknowledged before a notary public.
- B. A certified death certificate of a prior Trustee.
- C. The order of a court of competent jurisdiction adjudicating the prior Trustee incapacitated, or removing the Trustee for any reason.
- D. The written certificates of two physicians currently practicing medicine that the Trustee is unable to manage his or her own affairs or is physically or mentally incapable of handling the duties of Trustee.
- E. The written removal of a Successor Trustee and/or the appointment of an additional Successor Trustee by the Grantors sworn to or acknowledged before a notary public; this right being reserved to the Grantors.
- F. A conveyance from the prior Trustee to the Successor Trustee.

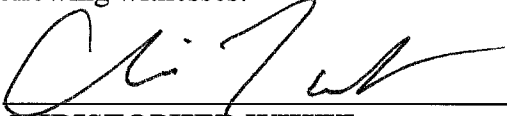
AND Grantor hereby covenants with the Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property; that the Property is free of

all encumbrances; except taxes accruing subsequent to the end of the prior year; and Grantor will defend the same against the lawful claims of all persons whomsoever.

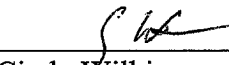
Signed, sealed and delivered in the presence of the following witnesses:



Amy P. Slaman



CHRISTOPHER WHITE



Cindy Wilkinson

Date: June 1, 2022

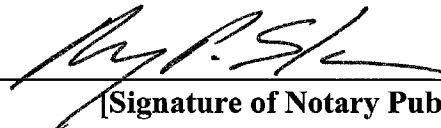
STATE OF FLORIDA

COUNTY OF OKALOOSA

Sworn to (or affirmed) and subscribed before me this 1st day of June, 2022, by means of
☒ physical presence or ☐ online notarization by **CHRISTOPHER WHITE**, who ☒ is
personally known to me, or who ☐ has produced _____ as
identification.



[NOTARIAL SEAL]



[Signature of Notary Public]

A4133503.DOCX



Community Development Planning and Zoning Division

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

May 3, 2024

Subject: Notification of Development Project: Calhoun/Sibert – Future Land Use Map Amendment and Rezone - City of Destin Project Numbers: LU-001400-2024 and LU-001395-2024

Dear Property Owner:

The purpose of this letter is to notify you that the Planning Division has received an application for a Future Land Use Map (FLUM) Amendment from Calhoun Mixed Use-Village (CMU-V) to Calhoun Mixed Use (CMU) and a Rezone from Calhoun Mixed Use-Village (CMU-V) to Calhoun Mixed Use (CMU). As an owner of property located within 300 feet of this project, **Section 2.17.00 of the Destin Land Development Code (LDC)** requires a written notice providing you the following information.

This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide any comments to the email address provided below.

1. Name of Owner: WLSL, LLC; LDV Land Development LLC; White Christopher Trust
2. Name of Agent: CORE Engineering and Consulting
3. Address and Parcel ID Numbers of Project:

102 Calhoun Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0630-0000-1230)
104 Calhoun Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0630-0000-1240)
108 Calhoun Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-072J)
118 Calhoun Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-072I)
115 Sibert Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-0040)
109 Sibert Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-0030)
105 Sibert Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-0020)
Unaddressed Parcel on Sibert Ave, Destin, FL 32541 (Parcel ID: 00-2S-22-0310-000D-002A)

4. Project Description:

Future Land Use Map (FLUM) Amendment from Calhoun Mixed Use-Village (CMU-V) to Calhoun Mixed Use (CMU) and a Rezone from Calhoun Mixed Use-Village (CMU-V) to Calhoun Mixed Use (CMU).

5. Location Map: Please refer to the back of this letter.

6. Location of Application Package: To request a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a public records request online:
<http://www.cityofdestin.com/forms.aspx?fid=121>

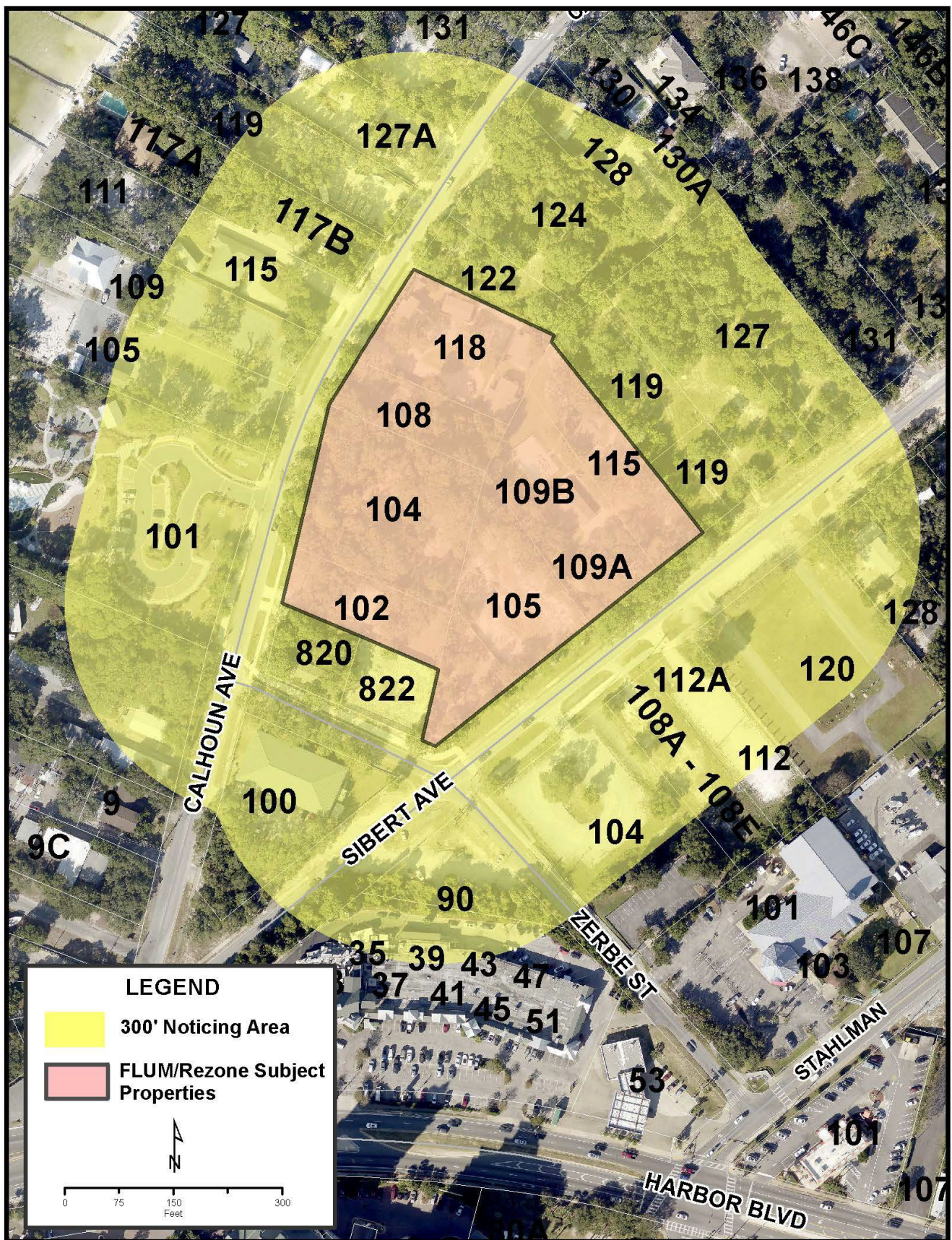
If you have any questions, please do not hesitate to call (850) 654-1119 or email planning@cityofdestin.com.

Sincerely,

Tina Deater, AICP
Planner



cc: Louis Zunguze, MURP, Community Development Director
Planning Division
Project File



**AFFIDAVIT
POSTING OF PROPERTY**

BEFORE ME, the undersigned authority, personally appeared: Edwin L. Stanford,

the owner and/or authorized agent of the following described property: 102, 104, 105, 108 Calhoun
105 S. Bert Avenue, Parcel 00-25-22-0310-000D-002A -who deposes and says as follows:

1. That the subject site described above has a sign posted by the owner and/or authorized agent for the owner, notifying the public of the development activity, city project number, and authorized agent and phone number.
2. That the posted sign meets the dimensional requirements set by the City.
3. That the posted sign was placed and will be maintained upon the property in the correct location and not less than fourteen (14) days from the date of the City's Completeness Letter.
4. That a photo of the sign depicting the location of the sign in relation to the road right-of-way is attached.
5. This affidavit will be forwarded to the City's Planning Division no later than seven (7) working days from the posting of the sign.

I have completed the said requirements as described in the City of Destin Land Development Code.


Signed Name of Owner/Agent

Edwin L. Stanford
Printed Name of Owner/Agent

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence or online notarization
__, this 17 day of May, 2024,

By: Zachary Brannen
(Print name)

Personally known ✓ OR Produced Identification _____


Notary Signature

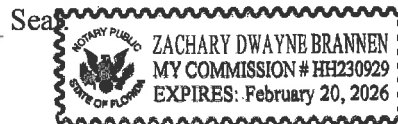




Photo 1 – Sibert Sign



Photo 2 – Sibert Sign from Right Of Way



Photo 3 – Calhoun Sign From Right Of Way



Photo 4 – Calhoun Sign