

**DESTIN CITY COUNCIL MEETING
NOVEMBER 4, 2024
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Teamwork*****

CALL TO ORDER

*** INVOCATION**

PLEDGE OF ALLEGIANCE

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

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

- A. Proclamation - Epilepsy Awareness Month
- B. Choctawhatchee Basin Alliance - Annual Report to City Council, Program and Water Quality Update

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

3. * CONSENT AGENDA**

- A. Declaration of City Equipment as Surplus - Dump Truck, Pick-Ups, mowers, power equipment
- B. FY25 Resurfacing Projects, authorization to issue Purchase Orders
- C. FY 2025 Budget Amendment #1 GRANT BALANCES
- D. Indian Bayou Trail Roundabout, stormwater repair, authorization to issue a Purchase Order
- E. Interlocal Agreement with County - Four Prong Lake - permit fees
- F. Grant Agreement DEP L0028 - Four Prong Lake Emergency Outfall Project
- G. Clement Taylor Park - Covenant of Use, Purpose and Ownership document
- H. Mattie Kelly Outfall – Engineering Design Concept Approval
- I. DO 20-02 The Charles Right-of-Way Permanent Acceptance – South Mattie M. Kelly Blvd
- J. 503 Norriego Road, Residential Marine Construction, HWB-001463-2024
- K. 526 Norriego Road, Residential Marine Construction, HWB-001441-2024
- L. 531 Norriego Road, Residential Marine Construction, HWB-001398-2024
- M. Approval of minutes of October 7, 2024 Regular City Council Meeting
- N. Approval of minutes of September 23, 2024 City Council Workshop - LDC Rewrite

4. CITY MANAGER REPORTS

- A. Resolution 24-12 Supplemental Debt Resolution
- B. Utility Undergrounding Carrier Contracts

- C. ADS - Full Notice to Proceed
- D. State Appropriation Requests
- E. Fire District Dock - Boat Slip Lease
- F. All Employee Survey
- G. Boardwalk Under the Bridge/PD&E/Stahlman Intersection - scope of work change
- H. Draft Minutes of Standing Committee and Board Meetings - **Informational Only**
- I. Announcements

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 24-19-CN - Authorizing the issuance of the city's Non-Ad valorem revenue note, Series 2024 in the principal amount of not to exceed \$25,000,000 for the purpose of financing various capital improvement projects in the city including without limitation the acquisition of certain land for the purpose of providing public park facilities located at One Harbor Blvd, construction of the cross-town connector roadway, and undergrounding overhead utilities.
- B. Second reading of Ordinance 24-18-CC - Amending Chapter 6 "Buildings and Building Regulations" of the Code of Ordinances; amending sections relating to flood hazard areas and floodplain management.
- C. Second reading of Ordinance 24-12-LC - Amending Land Development Code Section 11.04.00 Floodplain Management; amending sections relating to elevation of manufactured homes in flood hazard areas.
- D. Request for approval of a Major Development Order application (DEV-001331-2024). This project includes the construction of the Tarpon Beach Access Parking Lot, four pavilions, a Little Adventures outpost, a restroom facility, an ADA compliant wooden boardwalk to the beach, and the associated site infrastructure. The subject project is generally located at 3310, 3320, and 3324 Scenic Highway 98, totaling approximately 3.08 acres.

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
- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Wagner
 - 1) Proposed Resolution 24-13 -- US 98 Intersection Improvements
- I. City Attorney
 - 1) Destin Fishing Fleet, Inc. v. City of Destin, 2019 CA 002599 (Okaloosa County, Florida) - Approval for Costs

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

Proclamation

NATIONAL EPILEPSY AWARENESS MONTH

WHEREAS, epilepsy is a brain disorder characterized by recurrent and unprovoked seizures that can affect anyone, at any age, any time; and

WHEREAS, epilepsy is a spectrum disease comprised of many diagnoses, experiences, and includes a wide range of seizure types, comorbidities, control, severity, and outcomes varying from person-to-person; and

WHEREAS, epilepsy is the fourth most common neurological disorder; approximately 3.4 million people in the United States live with active epilepsy; and

WHEREAS, people with epilepsy need access to affordable, comprehensive, physician-directed and person-centered healthcare; and

WHEREAS, 426,000 Floridians live with epilepsy, including 88,000 children in Florida, and greater education and improved access to care is needed in schools, which can be accomplished by passing a Seizure Safe Schools legislation nationwide; and

WHEREAS, while protections exist in the Americans with Disabilities Act and related civil rights laws, people with epilepsy still encounter discrimination in areas including employment, education, and housing; and

WHEREAS, Epilepsy Awareness Month is a nationwide effort in November of the Epilepsy Foundation and Epilepsy Alliance Florida to raise awareness about and changes the conversation around epilepsy, seizures, and side effects, as well as to improve and save lives through care, advocacy, research, and new therapies, and public health and education; and

WHEREAS, through action together on Epilepsy Awareness Month, and during other awareness initiatives, including International Epilepsy Day, Epilepsy Awareness Day, and Brain Awareness Week – and any day of the year – it is important to increase public knowledge about epilepsies and seizures first and change the way people think about epilepsies and seizures.

NOW, THEREFORE, I, Bobby Wagner, Mayor of the City of Destin, do hereby proclaim November 2024 as:

NATIONAL EPILEPSY AWARENESS MONTH

And encourage Destin residents to act together and use our brains to overcome the challenges of living with the epilepsies and accelerate therapies to stop seizures, find cures and save lives.

SO DONE THIS 4TH DAY OF NOVEMBER 2024

By:

BOBBY WAGNER, MAYOR

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 2024

TYPE OF AGENDA ITEM: Presentation

AGENDA OUTLINE NUMBER: 1.B.

TO: City Council

THRU: Larry Jones , Interim City Manager

FROM: Michael Burgess, Public Works Director

DATE: 10/24/2024

SUBJECT: Choctawhatchee Basin Alliance - Annual Report to City Council, Program and Water Quality Update

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

II. DISCUSSION: CBA Staff will provide a program update as well as speak about water quality sampling and analysis results.

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

II. Enhanced Quality of Life and Safety for Families

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

VI. A Green and Sustainable Environment

B. Effect on Budget (EOB): This is an informational item.

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

D. Legislative Sponsor:

III. CONCLUSION: This is an informational item.

IV. RECOMMENDED MOTION: No motion is required.

Attachments:

1. Destin NPDES CBA Presentation
110424

CBA and City of Destin NPDES Update



C
B
A



CHOCTAWHATCHEE
BASIN ALLIANCE
Northwest Florida State College

October 2024
Kayla Wingard
Monitoring Program Manager





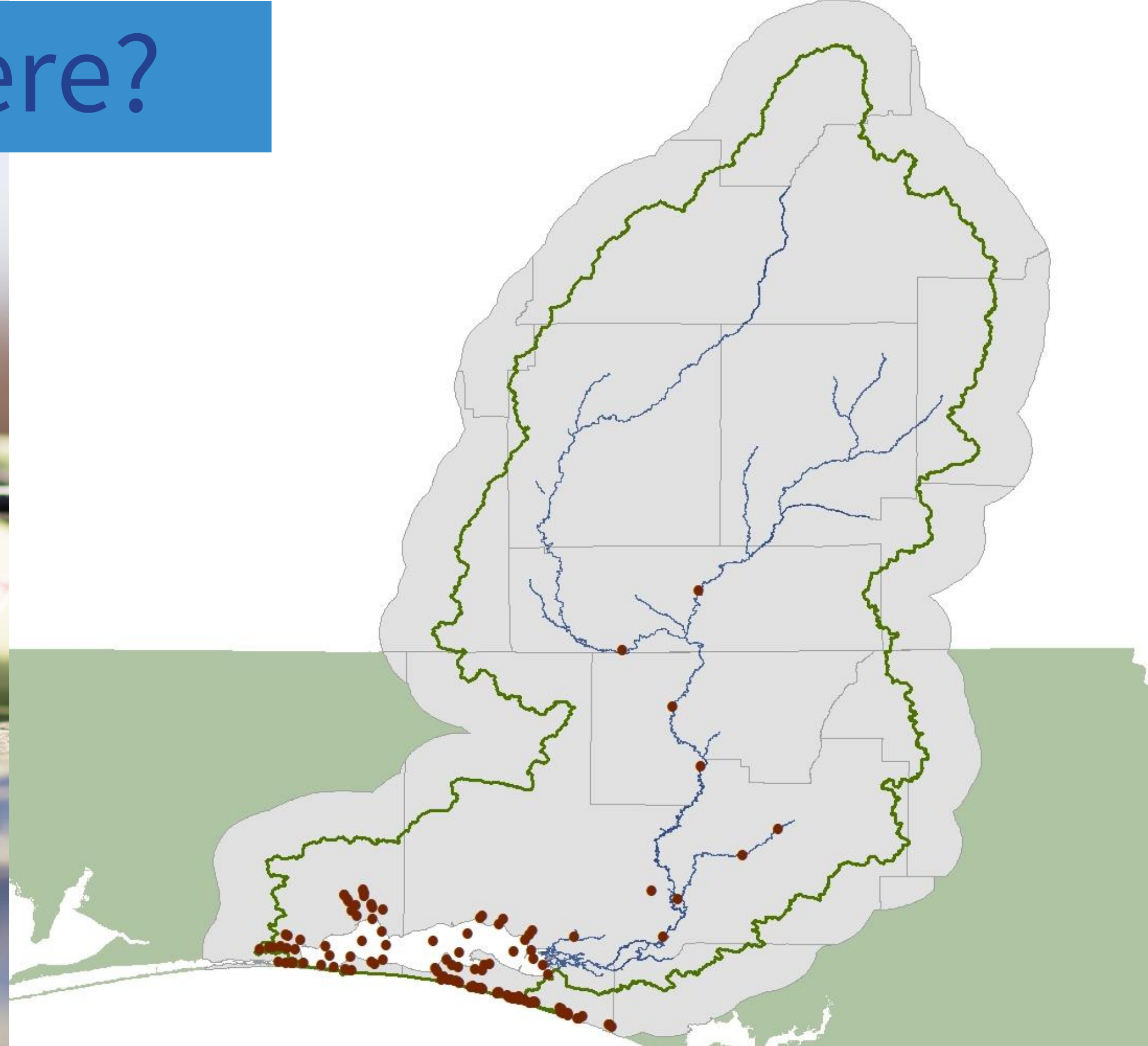
Who & What?



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



Where?



CBA serves all around the Choctawhatchee watershed, across the Bay, the Destin Harbor, up the Choctawhatchee River to Geneva, AL, the coastal dune lakes of Walton County, and is expanding coverage into the northeastern portion of the watershed.



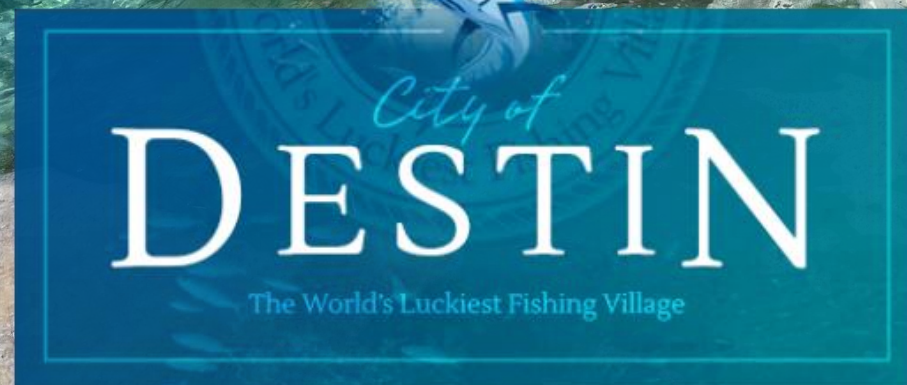
Destin NPDES & CBA

Since 2003, the City of Destin has enacted programs to comply with the EPA's National Pollution Discharge Elimination System (NPDES), with the goals of:

- reducing discharge of pollutants to the maximum extent practicable
- protecting water quality, and
- satisfying water quality requirements of the Clean Water Act.

CBA partners with City of Destin to fulfill these NPDES requirements through:

- Public Education and Outreach
- Public Involvement and Participation
- Pollution Prevention / Good Housekeeping



Public Education and Outreach

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



Destin Middle School

- 5th grade students participate in Grasses in Classes (GIC)
 - Salt marsh grasses grown at school
- CBA staff teach stormwater and environmental education with **hands-on** lessons in the classroom
- End-of-year **field trip** with CBA staff and volunteers at a Living Shoreline in the Spring

Grasses in Classes



CBA Presentations

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

Destin Forward Leadership Class, Waterways Day
September 12, 2024. Captain Leonard Park, Destin, FL.

- Focused on CBA mission, erosion control, and water quality.
- Past: Destin Rotary Club – March 5th
- Upcoming: Panhandle Flyfishers - November 4th



Public Involvement / Participation

Earth Day Beach Cleanup at Norriego Point – April 20th

International Coastal Cleanup at June White Decker Park– September 21st



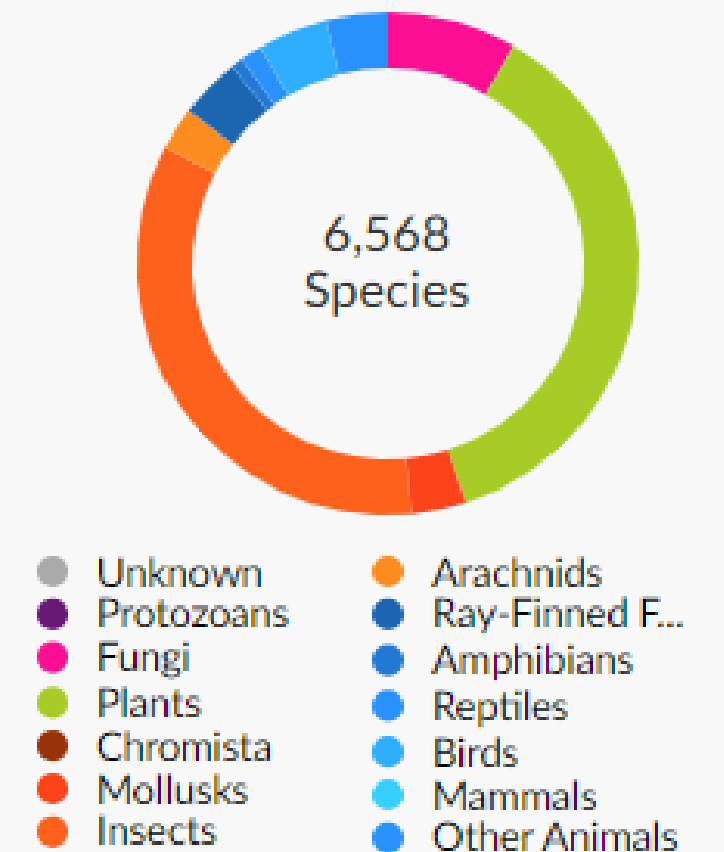
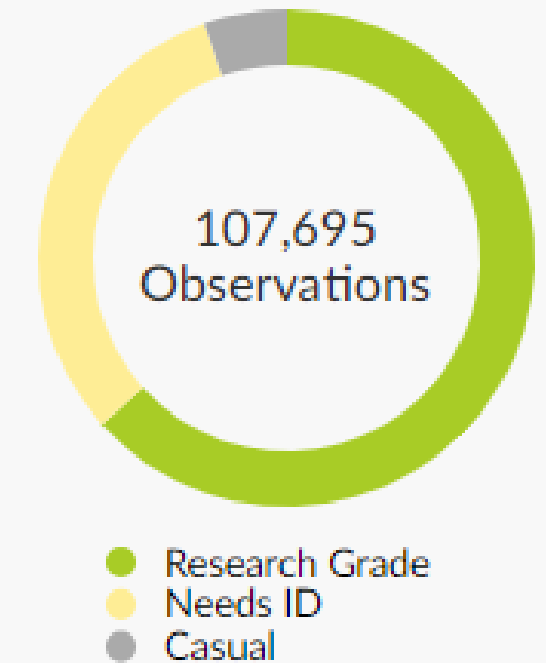
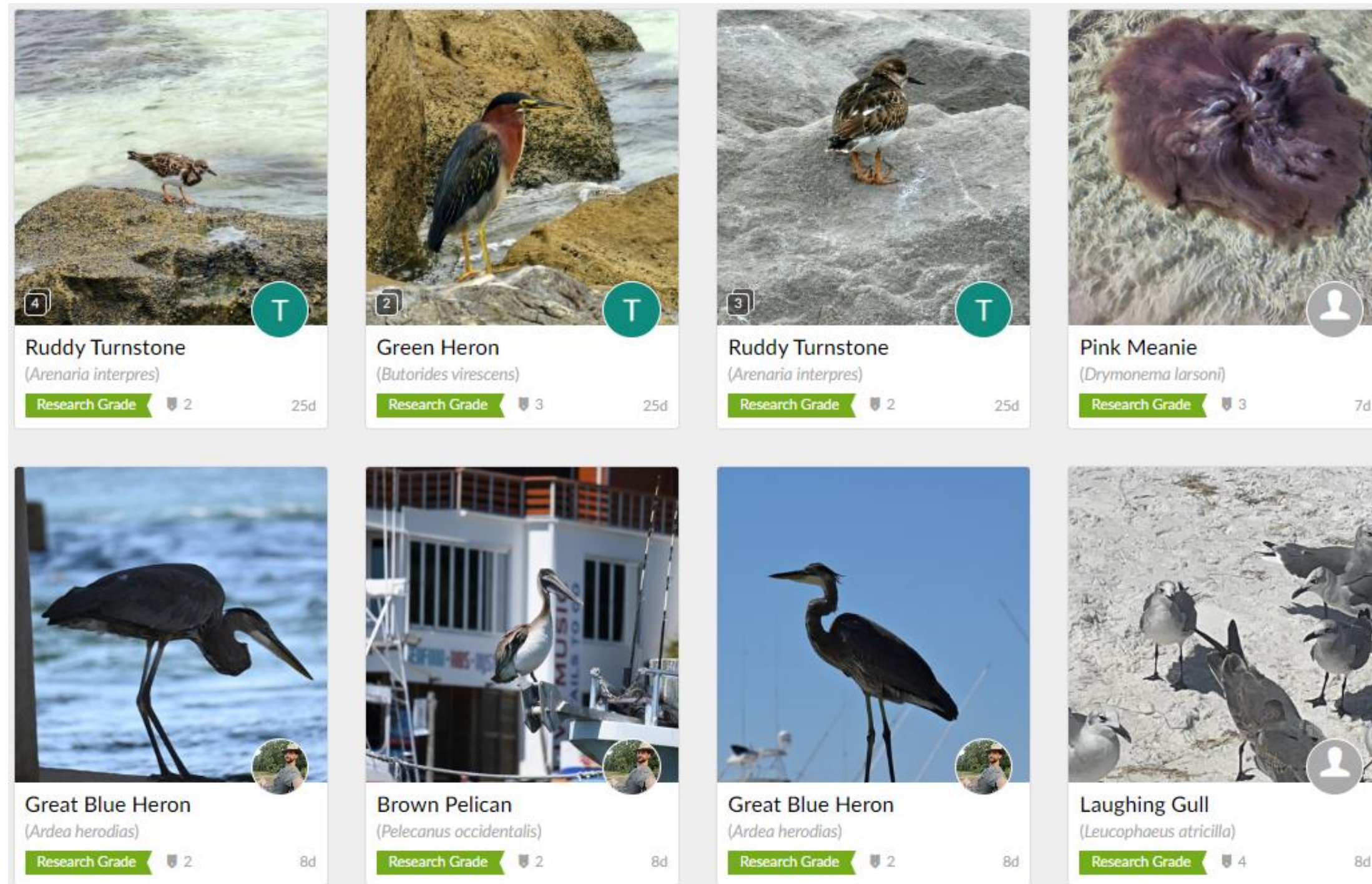
Common Items

Food wrappers
Cigarette butts
Plastic bags
Plastic bottle caps
Straws/stirrers
Plastic Bottles
Beverage cans
Plastic Lids
Toys



Public Involvement / Participation

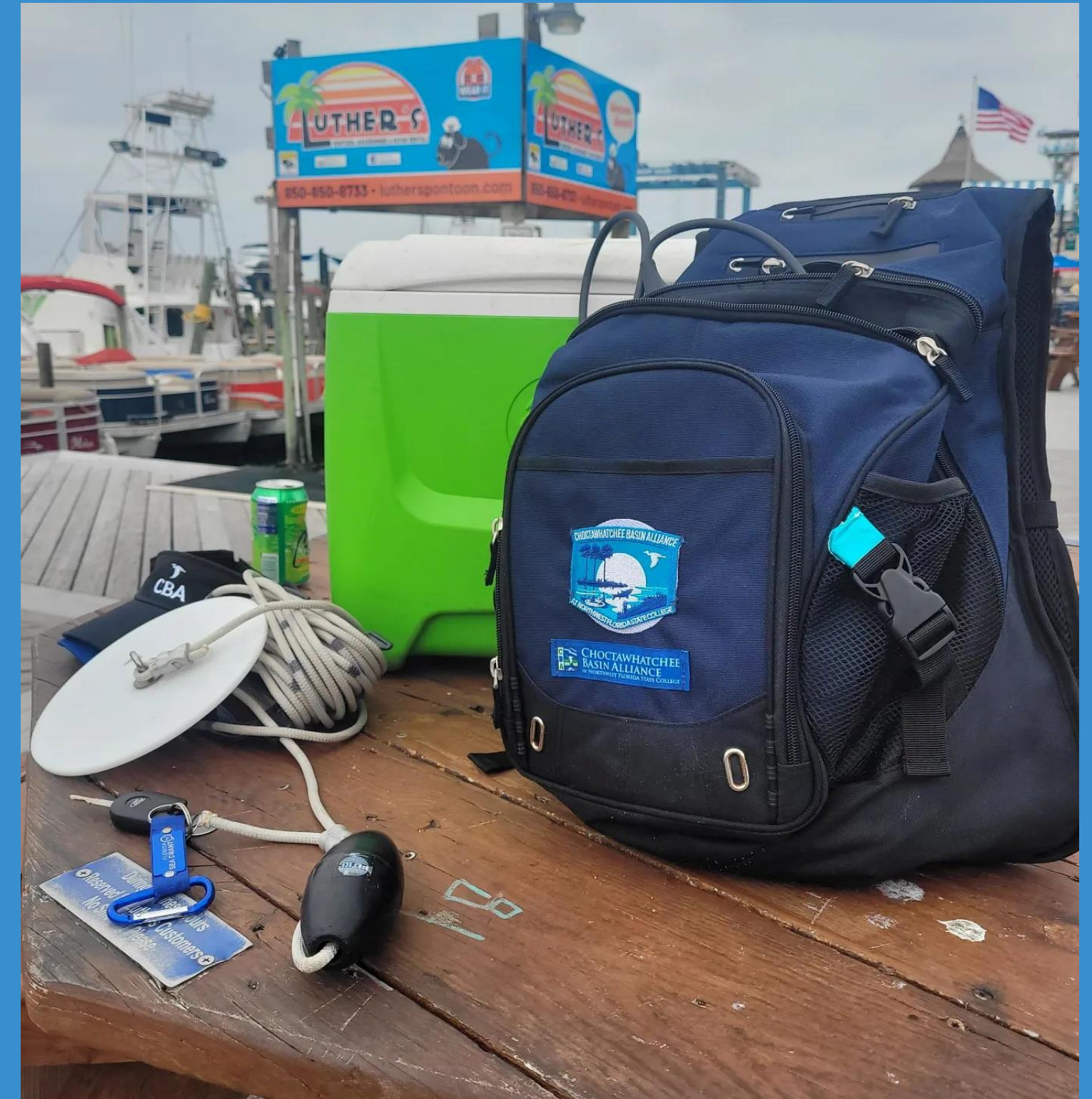
iNaturalist App- CBA Watershed Biodiversity



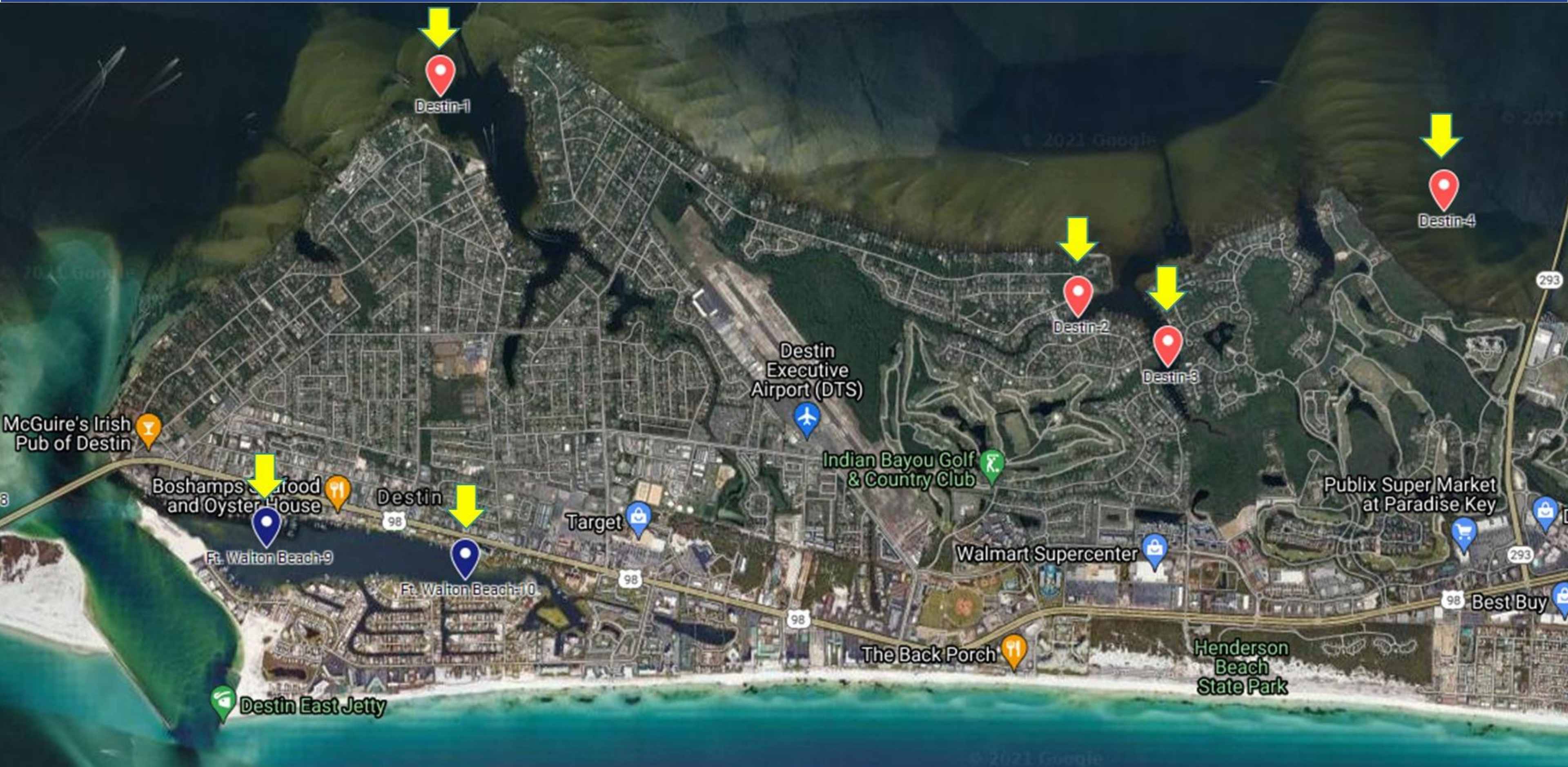
Public Involvement / Participation

Volunteer Water Quality Monitoring

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



CBA Destin Water Quality Stations



CBA Destin Water Quality



Northwest Florida State College

CBA

- Temperature
- Dissolved Oxygen (mg/L and % sat)
- Specific Conductivity
- Salinity
- pH
- Turbidity

In-the-Field



LAKEWATCH

- Nutrients
 - Total Phosphorus
 - Total Nitrogen
- Chlorophyll-a
- Secchi disk vanishing point

Lab Analysis



Northwest Florida State College

CBA Destin Water Quality

Numeric Nutrient Criteria (NNC) Annual Geometric Means (AGM)

	West Bay	Middle Bay
Total Phosphorus:	0.049 mg/L	0.020 mg/L
Total Nitrogen:	0.54 mg/L	0.36 mg/L
Chlorophyll-a:	4.1 µg/L	3.1 µg/L



Numeric Nutrient Criteria Development | Florida Department of Environmental Protection

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

floridadep.gov Chapter 62-302.532



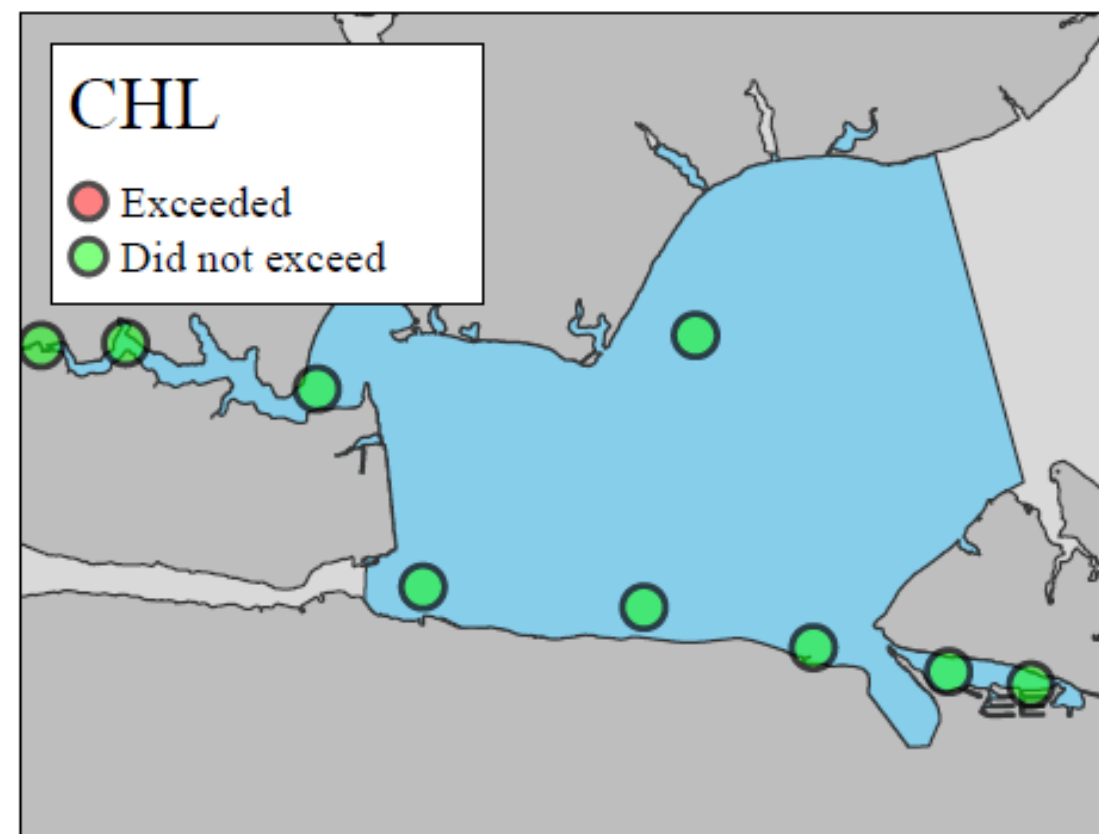
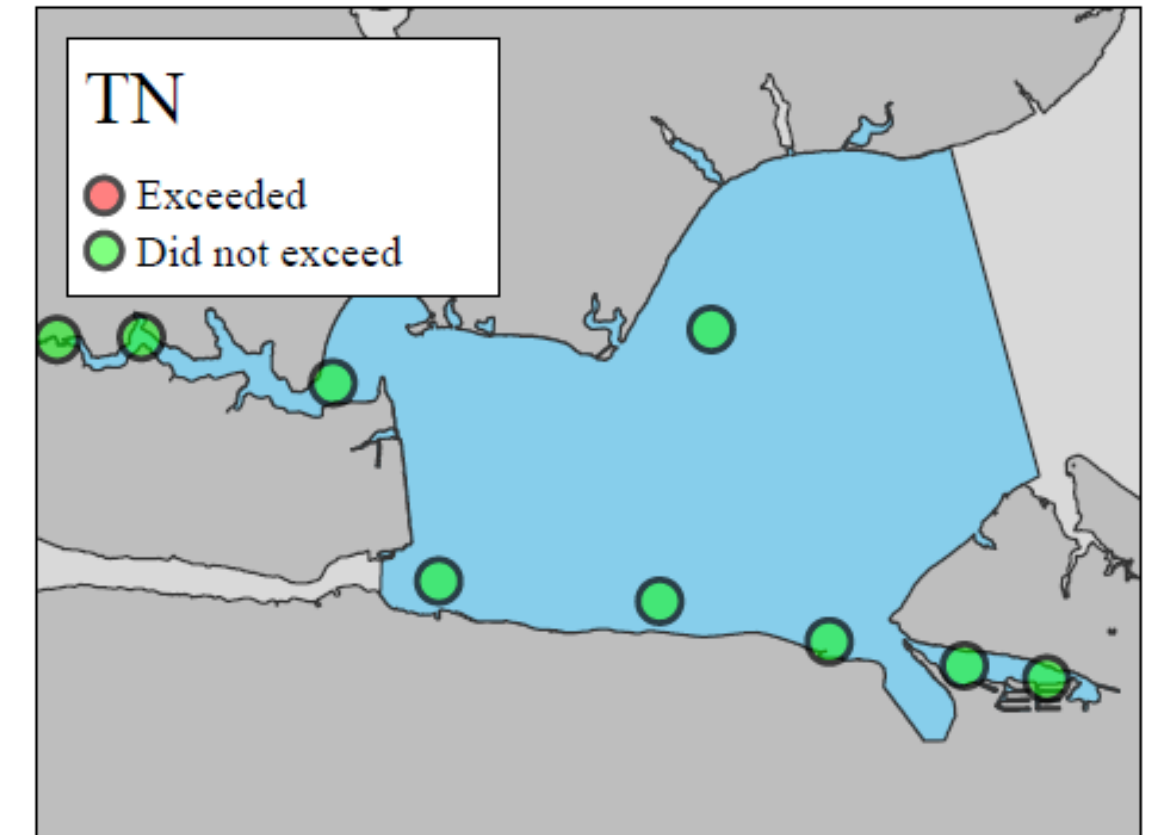
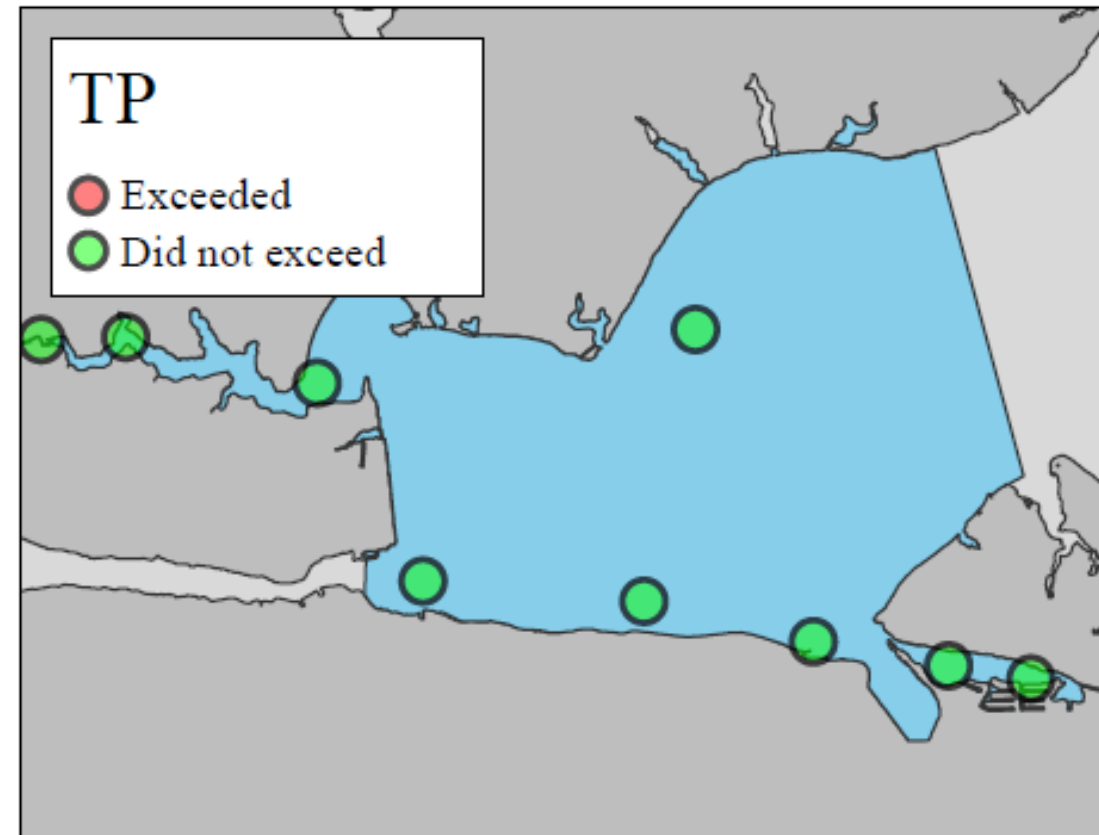
Northwest Florida State College

CBA Destin Water Quality

2023 West Bay Results

Total Phosphorus (TP)
Total Nitrogen (TN)
Chlorophyll (CHL)

Mean values for all stations
are under the numeric nutrient
criteria for TP, TN, and CHL.

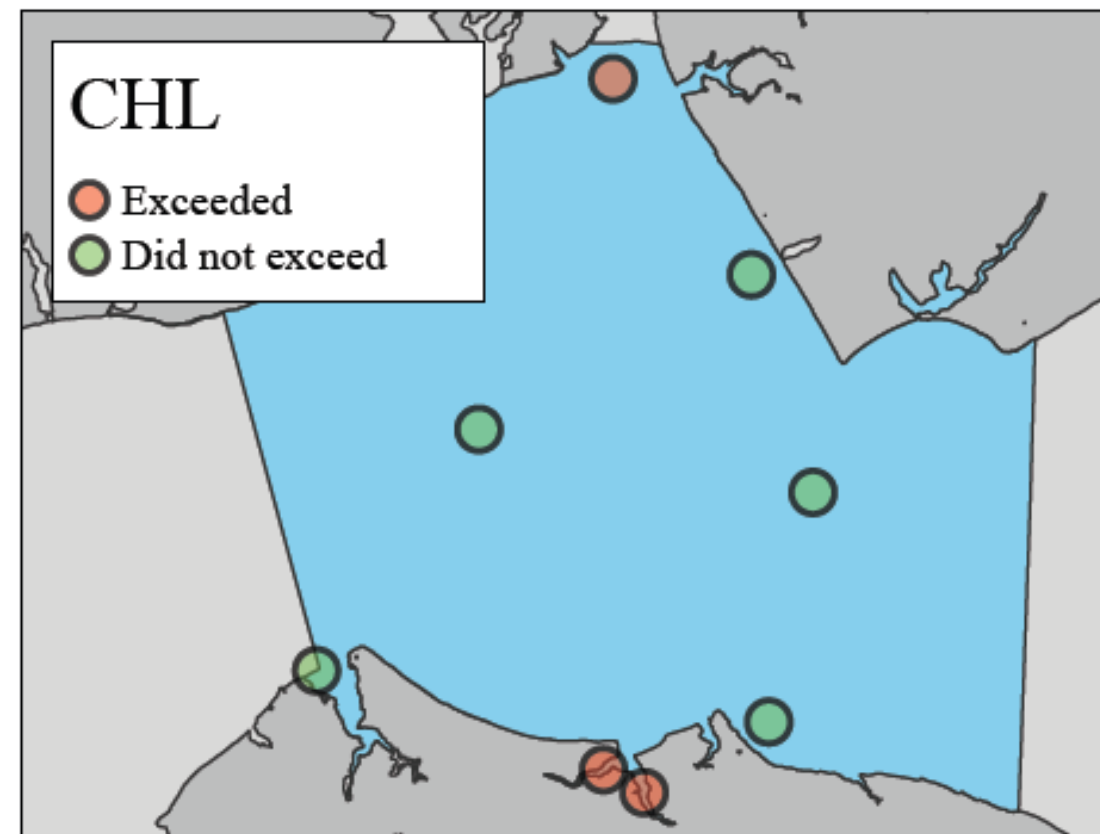
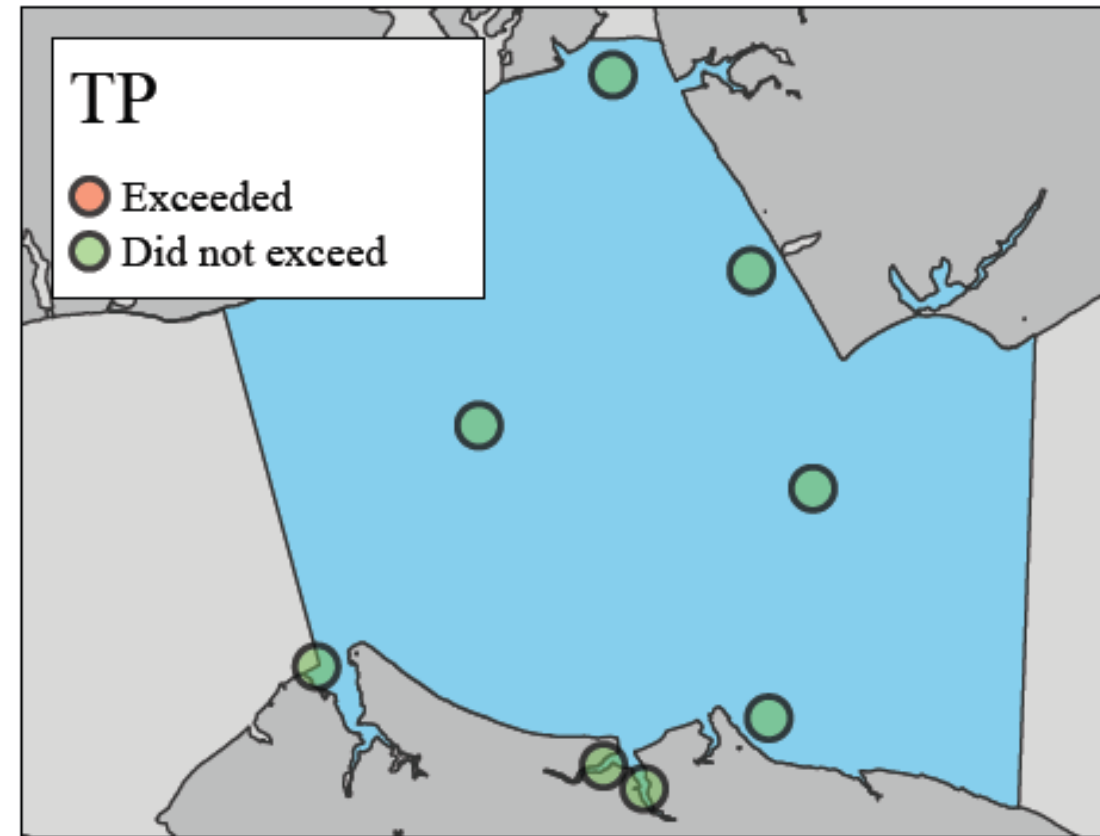


CBA Destin Water Quality

2023 Middle Bay (Okaloosa) Results

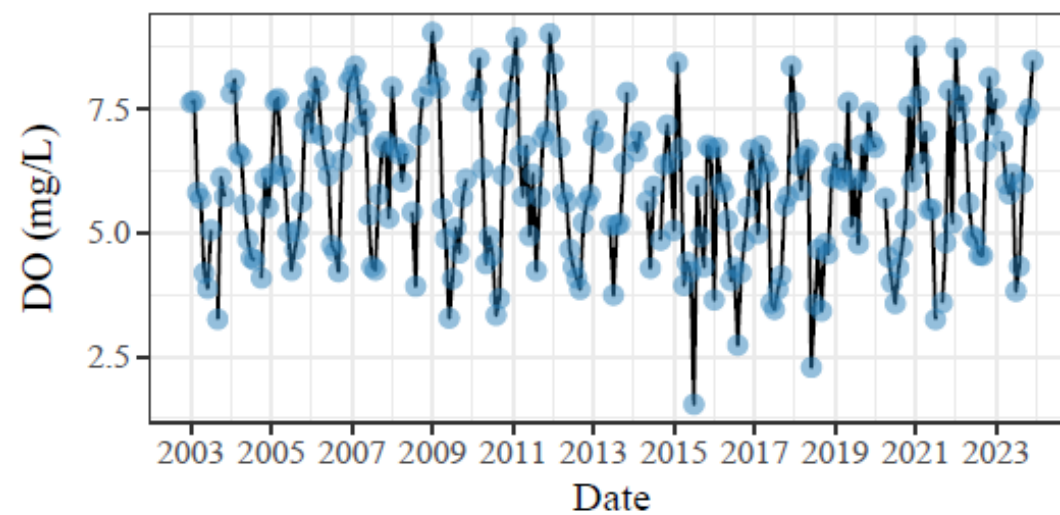
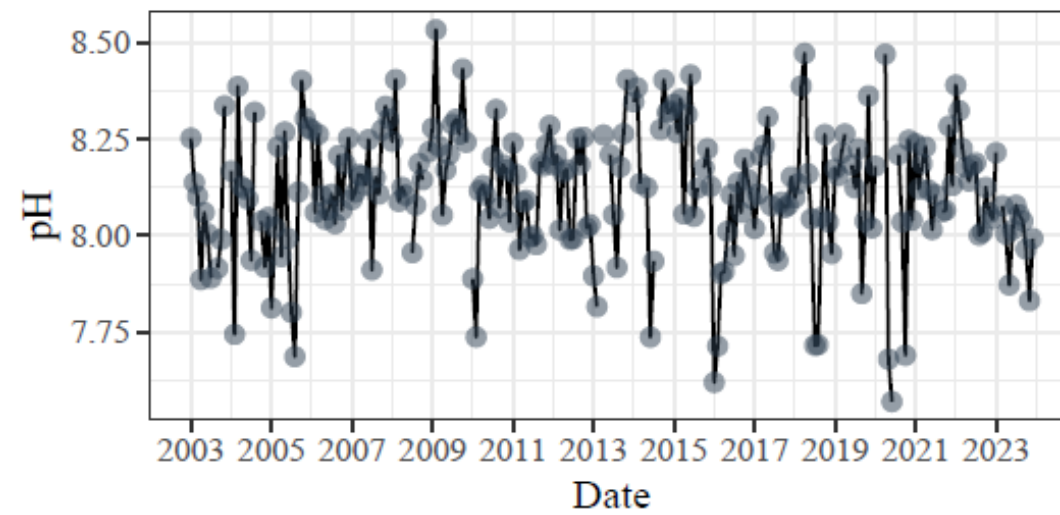
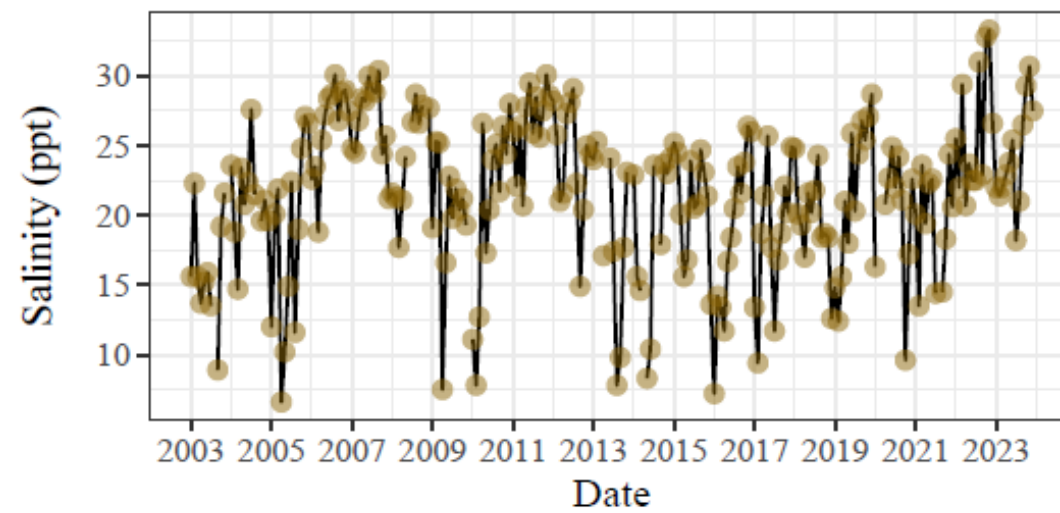
Total Phosphorus (TP)
Total Nitrogen (TN)
Chlorophyll (CHL)

Mean values for two stations (in City of Destin) exceeded CHL criteria. However, the mean for the region overall is below the NNC.

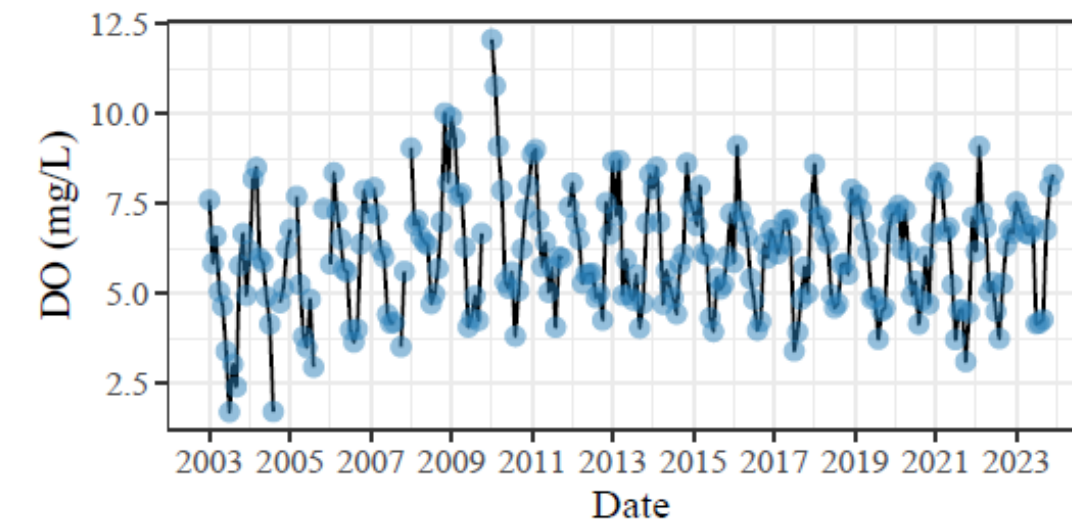
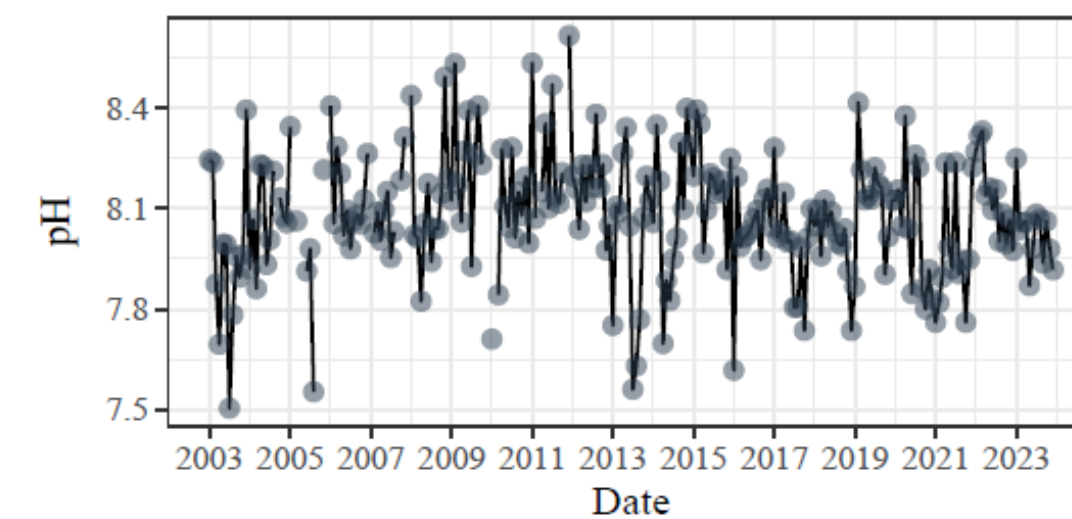
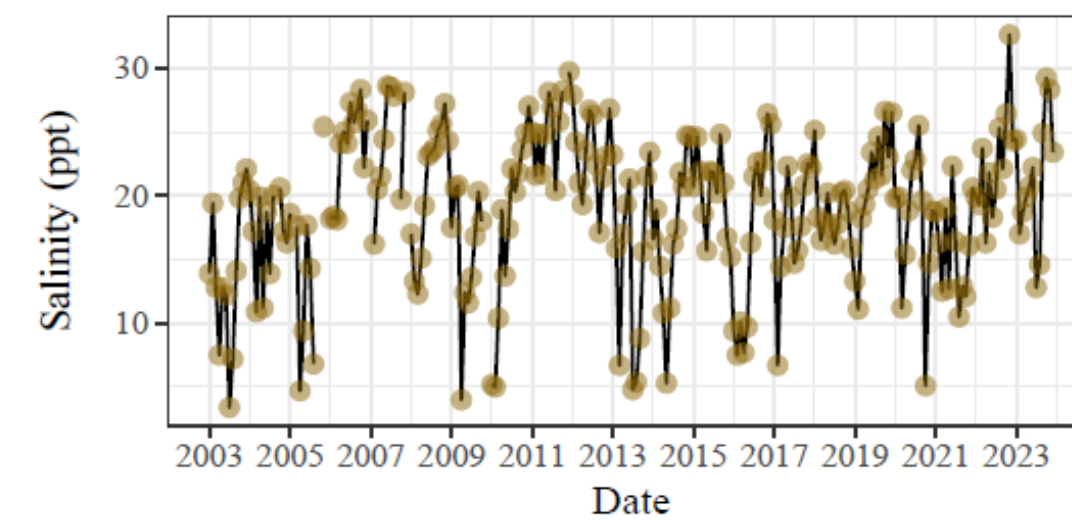


CBA Destin Water Quality

West Bay



Middle Bay (Okaloosa)



Choctawhatchee Basin Alliance Water Quality Dashboard

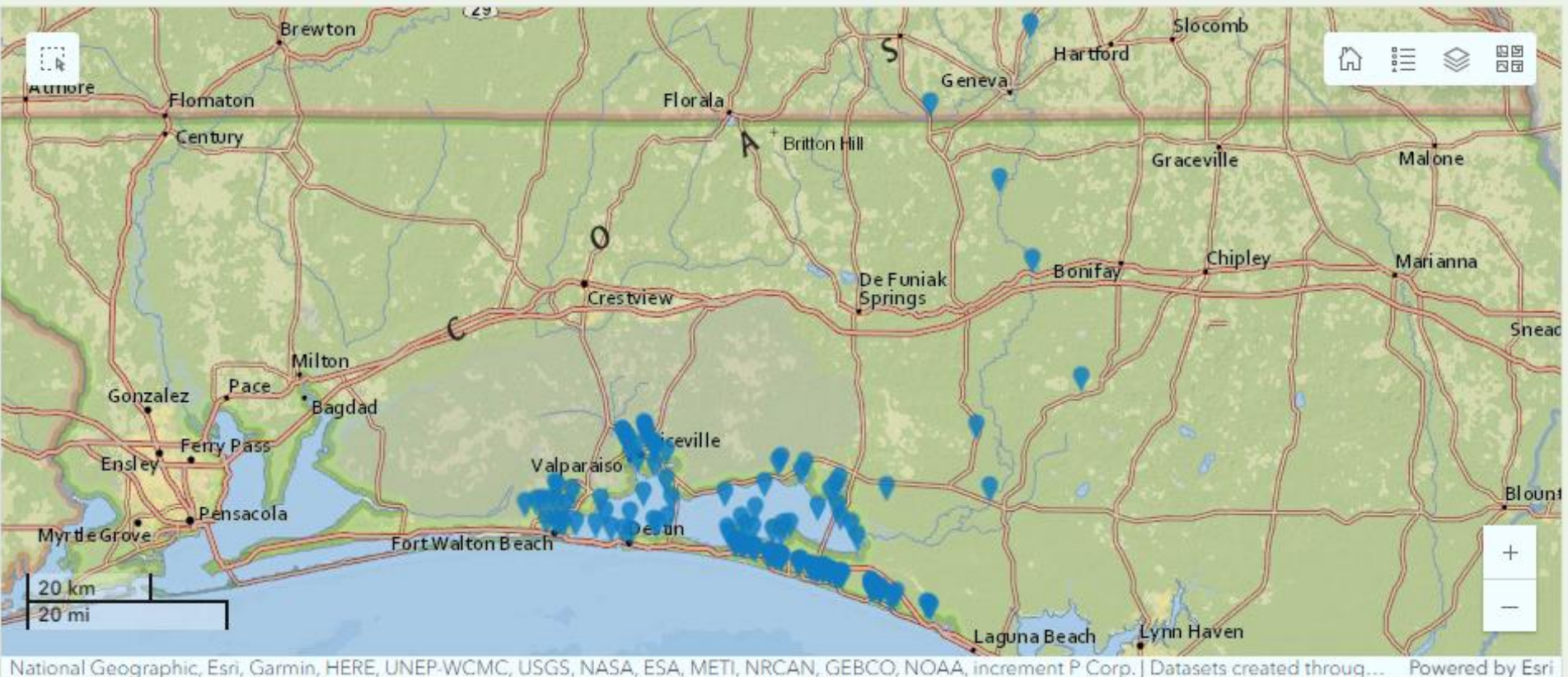
Samples
27,984

Sites
135

Station List

- Station **ALL1** at Alligator Lake
- Station **ALL2** at Alligator Lake
- Station **ALL3** at Alligator Lake
- Station **ALL4** at Alligator Lake
- Station **ALN1** at Allen Lake
- Station **ALN2** at Allen Lake
- Station **ALN3** at Allen Lake
- Station **BAS01** at Bass Lake
- Station **BAS02** at Bass Lake
- Station **BRF1** at Big Red Fish Lake
- Station **BRF2** at Big Red Fish Lake
- Station **BRF3** at Big Red Fish Lake
- Station **CAM1** at Campbell Lake
- Station **CAM2** at Campbell Lake
- Station **CAM3** at Campbell Lake
- Station **CRK1** at Camp Creek Lake
- Station **CRK2** at Camp Creek Lake

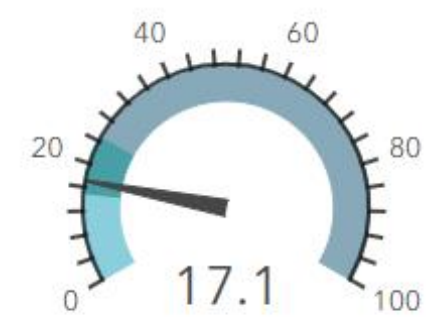
Click one or more sites in the list to view site on map and filter data. Change basemap in map window for aerial imagery. Re-click to unselect a site. Refresh browser to reset.



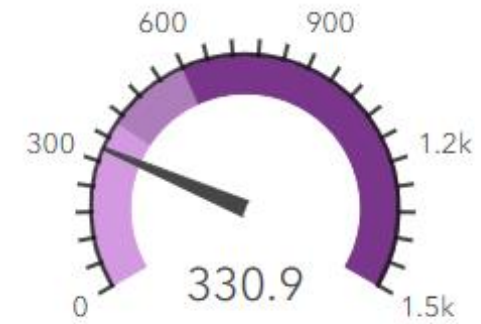
- QUICK LINKS**
- [Check Public Swim Area Bacteria Levels](#)
 - [View Latest Red Tide Map](#)
 - Annual Water Quality Reports:**
 - [Bay and River](#)
 - [Coastal Dune Lakes](#)
 - [Coastal Dune Lake Questions and Issues](#)
 - [Access CBA Water Quality Data](#)
 - [Report Fish Kills](#)
 - [Report Injured Wildlife](#)
 - [Report Manatee Sightings](#)
 - [Report Fresh Water Algae Blooms](#)
 - [Walton County Code Enforcement](#)

[Click Here to Learn More About Water Quality](#)

Average Phosphorus (µg/L)



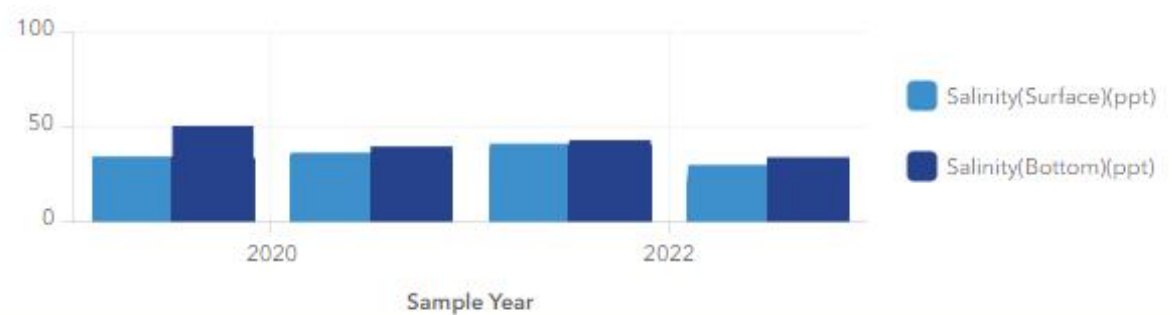
Average Nitrogen (µg/L)



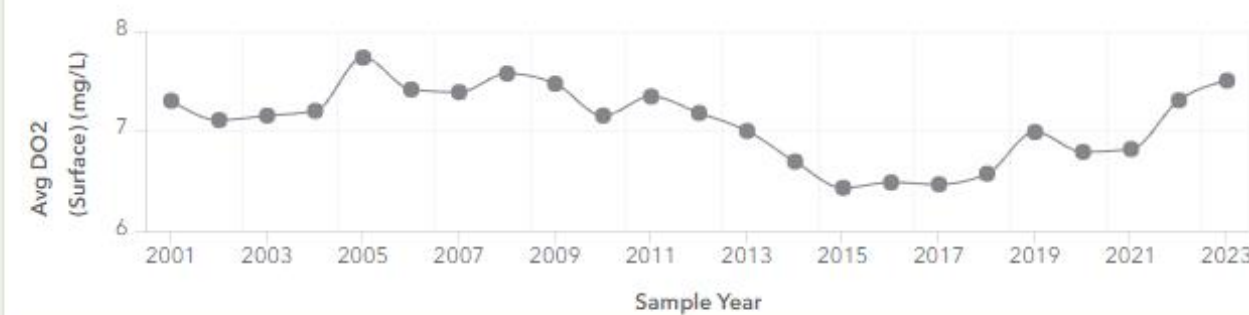
Average Chlorophyll (µg/L)



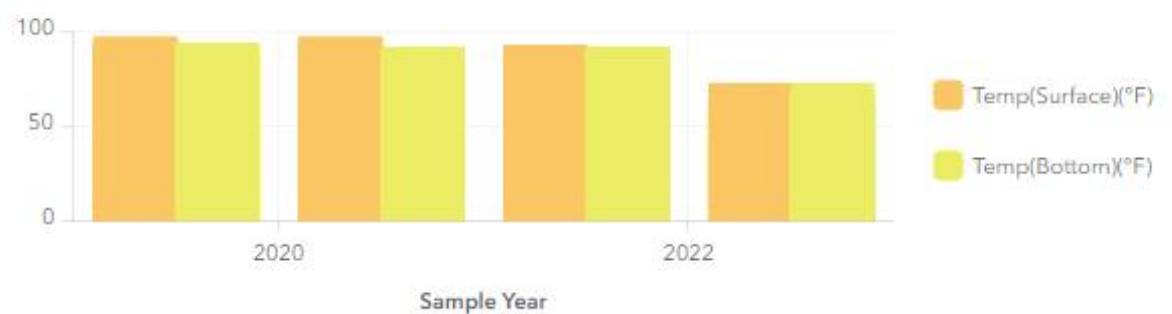
Salinity Range within the Last 5 Years



Dissolved Oxygen (Surface) (mg/L)



Temperature Range within the Last 5 Years



Dissolved Oxygen (Bottom) (mg/L)



Pollution Prevention/Good Housekeeping



Dedicated to the Future of Fishing™

Monofilament Recycling

> **35 miles** of monofilament fishing line recycled in Destin last period (Apr–Sep)

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

Destin bins are maintained by **2 volunteers** and CBA staff



Northwest Florida State College

Pollution Prevention/Good Housekeeping



OYSTER Shell Recycling

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

70 tons of oyster shell collected from Destin Restaurants (Apr-Sep)

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

Oyster Gardening Program





Explore more at basinalliance.org

Kayla Wingard
Monitoring Program Manager
Choctawhatchee Basin Alliance
wingardk@nwfsc.edu

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 2024

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

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

FROM: Michael Burgess, Public Works Director

DATE: 10/24/2024

SUBJECT: Declaration of City Equipment as Surplus - Dump Truck, Pick-Ups, mowers, power equipment

I. BACKGROUND: Per Ordinance 23-01-CN, the City Council must declare property as surplus prior to the items being disposed of via Online Auction.

II. DISCUSSION: Ordinance 23-01-CN is provided as ATT2.

Items proposed to be declared as surplus (Table included as ATT1) include:

- 1998 Ford F8000 Dump Truck
- 2012 Ford Fusion
- 2016 Ford F150 4x4
- 2016 Ford F150 4x2
- Z-Turn Mowers (John Deere and Toro)
- Stihl Power Equipment (various)

Items will be listed with a 14-day bid window. The public will have the opportunity to inspect these items on a designated date prior to the close of the auction.

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

B. Effect on Budget (EOB): Proceeds from the online auction of these items will be treated per the attached Ordinance.

Proceeds will be credited to the General Fund (01300-365000 GF-Surplus Sales).

C. Level of Service (LOS): Disposal of replaced, unneeded, obsolete, or broken vehicles, equipment, and other miscellaneous items.

D. Legislative Sponsor:

III. CONCLUSION: If approved, these items will be listed by Govdeals.com as soon as possible.

IV. RECOMMENDED MOTION: I move that the City Council declare those items listed in the attachment provided as surplus and direct the City Manager to have them disposed of via online auction, with unsold items to be disposed of at the discretion of the City Manager.

Attachments:

1. ATT1 Surplus Vehicles Equipment
110424
2. ATT2 ORD 23-01-CN Disposal of
Surplus Property

City of Destin							
Department of Public Works & Emergency Management							
Surplus City Vehicles, Equipment, and Other Items							
for November 4, 2024 City Council Meeting							
Items							
City ID	Year	Make	Model	Est. Mileage	Est. Value	MUNIS Asset	Comments
12-05	2012	Ford	Fusion	70,000	\$4,000	2012-67	sedan, no longer needed
16-01	2016	Ford	F150	50,000	\$12,000	2016-49	4x2, two door, replaced with Ford Maverick
16-02	2016	Ford	F150	37,000	\$8,000	2016-46	4x4, two door, replaced with Ford Maverick
98-01	1998	Ford	F8000	27,000	\$15,000	9801	16-ton, replaced with 2024 Dump Truck (FY22 funding)
Equipment							
Item Description					Est. Value	MUNIS Asset	Comments
John Deere Z-Turn Mower					\$ 500.00	2012-47	2012 Model, replaced
Toro Z-Turn Mower					\$ 500.00	06-M3	2006 Model, replaced
Stihl Pole Saw HT101					\$ 50.00	REC 15PS-01	Out of service
Stihl Weedeater FS111R					\$ 50.00	REC 20WE-02	Out of service
Stihl Weedeater FS91R					\$ 50.00	REC 21WE-02	Out of service
Stihl Weedeater FS111R					\$ 50.00	REC 22WE-02	Out of service
Stihl Weedeater FS131R					\$ 50.00	REC 22WE-04	Out of service
Stihl Hedge Trimmer HL94					\$ 50.00	PW 22HT-01	Replaced
Stihl Backpack Blower BR600					\$ 50.00	REC 24BB-02	Out of service
Stihl Edger FC90					\$ 50.00	REC 16SH-02	Out of service
Other Items							
Item Description					Est. Value		Comments
none					N/A		N/A

ORDINANCE NO. 23-01-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENT OF SECTIONS 2-61 THROUGH 2-65 OF THE CITY'S CODE OF ORDINANCES, DISPOSAL OF SURPLUS PROPERTY; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR CONFLICTING PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for the enactment of this ordinance is Article I, Section 1.01 of the City Charter and Section 166.021, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council has previously adopted Ordinance Number 135 (codified in section 2-61 through 2-65 of the City's Code of Ordinances) and Ordinance Number 13-12-CN, both of which relate to the disposal of surplus property (the "Surplus Property Disposal Ordinances"); and

WHEREAS, the Surplus Property Disposal Ordinances conflict and are in need of revision to more efficiently and economically dispose of surplus City property; and

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 City of Destin's Ordinance 109, As Amended, Personnel Rules and Regulations, that have been skipped and remain unchanged.**

SECTION 3. AMENDMENT OF CITY CODE, DISPOSAL OF SURPLUS PROPERTY, BY AMENDING SECTION 2-62 – *DEFINITIONS*; SECTION 2-63 - *SURPLUS PROPERTY* ; SECTION 2-64 - *DISPOSAL OF SURPLUS PROPERTY TO GOVERNMENTAL UNITS*; SECTION 2-65 – *DISPOSAL OF SURPLUS PROPERTY TO PERSONS*

Section 2-62 is hereby amended as follows:

Section 2-62. Definitions.

City of Destin
Ordinance No. 23-01-CN
Page 1 of 5

Charitable organization shall mean a not-for-profit business entity whose primary objectives are philanthropy or social well-being and is tax exempt under Internal Revenue Code Section 501(c)(3).

Governmental unit shall mean the governing board, commission or authority of Okaloosa County, other municipalities within Okaloosa County, taxing districts of the state within Okaloosa County, or the Sheriff of Okaloosa County, or the governing board of the Okaloosa County fair.

Person shall mean any individual person or any other legal entity.

Trade-in shall mean property which is accepted by a retailer as partial payment for an item which will become property after it is purchased.

Section 2-63 is hereby amended as follows:

Section 2-63. Surplus property.

The city council ~~shall~~ may, upon the recommendation of the city manager, classify as surplus any of its property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. The city manager's recommendation shall include his a best estimate of the property's value. The city council may, in its reasonable discretion and upon consideration of the best interest of the city, the value and condition of property classified as surplus, and the probability of such property being desired by prospective bidders to whom offered, direct the city manager to dispose of surplus property to governmental units and charitable organizations through the procedures described in Section 2-64, to other persons through the procedures described in Section 2-65, or to destroy or abandon the property through the procedures described in Section 2-65.

Section 2-64 is hereby amended as follows:

Section 2-64. Disposal of surplus property to governmental units and charitable organizations.

~~Within the reasonable exercise of the discretion of the city council and having consideration for the best interest of the city, the value and condition of property classified as surplus, and the probability of such property being desired by prospective bidders to whom offered, Upon consideration of the factors described in Section 2-63, the city council may direct the city manager to offer, by letter, surplus property to all other governmental units and charitable organizations; and through the following procedures:~~

- ~~(1) Such offer shall disclose the estimated value and condition of the property, the date and time by which bids should be received. The city may solicit sealed, competitive bids~~

from all interested governmental units and charitable organizations. If the city elects to solicit sealed, competitive bids, then the city shall disclose the estimated value and condition of the property to prospective bidders, permit inspection of the property (if feasible), and include a date and time certain by which bids must be received. The city shall accept the highest bid from a responsible bidder.

- (2) ~~Such offer shall disclose the estimated value and condition of the property, the date and time by which bids should be received. In lieu of soliciting sealed bids or if no sealed bids are received after soliciting sealed bids, the city may, in its reasonable discretion, directly contact potentially interested governmental units and charitable organizations and donate the property directly to a governmental unit or charitable organization that desires the property.~~
- (3) ~~The cost of delivering and transferring the property shall be paid by the successful bidding governmental unit or charitable organization receiving the property, whether that property is received through sealed, competitive bidding or through donation.~~
- (4) ~~If no acceptable bid is received from a governmental unit, the city council may offer for donation such property to the governmental units. The cost of delivering and transferring the property shall be paid by the governmental unit accepting the property.~~

Section 2-65. Disposal of surplus property by destroying or abandoning the surplus property or to persons through trade-in or auction.

~~Within the reasonable exercise of the discretion of the city council and having consideration for the best interest of the city, the value and condition of property classified as surplus, and the probability of such property being desired by prospective bidders to whom offered, Upon consideration of the factors described in Section 2-63, the city council may direct the city manager to either destroy or abandon the surplus property or to dispose of surplus property for value to any person through the following procedures:~~

- (a) ~~Destroy or abandon surplus property. Trade-in the property; or~~
- (b) ~~Dispose of surplus property for value to any person. Auction the property through either a public auction or online auction.~~
- (c) ~~Public auction. If the Property of which the city council directs the property be sold through a public auction, then the following procedures control: pursuant to this section shall be sold only to the highest responsible bidder after a request for at least three bids, or by public auction.~~
 - (1) ~~If the sale is by bid, all bids shall be submitted on bid forms provided by the city. All bids shall be executed and submitted in a sealed envelope prior to the date and time of the bid opening as advertised in the notice. It is the bidder's responsibility~~

~~to assure that the bid is delivered at the property time and place of the bid opening. Notice of the sale by bid shall be published twice, more than seven (7) days prior to the date and time of the bid opening, in a newspaper having general circulation within the city and in additional papers, if in the judgment of the city manager, the best interest of the city will better be served by the additional notices. The notice shall contain a description, the estimated value, the location where and time when the surplus property may be inspected, the name and the telephone number of the person to contact regarding the property, and the place, date and time by which the bids must be received. All auction items must be available for review to all interested parties for two weeks prior to the auction.~~

(2) If the sale is by public auction, notice thereof shall be published twice, more than seven (7) days prior to the sale, in a newspaper having general circulation within the city and in additional papers, if in the judgment of the city manager, the best interest of the city will better be served by the additional notices. The notice shall contain a description, the estimated value, the location where and time when the surplus property may be inspected, the name and the telephone number of the person to contact regarding the property, and the place, date and time when the public auction will be conducted. The city will publish an advertisement outlining the items for sale, the auction location and time to all interested parties in the local newspaper of general circulation at least 14 days prior to the auction. The city council may waive this requirement so long as notice is adequately published through electronic means in accordance with subsection (c)(3).

(3) The city shall advertise the auction with all the details listed in subsection (c)(2) on the City's website at least 14 days prior to the auction.

(4) All property sold at a public auction will be made to the highest responsible bidder.

(5) If a written bid is submitted, it must be received prior to the auction date and time advertised.

(6) All costs of transporting and delivering the auctioned item will be borne by the winning bidder.

(d) Online auction. If the city council directs the property be sold through an online auction, then the following procedures control:

(1) All online auctions will be coordinated between the IT Director and Finance Director.

(2) All online auctions will be placed with a reputable and qualified online auction site that ensures transparency between the City and potential bidders.

(3) All costs of transporting and delivering the auctioned items will be borne by the winning bidder.

SECTION 4. INCORPORATION INTO CODE OF ORDINANCES.

This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing

SECTION 5. CONFLICTING PROVISIONS.

Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances, City Resolutions, or parts thereof, 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, phrase, sentence, provision, 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 provisions, and such holding shall not affect the validity of the remaining portions thereof.

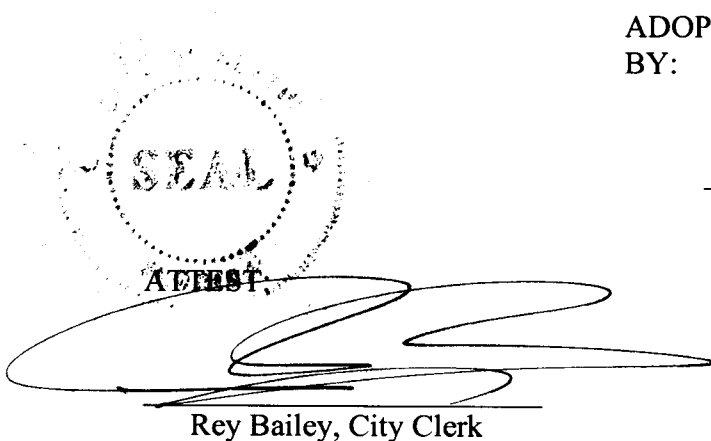
SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption by the City Council and the signature of the mayor.

ADOPTED THIS 17TH DAY OF JANUARY 2023.
BY:



Bobby Wagner, Mayor



SEAL

ATTEST

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 3.B.

TO: City Council

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

FROM: Michael Burgess, Public Works Director

DATE: 10/04/2024

SUBJECT: FY25 Resurfacing Projects, authorization to issue Purchase Orders

I. BACKGROUND: The City has a Renewal and Replacement Plan for Streets that was approved by Council during FY24. For FY25, ~\$3.5M dollars have been allocated to start the process of addressing streets that have never been resurfaced since their initial installation or have not been resurfaced in over 20 years.

II. DISCUSSION: The proposed list of streets to resurface in Batch 1, tentatively scheduled to go to City Council on Oct 21st, includes:

1. First Street + Sibert Ave (Cross to Benning), \$200,112.50
2. Carter Lane (Kelly to Calhoun), \$61,685.00
3. Mountain Drive (Beach to Benning), \$156,222.50
4. Benning Drive (US98 to Calhoun), \$757,000.00

Asphalt Project Total (Batch 1) - \$1,175,020

Striping for Batch 1 Total - \$51,652

Total for four projects - \$1,226,672

Quotes for these items are provided as attachments.

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 total to mill, resurface, and restripe the proposed roadways is \$1,226,672.

	mill/resurface	striping	TOTAL	New Asset#	Old Asset#
First St	\$ 98,055.12	\$ 5,024.00	\$ 103,079.12	2024-RD065	1959-RD065
Sibert (Cross to Benning)	102,057.38	5,168.00	107,225.38	2024-RD205	1950-RD205
Carter Lane (Kelly to Calhoun)	61,685.00	-	61,685.00	2024-RD031	1961-RD031
Mountain Drive (Beach to Benning)	156,222.50	7,174.00	163,396.50	2024-RD149	1973-RD149
Benning Drive (US98 to Calhoun)	757,000.00	34,286.00	791,286.00	2024-RD018	2012-RD018
	<u>\$ 1,175,020.00</u>	<u>\$ 51,652.00</u>	<u>\$ 1,226,672.00</u>		

Road renewals are covered by the FY 2025 adopted budget. Staff propose first expending Gas Tax #1 and Okaloosa Half-Penny Infrastructure surtax.

	12954100-565000- RR054 OKA 1/2-CIP- ROAD RR	30054131-565000- RR054 GASTX#1-CIP- ROADRR	30058585-565000- RR054 GFRR-CIP-ROADRR	TOTAL
FY 25 Adopted Budget*	\$ 1,500,000	\$ 591,242	\$ 1,654,499	\$ 3,745,741
Internal Budget Transfers	-	-	-	-
Revised Budget	1,500,000	591,242	1,654,499	3,745,741
Previous Expenses/Encumbrances	-	-	-	-
Available Program Budget	1,500,000	591,242	1,654,499	3,745,741
This Agreement +(-)	(1,175,020)	(51,652)		(1,226,672)
FY 25 Remaining Program Budget	\$ 324,980	\$ 539,590	\$ 1,654,499	\$ 2,519,069

C. Level of Service (LOS): Improved driving surfaces and improved day- and night-time lane delineation.

D. Legislative Sponsor:

III. CONCLUSION: The projects proposed are all found on the FY25 R&R Plan.

IV. RECOMMENDED MOTION: I move that the City Council authorize the City Manager to issue the appropriate Purchase Orders for these four projects.

Attachments:

1. 1st Street and Sibert Ave, Cross to Benning
2. Benning Drive US98 to Calhoun revised
3. Mountain Drive Beach to Benning
4. Carter Lane
5. H&T 2023 Misc Asphaltic Concrete Services Contract Yr1
6. H&T Misc Asphalt Services Contract Ext. 2024
7. City of Destin Batch 1 Restriping Proposal 10-10-24
8. Emerald Coast Striping CY24 extension signed

9. Emerald Coast Striping FY22 Ext W-costs

WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** 4/30/2024**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** 1st Street & Sibert Ave (Cross St. to Benning)

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	\$20.25	6150.00	\$ 124,537.50
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	6150.00	\$ 39,975.00
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	6150.00	\$ 24,600.00
13	Asphalt Cut with Abrasive Blade	LF	\$7.00	0.00	\$ -
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	1.00	\$ 1,000.00
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	0.00	\$ -
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	0.00	\$ -
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	0.00	\$ -
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	3.00	\$ 6,000.00
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	0.00	\$ -
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	\$ 200,112.50

Additional Contract Items					
Item No.	Description	Unit	Unit Price	Quantity	Extension
			Total		\$ 200,112.50
	Contingent Items from Price Sheet	LS	Total		
			Grand Total		\$ 200,112.50

CONTRACTOR REPRESENTATIVE: _____

DATE _____

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

WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** Revised 9/20/24**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** Benning Drive (98 to Calhoun)

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	\$20.25	24000.00	\$ 486,000.00
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	24000.00	\$ 156,000.00
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	24000.00	\$ 96,000.00
13	Asphalt Cut with Abrasive Blade	LF	\$7.00	0.00	\$ -
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	1.00	\$ 1,000.00
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	\$ -

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WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$45.00	0.00	\$ -
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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	0.00	\$ -
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	0.00	\$ -
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	0.00	\$ -
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	7.00	\$ 14,000.00
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	0.00	\$ -
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	\$ 757,000.00

Additional Contract Items					
Item No.	Description	Unit	Unit Price	Quantity	Extension
			Total		\$ 757,000.00
	Contingent Items from Price Sheet	LS	Total		
			Grand Total		\$ 757,000.00

CONTRACTOR REPRESENTATIVE: _____

DATE _____

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

WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** 4/30/2024**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** Mountain Dr. (Beach to Benning)

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	\$20.25	4430.00	\$ 89,707.50
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	4430.00	\$ 28,795.00
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	4430.00	\$ 17,720.00
13	Asphalt Cut with Abrasive Blade	LF	\$7.00	0.00	\$ -
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	10.00	\$ 10,000.00
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	0.00	\$ -
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	0.00	\$ -
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	0.00	\$ -
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	3.00	\$ 6,000.00
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	0.00	\$ -
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	\$ 156,222.50

Additional Contract Items					
Item No.	Description	Unit	Unit Price	Quantity	Extension
			Total		\$ 156,222.50
	Contingent Items from Price Sheet	LS	Total		
			Grand Total		\$ 156,222.50

CONTRACTOR REPRESENTATIVE: _____

DATE _____

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

WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** 4/30/2024**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** Carter Lane

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	\$20.25	1580.00	\$ 31,995.00
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	1580.00	\$ 10,270.00
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	1580.00	\$ 6,320.00
13	Asphalt Cut with Abrasive Blade	LF	\$7.00	0.00	\$ -
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	1.00	\$ 600.00
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	0.00	\$ -
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	0.00	\$ -
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	0.00	\$ -
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	0.00	\$ -
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	1.00	\$ 4,500.00
				Total	\$ 61,685.00

Additional Contract Items					
Item No.	Description	Unit	Unit Price	Quantity	Extension
			Total		\$ 61,685.00
	Contingent Items from Price Sheet	LS	Total		
			Grand Total		\$ 61,685.00

CONTRACTOR REPRESENTATIVE: _____

DATE _____

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

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: HB

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

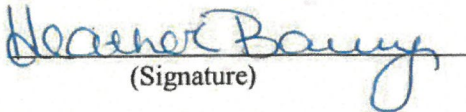
Witnesses:


(Signature)


(Signature)

H&T Contractors LLC

By:


(Signature)

Heather Bailey, MARM
(Name & Title)

ATTEST:


(Signature)

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



1901 East Ave.
Panama City, FL 32405
Phone (850) 215-4875 Fax (850) 271-4875

Proposal
DATE October 10, 2024
Quotation # City of Destin
Batch 1 Roads 2024
Destin, FL

Proposal To:
City of Destin

Comments or special instructions:
All Maintenance of Traffic to be provided by General Contractor.
ECS requires a daily minimum of \$2,500 to be called out.
Thermoplastic quantities do not include temporary paint unless otherwise noted.
ECS requires a minimum time duration to perform the scope of work, not including any cure periods. Any liquidated damages accrued during these periods will not be ECS's responsibility
Due to recent market volatility, supply chain interruptions, equipment and material shortages, this price is valid for 30 days
and may be repriced after this period should market conditions change and/or costs escalate due to price increases and/or surcharges from suppliers.
Any items or quantities not explicitly outlined in this proposal are not included in scope.
All proposals over 365 days will have an annual 5% increase per year.
Any Reduction in Scope to the quantities shown below may adjust the below listed Unit prices
This is a unit price bid, any additions will be paid at the unit prices given.
By accepting this proposal, you accept all terms with it.
Please allow two weeks advance notice for scheduling of crews.

DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
1. 1st St (Beach Dr to Benning Dr)				
6" White Solid Thermoplastic Striping	LF	2384	\$1.00	\$2,384.00
6" Yellow Solid Thermoplastic Striping	LF	2384	\$1.00	\$2,384.00
24" White Solid Thermoplastic Striping (32 LF)	SF	64	\$4.00	\$256.00
			SUBTOTAL	\$5,024.00
2. Sibert Ave (Cross St to Benning Dr)				
6" White Solid Thermoplastic Striping	LF	2464	\$1.00	\$2,464.00
6" Yellow Solid Thermoplastic Striping	LF	2464	\$1.00	\$2,464.00
24" White Solid Thermoplastic Striping (30 LF)	SF	60	\$4.00	\$240.00
			SUBTOTAL	\$5,168.00
3. Mountain Dr (Beach Dr to Benning Dr)				
6" White Solid Thermoplastic Striping	LF	3018	\$1.00	\$3,018.00
6" Yellow Solid Thermoplastic Striping	LF	3018	\$1.00	\$3,018.00
12" White Solid Thermoplastic Striping	SF	64	\$4.00	\$256.00
24" White Solid Thermoplastic Striping (79 LF)	SF	158	\$4.00	\$632.00
Thermoplastic Yield Bar	EA	1	\$250.00	\$250.00
			SUBTOTAL	\$7,174.00
4. John Ave (Crystal Beach Dr to Dolphin St)				
6" White Solid Thermoplastic Striping	LF	3822	\$1.00	\$3,822.00
6" Yellow Solid Thermoplastic Striping	LF	3822	\$1.00	\$3,822.00
12" White Solid Thermoplastic Striping	SF	69	\$4.00	\$276.00
24" White Solid Thermoplastic Striping (148 LF)	SF	296	\$4.00	\$1,184.00
Thermoplastic "Stop" Message - 12 EA	SF	264	\$4.00	\$1,056.00
			SUBTOTAL	\$10,160.00
5. Pompano St (Luke Ave to Scenic 98)				
6" White Solid Thermoplastic Striping	LF	2188	\$1.00	\$2,188.00
6" Yellow Solid Thermoplastic Striping	LF	2188	\$1.00	\$2,188.00
12" White Solid Thermoplastic Striping	SF	180	\$4.00	\$720.00
24" White Solid Thermoplastic Striping (28 LF)	SF	56	\$4.00	\$224.00
Thermoplastic "Stop" Message - 2 EA	SF	44	\$4.00	\$176.00
			SUBTOTAL	\$5,496.00
6. Benning Dr (US-98 to Calhoun Ave)				
6" White Solid Thermoplastic Striping	LF	13816	\$1.00	\$13,816.00
6" Yellow Solid Thermoplastic Striping	LF	13714	\$1.00	\$13,714.00
12" White Solid Thermoplastic Striping	SF	458	\$4.00	\$1,832.00
24" White Solid Thermoplastic Striping (395 LF)	SF	790	\$4.00	\$3,160.00
Thermoplastic Directional Arrow (4 EA)	SF	68	\$4.00	\$272.00
Thermoplastic Combo Directional Arrow (4 EA)	SF	116	\$4.00	\$464.00
Thermoplastic "School" Message (2 EA)	SF	66	\$4.00	\$264.00
Thermoplastic "Stop" Message (3 EA)	SF	66	\$4.00	\$264.00
Thermoplastic Yield Bar	EA	2	\$250.00	\$500.00
			SUBTOTAL	\$34,286.00
			TOTAL	\$67,308.00

If you have any questions concerning this quotation, contact Alex Ross at (850) 215-4875 or by email at ARoss@ECStriping.com

THANK YOU FOR YOUR BUSINESS!

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 Emerald Coast Striping, LLC ("Contractor"). The purpose of this agreement is to extend for twelve months a contract for road striping services effective October 1, 2020 between the City of Destin and Emerald Coast Striping, LLC to provide miscellaneous road striping services for the City. This agreement will begin on January 1, 2024 and will extend through December 31, 2024.

This represents the **3rd of 4** possible contract extensions.

The following provision amends the contract of the parties and is binding upon them. The Parties mutually agree that the jury trial waiver, and a public records provision are amended 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, rballev@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 that became effective on October 1, 2020 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:


(Signature)


(Signature)

City of Destin

By: 
Lance A. Johnson
City Manager

ATTEST: 
Roy Bailey
City Clerk



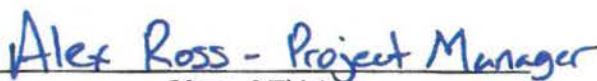
Witnesses:


(Signature)

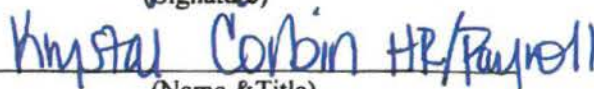

(Signature)

Emerald Coast Striping, LLC

By: 
(Signature)


(Name & Title)

ATTEST: 
(Signature)


(Name & Title)

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2021 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Emerald Coast Striping, LLC ("Contractor"). The purpose of this agreement is to extend for fifteen months a contract for road striping services effective October 1, 2020 between the City of Destin and Emerald Coast Striping, LLC to provide miscellaneous road striping services for the City.

This represents the **1st of 4** possible contract extensions.

The following provision amends the contract of the parties and is binding upon them. The Parties mutually agree that the jury trial waiver, and a public records provision are amended 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.

ORIGINAL

EXHIBIT A – BID FORM

PART I Bid submitted by:

Company: Emerald Coast Striping, LLC.

Address: 1901 N. East Avenue

City & State: Panama City, FL Zip Code: 32405

Telephone: (850) 215-4875 Fax: (850) 271-4875

Number of Years in Business: 13 Email: aric@ecstriping.com

PART II Bidding RFB No. 20-10-PS, Miscellaneous Road Striping Continuing Services Contract:

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.

SERVICE DESCRIPTION AND SPECIFICATIONS

Item	Description	Unit Price	Unit
Four-inch (4") solid painted traffic stripe	Traffic Paint – white or yellow	\$ <u>0.15</u>	Linear Foot
Four-inch (4") skip painted traffic stripe	Traffic Paint – white or yellow	\$ <u>0.12</u>	Linear Foot
Six-inch (6") solid painted traffic stripe	Traffic Paint – white or yellow	\$ <u>0.30</u>	Linear Foot
Six-inch (6") skip painted traffic stripe	Traffic Paint – white or yellow	\$ <u>0.18</u>	Linear Foot
Four-inch (4") solid thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ <u>0.65</u>	Linear Foot
Four-inch (4") skip thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ <u>0.55</u>	Linear Foot
Six-inch (6") solid thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ <u>1.00</u>	Linear Foot

Initials of Bidder: AS

It is expressly agreed by the parties that this contract is an extension to the Contract that became effective on October 1, 2020 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

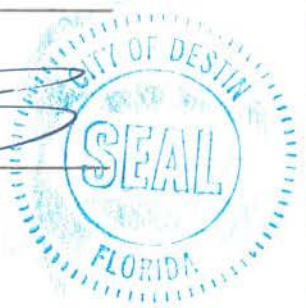
Cheryl Wyren
(Signature)

Zachary Armstrong
(Signature)

City of Destin

By: Lance A. Johnson
Lance A. Johnson
City Manager

ATTEST: Rey Bailey
Rey Bailey
City Clerk



Witnesses:

Stephanie Dodson
(Signature)

Chad Rodgett
(Signature)

Emerald Coast Striping, LLC

By: Eric Bailey
(Signature)

Eric Bailey / OPERATIONS
(Name & Title) MANAGER

ATTEST: Faith Cooke
(Signature)

Faith Cooke / office manager
(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 2024

TYPE OF AGENDA ITEM: Resolution

AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

THRU: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Kimberly Kopp, City Attorney
Larry Jones , Interim City Manager

FROM: Krystal Strickland, Finance Director

DATE: October 29, 2024

SUBJECT: FY 2025 Budget Amendment #1 GRANT BALANCES

I. BACKGROUND: When the FY 2025 Budget was adopted, it was not yet clear how much in grant balances might remain.

The attached proposed budget amendment will adjust the FY 2025 budget to match the grant award balances as calculated at 09/30/2024.

II. DISCUSSION:

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

III. CONCLUSION: Adoption of this grant award balance budget amendment will allow staff to expend unbudgeted award balances and/or will prevent accidental overspending of remaining grant award balances.

IV. RECOMMENDED MOTION: I move to adopt the provided Budget Amendment to correct grant award balances in the FY 2025 Adopted Budget.

Attachments:

- 1. 2024 1104 Budget Amend FY24
GRANT AWARD BALS TO FY25

CITY OF DESTIN Budget Amendment Form

Fiscal Year	2025	Short Description	FY24 GRANT AWARD BALANCES	Entity Code	1
Period	1	Effective Date	10/1/2025	Amendment Type*	7
Ref 1	BUA	Budget Year Code	1	Budget Projection Inclusion	One Time
Ref 2	ADJ				

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
305300 GRANT REV	331390 FED GRNT	ARP	ARPA AWARD BAL	I	\$ 716,606.24	\$ -	\$ 716,606.24
30555900 ARPA GRNT	565000 CIP	ARP	ARPA AWARD BAL	I	\$ 128,170.24	\$ -	\$ 128,170.24
30555900 ARPA GRNT	565000 CIP	ARP	EXISTING OPEN ENCUMBRANCES AUTO-CREATES EXP BUDGET		\$ 588,436.00	\$ -	\$ 588,436.00
305300 GRANT REV	334400 FDOT GRNT	CRT17 LINEAR TRL	FDOT LINEAR TRAIL AWARD BAL	I	\$ 8,520.01	\$ -	\$ 8,520.01
30554200 FDOT GRNT	565000 CIP	CRT17 LINEAR TRL	EXISTING OPEN ENCUMBRANCE PO#23122 AUTO- CREATES EXP BUDGET		\$ 8,520.01	\$ -	\$ 8,520.01
01300 GRANT REV	334310 FDEP GRNT	PE003 FDEP VULNERABILITY	FDEP VULNERABILITY AWARD BAL	I	\$ 180,000.00	\$ -	\$ 180,000.00
0153800 STRMWTR	531000 PROF SVC	PE003 FDEP VULNERABILITY	EXISTING OPEN ENCUMBRANCE PO#23156 AUTO- CREATES EXP BUDGET		\$ 180,000.00	\$ -	\$ 180,000.00
305300 CIP GRANTS	337712 TDC 12.5% REV	CM001 CRYSTAL BEACH	REDUCE TDC CRYSTAL BEACH TO AWARD BAL	D	\$ 146,869.87	\$ 1,037,109.00	\$ 890,239.13

30557212 TDC 12.5% EXP	565000 CIP	CM001 CRYSTAL BEACH	REDUCE TDC CRYSTAL BEACH TO AWARD BAL	D	\$ 146,869.87	\$ 1,037,109.00	\$ 890,239.13
305300 CIP GRANTS	337712 TDC 12.5% REV	CM002 TARPON BEACH	REDUCE TDC TARPON BEACH TO AWARD BAL	D	\$ 420,192.26	\$ 1,167,761.00	\$ 747,568.74
30557212 TDC 12.5% EXP	565000 CIP	CM002 TARPON BEACH	REDUCE TDC TARPON BEACH TO AWARD BAL	D	\$ 420,192.26	\$ 1,167,761.00	\$ 747,568.74
305300 CIP GRANTS	337714 BOCC REV	CM001 CRYSTAL BEACH	REDUCE BOCC CRYSTAL BEACH TO AWARD BAL	D	\$ 6,253.52	\$ 1,495,219.00	\$ 1,488,965.48
30557237 BOCC EXP	565000 CIP	CM001 CRYSTAL BEACH	REDUCE BOCC CRYSTAL BEACH TO AWARD BAL	D	\$ 6,253.52	\$ 1,495,219.00	\$ 1,488,965.48
305300 CIP GRANTS	337714 BOCC REV	CM002 TARPON BEACH	REDUCE BOCC TARPON BEACH TO AWARD BAL	D	\$ 26,267.26	\$ 1,167,701.00	\$ 1,141,433.74
30557237 BOCC EXP	565000 CIP	CM002 TARPON BEACH	REDUCE BOCC TARPON BEACH TO AWARD BAL	D	\$ 26,267.26	\$ 1,167,701.00	\$ 1,141,433.74

TOTAL \$ 3,009,418.32

Created by: _____
 Entered by: _____
 Approved by: _____

Initials

Date

Note
 BUDGET AMENDMENT TO BRING FORWARD FY 2024 GRANT
 AWARD BALANCES TO FY 2025

Balance Sheet Account Reconciliation
As of September 30, 2024

305 ARPA

Account Name: 305 101123 AMERICAN RESCUE PLAN 710-034-8045 ARP

Accounting Balance: \$ 716,606.24
Calculated Balance: 716,606.24
Variance: \$ -

Advance #1 \$ 790,549.00 6/7/2021
Advance #2 \$ 790,549.00 6/30/2022
TOTAL CASH IN 1,581,098.00 TOTAL AWARD

Stormwater Infra and IT Security Grantors No. ARPA1
AL No. 21.027
dates: 06/01/2021 - 12/31/2024

REVENUES REVS: 305300-331390-ARP
FY22 (126,093.00) FY22
FY23 (258,686.26) FY23
305300 331390 ARP (479,712.50) FY24
(864,491.76) TOTAL REVENUES EARNED TO DATE

EXPENDITURES EXPS: 30555900-56xxxx-ARP
FY 2022 EXPENDITURES 126,093.00
FY 2023 EXPENDITURES 258,686.26
FY 2024 EXPENDITURES:
_305 305 -207001- DUE TO GENERAL FUND - Beginning of year Owed to GF
_305 305 202000 ACCOUNTS PAYABLE - AP Beg Bal (Expensed in PY)
30555900 30555900 552025 ARP OPS SOFTWARE & WORKSTATION 27,500.00 forerunner flood/strmwtr software
30555900 30555900 565000 ARP ARP - AMERICAN RECOVERY PLAN 351,832.50
_30555900 30555900 571000 ARP1 PRINCIPAL 96,889.00
_30555900 30555900 572000 ARP1 INTEREST 3,491.00
TOTAL CASH OUT 864,491.76

CALCULATED BALANCE 716,606.24

Award balance (Def Rev) 716,606.24 =award - cash out to date

149,813.00 PO#24111 H&T Country Club/Chickasaw
175,661.00 PO#24134 H&T 117-135 Indian Bayou Dr
96,536.50 PO#24135 H&T Industrial Park Lane/Airport Rd
42,142.50 PO#24136 H&T Joe's Bayou Boat Launch
124,283.00 PO#24154 H&T Okeechobee/County Club West
588,436.00 TOTAL OPEN ENCUMBRANCES
128,170.24 Award Balance remaining amount to encumber

			Balance Is	Balance Should Be	ADJ	
_305300	305300 331390 ARP	ARP - AMERICAN RECOVERY PLAN	(479,712.50)	(452,212.50)	27,500.00	CLEAR W/ BANK TRANSFER TO GF (DTDF ALL FORM)
_305	305 223200 ARP	DEF REV ARP GRANT FED	(716,606.24)	(716,606.24)	-	CLEAR W/ BANK TRANSFER TO GF (DTDF ALL FORM)

Balance Sheet Account Reconciliation
As of September 30, 2024

305 FDOT CRT17

Award: G2C92				
		270,000.00	CRT17	LINEAR TRAIL PARK DESIGN
	FY2023 AWARD	270,000.00		
REVENUES				
	FY 2023	(114,904.75)		
	FY 2024:			
305300	334400 CRT17	STATE GRANT - MUL	(146,575.25)	
	TOTAL REVENUES EARNED	(261,480.00)		
EXPENSES				
	FY 2023	114,904.75		
	FY 2024:			
30554200	565000 CRT17	STATE GRANT - LIN	146,575.24	
	TOTAL EXPENDED	261,479.99		
	Variance (rev-exp)	(0.01)		

Account Name: 305 223401 CRT17 DEF REV - LINEAR TRAIL CRT17

Accounting Balance:	\$	(8,520.00)
Calculated Balance:		(8,520.00)
Variance:	\$	-

	total award	270,000.00	requested	rec'vd date
Req#1 to 09/30/23	114,904.75		10/26/2023	11/3/2023
Req#2 to 12/31/23	92,275.25		2/28/2024	3/19/2024
Req#3 to 03/31/2024	13,047.54		5/15/2024	5/22/2024
Req#4 to 06/30/24	3,796.25		7/29/2024	8/8/2024
Req#5 to 09/30/24	37,456.21		10/28/2024	
exps to date (rev earned)		261,480.00		
award - rev earned		8,520.00	def rev	

Alternate Recalc:	Award	270,000.00	
	life-to-date exps	261,479.99	
		-	
	Def Rev Bal s/b	8,520.01	award balance

Balance Sheet Account Reconciliation
As of September 30, 2024

01 FDEP PE003

9/6/2023 ORIGINAL AWARD	70,000.00	PE003	VULNERABILITY ASSESSMENT
02/29/24 AWARD INCREASE	156,000.00	PE003	VULNERABILITY ASSESSMENT
FY2024 AWARD	226,000.00		

REVENUES
PY

FY 2024:			
01300 334310 PE003	FDEP GRANT - VUL	(12,000.00)	
TOTAL REVENUES EARNED		(12,000.00)	

EXPENSES
PY

FY 2024:			
0153800 531000 PE003	VULNERABILITY AS	46,000.00	
TOTAL EXPENDED		46,000.00	

Variance (rev-exp) 34,000.00

Account Name:	01	223103 PE003	DEF REV STATE ENVIR PROTECTIO	PE003
---------------	----	--------------	-------------------------------	-------

Accounting Balance:	\$	(214,000.00)
Calculated Balance:		(180,000.00)
Variance:	\$	34,000.00

total award	226,000.00	requested	rec'vd date	
Req#1 to 03/31/24	12,000.00	5/21/2024	5/24/2024	did not request task 3 items:
Req#2 to 09/30/24	34,000.00			882.27
				1,047.62
exps to date (rev earned)	46,000.00			1,929.89
award - rev earned	180,000.00	def rev		

Balance Sheet Account Reconciliation
As of September 30, 2024

305 TDC CM001

start:	8/2/2022					fy 2025 budget	should be	variance
end:	when expended or proj done	960,272.50	CM001	CRYSTAL BEACH		1,037,109.00	890,239.13	146,869.87
		960,272.50	CM002	TARPON BEACH		1,167,761.00	747,568.74	420,192.26
	FY2023 AWARD	1,920,545.00				2,204,870.00	1,637,807.87	567,062.13
		staff chose to allocate 50/50 between two beaches, but we can use on either/both						

REVENUES					
FY 2022					
FY 2023					
FY 2024:					
305300	337712	CM001	TDC 12.5% CRYSTA	(3,549.53)	BAL S/B ADJ
TOTAL REVENUES EARNED				(70,033.37)	(70,033.37) -

EXPENSES					
FY 2022					
FY 2023					
FY 2024:					
30557212	561000	CM001	BEACH	-	
30557212	565000	CM001	BEACH ACQ/CAPIT	3,549.53	
TOTAL EXPENDED				70,033.37	

Variance (rev-exp) - not requested yet

Account Name: 305 223212 CM001 TDC 12.5% DEF REV CRYSTAL CM001					
FY 23 TDC 12.5%					
Accounting Balance:		\$	(890,239.13)	transfer to CM002	
Calculated Balance:		\$	(890,239.13)	393,864.96	
Variance:		\$	-		

total award	960,272.50	requested	rec'vd date	
Inv 2023-CM001	141,821.53	5/24/2023	7/21/2023	invoice \$145,667.03; rec'd \$145,667.03: CM001=\$44,909.63 + CM002 \$100,757.84
Inv 2023-CM001-2	13,088.60	8/9/2023	8/24/2023	invoice \$59,790.60; rec'd \$59,790.60: CM001=\$13088.60 + CM002 \$46,702
Inv 2023-CM001-3	(88,426.29)	10/20/2023	11/3/2023	invoice \$47,402,67; CM001=8485.61 + CM002 \$38,916.58
FY 2024 Exps paid direct by County	3,549.53	N/A	N/A	
exps to date (rev earned)	70,033.37			
award - rev earned	890,239.13	def rev		

Alternate Recalc:	Award	960,272.50	
	life-to-date exps	70,033.37	see cumulative summary to date in file: 2024 1023 cumulative review CM001 and CM002
		-	
	Def Rev Bal s/b	890,239.13	

Balance Sheet Account Reconciliation
As of September 30, 2024

305 BOCC CM001

	fy 2025 budget	should be	variance
crystal	1,495,219.00	1,488,965.48	6,253.52
tarpon	1,167,701.00	1,141,433.74	26,267.26
	<u>2,662,920.00</u>	<u>2,630,399.22</u>	<u>32,520.78</u>

10/19/20 BOCC AWARD	COUNTY		CITY		
CRYSTAL BEACH (59%)	\$	6,283,500.00	CITY MATCH CRYSTAL BEACH (41%)	\$	4,366,500.00
			TOTAL	\$	10,650,000.00
12/27/22 FIRST AMENDMENT*					
CRYSTAL BEACH (59%)	\$	5,752,500.00	CITY MATCH CRYSTAL BEACH (41%)	\$	3,997,500.00
			TOTAL	\$	9,750,000.00
TARPON BEACH (50%)	\$	8,375,000.00	CITY MATCH TARPON BEACH (50%)	\$	8,375,000.00
			TOTAL	\$	16,750,000.00
	\$	<u>14,127,500.00</u>		\$	<u>12,372,500.00</u>
			REVISED TOTAL	\$	<u>26,500,000.00</u>

* FIRST AMENDMENT INCLUDES ADVANCE FUNDING AGREEMENT (AFA) TO BORROW UP TO \$7.5 MILLION (TRACKED IN 223 FUND)

FY 2021	(4,054,946.23)	*1145.53 is 59% of 03/31/21 signchick & home depot exps in 129 fund
FY 2022	(110,154.07)	
FY 2023	(93,326.37)	
FY 2024:		
305300 337714 CM001 TDC BOCC	(5,107.85)	
TOTAL REVENUES EARNED	<u>(4,263,534.52)</u>	to fix DR 305300-337714CM001 6,972,022.54

EXPENSES

FY 2021	4,054,946.23	*1145.53 is 59% of 03/31/21 signchick & home depot exps in 129 fund
FY 2022	110,154.07	
FY 2023	93,326.37	
FY 2024:		
30557237 561000 CM001 LAND	-	
30557237 565000 CM001 IMPROVEMENTS	5,107.85	1145.53
TOTAL EXPENDED	<u>4,263,534.52</u>	

Variance (rev-exp) -

Account Name:	305 223202 CM001	DEF REV COUNTY BUY BEACH	CM001
---------------	------------------	--------------------------	-------

Accounting Balance:	\$	(1,488,965.48)
Calculated Balance:		(1,488,965.48)
Variance:	\$	-

	total award	5,752,500.00	requested	rec'vd date
FY 2021 Exps paid direct by County	3,995,817.74		N/A	N/A
Inv BEACH 2021-1	59,128.49		6/29/2021	7/16/2021
FY 2022 Exps paid direct by County	110,154.07		N/A	N/A
FY 2023 Exps paid direct by County	93,326.37		N/A	N/A
FY 2024 Exps paid direct by County	5,107.85		N/A	N/A

exps to date (rev earned)	<u>4,263,534.52</u>
award - rev earned	<u>1,488,965.48</u> def rev

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 2024

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.D.

TO: City Council

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

FROM: Michael Burgess, Public Works Director

DATE: 10/29/2024

SUBJECT: Indian Bayou Trail Roundabout, stormwater repair, authorization to issue a Purchase Order

I. BACKGROUND: The storm sewer pipe at this location has failed resulting in a depression in the roadway.

II. DISCUSSION: H&T has provided a quote to repair this storm sewer system that includes the grouting of pipe joints and the resurfacing of the affected section of the roundabout. The quote is attached as ATT1.

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): ARPA award has available funds.

	30555900-565000-ARP
	STRMWTR ARPA-CIP-
	ARPA
FY 25 Adopted Budget*	-
Revised Budget	716,606
Previous Expenses/Encumbrances	(588,436)
Available Program Budget	128,170
Potential Agreement +(-)	(44,400)
FY 25 Remaining Program Budget	\$ 83,770

C. Level of Service (LOS): Repair of an existing storm sewer system.

D. Legislative Sponsor:

III. CONCLUSION: If approved, staff will prepare and issue a Purchase Order for this work.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to issue a Purchase Order to H&T Contractors, LLC to repair this storm sewer system.

Attachments:

1. ATT1 Roundabout Indian Bayou Trail
at Commons Drive quote
2. ATT2 H&T 2023 Misc Asphaltic
Concrete Services Contract Yr1
3. ATT3 H&T Misc Asphalt Services
Contract Ext. 2024

WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** 9/11/2024**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** Indian Bayou Trail and Comm. Dr. Roundabout By City Hall

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	\$20.25	40.00	\$ 810.00
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	40.00	\$ 1,200.00
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	40.00	\$ 400.00
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	40.00	\$ 160.00
13	Asphalt Cut with Abrasive Blade	LF	\$7.00	90.00	\$ 630.00
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	40.00	\$ 600.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	\$40.00	20.00	\$ 800.00
23	Clear & Grub	SY	\$2.50	0.00	\$ -
24	Debris Hauling	CY	\$25.00	40.00	\$ 1,000.00
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	40.00	\$ 1,000.00
54	Well Points	DAY	\$4,500.00	2.00	\$ 9,000.00
55	Grout (joint)	EACH	\$2,500.00	2.00	\$ 5,000.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	\$20.00	640.00	\$ 12,800.00
57	Swale Installation (grading)	CY	\$100.00	0.00	\$ -
58	Concrete Collar (any size)	EACH	\$3,000.00	1.00	\$ 3,000.00
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	0.00	\$ -
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	0.00	\$ -
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	\$ 44,400.00

Additional Contract Items					
Item No.	Description	Unit	Unit Price	Quantity	Extension
			Total		\$ 44,400.00
	Contingent Items from Price Sheet	LS	Total		
			Grand Total		\$ 44,400.00

CONTRACTOR REPRESENTATIVE: _____

DATE _____

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

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)

Mark 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: HB

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

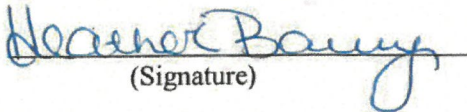
Witnesses:


(Signature)


(Signature)

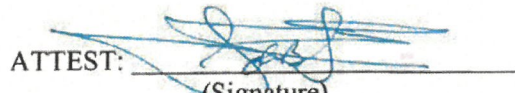
H&T Contractors LLC

By:


(Signature)

Heather Bailey, MARM
(Name & Title)

ATTEST:


(Signature)

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 3.E.

TO: City Council

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

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: 10/17/24

SUBJECT: Interlocal Agreement with County - Four Prong Lake - permit fees

I. BACKGROUND: Four Prong Lake is the low point in a closed drainage basin, meaning that during and after heavy rains, stormwater runoff from both residential and commercial properties, as well as FDOT's Right-of-Way (US98-SR30), is directed to the lake where it has no natural outlet (former dune lake). The lake's water elevation would then continue to climb threatening private residences with flooding. During the 2014 declared disaster event, Four Prong Lake spilled over Scenic 98 and caused erosion to James Lee Park.

Several times since 2014, the residents of Destiny East have prevented flooding by hiring crews to install pumps and discharge pipes to the Gulf of Mexico to lower the lake level through an emergency discharge permit.

II. DISCUSSION: The residents of Destiny East have hired an environmental consultant to design a drainage system that can lower the water level of Four Prong Lake in advance of high precipitation forecasts. The drainage system would consist of: 1) a gravity drain with adjustable weir to control lake levels in Four Prong Lake, 2) a dry well structure for a pump, 3) a 1,600 foot pipeline extending from Four Prong Lake perpendicular to the shoreline beneath Scenic Highway 98, James Lee Park, and kept below the 100-year storm erosion profile, 4) outfall at the terminus of the pipe, placed seaward of the depth of closure in the Gulf of Mexico.

With the design complete, permits were necessary to discharge into the Gulf of Mexico. The State required Okaloosa County to be the grantee of the sovereignty submerged land easement as the County owns the land adjacent to the Gulf of Mexico. The City of Destin is the lead agency for construction of the drainage system and has secured a direct appropriation from the State, in the amount of \$1,000,000, for the project.

The County attorney has approved the easement and there is no cost to the County for the easement.

The County would like the City to sign the attached inter-local agreement with the County to cover any future state fee or maintenance associated with the easement. At this time, government entities are not assessed fees for public easements.

The easement will be sent to the state once the inter-local agreement is fully executed.

- A. **Link to Strategic Goals / Objectives:**
- B. **Effect on Budget (EOB):** None at this time
- C. **Level of Service (LOS):**
- D. **Legislative Sponsor:**

III. **CONCLUSION:** Staff recommend the approval of the interlocal.

IV. **RECOMMENDED MOTION:** I move that we approve the interlocal agreement with the County for Four Prong Lake and authorize the mayor to execute and return the interlocal to the county.

Attachments:

1. Interlocal for permit fees

**INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY
AND THE CITY OF DESTIN FOR FOUR PRONG LAKE**

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

WHEREAS, Four Prong Lake (the "Lake") is a 25-acre lake that borders the Destiny East residential community, which is owned by the Destiny East Owners Association; and

WHEREAS, as the low point in a closed drainage basin, stormwater runoff from both residential and commercial properties is directed to the Lake where it has no natural outlet; and

WHEREAS, during the 2014 declared disaster event, the Lake spilled over Scenic Highway 98 and caused erosion to James Lee Park; and

WHEREAS, Destiny East residents have hired an environmental consultant to design a drainage system that can lower the water level in advance of high precipitation forecasts, which includes a 1,600 foot pipeline extending from the Lake perpendicular to the shoreline beneath Scenic Highway 98 and James Lee Park; and

WHEREAS, the City is the lead agency for construction of the drainage system; and

WHEREAS, Florida Department of Environmental Protection ("FDEP") requires the County to be the grantee of a sovereignty submerged lands easement as the County owns the land adjacent to the Gulf of Mexico; and

WHEREAS, this Agreement is intended to formalize the Parties' roles and responsibilities related to the Lake emergency outfall project.

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

SECTION 1. AUTHORITY. This Agreement is entered into pursuant to the provisions of Chapter 163.01, Florida Statutes, and other applicable provisions of law.

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

SECTION 3. PARTIES. The parties to this Agreement are the County and the City.

SECTION 4. COUNTY'S RESPONSIBILITIES.

- A. The County agrees to execute the Sovereignty Submerged Lands Easement, Easement No. 42722, BOT File No. 460363011, PA No. 46-0421489-001-EI ("Easement") as Grantee with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Trust") as the Grantor.

SECTION 5. CITY'S RESPONSIBILITIES.

- A. The City agrees to fully reimburse the County for any fees or costs imposed by the Trust related to the Easement.
- B. The City agrees to be fully responsible for any damage to the easement lands caused by the City, its employees, contractors, and agents.

SECTION 6. REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other that it has all requisite power, authority and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

SECTION 7. AMENDMENTS. Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the parties hereto. This Agreement shall be enforced and be binding upon, and inure to the benefits of, the Parties hereto and their respective survivors and assigns, if any. This Agreement shall not be assigned without the permission of all Parties to the Agreement.

SECTION 8. DISPUTE RESOLUTION. The Parties shall attempt to resolve any dispute that arise under this Agreement in good faith by participating in mediation. This mediation shall be in lieu of the requirements of the "Florida Governmental Conflict Resolution Act." The mediator shall be mutually agreed upon by the Parties and the cost of mediation shall be borne equally between the Parties. In the event the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

SECTION 9. JURY TRIAL WAIVER. IN THE EVENT THAT LITIGATION IS FILED BY ANY PARTY TO ENFORCE ANY TERMS OF THIS AGREEMENT, THEN ALL PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF THIS AGREEMENT.

SECTION 10. ATTORNEY'S FEES AND COSTS. If litigation is instituted seeking to enforce the terms of this Agreement, or in any way related to this Agreement, then the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in the litigation,

including fees and cost incurred in any resulting appeal, and any fees and costs incurred litigating entitlement to and the reasonableness of any attorney's fees and costs.

SECTION 11. SEVERABILITY. If any one or more of the provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, then the remainder of this Agreement shall remain in full force and effect.

SECTION 12. GOVERNING LAW AND VENUE. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

SECTION 13. NOTICE. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the County as follows:

County Administrator
Okaloosa County
1250 Eglin Pkwy N
Suite 102
Shalimar, FL 32579

As to the City as follows:

City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

SECTION 14. SOVEREIGN IMMUNITY. The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the County or City's rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

SECTION 15. INSURANCE, LIABILITY AND INDEMNIFICATION.

- A. Each party agrees to be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the wrongful or negligent acts of their respective officers, employees, representatives, and agents.
- B. Any contractor or consultant engaged by either party for work on the easement property shall be required to protect, defend, indemnify and hold both the City and County harmless from all claims, demands, causes of action or liability resulting from injury to or death of persons or damage to or loss of property sustained as a consequence of such work and arising from said contractor's operations or as a proximate result of the acts or omissions of the contractor or their employees. Such agreement by the contractor or consultant shall include their indemnification as to any assessment of an administrative fine or penalty by

a governmental entity for a violation of conditions of the permit and authorization related to their actions or failure to act in carrying out their contractual duties.

SECTION 16. WAIVER. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

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

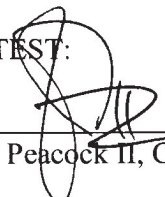
//////////////// Signature Pages Follow //////////////////

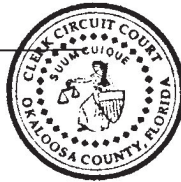
OKALOOSA COUNTY, FLORIDA

By: 
Paul Nixon, Chair



Date: 10/15/2024

ATTEST: 
J.D. Peacock II, Clerk



APPROVED AS TO FORM:


Lynn M. Hoshihara, County Attorney

CITY OF DESTIN, FLORIDA

By: _____
Bobby Wagner, Mayor

Date: _____

ATTEST:

Rey Bailey, Clerk

APPROVED AS TO FORM:

Kimberly Romano Kopp, City Attorney

This Instrument Prepared By:

Kathy Griffin

Action No. 48663

Bureau of Public Land Administration

3900 Commonwealth Boulevard

Mail Station No. 125

Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 42722

BOT FILE NO. 460363011

PA NO. 46-0421489-001-EI

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Okaloosa County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, as defined in 18-21.003, Florida Administrative Code, if any, contained within the following legal description:

A parcel of sovereignty submerged land in Section 25,
Township 02 South, Range 22 West, in Gulf of Mexico,
Okaloosa County, Florida, containing 116,142 square feet,
more or less, as is more particularly described and shown on
Attachment A, dated July 14, 2023.

TO HAVE THE USE OF the hereinabove-described premises for a period of 50 years from January 16, 2024, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above-described parcel of land shall be used solely for an outfall pipe and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Environmental Resource Permit No. 46-0421489-001-EI, dated November 7, 2023, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor, or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors, and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors, and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Okaloosa County Board of County Commissioners
Attn: Mr. Scott Bitterman
1759 S. Ferdon Blvd.
Crestview, FL 32536

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged, and executed by the Grantee and Grantor.

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(65), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

[Remainder of page intentionally left blank; Signature page follows]

WITNESSES:

Signature: S. Falin Ivy
Printed Name: S. Falin Ivy

Address: 101 E. James Lee Blvd.
Crestview, FL 32536

Signature: [Signature]
Printed Name: Travis Ashmore

Address: 101 E. James Lee Blvd.
Crestview, FL 32536

Okaloosa County, Florida

By its Board of County Commissioners (SEAL)

BY: [Signature]
Original Signature of Executing Authority

Paul Mixon
Typed/Printed Name of Executing Authority

Chairman
Title of Executing Authority



"GRANTEE"

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15 day of October, 2024, by Paul Mixon as Chairman, for and on behalf of Board of County Commissioners of Okaloosa County, Florida. He is personally known to me or who has produced _____, as identification.

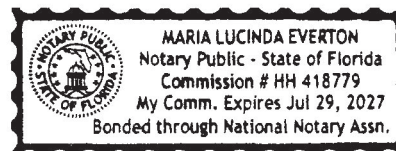
My Commission Expires:

7/29/2027
Commission/Serial No. HH 418779

Maria Lucinda Everton
Signature of Notary Public

Notary Public, State of Florida

Printed, Typed or Stamped Name



WITNESSES:

Signature: _____

Printed Name: _____

Address: _____

Signature: _____

Printed Name: _____

Address: _____

Okaloosa County, Florida

By its Board of County Commissioners (SEAL)

BY: _____

Original Signature of Executing Authority

Paul Mixon _____

Typed/Printed Name of Executing Authority

Chairman _____

Title of Executing Authority

"GRANTEE"

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___online notarization this _____ day of _____, 20____, by Paul Mixon as Chairman, for and on behalf of Board of County Commissioners of Okaloosa County, Florida. He is personally known to me or who has produced _____, as identification.

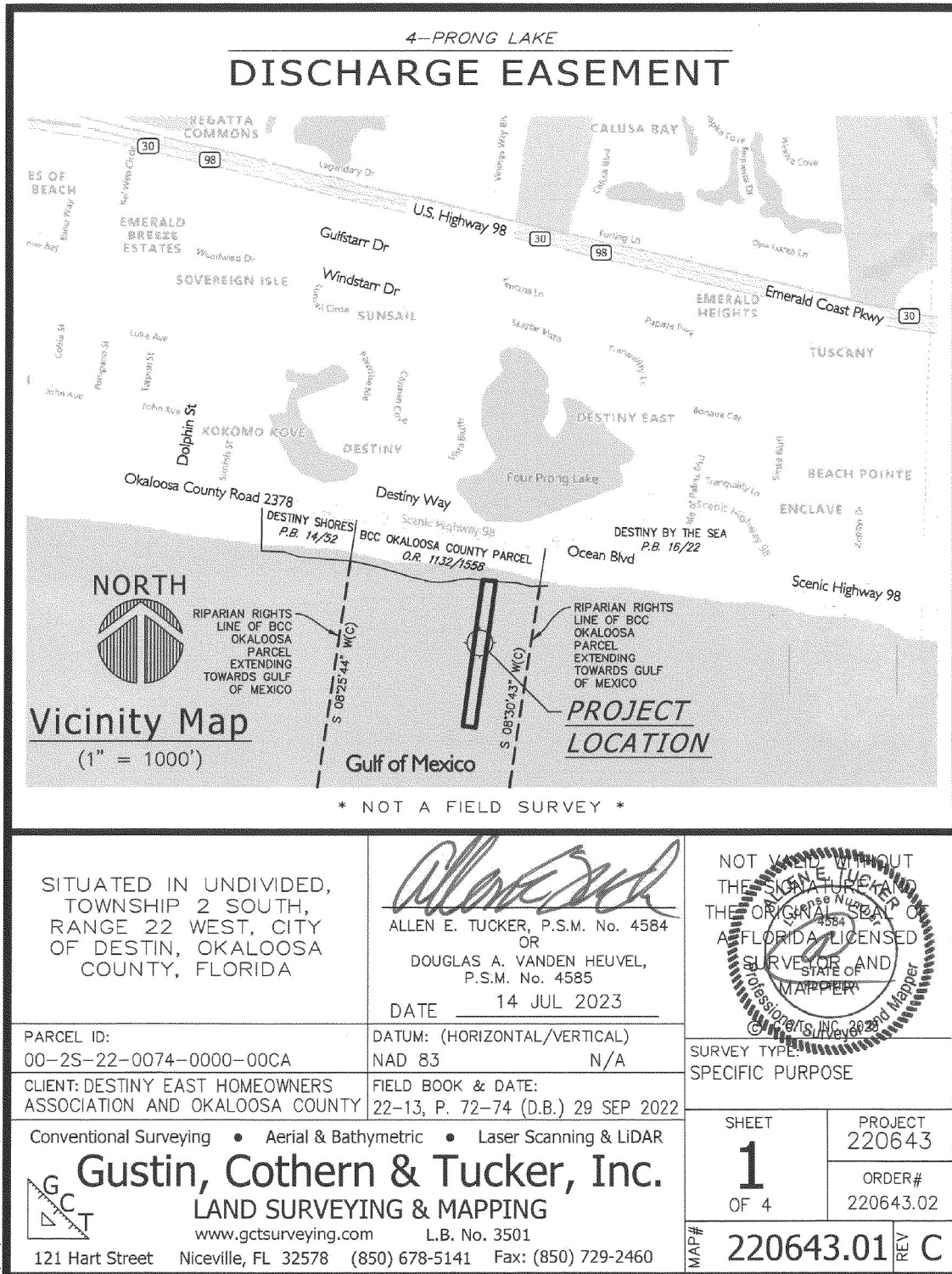
My Commission Expires:

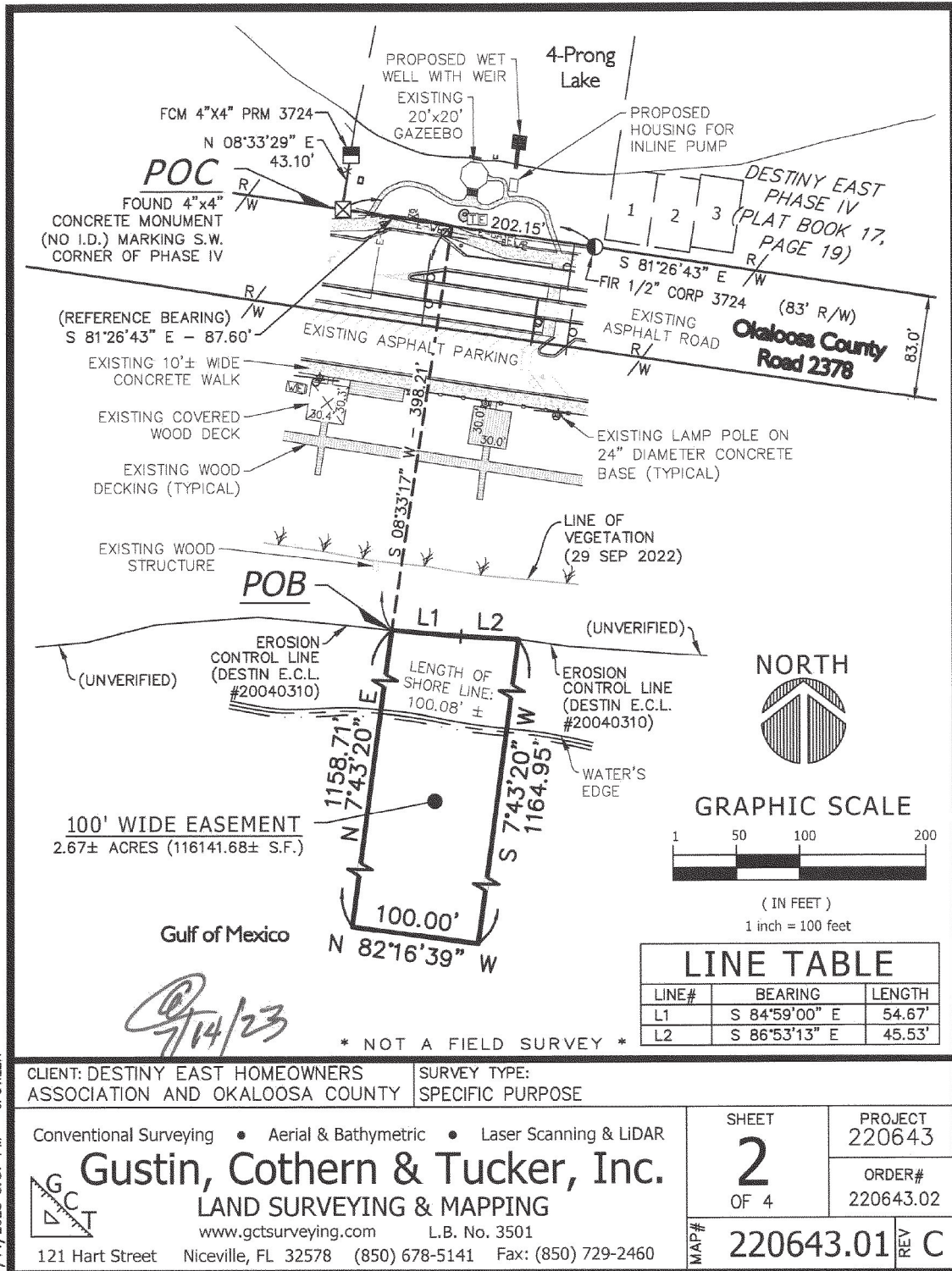
Commission/Serial No. _____

Signature of Notary Public

Notary Public, State of _____

Printed, Typed or Stamped Name





7/14/2023 3:57 PM JFWLER

LEGAL DESCRIPTION

(PREPARED BY GUSTIN, COTHERN & TUCKER, INC., REVISED 16 MAY 2023)

A 100 FOOT WIDE EASEMENT SITUATED IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA, LYING SOUTH OF 4-PRONG LAKE, DESTINY EAST PHASE IV (PLAT BOOK 17, PAGE 19), AND WITHIN THE GULF OF MEXICO; SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF AFORESAID DESTINY EAST PHASE IV, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF OKALOOSA COUNTY ROAD 2378; THENCE S 81°26'43" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 87.60 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S 08°33'17" W, A DISTANCE OF 398.21 FEET TO A POINT ON THE EROSION CONTROL LINE OF THE GULF OF MEXICO (AS OF 29 SEP 2022), SAID POINT ALSO BEING POINT OF BEGINNING; THENCE ALONG SAID EROSION CONTROL LINE, THE FOLLOWING TWO (2) CALLS:

(1) S 84°59'00" E, A DISTANCE OF 54.67 FEET; (2) S 86°53'13" E, A DISTANCE OF 45.53 FEET; THENCE DEPARTING SAID EROSION CONTROL LINE AND TRAVERSING THE GULF OF MEXICO PROCEED S 07°43'20" W, A DISTANCE OF 1164.95 FEET; THENCE N 82°16'39" W, A DISTANCE OF 100.00 FEET; THENCE N 07°43'20" E, A DISTANCE OF 1158.71 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.67 ACRES, MORE OR LESS. (116,141.68 SQUARE FEET)

LEGEND

APPROVED

By Marcus Ashman at 10:12 am, Jul 18, 2023

No. OR #	= NUMBER	ID	= IDENTIFICATION
—	= DISTANCE NOT TO SCALE	NO ID	= NO IDENTIFICATION
L.B.	= LICENSED BUSINESS	FCM	= FOUND CONCRETE MONUMENT
L.S.	= LICENSED SURVEYOR	FIR	= FOUND IRON ROD
P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER	■	= (FCM) FOUND 4"x4" CONCRETE MONUMENT (IDENTIFICATION NUMBER FURNISHED)
±	= MORE OR LESS	☒	= (FCM) FOUND 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION)
R/W	= RIGHT-OF-WAY	●	= (FIR) FOUND 1/2" CAPPED IRON ROD (IDENTIFICATION NUMBER FURNISHED)
NAD	= NORTH AMERICAN DATUM	+	= SIGN
POC	= POINT OF COMMENCEMENT	☼	= LIGHT POLE
POB	= POINT OF BEGINNING	☒	= WATER METER
P.B.	= PLAT BOOK / PAGE	☒	= TELEPHONE SERVICE BOX
AC.	= ACRES	☒	= ELECTRIC SERVICE BOX
PP.	= PAGE	☒	= IRRIGATION CONTROL VALVE
EX	= EXISTING		
PR	= PAGE		
—E-WL—	= WATER LINE		
—E-GAS—	= GAS MAIN		

* NOT A FIELD SURVEY *

CLIENT: DESTINY EAST HOMEOWNERS
ASSOCIATION AND OKALOOSA COUNTY

SURVEY TYPE:
SPECIFIC PURPOSE

Conventional Surveying • Aerial & Bathymetric • Laser Scanning & LIDAR

Gustin, Cothern & Tucker, Inc.

LAND SURVEYING & MAPPING

www.gctsurveying.com L.B. No. 3501

121 Hart Street Niceville, FL 32578 (850) 678-5141 Fax: (850) 729-2460

SHEET

3

OF 4

PROJECT
220643

ORDER#
220643.02

MAP#

220643.01

REV **C**

7/14/2023 3:57 PM JFWLER

SURVEY REPORT

1. NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY GUSTIN, COTHERN & TUCKER, INC. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS GIVEN THAT EASEMENTS, DEED OVERLAPS, UNDERGROUND IMPROVEMENTS OR APPARENT USES DO NOT EXIST.
2. THIS SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17.051 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
3. NO ENVIRONMENTAL JURISDICTIONAL LINES HAVE BEEN DETERMINED BY GUSTIN, COTHERN & TUCKER, INC.
4. APPARENT USES ARE AS SHOWN. THIS IS NOT A BOUNDARY OR FIELD SURVEY.
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
6. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH LINE OF DESTINY EAST PHASE IV (PLAT BOOK 17, PAGE 19), SAID LINE BEARING S 81°26'43" E AS ESTABLISHED BY STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983.
7. THE DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
8. NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.
9. THE SURVEY MAP AND SURVEY REPORT ARE NOT FULL & COMPLETE WITHOUT THE OTHER.

@
7/14/23

* NOT A FIELD SURVEY *

7/14/2023 3:57 PM JFWLER

CLIENT: DESTINY EAST HOMEOWNERS ASSOCIATION AND OKALOOSA COUNTY		SURVEY TYPE: SPECIFIC PURPOSE	
Conventional Surveying • Aerial & Bathymetric • Laser Scanning & LiDAR		SHEET 4 OF 4	PROJECT 220643
 Gustin, Cothorn & Tucker, Inc. LAND SURVEYING & MAPPING www.gctsurveying.com L.B. No. 3501 121 Hart Street Niceville, FL 32578 (850) 678-5141 Fax: (850) 729-2460		ORDER# 220643.02	
		MAP# 220643.01	REV C

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.F.

TO: City Council

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

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Krystal Strickland, Finance Director

DATE: October 27, 2024

SUBJECT: Grant Agreement DEP L0028 - Four Prong Lake Emergency Outfall Project

I. BACKGROUND: Four Prong Lake is a closed drainage basin with no natural outfall. After heavy rains, stormwater runoff raises the lake's elevation and threatens flooding of private residences. An emergency outfall project was developed to mitigate this threat.

II. DISCUSSION: The state appropriation request for assistance with the Four Prong Lake Project was approved/included in the State's FY25 budget. The Florida Department of Environmental Protection will administer this grant. The grant agreement to the city is attached.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): Agreement Number: L0028

Project Title: Destin Four Prong Lake Emergency Outfall Project

Award Dates: Execution Date - 12/31/2026

Amount: \$1,000,000

Match Required: \$0

Grant Manager: Florida Department of Environmental Protection

Grant Revenue: 305300-334390-SW60 (grant revenue - state strmwtr grant - 4-Prong Lake)

Grant Expenditures: 30553833-565000-SW60 (state strmwtr grant-cip-4-Prong Lake)

A/R: 305-133390-SW60

Unearned Rev: 305-223390-SW60

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

D. Legislative Sponsor: Torey Geile

III. CONCLUSION: Staff recommends that the Council accept DEP grant agreement

L0028 for the Destin Four Prong Lake Emergency Outfall Project and authorize the city manager to execute the agreement and return it to DEP for their execution.

IV. RECOMMENDED MOTION: I move to accept DEP grant agreement L0029 for the Destin Four Prong Lake Emergency Outfall Project and authorize the city manager to execute the agreement and return it to DEP for their execution.

I move to increase the FY 2025 Budget by \$1,000,000 to allow expenditure of this award.

Attachments:

1. L0028 For Signature 10.16.24
2. 2024 1104 Budget Amend FDEP 4-PRONG SW60

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

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

1. Project Title (Project): Agreement Number:

Destin Four Prong Lake Emergency Outfall Project

L0028

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

Grantee Name: **City of Destin** Entity Type: **Local Government**

Grantee Address: **4200 Indian Bayou Trail, Destin, Florida 32541** FEID: **59-2480854**

(Grantee)

3. Agreement Begin Date: Date of Expiration:
Upon Execution **December 31, 2026**

4. Project Number: Project Location(s):
(If different from Agreement Number) **Lat/Long: (30.3809, -86.4080)**

Project Description: **The Grantee will construct a drainage system from Four Prong Lake to the Gulf of Mexico to reduce the flooding caused from significant rain events.**

5. Total Amount of Funding: \$ 1,000,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1732A, FY 24-25, GR	\$ 1,000,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 1,000,000.00

6. Department's Grant Manager Name: Olivia Atkins or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2904 Email: Olivia.Atkins@FloridaDEP.gov	Grantee's Grant Manager Name: Jeff Cozadd or successor Address: City of Destin 4200 Bayou Trail Destin, FL, 32541 Phone: 850-279-4228 Email: jcozadd@cityofdestin.com
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

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

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

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

City of Destin

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Larry Jones, Interim City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Olivia Atkins, DEP Grant Manager

Katie Verdesca, DEP QC Reviewer

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

Attachment 1

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

Attachment 1

- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

Attachment 1

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

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

13. Termination.

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

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

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

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

Attachment 1

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

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

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

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

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

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

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

25. Investing in America

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

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

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

28. Record Keeping.

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

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

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

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0028**

ATTACHMENT 2

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

1. Scope of Work.

The Project funded under this Agreement is Destin Four Prong Lake Emergency Outfall Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2024 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

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

a. **Commercial General Liability Insurance.**

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

b. **Commercial Automobile Insurance.**

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

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

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

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

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

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

12. State-owned Land.

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

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

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Destin Four Prong Lake Emergency Outfall Project

PROJECT LOCATION: The Project will be located in the City of Destin within Okaloosa County; Lat/Long (30.3809, -86.4080)

PROJECT BACKGROUND: Four Prong Lake is located in the City of Destin (Grantee) at a low point within a closed drainage basin. During heavy rains, the stormwater runoff from both residential and commercial properties, as well as Florida Department of Transportation's Right-of-Way (US98-SR30), is directed to the lake with no natural outlet. This project will install a drainage system from Four Prong Lake to the Gulf of Mexico to reduce the flooding caused from significant rain events.

PROJECT DESCRIPTION: The Grantee will construct a drainage system consisting of: 1) a gravity drain with an adjustable weir to control lake levels in Four Prong Lake; 2) a dry well structure for a pump; 3) approximately 1,600 linear feet of pipeline extending from Four Prong Lake perpendicular to the shoreline beneath Scenic Highway 98; and 4) an outfall at the terminus of the pipe, placed seaward of the depth of closure in the Gulf of Mexico.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct the Destin Four Prong Lake Emergency Outfall project in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$1,000,000	07/01/2024	06/30/2026
Total:			\$1,000,000		

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

Attachment 4

1. Public Records.

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

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

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

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

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

Attachment 5

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Attachment 5

3 of 6

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects – LI 1732A	\$1,000,000	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$1,000,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

CITY OF DESTIN Budget Amendment Form

Fiscal Year	<u>2025</u>	Short Description	<u>FDEP 4-PRONG LAKE GRANT</u>	Entity Code	<u>1</u>
Period	<u>2</u>	Effective Date	<u>11/4/2024</u>	Amendment Type*	<u>2</u>
Ref 1	<u>BUA</u>	Budget Year Code	<u>1</u>	Budget Projection Inclusion	<u>One Time</u>
Ref 2	<u>ADJ</u>				

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
305300 GRANT REV	334390 STATE GRNT	SW60 4-PRONG LAKE	FDEP 4-PRONG LAKE CONSTR GRANT	I	\$ 1,000,000.00	\$ -	\$ 1,000,000.00
30553833 STRMWTR GRANT	565000 CIP	SW60 4-PRONG LAKE	FDEP 4-PRONG LAKE CONSTR GRANT	I	\$ 1,000,000.00	\$ -	\$ 1,000,000.00
		Also do JE: DR 305-133390-SW60// CR 305-223390-SW60					
TOTAL					\$ 2,000,000.00		

	Initials	Date
Created by:	<u> </u>	<u> </u>
Entered by:	<u> </u>	<u> </u>
Approved by:	<u> </u>	<u> </u>

Note
BUDGET AMENDMENT FOR FDEP 4-PRONG LAKE CONSTRUCTION
GRANT AWARD (STATE APPROPRIATION)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.G.

TO: City Council

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

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Krystal Strickland, Finance Director

DATE: October 24, 2024

SUBJECT: Clement Taylor Park - Covenant of Use, Purpose and Ownership document

I. BACKGROUND: Clement Taylor Park renovation project will be receiving funding through the U.S. Treasury/RESTORE Act.

II. DISCUSSION: U.S. Treasury requires the Covenant of Use, Purpose and Ownership document to be recorded as part of the RESTORE Act conditions. The document requires the City to not sell, transfer, lease, assign, encumber, convey or mortgage any interest in the property for the estimated useful life of the park (30 years). If the park is used for purposes other than the project purpose, then repayment to the U.S. Treasury would be required.

A. Link to Strategic Goals / Objectives: 4.10 Renovate Clement Taylor Park

B. Effect on Budget (EOB): Recording this document will have no effect on budget.

C. Level of Service (LOS): LOS will be increased with the completion of park renovations.

D. Legislative Sponsor:

III. CONCLUSION: Staff recommend executing and recording this document as it is a requirement of the RESTORE Act.

IV. RECOMMENDED MOTION: I move the council authorize the mayor to execute the Covenant of Purpose, Use and Ownership and that the executed document be recorded with the Okaloosa County Clerk's office and then returned to the County.

Attachments:

1. CTPR 10.24.2024 COVENANT

COVENANT OF PURPOSE, USE AND OWNERSHIP

THIS COVENANT OF PURPOSE, USE AND OWNERSHIP dated this 24th day of October, 2024 (hereinafter referred to as the “Covenant”), by and between the City of Destin, owner of the real property described in Exhibit “A” attached hereto and incorporated herein (hereinafter with all improvements called “Property”), whose address is 4200 Indian Bayou Trail, Destin, Florida 32541 (hereinafter with its successors and assigns called “Owner”) and the United States Department of the Treasury, Office of Gulf Coast Restoration, whose address is 1500 Pennsylvania Ave NW, Washington, DC 20220 (hereinafter with successors and assigns called “Treasury”).

RECITALS

WHEREAS, Okaloosa County Board of County Commissioners (“Recipient”) submitted an application to Treasury for financial assistance under the Direct Component program authorized by the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012, Pub. L. No. 112-141 (hereinafter the “RESTORE Act”) and Treasury made an award to Recipient on December 8, 2023, Grant No. RDCGR180508-01-00 (the “Award”) in the amount of \$729,918.00 (hereinafter called “Award Amount”) for the construction of the Clement Taylor Park Restoration (the “Project”); and

WHEREAS, said Project includes improving the Property consisting of the construction of a new pavilion, ADA compliance playground equipment and restroom facility for the redevelopment of Destin’s waterfront and harbor district, benefiting communities of Okaloosa County in the gulf coast region to promote and encourage tourism, improve recreational infrastructure, and increase tourism to the area (the “Project Purposes”); and

WHEREAS, Recipient and the Owner executed Subaward Agreement 2024-R12 (the “Subaward Agreement”), dated February 6, 2024, in the amount of \$729,918.00, whereby Recipient agreed to disburse Award funds to the Owner to implement the Project;

WHEREAS, Recipient accepted the Award (together with all documents attached thereto or incorporated therein and hereinafter called “Award Agreement”) thereby binding itself and making itself subject to the terms and conditions contained in the Award Agreement, including, but not limited to, the applicable requirements of the RESTORE Act, 31 C.F.R. Part 34, and 2 C.F.R. Part 200; and

WHEREAS, in executing the Subaward Agreement, the Owner agreed to be subject to the terms and conditions contained in the Award Agreement, including, without limitation, the applicable requirements of the RESTORE Act, 31 C.F.R. Part 34, and 2 C.F.R. Part 200; and

WHEREAS, Owner agreed to record this Covenant in the land records of Okaloosa County, Florida, located in the appropriate office for the recording of public records affecting real property in the jurisdiction where the Property is located so as to constitute notice to all persons of any and all restrictions on title to and use of the Project and all or part of the Property; and

WHEREAS, the Clerk of the Circuit Court in and for Okaloosa County, Florida located at 101 East James Lee Blvd, Crestview, Florida 32536 is the proper office to record this Covenant.

NOW THEREFORE, in consideration of financial assistance provided by Treasury through a subaward from the Recipient and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and to assure that the benefits of the Project will accrue to the public and be used for the Project Purposes, Owner hereby covenants and agrees as follows:

1. The Estimated Useful Life ("EUL") of the Project is 30 years from the date of Project completion. During the EUL of the Project, the Owner agrees to hold its interest in the Property in trust to carry out the Project Purposes.
2. Owner agrees that for the EUL of the Project, set forth above, the Owner will not sell, transfer, lease, assign, encumber, convey, or mortgage any interest in the Property without Treasury's prior written approval. Owner agrees it shall not use the Property for purposes other than the Project Purposes or use the Property in a manner inconsistent with the Project Purposes or requirements of the RESTORE Act and Treasury's implementing regulations, 31 C.F.R. Part 34, without Treasury's prior written approval. Such approval may be conditioned, among other things, on Owner's payment to Treasury for the Federal Interest (as hereinafter defined) in the Property, in accordance with 2 C.F.R. 200.311(c). The Federal Interest is the current fair market value of the Property improvements made under the Award multiplied by Treasury's percentage of participation in the Project improvements, and to the extent that the Property was purchased under the Award, the Federal Interest also includes the current fair market value of the Property multiplied by Treasury's percentage of participation in the purchase of the Property. The Federal Interest does not include that portion of the current fair market value of the Property attributable to acquisitions or improvements that are not part of the Project.
3. As of the date of recordation of this Covenant, Treasury and Owner agree that the percentage of participation in the Project is deemed to be **44%**; however, this may change during the period of performance as a result of an amendment to the Award Agreement that increases or decreases Treasury funds or third-party funds for the Project. At any point during the Award Period of Performance, unless otherwise provided in the Award Agreement, Treasury's percentage of participation in the project shall be equal to the amount of Treasury funds obligated for the Project under the terms of the Award Agreement, as it may be amended, divided by the total approved Project budget, expressed as a percentage.
4. Owner further agrees that if the Recipient notifies the Owner that Treasury's percentage of participation changes during the Award period of performance, the Owner shall record an updated covenant with Treasury's updated percentage of participation in the Project no later than 120 days after the end of the Award period of performance and provide a copy of this updated and recorded covenant to Treasury.
5. Owner further agrees that during the EUL of the Project, the Owner will repay Treasury for the Federal Interest in the Property, in accordance with 2 C.F.R. 200.311(c), in the event the Property is used for purposes other than Project Purposes without the prior written approval of Treasury, or in the event the Property is sold, leased, transferred, conveyed, assigned, encumbered, or mortgaged without the prior written approval of Treasury.
6. Owner further agrees that, as a condition to accepting the disbursement of any portion of the Award Amount from Treasury through a subaward from the Recipient, Owner shall execute and place on record against the Property this Covenant and shall provide Treasury with evidence of such recordation. Treasury will in its sole discretion determine whether this Covenant is satisfactory and may require a copy of a title insurance, title search, or title opinion from the Owner showing that the Covenant is valid and enforceable according to its terms, that there is no lien or other encumbrance superior to the Covenant, and that the Covenant has been properly recorded.

7. Owner further agrees that whenever the Property is sold, leased, or otherwise conveyed, Owner shall add to the instrument of conveyance, pursuant to 2 C.F.R. 200.316, a Covenant of Purpose, Use and Ownership to document the Federal Interest in the Property. Treasury will, in its sole discretion, determine whether such covenant is satisfactory. In connection with any such transfer, Treasury may require a copy of a title insurance, title search, or title opinion that shows the covenant is valid and enforceable according to its terms and has been properly recorded.

8. Owner understands and agrees that the Federal Interest in the Property cannot be subordinated, diminished, nullified, or released by any encumbrance of the Property, or any other conveyance or action taken by the Owner, without prior written permission from Treasury. Notwithstanding the foregoing or any other section of this Agreement, Owner may repay to Treasury an amount equal to the Federal Interest at any time during the EUL of the project, and upon receipt, Treasury shall release its Federal Interest and provide documentation evidencing the release or termination of the Federal Interest on the Property.

9. It is stipulated and agreed that the terms hereof constitute a reasonable restraint on alienation of use, control, and possession of or title to the Property given the Federal Interest expressed herein.

10. This Covenant shall run with the land.

11. This Covenant shall be construed in a manner consistent with the terms and conditions of the Award Agreement and applicable regulations; provided, however, that if there is a conflict, the terms and conditions of the Award Agreement shall control.

IN WITNESS WHEREOF, a duly authorized officer of the Owner has hereunto set their hand as of the day and year first above. A completed duly recorded copy of this Covenant shall be forwarded to Treasury.

(The appropriate acknowledgment must be included for recording in Owner's jurisdiction.)

SUBRECIPIENT: CITY OF DESTIN, FLORIDA

BOBBY WAGNER, MAYOR

ATTEST:

REV BAILEY, CITY CLERK

DATE: _____

Exhibit A

Legal Description of Property

Lot No. 14-B of the Moreno Point Military Reservation according to plat thereof on file in the office of the Clerk of Circuit Court of Okaloosa County, Florida.

Also known as Clement E. Taylor Park.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.H.

TO: City Council

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

FROM: Joe Bodi, Deputy Director, Public Works
Michael Burgess, Public Works Director
Tina Deater, Community Development Director

DATE: October 18, 2024

SUBJECT: Mattie Kelly Outfall – Engineering Design Concept Approval

I. BACKGROUND: On April 1, 2024, City Council approved having Jenkins Engineering provide a design option to study the extents of the drainage basin that outfalls through these pipes and create construction plans to be permitted that will have the appropriately sized drainage piping installed for the area. There is a drainage outfall within **Mattie Kelly Park** that is the only point of discharge for the northwestern portion of the **Joe's Bayou Drainage Basin**. The outfall previously discharged into a settling pond within Joe's Bayou. It appears that named storms over the years have slowly eliminated the settling basin (circa 2010). Additionally, the drainage outfall piping is undersized for this drainage basin.

With an undersized piping system and the lack of a settling pond to discharge into, the pipes are frequently filled in with sand brought in from the tides. This can lead to potential flooding for the surrounding neighborhood during certain storm events, including named storms.

The **Florida Department of Environmental Protection (FDEP)** is currently working on plans for the Joe's Bayou Recreation Area Improvement Project. As part of that project, they will be installing some break water features to help slow and/or stop the tides from filling up the discharge pipes.

II. DISCUSSION: **Jenkins Engineering** has provided a concept of the Contech style of culvert to bridge over the outlet in lieu of upsizing and adding piping under Beach Dr. This is a departure from traditional culvert design and construction and Staff is seeking City Council's input prior to moving forward with the full design.

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

families

IV. Effective, efficient and aesthetically pleasing infrastructure

VI. A green and sustainable environment

B. Effect on Budget (EOB): The design cost shall not change the previously approved task order.

C. Level of Service (LOS): Increased/improved drainage in the northwest area of Joe's Bayou Basin.

D. Legislative Sponsor:

III. CONCLUSION: Staff is requesting approval of the Box Culvert (as shown in the attached Contech plan) to bridge over the outlet stream rather than the traditional pipes under Beach Drive.

IV. RECOMMENDED MOTION: I move that City Council approve the Box Culvert design option and move forward with the Mattie Kelly Outfall project design.

Attachments:

1. ALBC #1 - 61312 (10-15-2024 15-55-56)

PROJECT SUMMARY

LOCAL BRIDGE CONSULTANT

- NAME = Jennifer McIntire
- EMAIL = Jennifer.McIntire@ContechES.com
- PHONE NUMBER = 205-306-3277

STRUCTURE DETAILS

- STRUCTURE #1
- SPAN = 8'-9"
- RISE = 2'-6"
- LENGTH = 40.75 FT.
- LOAD = HL-93
- SHELL TYPE = R1
- MIN COVER = 1.4 (ft)
- MAX COVER = 5 (ft)

FOUNDATIONS

- FOUNDATION TYPE = STEEL EXPRESS

INLET HEADWALL

- INLET HEADWALL TYPE = METAL
- INLET HEADWALL HEIGHT = 6.17 FT.
- INLET HEADWALL WIDTH = 13.5 FT.
- INLET HEADWALL TRENCH = 2 FT.

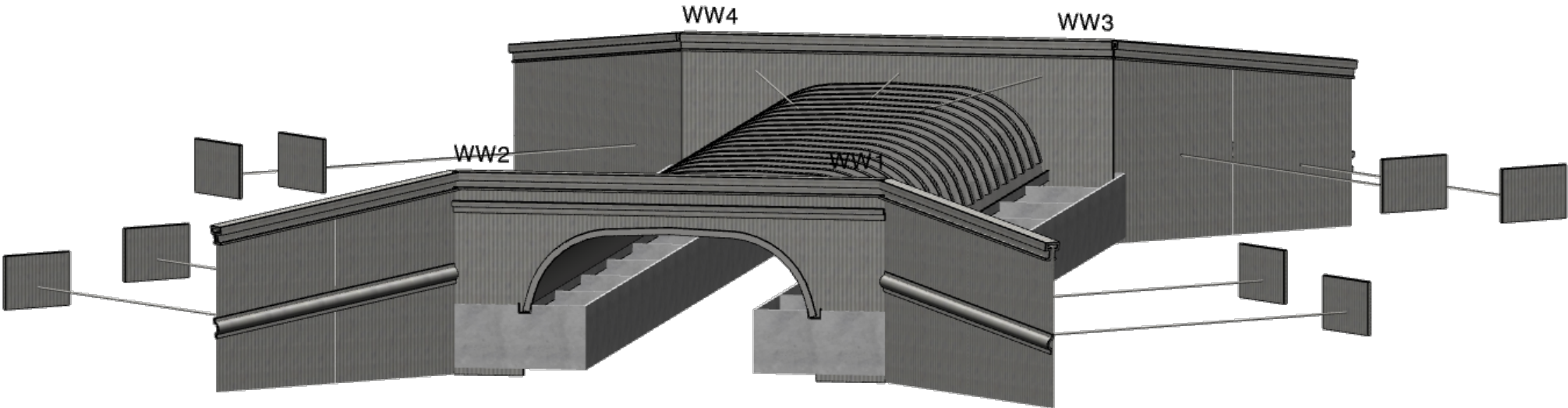
OUTLET HEADWALL

- OUTLET HEADWALL TYPE = METAL
- OUTLET HEADWALL HEIGHT = 6.17 FT.
- OUTLET HEADWALL WIDTH = 13.5 FT.
- OUTLET HEADWALL TRENCH = 2 FT.

WINGWALLS

- WW1 ANGLE = 45 DEG.
- WW1 LENGTH = 9 FT.
- WW1 HIGH HEIGHT = 6.17 FT.
- WW1 LOW HEIGHT = 5.00 FT.
- WW2 ANGLE = 45 DEG.
- WW2 LENGTH = 9 FT.
- WW2 HIGH HEIGHT = 6.17 FT.
- WW2 LOW HEIGHT = 5.00 FT.
- WW3 ANGLE = 45 DEG.
- WW3 LENGTH = 9 FT.
- WW3 HIGH HEIGHT = 6.17 FT.
- WW3 LOW HEIGHT = 5.00 FT.
- WW4 ANGLE = 45 DEG.
- WW4 LENGTH = 9 FT.
- WW4 HIGH HEIGHT = 6.17 FT.
- WW4 LOW HEIGHT = 5.00 FT.

ALBC ALUMINUM BOX CULVERT DYO
ALBC #1



NOTES

1. THIS BRIDGE HAS BEEN DESIGNED FOR GENERAL SITE CONDITIONS. THE PROJECT ENGINEER SHALL BE RESPONSIBLE FOR THE STRUCTURE'S SUITABILITY TO THE EXISTING SITE CONDITIONS AND FOR THE HYDRAULIC EVALUATION -- INCLUDING SCOUR AND CONFIRMATION OF SOIL CONDITIONS.
2. PRIOR TO CONSTRUCTION, CONTRACTOR MUST VERIFY ALL ELEVATIONS SHOWN THROUGH THE ENGINEER.
3. ONLY CONTECH ENGINEERED SOLUTIONS LLC, THE ALUMINUM BOX CULVERT (ALBC) APPROVED MANUFACTURER IN THE PROJECT STATE, MAY PROVIDE THE STRUCTURE DESIGNED IN ACCORDANCE WITH THESE PLANS.
4. THIS DYOB DRAWING IS A CONCEPTUAL DESIGN. PLEASE WORK WITH YOUR LOCAL BRIDGE CONSULTANT FOR FURTHER SOLUTION DEVELOPMENT AND PRICING.

PRELIMINARY
NOT FOR CONSTRUCTION

DYO61312 822741 BEACH DRIVE

ALBC #1

DESTIN,FL

ALBC ALUMINUM BOX CULVERT 8'-9" SPAN X 2'-6" RISE

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CONTECH
STRUCTURAL PLATE

DYOB
DRAWING

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MARK	DATE	REVISION DESCRIPTION	BY

PROJECT No.: 43429	DYO No.: 61312	DATE: 10/15/2024
DESIGNED: DYO	DRAWN: DYO	
CHECKED: DYO	APPROVED: DYO	
SHEET NO.: D1	OF D10	

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1.0 STANDARDS AND DEFINITIONS

- 1.1 STANDARDS - ALL STANDARDS REFER TO LATEST EDITION UNLESS OTHERWISE NOTED.
- 1.1.1 ASTM B-864 "STANDARD SPECIFICATION FOR CORRUGATED ALUMINUM BOX CULVERTS" (AASHTO DESIGNATION M-219).
- 1.1.2 AASHTO LRFD SPECIFICATION FOR HIGHWAY BRIDGES - SECTION 12 DIVISION I - DESIGN.
- 1.1.3 AASHTO LRFD SPECIFICATION FOR HIGHWAY BRIDGES - SECTION 26 DIVISION II - CONSTRUCTION.

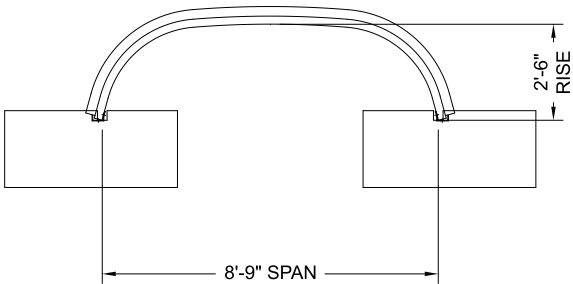
1.2 DEFINITIONS

- 1.2.1 OWNER - IN THESE SPECIFICATIONS THE WORD "OWNER" SHALL MEAN XXXX .
- 1.2.2 ENGINEER - IN THESE SPECIFICATIONS THE WORD "ENGINEER" SHALL MEAN THE ENGINEER OF RECORD OR OWNER'S DESIGNATED ENGINEERING REPRESENTATIVE.
- 1.2.3 MANUFACTURER - IN THESE SPECIFICATIONS THE WORD "MANUFACTURER" SHALL MEAN CONTECH ENGINEERED SOLUTIONS, LLC 800-338-1122.
- 1.2.4 CONTRACTOR - IN THESE SPECIFICATIONS THE WORD "CONTRACTOR" SHALL MEAN THE FIRM OR CORPORATION UNDERTAKING THE EXECUTION OF ANY INSTALLATION WORK UNDER THE TERMS OF THESE SPECIFICATIONS.
- 1.2.5 APPROVED - IN THESE SPECIFICATIONS THE WORD "APPROVED" SHALL REFER TO THE APPROVAL OF THE ENGINEER OR HIS DESIGNATED REPRESENTATIVE.
- 1.2.6 AS DIRECTED - IN THESE SPECIFICATIONS THE WORDS "AS DIRECTED" SHALL REFER TO THE DIRECTIONS TO THE CONTRACTOR FROM THE OWNER OR HIS DESIGNATED REPRESENTATIVE.

2.0 GENERAL CONDITIONS

- 2.1 THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL AND EQUIPMENT AND PERFORM ALL WORK AND SERVICES EXCEPT THOSE SET OUT AND FURNISHED BY THE OWNER, NECESSARY TO COMPLETE IN A SATISFACTORY MANNER THE SITE PREPARATION, EXCAVATION, FILLING, COMPACTION, GRADING AS SHOWN ON THE PLANS AND AS DESCRIBED THEREIN. THIS WORK SHALL CONSIST OF ALL MOBILIZATION CLEARING AND GRADING, GRUBBING, STRIPPING, REMOVAL OF EXISTING MATERIAL UNLESS OTHERWISE STATED, PREPARATION OF THE LAND TO BE FILLED, FILLING OF THE LAND, SPREADING AND COMPACTION OF THE FILL, AND ALL SUBSIDIARY WORK NECESSARY TO COMPLETE THE GRADING OF THE CUT AND FILL AREAS TO CONFORM WITH THE LINES, GRADES, SLOPES, AND SPECIFICATIONS. THIS WORK IS TO BE ACCOMPLISHED UNDER THE OBSERVATION OF THE OWNER OR HIS DESIGNATED REPRESENTATIVE.
- 2.2 PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL EXAMINE, INVESTIGATE AND INSPECT THE CONSTRUCTION SITE AS TO THE NATURE AND LOCATION OF THE WORK, AND THE GENERAL AND LOCAL CONDITIONS AT THE CONSTRUCTION SITE, INCLUDING WITHOUT LIMITATION, THE CHARACTER OF SURFACE OR SUBSURFACE CONDITIONS AND OBSTACLES TO BE ENCOUNTERED ON AND AROUND THE CONSTRUCTION SITE AND SHALL MAKE SUCH ADDITIONAL INVESTIGATION AS HE MAY DEEM NECESSARY FOR THE PLANNING AND PROPER EXECUTION OF THE WORK.
- IF CONDITIONS OTHER THAN THOSE INDICATED ARE DISCOVERED BY THE CONTRACTOR, THE OWNER SHALL BE NOTIFIED IMMEDIATELY. THE MATERIAL WHICH THE CONTRACTOR BELIEVES TO BE A CHANGED CONDITION SHALL NOT BE DISTURBED SO THAT THE OWNER CAN INVESTIGATE THE CONDITION.
- 2.3 THE CONSTRUCTION SHALL BE PERFORMED UNDER THE DIRECTION OF THE ENGINEER.
- 2.4 ALL ASPECTS OF THE STRUCTURE DESIGN AND SITE LAYOUT INCLUDING FOUNDATIONS, BACKFILL, END TREATMENTS AND NECESSARY SCOUR CONSIDERATION SHALL BE PERFORMED BY THE ENGINEER.

ANY INSTALLATION GUIDANCE PROVIDED HEREIN SHALL BE ENDORSED BY THE ENGINEER OR SUPERSEDED BY THE ENGINEER'S PLANS AND SPECIFICATIONS.



CROSS SECTION

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CONTECH

STRUCTURAL PLATE

DYOB

DRAWING

DYO61312 822741 BEACH DRIVE

ALBC #1

DESTIN,FL

ALBC ALUMINUM BOX CULVERT 8'-9" SPAN X 2'-6" RISE

PROJECT No.: 43429	DYO No.: 61312	DATE: 10/15/2024
DESIGNED: DYO	DRAWN: DYO	
CHECKED: DYO	APPROVED: DYO	
SHEET NO.: D2 OF D10		

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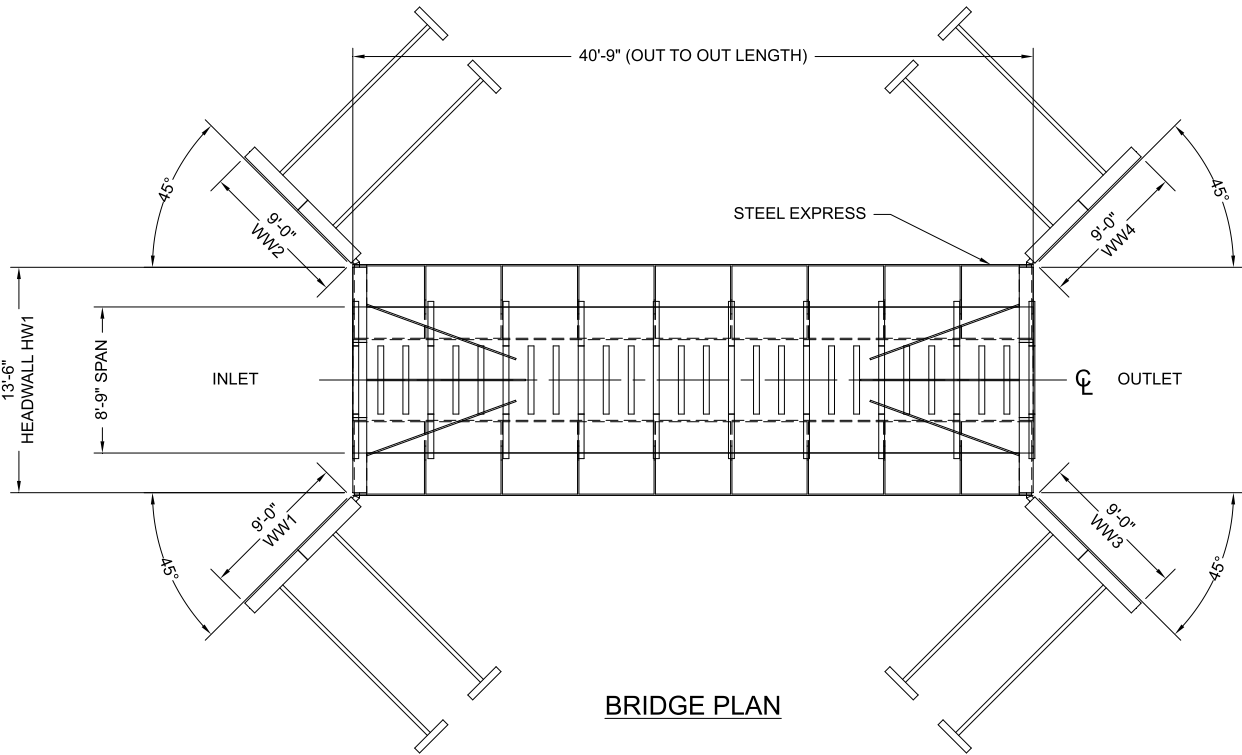
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DESTIN,FL

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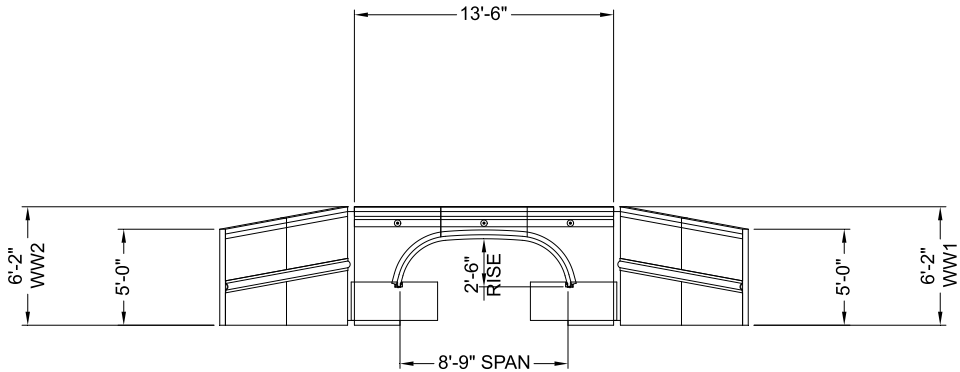
PROJECT No.: 43429	DYO No.: 61312	DATE: 10/15/2024
DESIGNED: DYO	DRAWN: DYO	
CHECKED: DYO	APPROVED: DYO	
SHEET NO.:	D3 OF	D10

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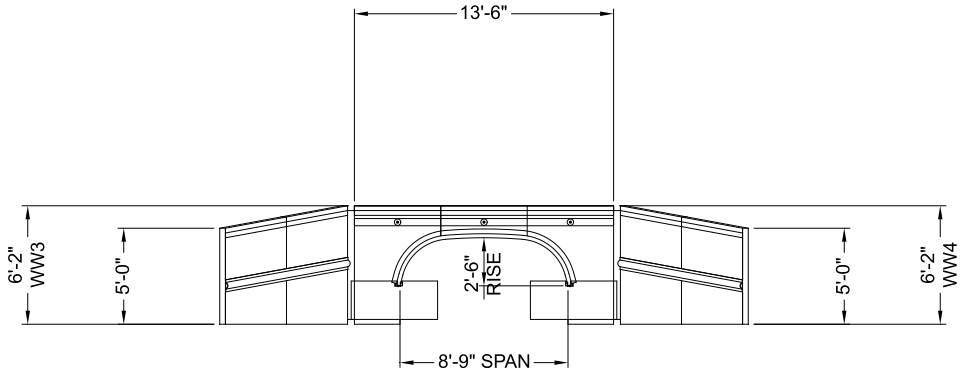


BRIDGE PLAN

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INLET END ELEVATION



OUTLET END ELEVATION

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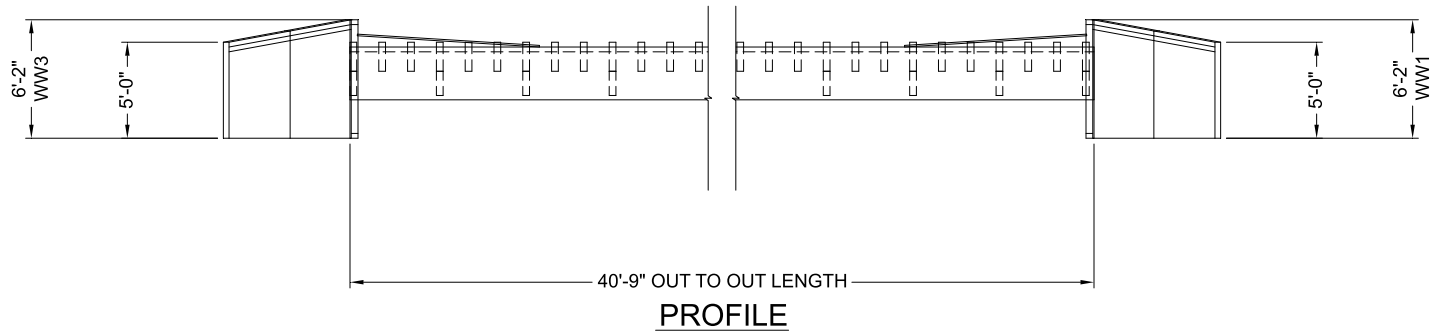
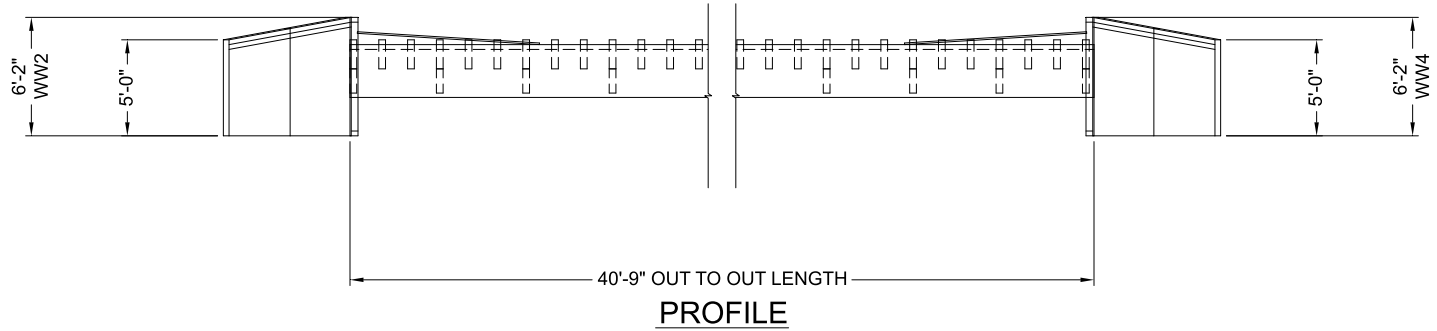
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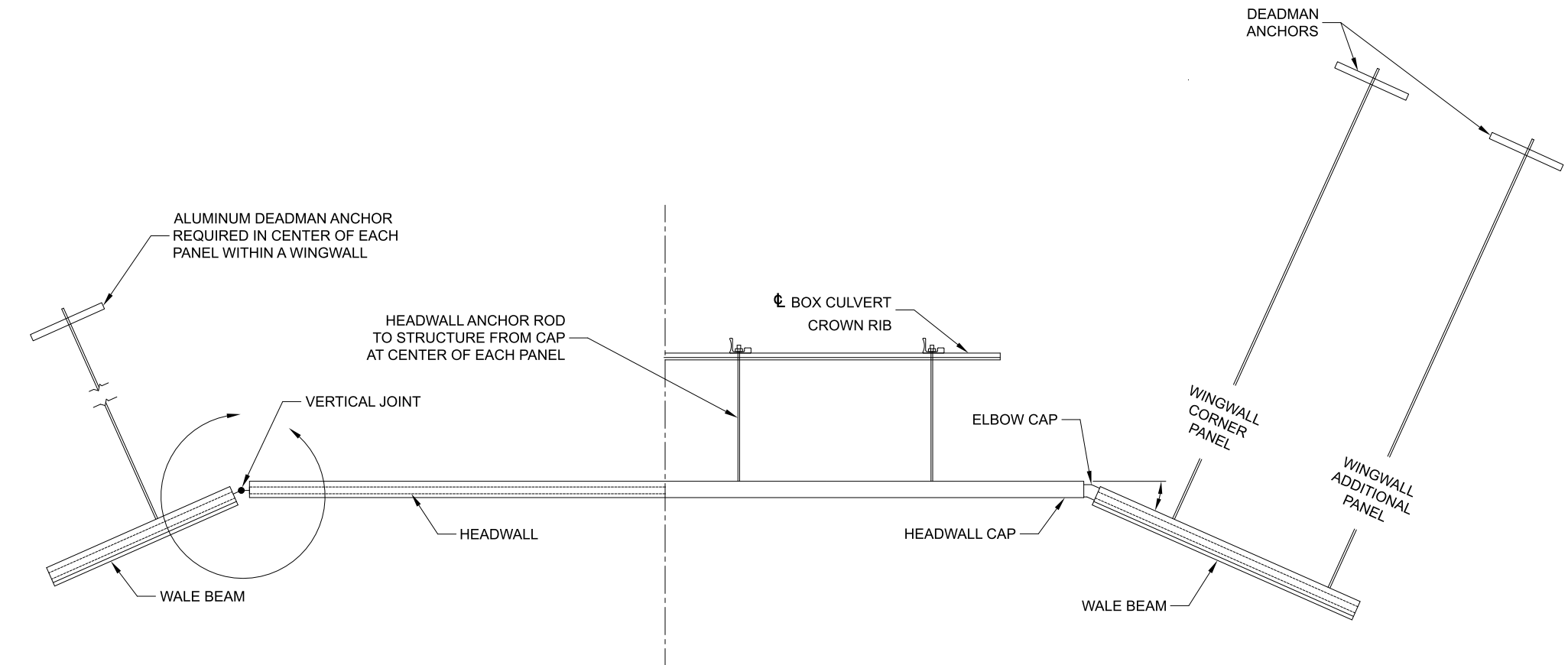
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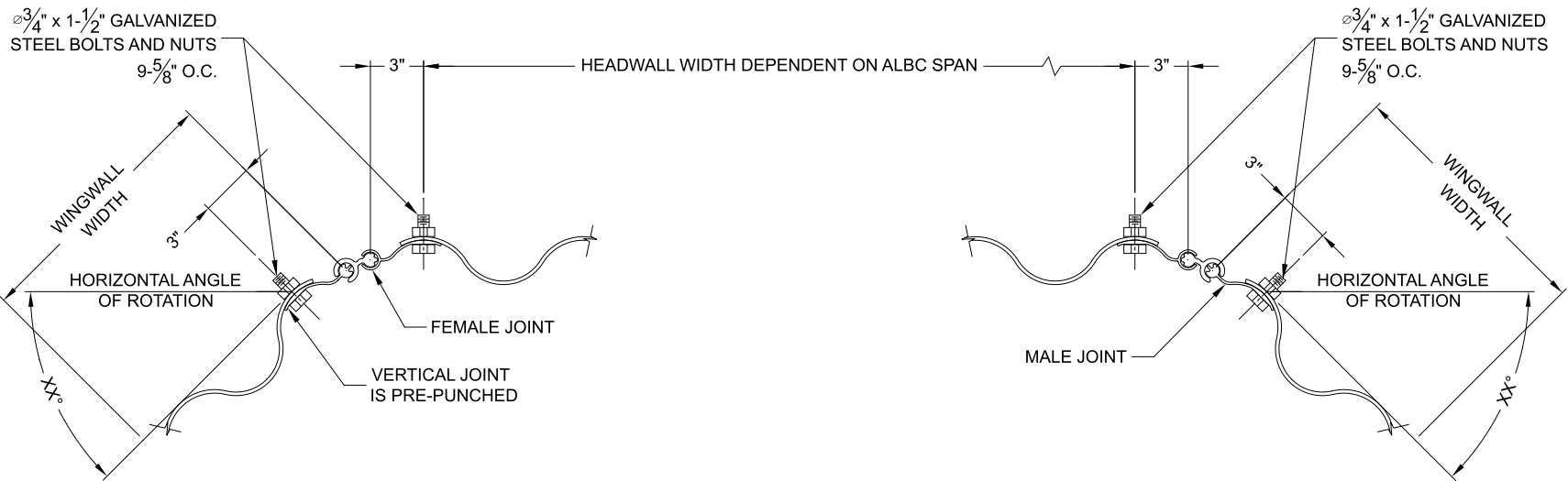
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SHEET NO.:	D5 OF	D10

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PLAN VIEW



TYPICAL HEADWALL PANEL TO WING PANEL JOINTS DETAIL
(BOTH ENDS)

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ALBC ALUMINUM BOX CULVERT 8'-9" SPAN X 2'-6" RISE

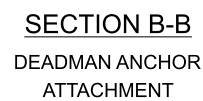
PROJECT No.: 43429	DYO No.: 61312	DATE: 10/15/2024
DESIGNED: DYO	DRAWN: DYO	
CHECKED: DYO	APPROVED: DYO	
SHEET NO.: D6	OF D10	



SECTION A-A
HEADWALL ATTACHMENT
TO CROWN OF STRUCTURE

NOTES:

- 1) REVERSE CROWN RIB FOR PROPER ANCHOR ROD ATTACHMENT PLATE ORIENTATION.
- 2) NO SPLICE PLATES ARE USED FOR THE TYPE IV REINFORCING RIBS ATTACHED TO THE CORRUGATED HEADWALL.
- 3) REINFORCING RIB AT EACH END OF STRUCTURE MUST BE ORIENTED SUCH THAT THE HEADWALL CAN BE PLACED BEHIND THEM AS SHOWN.
- 4) MINIMUM TOE DEPTH OF HEADWALL IS 24 INCHES.
- 5) IF HEADWALL HEIGHT > 24 INCHES, A SPECIAL HEADWALL DETAIL IS REQUIRED.



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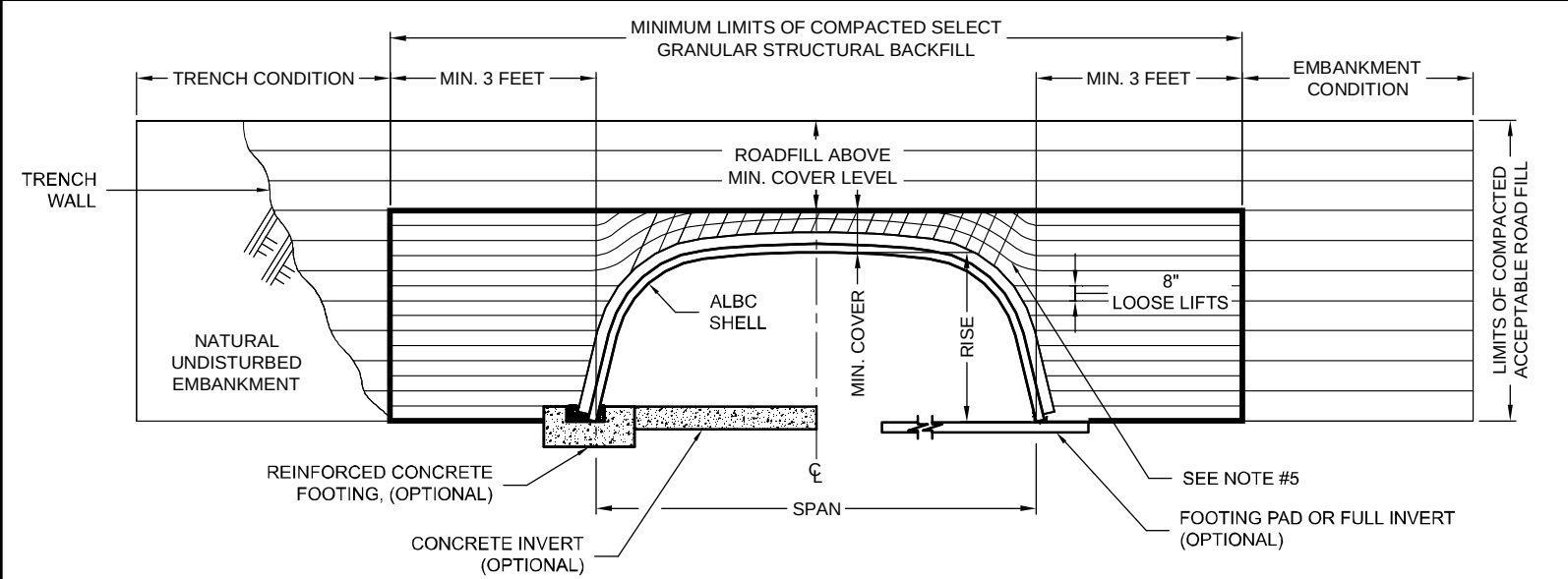
CONTECH
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DRAWING

DYO61312 822741 BEACH DRIVE
ALBC #1
DESTIN,FL

ALBC ALUMINUM BOX CULVERT 8'-9" SPAN X 2'-6" RISE

PRØJECT NO.:	DYO NO.:	DATE:
43429	61312	10/15/2024
DESIGNED:	DRAWN:	
DYO	DYO	
CHECKED:	APPROVED:	
DYO	DYO	
SHEET NO.:		
D7 OF D10		



-
- SELECT GRANULAR STRUCTURAL BACKFILL LIMITS.

 INITIAL LIFTS OVER THE CROWN OF STRUCTURE AS INDICATED BY SHADED AREA TO BE COMPACTED TO REQUIRED DENSITY WITH HAND OPERATED EQUIPMENT OR WITH LIGHTWEIGHT(D-4 OR LIGHTER) EQUIPMENT.

NOTES:

1. ALL SELECT GRANULAR BACKFILL TO BE PLACED IN A BALANCED FASHION IN THIN LIFTS (8" LOOSE TYPICALLY) AND COMPACTED TO 90 PERCENT DENSITY PER AASHTO T-180.
2. COMPLETE AND REGULAR MONITORING OF THE ALUMINUM BOX CULVERT SHAPE IS NECESSARY DURING ALL BACKFILLING OF THE STRUCTURE.
3. PREVENT DISTORTION OF SHAPE AS NECESSARY BY VARYING COMPACTION METHODS AND EQUIPMENT.
4. TRENCH WIDTH OTHER THAN 3 FEET SHALL BE BY DIRECTION OF THE ENGINEER OF RECORD.
5. SWITCH TO PLACING SELECT GRANULAR BACKFILL NEAR IN RADIAL LIFTS THE MIDDLE OF THE HAUNCH CURVE.

STRUCTURAL PLATE BACKFILL GROUP CLASSIFICATION, REFERENCE AASHTO M-145					
GROUP CLASSIFICATION	A-1-a	A-1-b	A-2-4	A-2-5	A-3
Sieve Analysis Percent Passing					
No. 10 (2.000 mm)	50 max.	----	----	----	----
No. 40 (0.425 mm)	30 max.	50 max.	----	----	51 max.*
No. 200 (0.075 mm)	15 max.	25 max.	35 max.	35 max.	10 max.
Atterberg Limits for Fraction Passing No. 40 (0.425 mm)					
Liquid Limits	----	----	40 max.	41 min.	----
Plasticity Index	6 max.	6 max.	10 max.	10 max.	Non Plastic
Usual Materials	Stone Fragment, Gravel and Sand		Silty or Clayey Gravel and Sand		Coarse Sand

*Modified from M-145.

Fine beach sands, windblown sands, stream deposited sands, etc., exhibiting fine, rounded particles and typically Classified by AASHTO M-145 as A-3 materials should not be used.

Reference the most current version of ASTM D2487, Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System), for comparable soil groups.

SECTION

ADDITIONAL SELECT GRANULAR STRUCTURAL BACKFILL NOTES:

SATISFACTORY BACKFILL MATERIAL, PROPER PLACEMENT, AND COMPACTION ARE KEY FACTORS IN OBTAINING MAXIMUM STRENGTH AND STABILITY.

THE BACKFILL MATERIAL SHOULD BE FREE OF ROCKS, FROZEN LUMPS, AND FOREIGN MATERIAL THAT COULD CAUSE HARD SPOTS OR DECOMPOSE TO CREATE VOIDS. BACKFILL MATERIAL SHOULD BE WELL GRADED GRANULAR MATERIAL THAT MEETS THE REQUIREMENTS OF AASHTO M-145 FOR SOIL CLASSIFICATIONS A-1, A-2-4, A-2-5, OR A-3 MODIFIED.

SEE THE STRUCTURAL PLATE BACKFILL GROUP CLASSIFICATION TABLE ON THIS SHEET. BACKFILL MUST BE PLACED SYMMETRICALLY ON EACH SIDE OF THE STRUCTURE IN 8" LOOSE LIFTS. EACH LIFT IS TO BE COMPACTED TO A MINIMUM OF 90% DENSITY PER AASHTO T-180.

A HIGH PERCENTAGE OF SILT OR FINE SAND IN THE NATIVE SOILS SUGGESTS THE NEED FOR A WELL GRADED GRANULAR BACKFILL MATERIAL TO PREVENT SOIL MIGRATION. IF THE PROPOSED BACKFILL IS NOT A WELL-GRADED MATERIAL, A NON-WOVEN GEOTEXTILE FILTER FABRIC SHALL BE PLACED BETWEEN THE SELECT BACKFILL AND THE IN SITU MATERIAL.

DURING BACKFILL, ONLY LIGHTWEIGHT TRACKED VEHICLES (D-4 OR LIGHTER) SHOULD BE NEAR THE STRUCTURE AS FILL PROGRESSES ABOVE THE CROWN AND TO THE FINISHED GRADE. THE ENGINEER AND CONTRACTOR ARE CAUTIONED THAT THE MINIMUM COVER MAY NEED TO BE INCREASED TO HANDLE TEMPORARY CONSTRUCTION VEHICLE LOADS (HEAVIER THAN D-4).

1.0 STANDARDS AND DEFINITIONS

- 1.1 STANDARDS - All standards refer to the current ASTM/AASHTO edition unless otherwise noted.
- 1.1.1 ASTM B-864 "Standard Specification for Corrugated Aluminum Box Culverts" (AASHTO Designation M-219).
- 1.1.2 AASHTO Standard Specification for Highway Bridges - Section 12 Division I - Design, AASHTO LRFD Bridge Design Specifications Section 12.
- 1.1.3 AASHTO Standard Specification for Highway Bridges - Section 26 Division II - Construction, AASHTO LRFD Bridge Construction Specifications - Section 26. ASTM B789, Standard Practice for Installing Corrugated Aluminum Structural Plate Pipe.
- 1.2 DEFINITIONS
- 1.2.1 Owner - In these specifications the word "Owner" shall mean
- 1.2.2 Engineer - In these specifications the word "Engineer" shall mean the Engineer of Record or Owner's designated engineering representative.
- 1.2.3 Manufacturer - In these specifications the word "Manufacturer" shall mean CONTECH ENGINEERED SOLUTIONS 800-338-1122
- 1.2.4 Contractor - In these specifications the word "Contractor" shall mean the firm or corporation undertaking the execution of any installation work under the terms of these specifications.
- 1.2.5 Approved - In these specifications the word "approved" shall refer to the approval of the Engineer or his designated representative.
- 1.2.6 As Directed - In these specifications the words "as directed" shall refer to the directions to the Contractor from the Owner or his designated representative.

2.0 GENERAL CONDITIONS

- 2.1 Any installation guidance provided herein shall be endorsed by the engineer; discrepancies herein are governed by the Engineer's plans and specifications.
- 2.2 The Contractor shall furnish all labor, material and equipment and perform all work and services except those set out and furnished by the Owner, necessary to complete in a satisfactory manner the site preparation, excavation, filling, compaction, grading as shown on the plans and as described therein. This work shall consist of all mobilization clearing and grading, grubbing, stripping, removal of existing material unless otherwise stated, preparation of the land to be filled, filling of the land, spreading and compaction of the fill, and all subsidiary work necessary to complete the grading of the cut and fill areas to conform with the lines, grades, slopes, and specifications. This work is to be accomplished under the observation of the Owner or his designated representative.
- 2.3 Prior to bidding the work, the Contractor shall examine, investigate and inspect the construction site as to the nature and location of the work, and the general and local conditions at the construction site, including without limitation, the character of surface or subsurface conditions and obstacles to be encountered on and around the construction site and shall make such additional investigation as he may deem necessary for the planning and proper execution of the work.
- If conditions other than those indicated are discovered by the Contractor, the Owner shall be notified immediately. The material which the Contractor believes to be a changed condition shall not be disturbed so that the owner can investigate the condition.
- 2.4 The construction shall be performed under the direction of the Engineer.
- 2.5 All aspects of the structure design and site layout including foundations, backfill, end treatments and necessary scour consideration shall be performed by the Engineer.

3.0 ASSEMBLY AND INSTALLATION

- 3.1 Bolts and nuts shall conform to the requirements of ASTM A-307 and/or ASTM A-449. The box culvert shall be assembled in accordance with the plate layout drawings provided by the manufacturer and per the manufacturer's recommendations.
- Bolts shall be tightened using an applied torque of between 100 and 150 ft.-lbs.
- 3.2 The box culvert shall be installed in accordance with the plans and specifications, the manufacturer's recommendations, and AASHTO Standard Specification for Highway Bridges - Section 26 Division II - Construction/AASHTO LRFD Bridge Construction Specifications - Section 26.
- 3.3 Trench excavation shall be made in embankment material that is structurally adequate. The trench width shall be shown on the plans. Poor quality in situ embankment material must be removed and replaced with suitable backfill as directed by the Engineer.
- 3.4 Aluminum Box Culvert designs require a minimum allowable soil-bearing pressure of 4,000 psf. Lower bearing capacities may be accommodated with a site specific design for an aluminum foundation or a concrete footing.
- If the engineer determines the natural foundation is inadequate to support the structure's backfill, the poor material shall be excavated, removed and replaced to a suitable depth with competent material. The specific depth of excavation required may be reduced by utilizing a geosynthetic reinforced foundation as designed by a qualified geotechnical engineer. For additional information contact your local Contech representative.
- 3.5 When a metal foundation is used, the soil bedding requires a minimum of 6 inches of loose granular material with a maximum particle size of one half the corrugation depth. The proper width of the bedding material required shall conform to the project plans and specifications.
- Bedding preparation is critical to both structure performance and service life. The bedding should be constructed to uniform line and grade to avoid distortions that may create undesirable stresses in the structure and/or rapid deterioration of the roadway. The bed should be free of rock formations, protruding stones, frozen lumps, roots, and other foreign matter that may cause unequal settlement.
- 3.6 The structure shall be assembled in accordance with the Manufacturer's instructions. All plates shall be unloaded and handled with reasonable care. Plates shall not be rolled or dragged over gravel rock and shall be prevented from striking rock or other hard objects during placement in trench or on bedding.
- When installed on a full invert or on flexible footing pads, assembly of the invert or footing pads shall start at the downstream end. Circumferential seam laps shall shingle over the top of the downstream plates as assembly progresses upstream. Whether the box culvert is installed on a concrete footing, full metal invert, or flexible footing pad, assembly of the structure shell shall start at the upstream end. Downstream rings of plates shall be assembled outside of the upstream rings (Circumferential seams are shingled downstream when viewed from the inside of the shell).
- 3.7 The structure shall be backfilled using clean well graded granular material that meets the requirements for soil classifications A-1, A-2-4, A-2-5, or A-3 modified per AASHTO M-145. See the structural plate backfill group classification table on this sheet.
- Backfill must be placed symmetrically on each side of the structure in 8 inch loose lifts. Each lift shall be compacted to a minimum of 90 percent density per AASHTO T-180.
- 3.8 Standard highway loads that meet the permissible design load limits for an Aluminum Box Culvert are not allowed on the structure until it is backfilled completely and pavement is in place.
- The addition of temporary soil for heavy construction loads is not feasible or permissible for Aluminum Box Culverts. By design, these structures are limited in the range of permissible fill heights and live loads.
- Heavy construction loads that exceed that of the particular highway live load design limits are not allowed on Aluminum Box Culverts without approval from the Engineer.
- 3.9 If an aluminum headwall and/or wingwall system is specified, the select granular structural backfill limits shall extend past the deadman anchor system. Contact the Engineer if stiff material or rock is encountered where the wingwalls and deadmen are to be installed.

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MARK	DATE	REVISION DESCRIPTION	BY	

ENGINEERED SOLUTIONS LLC

www.ContechES.com

9025 Centre Pointe Dr., Suite 400, West Chester, OH 45069

800-338-1122 513-645-7000 513-645-7993 FAX

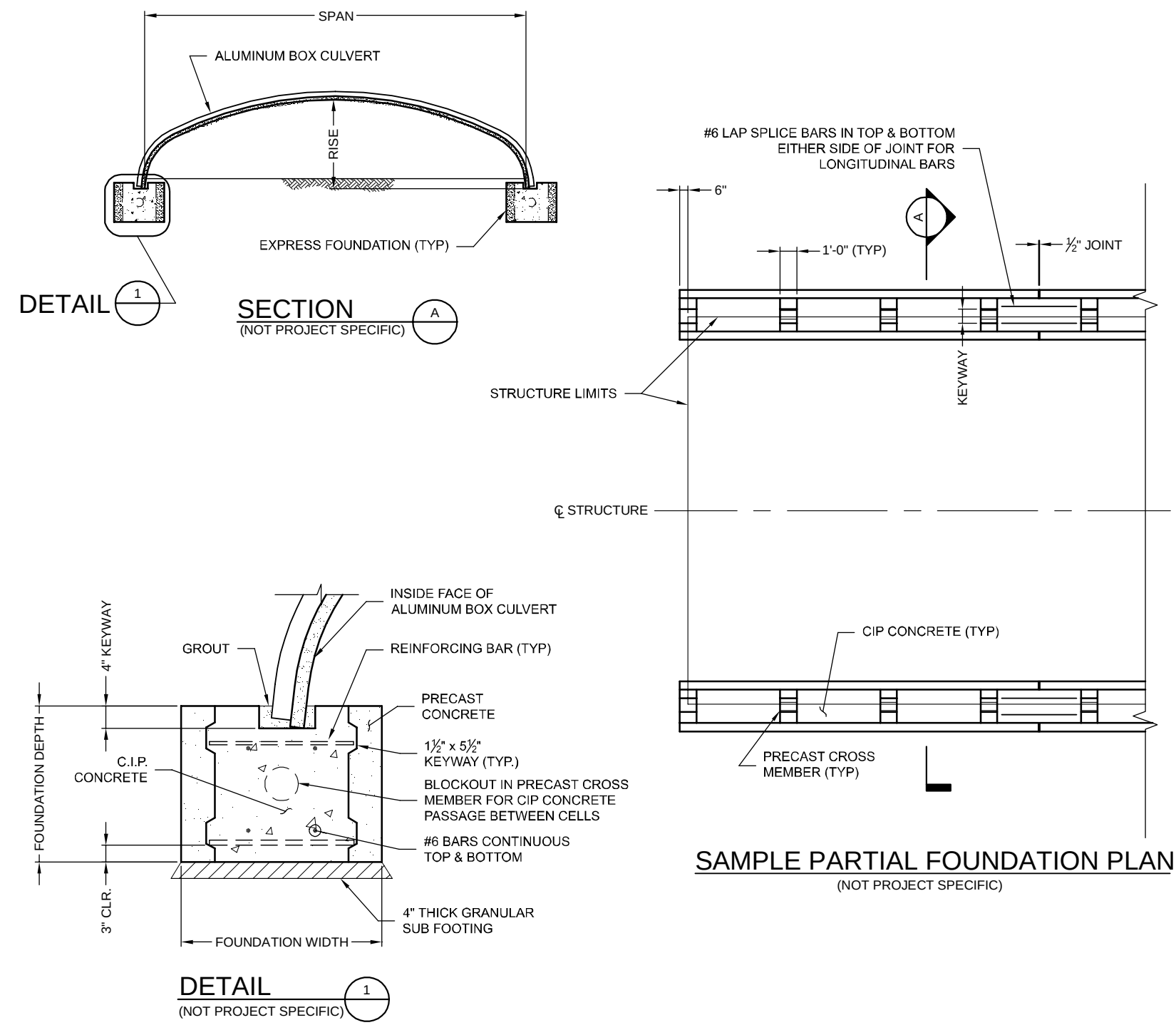
STRUCTURAL PLATE

DYOB
DRAWING

ALBC
SPECIFICATIONS

PROJECT No.:	DATE:
DESIGNED: DYO	DRAWN: DYO
CHECKED: DYO	APPROVED: DYO
SHEET No.:	D8 OF D10

SAMPLE DRAWING ONLY



EXPRESS FOUNDATIONS



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MARK	DATE	REVISION DESCRIPTION	BY

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ENGINEERED SOLUTIONS LLC
www.ContechES.com

9025 Centre Pointe Dr., Suite 400, West Chester, OH 45069
800-338-1122 513-645-7000 513-645-7993 FAX

CONTECH
STRUCTURAL PLATE

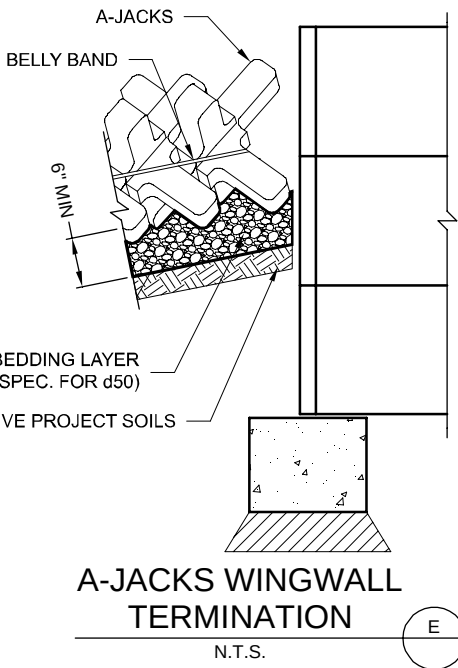
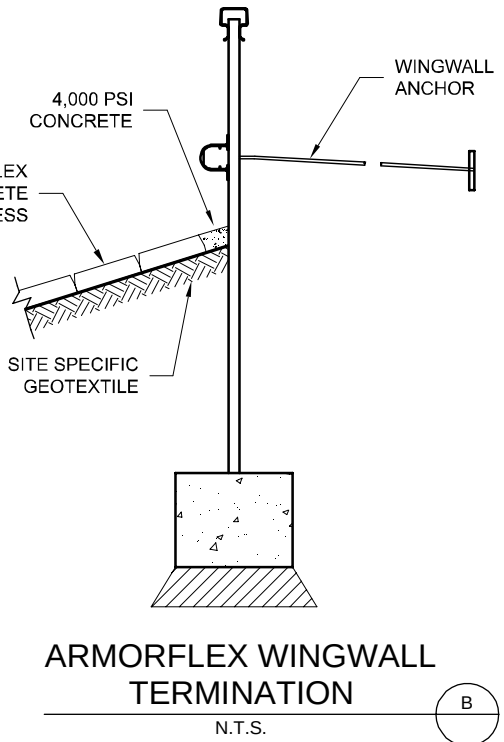
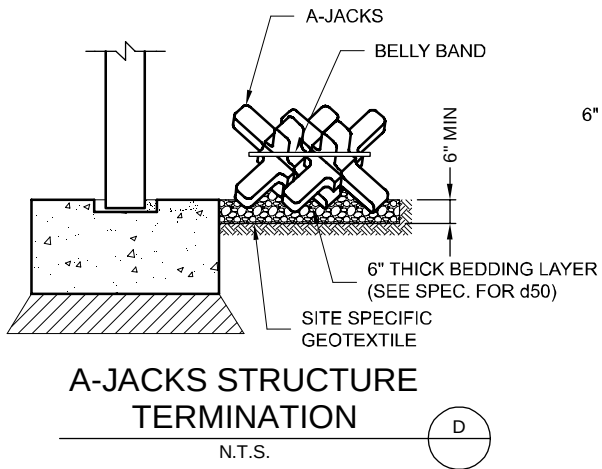
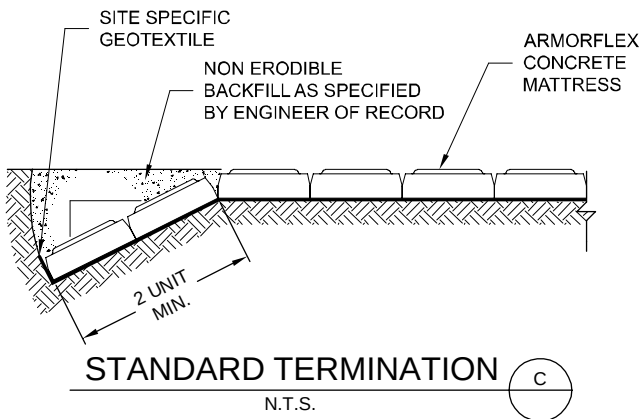
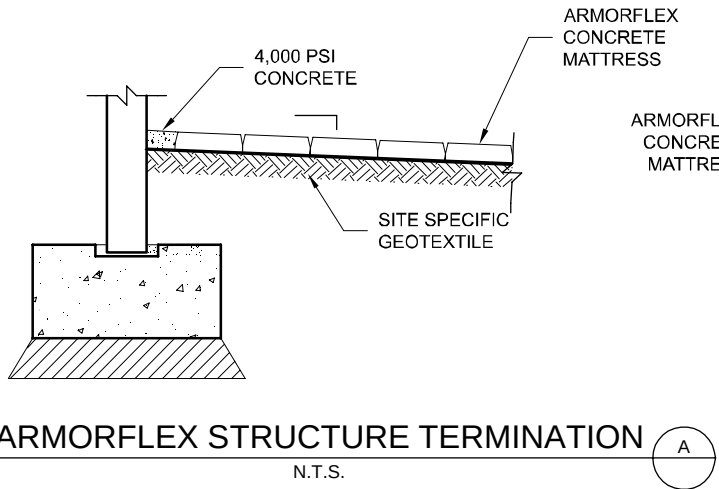
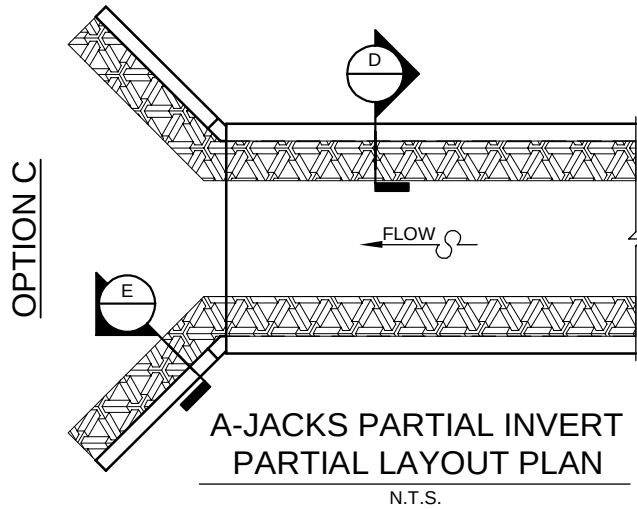
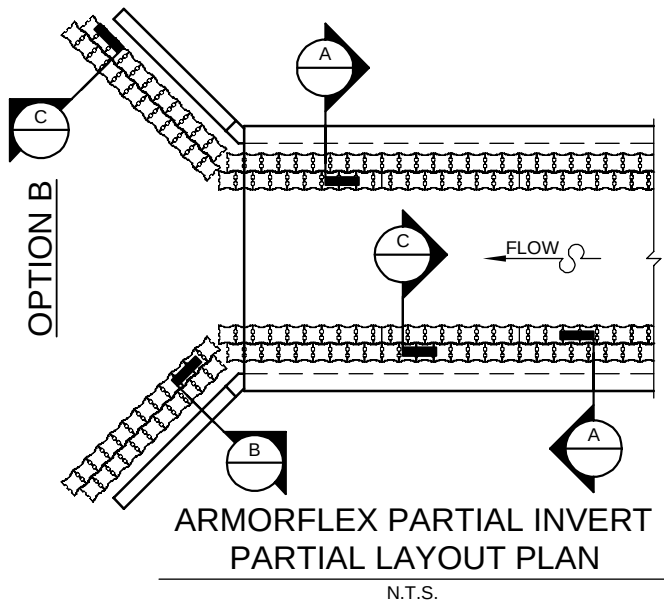
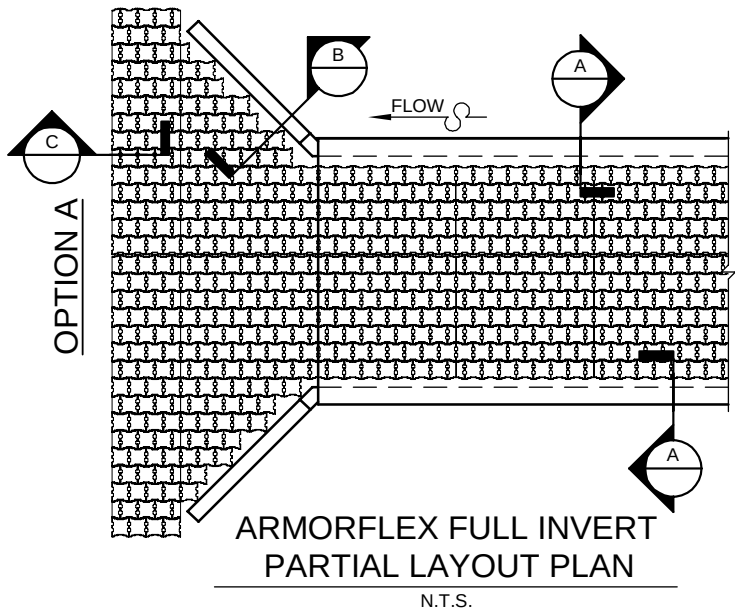
DYOB
DRAWING

ALBC
EXPRESS FOUNDATION SAMPLES

PROJECT No.:	DATE:
DESIGNED: DYO	DRAWN: DYO
CHECKED: DYO	APPROVED: DYO
SHEET NO.: D9	OF D10



A-JACKS PARTIAL INVERT
N.T.S.



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CONTECH
STRUCTURAL PLATE

DYOB
DRAWING

ALBC
ARMORTEC SAMPLES

PROJECT No.:	DATE:
DESIGNED: DYO	DRAWN: DYO
CHECKED: DYO	APPROVED: DYO
SHEET NO.: D10	OF D10

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.I.

TO: City Council

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

FROM: Joe Bodi, Deputy Director, Public Works
Tina Deater, Community Development Director
Michael Burgess, Public Works Director
Krystal Strickland, Finance Director

DATE: October 28, 2024

SUBJECT: DO 20-02 The Charles Right-of-Way Permanent Acceptance – South Mattie M. Kelly Blvd

I. BACKGROUND: City Council approved The Charles Final Development Order 20-02 for Arris Destin on November 4, 2019 and accepted the right-of-way for preliminary acceptance June 5, 2023. The project included right-of-way (ROW) dedication identified in the **Transportation Corridor Management Plan** in **Land Development Code (LDC) Article 8.01.00.E**.

II. DISCUSSION: As required by the **Land Development Code (LDC) Article 2. 20.00.F.1.** for permanent acceptance, the applicant, Arris Destin, maintained the infrastructure for a minimum period of one year from the preliminary acceptance date. During the maintenance period, the City inspected all improvements at mid-year and prior to permanent acceptance by City Council. The City Engineer advised the developer in writing of any corrective measures required during the maintenance period. The end of the maintenance period has been reached, and the developer is requesting that City Council take the improvements for permanent acceptance into the City's maintenance program.

The Engineering Division and Public Works Staff have inspected the facilities and reviewed all documentation, and determined that the project improvements have satisfied the required maintenance period requirements and are eligible for permanent acceptance.

A. Link to Strategic Goals / Objectives: Improved mobility and connectivity

B. Effect on Budget (EOB): The annual maintenance budget for this segment of road is estimated at \$9,342.00.

C. Level of Service (LOS): Upon completion, the South Mattie M. Kelly Blvd. to 98 Palms and Mattie M. Kelly Blvd. will improve the level of service within the

Town Center and City.

D. Legislative Sponsor:

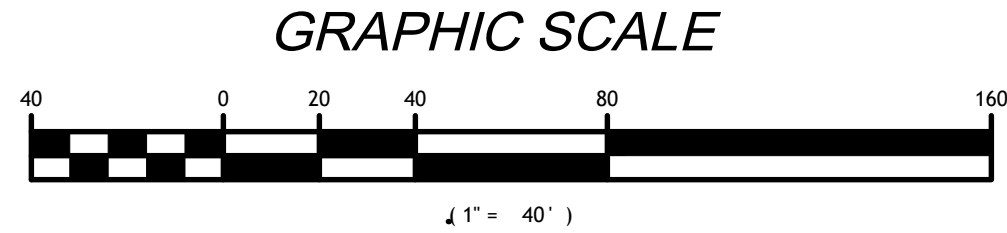
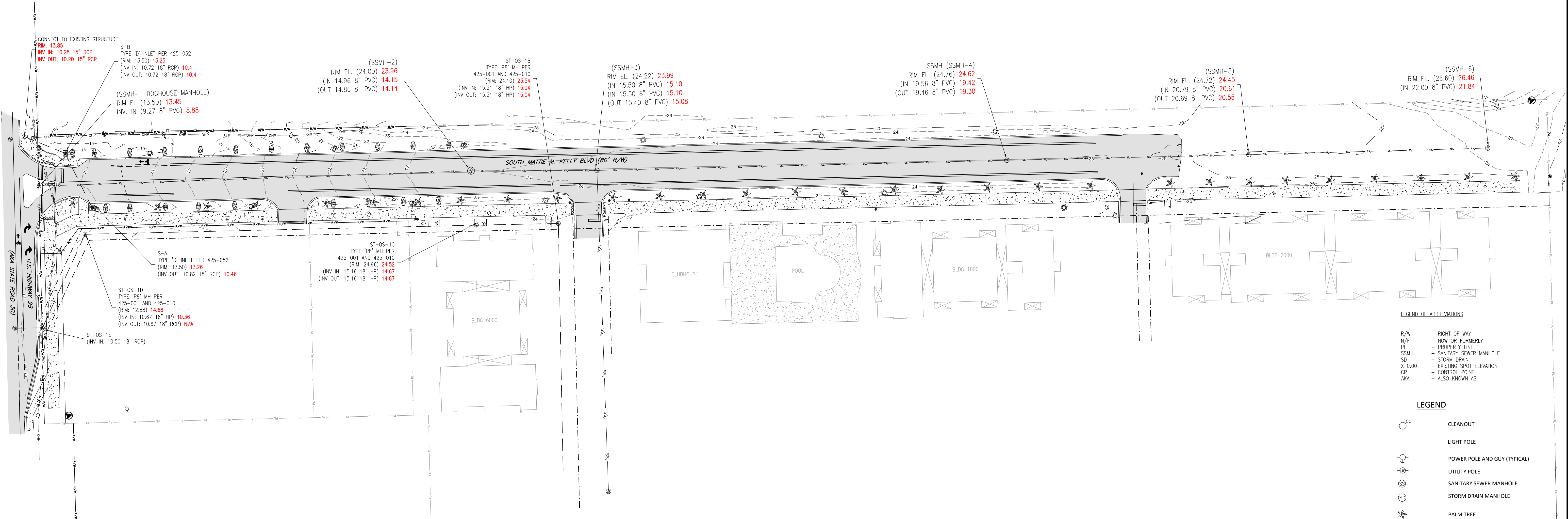
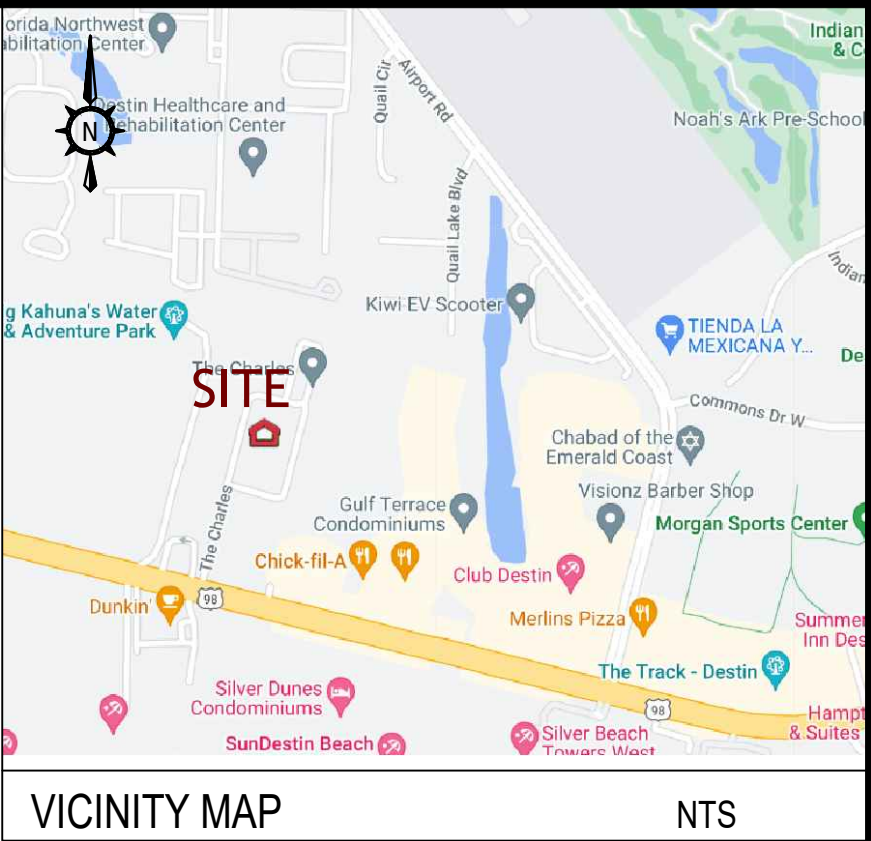
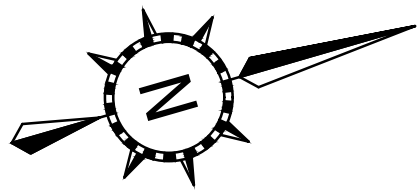
III. CONCLUSION: Staff has inspected the roadway/infrastructure and concurs with the successful completion of the warranty period and recommends permanent acceptance.

Under the current Code (**Article 8.01.00.A**), the developer is responsible for maintenance of all landscaping in perpetuity. Following the one-year warranty and City Council approval, the City will be responsible for the hardscape, including unimproved ROW, sidewalk, curbing, roadway, lighting and stormwater.

IV. RECOMMENDED MOTION: I move that City Council approve the permanent acceptance of the constructed infrastructure within the South Mattie M. Kelly Blvd. ROW, as constructed pursuant to The Charles Development Order, and place the roadway into the City's inventory for permanent maintenance.

Attachments:

1. 22-449_ASBUILT MATTIE KELLY
BLVD_REVISED SIGNED_4-27-23



4417 COUNTY ROAD 2214
TROY, AL 36079
OFFICE: 334-403-4204
FAX: 334-460-9851

179 HONEYSUCKLE ROAD SUITE 5
DOTHAN, AL 36305
OFFICE: 334-661-4030

1401 RUCKER BLVD
ENTERPRISE, AL 36330
OFFICE: 334-347-5184
FAX: 334-460-9851

34565 U.S. HIGHWAY 31, SUITE C
STAPLETON, AL 36578
OFFICE: 251-937-1434

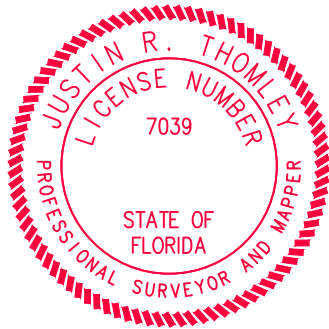
17799 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH, FL 32413
OFFICE: 334-403-4204

SHEET TITLE: AS-BUILT SURVEY		
SHEET NUMBER: 01 01 OF 01	SURVEY END DATE: 4/14/2023	PROJECT NO: 22-449
	DRAWING SCALE: 1"=40'	DRAWN BY: AJA
	DRAWING END DATE: 4/26/2023	CHECKED BY: JRT

U.S. HIGHWAY 98

DESTIN
OKALOOSA COUNTY, FLORIDA

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STATE OF FLORIDA
COUNTY OF OKALOOSA

THE SURVEY SHOWN HEREON WAS PREPARED FOR ARRIS HOLDINGS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS SET FORTH IN CHAPTER 5J-17.051 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.008 AND SECTION 472.027 OF THE FLORIDA STATUTES AND TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ACCORDING TO MY SURVEY THIS THE 26TH DAY OF APRIL, 2023

Justin R Thomley

JUSTIN R. THOMLEY, FLORIDA LS 7039

Digitally signed by Justin R Thomley
DN: c=US, o=HARRIS, ou=Qualifier-A0141000000178F5A6CA10000015A,
cn=Justin R Thomley
Date: 2023.04.27 08:41:23 -0500

NOTES:

- ABOVE GROUND IMPROVEMENTS HAVE BEEN LOCATED AS SHOWN, UNDERGROUND UTILITIES HAVEN'T BEEN VERIFIED AND ARE NOT SHOWN HEREON.
- HORIZONTAL DATUM: NORTH AMERICAN DATUM 1983.
- VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM 1988.
- THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY WHERE THE PROPERTY IS LOCATED.
- LIABILITY TO THE SURVEYOR SHALL NOT EXCEED THE AMOUNT PAID FOR THIS SURVEY.
- THIS SURVEY MAP OR REPORT OR THE COPIES OF THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, OR ELECTRONICALLY SIGNED PER 5J-17.062 OF THE FLORIDA ADMINISTRATIVE CODE.
- THIS DRAWING IS INTENDED TO BE PRINTED ON 34X22. IF PRINTED IN A DIFFERENT SIZE THE SCALE WILL BE INACCURATE.
- BUILDINGS 1000, 2000 AND 6000, CLUBHOUSE AND POOL ARE FROM AS-BUILTS PERFORMED BY PLS GROUP, INC.
- CP-1, NORTHING: 509818.389, EASTING: 1347123.576, ELEVATION: 13.60
- CP-5, NORTHING: 511081.296, EASTING: 1347212.386, ELEVATION: 27.44

LEGEND OF ABBREVIATIONS

R/W - RIGHT OF WAY
N/F - NOW OR FORMERLY
PL - PROPERTY LINE
SSMH - SANITARY SEWER MANHOLE
SD - STORM DRAIN
X 0.00 - EXISTING SPOT ELEVATION
CP - CONTROL POINT
AKA - ALSO KNOWN AS

LEGEND

CLEANOUT
LIGHT POLE
POWER POLE AND GUY (TYPICAL)
UTILITY POLE
SANITARY SEWER MANHOLE
STORM DRAIN MANHOLE
PALM TREE
ROAD SIGN
GRATE INLET
TELEPHONE PEDESTAL
BIKE LANE
CONCRETE
ASPHALT PAVING
TAP PAD
ELEVATIONS FROM PLANS
ELEVATIONS (AS-BUILT)

MAJOR CONTOUR
MINOR CONTOUR
RIGHT OF WAY LINE
APPROXIMATE ADJOINING PROPERTY LINES
EASEMENT
STORM SEWER LINE
EXISTING SEWER LINE
OVERHEAD POWER LINE
UTILITY EASEMENT LINE

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: November 4, 2024
BOARD/COMMITTEE: City Council
TYPE OF AGENDA ITEM: Action Item
OUTLINE NUMBER: 3.J.

TO: City Council

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

FROM: Tina Deater, Community Development Director
 Steve O'Connor, Deputy Community Development Director
 Daniel Butler, Senior Planner

DATE: October 25, 2024

SUBJECT: 503 Norriego Road, Residential Marine Construction, HWB-001463-2024

I. BACKGROUND: William F. Davis Construction, Inc., on behalf of A R Blossman, has applied for the removal of an existing boat lift and surrounding catwalk (totaling approximately 117 sq ft) and replacing that area with a newly constructed 3' x 36' (approximately 108 sq ft) straight catwalk, with the installation of five (5) new tie off piles.

Project Details: The applicant seeks a recommendation of approval from the City Council for a Residential Marine Construction project proposing a dock with:

Total Square Feet:	108 (-9 SF net square footage)
Total Number of Piers or Docks:	1 Pier
Total Length:	36'
Total Slip Density:	4
Located in the Destin Harbor:	Yes

II. DISCUSSION: The applicant seeks approval from the City Council for a Residential Marine Construction project located at 503 Norriego Road, within the Destin Harbor.

The City Council is being asked to review the proposed marine project per Land Development Code ***Section 11.05.01 - General regulations; prohibitions*** and ***Section 11.05.02 – Permitting procedures***. Below are the Staff's findings with respect to ***Section 11.05.01*** and ***Section 11.05.02***; items not applicable to this project are marked "Not Applicable."

11.05.01. General regulations; prohibitions. *This article establishes and regulates*

procedures and standards by which the City controls and regulates development, construction and activities within and contiguous to the Harbor and waterways of Destin. The following regulations and prohibitions shall apply to the Harbor and waterways of Destin:

A. No person shall construct or add to an existing dock, seawall, bulkhead, mooring or piling, modify an existing submerged land lease, or conditions thereto, or conduct dredge or fill operations in, or contiguous to, the Harbor or waterways of Destin without first obtaining the proper authorization from the appropriate federal, state and City agencies.

Staff response: *The applicant has submitted for authorization from all appropriate agencies.*

B. The addition or modification of a boat lift or pilings within an existing legal and conforming boat slip shall not require the review of the Harbor and Waterways Board or the City Council. Rather, a copy of the U.S. Army Corps of Engineers permit, DEP permit, and a homeowner's association approval (if applicable) shall accompany a completed application for a building permit, provided no additional slips are created.

Staff response: *Not applicable.*

C. No fish carcasses and debris shall be discharged into the Harbor or waterways of Destin.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

D. No person who maintains or operates a dock shall allow or permit the disposal of fish carcasses, litter, waste petroleum products or other pollutants into the Harbor or waterways of Destin. Trash disposal receptacles shall be anchored to each dock to ensure compliance with the provisions of this article.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

E. No fuel or oil shall be willfully or knowingly discharged in the Harbor or waterways of Destin. No dock which sells fuel or oil shall be constructed, operated or maintained in the Harbor or waterways of Destin unless an oil abatement plan, in accordance with Coast Guard guidelines, is available at each dock. The Destin Harbor and Waterways Board shall review and recommend approval or disapproval of each oil abatement plan to the City Council, which shall have approval authority. Each existing dock which sells fuel or oil shall develop and have approved an oil abatement plan acceptable to the City. All new docks which sell fuel or oil shall develop and have an approved oil abatement plan, which is acceptable to the City, prior to receiving a building permit from the City.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to. This is a residential dock; therefore, no fuel or oil will be sold, and an oil abatement plan is not required.*

F. No new or existing dock shall be constructed or modified such that the length of any pier as completed is greater than 20 percent of the width of the Harbor or waterway at the place where the pier is located, or out 200 feet, whichever is less, except in Choctawhatchee Bay.

Staff response: *Not applicable, as the existing dock complies with this regulation and there is no proposed expansion of length to the dock.*

G. No piling(s) shall be added to the waterward end of any pier which piling(s) would make the total length of the dock more than 200 feet, or 20 percent of the waterway, whichever is less, except in Choctawhatchee Bay.

Staff response: *Not applicable, as the existing dock complies with this regulation and there is no proposed expansion of length to the dock.*

H. No vessel shall be moored or docked on the waterward end of any pier of the maximum legal length, as determined pursuant to subsection F above, for more than 72 hours.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

I. No dock shall be constructed which permits the commercial docking of boats with on-board toilets unless such the dock is equipped with a sewage pump-out.

Staff response: *Not applicable.*

J. No dock shall be constructed which permits the docking of a live-aboard unless such vessel has an operable holding tank.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

K. No boat shall be moored in the Harbor or waterways of Destin such that it constitutes a hazard to navigation.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

L. No dock shall be constructed such that it constitutes a hazard to navigation.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

M. Excepting docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, no dock shall be longer than the width, at the mean high-water line, of the lot to which the dock is attached.

Staff response: *Not applicable, as the existing dock complies with this regulation and there is no proposed expansion of length to the dock.*

- i. For those docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, a dock may be constructed to a length of 1.5 times the width of the property at the mean high-water line, provided the length of the dock does not exceed the maximum length established by paragraphs F and G above.

Staff response: *Not applicable, as the existing dock complies with this regulation and there is no proposed expansion of length to the dock.*

- ii. For the purpose of this subsection, lots may be combined with neighboring lots. However, no dock may exceed the limitations specified in subsection F above.

Staff response: *Not applicable, as the existing dock complies with this regulation and there is no proposed expansion of length to the dock.*

N. No dock shall be constructed or modified such that slip density exceeds one slip per eight linear feet of waterfront footage except that, on canals, no lot may have more than one slip per 45 linear feet of waterfront. However, all lots riparian to a canal shall be entitled to at least two slips on the canal.

Staff response: *The proposed dock alteration complies with this regulation.*

O. No boat or vessel, entering into, exiting or operating within the Destin Harbor shall operate at such speed that would create a wake that endangers other boats or vessels, swimmers or other persons within the Destin Harbor, or would contribute to any adjacent land erosion.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

P. No heated or cooled water may be emitted into the Harbor, waterways, or the Harbor canals other than from a boat.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

Q. No pier shall extend more than six feet into a canal right-of-way.

Staff response: *The proposed dock complies with this regulation.*

R. No discharge of water shall contain phosphorous or any other substance likely to cause a violation of the water quality standards specified in Chapter 17-302, Florida Administrative Code.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

S. No dock or vessel shall be placed within the 25-foot setback of a property line without providing prior written notification to the adjoining landowners and requesting their response. Any objections received from the adjoining property owners will be considered by the Harbor and Waterways Board in their recommendations to the City Council.

Per Land Development Code **Section 11.05.02 K.**, in water bodies of less than 100 feet in width, owners of property on the opposing shore to the proposed construction shall be provided with written notification of the proposed construction. Any objections received will be provided to the Harbor and Waterways Board and the City Council.

Staff response: *Staff sent the attached Property Owner's Notice on September 3, 2024.*

T. No dock shall unreasonably interfere with the riparian rights of others.

Staff response: *Staff sent the attached Property Owner's Notice on September 3, 2024. As proposed, the riparian rights of others are not interfered with.*

U. No dock of 100 feet or longer shall be constructed unless a white navigation/security night-light is installed at the furthest point seaward on said dock and such light is to be illuminated continuously from dusk to dawn every night of the year. All existing docks 100 feet or longer shall install and operate a navigation/security light pursuant to this subsection. Each light shall be installed within 90 days after adoption of this Code.

Staff response: *Not applicable.*

V. No commercially operated boat docking facilities shall be permitted or operated unless equipped with firefighting facilities as specified by the City.

Staff response: *Not applicable.*

W. No construction shall be allowed which violates any provision of the Standard Building Code, as adopted by the City.

Staff response: *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

X. No electrical or water service upon any dock shall be installed unless a permit is obtained from the Planning Department and Building Department for that service.

Staff response: *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

Y. No person, while operating a boat within the or waterways of Destin shall allow or permit the disposal of fish carcasses, litter, waste, petroleum products or other pollutants into the Harbor or waterways of Destin from such boats.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

Z. No lot, or multi-contiguous lots, with less than 50 feet of waterfront footage shall be allowed individual docks, unless they are parallel to the shoreline. However, docks may be allowed under the provisions of subsection 11.05.01.M.2.

Staff response: Not applicable.

Pursuant to **Section 11.05.03, Land Development Code (LDC)**, all construction shall be inspected by the City Building Inspector for compliance with applicable building codes. The applicant shall be responsible for the condition and repair of permitted docks and failure to maintain said docks in a safe condition shall constitute grounds for revocation of the permit.

PUBLIC COMMENT:

Staff have received no comments from the public to date.

- A. **Link to Strategic Goals / Objectives:** IV. Enhanced quality of life and safety for families.
- B. **Effect on Budget (EOB):** N/A
- C. **Level of Service (LOS):** N/A
- D. **Legislative Sponsor:**

III. CONCLUSION: The applicant requests City Council approval for a Residential Marine Construction project located at 503 Norriego Road. Additionally, the applicant provided a receipt of submittal from the Florida Department of Environmental Protection (FDEP), Self-Certification File No: 0451100001EE.

City Staff reviewed the application and determined that the plans comply with **LDC Section 11.05.00, Marina Siting**, and the Coastal Management Element of the City's Comprehensive Plan (**Coastal Management Element Policy 6-1.1.6**).

The Harbor and Waterways Board met on October 24, 2024 and voted 5-0 to recommend approval of the marine construction project proposed at 503 Norriego Road, for the removal of an existing boat lift and surrounding catwalk (totaling approximately 117 sq ft) and replacing that area with a newly constructed 3' x 36' (approximately 108 sq ft) straight catwalk, with the installation of five (5) new tie off piles, with the following conditions:

- 1. All applicable Federal or State approvals shall be submitted with the Marine Construction Permit application; and
- 2. All regulations of the City's Marina Siting **LDC Section 11.05.00** shall be adhered to and followed at all times.

IV. RECOMMENDED MOTION: I move to approve the marine construction project proposed at 503 Norriego Road, for the removal of an existing boat lift and surrounding catwalk (totaling approximately 117 sq ft) and replacing that area with a newly constructed 3' x 36' (approximately 108 sq ft) straight catwalk, with the installation of five (5) new tie off piles, with the following conditions:

- 1. All applicable Federal or State approvals shall be submitted with the Marine

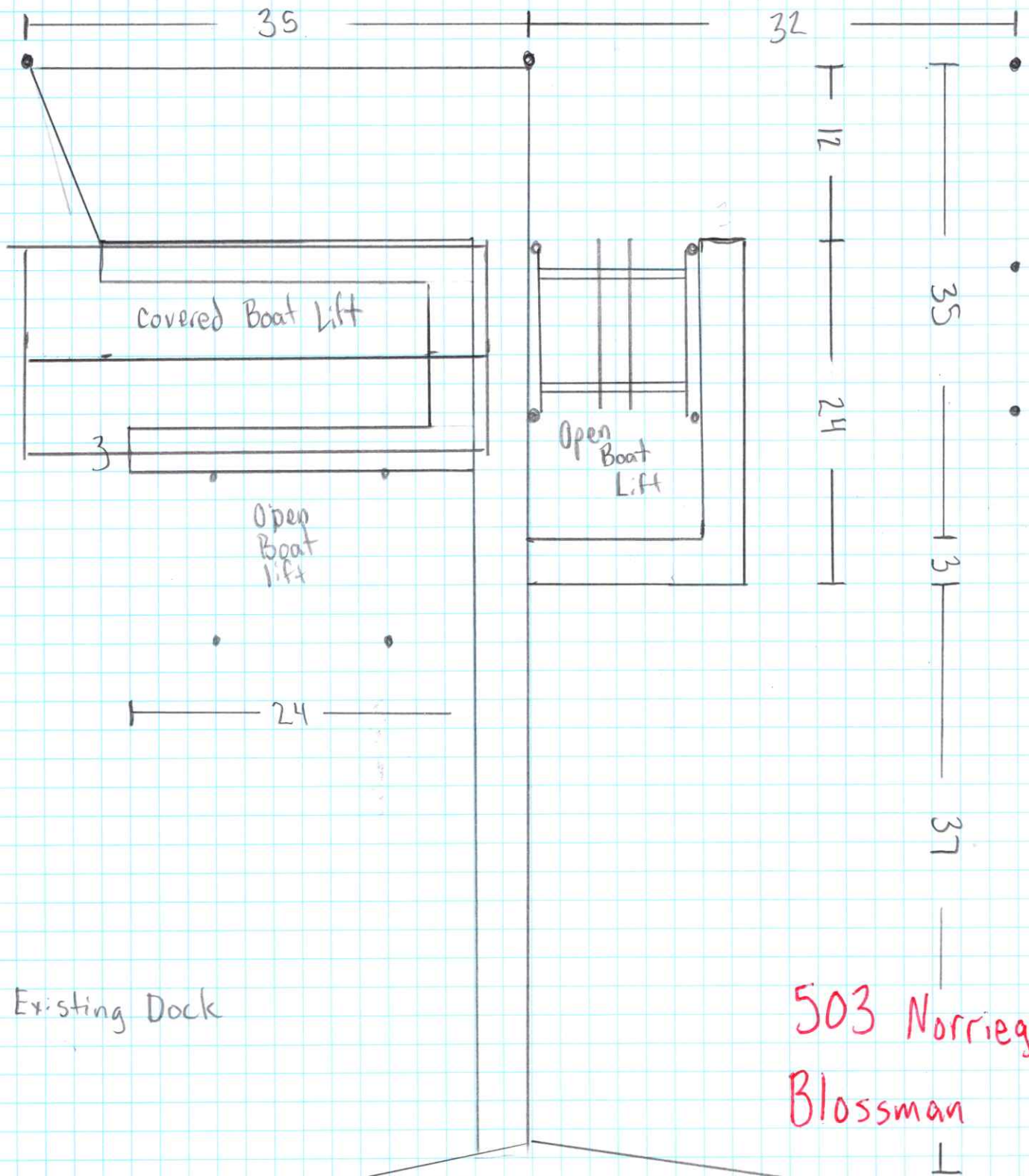
Construction Permit application; and

2. All regulations of the City's Marina Siting *LDC Section 11.05.00* shall be adhered to and followed at all times.

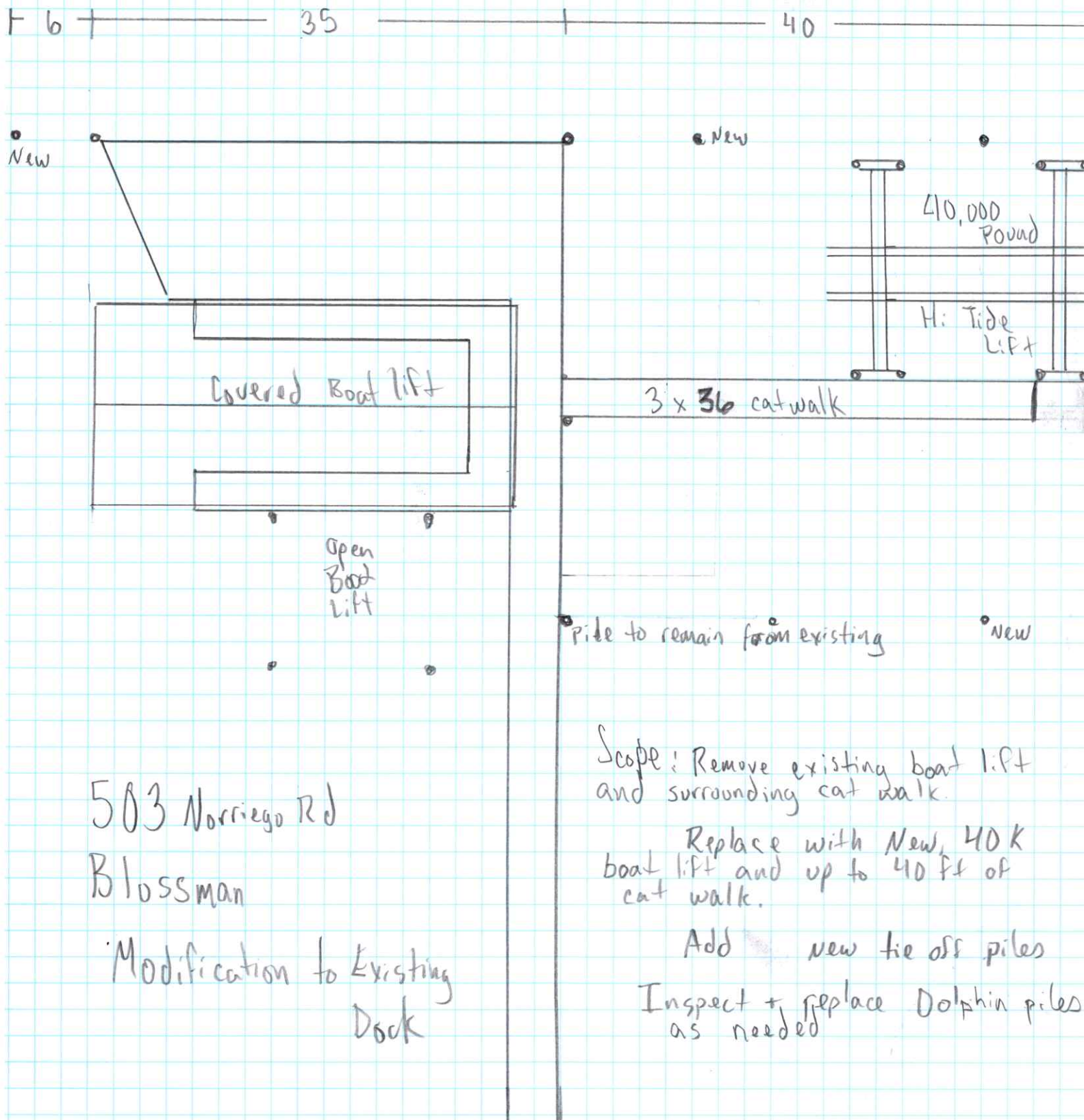
Attachments:

1. 1. 503 Norriego Existing Conditions
2. 2. 503 Norriego Proposed Conditions
3. 3. FDEP Self-Certification Submittal
4. 4. 503 Norriego HOA Approval
5. 5. Adjacent Property Notification
6. 6. Boundary Survey
7. 7. Agent Affidavit
8. 8. Proof of Ownership
9. 9. 503 Norriego Location
10. 10. 503 Norriego FLUM & Zoning
11. 11. 503 Norriego Site Map

• Tie off piles not to scale •



• Replace if needed



From: no-reply@dep.state.fl.us 
Subject: FDEP ERP Self-Certification Receipt
Date: July 17, 2024 at 8:24 AM

To: kelce.wfdconstruction@yahoo.com

Cc: ERP.SELFCERTS@DEP.STATE.FL.US, SPGP@USACE.ARMY.MIL, NMFS.SER.PROGRAMMATICREVIEW@NOAA.GOV, <401_WQC_NOTIFICATIONS@usace.army.mil> 401_WQC_NOTIFICATIONS@USACE.ARMY.MIL, NWD_ERP_APPLICATIONS@FLORIDADEP.GOV



Mail Attachment

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Receipt for Submission

SELF-CERTIFICATION FOR A PROJECT AT A PRIVATE, RESIDENTIAL SINGLE-FAMILY DOCK

07/17/2024

Self-Certification File No.: **0451100001EE**

File Name: **503 Norriego Rd Destin, FL 32541 - Self-Certification Modify With Boat Lift (General)**

Dear **Kelce Shackley**: On **07/17/2024** you used the Florida Department of Environmental Protection's electronic Self Certification Process to certify compliance with the terms and conditions of the Single-Family Dock ERP Exemption Self Certification Process for a project at private, single-family residence located at:

LAT - Degrees: **30** Minutes: **23** Seconds: **21.7606**
LONG - Degrees: **-86** Minutes: **29** Seconds: **51.7303**
SITE ADDRESS: **503 Norriego Rd Destin, FL 32541**
COUNTY: **Okaloosa**

For:

A R Blossman
503 Norriego Rd Destin, FL 32541

You have certified that the project you propose to construct at the above location meets all the conditions of the Self-Certification Process. A project that is built in conformance to those conditions (attached for reference) will:

1. Qualify for a regulatory exemption under Section 403.813(1)(b) of the Florida Statutes (F.S.) and Chapter 62-330, Florida Administrative Code (F.A.C.). As such, it is exempt from the need to obtain a DEP Environmental Resource Permit;
2. Qualify for Consent by Rule or Letter of Consent (as applicable) under Chapter 253, F.S. and Chapter 18-21, F.A.C. (and Chapter 258, F.S. and Chapter 18-20, F.A.C., if applicable), when the project is located on submerged lands owned by the State of Florida.

Your Self-Certification is based solely on the information you provided under this process and applies only to the statutes and rules in effect when your certification was completed. The certification is effective only for the specific project proposed, and only if the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the Self-Certification Process. In addition, any substantial modifications in your plans should be submitted to the Department for review, as changes may result in a permit being required.

You have acknowledged that this Self Certification will automatically expire if:

1. Construction of the project is not completed within one year from the self-certification date;
2. site conditions materially change;
3. the terms, conditions, and limitations of the Self Certification are not followed; or
4. the governing statutes or rules are amended before construction of the project.

Completion of the Self Certification constitutes your authorization for Department or Corps personnel to enter the property for purposes of inspecting for compliance.

Receipt of this Self-Certification constitutes authorization to use sovereignty/state-owned submerged lands, as required by rule 18-21.005, F.A.C.

The authorization must be visibly posted during all construction activities.

In waters that are accessible to manatees, obtain information on your mandatory Manatee Protection sign by [clicking here](#).

FEDERAL STATE PROGRAMMATIC GENERAL PERMIT (SPGP)

You have certified that the project you propose to construct at the above location meets all the conditions of the SPGP Self-Certification Process and will be built in conformance to those conditions (attached for reference). Your proposed activity as certified is in compliance with the SPGP program. U.S. Army Corps of Engineers (Corps) Specific conditions apply to your project, attached. **No further permitting for this activity is required by the Corps. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.**

Notifications to the Corps. For all authorizations under this SPGP VI-R1, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:

1. Commencement Notification. Within 10 days before the date of initiating the work authorized by this permit or for each phase of the authorized project, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps
2. Corps Self-Certification Statement of Compliance form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the "Self-Certification Statement of Compliance" form (attached) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
3. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.
4. Reporting Address. The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to the following address.
 - a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.
 - b. For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2015-2575 on all submittals.

This SPGP Self-Certification is based solely on the information you provided under this process and applies only to the statutes and rules in effect when your certification was completed. You have recognized that your certification is effective only for the specific project proposed, and provided the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the SPGP Self-Certification Process. This Self-Certification will not apply if any substantial modifications are made to the project. You agree to contact the Department for review of any plans to construct additional structures or to modify the project, as changes may result in a permit being required.

You have acknowledged that this Self-Certification will automatically expire if:

1. construction of the project is not completed by midnight, July 27, 2026, unless construction commenced or a contract to construct was executed before July 27, 2026, in which case the time limit for completing the work authorized by the SPGP ends at midnight, July 27, 2027. However, in no case can construction continue for more than one year beyond the Self-Certification date;
2. site conditions materially change;
3. the terms, conditions, and limitations of the Self-Certification are not followed; or
4. the governing statutes or rules are amended before construction of the project.

Completion of the Self-Certification constitutes your authorization for Department or Corps personnel to enter the property for purposes of inspecting for compliance.

If you have any questions, please contact your local Department District Office. Contact information can be found at: https://floridadep.gov/sites/default/files/SLERC_contacts_web_map_01-2017_0.pdf.

For further information, contact the Corps directly at: <https://www.saj.usace.army.mil/Missions/Regulatory.aspx>. When referring to your project, please use the SPGP Self-Certification file number listed above.

Authority for review - an agreement with the U.S. Army Corps of Engineers entitled Coordination Agreement between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection State Programmatic General Permit, Section 10 of the Rivers and Harbor Act of 1899 and Section 404 of the Clean Water Act.

ADDITIONAL INFORMATION

This Self-Certification Process does not relieve you from the responsibility of obtaining other permits or authorizations from other agencies (federal, state, Water Management District, or local) that may be required for the project. Failure to obtain all applicable authorizations prior to construction of the project may result in enforcement.

If you have any questions or issues with the attached documents, please contact your local Department District Office:
Northwest District
NWD_ERP_Applications@FloridaDEP.gov

Sincerely,
Florida Department of Environmental Protection.

Attachments:
FDEP Terms and Conditions

SPGP Terms and Conditions
Project Design Criteria



46a31e2937541
6cc3f6...83.pdf



ed6dda79a1af2
5cbffdf...23.pdf



ProjectDesignCr
iteria_1_01.pdf

From: Becky Carver admin@holidayisleimprovement.com
Subject: Re: 503 Norriego
Date: July 25, 2024 at 11:56 AM
To: Kelce Shackley kelce.wfdconstruction@yahoo.com

BC

The ARB met on Wednesday, 7/24/2024 and has approved the application for the project at 503 Norriego Rd to remove the existing boat lift and 136 sf of the surrounding dock, and replace with new boat lift and 120 sf dock in a new configuration; add 5 new pilings, and replace additional pilings as needed. The HIIA permit fee is \$40.00; if a dumpster will be on the property at any time during the project, a \$2,000.00 refundable Construction Deposit will be required. The HIIA permit can be issued once a copy of the building permit issued by the City of Destin and the HIIA permit fee have been submitted to our office.

Becky Carver
Administrative Assistant
Holiday Isle Improvement Association, Inc.
225 Main Street #19
Destin, FL 32541

P: 850-837-4753
F: 850-837-4984

On Fri, Jul 19, 2024 at 9:46 AM Kelce Shackley <kelce.wfdconstruction@yahoo.com> wrote:

[Yahoo Mail: Search, Organize, Conquer](#)

On Fri, Jul 19, 2024 at 9:11 AM, Becky Carver
<admin@holidayisleimprovement.com> wrote:

thank you!

Becky Carver
Administrative Assistant
Holiday Isle Improvement Association, Inc.
225 Main Street #19
Destin, FL 32541

P: 850-837-4753
F: 850-837-4984

On Fri, Jul 19, 2024 at 8:52 AM Kelce Shackley <kelce.wfdconstruction@yahoo.com> wrote:

I forgot y'all needed a survey with the permit app. I'll get it over as soon as I can.

Thank you,

Kelce Shackley
William F Davis Construction, Inc.



Community Development Planning Division

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

September 3, 2024

Subject: Notification of Harbor & Waterways Board (HWB) Application Submittal for Residential Marine Construction – 503 Norriego Rd.

Dear Property Owner:

This letter is to notify you of a proposed marine construction project at **503 Norriego Rd.** The Marine Construction application requires Harbor & Waterways Board review and recommendation. **The Application will be heard by the Harbor & Waterways Board at 5:30 p.m. at the Destin City Hall Annex, 4100 Indian Bayou Trail on Thursday, October 24, 2024.**

As an owner of property located near this project, *Destin Land Development Code (LDC) Sections 2.17.00 & 11.05.01.S* require a written notice providing you with the following information. This project proposes new marine construction in proximity to your property line; therefore, The City is requesting your input on the matter. If you would like to provide any comments you may respond by sending an email to the email address listed below, or by appearing before the Harbor & Waterways Board.

This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide a response to the email address provided below.

1. Name of Owner: Blossman A R JR
2. Name of Agent: William Davis, William F. Davis Construction, Inc.
3. Address of Project: 503 Norriego Rd.
4. Parcel ID Number: 00-2S-24-2186-000F-0160
5. Project Description: Remove existing boat lift and surrounding catwalk totaling 108 sq ft. Replace with 108 sq ft of straight catwalk and new 40k boat lift. Inspect and replace dolphin piles as needed. Install 5 new tie off piles.
6. Location of Application Package: To request that 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 (PRR) online: <http://www.cityofdestin.com/forms.aspx?fid=121>

If you have any questions or concerns regarding this letter, please do not hesitate to contact us at (850) 842-4669 or via email at planning@cityofdestin.com.

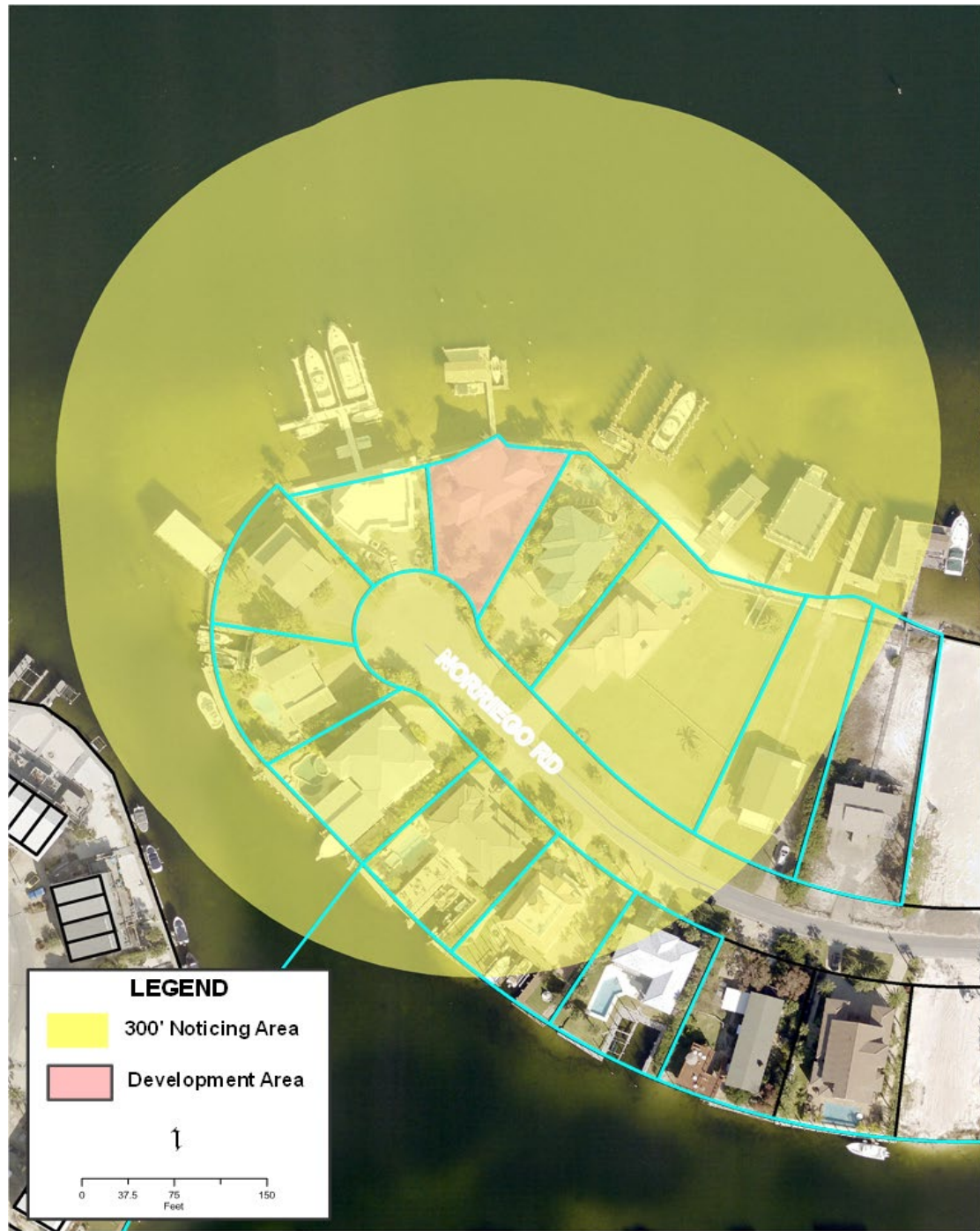
Sincerely,

Ashley Dominguez

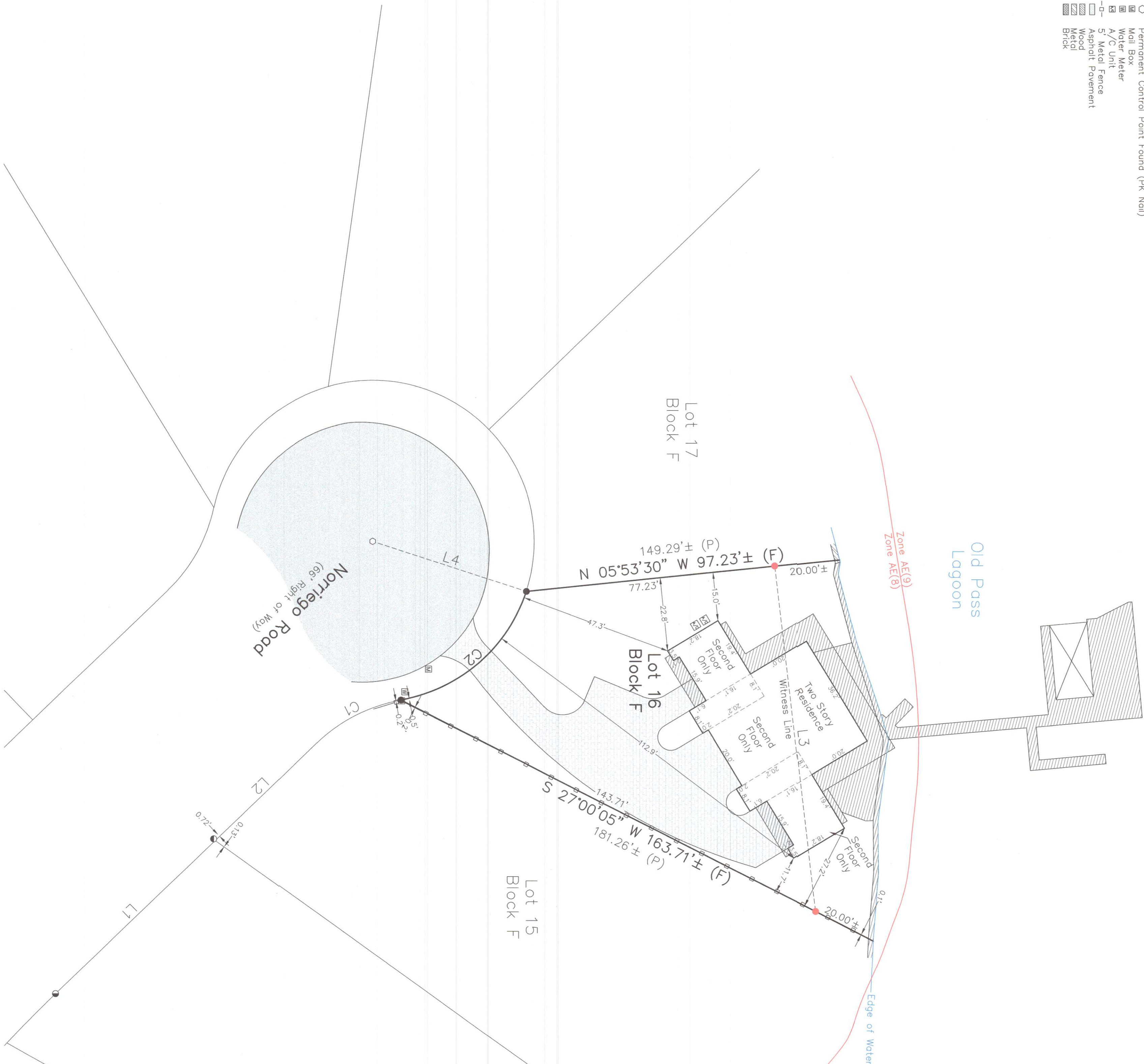
Ashley Dominguez
Planner



CC: Tina Deater, AICP, Community Development Director
Planning
Project File

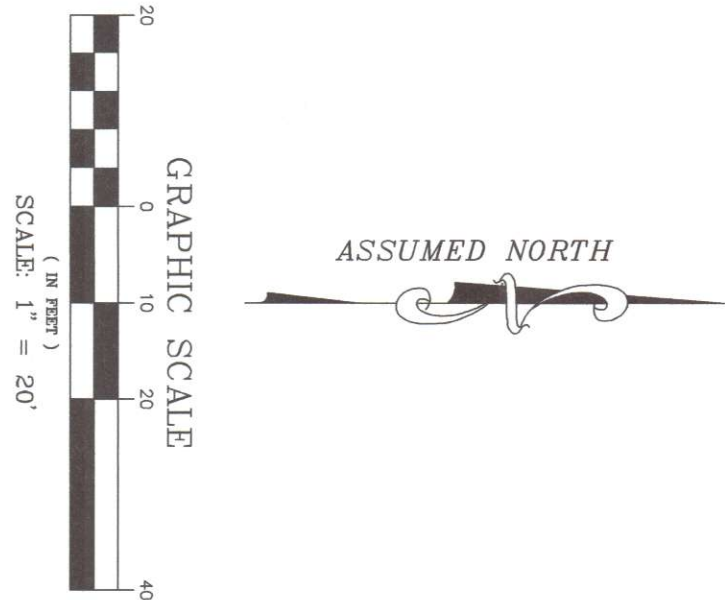


- LEGEND**
- (F) Field Distance and/or Bearing
 - (P) Property and/or Building
 - 1/2" Capped Iron Rod Set (LB 7584) Witness
 - 1/2" Capped Iron Rod Set (LB 7584) Witness
 - 1/2" Capped Iron Rod Found (LB 3724)
 - 1/2" Capped Iron Rod Found (LB 2535)
 - Deficient Control Point Found (PK Nail)
 - Metal
 - Water Meter
 - A/C Unit
 - S Metal Fence
 - Asphalt Pavement
 - Metal
 - Brick



CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DELTA
L1 (F)	28.92'	N 28°22'08" W	28.92'	30.16'
C1 (P)	28.92'	50.00'	N/A	N/A
C2 (F)	54.06'	N 41°00'42" W	51.47'	61°56'54"
L4 (F)	50.00'	N/A	N/A	N/A

LINE TABLE		
LINE	BEARING	LENGTH
L1 (F)	N 43°53'35" E	68.56'
L1 (P)	N 43°56'00" E	68.81'
L3 (P)	N 83°23'41" E	107.66'
L4 (F)	N 18°00'31" E	50.00'



ASSUMED NORTH

SURVEYORS' REPORT:

F.E.M.A. FLOOD INSURANCE RATE MAP NO. 12091C0488 J, DATED MARCH 9, 2021 INDICATES THAT THIS PROPERTY IS LOCATED IN ZONE X-1. FLOOD ZONE(S) SCALED TO THE FLOOD INSURANCE RATE MAP. THIS SURVEY WAS PREPARED FOR THE CLIENT'S USE AND PURPOSE AS SHOWN.

USAGE FOR ANY OTHER PURPOSE, REPRODUCTIONS (IN WHOLE OR IN PART) SHALL NOT BE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE SURVEYOR.

NO ATTEMPT HAS BEEN MADE BY VOELKER SURVEYING TO VERIFY TITLE. ACTUAL, LEGAL OR OTHER THAN THAT FURNISHED BY THE CLIENT OR HIS REPRESENTATIVE. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. PROPERTY IS SUBJECT TO ZONING SETBACKS AND RESTRICTIONS OF RECORD.

UTILITIES, BOTH OVERHEAD AND UNDERGROUND SHOWN, HAVE BEEN LOCATED FROM VISIBLE UTILITY FEATURES, AND PREVIOUS CONSTRUCTION DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN, COMPRISE ALL, SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION OR DEPTH AS SHOWN. THE SURVEYOR HAS NOT ATTEMPTED TO LOCATE THE UNDERGROUND UTILITIES, EXCEPT FOR ABOVE GROUND VISIBLE UTILITY FEATURES.

THIS COMPANY AND ITS EMPLOYEES HAVE MADE NO ATTEMPT TO PHYSICALLY LOCATE UNDERGROUND FEATURES, SUCH AS FOOTINGS AND OTHER UNDERGROUND IMPROVEMENTS.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

ALL TIES TO PUBLIC LAND SURVEY SYSTEM MONUMENTS ARE PURPORTED.

BEARINGS BASED ON THE NORTH RIGHT OF WAY OF NORTIEGO ROAD BEING N 43°56'00" W

REFERENCE MAPS:
O. A BOUNDARY SURVEY OF LOT 23, BLOCK F, HOLIDAY ISLE BY VOELKER SURVEYING, DATED APRIL 29, 2021.

LEGAL DESCRIPTION:

LOT 16, BLOCK F, HOLIDAY ISLE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 39, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

[Signature]

Ronald J. Voelker, Jr.
Florida Licensed Professional Surveyor and Mapper #6628



A BOUNDARY SURVEY FOR ALFRED AND ROYANNE BLOSSMAN	
Lot 16, Block F, Holiday Isle, Okaloosa County, Florida	
Job# 15344	Field Book: 716
Field Date: 23 May 2022	
APPROVED BY: RV	
DRAWN BY: DLG	
DATE: 24 May 2022	
SCALE: 1"=20'	
SHEET 1 OF 1	

110 Logan Lane, Suite 4
Phone: 850.231.6300 Fax: 850.231.6305

Santa Rosa Beach, Florida 32459
LB 7584 web: voelkersurvey.com

**AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS, THAT I, A R Blossman, Jr am
presently the owner and/or leaseholder at 503 Norriego Rd, Destin, and desiring
to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do
make, constitute and appoint William F Davis Construction, Inc
whose address is PO Box 1690, SRB, County of Walton, State of FL,
my Attorney-in-Fact to act as follows, GIVING AND GRANTING unto said attorney full power to act as
my agent in any and all matters pertaining to: permitting & city board meetings for dock additio.

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

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

OWNER

A R Blossman, Jr Agent & Attorney in
Fact for A.R. Blossman, Jr.

Signature

A R Blossman, Jr

Printed Name

STATE OF

LA

COUNTY OF

Orleans

The foregoing instrument was acknowledged before me by means of physical presence ☒ or online

notarization, this 7 day of August, 2024, by
(name of person acknowledging)

A R Blossman

Signature of Notary

M. Susan Judd
Printed Name of Notary or Seal

Bar # 18971

My commission is for life.

Personally known ☒ OR Produced Identification ☐

Type of Identification Produced _____

WFT

ASSIGNMENT OF SUBLEASE

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

WHEREAS, C. B. S. DEVELOPMENT CORPORATION was the Lessee under a certain Master Ground Lease dated September 9, 1961, recorded in Official Records Book 209, Page 123, of the Public Records of Okaloosa County, Florida, as amended by amendment heretofore recorded in Official Records Book 244, Page 348, of the Public Records of Okaloosa County, Florida, in which Master Ground Lease Okaloosa Island Authority was the Lessor; and

WHEREAS, said C. B. S. Development Corporation did heretofore sub-let to Destin Development Company, a certain portion of the land and property included in the aforesaid Master Ground Lease, as amended, which property so sub-let to Destin Development has been platted by Destin Development Company as a subdivision, according to the plat thereof recorded in Plat Book 4, Page 39, of the Public Records of Okaloosa County, Florida; and

96.00
35.20
10.00
141.20

WHEREAS, on the 29th day of March, 1974, DESTIN DEVELOPMENT COMPANY, a Florida Corporation, herein and therein called "DESTIN", entered into a Lease Agreement with RAY BROTHERS, INC., as recorded in Official Records Book 746, Page 755, of the Public Records of Okaloosa County, Florida; and

NOW, THEREFORE, RAY BROTHERS, INC., hereinafter referred to as "Assignor" desires to assign and transfer the same:

KNOW ALL MEN BY THESE PRESENTS: That RAY BROTHERS, INC. for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which Assignor does hereby acknowledge, said Assignor does hereby assign, transfer, set over and convey unto A. R. BLOSSMAN, JR. and wife, ROYANNE H. BLOSSMAN, as joint tenancy with right of survivorship, hereinafter referred to "Assignee", whose address is: 129 Riverwood Drive, Covington, Louisiana 70433, all right, title and interest in and to the following described property, to-wit:

Lot 16, Block F, HOLIDAY ISLE, RESIDENTIAL SECTION NO. 5, according to the plat thereof recorded in Plat Book 4, Page 39, of the Public Records of Okaloosa County, Florida.

AND for the considerations aforesaid, Assignor does hereby release, remise, quit claim and confirm unto Assignee, and their heirs, personal representatives and assigns, the real estate described hereinabove, together with all buildings and improvements thereon.

THIS INSTRUMENT PREPARED BY

James T. Edgfield
an officer of West Florida
Title Company
P. O. Box 728
Ft. Walton Beach, Florida 32548
in connection with the
issuance of Title Insurance

OFFICIAL RECORDS

IT is the intent and purpose of this instrument for Assignor to transfer to the Assignees all right, title, claim, equity, interest and ownership of Assignor in and to the above described property, the above described lease and the benefits accruing therefrom.

TO HAVE AND TO HOLD the same unto the Assignees, their heirs, personal representatives, successors and assigns.

BY acceptance of this instrument, Assignees covenant and agree to do and perform each and all of the commitments and covenants of the Assignors contained in the aforesaid agreement, including but not limited to the payment of all amounts required to be paid thereunder promptly and when due.

IN WITNESS WHEREOF this instrument has been executed this 13th day of July, 1978.

Signed, Sealed & Delivered in the presence of:

[Signature]
[Signature]

"ASSIGNOR"

RAY BROTHERS, INC.

[Signature]
WILLIAM RAY, JR., PRESIDENT

Signed, Sealed & Delivered in the presence of:

[Signature]
[Signature]

"ASSIGNEES"

A. R. BLOSSMAN, JR.

[Signature]
ROYANNE H. BLOSSMAN

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I hereby certify that on this day, before me, an officer duly authorized in the State and the County aforesaid to take acknowledgments, personally appeared WILLIAM RAY, JR. as PRESIDENT OF RAY BROTHERS, INC., to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid, this 13th day of July, 1978.

[Signature]
NOTARY PUBLIC

My Commission Expires November

STATE OF FLORIDA

COUNTY OF OKALOOSA

I hereby certify that on this day, before me, an officer duly authorized in the State and the County aforesaid to take acknowledgments, personally appeared A. R. BLOSSMAN, JR. and wife, ROYANNE H. BLOSSMAN, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State last aforesaid, this 14th day of July, 1978.

[Signature]
NOTARY PUBLIC

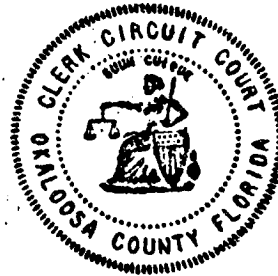
Notary Public, State of Florida
My Commission Expires July 12, 1980
Bonded by American Fire & Casualty Company

BOOK 984 PAGE 585

OFFICIAL RECORDS

[illegible]

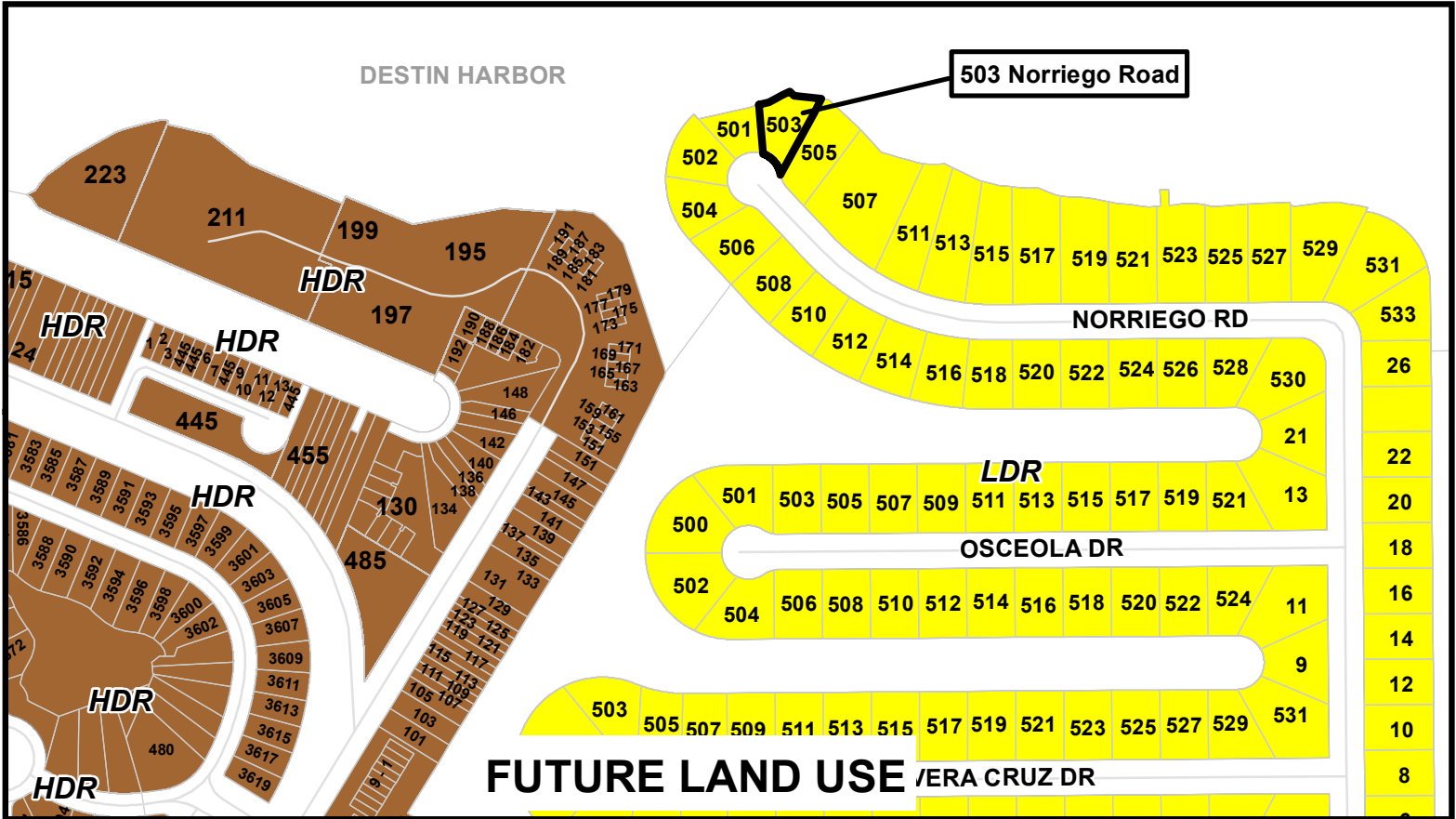
FLORIDA
JUL 12 1977
35.20



FILED
NEWMAN C. BRACKIN
CLERK CIRCUIT COURT
OKALOOSA COUNTY, FLA.
78 JUL 17 AM 11 42

527670

HWB-001463-2024



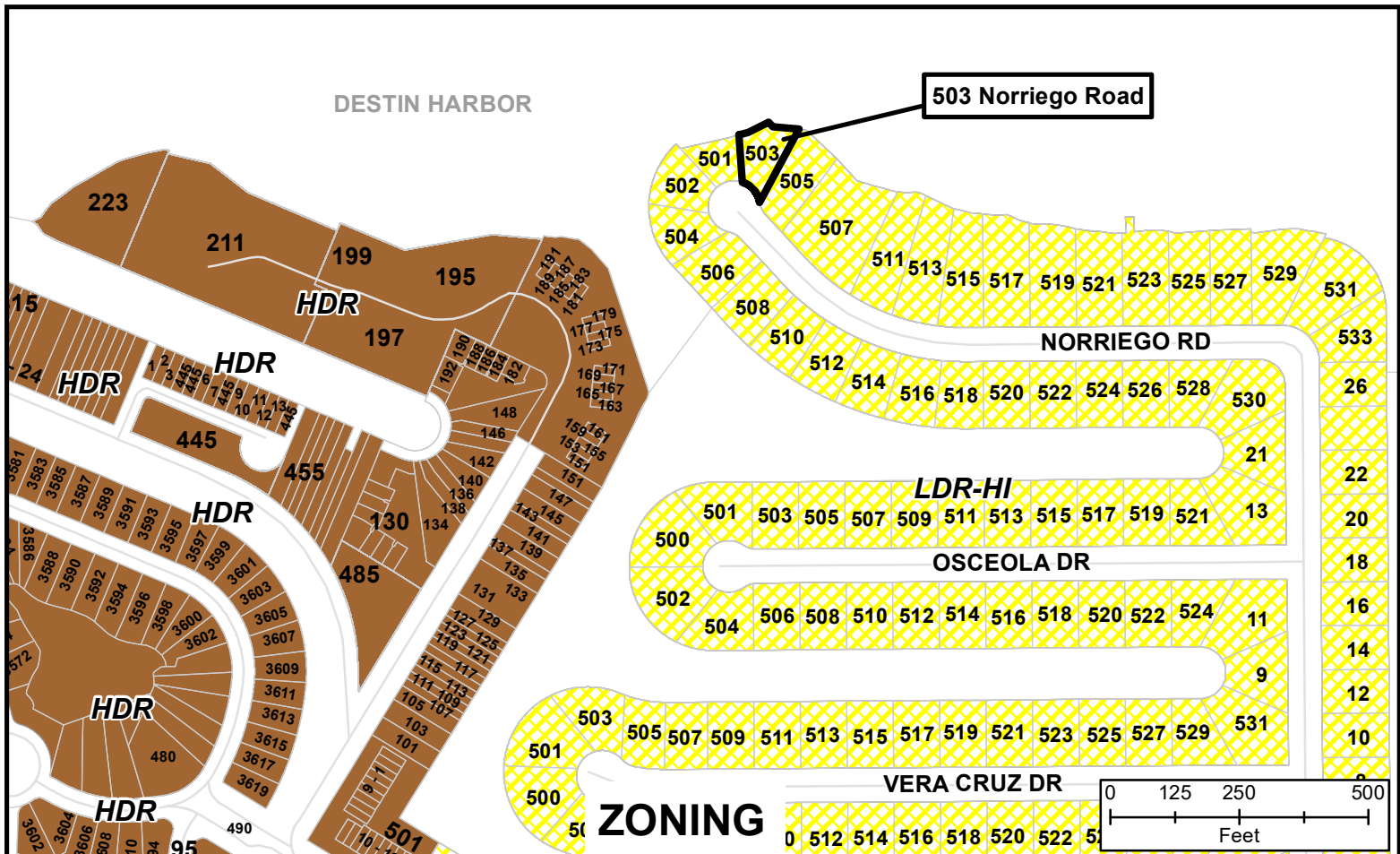
SITE



LOW DENSITY RESIDENTIAL



HIGH DENSITY RESIDENTIAL



SITE



LOW DENSITY RESIDENTIAL - HOLIDAY ISLE



HIGH DENSITY RESIDENTIAL

DESTIN HARBOR



Parcels



Site

HWB-001463-2024
503 Norriego Road



0 37.5 75 150
Feet

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: November 4, 2024
BOARD/COMMITTEE: City Council
TYPE OF AGENDA ITEM: Action Item
OUTLINE NUMBER: 3.K.

TO: City Council

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

FROM: Tina Deater, Community Development Director
 Steve O'Connor, Deputy Community Development Director
 Daniel Butler, Senior Planner

DATE: October 25, 2024

SUBJECT: 526 Norriego Road, Residential Marine Construction, HWB-001441-2024

I. BACKGROUND: Maraman Construction Inc., on behalf of Daniel & Tara Laborde, has applied for the construction of approximately 168 linear feet of seawall and approximately 60 linear feet of six foot (6') wide marginal dock.

Project Details: The applicant seeks approval from the City Council for a Residential Marine Construction project proposing a dock with:

Total Square Feet:	360
Total Number of Piers or Docks:	1 Dock
Total Length:	60' along MHWL, no more than 6' into the canal
Total Slip Density:	2 (Upland Cuts)
Located in the Destin Harbor:	Yes

II. DISCUSSION: The applicant requests City Council approval for residential marine construction located at 526 Norriego Road, on a canal of the Destin Harbor.

The City Council is being asked to review the proposed marine project per Land Development Code **Section 11.05.01 - General regulations; prohibitions** and **Section 11.05.02 – Permitting procedures**. Below are Staff's findings with respect to **Section 11.05.01** and **Section 11.05.02**; items not applicable to this project are marked "Not Applicable."

11.05.01. General regulations; prohibitions. *This article establishes and regulates procedures and standards by which the City controls and regulates development, construction and activities within and contiguous to the Harbor and waterways of Destin. The following regulations and prohibitions shall apply to the Harbor and waterways of Destin:*

A. No person shall construct or add to an existing dock, seawall, bulkhead, mooring or piling, modify an existing submerged land lease, or conditions thereto, or conduct dredge or fill operations in, or contiguous to, the Harbor or waterways of Destin without first obtaining the proper authorization from the appropriate federal, state and City agencies.

Staff response: *The applicant has submitted for authorization from all appropriate agencies.*

B. The addition or modification of a boat lift or pilings within an existing legal and conforming boat slip shall not require the review of the Harbor and Waterways Board or the City Council. Rather, a copy of the U.S. Army Corps of Engineers permit, DEP permit, and a homeowner's association approval (if applicable) shall accompany a completed application for a building permit, provided no additional slips are created.

Staff response: *Not applicable.*

C. No fish carcasses and debris shall be discharged into the Harbor or waterways of Destin.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

D. No person who maintains or operates a dock shall allow or permit the disposal of fish carcasses, litter, waste petroleum products or other pollutants into the Harbor or waterways of Destin. Trash disposal receptacles shall be anchored to each dock to ensure compliance with the provisions of this article.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

E. No fuel or oil shall be willfully or knowingly discharged in the Harbor or waterways of Destin. No dock which sells fuel or oil shall be constructed, operated or maintained in the Harbor or waterways of Destin unless an oil abatement plan, in accordance with Coast Guard guidelines, is available at each dock. The Destin Harbor and Waterways Board shall review and recommend approval or disapproval of each oil abatement plan to the City Council, which shall have approval authority. Each existing dock which sells fuel or oil shall develop and have approved an oil abatement plan acceptable to the City. All new docks which sell fuel or oil shall develop and have an approved oil abatement plan, which is acceptable to the City, prior to receiving a building permit from the City.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to. This is a residential dock; therefore, no fuel or oil will*

be sold, and an oil abatement plan is not required.

F. No new or existing dock shall be constructed or modified such that the length of any pier as completed is greater than 20 percent of the width of the Harbor or waterway at the place where the pier is located, or out 200 feet, whichever is less, except in Choctawhatchee Bay.

Staff response: *The proposed dock complies with this regulation. The canal is approximately 100' feet wide at this location, and the dock will extend a maximum of 6' into the canal.*

G. No piling(s) shall be added to the waterward end of any pier which piling(s) would make the total length of the dock more than 200 feet, or 20 percent of the waterway, whichever is less, except in Choctawhatchee Bay.

Staff response: *The proposed dock complies with this regulation.*

H. No vessel shall be moored or docked on the waterward end of any pier of the maximum legal length, as determined pursuant to subsection F above, for more than 72 hours.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

I. No dock shall be constructed which permits the commercial docking of boats with on-board toilets unless such the dock is equipped with a sewage pump-out.

Staff response: *Not applicable.*

J. No dock shall be constructed which permits the docking of a live-aboard unless such vessel has an operable holding tank.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

K. No boat shall be moored in the Harbor or waterways of Destin such that it constitutes a hazard to navigation.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

L. No dock shall be constructed such that it constitutes a hazard to navigation.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

M. Excepting docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, no dock shall be longer than the width, at the mean high-water line, of the lot to which the dock is attached.

Staff response: *Not applicable.*

- i. For those docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, a dock may be constructed to a length of 1.5 times the width of the property at the mean high-water line, provided the length of the dock does not exceed the maximum length established by paragraphs F and G above.

Staff response: *Not applicable.*

- ii. For the purpose of this subsection, lots may be combined with neighboring lots. However, no dock may exceed the limitations specified in subsection F above.

Staff response: *Not applicable.*

N. No dock shall be constructed or modified such that slip density exceeds one slip per eight linear feet of waterfront footage except that, on canals, no lot may have more than one slip per 45 linear feet of waterfront. However, all lots riparian to a canal shall be entitled to at least two slips on the canal.

Staff response: *The property complies with the slip density requirement, as it has two (2) slips within the upland cut.*

O. No boat or vessel, entering into, exiting or operating within the Destin Harbor shall operate at such speed that would create a wake that endangers other boats or vessels, swimmers or other persons within the Destin Harbor, or would contribute to any adjacent land erosion.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

P. No heated or cooled water may be emitted into the Harbor, waterways, or the Harbor canals other than from a boat.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

Q. No pier shall extend more than six feet into a canal right-of-way.

Staff response: *The proposed dock complies with this regulation.*

R. No discharge of water shall contain phosphorous or any other substance likely to cause a violation of the water quality standards specified in Chapter 17-302, Florida Administrative Code.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

S. No dock or vessel shall be placed within the 25-foot setback of a property line

without providing prior written notification to the adjoining landowners and requesting their response. Any objections received from the adjoining property owners will be considered by the Harbor and Waterways Board in their recommendations to the City Council.

Per Land Development Code **Section 11.05.02 K.**, in water bodies of less than 100 feet in width, owners of property on the opposing shore to the proposed construction shall be provided with written notification of the proposed construction. Any objections received will be provided to the Harbor and Waterways Board and the City Council.

Staff response: *Staff sent the attached Property Owner's Notice on July 26, 2024.*

T. No dock shall unreasonably interfere with the riparian rights of others.

Staff response: *Staff sent the attached Property Owner's Notice on July 26, 2024. As proposed, the riparian rights of others are not interfered with.*

U. No dock of 100 feet or longer shall be constructed unless a white navigation/security night-light is installed at the furthest point seaward on said dock and such light is to be illuminated continuously from dusk to dawn every night of the year. All existing docks 100 feet or longer shall install and operate a navigation/security light pursuant to this subsection. Each light shall be installed within 90 days after adoption of this Code.

Staff response: *Not applicable.*

V. No commercially operated boat docking facilities shall be permitted or operated unless equipped with firefighting facilities as specified by the City.

Staff response: *Not applicable.*

W. No construction shall be allowed which violates any provision of the Standard Building Code, as adopted by the City.

Staff response: *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

X. No electrical or water service upon any dock shall be installed unless a permit is obtained from the Planning Department and Building Department for that service.

Staff response: *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

Y. No person, while operating a boat within the or waterways of Destin shall allow or permit the disposal of fish carcasses, litter, waste, petroleum products or other pollutants into the Harbor or waterways of Destin from such boats.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

Z. No lot, or multi-contiguous lots, with less than 50 feet of waterfront footage shall be allowed individual docks, unless they are parallel to the shoreline. However, docks may be allowed under the provisions of subsection 11.05.01.M.2.

Staff response: Not applicable.

Pursuant to **Section 11.05.03, Land Development Code (LDC)**, all construction shall be inspected by the City Building Inspector for compliance with applicable building codes. The applicant shall be responsible for the condition and repair of permitted docks and failure to maintain said docks in a safe condition shall constitute grounds for revocation of the permit.

PUBLIC COMMENT:

Staff have received no comments from the public to date.

- A. **Link to Strategic Goals / Objectives:** IV. Enhanced quality of life and safety for families.
- B. **Effect on Budget (EOB):** N/A
- C. **Level of Service (LOS):** N/A
- D. **Legislative Sponsor:**

III. CONCLUSION: The applicant requests City Council approval for a residential marine construction project located at 526 Norriego Road. Additionally, the applicant provided a receipt of submittal from the Florida Department of Environmental Protection (FDEP), Self-Certification File No: 0440547001EE.

City Staff reviewed the application and determined that the plans comply with **LDC Section 11.05.00, Marina Siting**, and the Coastal Management Element of the City's Comprehensive Plan (**Coastal Management Element Policy 6-1.1.6**).

The Harbor and Waterways Board met on October 24, 2024 and voted 5-0 to recommend approval of the marine construction project proposed at 526 Norriego Road, for the construction of approximately 168 linear feet of seawall and approximately 60 linear feet of six foot (6') wide marginal dock, with the following conditions:

- 1. All applicable Federal or State approvals shall be submitted with the Marine Construction Permit application; and
- 2. All regulations of the City's Marina Siting **LDC Section 11.05.00** shall be adhered to and followed at all times.

IV. RECOMMENDED MOTION: I move to approve the marine construction project proposed at 526 Norriego Road, for the construction of approximately 168 linear feet of seawall and approximately 60 linear feet of six foot (6') wide marginal dock, with the following conditions:

- 1. All applicable Federal or State approvals shall be submitted with the Marine Construction Permit application; and
- 2. All regulations of the City's Marina Siting **LDC Section 11.05.00** shall be

adhered to and followed at all times.

Attachments:

1. 1. 526 Norriego Road Site Plan
2. 2. FDEP Self-Certification Submittal
3. 3. 526 Norriego Road Boundary Survey
4. 4. Adjacent Property Notification
5. 5. Proof of Ownership
6. 6. 526 Norriego Location
7. 7. 526 Norriego FLUM & Zoning
8. 8. 526 Norriego Site Map

FINISH FLOOR ELEVATION @ 10'-2"



Steve Weech <maramangc.steve@gmail.com>

DEP ERP Notification of Request for Water Quality Certification, ERP_440547 - Okaloosa county

1 message

no-reply@dep.state.fl.us <no-reply@dep.state.fl.us>

Fri, Sep 29, 2023 at 8:07 AM

To: maramangc.steve@gmail.com

Cc: ERP.SELFCERTS@dep.state.fl.us, 401_WQC_NOTIFICATIONS@usace.army.mil



**FLORIDA DEPARTMENT OF
Environmental Protection**

Ron DeSantis

Governor

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Jeanette Nuñez

Lt. Governor

Shawn Hamilton

Secretary

Receipt for Submission

NOTIFICATION OF REQUEST FOR WATER QUALITY CERTIFICATION

09/29/2023

Laborde

Self Certification File No.: 0440547001EE
File Name: 526 Norriego Road Destin, FL 32541
County: Okaloosa

The Department has received self_certification of exemption from, ERP ERP_440547 Stephen Weech at 526 Norriego Road Destin, FL 32541. The Department expressly waives state water quality certification for activities that are exempt under Rule 62-330.051 or 62-330.0511 F.A.C. in accordance with 62-330.062, F.A.C.



**Customer
Service
Survey**

noname
50K

DEP ERP Self-Certification Receipt

1 message

no-reply@dep.state.fl.us <no-reply@dep.state.fl.us>

Fri, Sep 29, 2023 at 8:07 AM

To: maramangc.steve@gmail.com

Cc: ERP.SELFCERTS@dep.state.fl.us, SPGP@usace.army.mil, NMFS.SER.PROGRAMMATICREVIEW@noaa.gov, CORPSJAXREG-NL@usace.army.mil, 401_WQC_NOTIFICATIONS@usace.army.mil, NWD_ERP_APPLICATIONS@floridadep.gov

**FLORIDA DEPARTMENT OF
Environmental Protection****Ron DeSantis**

Governor

Jeanette Nuñez

Lt. Governor

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400**Shawn Hamilton**

Secretary

Receipt for Submission**SELF-CERTIFICATION FOR A PROJECT AT A
PRIVATE, RESIDENTIAL SINGLE-FAMILY DOCK****09/29/2023**

Self-Certification File No.: 0440547001EE

File Name: 526 Norriego Road Destin, FL 32541 - Self Cert Exempt Dock (General)

Dear **Stephen Weech**: On **09/29/2023** you used the Florida Department of Environmental Protection's electronic Self Certification Process to certify compliance with the terms and conditions of the Single-Family Dock ERP Exemption Self Certification Process for a project at private, single-family residence located at:

LAT - Degrees: 30 Minutes: 23 Seconds: 15.2597
LONG - Degrees: -86 Minutes: 29 Seconds: 43.4663
SITE ADDRESS: 526 Norriego Road Destin, FL 32541
COUNTY: Okaloosa

For:

Tara Laborde

111 North Oak Street Hammond, LA 70401

You have certified that the project you propose to construct at the above location meets all the conditions of the Self-Certification Process. A project that is built in conformance to those conditions (attached for reference) will:

1. Qualify for a regulatory exemption under Section 403.813(1)(b) of the Florida Statutes (F.S.) and Chapter 62-330, Florida Administrative Code (F.A.C.). As such, it is exempt from the need to obtain a DEP Environmental Resource Permit.;
2. Qualify for Consent by Rule or Letter of Consent (as applicable) under Chapter 253, F.S. and Chapter 18-21, F.A.C. (and Chapter 258, F.S. and Chapter 18-20, F.A.C., if applicable), when the project is located on

submerged lands owned by the State of Florida.

Your Self-Certification is based solely on the information you provided under this process and applies only to the statutes and rules in effect when your certification was completed. The certification is effective only for the specific project proposed, and only if the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the Self-Certification Process. In addition, any substantial modifications in your plans should be submitted to the Department for review, as changes may result in a permit being required.

You have acknowledged that this Self Certification will automatically expire if:

1. Construction of the project is not completed within one year from the self-certification date;
2. site conditions materially change;
3. the terms, conditions, and limitations of the Self Certification are not followed; or
4. the governing statutes or rules are amended before construction of the project.

Completion of the Self Certification constitutes your authorization for Department or Corps personnel to enter the property for purposes of inspecting for compliance.

Receipt of this Self-Certification constitutes authorization to use sovereignty/state-owned submerged lands, as required by rule 18-21.005, F.A.C.

The authorization must be visibly posted during all construction activities.

In waters that are accessible to manatees, obtain information on your mandatory Manatee Protection sign by [clicking here](#).

FEDERAL STATE PROGRAMMATIC GENERAL PERMIT (SPGP)

Your project does not qualify for Federal Authorization under the State Programmatic General Permit. In addition to the Self-Certification process, you need to apply for federal authorization, unless your project was disqualified due to being in State-Assumed Waters. However, some projects in state-assumed waters may still need federal Section 10 authorization. Please contact the U.S. Army Corps of Engineers at <https://www.saj.usace.army.mil/Missions/Regulatory.aspx> for further information about how to receive authorization in order to proceed with your project.

ADDITIONAL INFORMATION

This Self-Certification Process does not relieve you from the responsibility of obtaining other permits or authorizations from other agencies (federal, state, Water Management District, or local) that may be required for the project. Failure to obtain all applicable authorizations prior to construction of the project may result in enforcement.

If you have any questions or issues with the attached documents, please contact your local Department District Office:
Northwest District

NWD_ERP_Applications@FloridaDEP.gov

Sincerely,
Florida Department of Environmental Protection

Attachments:
FDEP Terms and Conditions



2 attachments

[a34321d19ef45a37fa2f2fc3ead8793.pdf](#)
50K

 noname
50K

Foundation.dwg

T.B.M. #1

Norriego Road

(66' Right of Way)

Centerline Elevation=7.18'

T.B.M. #2

ASSUMED NORTH

GRAPHIC SCALE



SCALE: 1" = 20'

SURVEYOR'S REPORT:

F.E.M.A. FLOOD INSURANCE RATE MAP NO. 12091C0488 J, DATED MARCH 9, 2021 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE AE(8)", FLOOD ZONE(S) SCALED FROM THE AFOREMENTIONED FLOOD INSURANCE RATE MAP.

THIS SURVEY WAS PREPARED FOR THE CLIENT'S USE AND PURPOSE AS SHOWN. USAGE FOR ANY OTHER PURPOSE, REPRODUCTIONS (IN WHOLE OR IN PART) SHALL NOT BE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE SURVEYOR.

NO ATTEMPT HAS BEEN MADE BY VOELKER SURVEYING TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIPS, DEED RESTRICTIONS, EASEMENTS, OR OTHER BURDENS ON THE PROPERTY OTHER THAN THAT FURNISHED BY THE CLIENT OR HIS REPRESENTATIVE.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. PROPERTY IS SUBJECT TO ZONING SETBACKS AND RESTRICTIONS OF RECORD.

UTILITIES, BOTH OVERHEAD AND UNDERGROUND SHOWN, HAVE BEEN LOCATED FROM VISIBLE UTILITY FEATURES, AND PREVIOUS CONSTRUCTION DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN, COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES, EXCEPT FOR ABOVE GROUND VISIBLE UTILITY FEATURES.

THIS COMPANY AND ITS EMPLOYEES HAVE MADE NO ATTEMPT TO PHYSICALLY LOCATE UNDERGROUND FEATURES; SUCH AS FOOTINGS AND OTHER UNDERGROUND IMPROVEMENTS.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

ALL TIES TO PUBLIC LAND SURVEY SYSTEM MONUMENTS ARE PURPORTED, UNLESS OTHERWISE NOTED.

ALL ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM (1988), NATIONAL GEODETIC SURVEY, OPUS STATIC SOLUTION (GEOID 09)

T.B.M. #1 PK NAIL & DISK (VOELKER BENCHMARK), ELEVATION=7.04'

T.B.M. #2 PK NAIL & DISK (VOELKER BENCHMARK), ELEVATION=7.07'

BEARINGS BASED ON THE SOUTH RIGHT OF WAY OF NORRIEGO AVENUE BEING N 88°34'00" E

REFERENCE MAPS:

- A PLAT OF HOLIDAY ISLE RESIDENTIAL SECTION NO. 5 BY PATTERSON ASSOCIATES, INC.
- A BOUNDARY SURVEY OF LOT 27, BLOCK F, HOLIDAY ISLE RESIDENTIAL SECTION NO. 5 BY VOELKER SURVEYING, DATED AUGUST 20, 2015.
- A BOUNDARY & TOPOGRAPHIC SURVEY OF LOT 31, BLOCK F, HOLIDAY ISLE RESIDENTIAL SECTION NO. 5 BY VOELKER SURVEYING, DATED FEBRUARY 15, 2019.
- A BOUNDARY SURVEY OF LOT 26, BLOCK F, HOLIDAY ISLE RESIDENTIAL SECTION NO. 5 BY VOELKER SURVEYING, DATED SEPTEMBER 8, 2023.

LEGAL DESCRIPTION:

LOT 30, BLOCK F, HOLIDAY ISLE RESIDENTIAL SECTION NO. 5, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 39 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA.

LEGEND

- (F) Field Distance and/or Bearing
(P) Plat Distance and/or Bearing
● 1/2" Capped Iron Rod Found (LB 7584)
○ 1/2" Capped Iron Rod Found (LB 3724)
● 1/2" Capped Iron Rod Found (LB 3724) Witness
● 1/2" Capped Iron Rod Found (LB 7768)
● 1/2" Capped Iron Rod Found (LB 3501)
● Permanent Control Point Found (Voelker Benchmark)
⊕ 1/2" Iron Rod Found
⊗ 3/8" Iron Rod Found
▨ Asphalt Pavement
▨ Wood

LINE TABLE

LINE	LENGTH	BEARING
L1 (F)	32.94'	N 01°25'21" W

Voelker Surveying

110 Logan Lane, Suite 4

Phone: 850.231.6300 Santa Rosa Beach, Florida 32459

Fax: 850.231.6305

LB 7584

web: voelkersurvey.com

A BOUNDARY & TOPOGRAPHIC SURVEY

FOR

DUKE MARAMAN

Lot 30, Block F, Holiday Isle Residential Section No. 5, Okaloosa County, Florida

Job #: 16447

Field Date: 11 April 2024

Drawn By: DLG

Approved By: RV

Scale: 1"=20'

Date: 16 April 2024

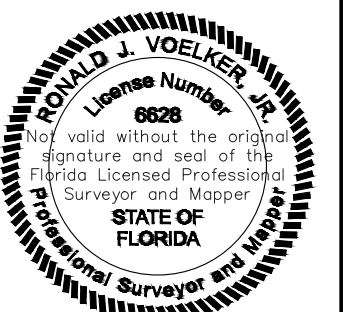
Field book: 758

Sheet 1 of 1

Ronald Voelker

Digitally signed by Ronald Voelker
Date: 2024.04.17 16:53:11 -05'00'

Ronald J. Voelker, Jr.
Florida Licensed Professional Surveyor and Mapper #6628



16 April 2024

Date



Community Development Planning Division

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

July 26, 2024

Subject: Notification of Harbor & Waterways Board (HWB) Application Submittal for Residential Marine Construction – 526 Norriego Rd.

Dear Property Owner:

This letter is to notify you of a proposed marine construction project at **526 Norriego Rd.** The Marine Construction application requires Harbor & Waterways Board review and recommendation. **The Application will be tentatively heard by the Harbor & Waterways Board at 5:30 p.m. at the Destin City Hall Annex, 4100 Indian Bayou Trail on Thursday, August 22, 2024.**

As an owner of property located near this project, *Destin Land Development Code (LDC) Sections 2.17.00 & 11.05.01.S* require a written notice providing you with the following information. This project proposes new marine construction within twenty-five (25) feet of your property line, or your property is located across a waterbody from the proposed construction and the waterbody is less than one hundred (100) feet in width.; therefore, the City is requesting your input on the matter. If you would like to provide any comments you may respond by sending an email to the email address listed below, or by appearing before the Harbor & Waterways Board.

This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide a response to the email address provided below.

1. Name of Owner: Daniel & Tara Laborde
2. Name of Agent: Jonathan Maraman, of Maraman Construction, Inc.
3. Address of Project: 526 Norriego Rd.
4. Parcel ID Number: 00-2S-24-2186-000F-0300
5. Project Description: Construction of approximately 168 linear feet of seawall and approximately 60 linear feet of six foot (6') wide marginal dock.
6. Location of Application Package: To request that 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 (PRR) online: <http://www.cityofdestin.com/forms.aspx?fid=121>

If you have any questions regarding this letter, please do not hesitate to contact us at (850) 842-4669 or via email at planning@cityofdestin.com.

Sincerely,

Daniel Butler
Senior Planner



CC: Tina Deater, AICP, Community Development Director
Planning
Project File

THIS DOCUMENT PREPARED BY:
Davage J. Runnels, III
Hall & Runnels
4399 Commons Dr East Ste 300
Destin, FL 32541

THE ABOVE SPACE IS RESERVED FOR RECORDING INFORMATION

LEASE ASSIGNMENT

THIS ASSIGNMENT made this 28 day of September, 2021, by C-Side Destin Properties, LLC, a Florida limited liability company whose address is 1520 Nina Hwy, Breau Bridge, Louisiana 70517 (hereinafter referred to as "Assignor") to Daniel J Laborde and Tara Monteleone Laborde, husband and wife (hereinafter referred to as "Assignee") whose mailing address is 111 N Oak St, Hammond, Louisiana 70401.

WITNESSETH

Assignor, for and in total consideration of \$10.00 and other valuable considerations, receipt of which is hereby acknowledged, hereby quitclaims, demises, assigns, grants, sells, bargains, aliens, remises, conveys and confirms unto the Assignee, all leasehold interest in that certain land situate in Okaloosa County, Florida, viz:

Lot 30, Block F, HOLIDAY ISLE RESIDENTIAL SECTION NO. 5, according to the map or plat thereof, as recorded in Plat Book 4, Page 39 of the Public Records of Okaloosa County, Florida.

Parcel Identification Number: 002S242186000F0300

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said premises unto the Assignee, their successors and assigns, for and during the full term and period of said Lease and any renewal periods, unless sooner terminated, upon the terms and conditions set forth below:

1. This Assignment is made subject to any and all restrictive covenants, lease conditions, assessments, if any, and other matters affecting the above-described real estate and leasehold interest therein, according to documents heretofore recorded in the public records of the county in which the property is situate.
2. By acceptance hereof, Assignee covenants that they will perform all of the terms and conditions under the recorded subleases, leases, and assignments as they relate to the subject property.

Assignor hereby covenants with Assignee that Assignor is lawfully seized of said leasehold interest; that Assignor has good right and lawful authority to sell and convey said leasehold interest; that the Assignor hereby fully warrants the title to said leasehold and will defend the same against the lawful claims of all persons whomsoever; and that said leasehold is free from all liens and encumbrances, except as stated above and taxes accruing subsequent to December 31, 2021.

IN WITNESS WHEREOF Assignors have set their hands and seal this 28th day of September, 2021.

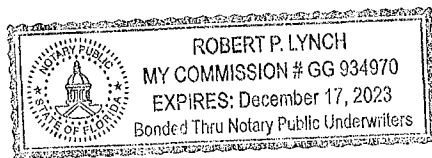

 witness #1 signature
Dwayne J Rouse
 type witness #1 name


 witness #2 signature
Robert M. Lynch
 type witness #2 name

(Witnesses as to both signatures)

STATE OF FL
 COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17 day of Sept, 2021, by Elizabeth Champagne and Robert M. Champagne, the Members/Managers of C-Side Destin Properties, LLC, a Florida limited liability company, on behalf of the company, who () is/are personally known to me or who (☒) produced Dr. Liane as identification and did not take an oath.

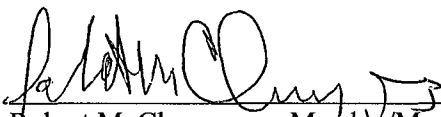


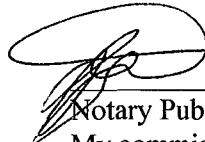
(Affix Seal)

ASSIGNOR:

C-Side Destin Properties, LLC, a Florida limited liability company


 Elizabeth Champagne, Member/Manager


 Robert M. Champagne, Member/Manager


 Notary Public
 My commission expires:
 Print Name: _____

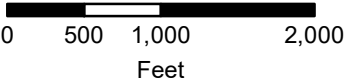


Parcels

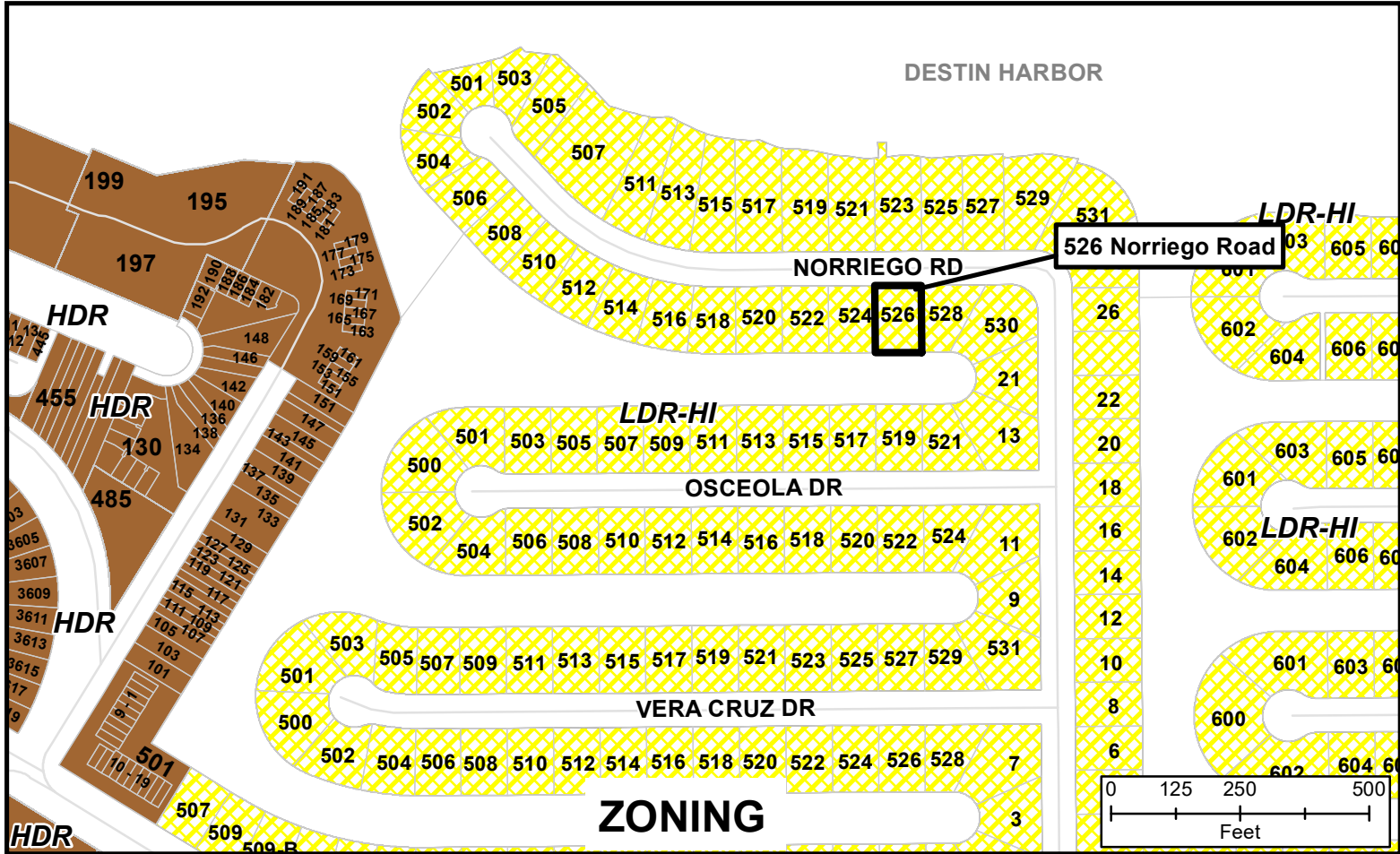
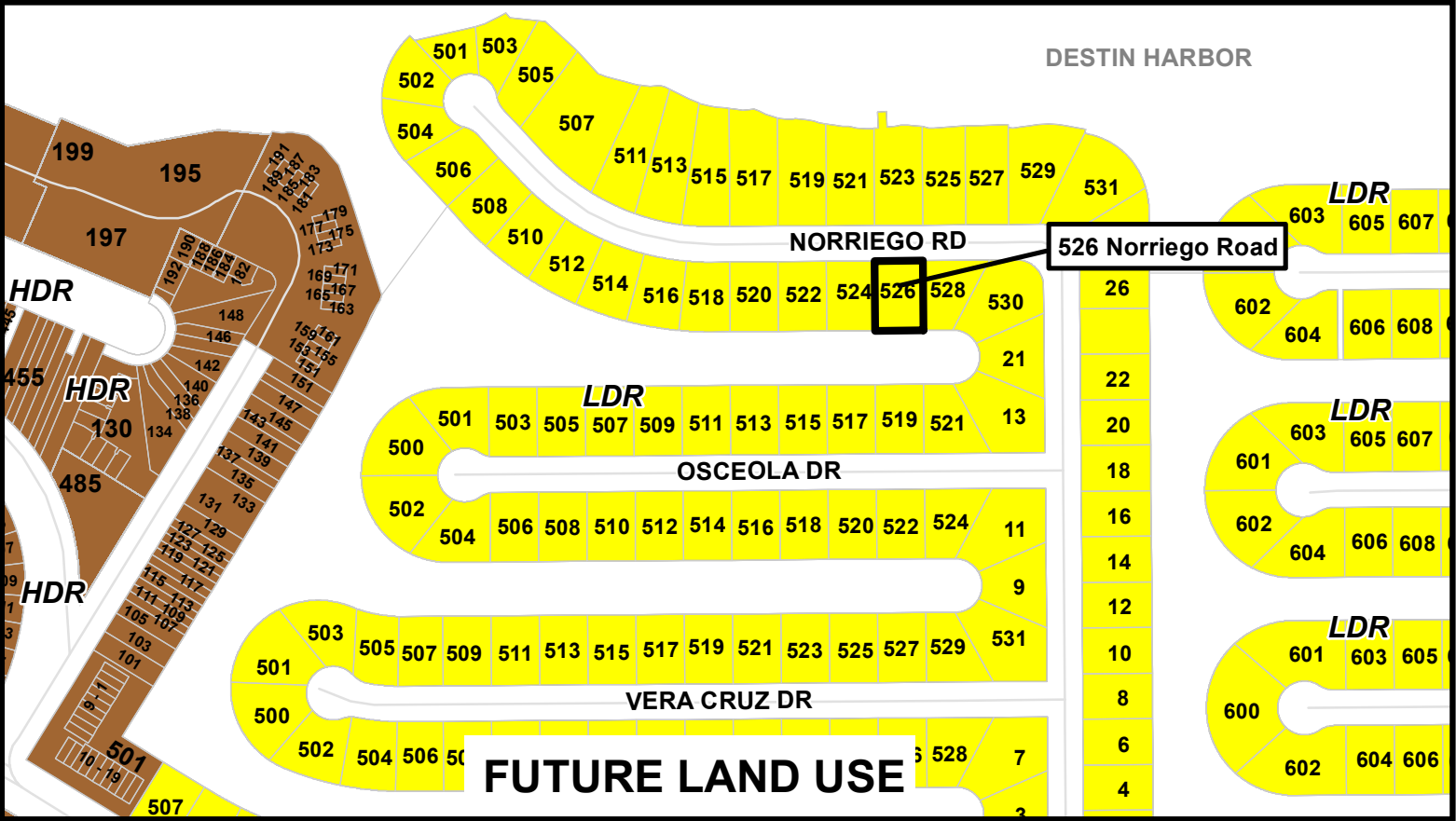


Site

HWB-001441-2024
526 Norriego Road



HWB-001441-2024





Parcels



Site

HWB-001441-2024
526 Norriego Road



0 37.5 75 150
Feet

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: November 4, 2024
BOARD/COMMITTEE: City Council
TYPE OF AGENDA ITEM: Action Item
OUTLINE NUMBER: 3.L.

TO: City Council

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

FROM: Daniel Butler, Senior Planner
Steve O'Connor, Deputy Community Development Director
Tina Deater, Community Development Director

DATE: October 25, 2024

SUBJECT: 531 Norriego Road, Residential Marine Construction, HWB-001398-2024

I. BACKGROUND: Compass Marine Group, LLC, on behalf of Michael Lawler, has applied for the replacement and partial expansion of an existing seawall, with a portion of the new seawall to be moved 8’9” waterward of the existing seawall.

Project Details: The applicant seeks approval from the City Council for a Residential Marine Construction project proposing to replace the existing seawall by expanding the seawall area. Most of the expansion is within 18” waterward of the existing seawall; however, along the eastern edge of the property, the new seawall is proposed approximately 8’ 9” waterward of the existing seawall and backfilled, tying into the neighbor’s existing seawall.

II. DISCUSSION: The applicant seeks City Council approval for residential marine construction located at 531 Norriego Road, within the Destin Harbor.

The City Council is being asked to review the proposed marine project per Land Development Code ***Section 11.05.01 - General regulations; prohibitions*** and ***Section 11.05.02 – Permitting procedures***. Below are Staff’s findings with respect to ***Section 11.05.01*** and ***Section 11.05.02***; items not applicable to this project are marked “Not Applicable.”

11.05.01. General regulations; prohibitions. *This article establishes and regulates procedures and standards by which the City controls and regulates development, construction and activities within and contiguous to the Harbor and waterways of Destin.*

The following regulations and prohibitions shall apply to the Harbor and waterways of Destin:

A. No person shall construct or add to an existing dock, seawall, bulkhead, mooring or piling, modify an existing submerged land lease, or conditions thereto, or conduct dredge or fill operations in, or contiguous to, the Harbor or waterways of Destin without first obtaining the proper authorization from the appropriate federal, state and City agencies.

Staff response: *The applicant has submitted for authorization from all appropriate agencies.*

B. The addition or modification of a boat lift or pilings within an existing legal and conforming boat slip shall not require the review of the Harbor and Waterways Board or the City Council. Rather, a copy of the U.S. Army Corps of Engineers permit, DEP permit, and a homeowner's association approval (if applicable) shall accompany a completed application for a building permit, provided no additional slips are created.

Staff response: *Not applicable.*

C. No fish carcasses and debris shall be discharged into the Harbor or waterways of Destin.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

D. No person who maintains or operates a dock shall allow or permit the disposal of fish carcasses, litter, waste petroleum products or other pollutants into the Harbor or waterways of Destin. Trash disposal receptacles shall be anchored to each dock to ensure compliance with the provisions of this article.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

E. No fuel or oil shall be willfully or knowingly discharged in the Harbor or waterways of Destin. No dock which sells fuel or oil shall be constructed, operated or maintained in the Harbor or waterways of Destin unless an oil abatement plan, in accordance with Coast Guard guidelines, is available at each dock. The Destin Harbor and Waterways Board shall review and recommend approval or disapproval of each oil abatement plan to the City Council, which shall have approval authority. Each existing dock which sells fuel or oil shall develop and have approved an oil abatement plan acceptable to the City. All new docks which sell fuel or oil shall develop and have an approved oil abatement plan, which is acceptable to the City, prior to receiving a building permit from the City.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to. This is a residential seawall; therefore, no fuel or oil will be sold, and an oil abatement plan is not required.*

F. No new or existing dock shall be constructed or modified such that the length of any

pier as completed is greater than 20 percent of the width of the Harbor or waterway at the place where the pier is located, or out 200 feet, whichever is less, except in Choctawhatchee Bay.

Staff response: *Not applicable, as the scope only includes a seawall.*

G. No piling(s) shall be added to the waterward end of any pier which piling(s) would make the total length of the dock more than 200 feet, or 20 percent of the waterway, whichever is less, except in Choctawhatchee Bay.

Staff response: *Not applicable, as the scope only includes a seawall.*

H. No vessel shall be moored or docked on the waterward end of any pier of the maximum legal length, as determined pursuant to subsection F above, for more than 72 hours.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

I. No dock shall be constructed which permits the commercial docking of boats with on-board toilets unless such the dock is equipped with a sewage pump-out.

Staff response: *Not applicable.*

J. No dock shall be constructed which permits the docking of a live-aboard unless such vessel has an operable holding tank.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

K. No boat shall be moored in the Harbor or waterways of Destin such that it constitutes a hazard to navigation.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

L. No dock shall be constructed such that it constitutes a hazard to navigation.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

M. Excepting docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, no dock shall be longer than the width, at the mean high-water line, of the lot to which the dock is attached.

Staff response: *Not applicable.*

i. For those docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, a dock may be constructed to a length of 1.5 times the width of

the property at the mean high-water line, provided the length of the dock does not exceed the maximum length established by paragraphs F and G above.

Staff response: *Not applicable.*

ii. For the purpose of this subsection, lots may be combined with neighboring lots. However, no dock may exceed the limitations specified in subsection F above.

Staff response: *Not applicable.*

N. No dock shall be constructed or modified such that slip density exceeds one slip per eight linear feet of waterfront footage except that, on canals, no lot may have more than one slip per 45 linear feet of waterfront. However, all lots riparian to a canal shall be entitled to at least two slips on the canal.

Staff response: *This property complies with the slip density requirement of the LDC, as there is one (1) slip within the upland cut.*

O. No boat or vessel, entering into, exiting or operating within the Destin Harbor shall operate at such speed that would create a wake that endangers other boats or vessels, swimmers or other persons within the Destin Harbor, or would contribute to any adjacent land erosion.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

P. No heated or cooled water may be emitted into the Harbor, waterways, or the Harbor canals other than from a boat.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

Q. No pier shall extend more than six feet into a canal right-of-way.

Staff response: *Not applicable, as the scope only includes a seawall and is not located on a canal.*

R. No discharge of water shall contain phosphorous or any other substance likely to cause a violation of the water quality standards specified in Chapter 17-302, Florida Administrative Code.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

S. No dock or vessel shall be placed within the 25-foot setback of a property line without providing prior written notification to the adjoining landowners and requesting their response. Any objections received from the adjoining property owners will be considered by the Harbor and Waterways Board in their recommendations to the City Council.

Staff response: *Staff sent the attached Property Owner's Notice on August 26, 2024.*

T. No dock shall unreasonably interfere with the riparian rights of others.

Staff response: *Staff sent the attached Property Owner's Notice on August 26, 2024 and has not received any feedback. As proposed, the riparian rights of others are not interfered with.*

U. No dock of 100 feet or longer shall be constructed unless a white navigation/security night-light is installed at the furthest point seaward on said dock and such light is to be illuminated continuously from dusk to dawn every night of the year. All existing docks 100 feet or longer shall install and operate a navigation/security light pursuant to this subsection. Each light shall be installed within 90 days after adoption of this Code.

Staff response: *Not applicable.*

V. No commercially operated boat docking facilities shall be permitted or operated unless equipped with firefighting facilities as specified by the City.

Staff response: *Not applicable.*

W. No construction shall be allowed which violates any provision of the Standard Building Code, as adopted by the City.

Staff response: *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

X. No electrical or water service upon any dock shall be installed unless a permit is obtained from the Planning Department and Building Department for that service.

Staff response: *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

Y. No person, while operating a boat within the or waterways of Destin shall allow or permit the disposal of fish carcasses, litter, waste, petroleum products or other pollutants into the Harbor or waterways of Destin from such boats.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

Z. No lot, or multi-contiguous lots, with less than 50 feet of waterfront footage shall be allowed individual docks, unless they are parallel to the shoreline. However, docks may be allowed under the provisions of subsection 11.05.01.M.2.

Staff response: *Not applicable.*

Pursuant to **Section 11.05.03, Land Development Code (LDC)**, all construction shall be inspected by the City Building Inspector for compliance with applicable building codes. The applicant shall be responsible for the condition and repair of permitted docks and

failure to maintain said docks in a safe condition shall constitute grounds for revocation of the permit.

PUBLIC COMMENT:

Staff have received no comments from the public to date.

- A. **Link to Strategic Goals / Objectives:** IV. Enhanced quality of life and safety for families.
- B. **Effect on Budget (EOB):** N/A
- C. **Level of Service (LOS):** N/A
- D. **Legislative Sponsor:**

III. CONCLUSION: The applicant requests City Council approval for a residential marine construction project located at 531 Norriego Road. Additionally, the applicant provided a permit from the Florida Department of Environmental Protection (FDEP), Permit #0430234-003-EI/46. Additionally, the applicant provided Staff with the required United States Army Corps of Engineers (USACE) proof of submittal. USACE approval shall be submitted with the Building Permit application.

City Staff reviewed the application and determined that the plans comply with ***LDC Section 11.05.00, Marina Siting***, and the Coastal Management Element of the City's Comprehensive Plan (***Coastal Management Element Policy 6-1.1.6***).

The Harbor and Waterways Board met on October 24, 2024 and voted 5-0 to recommend approval of the marine construction project proposed at 531 Norriego Road, for the replacement and partial expansion of an existing seawall, with a portion of the new seawall to be moved 8'9" waterward of the existing seawall, with the following conditions:

- 1. All applicable Federal or State approvals shall be submitted with the Marine Construction Permit application; and
- 2. All regulations of the City's Marina Siting ***LDC Section 11.05.00*** shall be adhered to and followed at all times.

IV. RECOMMENDED MOTION: I move to approve the marine construction project proposed at 531 Norriego Road, for the replacement and partial expansion of an existing seawall, with a portion of the new seawall to be moved 8'9" waterward of the existing seawall, with the following conditions:

- 1. All applicable Federal or State approvals shall be submitted with the Marine Construction Permit application; and
- 2. All regulations of the City's Marina Siting ***LDC Section 11.05.00*** shall be adhered to and followed at all times.

Attachments:

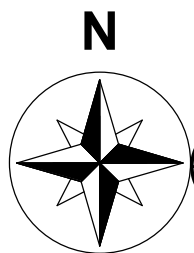
- 1. 1. 531 Norriego Road Site Plan
- 2. 2. Seawall Cross Section
- 3. 3. FDEP Permit

ITEM # 2024-618

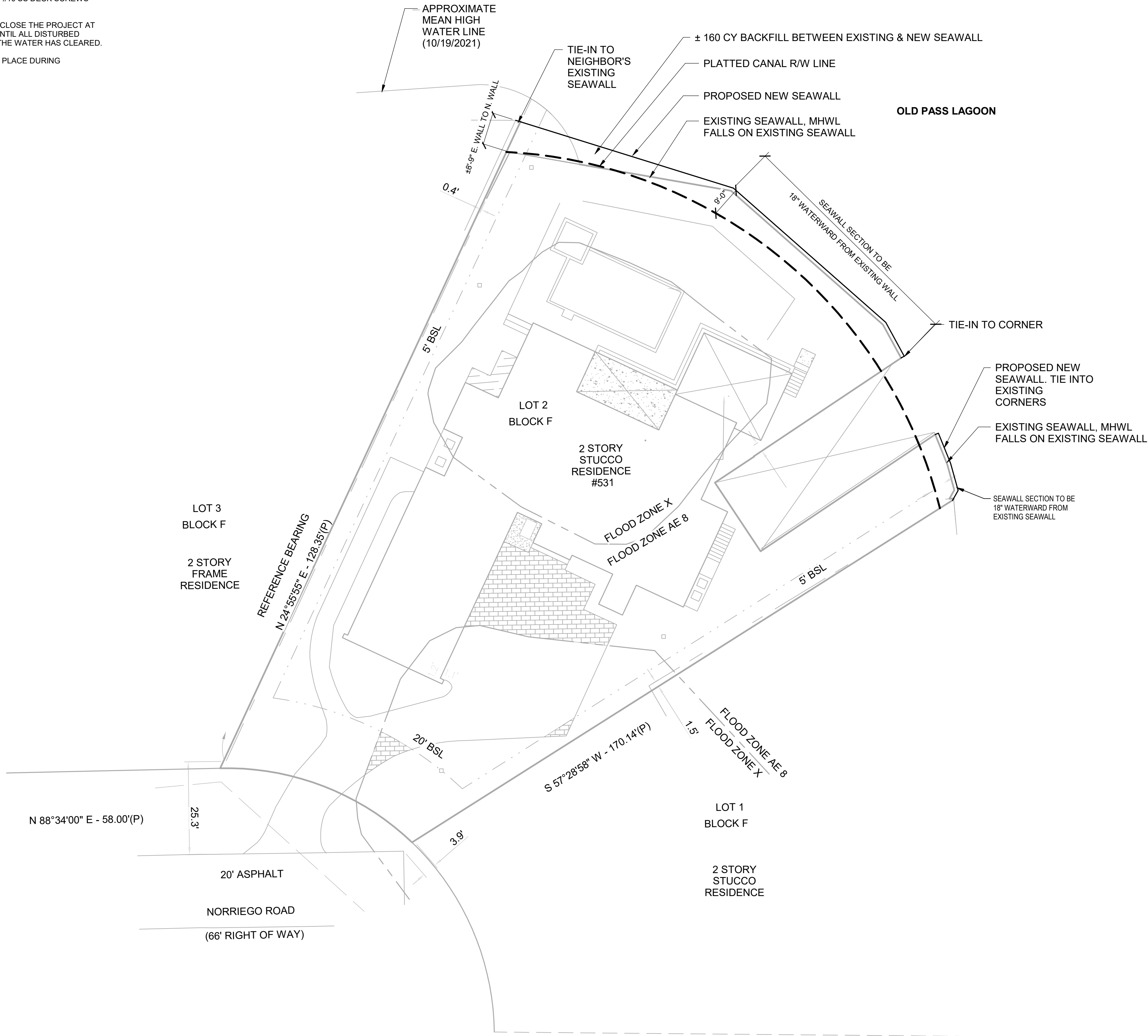
4. 4. USACE Proof of Submittal
5. 5. HOA Approval
6. 6. Agent Affidavit
7. 7. Adjacent Property Notification
8. 8. Proof of Ownership
9. 9. 531 Norriego Location
10. 10. 531 Norriego FLUM and Zoning
11. 11. 531 Norriego Site Map

GENERAL NOTES

1. ALL P.T. LUMBER SHALL BE TREATED TO A MAXIMUM ALLOWABLE BY DEP.
2. VINYL SHEET PILES SHALL BE DRIVEN ONE FOOT BELOW MUDLINE FOR EACH FOOT ABOVE MUDLINE.
3. PILE CAP TO WHALER ATTACHMENTS SHALL BE (2) 3" #10 SS DECK SCREWS EACH END.
4. TURBITY CURTAIN TO BE PLACED TO COMPLETELY ENCLOSE THE PROJECT AT ALL TIMES. THE BARRIER SHALL NOT BE REMOVED UNTIL ALL DISTURBED SEDIMENT WITHIN THE BARRIER HAS SETTLED AND THE WATER HAS CLEARED.
5. ALL BEST MANAGEMENT PRACTICES WILL REMAIN IN PLACE DURING CONSTRUCTION.



1 531 NORRIEGO SITE PLAN
3/4" = 1'-0"



Date: 5/2023
Designed By: M. CULLENS
Drawn By: M. CULLENS
Checked By: M. CULLENS

WEST FLORIDA
STRUCTURAL, LLC.

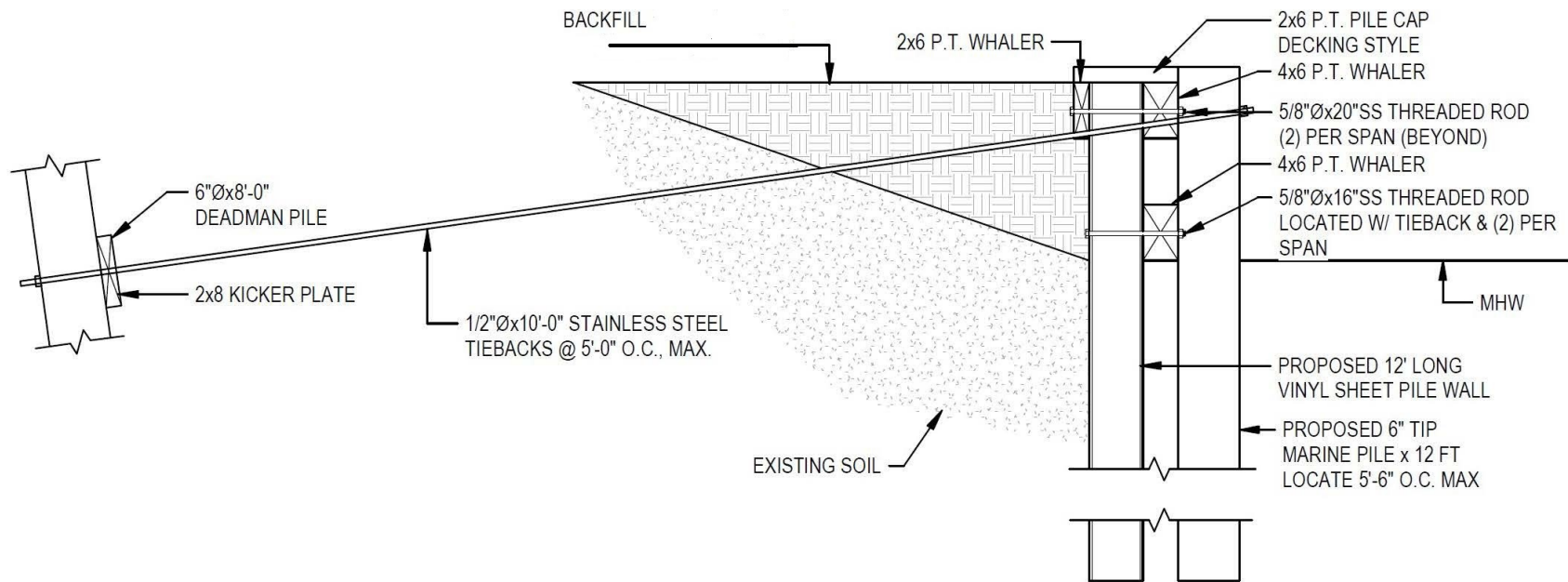
DRAWINGS ON 12"x18" SHEET ARE HALF SCALE

531 NORRIEGO RD
OKALOOSA COUNTY, FLORIDA

SHEET TITLE
OVERALL PLAN/ DETAILS

SHEET NUMBER
S-1

Cross Section - Typical Seawall





FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, Florida 32502-5794

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Permittee/Authorized Entity:

Michael Lawler
531 Norriego Rd
Destin, FL 32541
lawler@mindsprig.com

Lawler Seawall

Authorized Agent:

Kimberly Cole
326 Smith Rd
Freeport, FL 32439
Elise@MyCompassMarine.com

Environmental Resource Permit State-owned Submerged Lands Authorization – Granted

U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required

Okaloosa County
Permit No.: 0430234-003-EI/46

Permit Issuance Date: August 1, 2024
Permit Construction Phase Expiration Date: August 1, 2029

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittee/Grantee: Michael Lawler
Permit No: 0430234-003-EI/46

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at 531 Norriego Road, Destin, Florida 32541, Parcel No. 00-2S-24-2186-000F-0020, Section 00, Township 02 South, Range 24 West, Okaloosa County: 30°23'18.8091" North Latitude, 86°29'38.8546" West Longitude.

PROJECT DESCRIPTION

The permittee is authorized to construct a new seawall in front of an existing seawall where the north section has a length of 127 ft. 10 in., where the south section has a length of 19 ft. 9 in., and where approximately 160 cu. yd. of backfill will be placed between the existing seawall and the new seawall. The seawall will extend no farther than 18 in. waterward of the mean high water line of Destin Harbor, a Class II Florida Waterbody and Prohibited Shellfish Harvesting Area. Authorized activities are depicted on the attached exhibits.

AUTHORIZATIONS

Lawler Seawall

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) under Sections 253.002, F.S., the Department has determined that the activity qualifies for and requires a Letter of Consent, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using the Application for Department of the Army Permit (ENG 4345) or alternative as allowed by Corps regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook:

(<https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>).

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management Consistent

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification Granted

This permit also constitutes a grant of water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. Section 1341. Pursuant to Rule 62-330.062, F.A.C. issuance of the individual or conceptual approval permit under this chapter shall constitute certification of compliance with water quality standards.

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT/SOVEREIGNTY SUBMERGED LANDS CONDITIONS

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The Special Consent Conditions**
- **The General Conditions for Sovereignty Submerged Lands Authorization**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS - PRIOR TO ANY CONSTRUCTION

1. Best management practices for erosion control shall be implemented prior to construction commencement and shall be maintained at all times during construction to prevent siltation and turbid discharges in excess of State water quality standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, staged construction and the installation of turbidity screens around the immediate project site.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

2. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

3. All wetland areas or water bodies which are adjacent to the specific limits of construction authorized by this permit shall be protected from erosion, sedimentation, siltation, scouring, excess turbidity or dewatering.

4. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.

5. Any damage to wetlands outside of the authorized impact areas as a result of construction shall be immediately reported to the Department at (850)595-8300 and repaired by reestablishing the pre-construction elevations and replanting vegetation of the same species, size, and density as that in the adjacent areas. The restoration shall be completed within 30 days of completion of construction, and the Department shall be notified of its completion within that same 30-day period.

6. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters/waters of the state.
7. The following measures shall be taken immediately by the permittee when turbidity levels within waters of the State surrounding the project site exceed 29 NTUs above background:
 - a. Immediately cease work contributing to the water quality violation.
 - b. Stabilize exposed soils contributing to the violation. Modify the work procedures responsible for the violation, install additional turbidity containment devices and repair non-functioning turbidity containment devices.
 - c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794, in writing or by telephone at (850)595-8300 within 24 hours of the time the violation is first detected.
8. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.
9. The seawall shall be fully constructed prior to the placement of any backfill material.
10. All material used as backfill for construction of the of the seawall shall be clean material and shall not be contaminated with vegetation, garbage, trash, tires, hazardous, toxic waste or other materials that are not suitable construction within waters of the State as so determined by the department.
11. Dredging within waters of the State for the purpose of providing backfill is prohibited.

SPECIFIC CONDITIONS - OTHER LISTED SPECIES

12. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or permittee associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, Florida Fish and Wildlife Conservation Commission (FWC) staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to

ConservationPlanningServices@MyFWC.com.

13. If new information (e.g. listing of new species, new critical habitat, etc.) shows that the magnitude of impacts to federally listed species has the potential for adverse effects, the U.S. Fish and Wildlife Service (USFWS) will notify the Department. The Department will initiate coordination with the permittee and with the USFWS to determine what adverse impacts are

likely and if additional minimization measures, reporting, or monitoring are required in order to be consistent with the Endangered Species Act, as deemed necessary by USFWS.

14. The Permittee shall report any injured, sick, or dead federally or state listed animal(s) discovered onsite to the Florida Fish and Wildlife Conservation Commission Wildlife Alert number at 888-404-FWCC (3922).

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of

commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – “Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit” [Form 62-330.310(3)]; or
 - b. For all other activities – “As-Built Certification and Request for Conversion to Operation Phase” [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as-built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:

- a. Immediately if any previously submitted information is discovered to be inaccurate; and
- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be

disposed of in a landfill or other uplands in a manner that does not require a permit under chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. In addition to those general conditions in subsection (1), above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SPECIAL CONSENT CONDITIONS

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board

of Trustees in writing of any change of address at least ten days before the change becomes effective.

5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

Any use of sovereignty submerged lands is subject to the following general conditions are binding upon the applicant and are enforceable under Chapter 253, F.S.

1. Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.
2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.
3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.
4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.
5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.
6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.
7. Structures or activities will not create a navigational hazard.
8. Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.
9. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005,

F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

10. Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

11. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

12. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

13. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

14. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

15. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the

presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

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Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Pensacola, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Kimberly R. Allen
Permitting Program Administrator

KRA:re

Attachments:

Project Drawings and Design Specs., 1 page

Copies of 62-330 forms may be obtained at: <https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/forms-environmental-resource>

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Micheal Lawler, Applicant, lawler@mindsprig.com
Kimberly Cole, Agent, Elise@MyCompassMarine.com
Kimberly R. Allen, FDEP, Kim.Allen@FloridaDEP.gov
Russell Sullivan, FDEP, Russell.Sullivan@FloridaDEP.gov
Blake Chapman, FDEP, Blake.A.Chapman@FloridaDEP.gov
Richard Earle, FDEP, Richard.Earle@FloridaDEP.gov
Okaloosa County, mmartinex@myokaloosa.com; jautrey@myokaloosa.com;
sbitterman@myokaloosa.com; propertyappraiser@okaloosapa.com;
City of Destin, planning@cityofdestin.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

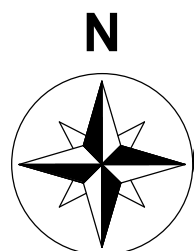


Clerk

August 1, 2024
Date

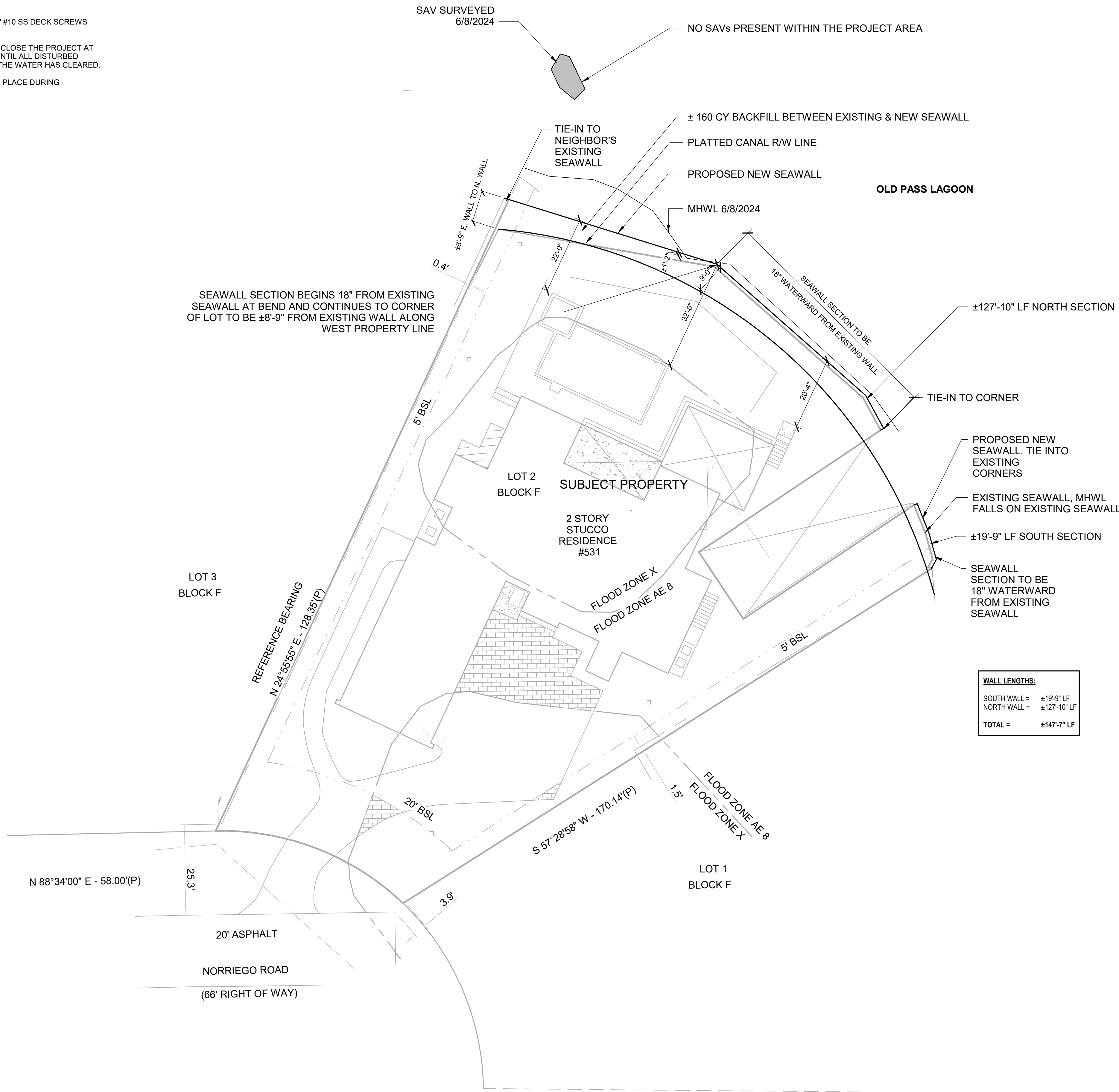
GENERAL NOTES

1. ALL P.T. LUMBER SHALL BE TREATED TO A MAXIMUM ALLOWABLE BY DEP.
2. VINYL SHEET PILES SHALL BE DRIVEN ONE FOOT BELOW MUDLINE FOR EACH FOOT ABOVE MUDLINE.
3. PILE CAP TO WHALER ATTACHMENTS SHALL BE (2) 3" #10 SS DECK SCREWS EACH END..
4. TURBITY CURTAIN TO BE PLACED TO COMPLETELY ENCLOSE THE PROJECT AT ALL TIMES. THE BARRIER SHALL NOT BE REMOVED UNTIL ALL DISTURBED SEDIMENT WITHIN THE BARRIER HAS SETTLED AND THE WATER HAS CLEARED.
5. ALL BEST MANAGEMENT PRACTICES WILL REMAIN IN PLACE DURING CONSTRUCTION.



1

531 NORRIEGO SITE PLAN
3/4" = 1'-0"



Date: 5/2023
Designed By: M. CULLENS
Drawn By: M. CULLENS
Checked By: M. CULLENS

WEST FLORIDA
STRUCTURAL, LLC.

DRAWINGS ON
12"x18" SHEET ARE
HALF SCALE

531 NORRIEGO RD
OKALOOSA COUNTY, FLORIDA

SHEET TITLE
OVERALL
PLAN/
DETAILS

SHEET NUMBER
S-1

From: Elise@mycompassmarine.com
To: [Daniel Butler](#)
Cc: [Planning; "Tina Ward"](#)
Subject: FW: [Non-DoD Source] FW: Application for Permit - 531 Norreigo Rd, Destin FL 32541 (Lawler Seawall)
Date: Thursday, August 15, 2024 9:39:46 AM
Attachments: [image001.png](#)

Hi Daniel,

Please see below. The corps has assigned this a project number but my processor is unavailable for an update until next week. Is the communication below sufficient for us to present to HWB?

Elise Whittenburg

Office Manager

Compass Marine Group

850-797-8428



From: Luna, Forrest D CIV USARMY CESPA (USA) <Forrest.Luna@usace.army.mil>
Sent: Tuesday, August 13, 2024 1:52 PM
To: Elise@mycompassmarine.com
Subject: RE: [Non-DoD Source] FW: Application for Permit - 531 Norreigo Rd, Destin FL 32541 (Lawler Seawall)

Hello Elise

That is project number SAJ-2005-6262 it looks there are using the project number from when a dock was put in. The project manager is Holly Millsap holly.m.millsap@usace.army.mil (850) 470-9823 X 1004. She is at a meeting this week so you may not hear back from her until next week.

Forrest

From: Elise@mycompassmarine.com <Elise@mycompassmarine.com>
Sent: Tuesday, August 13, 2024 12:39 PM
To: Luna, Forrest D CIV USARMY CESPA (USA) <Forrest.Luna@usace.army.mil>
Subject: [Non-DoD Source] FW: Application for Permit - 531 Norreigo Rd, Destin FL 32541 (Lawler Seawall)

Hi Forrest,

I haven't heard back from anyone on this permit application I submitted back in April. Is there any way you can check on this please?

Elise Whittenburg

Office Manager

Compass Marine Group

850-797-8428



From: Elise@mycompassmarine.com <Elise@mycompassmarine.com>

Sent: Friday, May 31, 2024 10:24 AM

To: 'Pohlmann, Lauren K CIV USARMY CESAJ (USA)' <Lauren.K.Pohlmann@usace.army.mil>

Subject: FW: Application for Permit - 531 Norreigo Rd, Destin FL 32541 (Lawler Seawall)

Hi Lauren,

Its been quite a while since I've sent this in and haven't heard anything back. Can you tell if its been assigned to someone yet?

Elise Whittenburg

Office Manager

Compass Marine Group

850-797-8428



From: Elise@mycompassmarine.com <Elise@mycompassmarine.com>

Sent: Tuesday, April 16, 2024 3:56 PM

To: 'corpsjaxreg-nl@usace.army.mil' <corpsjaxreg-nl@usace.army.mil>

Subject: Application for Permit - 531 Norreigo Rd, Destin FL 32541 (Lawler Seawall)

Good Afternoon,

Please see attached permit application for the replacement of an existing seawall.

Thank You,

Elise Whittenburg

Office Manager

Compass Marine Group

850-797-8428



From: Becky Carver <admin@holidayisleimprovement.com>
Sent: Thursday, February 15, 2024 1:35 PM
To: Elise@mycompassmarine.com
Subject: Re: HIIA Building Permit Application - 531 Norriego Road

The ARB met on Wednesday, 2/14/2024 and has approved the application for the project at 531 Norriego Rd to install new seawall; board for board replacement of the existing dock (no change to footprint). The HIIA permit fee is \$93.00; if a dumpster will be on the property at any time during the project, a \$2,000.00 refundable Construction Deposit will be required. The HIIA permit can be issued once the permit fee, a copy of the City of Destin building permit, and FDEP approval have been provided to our office.

Becky Carver
Administrative Assistant
Holiday Isle Improvement Association, Inc.
225 Main Street #19
Destin, FL 32541

P: 850-837-4753
F: 850-837-4984

On Thu, Feb 8, 2024 at 3:40 PM <Elise@mycompassmarine.com> wrote:

Hi Becky,

I would like to request to replace the previously submitted site plan with the attached. The owner decided to move forward with one additional section of seawall.

Elise Whittenburg

Office Manager

Compass Marine Group

850-797-8428



From: Elise@mycompassmarine.com <Elise@mycompassmarine.com>

Sent: Tuesday, February 6, 2024 8:50 AM

To: 'Becky Carver' <admin@holidayisleimprovement.com>

Subject: HIIA Building Permit Application - 531 Norriego Road

Hi Becky,

Attached please find a building permit application for replacement of a seawall. Please note our request includes a board for board replacement of the dock as well. There will be no changes in square footage or layout of the dock.

Let me know if you have any questions.

Elise Whittenburg

Office Manager

Compass Marine Group

850-797-8428



**AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS, THAT I, Michael Lawler am
presently the owner and/or leaseholder at 531 Norriego Road, and desiring
to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do
make, constitute and appoint Compass Marine Group, LLC
whose address is 326 Smith Road, County of Walton, State of Florida,
my Attorney-in-Fact to act as follows, GIVING AND GRANTING unto said attorney full power to act as
my agent in any and all matters pertaining to: seawall replacement.

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

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

OWNER


Signature

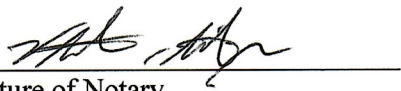
Michael Lawler
Printed Name

STATE OF Florida

COUNTY OF Walton

The foregoing instrument was acknowledged before me by means of physical presence ☒ or online

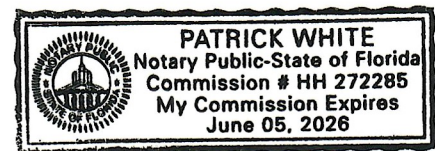
notarization, this 25 day of April, 2024, by
(name of person acknowledging)
Michael Lawler.


Signature of Notary

Patrick White Sr
Printed Name of Notary or Seal

Personally known ☐ OR Produced Identification ☒

Type of Identification Produced Driver's license





Community Development Planning Division

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

August 26, 2024

Subject: Notification of Harbor & Waterways Board (HWB) Application Submittal for Residential Marine Construction – 531 Norriego Rd.

Dear Property Owner:

This letter is to notify you of a proposed marine construction project at **531 Norriego Rd.** The Marine Construction application requires Harbor & Waterways Board review and recommendation. **The Application will be heard by the Harbor & Waterways Board at 5:30 p.m. at the Destin City Hall Annex, 4100 Indian Bayou Trail on Thursday, September 26, 2024.**

As an owner of property located near this project, *Destin Land Development Code (LDC) Sections 2.17.00 & 11.05.01.S* require a written notice providing you with the following information. This project proposes new marine construction within twenty-five (25) feet of your property line; therefore, The City is requesting your input on the matter. If you would like to provide any comments you may respond by sending an email to the email address listed below, or by appearing before the Harbor & Waterways Board.

This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide a response to the email address provided below.

1. Name of Owner: Michael & Linda Lawler
2. Name of Agent: Kimberly Cole, of Compass Marine Group, LLC
3. Address of Project: 531 Norriego Rd.
4. Parcel ID Number: 00-2S-24-2186-000F-0020
5. Project Description: Replacement of an existing seawall, with a portion moved 8'9" waterward of the existing seawall.
6. Location of Application Package: To request that 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 (PRR) online: <http://www.cityofdestin.com/forms.aspx?fid=121>

If you have any questions or concerns regarding this letter, please do not hesitate to contact us at (850) 842-4669 or via email at planning@cityofdestin.com.

Sincerely,

CC: Tina Deater, AICP, Community Development Director
Planning
Project File



File #: 3660839 12/07/2023 10:50 AM
Fees: \$18.50 DeedDocTax: \$61,565.00

THIS DOCUMENT PREPARED BY:
Robert P. Lynch, an employee of
Beach and Land Title Services, Inc.
4399 Commons Dr East Ste 300
Destin, FL 32541

DC TWilcox
JD Peacock II Clerk of Circuit Court Okaloosa County, FL

THE ABOVE SPACE IS RESERVED FOR RECORDING INFORMATION

LEASE ASSIGNMENT

THIS ASSIGNMENT made this 5th day of December, 2023, by Eric H. Wolfson, a married person whose address is 481 Jordan Dr, Biloxi, Mississippi 39531 (hereinafter referred to as "Assignor") to Michael A. Lawler and Linda P Lawler, husband and wife (hereinafter referred to as "Assignee") whose mailing address is 2630 Danbury Drive, Auburn, Alabama 36830.

WITNESSETH

Assignor, for and in total consideration of \$10.00 and other valuable considerations, receipt of which is hereby acknowledged, hereby quitclaims, demises, assigns, grants, sells, bargains, aliens, remises, conveys and confirms unto the Assignee, all leasehold interest in that certain land situate in Okaloosa County, Florida, viz:

Lot 2, Block F, HOLIDAY ISLE RESIDENTIAL SECTION NO. 5, according to the Plat thereof as recorded in Plat Book 4, at Page 39, of the Public Records of Okaloosa County, Florida; said Lot being that Lot, without any Lot Number, lying immediately Easterly of, and adjacent to Lot 3 of said Block F, and which Lot has a Road Frontage of 57.33 feet, all as shown on said recorded Plat.

Parcel Identification Number: 00-2S-24-2186-000F-0020

Said property is not the homestead of the Grantor(s) under the laws and Constitution of the State of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) reside thereon.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said premises unto the Assignee, their successors and assigns, for and during the full term and period of said Lease and any renewal periods, unless sooner terminated, upon the terms and conditions set forth below:

1. This Assignment is made subject to any and all restrictive covenants, lease conditions, assessments, if any, and other matters affecting the above-described real estate and leasehold interest therein, according to documents heretofore recorded in the public records of the county in which the property is situate.
2. By acceptance hereof, Assignee covenants that they will perform all of the terms and conditions under the recorded subleases, leases, and assignments as they relate to the subject property.

12/07/2023 10:50 AM

Assignor hereby covenants with Assignee that Assignor is lawfully seized of said leasehold interest; that Assignor has good right and lawful authority to sell and convey said leasehold interest; that the Assignor hereby fully warrants the title to said leasehold and will defend the same against the lawful claims of all persons whomsoever; and that said leasehold is free from all liens and encumbrances, except as stated above and taxes accruing subsequent to December 31, 2023.

IN WITNESS WHEREOF Assignors have set their hands and seal this 5th day of December, 2023.

Dana M. Bahr
 Witness 1 Signature
 Print Name: Dana M. Bahr
 Address: 19066 Eldridge Dr
Saucier, MS 39574

Eric H. Wolfson
 Eric H. Wolfson

Tomieko Threadgill
 Witness 2 Signature
 Print Name: Tomieko Threadgill
 Address: 549 E. Passard St
Gulfport MS 39507

(witnesses as to both signatures)

STATE OF Mississippi
 COUNTY OF Harrison

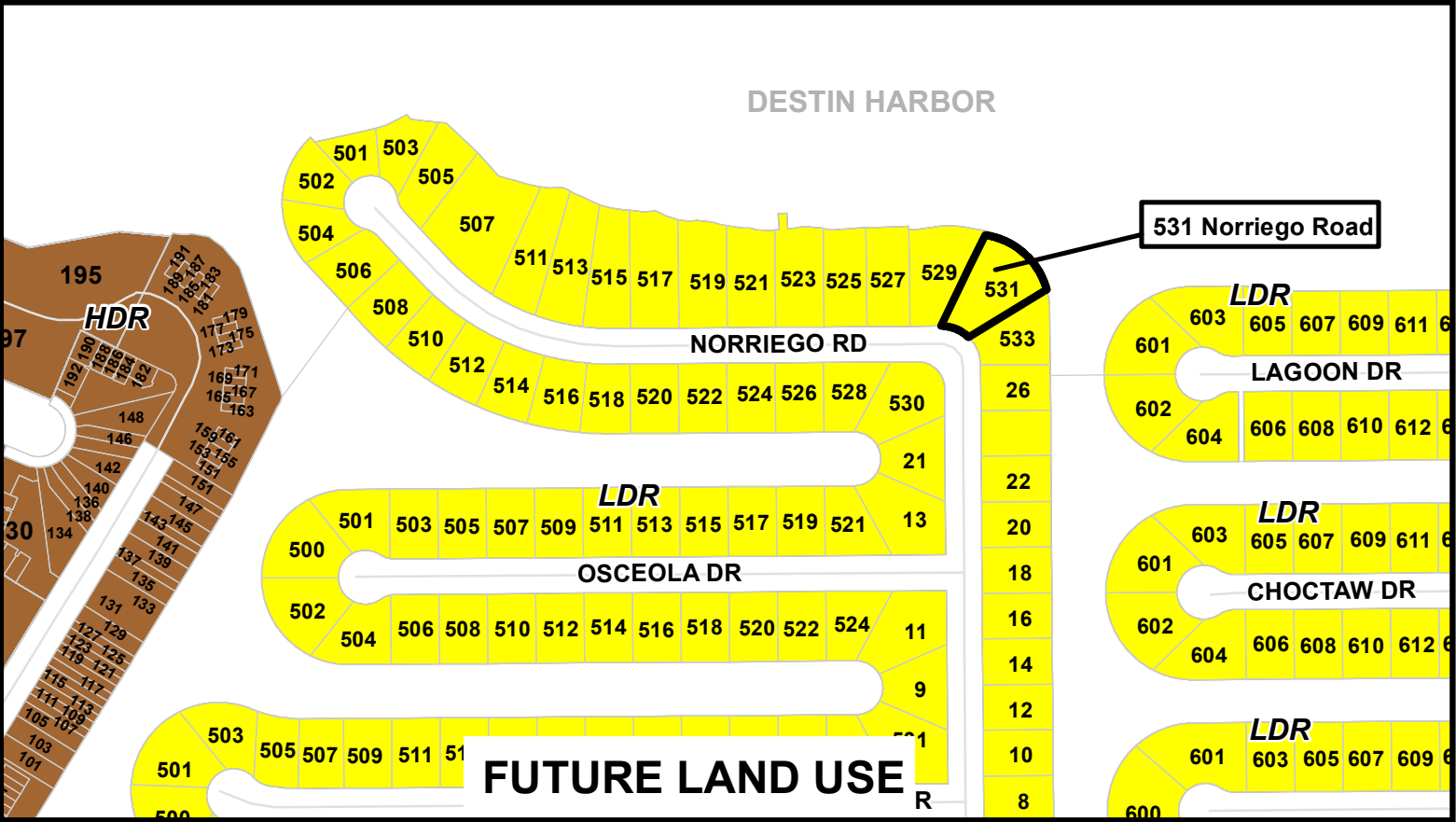
The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization this 4th day of December, 2023, by Eric H. Wolfson, a married
 person who: (Notary must check applicable box)

☐ is personally known to me.
☒ produced a current _____ (state) driver's license as identification.
☐ produced _____ as identification.

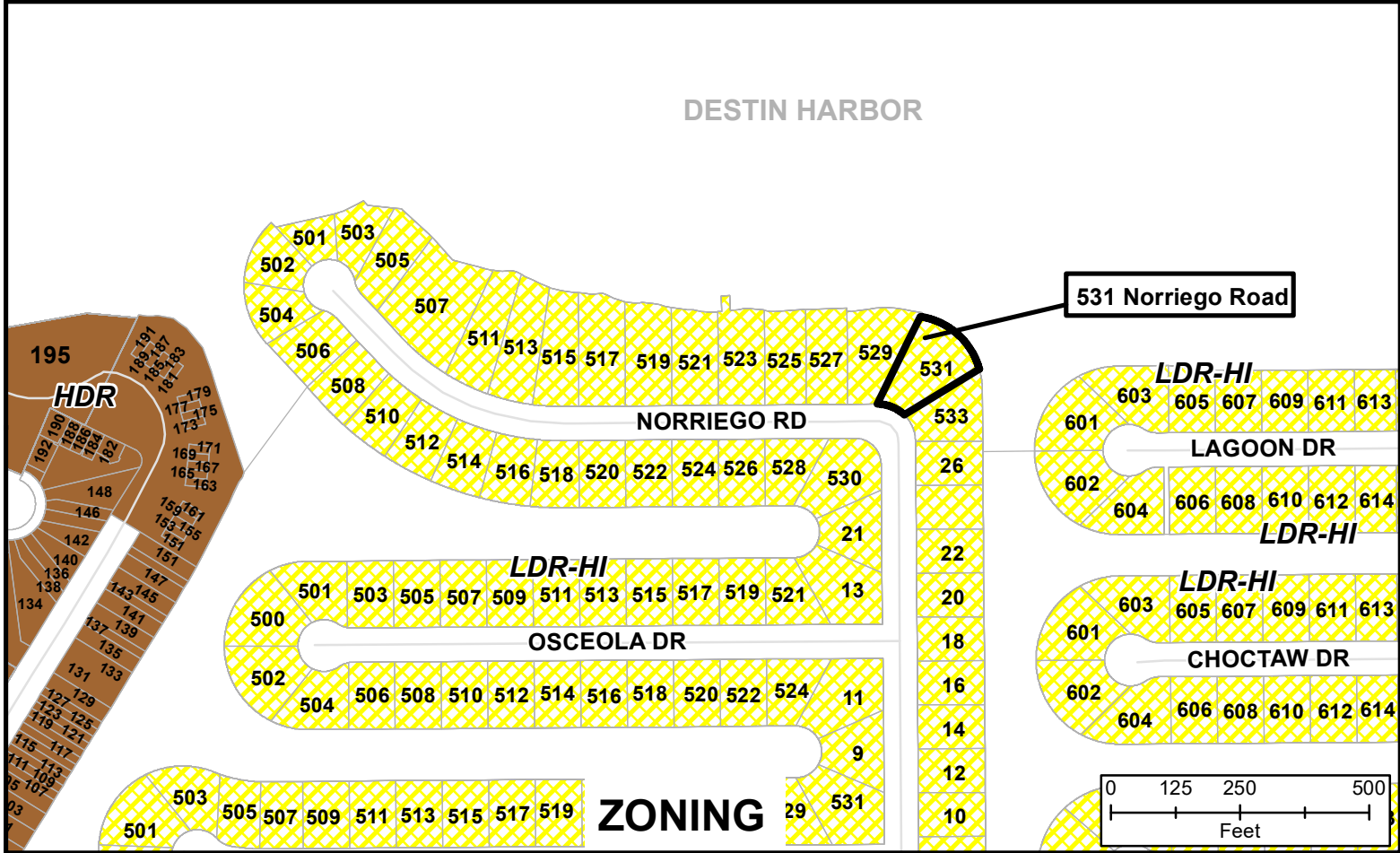
(notary seal)



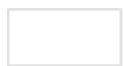
Tomieko Threadgill
 Notary Public
Tomieko Threadgill
 print Notary Name
 My Commission Expires: May 17, 2024



SITE LOW DENSITY RESIDENTIAL HIGH DENSITY RESIDENTIAL



SITE LOW DESTIN RESIDENTIAL - HOLIDAY ISLE HIGH DENSITY RESIDENTIAL



Parcels



Site

HWB-001398-2024
531 Norriego Road



0 37.5 75 150
Feet

**REGULAR MEETING
DESTIN CITY COUNCIL
OCTOBER 7, 2024
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Bobby Wagner
Councilmember John Stephens
Councilmember Johnny King
Councilmember Torey Geile

Councilmember Kevin Schmidt
Councilmember Dewey Destin
Councilmember Jim Bagby
Councilmember Terésa Hebert

Destin City Staff

Interim City Manager Larry Jones
Projects/Grants/Contract Manager Jeffrey Cozadd
Principal Planner Steve O'Connor
Parks & Recreation Director Lisa Firth
Deputy Parks & Recreation Director Ryan Reed
Code Compliance Manager Troy Williams

City Clerk Rey Bailey
IT Director Andy Peters
HR Director Jamie Haynes
Public Works Director Michael Burgess
Library Director Wen Livingston
City Attorney Kimberly Kopp

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 6:00 PM. Pastor Kevin Wendt of Grace Lutheran Church gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Councilmember Hebert made a motion to allow agenda item 4D – *Destin High School Baseball Field*, to be heard following approval of the Consent Agenda; seconded by Councilmember Stephens. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

Motion by Councilmember Hebert, seconded by Councilmember Stephens, to approve the agenda, as amended, passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

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

A. Proclamation - American Cancer Society's Making Strides Against Breast Cancer of the Emerald Coast for 2024

The mayor read the proclamation designating the month of October 2024 as *MAKING STRIDES AGAINST BREAST CANCER MONTH* in the City of Destin, and then presented it to Ms. Nate Slaton, District Chair, and Ms. Heather Dietzold, Events and Logistics Lead, of the American Cancer Society Making Strides Against Breast Cancer of the Emerald Coast.

2. PUBLIC COMMENTS

Ms. Sandy Trammell, a Destin resident, expressed her general support for the high school baseball field contract but suggested a few modifications. She recommended a review of the agreement every five years by both the City Council and school staff to keep it up-to-date and ensure mutual benefit. Additionally, she raised concerns about timely scheduling conflicts with the Recreation Department, emphasizing the need for improvement in coordinating schedules to allow other events on the field when available.

Mr. Shane Moody, President and Executive Director of Destin Chamber of Commerce, thanked the city for the use of its meeting space for a recent candidate forum. He acknowledged city staff, particularly the city's Public Information Director, for her prompt support in facilitating the event.

Palmer Robbins, a student and baseball player at Destin High School, shared his gratitude for the council's consideration of the field contract, highlighting how a dedicated field would enable students to have a true "home" field. He emphasized the importance of the field for both the school's baseball program and the community's sense of identity.

Ms. Heidi Locicero, president of the Destin High School governing board, acknowledged the Council's historical support in helping establish the high school. She shared her belief that the field contract aligns with the school's mission to provide Destin students with a home-field advantage and foster a unified school spirit, referencing the school's motto, "We Are Destin." She expressed appreciation to city council members, as well as the city's Parks and Recreation Director for their work with the school on the agreement.

Mr. Willie Williams, Executive Director of Destin High School, expressed his enthusiasm for the potential partnership between the school and city through this field agreement. He emphasized the importance of investing in the community's youth, noting that 80% of the school's students reside in Destin. He also supported the proposal for a five-year review clause, affirming the school's readiness to finalize the agreement. He added that the arrangement could bring tourism benefits to the city by hosting sports events.

Ms. Diane Kelley, Destin High School Principal, echoed the sentiment that the field would provide students with meaningful opportunities for personal and athletic growth. She commended the council's support for Destin's youth and underscored the broader life skills taught through baseball, such as resilience, teamwork, and discipline. She emphasized that a dedicated field would be crucial in helping student-athletes achieve excellence and, in some cases, scholarship opportunities.

3. CONSENT AGENDA

- A. 2025 OCPLC Interlocal Library Agreement
- B. Civic Plus Master Services Agreement Memorialization
- C. Property & Casualty Insurance Renewals FY25
- D. Approval of minutes of September 23, 2024, Special City Council Meeting
- E. Approval of minutes of September 16, 2024, Regular City Council Meeting
- F. Approval of minutes of August 26, 2024 City Council Workshop - LDC Rewrite

Motion by Councilmember Hebert, seconded by Councilmember Geile, to approve Consent Agenda items 3A through 3F passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

Next item discussed was agenda item 4D - *Destin High School Baseball Field*.

4. CITY MANAGER REPORTS

- A. 2024 Debt Issuance RFQ Underwriters and Bank Loan

The city’s Finance Director provided an overview of options for financing current projects through either a bank loan or a public bond offering. The city had sought proposals through two separate solicitations, including an RFP for bank loans and an RFQ for a public bond offering. Responses to these solicitations formed the basis of her analysis and recommendation to the Council.

The Finance Director explained the responses and terms of the proposals received:

1. TrustMark Bank Loan:

- Offered firm rates, more favorable than indicative rates offered by other institutions.
- Proposed 3.48% interest rate, with no prepayment penalty, allowing flexibility in early repayments.
- Three options were presented by TrustMark, with the five-year term amortized over 15 years found to be the most advantageous, particularly as it has a lower initial financial impact on the city’s general fund compared to the other options.

2. 20-Year Public Bond Offering:

- Initially offered a lower overall impact on the general fund compared to the bank loan options.
- The general fund contribution was expected to be about \$50,000 per year in the first five years if the city opted for the bond offering, a manageable sum for the general fund.

The Finance Director recommended pursuing either the TrustMark five-year loan amortized over 15 years or the bond option, noting that the TrustMark terms might require the city to allocate additional funds toward debt service but offered the potential for savings in interest costs.

Councilmember Destin asked about the interest savings difference between the TrustMark loan and the bond option. The Finance Director clarified that an estimated \$3 million could be saved in interest costs by choosing the TrustMark loan, given current market rates. However, she reminded the Council that the city would need to refinance after five years, at which point interest rates could vary.

Councilmember Destin highlighted the need to weigh the general fund's capacity to absorb debt service against the potential savings.

Councilmember Bagby expressed strong support for the TrustMark loan, emphasizing that the projected \$3 million savings over 15 years was significant. He acknowledged that refinancing in five years came with some interest rate risk but was confident the city could manage it. Councilmember Bagby reasoned that while the bond option offered lower initial payments, the city's long-term debt strategy and commitment to debt reduction would be better served by the TrustMark loan's terms.

Councilmember Geile queried the Finance Director's recommendation for the bond route, given her financial expertise. The Finance Director reiterated her preference for the bond route primarily because it had a lesser impact on the general fund, which would support ongoing operational stability and maximize restricted funds toward debt service. She noted that the cost of refinancing would nearly equal the bond issuance costs.

Councilmember Bagby moved to accept the TrustMark bank loan option with a five-year term and 15-year amortization at a fixed rate of 3.48%; and to schedule first reading of the debt ordinance for October 21, 2024. Councilmember Hebert provided a second to the motion, which passes 4-3 (Council members King, Hebert, Bagby, and Destin voted "yes"; Council members Schmidt, Geile, and Stephens voted "no").

B. Fire District Dock - Boat Slip Lease

The Interim City Manager introduced the item, emphasizing the staff's efforts to clarify the lease's details and answer the Council's prior questions. He acknowledged remaining concerns among council members and assured that staff was available to address any additional questions about the boat's usage, the necessity of the slip, and the location's potential benefits for Code Compliance operations.

Code Compliance Manager Troy Williams explained the benefits of situating the boat at the proposed slip location. Key points included:

- Security: The slip offers improved security over the current location, which lacks adequate protection and has previously been accessible to the public, resulting in incidents of vandalism.

- Synergy and Efficiency: The location aligns Code Compliance's activities with the sheriff's office, FWC, and the Destin Fire District, enhancing interagency coordination.
- Operational Access: He noted that the slip would allow for faster access to areas like Joe's Bayou, where Code Compliance occasionally responds to issues such as derelict vessels or safety hazards, though actual usage at this site has been limited.

Councilmember King moved to authorize the City Manager to sign the lease, as presented; seconded by Councilmember Hebert.

Several council members expressed their support or opposition to the lease and raised questions about its necessity, flexibility, and associated costs.

Councilmember Schmidt questioned the need for the boat slip, noting the limited use of the Code Compliance boat and minimal enforcement activities in Joe's Bayou. Schmidt suggested that investing in a new slip location seemed unnecessary given limited evidence of need and raised concerns about the potential costs of a new boat lift.

Councilmember Stephens asked about security infrastructure at the current harbor location and suggested that purchasing the fire department's existing boat lift might be more economical than a new setup at the proposed slip. He ultimately voiced opposition to the lease due to the high concentration of Code Compliance activities within the harbor area, suggesting the city delay any decision until future harbor infrastructure developments occur.

Councilmember Bagby opposed the lease, arguing that the majority of Code Compliance activities are in the harbor and can often be addressed from land. He pointed out that if the council plans future harbor developments, such as a Harbor Master station, it would be more logical to keep the Code Compliance boat in the harbor area.

Councilmember Geile expressed support for the lease, underscoring the strategic value of securing a boat slip in Destin, where waterfront real estate is costly and competitive. He also highlighted the importance of having the option to use the slip in the future, even if a lift is not initially installed.

Councilmember Hebert supported the idea of the lease but proposed negotiating greater flexibility to allow any municipal use for the slip, rather than restricting it to Code Compliance. Hebert believed this approach would provide the city with more utility from the slip over the three-year term without committing the city to a specific usage.

Councilmember Destin supported the lease, stressing the long-term value of holding onto a slip, which could be used as a transient slip if Code Compliance operations did not require it. He saw the low monthly cost of utilities as justifiable, given the strategic value of waterfront property in Destin.

The City Attorney clarified that the current agreement stipulates the slip be used specifically for Code Compliance, which would limit its use to that purpose. However, she noted that if the council desired broader usage flexibility, the city could request an amendment to the agreement from the fire district, allowing for "any municipal purpose."

Councilmember Destin offered a substitute motion directing the City Attorney to renegotiate the terms of the agreement with the Fire District, stipulating that the use of the boat slip is not limited to Code Compliance but may also be used for other municipal purposes. The renegotiated agreement will then be brought back to the Council for review. Councilmember Geile provided a second to the substitute motion, which passes 5-2 (Council members King, Hebert, Bagby, Geile, and Destin voted “yes”; Council members Schmidt and Stephens voted “no”).

Councilmember Bagby requested that staff identify other potential municipal uses for the boat slips and present these options when the renegotiated agreement is brought back to the council.

C. RFP 24-05-REC Clement Taylor Park Renovations Contractor Selection

The Interim City Manager announced that 6 bids were received for the Clement Taylor Park Renovation project, with two disqualified as non-responsive for missing required documentation. Out of the four remaining, Empire Contractors was rated the highest in responsiveness and responsibility, based on their competitive pricing and strong track record on recent local projects, notably with county-related work, completed on time and within budget. While not the lowest bid, Empire Contractors' proposal was deemed the best fit to ensure timely and budget-conscious completion, with the intent to avoid issues seen in past projects like the Captain Royal Melvin Park project. Staff recommends the council's approval of the city's bid committee's ranking, authorizing staff to advance the process by submitting the contractor selection to the U.S. Treasury for review, as they are funding approximately half of the project.

Councilmember Hebert moved to adopt the scoring of the Bid Committee and direct city staff to negotiate toward a contract with the proposal ranked highest by the Bid Committee after the selection process has been reviewed and approved by the county and U.S. Treasury; seconded by Councilmember Destin. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

D. Destin High School Baseball Field

The Interim City Manager presented the agreement, emphasizing its intent to serve both the city's and the school's needs by allowing the high school exclusive use during baseball season while keeping the field accessible to the city during the offseason. He stated that the agreement is beneficial for both the high school and city, with terms meeting mutual needs, and recommended its approval based on positive collaboration with school representatives.

Councilmember Hebert recommends including a five-year review clause in the agreement to allow for periodic reassessment and ensuring flexibility to amend terms if needed.

Councilmember Bagby questioned whether a termination clause was included, allowing the school to have flexibility to exit the agreement if circumstances change, such as the acquisition of new land. He proposed adding language allowing termination with notice if the school found a better arrangement. The City Attorney clarified that amendments could be made mutually with school approval, but unilateral termination might not be appropriate given the school's planned capital improvements.

Councilmember Destin expressed concern about the impact on the city's Little League tournaments, given that the modification to Field D would convert it into a baseball field with grass in the infield.

The city's Parks and Recreation Director explained the rationale for selecting Field D, noting that it was the safest and least disruptive option given its distance from recreational areas like the children's playground. She addressed concerns regarding the necessity of safety nets and protective fencing to ensure spectator safety given potential foul balls and the surrounding multi-use layout. She also confirmed that a slight modification could accommodate both high school and city league needs by shortening the grass in the infield to adjust base distances as needed.

Councilmember Bagby moved to authorize the mayor to sign the agreement, incorporating the changes outlined during tonight's meeting. The changes include:

- 1. A 5-year review of the agreement.**
- 2. A unilateral termination clause, allowing the school to terminate the agreement with 60 days' notice.**
- 3. Modifications to the baseball field to accommodate the Little League Tournament and enable use by Destin High School during the summer months.**

The motion was seconded by Councilmember Hebert.

Councilmember Destin expressed his support for the motion and shared the perspective that a more permanent baseball field solution would be ideal, as opposed to repurposing a softball field temporarily. He recommends having city officials approach the school district about allowing part of their recently acquired land to be converted to a dedicated baseball facility adjacent to Destin High School, where the city could support development, maintaining that such a facility would serve both community needs and the high school's program.

The motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

Councilmember Destin made a subsequent motion to authorize the City Manager and the City Attorney to approach and negotiate with the School District regarding the use of the Beach Drive parcel for the construction of a permanent baseball field for Destin High School, and to include all necessary amenities; seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

Next item discussed was agenda item 4A - 2024 Debt Issuance RFQ Underwriters and Bank Loan.

E. Announcements:

- 1) The City's Public Information Director has received a request for temporary Public Information Officer (PIO) assistance in North Carolina from professionals with expertise and training in emergency communications. No

decisions have been made at this time. The city is monitoring the situation closely and will assess the need for assistance based on the impact of Hurricane Milton, which may necessitate support in the State of Florida instead.

- 2) Recent internal discussions with city staff have addressed the upcoming term expirations for members of the city's volunteer committees and boards. The City Clerk will be issuing notices to those members whose terms will expire in November, following the city elections. Five members of each committee with expiring terms will need to submit applications for re-appointment if they wish to continue serving. The newly seated council will review these applications and make the appointments on December 2nd.
- 3) The city is in the process of developing an Employee Satisfaction Survey to better understand the perspectives and experiences of its staff. To ensure accurate and meaningful data collection, the city is seeking a third-party vendor to administer the survey. This vendor will be responsible for capturing and quantifying the responses, while providing assurances that all participating city employees will remain anonymous.
- 4) At a previous council meeting, discussions took place regarding the recommendation from staff to consider piggybacking on an existing contract for ball field lights. Some council members raised concerns about this process, prompting ongoing efforts to amend the approach. The council is now considering whether to proceed with piggybacking on an existing contract or to utilize a state contract, both of which are permissible under the city's purchasing policy. Staff will bring in a proposed RFP for council's consideration at the next meeting. Ultimately, the decision will rest with the council. Should they choose to issue a Request for Proposals (RFP) and subsequently find that the state contract offers a competitive price, the council retains the option to pursue that route.
- 5) Monday, October 14th is Columbus Day Holiday. City facilities will be closed.
- 6) Early voting for the General Election will be from 7 AM to 7 PM, from October 21st through November 2nd at the Destin Community Center.
- 7) The city's is encouraging people to participate in the Fire Watch training. The Fire Watch initiative is about preventing suicide amongst the community veterans. The city is hosting an in-person training on Thursday, October 17th, at 6 PM at the Destin Library.
- 8) The city's annual Open House will be on Wednesday, October 23rd, from 11:30 AM to 1:00 PM, at the Destin Community Center. There will be Fish Fry and live entertainment.
- 9) The CRA Board will need to convene at 5:30 PM on October 21st, preceding the regular city council scheduled for 6 PM, to take care of some business related to the debt issuance.

5. PUBLIC HEARINGS

- A. First reading of Ordinance 24-09-LC - Relating to sign requirements for prohibited off- premises signs; providing for amendments to the Land Development Code relating to billboards and digital billboards; providing for the amendment of the Land Development Code, Article 16 - Signs; amending Section 16.03.00 - Prohibited

Signs; providing for criteria for council, approval of an agreement allowing for such off-premises signs pursuant to specified criteria.

The City Attorney read proposed Ordinance 24-09-LC by title and then presented it to the council on first reading:

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO SIGN REQUIREMENTS FOR PROHIBITED OFF-PREMISES SIGNS; PROVIDING FOR AMENDMENTS TO THE LAND DEVELOPMENT CODE RELATING TO BILLBOARDS AND DIGITAL BILLBOARDS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT OF THE LAND DEVELOPMENT CODE, ARTICLE 16 – SIGNS; AMENDING SECTION 16.03.00 - PROHIBITED SIGNS; PROVIDING FOR CRITERIA FOR COUNCIL, APPROVAL OF AN AGREEMENT ALLOWING FOR SUCH OFF-PREMISES SIGNS PURSUANT TO SPECIFIED CRITERIA; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance.

Ms. Sandy Trammell, a Destin resident and member of the Harbor CRA Advisory Committee, referenced her prior council role and advocated for maintaining the prohibition on billboards, requesting that the council vote to deny the ordinance.

Attorney Trey Goodwin, representing Tier One Media, outlined his client's interests, stressing the economic impact and potential over-saturation of digital advertising. He argued that allowing digital billboards could increase ad concentration by approximately 94%, posing safety concerns and detracting from the city's aesthetic. He urged the council to avoid moving forward with the ordinance, as the existing 2003 plan already naturally phases out billboards, ensuring they will diminish over time without new approvals.

Attorney Scott Remington, representing Lamar Advertising, discussed the potential benefits of an ordinance change, including a removal and replacement agreement where Lamar would reduce billboard count in exchange for permissions to convert select remaining boards to digital. He contended the ordinance change was not essential for an agreement, as Florida law under Chapter 70-20 allows municipal agreements for sign relocation to achieve city objectives without amending the code. Remington highlighted Lamar's partnership role in community and emergency communications, suggesting an agreement could offer mutual benefits, such as modernized signage and public message space.

Mr. Jessie Landen, President and CEO of Tier One Media, emphasized that billboards will phase out due to increasing property values, the obsolescence of current signage technology, and rising maintenance costs. He advocated for a natural decline in billboards rather than formal ordinances or agreements that might undermine Destin's scenic appeal.

Having no further comments from the public, the mayor closed the public hearing and turned the matter over to the city council for their discussion and consideration.

Councilmember Bagby expressed his opposition to the proposed ordinance articulating a long-term vision for Destin that aligns with minimizing billboard presence to preserve the city's scenic appeal. He viewed digital conversions as incompatible with Destin's image as a coastal community and reiterated the need to avoid creating conditions resembling commercialized areas.

Councilmember Schmidt favored moving the ordinance to a second reading to allow further public input, emphasizing that tonight's focus was solely on the ordinance, not any agreement. He noted that additional public feedback could better reflect residents' perspectives on billboard conversions.

Councilmember Schmidt made a motion to approve Ordinance 24-09-LC on first reading; seconded by Councilmember Geile.

Councilmember Geile expressed support for the motion noting safety and aesthetic concerns as primary motivations.

Councilmember Stephens requested clarification from the City Attorney on legal interpretations presented. He echoed concerns about potentially circumventing the current code's billboard restrictions without comprehensive community backing.

The City Attorney noted that legally, the existing code does not support billboard replacement; thus, any removal and replacement agreement would require amending the code through the proposed ordinance. She countered Mr. Remington's interpretation, asserting that an amendment is necessary to avoid arbitrary application of code exemptions.

Councilmember King expressed reservations, preferring that the ordinance remain restrictive. He voiced a desire for all billboards and digital signs to eventually be removed, aligning with broader beautification and modernization initiatives.

Councilmember Hebert questioned the intended outcome of moving the ordinance forward, emphasizing the potential public resistance and impact on the city's aesthetic.

Councilmember Destin highlighted the procedural role of the ordinance, noting that voting against adopting the ordinance on first reading would essentially conclude the discussion without need for further action on removal and replacement agreements.

The major called for a vote on the motion on the floor.

The motion failed 2-5 (Council members Schmidt and Geile voted "yes"; Council members King, Hebert, Bagby, Destin, and Stephens voted "no").

The City Attorney confirmed that with the failure of the ordinance on first reading, no further action on billboard replacement agreements would be pursued unless directed by the council.

- B. First reading of Ordinance 24-15-CC - Relating to livery vessels; amending Sections 13-141 "Definitions" and 13-144 "Application for Permit" of the City of Destin Code Or Ordinances.

The City Attorney read proposed Ordinance 24-15-CC by title and then presented it to the council on first reading:

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO LIVERY VESSELS; AMENDING SECTIONS 13-141 "DEFINITIONS" AND 13-144 "APPLICATION FOR PERMIT" OF THE CITY CODE OF ORDINANCES. PROVIDING FOR FINDINGS OF FACT; CLARIFYING THE DEFINITION OF LIVERY VESSEL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance.

Capt. Matt Condon, a licensed captain and business owner, expressed concern over the proposed amendment in the proposed ordinance that would expand livery vessel regulations to include all bareboat charters, which he argued would effectively ban private yacht charters in Destin. He highlighted potential economic impacts, noting that Destin would be the only Florida city with such a ban, which could negatively affect local businesses reliant on tourism. He argued that small operators would be disproportionately affected as they lack resources to move operations elsewhere, unlike larger companies. He proposed two solutions: exempting vessels over 32 feet with licensed captains from the regulations or allowing current private yacht operators to apply for permits, thereby maintaining Destin's economic diversity while respecting personal freedoms.

Ms. Patty Brown, co-owner of the yacht *Misbehaven*, stated that her business adheres to all city regulations and fulfills requirements like commercial docking and parking. She emphasized that *Misbehaven* serves a distinct clientele, adding diversity to Destin's entertainment offerings. She agreed with the previous speaker's suggestion to exempt larger, non-fishing vessels from the moratorium and advocated for existing businesses to be "grandfathered in" under the new regulations, which she argued would prevent unfair restrictions on established yacht businesses that comply with city ordinances.

Ms. Carrie Harbarger highlighted the historical value of private yacht charters as amenities that attract affluent visitors and bolster the city's reputation and economy. She noted that tourists now seek a broader range of activities in Destin beyond fishing, which drives economic diversity and draws high-profile guests. She urged the council to recognize private yacht charters' economic contributions, suggesting that eliminating them would harm Destin's appeal.

Mr. Mike Abadie, representing the Livery Vessel Association, raised concerns over unlicensed operators ("rogue operators") who are not held accountable to current regulations, creating unfair competition. He estimated that unlicensed activities cost the city millions annually in lost revenue and numerous code violations. He advocated for a clearer, enforceable definition of "livery vessel" and "bareboat charter" to aid enforcement and prevent legal

loopholes, suggesting that a unified classification of all bareboat charters as livery vessels would simplify oversight.

The City Attorney addressed enforcement challenges related to contract language in the ordinance's current definition, noting that the need to verify contracts could complicate enforcement. She was concerned that contracts vary per rental, potentially creating enforcement loopholes. The City Attorney proposed removing specific contract language from the ordinance to simplify enforcement but remained open to the Council's preference.

Mr. Kyle Lowe, a fisherman, expressed skepticism about the enforcement capabilities of both federal and local authorities, arguing that illegal charters are widespread and unenforced despite regulatory claims. He voiced support for protective regulations for fishermen and acknowledged that, while he supports fair competition, the current regulatory environment allows illegal operators to flourish unchecked.

Mr. Gary Troup, co-owner of *Misbehaven*, emphasized that his yacht business operates legally under bareboat charter rules, contributing to the local economy by complying with commercial space and insurance requirements. He supported a fair and competitive market environment and cautioned that inactive medallions could be misused to manipulate market prices. He urged the council to ensure that any changes support businesses following regulations and warned that over-regulation could discourage responsible operators from staying in Destin.

Having no further comments from the public, the mayor closed the public hearing and turned the matter over to the city council for their discussion and consideration.

Councilmember Stephens outlined the new definition, explaining that clarity is essential to manage existing and incoming vessels under the moratorium without allowing exceptions that could complicate enforcement.

Councilmember Stephens moved to adopt Ordinance 24-15-CC, amending the definition of livery vessel, using the definition as proposed by the Harbor Capacity Study Steering Committee, with the following modifications:

- **Remove the contract language**
- **Add the phrase "or electric engine" after the phrase "internal combustion"**

("Livery vessel is as defined in F.S. § 327.02, and any motorized vessel that is Rented, Leased and or Chartered by the owner to another party for a designated period of time, and that party is under control of that vessel at all times. But does not mean, paddleboards, kayaks, canoes, and sailboats or any other vessel not powered by an internal combustion or an electrical engine or a sail (sailboards excluded)."

A. "Bareboat Charter" is a Livery Vessel.

B. Each vessel that is included within the fleet of a boat club is a livery vessel.

Add the following to City Code in an appropriate location:

Any person or entity that rents, leases or charters one or more vessels to another but claims their vessel or vessels are excluded from the definition of a livery vessel because the vessel or vessels are under the control of a United States Coast Guard licensed Captain at all times must provide satisfactory evidence to the City of such claim by providing to the City one valid, current copy of the Captain's license assigned at all times to each excluded vessel.”)

Motion was seconded by Councilmember King.

Capt. John Green, Chairman of the Harbor and Waterways Board, Harbor CRA Advisory Committee, and Harbor Capacity Study Steering Committee endorsed the clarity of the new definition, stating that it would eliminate ambiguity around bareboat charters and simplify enforcement. He emphasized that all three advisory boards had unanimously recommended the inclusion of bareboat charters within the Livery classification for safety and management purposes.

Councilmember Destin raised concerns about restricting vessel operations and potential impacts on established businesses. He questioned if the proposed amendment was necessary and whether it risked over-regulation, particularly for existing charter operations that had historically operated without issues.

Councilmember Bagby noted that while he supports the definition’s clarity, he strongly favored protections for longstanding businesses. He proposed amending the motion to “grandfather” vessels that had been in operation for over three years, thereby allowing them to continue without needing to reapply for a registration or meet new regulatory requirements immediately.

Councilmember Schmidt voiced concerns about enforcement consistency, particularly around vessels attempting to bypass regulations by fluctuating between bareboat and charter classifications based on Coast Guard standards. He inquired about enforcement capabilities, questioning if the city’s staff could effectively manage compliance.

Councilmember Geile emphasized the need to prioritize safety and maintain a cap on vessel numbers to alleviate overcrowding and congestion in the harbor. He argued that maintaining a safe and sustainable harbor environment should outweigh accommodating new or borderline legal operations.

The City Attorney clarified that while previous ordinances included livery vessels broadly, they lacked specific language on bareboat charters, leading to regulatory inconsistencies. The proposed definition would facilitate enforceability, ensuring all vessels comply with the intended moratorium restrictions.

The city’s Principal Planner explained that confusion around the livery vessel classification stemmed from inconsistent interpretations within the city staff regarding bareboat charters. He noted that some operators had obtained Business Tax Receipts (BTRs) under the assumption that they were exempt from the livery designation, compounding regulatory issues.

The mayor reopened the floor for public comments.

Mr. Matt Condon expressed concern that the proposed changes might unfairly impact yacht owners who had recently purchased boats with the understanding they could charter them under bareboat arrangements. He suggested clarifying exemptions for yachts over 32 feet that meet specific requirements (e.g., having a galley, state room, or designated head).

Mr. Gary Troup emphasized that bareboat charters are widely accepted nationwide, and that Destin's proposed regulations could deter yacht owners from bringing business to the harbor. He cited that fewer than 15 yachts operate under bareboat agreements in Destin, arguing that an exemption for vessels over a certain size would be fair.

Mr. Kyle Lowe supported the new definition, stressing that increased vessel traffic in the harbor was a serious concern. He argued that exemptions could lead to a slippery slope, with other vessel operators seeking similar allowances.

Councilmember Destin offered a substitute motion to adopt the proposed definition changes with modifications, as follows:

Livery vessel is as defined in F.S. § 327.02, and any motorized vessel that is Rented, Leased and or Chartered by the owner to another party for a designated period of time, and that party is under control of that vessel at all times. But does not mean, paddleboards, kayaks, canoes, and sailboats or any other vessel not powered by an internal combustion or an electrical engine or a sail (sailboards excluded).

C. "Bareboat Charter" is a Livery Vessel.

D. Each vessel that is included within the fleet of a boat club is a livery vessel.

Add the following to City Code in an appropriate location:

Any person or entity that rents, leases or charters one or more vessels to another but claims their vessel or vessels are excluded from the definition of a livery vessel because the vessel or vessels are under the control of a United States Coast Guard licensed Captain at all times must provide satisfactory evidence to the City of such claim by providing to the City one valid, current copy of the Captain's license assigned at all times to each excluded vessel.

and to exempt bare boat charter businesses based on a time certain they have been in operations.

Councilmember Hebert provided a second to the substitute motion, which passes 6-1 (Council members Schmidt, Hebert, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember King voted "no").

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

1) Proactive Code Compliance – Discussion (Item moved to the next city council meeting)

E. Councilmember Hebert

F. Councilmember King

G. Councilmember Schmidt

Councilmember Schmidt raised concerns over the accessibility of the Request for Bid (RFB) process, noting that instructions on the city's website did not clearly direct potential bidders to contact the Clerk's Office. Staff clarified that interested parties must request bid documents from the Clerk's Office to ensure a list of bid holders is maintained, allowing any addenda to reach all participants. Councilmember Schmidt suggested adding clearer instructions to the website to improve ease of access for potential bidders, and staff agreed to incorporate these adjustments.

H. Mayor Wagner

I. City Attorney

The City Attorney updated the council on efforts to bring a property at 220 Sibert Avenue into compliance. She stated that the City Manager and staff had spoken with the property owner, who expressed a willingness to comply. Code Enforcement Manager Williams reported visiting the property twice on that day, observing significant progress in cleaning and clearing the front of the property. He estimated that 85% of visible items had been removed from the front of the house suggesting a good faith effort towards compliance. Based on this progress, the council decided to delay any formal action until the next meeting, where they would receive an additional update.

The Interim City Manager announced the upcoming Community Redevelopment Agency (CRA) Board of Directors meeting scheduled for October 21st at 5:30 PM, preceding the regular council meeting at 6:00 PM. This session would address business related to a previously approved debt issuance, requiring formal action from the CRA Board.

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 9:50 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
WORKSHOP
DESTIN CITY COUNCIL
SEPTEMBER 23, 2024
ANNEX COUNCIL CHAMBERS
5:30 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 Jim Bagby
Councilmember Kevin Schmidt

Councilmember Dewey Destin
Councilmember Terésa Hebert

City of Destin Staff

Interim City Manager Larry Jones
Community Development Director Tina Deater
Projects/Grants/Contract Manager Jeffrey Cozadd
Senior Planner Daniel Butler
Planner Jesse Hernandez
City Attorney Kyle Bauman

City Clerk Rey Bailey
Finance Director Krystal Strickland
Principal Planner Steve O'Connor
Planner Sheri Burney
Planner Ashley Dominguez

PUBLIC COMMENTS:

Ms. Monica Wallis, representing Destin Water Users, informed the council of a few minor issues related to utilities and Article II of the Land Development Code, specifically involving the right-of-way permit and the TRC (Technical Review Committee) process. She noted that these were likely minor errors, such as typographical mistakes, and overall, the document looked good.

WORKSHOP

A. Article 1: General Provisions/Legal

B. Article 2: Administration

The city's Principal Planner Steve O'Connor provided an overview of proposed updates to Articles 1 and 2 in the city's Land Development Code (LDC).

Article 1 will retain most of its current provisions but will incorporate elements from the existing Article 2, specifically vested rights. Additionally, a new citation authority will be added, clarifying the city's power to cite and enforce the updated LDC.

Article 2 will retain its core elements and integrate portions from the current Article 4, such as noticing requirements, public involvement protocols, and boards and committees' procedures. Two major changes in Article 2 include:

Special Event Process: A new formal process will address special events, an area currently lacking procedural guidelines. This change was spurred by recent challenges involving unregulated events, such as a church carnival, which had to be managed under a temporary "change of use" process.

Certificate of Appropriateness: Previously combined with conditional use and historical district provisions in Article 4, the certificate of appropriateness will now have a distinct process to streamline historic district regulations.

Additionally, Mr. O'Connor outlined a formalized process for special exceptions, particularly for dual-zoned properties. This process, reviewed by the Board of Adjustment, allows for boundary adjustments of up to 50 feet between zones as needed. Updates also include new PUD (Planned Unit Development) regulations and enhancements in address assignment practices.

Language and Format Enhancements: The revised LDC aims to be more accessible by reducing legal jargon, reformatting to improve readability, and ensuring clear references for each section and subsection. Unlike the previous code, which often lacked clarity, the new structure includes explicit section references to reduce confusion. Additionally, the updated LDC incorporates more graphics, like flowcharts, to visually represent procedural steps, enhancing overall user comprehension.

Planned Unit Development (PUD) Regulation Changes: Current PUD guidelines allow broad flexibility, permitting developers to request variances on any aspect of the LDC, subject only to City Council approval. This lack of restriction creates an environment where developers may bypass standard regulations with little oversight or criteria, leading to inconsistent applications of the code.

The proposed updates to the PUD regulations introduce stricter requirements, enhancing City Council's and staff's control over PUD applications. Key changes include:

- **Minimum Land Size:** A specified minimum land area is required to apply for a PUD.
- **Scope of Requests:** Clear limitations on the types of variances developers can request within a PUD.
- **Public Benefit Requirement:** Developers must fulfill a public benefit criterion based on a new point system. Each PUD must accumulate at least five points from predefined strategies and objectives in the updated regulations, ensuring each PUD contributes positively to the community.
- **Point System Rules:** Points are structured to prevent over-reliance on any single strategy within a specific objective, ensuring balanced and meaningful contributions.

DISCUSSION:

A detailed discussion focused on updates to the PUD process, centering on proposed regulations in Section 207. Mr O'Connor highlighted that the updated section is designed to enhance the city's control over PUD applications, mandating minimum land sizes based on planning areas to restrict smaller parcels from applying for PUDs. He cited the need for

substantial land to ensure that PUDs deliver significant public benefits, pointing to newly established minimum land requirements that vary by area. For example, the Town Center and Gulf Resort areas require a minimum of five acres.

Councilmember Bagby expressed concerns about some minimum lot sizes, particularly in high-density areas like the Harbor planning area, where the minimum size is set at 0.5 acres. He emphasized that small parcels lack the capacity to offer meaningful public benefits, particularly given the PUD's aim to allow exceptions from standard zoning rules in exchange for substantial community benefits. Councilmember Destin also questioned the value of allowing PUDs for small lots, observing that such allowances could undermine the PUD process if exceptions are granted to developers without ample space to provide robust public benefits.

The council members discussed increasing minimum acreage requirements, suggesting a threshold of 5 acres across the board and proposing even higher minimums for specific commercial hubs. Councilmember Destin supported this adjustment, advocating for higher standards to ensure PUD projects make significant contributions to the city's infrastructure and recreational offerings, rather than allowing developers to avoid standard zoning rules on smaller parcels.

Regarding the public benefits required of PUD projects, Mr. O'Connor noted that developments in certain zones, such as Town Center Mixed-Use areas, must provide affordable housing, designating at least 20% of units at an affordability level of 80% of the Area Median Income (AMI). Councilmember Bagby inquired about the specificity of the AMI standard, suggesting it could be narrowed by ZIP code for greater relevance, to which the city attorney confirmed legality. Mr. O'Connor clarified that the PUD's objectives, particularly around open space and recreational amenities, are designed to demand larger lot sizes to meet goals for accessible community spaces, parking, and potentially community gardens or local food production areas.

Further discussion touched on the inclusion of public spaces as PUD benefits. Council members voiced concerns over the adequacy of such benefits in previous projects, referencing instances where proposed parks or gardens lacked general accessibility, particularly parking, making them less beneficial for the wider community. They emphasized that benefits should be clearly defined to ensure developers provide accessible and meaningful public amenities.

The city attorney reinforced the updates by noting that the new PUD standards are more objective, reducing subjectivity in approvals and ensuring legally defensible standards. Concluding, the council members agreed to pursue further refinement of the acreage requirements and public benefit standards to align with the community's long-term goals, reinforcing that the revised PUD process should prioritize significant, measurable public contributions rather than flexible zoning leniency alone.

Special Event Approval Process: The current code mentions special event approvals in various sections without defining a formal approval process. When applicants propose events that do not align with standard uses, they have typically applied under the temporary change of use process. However, this process often triggers stringent requirements, potentially making it challenging for temporary events to meet current development standards.

The revised code introduces a dedicated special event approval process focused on specific criteria:

- **Event Feasibility:** Evaluation criteria include parking availability, restroom facilities, and other event-specific needs.
- **Conditional Approvals:** The new process gives staff and city council the authority to set conditions on special event approvals when warranted to address site-specific concerns, ensuring events can be managed without imposing undue burdens.

DISCUSSION:

Council members discussed regulations and exemptions for special event permits, focusing on events held by churches and schools, as well as defining thresholds for when special event permits are required. Key issues addressed included the need to balance community impact and regulatory oversight without unnecessarily encumbering routine gatherings at religious and educational institutions.

Mr. O'Connor explained that the current LDC lacked specific guidance for events such as church carnivals, which led staff to seek council review. This proposal aimed to codify a process for assessing special event permits, ensuring that community-impacting events are reviewed without burdening small gatherings.

Councilmember Destin raised concerns over the criteria for requiring special event permits, especially for routine activities like Vacation Bible School, which typically would not require extensive permitting. He suggested creating specific thresholds based on attendance numbers or other criteria, proposing that activities with under 100 attendees might not necessitate a permit.

Councilmember Schmidt echoed the need for clear thresholds, mentioning that large events with hundreds of attendees would likely need regulation due to their impact on traffic and surrounding communities.

The council explored whether certain institutions, like churches and schools, should be exempt from special event permits, unless events reached a size or impact level significant enough to warrant review. It was suggested that while small, routine church events should be exempt, larger-scale events impacting neighborhood traffic and parking should be regulated.

Mr. O'Connor clarified that under the proposed standards, institutions such as schools with large, recurring events (e.g., football games) would not typically trigger special event permitting, as such uses are already included in their development orders.

Councilmember Hebert noted the importance of addressing safety for large gatherings at schools or other high-traffic areas and ensuring coordination with local law enforcement as part of the permit review.

Councilmember Schmidt proposed that attendance numbers and operational hours could be used as criteria to determine when a permit is required. For instance, events expecting more than 100 people per day or continuing beyond 8 p.m. could be subject to special event permits to minimize neighborhood disruption. Council members agreed that these thresholds would allow for common sense in enforcement while preserving community safety and standards. Mr. O'Connor also emphasized that these thresholds would be flexible based on council feedback and could include specific exemptions for regular community activities.

The Council discussed the timing for special event permit applications, with a 90-day advance submission for large events and flexibility for smaller gatherings. Councilmember Bagby raised concerns about ensuring fair enforcement and consistency, especially to prevent applicants from underreporting attendance to bypass stricter review.

Mr. O'Connor assured the council that the current proposal includes mechanisms for enforcement, including citation authority for code violations and the ability to shut down events that exceed approved attendance numbers. He confirmed that enforcement responsibilities would primarily rest with property owners or event coordinators.

Councilmember Bagby questioned the designation of the City Manager's authority in permit approvals, emphasizing the need for a clear hierarchy and accountability in enforcement. Mr. O'Connor clarified that the City Manager could delegate approval authority to the Community Development Director, but significant or impactful decisions could still be referred to the council for final determination.

Mr. O'Connor suggested that organizations hosting regular, recurring events apply for a minor Development Order (DO) amendment rather than repeat special event permits. Examples included car shows at The Palms and weekly beach services, where a standing amendment could simplify compliance and reduce administrative overhead. Council members supported this approach as a practical solution for regular events, reducing the need for repetitive applications and permitting processes.

Addressing noise, Mr. O'Connor confirmed that noise ordinances under Chapter 14, Article 2, would remain in effect. This included restrictions on excessive noise and specific requirements for events involving amplified sound. Council members expressed confidence in this aspect, ensuring consistency in managing noise complaints and public safety.

In summary, the council aligned on the importance of creating clear, fair, and enforceable standards for special events while minimizing unnecessary regulation for routine or smaller gatherings. They emphasized striking a balance between flexibility for the community's regular events and protecting public safety and neighborhood tranquility. Staff committed to refining the criteria based on council guidance and ensuring that both the permitting process and enforcement actions are reasonable and effective.

Next, Mr. O'Connor provided an update on the review process for major subdivisions and related developmental projects. He presented that the Local Planning Agency (LPA) recommended major subdivisions undergo LPA review as a preliminary advisory step rather than proceeding directly to the city council. This would enable a structured pathway where the LPA acts as a recommending body, allowing the city council to make final approvals after an initial review by the LPA. Council members generally agreed, noting this structure would avoid potential delays if projects needed substantial revisions following council review.

Harbor and Waterways Board Review

A comprehensive discussion unfolded regarding the Harbor and Waterways Board's review process for marine construction projects. Mr. O'Connor outlined three distinct project categories, each with varying requirements:

1. **Category 1:** Primarily residential dock projects that meet state-level self-certification. These would proceed directly to marine construction permitting without needing Harbor and Waterways Board review.

2. **Category 2:** Includes residential docks requiring more oversight (three to nine slips) or seawalls not qualifying for exemption, which would necessitate review by the Harbor and Waterways Board and would then proceed to the city council as part of the consent agenda.
3. **Category 3:** Covers non-residential and multifamily marine developments or residential slips with ten or more slips, requiring both Harbor and Waterways Board and city council public meetings.

Council members discussed potential complexities with seagrass and state permits, questioning how these environmental factors might impact projects under these categories. Mr. O'Connor noted that any non-self-certifiable project involving state-regulated marine areas would likely fall under Category 2, demanding Harbor and Waterways Board review.

Simplifying the Public Notice Process

Several council members voiced support for standardizing public notice timeframes to simplify administration and enhance public accessibility. They noted inconsistencies in current notice requirements, which span from 24-hour to 21-day advance notices based on project type and medium (newspapers, websites, or physical postings).

Mr. O'Connor explained that the range in timing was partly to prevent excessively early notices (e.g., six months in advance), which may reduce public awareness by meeting only minimum notice standards close to a hearing date. The council members agreed that standardizing notice times—such as adopting a consistent 10-day minimum—could reduce confusion, streamline compliance, and improve transparency.

Councilmember Schmidt suggested leveraging additional digital platforms and online public notice postings, which may increase accessibility for residents. The City Attorney proposed implementing QR codes on public notice signs to allow residents easier access to detailed project information.

Addressing Quorum and Committee Attendance

The council also engaged in a robust discussion about challenges in maintaining quorums for committee meetings. Ms. Sandy Trammell, current committee member and former councilmember, highlighted the issue of absentee members leading to frequent quorum issues, noting that some members seldom attend meetings, while others attend only briefly to be marked “present.” She advocated for stronger council oversight to address attendance patterns and suggested mandatory workshops for more essential committee matters to ensure participation.

Councilmember Bagby supported enforcing attendance requirements by implementing a system where members are contacted after three absences, allowing them an opportunity to resign if they cannot consistently participate.

Councilmember Schmidt raised the possibility of reducing the number of committees or consolidating overlapping responsibilities to alleviate the administrative burden on staff. He noted that boards like the Harbor and Waterways Board have stringent requirements for diverse roles (e.g., sports fisherman, environmentalist) that may complicate the recruitment process.

Other members of the council expressed support for exploring simplification opportunities, especially given the strain on staff resources; noting that consolidating tasks and revisiting the roles of some committees could indeed make council actions more efficient.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 7:00 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney
Kyle Bauman, Special Projects Attorney

FROM: Krystal Strickland, Finance Director

DATE: October 24, 2024

SUBJECT: Resolution 24-12 Supplemental Debt Resolution

I. BACKGROUND: On June 3, 2024, Council directed City staff to:

1. Approve issuance of \$25 million to underground overhead utilities from the Marler Bridge to Airport Road, to complete construction of the Cross Town Connector, and for purchase of 1 Harbor Boulevard; and
2. Undertake a competitive solicitation for either a bank loan or an underwriter for a public offering.

On October 7, 2024, after reviewing the competitive solicitation, Council elected to proceed forward with a bank loan from Trustmark National Bank (the 2024A Note).

On October 21, 2024, the CRA Board adopted Resolution CRA-24-01, which proved an Amended and Restated Interlocal Agreement between the City and CRA (the "Amended Interlocal Agreement").

II. DISCUSSION: Timeline:

- October 8: Send advertisement to newspaper to advertise Debt Ordinance 24-19-CN public hearing #1 for publication by October 11th for October 21st City Council meeting.
- October 9: Harbor CRA Advisory Committee review of Interlocal Agreement between CRA and City through Resolution CRA-24-01.
- October 16: Town Center CRA Advisory Committee review of Interlocal Agreement between the CRA and the City through Resolution CRA-24-01.

- October 21: CRA Board meeting to approve the Amended Interlocal Agreement between CRA and City through Resolution CRA-24-01
- October 21: Public hearing #1 at regular City Council meeting of the Debt Ordinance 24-19-CN.
- October 22: Send advertisement to newspaper to advertise Debt Ordinance 24-19-CN public hearing #2 for publication by October 25th for November 4th City Council meeting.
- November 4: Public hearing #2 at regular City Council meeting of Debt Ordinance 24-19-CN; Adoption of Supplemental Debt Resolution Establishing Terms of the Loan with Trustmark; and Approval of the Amended Interlocal Agreement.
- November 7: Loan Closing.

Loan Proceeds:

The City intends to utilize the \$25 million dollar in loan proceeds for the following purposes:

- \$11.5 million – Undergrounding Overhead Utilities Project Phase I
- \$9.0 million – Reimbursement for Acquisition of 1 Harbor Boulevard
- \$4.5 million – Construction of Cross Town Connector Roadway.

CRA Impact:

Projects' Locations: The Undergrounding Utilities Project Phase I is partially in both the Harbor CRA District and the Town Center CRA District. 1 Harbor Boulevard is located within the Harbor CRA District.

The CRA's Master Plans: These projects are described in each CRA District's master plans and the proposed expenditures are lawful.

Undergrounding Utilities: The Harbor CRA-AC has previously recommended a commitment of up to \$6 million in TIF for the purposes and Undergrounding Utilities while the Town Center CRA-AC has previously recommended a commitment of up to \$4.5 million in TIF for the purposes of Undergrounding Utilities.

1 Harbor Boulevard: The Harbor CRA has also recommended the use of Harbor CRA TIF funding for the purposes of acquiring 1 Harbor Boulevard. 1 Harbor Boulevard was previously acquired using General Fund money. Also, the City adopted Reimbursement Resolution 23-13 expressing the City's intent for the Harbor CRA to reimburse the City with the use of Harbor CRA TIF funding.

Debt Service: The debt is proposed to be serviced through the following sources with any shortfalls supplemented by the General Fund:

Undergrounding:

Town Center CRA TIF: Up to \$4 million

Harbor CRA TIF: Up to \$4 million

Electric Franchise Fee

1 Harbor Boulevard:
Harbor CRA TIF

Cross Town Connector:

Gas Tax #2 (this tax is restricted by Florida Statute to Comprehensive Plan transportation related projects).

Trustmark Loan's Terms: The Trustmark Loan's Terms are summarized as follows:

- Commitment Term: 5 Years
- Amortization: 15 Years
- Principal: \$25 million
- Prepayment Penalty: \$0
- Estimated Closing Costs: \$160,000
- Interest Rate: 3.48% (firm)
- Projected General Fund Impact: \$981,169 through Year 5.
- Mandatory Refinancing: At Year 5
- Projected Outstanding at Refinancing: \$18,210,000

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): The impact on the CRA districts is only known for the first five years. Within 5 years, this debt needs to be refinanced or paid off. Estimates are shown in the CRA district long-term financial projections.

The impact on the two CRA districts' current and future budgets are estimated as follows (columns highlighted in yellow). Any shortages in CRA TIF funds will be covered by the General Fund with the expectation of being reimbursed in a future year when the CRA fund is able:

FY	Harbor	TCCRA	EFF	Gas Tax 2	TOTAL
2025	\$ 665,000	\$ 252,742	\$ 430,598	\$ 366,293	\$ 2,034,963
2026	\$ 607,633	\$ 270,028	\$ 460,048	\$ 391,345	\$ 2,174,141
2027	\$ 668,266	\$ 269,966	\$ 459,942	\$ 391,255	\$ 2,173,639
2028	\$ 722,751	\$ 270,071	\$ 460,121	\$ 391,407	\$ 2,174,484
2029	\$ 1,013,013	\$ 270,082	\$ 460,139	\$ 391,423	\$ 2,174,571
2030	\$ 1,052,603	\$ 269,999	\$ 459,998	\$ 266,888	\$ 2,173,902
2031	\$ 1,052,830	\$ 270,057	\$ 460,097	\$ 272,226	\$ 2,174,370
2032	\$ 1,052,614	\$ 270,001	\$ 460,002	\$ 277,671	\$ 2,173,924
2033	\$ 1,052,891	\$ 270,072	\$ 460,123	\$ 283,224	\$ 2,174,495
2034	\$ 1,052,665	\$ 270,015	\$ 460,025	\$ 288,889	\$ 2,174,030
2035	\$ 1,052,857	\$ 270,064	\$ 460,108	\$ 294,666	\$ 2,174,425
2036	\$ 1,052,470	\$ 269,965	\$ 459,940	\$ 300,560	\$ 2,173,627
2037	\$ 1,052,450	\$ 269,959	\$ 459,931	\$ 306,571	\$ 2,173,585
2038	\$ 1,052,728	\$ 270,031	\$ 460,052	\$ 312,702	\$ 2,174,159
2039	\$ 1,019,696	\$ 236,949	\$ 526,278	\$ 318,956	\$ 2,174,297
TOTAL	\$ 14,170,467	\$ 4,000,000	\$ 6,937,402	\$ 4,854,077	\$ 32,472,613

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: By adopting Resolution 24-12, the City establishes the terms of the

loan with Trustmark and approves execution of the Amended Interlocal Agreement between the CRA and the City of Destin.

Resolution 24-12 is attached for review and it includes the Amended Interlocal Agreement as an exhibit.

Resolution 24-01 was passed by the CRA Board.

IV. RECOMMENDED MOTION: I move to adopt Resolution 24-12 Supplemental Debt Resolution.

Attachments:

1. Resolution 24-12 Supplement 2024
Debt

RESOLUTION NO. 24-12

Adopted November 4, 2024

CITY OF DESTIN, FLORIDA
(the "Issuer")

RELATING TO:

\$25,000,000
CITY OF DESTIN, FLORIDA
NON-AD VALOREM REVENUE NOTE, SERIES 2024

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RESOLUTION NO. 24-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA SUPPLEMENTING ORDINANCE NO. 24-19-CN ENACTED ON THE DATE HEREOF, WHICH AUTHORIZED ISSUANCE OF THE CITY'S NON-AD VALOREM REVENUE NOTE, SERIES 2024 IN THE PRINCIPAL AMOUNT OF \$25,000,000 FOR THE PURPOSE OF FINANCING AND/OR REIMBURSING THE COSTS OF VARIOUS CAPITAL IMPROVEMENT PROJECTS IN THE CITY INCLUDING WITHOUT LIMITATION THE ACQUISITION OF CERTAIN LAND LOCATED AT 1 HARBOR BOULEVARD FOR THE PURPOSE OF PROVIDING PUBLIC PARK OR OTHER PUBLIC FACILITIES, UNDERGROUNDING OVERHEAD UTILITY FACILITIES ALONG HIGHWAY US 98 FROM THE MARLER BRIDGE TO AIRPORT ROAD AND THE DESIGN AND CONSTRUCTION OF THE CROSSTOWN CONNECTOR PROJECT; PROVIDING FOR CERTAIN DETAILS OF SUCH NOTE; APPROVING THE FORM AND AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 24-19-CN enacted on even date hereof (the "Ordinance") by the City of Destin, Florida (the "Issuer") authorized issuance of the not to exceed \$25,000,000 City of Destin, Florida Non-Ad Valorem Revenue Note, Series 2024 (the "Note"), in accordance with the Act; and

WHEREAS, all capitalized undefined terms shall have the meanings ascribed thereto in the Ordinance; and

WHEREAS, in response to a competitive procurement process undertaken by the Issuer, the Issuer has received an offer from the Original Purchaser to purchase the Note, and the Issuer desires to accept such offer; and

WHEREAS, the Issuer now desires to accept the offer of the Original Purchaser and supplement the Ordinance to provide for certain details of the Note; and

WHEREAS, the Note is being issued for the purpose of providing funds, together with other legally available funds of the Issuer, to finance and/or reimburse the costs of the Project and to pay the costs of issuance of the Note; and

WHEREAS, due to the need to access such market very quickly, the willingness of the Original Purchaser to purchase the Note at interest rates favorable to the Issuer, and the critical importance of timing of the sale of the Note, the Issuer has determined to sell the Note through a negotiated sale to the Original Purchaser; and

WHEREAS, the Issuer ratifies all of the findings in Section 3 of the Ordinance; and

WHEREAS, upon issuance, Note shall be payable solely from and secured by the sources described in the Ordinance; and

WHEREAS, the Issuer has determined it to be in its best interests and to serve a public purpose to provide in this resolution for the issuance of the Note for the purposes heretofore described, and this resolution shall constitute a Supplemental Resolution for purposes of the Ordinance.

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

SECTION 1. Authority for this Resolution. This resolution is adopted pursuant to the provisions of the Ordinance and the Act.

SECTION 2. Definitions. The following words and phrases shall have the following meanings when used herein:

"Agency" means the Community Redevelopment Agency of the City of Destin, Florida.

"Amended and Restated Interlocal Agreement" means the Amended and Restated Interlocal Agreement, the form of which is attached hereto as Exhibit D, between the Issuer and the Agency.

"Maturity Date" means October 1, 2039.

"Original Purchaser" means Trustmark National Bank, the original purchaser of the Note.

SECTION 3. Findings. The findings set forth in Section 3 of the Ordinance are hereby incorporated by reference. The recitals clauses set forth above are adopted as additional legislative findings of the Issuer pertaining to issuance of the Note.

SECTION 4. Description of Note.

(A) Form and Execution of the Note. The Note shall be in substantially the form set forth in Exhibit A attached hereto together with such changes as shall be approved by the Mayor and the City Manager, such approval to be conclusively evidenced by the Mayor's and the City Manager's execution thereof. The Note shall be executed on behalf of the Issuer with the manual or facsimile signature of the Mayor and the City Manager and the official seal of the Issuer shall be imprinted thereon, attested with the manual or facsimile signature of the City Clerk. In case any one or more of the officers who shall have signed or sealed the Note or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Note so signed and sealed has been actually sold and delivered, such Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or

sealed such Note had not ceased to hold such office. The Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Note shall hold the proper office of the Issuer, although, at the date of such Note, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Ordinance, notwithstanding that either or both shall have ceased to hold such office at the time the Note shall be actually sold and delivered.

(B) Interest Rate. The initial fixed interest rate on the Note equals 3.48% per annum, subject to adjustment as provided in the Note (the "Interest Rate"); provided, however the Interest Rate shall in no event exceed the maximum interest rate permitted by the Act.

(C) Principal and Interest Payment Dates. Principal and interest on the Note shall be paid semi-annually on each April 1 and October 1, commencing on April 1, 2025 through and including the Maturity Date. All unpaid principal on the Note shall be paid on the Maturity Date unless earlier prepaid.

(D) Prepayment of the Note. The Note shall be subject to prepayment as provided in the Note.

(E) Tender Option. Notwithstanding anything herein to the contrary, the Note is subject to mandatory tender by the Owner of the Note on October 1, 2029 unless there is a waiver notice provided in writing by the Owner of the Note (the provision of any such notice being at the sole discretion of the Owner) to the Issuer, to the effect that the Note will not be subject to tender, which such notice shall be provided at least 120 days prior to October 1, 2029. Unless so waived, the Issuer shall pay the Owner the entire outstanding principal balance and accrued interest on the Note on October 1, 2029, and upon such payment, the Owner shall tender the Note to the Issuer.

SECTION 5. Lender's Certificate; Disclosure Letter. Prior to the issuance of the Note, the Issuer shall receive from the Original Purchaser a Lender's Certificate in substantially the form set forth in Exhibit B attached hereto, and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, in substantially the form set forth in Exhibit C attached hereto.

SECTION 6. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Supplemental Resolution is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Supplemental Resolution or any covenants, conditions and provisions herein contained; this Supplemental Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

SECTION 7. Anti-Dilution. The Issuer hereby covenants that in each Fiscal Year, it will not issue non-self-supporting revenue debt of the Issuer payable from its Non-Ad Valorem

Revenues unless the net available Non-Ad Valorem Revenues of the Issuer for the preceding Fiscal Year were at least 1.25 times annual debt service of all indebtedness of the Issuer payable from its Non-Ad Valorem Revenues including the debt proposed to be issued, for the current Fiscal Year and any future Fiscal Year. For purposes of this calculation, (i) Non-Ad Valorem Revenues shall not include any direct subsidy payments received from the United States Treasury relating to direct subsidy bonds or any other interest subsidy or similar payments made by the Federal government, (ii) any interest paid from a direct subsidy payment expected to be received from the United States Treasury relating to direct subsidy bonds or any other interest subsidy or similar payments made by the Federal government shall be deducted from the annual debt service of all indebtedness of the Issuer payable from its Non-Ad Valorem Revenues, and (iii) indebtedness does not include any unsecured obligations of the Issuer or any obligations of the Issuer for a duration of 12 months or less.

As used above, the term "non-self-supporting revenue debt" shall mean all revenue debt obligations in whatever form except such revenue debt obligations which are payable from a specific enterprise fund or are otherwise self-liquidating and the term "net available Non-Ad Valorem Revenues" shall mean "Non-Ad Valorem Revenues," less amounts required for essential governmental services of the Issuer (except any such costs paid from ad valorem taxes).

Within this Section, for the purpose of calculating annual debt service on any indebtedness which bears interest at a variable rate, such indebtedness shall be deemed to bear interest at the greater of (i) 1.25 times the most recently published Revenue Bond Index of *The Bond Buyer*, or (ii) 1.25 times actual average interest rate during the prior Fiscal Year of the Issuer. In addition, for the purpose of calculating annual debt service on "balloon indebtedness" (as defined in the immediately succeeding sentence), such indebtedness shall be assumed to amortize over a period not to exceed twenty (20) years in substantially equal annual payments at the interest rate set forth in the instrument evidencing such indebtedness if the interest rate is fixed and, if the interest rate is not fixed, at the rate calculated pursuant to the immediately preceding sentence; and any put or tender rights with respect to any indebtedness shall be ignored and such debt shall be assumed to mature as otherwise provided in the instrument evidencing such debt. "Balloon indebtedness" is any indebtedness twenty percent (20%) or more of the principal amount of which comes due in any single Fiscal Year.

SECTION 8. Amended and Restated Interlocal Agreement. The Amended and Restated Interlocal Agreement is to be substantially in the form set forth in Exhibit D attached hereto, together with such non-material changes as shall be approved by the Issuer, such approval to be conclusively evidenced by the execution thereof by the Issuer. The Amended and Restated Interlocal Agreement shall be executed on behalf of the Issuer with the manual signature of the Mayor and the City Manager and the official seal of the Issuer, and be attested with the manual signature of the Clerk. In case any one or more of the officers who shall have signed or sealed the Amended and Restated Interlocal Agreement shall cease to be such officer of the Issuer before the Amended and Restated Interlocal Agreement so signed and sealed has been actually delivered, the Amended and Restated Interlocal Agreement may nevertheless be delivered as

herein provided and may be issued as if the person who signed or sealed the Amended and Restated Interlocal Agreement had not ceased to hold such office. The Amended and Restated Interlocal Agreement may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of the Amended and Restated Interlocal Agreement shall hold the proper office of the Issuer, although, at the date of the Amended and Restated Interlocal Agreement, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Amended and Restated Interlocal Agreement shall be actually delivered.

SECTION 9. Severability. If any one or more of the covenants, agreements or provisions of this Supplemental Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions and in no way affect the validity of all the other provisions of this Supplemental Resolution.

SECTION 10. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinafter," "hereinafter" and other equivalent words refer to this Supplemental Resolution and not solely to the particular portion in which any such word is used.

SECTION 11. Captions. The captions and headings in this Supplemental Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Supplemental Resolution.

SECTION 12. Repealer. All City resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 13. No Third Party Beneficiaries. Except such other persons as may be expressly described in this Supplemental Resolution, nothing in this Supplemental Resolution, expressed or implied, is intended or shall be construed to confer upon any person, other than the Issuer and the Owner, any right, remedy or claim, legal or equitable, under and by reason of this Supplemental Resolution, or any provision thereof, all provisions thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Persons who shall from time to time be the Owner.

SECTION 14. Supplemental Resolution to Constitute a Contract. In consideration of the acceptance of the Note authorized to be issued under the Ordinance and herein by the Original Purchaser, this Supplemental Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Owner. The covenants and agreements herein set forth to be

performed by the Issuer shall be for the benefit, protection and security of the Owner. This Supplemental Resolution shall not be amended or supplemented without the prior written consent of the Owner. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under the Ordinance, this Supplemental Resolution or the Note shall constitute a consent or waiver to or of any other breach of default in the performance of the same or any other obligation thereunder.

SECTION 15. Effective Date. This resolution shall be effective immediately upon its adoption, this 4th day of November, 2024.

ADOPTED: November 4, 2024

(SEAL)

Bobby Wagner, Mayor

ATTEST:

Larry Jones, Interim City Manager

Rey Bailey, City Clerk

EXHIBIT A

[FORM OF NOTE]

November 7, 2024

\$25,000,000

CITY OF DESTIN, FLORIDA
NON-AD VALOREM REVENUE NOTE, SERIES 2024

KNOW ALL MEN BY THESE PRESENTS that the City of Destin, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Trustmark National Bank or registered assigns (hereinafter, the "Owner"), the principal sum of \$25,000,000, together with interest on the principal balance at the "Interest Rate" described below; provided, however, that such interest rate shall in no event exceed the maximum interest rate permitted by applicable law. This Note shall bear interest at a fixed rate equal to 3.48% (the "Interest Rate") subject to adjustment as herein provided. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. All of the unpaid principal on this Note shall be due on the "Maturity Date" of October 1, 2039.

Principal and interest on the Note shall be paid semi-annually on April 1 and October 1, commencing on April 1, 2025 through and including the Maturity Date. Principal on this Note shall amortize as follows:

<u>Date</u>	<u>Principal Payment</u>
April 1, 2025	\$586,000
October 1, 2025	586,000
April 1, 2026	673,000
October 1, 2026	674,000
April 1, 2027	697,000
October 1, 2027	697,000
April 1, 2028	721,000
October 1, 2028	722,000
April 1, 2029	746,000
October 1, 2029	748,000
April 1, 2030	773,000
October 1, 2030	773,000
April 1, 2031	801,000
October 1, 2031	800,000
April 1, 2032	829,000
October 1, 2032	828,000
April 1, 2033	857,000
October 1, 2033	858,000

April 1, 2034	887,000
October 1, 2034	888,000
April 1, 2035	919,000
October 1, 2035	919,000
April 1, 2036	951,000
October 1, 2036	951,000
April 1, 2037	985,000
October 1, 2037	984,000
April 1, 2038	1,019,000
October 1, 2038	1,019,000
April 1, 2039	1,054,000
October 1, 2039	1,055,000

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day the payment due on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner under the Ordinance or this Note, and the balance thereof shall apply to principal.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE HOLDER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR USE OR APPLICATION OF AD VALOREM TAX REVENUES OF THE ISSUER FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE ORDINANCE.

This Note is issued pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 163, Part III, Florida Statutes, Chapter 166, Parts I and II, Florida Statutes, the municipal charter of the City of Destin, Florida, and other applicable provisions of law and Ordinance No. 24-19-CN enacted by the City Council of the Issuer on November 4, 2024, as supplemented by a resolution adopted by the City Council of the Issuer on November 4, 2024 (collectively, the "Ordinance"), and is subject to all the terms and conditions of the Ordinance. All terms, conditions and provisions of the Ordinance including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of this Note is secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the Issuer and a pledge of and lien upon the Pledged Revenues, in the manner and to the extent described in the Ordinance. Terms used

herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Ordinance.

In the event of a Determination of Taxability, "Interest Rate" means a per annum rate equal to the Taxable Rate, effective retroactively to the date on which the interest payable on this Note is includable for federal income tax purposes in the gross income of the Owner.

"Determination of Taxability" means the circumstance of interest paid or payable on this Note becoming includable for federal income tax purposes in the gross income of the Owner as a consequence of any act or omission of the Issuer. A "Determination of Taxability" shall be deemed to occur upon (i) the issuance by the Internal Revenue Service of a statutory notice of deficiency or other written notification which holds in effect that the interest payable on this Note is includable for federal income tax purposes in the gross income of the Owner, or (ii) a determination by a court of competent jurisdiction that the interest payable on this Note is includable for federal income tax purposes in the gross income of the Owner, which determination either is final and non-appealable or is not appealed within the requisite time period for appeal, or (iii) the admission in writing by the Issuer or an opinion of Note Counsel to the effect that interest on this Note is includable for federal income tax purposes in the gross income of the Owner, based only on an action or inaction by the Issuer and not based on a change in law.

For all purposes of this definition, a Determination of Taxability will be deemed to occur on the date as of which the interest on this Note is deemed includable in the gross income of the Owner. A Determination of Taxability shall not occur solely from the fact that such interest is taken into account in determining adjusted current earnings for the purpose of the alternative minimum income tax imposed on corporations. In addition to any other amounts to be paid hereunder, the Owner or any former Owner, as appropriate, shall be paid an amount equal to any additions to tax, interest and penalties, and any arrears in interest that are required to be paid to the United States of America by the Owner or any former Owner as a result of such Determination of Taxability. All such additional interest, additions to tax, penalties and interest shall be paid by the Issuer within thirty (30) days following the Determination of Taxability and demand by the Owner.

"Taxable Rate" shall mean the lesser of (i) the maximum interest rate permitted by applicable law, or (ii) the interest rate per annum that shall provide the Owner with the same after tax yield that the Owner would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Owner as a result of such Determination of Taxability. The Owner shall provide the Issuer with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the Issuer.

In the event of a payment default, the interest rate on the delinquent amount shall accrue at the Default Rate until the payment default is cured. If such payment default remains uncured for a period of 90 days after its due date, the interest rate on the entire principal

amount of the Note shall increase to the Default Rate. "Default Rate" means the rate of interest that would be borne by this Note but for the existence of a payment default, plus 3.00%.

Notwithstanding anything herein to the contrary, in the event that more than one of (i) a payment default, and (ii) a Determination of Taxability be ongoing at the same time, the interest rate shall be the higher of the Taxable Rate and the Default Rate, as applicable but such interest rate shall in no event exceed the maximum interest rate permitted by the Act.

A final payment in the amount of the entire unpaid balance, together with all accrued and unpaid interest thereon, shall be due and payable in full on the Maturity Date.

This Note shall be prepayable, in whole or in part, at the option of the Issuer at any time without penalty or premium.

Notwithstanding anything herein to the contrary, as further described in the Ordinance, unless there is an extension provided in writing by the Owner of this Note (the provision of any such extension being at the sole discretion of the Owner) to the Issuer, on October 1, 2029 the Issuer shall pay the Owner the entire outstanding principal balance and accrued interest on this Note, whereupon the Owner shall return this Note to the Issuer.

This Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Ordinance.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Destin, Florida has issued this Note and has caused the same to be executed by the manual signature of the Mayor and the City Manager, attested by the manual signature of its City Clerk, and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the 7th day of November, 2024.

CITY OF DESTIN, FLORIDA

(SEAL)

By: _____
Mayor

By: _____
Interim City Manager

ATTEST:

By: _____
City Clerk

EXHIBIT B

FORM OF LENDER'S CERTIFICATE

This is to certify Trustmark National Bank (the "Lender") has made a loan (the "Loan") to the City of Destin, Florida (the "Issuer"). The Loan is evidenced by the Issuer's \$25,000,000 Non-Ad Valorem Revenue Note, Series 2024 dated November 7, 2024 (the "Note"). The Lender acknowledges that the Loan is being made as a direct loan and not through the purchase of municipal securities. No inference should be drawn that the Lender, in the acceptance of said Note, is relying on Note Counsel or the City Attorney as to any such matters other than the legal opinions rendered by Note Counsel and the City Attorney. Any capitalized terms not otherwise defined herein shall have the meanings set forth in Ordinance No. 24-19-CN enacted by the City Council of the Issuer on November 4, 2024, as supplemented by a resolution adopted by the City Council of the Issuer on November 4, 2024 (collectively, the "Ordinance").

We are engaged in the business of entering into loan transactions similar to the Note.

We are aware that investment in the Note involves various risks, that the Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Note is secured solely from the sources described in the Resolution (the "Note Security").

We are a sophisticated investor and have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. We understand that no offering statement, prospectus, offering circular, official statement or other disclosure document containing material information with respect to the Issuer or the Note is being or has been prepared, and that, with due diligence, we have made our own inquiry and analysis with respect to the Issuer, the Note, and the Note Security. We have been provided access to and have reviewed all information about the Issuer we deemed necessary. In making our lending decision, we have relied upon the accuracy of information which has been provided to us by the Issuer and Ford & Associates, Inc., the Issuer's financial advisor (the "Financial Advisor"). We acknowledge that the Financial Advisor is not acting as a placement agent, and that the Financial Advisor represents solely the interests of the Issuer and not those of the Lender. Documentation for the Note will be provided by the Note Counsel.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Note and can bear the economic risk of our investment in the Note.

We acknowledge that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered, in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the

Issuer, Note Counsel nor the City Attorney shall have any obligation to effect any such registration or qualification.

We acknowledge that no CUSIP numbers or credit ratings have been obtained with respect to the Note. We are not acting as a broker or other intermediary, and are purchasing the Note as investments for our own account and not with a present view to a resale or other distribution to the public. We understand that the Note may be transferred only in whole and not in part; provided, however, we understand that the Note may only be transferred in accordance with the limitations set forth in the Resolution.

We are a bank (or wholly-owned subsidiary of a bank), trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

The interest rate represented by the Note was negotiated pursuant to an arms-length transaction. The full principal amount represented by the Note will be advanced by the Lender on this date to the Issuer.

We are an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

This Certificate is furnished by us as Lender based solely on our knowledge on the day hereof and is solely for the benefit of the Issuer and may not be relied upon by, or published or communicated to, any other person without our express written consent. We disclaim any obligation to supplement this letter to reflect any facts or circumstances that may hereafter come to our attention.

DATED this 7th day of November, 2024.

TRUSTMARK NATIONAL BANK

By: _____

Name:

Title:

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, proposes to negotiate with the City of Destin, Florida (the "Issuer") for the purchase of its City of Destin, Florida Non-Ad Valorem Revenue Note, Series 2024 (the "Note") in the principal amount of \$25,000,000. Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Lender") in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

Lender's Counsel Fees
Hand Arendall Harrison Sale – \$4,000

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Note to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to affect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.

4. The management fee to be charged by the Lender is \$0.

5. Truth-in-Bonding Statement:

The Note is being issued for the purpose of providing funds, together with other legally available funds of the Issuer, to finance and/or reimburse the costs of the Project and to pay the costs of issuance of the Note.

Unless earlier redeemed, the Note is expected to be repaid by October 1, 2039; at an interest rate of 3.48%, total interest paid over the life of the Note is estimated to be \$7,245,414.14, assuming there is no tender.

The Note will be payable solely from the Pledged Revenues, which consist primarily of Non-Ad Valorem Revenues budgeted, appropriated and deposited in the manner and to the extent described in Ordinance No. 24-19-CN enacted by the City Council of the Issuer on November 4, 2024, as supplemented by a resolution adopted by the City Council of the Issuer on November 4, 2024 (collectively, the "Ordinance"). Undefined capitalized terms used herein shall have the meanings assigned in the Ordinance. Issuance of the Note is estimated to result in an annual average of approximately \$2,164,525.28 of revenues of the Issuer not being available to finance the other services of the Issuer during the life of the Note. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The name and address of the Lender is as follows:

Trustmark National Bank
7700 U.S. Highway 98 West
Santa Rosa Beach, FL 32459

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 7th day of November, 2024.

TRUSTMARK NATIONAL BANK

By: _____
Name:
Title:

EXHIBIT D

FORM OF AMENDED AND RESTATED INTERLOCAL AGREEMENT

This AMENDED AND RESTATED INTERLOCAL AGREEMENT is made and entered into this 7th day of November, 2024 (herein, the "Agreement"), by and between the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA, a public body corporate and politic, and a public instrumentality, duly created pursuant to the Florida Community Redevelopment Act, Chapter 163, Part III, Florida Statutes, as amended (hereinafter referred to as the "Agency"), and the CITY OF DESTIN, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as the "City");

W I T N E S S E T H:

WHEREAS this Agreement amends and restates in its entirety the Interlocal Agreement by and between the Agency and the City dated May 21, 2021 (the "Prior Agreement"); and

WHEREAS, pursuant to Resolution No. 98-09 adopted by the City Council of the City (the "City Council") on March 3, 1998, the City created and established the Agency to conduct the community redevelopment purposes of the provisions of Part III, Chapter 163, Florida Statutes (the "Redevelopment Act"); and

WHEREAS, pursuant to Resolution No. 03-06 adopted by the City Council on June 2, 2003, the City determined that the area described therein as the "Harbor Community Redevelopment Area" is a blighted area as defined in Section 163.340(8), Florida Statutes, and made a finding of necessity for such area; and

WHEREAS, pursuant to Resolution No. 03-06 adopted by the City Council on June 2, 2003, the City approved the "Redevelopment Plan for the Harbor Community Redevelopment Area" (as may be amended from time to time, the "Harbor Redevelopment Plan"); and

WHEREAS, pursuant to Ordinance No. 03-01-CRA enacted by the City Council on June 16, 2003 (the "Harbor Trust Fund Ordinance"), the City provided for the establishment of a Redevelopment Trust Fund for the purpose of carrying out redevelopment in the Harbor Community Redevelopment Area pursuant to the Harbor Redevelopment Plan (the "Harbor Redevelopment Trust Fund"); and

WHEREAS, pursuant to Resolution No. 98-09 adopted by the City Council on March 3, 1998, the City approved the "Redevelopment Plan for the Town Center Community Redevelopment Area" (as may be amended from time to time, the "Town Center Redevelopment Plan"); and

WHEREAS, pursuant to Ordinance No. 328 enacted by the City Council on October 5, 1998 (the "Town Center Trust Fund Ordinance"), the City provided for the establishment of a Redevelopment Trust Fund for the purpose of carrying out redevelopment in the Town Center Community Redevelopment Area pursuant to the Town Center Redevelopment Plan (the "Town Center Redevelopment Trust Fund"); and

WHEREAS, on October 25, 2010, pursuant to Resolution No. 09-01-CRA adopted by the Board of Directors (the "Board") of the Agency on August 24, 2009 (as amended and supplemented from time to time, the "Agency Resolution"), the Agency issued its Community Redevelopment Agency of the City of Destin, Florida Harbor Community Redevelopment Area Phase 1 Revenue Note, Series 2009 (as amended, restated, replaced and re-issued from time to time, and as particularly amended, restated, replaced and re-issued on September 18, 2015, the "Agency Note") for the purpose of financing the cost of a redevelopment project within the Harbor Community Redevelopment Area (the "2009 Harbor CRA Project"); and

WHEREAS, the 2009 Harbor CRA Project is located in the area of operation of the City and serves a public purpose, in furtherance of the purposes for which the Agency was created; and

WHEREAS, the Agency Note was heretofore secured by Trust Fund Revenues which consist of, collectively, (i) Net Tax Increment Revenues (as defined in the Agency Resolution), and (ii) all investment earnings and income thereon; and

WHEREAS, pursuant to Ordinance No. 2021-11-CN enacted on May 17, 2021 and a resolution adopted on May 17, 2021 (collectively, the "2021 Ordinance"), the City issued its \$9,905,000 City of Destin, Florida Non-Ad Valorem Refunding Revenue Note, Series 2021 (the "2021 Note") for the purpose, amongst others, of currently refunding the Agency Note for net present value debt service savings; and

WHEREAS, pursuant to Ordinance No. 24-19-CN enacted on November 4, 2024 and a resolution adopted on November 4, 2024 (collectively, the "2024 Ordinance," and together with the 2021 Ordinance, the "Ordinances"), the City issued its not to exceed \$25,000,000 City of Destin, Florida Non-Ad Valorem Revenue Note, Series 2024 (the "2024 Note," and together with the 2021 Note, the "City Notes") for the purpose, amongst others, of undergrounding overhead utility facilities along Highway 98 from Marler Bridge to Airport Road (the "Undergrounding Project") and for the acquisition of certain land within the City located at 1 Harbor Boulevard for the purpose of providing public park and other public facilities located within the City (the "1 Harbor Project"); and

WHEREAS, the portion of the Undergrounding Project located within the Harbor Community Redevelopment Area and the 1 Harbor Project which is located within the Harbor Community Redevelopment Area are hereinafter referred to as the "2024 Harbor CRA Projects," and together with the 2009 Harbor CRA Project, the "Harbor CRA Projects"); and

WHEREAS, the portion of the Undergrounding Project located within the Town Center Community Redevelopment Area is hereinafter referred to as the "Town Center CRA Project," and together with the Harbor CRA Projects, the "CRA Projects"); and

WHEREAS, the City and Agency desire to enter into this Agreement to memorialize the terms by which the Agency shall reimburse the City for its obligations heretofore incurred by the Agency by paying to the City each year, from Harbor Tax Increment Revenues and the Town Center Tax Increment Revenues, as applicable, an amount equal to the applicable annual principal and interest payments on the City Notes attributable to the respective CRA Projects; and

WHEREAS, the City provided notice of its intent to authorize issuance of the Series 2024 Note and execution of this Agreement pursuant to Section 163.346 of the Redevelopment Act.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into the terms of this Agreement.

2. Definitions. The following terms in this Agreement shall have the following meanings unless the text otherwise expressly requires:

"Harbor Tax Increment Revenues" shall mean the tax increment revenues derived from the Harbor Community Redevelopment Area and received by the Agency from the City, Okaloosa County and, to the extent permitted by law, any other "taxing authority", and deposited to the Harbor Redevelopment Trust Fund, all pursuant to Section 163.387, Florida Statutes, and the Harbor Trust Fund Ordinance. For purposes of this definition, the term "Taxing Authority" shall have the meaning ascribed thereto in Section 163.340(24), Florida Statutes, or any other successor statute or statutory provision to the extent the same maybe applicable in respect of the Harbor Tax Increment Revenues.

"Town Center Tax Increment Revenues" shall mean the tax increment revenues derived from the Town Center Community Redevelopment Area and received by the Agency from the City, Okaloosa County and, to the extent permitted by law, any other "taxing authority", and deposited to the Town Center Redevelopment Trust Fund, all pursuant to Section 163.387, Florida Statutes, and the Town Center Trust Fund Ordinance. For purposes of this definition, the term "Taxing Authority" shall have the meaning ascribed thereto in Section 163.340(24), Florida Statutes, or any other successor statute or statutory provision to the extent the same maybe applicable in respect of the Town Center Tax Increment Revenues.

3. Obligation to Repay City.

A. To the extent permitted by the Redevelopment Act, the Agency shall reimburse the City for all costs incurred by the City on behalf of the Agency in connection with the issuance of the City Notes which are attributable to the Harbor CRA Projects as described in Section 4.C hereof. In the event Harbor Tax Increment Revenues are not sufficient to immediately reimburse the City for these payments, then, in addition to the amounts due the City as described in the immediately preceding sentence, the Agency shall pay the same interest rate due on the City Notes on amounts paid by the City and due and owing from the Agency from Harbor Tax Increment Revenues from the date of such payment until and including the date reimbursed by the Agency.

B. To the extent permitted by the Redevelopment Act, the Agency shall reimburse the City for all costs incurred by the City on behalf of the Agency in connection with the issuance of the City Notes which are attributable to the Town Center CRA Project as described in Section 4.D hereof. In the event Town Center Tax Increment Revenues are not sufficient to immediately reimburse the City for these payments, then, in addition to the amounts due the City as described in the immediately preceding sentence, the Agency shall pay the same interest rate due on the City Notes on amounts paid by the City and due and owing from the Agency from Town Center Tax Increment Revenues from the date of such payment until and including the date reimbursed by the Agency.

4. Financing.

A. The City's issuance of the City Notes is authorized by and in accordance with the Ordinances for the purpose of financing, refinancing and/or reimbursing as the case may be, the costs of the CRA Projects and for other lawful purposes authorized by the Ordinances. The debt service on the City Notes is not secured by any amounts pledged to the City hereunder.

B. In consideration of the payment of the Harbor Tax Increment Revenues by the Agency to the City to pay the portion of the City Notes which is attributable to the Harbor CRA Projects, the City has refinanced and financed, as the case may be, the cost of the Harbor CRA Projects through the issuance of the City Notes pursuant to the Ordinances.

C. Upon execution of this Agreement, the Agency shall timely deposit or cause to be deposited Harbor Tax Increment Revenues received from time to time by the Agency with the City in amounts sufficient to pay the following (the "Harbor CRA Obligations"):

- (i) all amounts paid or payable pursuant to the Ordinances, by reason of the issuance of the portion of the City Notes which is attribute to the Harbor CRA Projects; and

(ii) all amounts necessary to reimburse the City for amounts expended by it to pay any of the items mentioned in clause (i) above and any interest thereon as prescribed in Section 3 hereof.

The Agency agrees that it will reimburse the City for any subsequent shortfalls which may be encountered hereafter in the amounts payable by the Agency from Harbor Tax Increment Revenues to the City in respect of applicable annual debt service on the City Notes.

The obligation to transfer the Harbor Tax Increment Revenues to the City to pay the Harbor CRA Obligations shall survive the date on which the City Notes are no longer due and owing under the Ordinances.

Any Harbor Tax Increment Revenues received by the Agency in excess of the amount necessary to pay the Harbor CRA Obligations set forth above may be retained by the Agency and used for any lawful purpose of the Agency.

D. Upon execution of this Agreement, the Agency shall timely deposit or cause to be deposited Town Center Tax Increment Revenues received from time to time by the Agency with the City in amounts sufficient to pay the following (the "Town Center CRA Obligations"):

(i) all amounts paid or payable pursuant to the Ordinances, by reason of the issuance of the portion of the City Notes which is attribute to the Town Center CRA Project; and

(ii) all amounts necessary to reimburse the City for amounts expended by it to pay any of the items mentioned in clause (i) above and any interest thereon as prescribed in Section 3 hereof.

The Agency agrees that it will reimburse the City for any subsequent shortfalls which may be encountered hereafter in the amounts payable by the Agency from Town Center Tax Increment Revenues to the City in respect of applicable annual debt service on the City Notes.

The obligation to transfer the Town Center Tax Increment Revenues to the City to pay the Town Center CRA Obligations shall survive the date on which the City Notes are no longer due and owing under the Ordinances.

Any Town Center Tax Increment Revenues received by the Agency in excess of the amount necessary to pay the Town Center CRA Obligations set forth above may be retained by the Agency and used for any lawful purpose of the Agency.

E. (i) In order to secure its indebtedness to the City for the Harbor CRA Obligations, the Agency hereby pledges to the City the Harbor Tax Increment Revenues which pledge shall be prior and superior to all other pledges thereof; provided, however, that the tax

increment revenues which derive from any other redevelopment areas heretofore or subsequently established by the Agency are not pledged in any manner to secure the Harbor CRA Obligations.

(ii) In order to secure its indebtedness to the City for the Town Center CRA Obligations, the Agency hereby pledges to the City the Town Center Tax Increment Revenues which pledge shall be prior and superior to all other pledges thereof; provided, however, that the tax increment revenues which derive from any other redevelopment areas heretofore or subsequently established by the Agency are not pledged in any manner to secure the Town Center CRA Obligations.

F. (i) The Agency is presently entitled to receive the Harbor Tax Increment Revenues to be deposited in the Harbor Redevelopment Trust Fund, and has taken all action required by law to entitle it to receive such Harbor Tax Increment Revenues, and the Agency will diligently enforce the obligation of any Taxing Authority to appropriate its proportionate share of the Harbor Tax Increment Revenues and will not take, or consent to or adversely permit, any action which will impair or adversely affect the obligation of each such Taxing Authority to appropriate its proportionate share of such Harbor Tax Increment Revenues, impair or adversely affect in any manner the deposit of such Harbor Tax Increment Revenues in the Harbor Redevelopment Trust Fund, or the pledge of such Harbor Tax Increment Revenues hereby to the extent as described herein. The Agency and the City shall be unconditionally and irrevocably obligated so long as the City Notes are outstanding, and until the payment in full by the Agency of its indebtedness to the City for the Harbor CRA Obligations, to take all lawful action necessary or required in order to ensure that each such Taxing Authority shall appropriate its proportionate share of the Harbor Tax Increment Revenues as now or later required by law, and to make or cause to be made any deposits of Harbor Tax Increment Revenues or other funds required by this Agreement.

(ii) The Agency is presently entitled to receive the Town Center Tax Increment Revenues to be deposited in the Town Center Redevelopment Trust Fund, and has taken all action required by law to entitle it to receive such Town Center Tax Increment Revenues, and the Agency will diligently enforce the obligation of any Taxing Authority to appropriate its proportionate share of the Town Center Tax Increment Revenues and will not take, or consent to or adversely permit, any action which will impair or adversely affect the obligation of each such Taxing Authority to appropriate its proportionate share of such Town Center Tax Increment Revenues, impair or adversely affect in any manner the deposit of such Town Center Tax Increment Revenues in the Town Center Redevelopment Trust Fund, or the pledge of such Town Center Tax Increment Revenues hereby to the extent as described herein. The Agency and the City shall be unconditionally and irrevocably obligated so long as the City Notes are outstanding, and until the payment in full by the Agency of its indebtedness to the City for the Town Center CRA Obligations, to take all lawful action necessary or required in order to ensure that each such Taxing Authority shall appropriate its proportionate share of the Town Center Tax Increment Revenues as now or later required by law, and to make or cause to

be made any deposits of Town Center Tax Increment Revenues or other funds required by this Agreement.

G. (i) The Agency does hereby authorize and consent to the exercise of full and complete control and custody of the Harbor Redevelopment Trust Fund, and any and all moneys therein, by the City for the purpose provided in this Agreement, including payment of the Harbor CRA Obligations.

(ii) The Agency does hereby authorize and consent to the exercise of full and complete control and custody of the Town Center Redevelopment Trust Fund, and any and all moneys therein, by the City for the purpose provided in this Agreement, including payment of the Town Center CRA Obligations.

5. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

6. Applicable Provisions of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinafter," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion in which any such word is used.

8. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

9. City Council Members of the City Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the City Notes or for any claim based thereon or otherwise in respect thereof, shall be had against any City Council members of the City, as such, of the City, past, present or future, either directly or through the City it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the City Council members of the City, as such, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such City Council member of the City, as such, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the City Notes on the part of the City.

10. Board Members of the Agency Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the City Notes or for any claim based thereon or otherwise in respect thereof, shall be had against any board members of the Agency, as such, of the Agency, past, present or future, either directly or through the Agency it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the board members of the governing board of the Agency, as such, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such board member of the Agency, as such, are waived and released as a condition of, and as a consideration for, the execution of this Agreement.

11. Obligations Limited. By execution of this Agreement, the Agency hereby consents to all the provisions of the Ordinance. The obligation to pay to the City the Harbor CRA Obligations and Town Center CRA Obligations shall not be deemed to constitute a debt of the Agency or a pledge of the faith and credit of the Agency, but such Harbor CRA Obligations and Town Center CRA Obligations shall be payable solely from the Harbor Tax Increment Revenues and the Town Center Tax Increment Revenues, as applicable, to be received by the Agency pursuant to the Redevelopment Act. The Agency has no taxing power.

12. Eligibility to Receive Harbor Tax Increment Revenues and the Town Center Tax Increment Revenues. The Agency shall comply with all applicable requirements set forth in the Redevelopment Act which are necessary in order to receive Harbor Tax Increment Revenues and Town Center Tax Increment Revenues from each applicable Taxing Authority and shall take all lawful action necessary or required to continue to receive such Harbor Tax Increment Revenues and Town Center Tax Increment Revenues so long as it exists and shall not allow an impairment of its receipt of the Harbor Tax Increment Revenues and Town Center Tax Increment Revenues to the detriment of the City.

13. Amendment and Restatement. This Agreement amends and restates in its entirety the Prior Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof as of the day and year first written above.

CITY OF DESTIN, FLORIDA

(SEAL)

Bobby Wagner, Mayor

Larry Jones, Interim City Manager

ATTEST:

Rey Bailey, City Clerk

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF DESTIN,
FLORIDA

Chair

ATTEST:

Secretary

[Signature Page to Agreement]

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 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: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Krystal Strickland, Finance Director

DATE: 10/24/24

SUBJECT: Utility Undergrounding Carrier Contracts

I. BACKGROUND: The undergrounding of utilities project is an initiative identified as part of the City's Strategic Plan. In addition to the FPL electrical lines that are currently on the poles other companies (Cox, Century Link, and Unity Fiber) have infrastructure on those poles as well. The utility undergrounding project will also have to underground the other non-FPL infrastructure on the poles.

Several other utility carriers (Giga Power and Next City) desire to contract with ADS to have their infrastructure undergrounded while the city undergrounds the existing infrastructure on the poles. This work will be done at no cost to the city. Coordination and Cooperation Agreements will be executed to support these efforts.

II. DISCUSSION: This agenda item brings forward the necessary carrier contracts and coordination & cooperation agreements for the utility undergrounding project.

Carrier Contracts:

Cox Communications Agreement	\$885,889.30
Century Link Agreement	\$186,409.79
Unity Fiber Agreement	\$373,172.00

Coordination and Cooperation Agreements:

Gigapower

The COORDINATION & COOPERATION AGREEMENT REGARDING INSTALLATION OF UNDERGROUND UTILITY FACILITIES will apply to and govern the relationship between Gigapower and the City in connection with the installation of Gigapower's facilities in the City's Phase I Utility Underground Conversion Project Area.

Basically, it says that the parties will coordinate and cooperate with each other as appropriate, that Gigapower will engage ADS for the installation work pursuant to a separate agreement with ADS, the city will authorize use city rights-of-way and will assist with

permitting, and that Gigapower will ensure (through contract or through its own efforts) that all work is done in compliance with applicable laws, rules, and good engineering practice, and that Gigapower will ensure timely completion of the installation of its facilities.

NextCity - agreement not received yet, will be brought to the council later

A. Link to Strategic Goals / Objectives: 1.3 Underground Utilities

B. Effect on Budget (EOB): Funds are available in the FY 2025 Adopted Budget to underground the telecom overhead utilities. Staff propose to expend the adopted funds in the order of most restricted to least restricted.

Cox	\$	885,889.30	due 12/04/24 2024 Loan
Century Link	\$	186,409.79	due 12/04/24 2024 Loan
Unity Fiber	\$	373,172.00	monthly percent complete Elec Franch Fees
	\$	<u>1,445,471.09</u>	

	12953931-565000-	31553977-565000-	32453900-565000-	
	UNDER	UNDER	UNDER	
	Oka Half Penny	Electric Franch Fee	2024 Bonds	TOTAL
FY 25 Adopted Budget*	\$ 500,000	\$ 800,000	\$ 11,309,972	\$ 12,609,972
Previous Expenses/Encumbrances	-	-	-	-
Available Program Budget	500,000	800,000	11,309,972	12,609,972
This Agreement +(-)	-	(373,172)	(1,072,299)	(1,445,471)
FY 25 Remaining Program Budget	\$ 500,000	\$ 426,828	\$ 10,237,673	\$ 11,164,501

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

D. Legislative Sponsor:

III. CONCLUSION: Staff recommends the council approve the attached carrier contracts and coordination & cooperation agreement. This will allow the contractor to begin construction activities.

IV. RECOMMENDED MOTION:

A. I move that Council approve the Cox Facility Underground Agreement and authorize the City Manager to execute.

B. I move that Council approve the CenturyLink Facility Underground Agreement and authorize the City Manager to execute.

C. I move that Council approve the Uniti Fiber Facility Underground Agreement and authorize the City Manager to execute.

D. I move that Council approve the Gigapower Coordination Agreement and authorize the City Manager to execute.

Attachments:

ITEM # 2024-774

1. Cox Facilities Underground Relocation Agreement.Signed.10-14-2024
2. CenturyLink Construction Proposal w Standard Terms & Conditions.10-28-2024
3. Uniti Fiber Utility Work Agreement for UG Project w Standard Terms Conditions.09-16-2024v2.UPDATED.10-28-2024
4. GIGAPOWER-ADS AGREEMENT w GIGAPOWER-CITY COORDINATION AGREEMENT.SINGLE DOCUMENT.10-28-2024

TELECOMMUNICATION FACILITIES UNDERGROUND RELOCATION AGREEMENT

This Telecommunication Facilities Underground Relocation Agreement ("Agreement") is made and entered into this 14th day of October, 2024, by and between Cox Communications Gulf Coast, L.L.C. ("Cox"), a limited liability company organized and existing under the laws of the State of Delaware and authorized to do business in Florida, having its principal place of business at 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328, and the City of Destin, Florida, a municipal corporation of the State of Florida ("City"), having its principal place of business at 4200 Indian Bayou Trail, Destin, Florida 32541. Each of Cox and the City is referred to herein as a "Party" and they are collectively referred to as the "Parties" to this Agreement.

RECITALS

WHEREAS, Cox has a franchise from the State of Florida to provide telecommunications and related services within the City of Destin and provides such services using a combination of aerial (or overhead) facilities and underground facilities pursuant to existing rights for the use of such facilities; and

WHEREAS, the City has authorized and is proceeding to develop and implement the first phase ("Phase I") of a comprehensive project (the "Project") along and in the vicinity of U.S. Highway 98 from the Marler Bridge to Airport Boulevard in Destin to convert all existing overhead utility facilities, including electric, telecommunications, cable television, and similar facilities to underground facilities in the public interest; and

WHEREAS, the City and Cox desire to enter into an agreement that establishes the terms, conditions, and mutual rights and responsibilities of the Parties with respect to the relocation and conversion of Cox's existing aerial (overhead) facilities in the City to underground facilities as part of the Project; and

NOW, THEREFORE, in consideration of the foregoing Recitals, all of which are incorporated herein, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, Cox and the City agree as follows.

Summary of Project and Principal Terms of Agreement

Phase I of the Project: Conversion of all overhead/aerial utility facilities along and in the vicinity of U.S. Highway 98, also known as Harbor Boulevard, from the Marler Bridge to Airport Boulevard in Destin, Florida. This area in which the underground

conversion of overhead facilities contemplated by this Agreement is known as the "Project Area" and is shown on the attached Exhibit A.

Work: The work contemplated by this Agreement is the conversion of all existing overhead facilities owned and operated by Cox in the Project Area to underground facilities and service, and the interconnection and integration of existing Cox underground facilities in the Project Area with the facilities being converted from overhead to underground (the "Work").

General Responsibilities: The City will engage the City's Contractor to install conduit and related facilities (defined below). Cox will install fiber and other necessary facilities and appurtenances in the conduit and related facilities installed by the City's Contractor. City will pay for the Work pursuant to the terms of this Agreement. The Parties will cooperate and coordinate to ensure the timely, orderly, and efficient completion of the Work. Upon completion, Cox will own all of the facilities, equipment, appurtenances, and related materials that provide Cox's service in the Project Area.

Time: The Parties agree that it is their common goal to complete all components and elements of the Work by December 31, 2025.

Existing Cox Facilities to be Relocated to Underground Facilities

Cox currently owns and operates both overhead facilities and underground facilities ("Existing Cox Facilities") in the Project Area. The current location of all of the Existing Cox Facilities (i.e., both overhead and underground facilities) is set forth and depicted in Exhibit B attached hereto. The Work contemplated by this Agreement specifically involves and includes the removal of all of Cox's existing overhead or aerial facilities and the replacement or relocation of such aerial Facilities with facilities placed underground, including the integration of the new underground facilities with Cox's existing underground facilities. This removal requirement is commonly referred to as "wreck-out" and includes the removal of all poles, fiber, other linear facilities, equipment, and other appurtenances that, upon completion of the Work, are no longer necessary for Cox to supply service to its customers in the Project Area.

Engineering and Design Work

Recognizing that time is of the essence, and that early completion of the engineering and design work needed for the installation of the Cox Underground Facilities is essential to the timely and expeditious completion of the Project, the Parties have entered into a separate transaction whereby the City has paid to Cox the sum of Ten Thousand Two Hundred Forty-Two Dollars (\$10,242.00) for such advance engineering and design work.

Responsibilities of the Parties

Joint Responsibilities of the Parties. The Parties agree to cooperate fully to design, plan, and complete the installation of Cox's Underground Facilities. The Parties agree to use commercially reasonable efforts to complete their respective portions of the Work as expeditiously as is reasonably practicable under the circumstances. Each Party will cause its agents and contractors and subcontractors to cooperate and coordinate with each other, and with other entities whose facilities are being converted to underground as part of the overall Project, to ensure the timely, orderly, safe, and efficient completion of all such underground conversion work that is part of the overall Project. (The other utility entities whose facilities are being converted as part of the Project include Florida Power & Light Company, CenturyLink, and UnitiFiber.)

City's Covenants and Responsibilities. The City hereby grants to Cox the right to use the City's rights-of-way for Cox's Underground Facilities. The City has engaged Utility Consultants of Florida ("UCoF") to be its Project Manager for the Project, and the City plans to engage Accurate Drilling Systems, Inc., ("ADS") as its prime contractor for the conversion of all overhead utility facilities located in the Phase I Project Area to underground, subject to the specific agreements between the City and other utility providers, including Cox. The City's Contractor will install all conduit, handholes, telecommunications pedestals, and related facilities, excluding fiber and other cable and connection hardware and materials (collectively, the "Conduit and Related Facilities"). The City will require UCoF and ADS to cooperate fully with Cox in the design, planning, and construction of all aspects of the Project so as to ensure that Cox's Underground Facilities are installed as expeditiously as is reasonably practicable. The City will also pay to Cox, for the portions of the Work to be performed by Cox and its contractors and agents, the sum of Eight Hundred Seventy-Five Thousand Six Hundred Forty-Seven Dollars and Thirty Cents (\$875,647.30) in a form acceptable to Cox within thirty (30) days following approval of this Agreement by the Destin City Council.

Cox's Covenants and Responsibilities. Cox will, either through an affiliate entity or through a separately engaged contractor and subcontractors, install all necessary fiber, cable, and related connection hardware and materials as expeditiously as is reasonably practicable. Cox will also, to the extent deemed necessary by Cox, inspect the installation of the Conduit and Related Facilities during the installation thereof.

Permitting

Cox will have the responsibility to apply for and obtain all permits necessary for the installation of the Underground Facilities from the Florida Department of Transportation ("FDOT") and from any other state agency or governmental authority having permitting authority, except the City. Cox shall have the responsibility to apply for any permits required by the City, provided that the City will expedite the processing

and issuance of such permits and the City will waive any fees for processing Cox's permit applications and issuing permits to Cox. Further, the City will cooperate with Cox and support Cox's applications for permits from the FDOT and from any other state agency or governmental authority, as necessary.

Ownership and Responsibility for Underground Facilities

During the period in which the Conduit and Related Facilities to be installed by the City's Contractor are being installed, up to Cox's acceptance of the Conduit and Related Facilities, the City shall be responsible for all such Conduit and Related Facilities. Upon completion of the Project, all of the Conduit and Related Facilities as well as all fiber, cable, additional materials, equipment, and appurtenances installed by Cox as part of the Work, which together will comprise Cox's Underground Facilities, will be the property of Cox. Accordingly, Cox shall have reasonable access and opportunity to inspect the Conduit and Related Facilities throughout the installation of those facilities by the City's Contractor. As soon as practicable after the installation of the Conduit and Related Facilities by the City's Contractor is complete, Cox shall conduct a final inspection of the Conduit and Related Facilities and shall provide to the City written notice of acceptance of the Conduit and Related Facilities in the form attached hereto as Exhibit C. Upon acceptance by Cox, all of the Conduit and Related Facilities shall become the property of Cox, which shall thereafter have all responsibility for such Conduit and Related Facilities, as well as for all materials, equipment, appurtenances, and related facilities installed by Cox.

Indemnification

To the extent permitted by applicable law, including the limitations provided by Section 768.28, Florida Statutes, City will indemnify and defend Cox, its affiliates, employees, invitees, contractors, subcontractors, agents, representatives and servants from and against any loss, cost, damage, and expense of whatever kind, including, but not limited to, the cost of obtaining any authorizations required to relocate the Facilities (collectively "Claims"), arising directly or indirectly from (a) the Work, (b) the use or occupancy of the space occupied by Cox's Underground Facilities, or (c) City's failure to perform under this Agreement. This indemnification will be limited to such claims or damages that arise from the sole or partial negligence, actions, or inaction of the City or City's affiliates, employees, invitees, contractors, subcontractors, agents, representatives, and servants. Such Claims shall include attorneys' fees and court costs. The provisions of this paragraph (6) shall survive the performance of the Work and any termination of this Agreement. The City's agreement to indemnify Cox is not and may not be construed as a waiver of the City's sovereign immunity.

To the extent permitted by applicable law, Cox will indemnify and defend the City, its affiliates, employees, invitees, contractors, subcontractors, agents, representatives and

servants from and against any losses, costs, damages, claims, or expenses of whatever kind, including, but not limited to, any additional costs incurred by the City arising directly or indirectly from (a) Cox's performance or non-performance of the Work, including any acts or failures to act by Cox's contractors or subcontractors, in accordance with this Agreement, (b) the use or occupancy of the space occupied by Cox's Underground Facilities, or (c) Cox's failure to perform under this Agreement. This indemnification will be limited to such claims or damages that arise from the sole or partial negligence, actions, or inaction of Cox or Cox's affiliates, employees, invitees, contractors, subcontractors, agents, representatives, and servants. Such indemnification shall include any attorneys' fees and court costs that the City is required to incur or to pay as a result of such negligence, action, or inaction by Cox or its affiliates or privies. The provisions of this paragraph (6) shall survive the performance of the Work and any termination of this Agreement.

Term and Termination

This Agreement shall become effective upon the Effective Date as provided hereinbelow and shall continue in effect until December 31, 2026 unless otherwise agreed in writing by the Parties. Any termination of this Agreement shall be subject to the Termination and Remedies for Breach provisions set forth in EXHIBIT "A" to this Agreement, which EXHIBIT A is the City's STANDARD TERMS AND CONDITIONS FOR TELECOMMUNICATIONS, VIDEO & INTERNET CARRIER UNDERGROUNDING AGREEMENTS.

Force Majeure

As used in this Agreement, an event of "**Force Majeure**" shall mean a cause or event beyond the reasonable control of and without the fault or negligence of the affected Party and such Party has been unable by the exercise of reasonable efforts to overcome or mitigate the effects of such act or event, including, without limitation, natural acts of God (e.g., earthquakes, flood, lightning, tornado, ice storms, unusually severe weather); acts of a public enemy; foreign and domestic acts of terror or terroristic threats; civil or military conflicts; acts of the government or quasi-governmental agency in either its sovereign or contractual capacity; delays directly attributable to government or quasi-governmental agencies' failure to timely act upon issues that directly affect the efficiency of the Work; fires; floods; epidemics; quarantine restrictions; freight embargoes; and strikes and labor disturbances. Force Majeure shall not include the financial or monetary constraints or inability of either Party to pay its debts as they come due. The City is not excused of its obligation to pay Cox based solely on the occurrence of a Force Majeure event, but the City is not obligated to pay for work that Cox does not perform due to such Force Majeure Event. The burden of proof as to whether a Force Majeure event has occurred shall be upon the Party claiming that a Force Majeure event has prevented or impaired its performance under this Agreement. Excluding the City's payment obligations, if either Party is rendered wholly or partly unable to perform its obligations under this Agreement

because of a Force Majeure event, that Party will be excused from whatever performance is affected by the Force Majeure event to the extent so affected, provided that: the non-performing Party, within ten (10) days after knowing of the occurrence of the Force Majeure event, gives the other Party written notice describing the particulars of the occurrence; the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure event; and the non-performing Party uses all reasonable efforts to expeditiously overcome or mitigate the effects of such occurrence.

Insurance

The City shall require and cause City's Contractor, during the period of any work being performed under this Agreement, to procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the City and Cox against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees. During the period of any work being performed by Cox or Cox's agents or contractors under this Agreement, Cox shall procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the City and Cox against all loss, claims, damages and liabilities caused by Cox, its agents, contractors, or employees.

Entire Agreement; Inconsistencies; Interpretation

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. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment. 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

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; provided, the Parties will ask the court to interpret the terms hereof to give the greatest effect to the Parties' intentions in entering into this Agreement, and the Parties will negotiate in good faith to

amend this Agreement in a manner that reflects the Parties' original intentions and complies with the court's decisions.

Warranties of Authority to Enter into Agreement

Each Party hereby warrants to the other Party that the execution of this Agreement by the Parties' representatives and their performance hereunder (a) has been duly authorized by requisite action, (b) will not require any additional approval on the part of the Parties, and (c) will not violate any provision of law, any regulation or any contract or other obligation.

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. The 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 County, 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 either Party to file a lawsuit to enforce any term or provision under this Agreement, then the prevailing Party shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. **BY ENTERING INTO THIS AGREEMENT, COX AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.** 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 pursuant to Section 768.28, Florida Statutes.

City of Destin Standard Terms and Conditions

Attached as Exhibit A hereto are the CITY OF DESTIN STANDARD TERMS AND CONDITIONS FOR TELECOMMUNICATIONS, VIDEO & INTERNET CARRIER UNDERGROUNDING AGREEMENTS. The terms and conditions of these STANDARD TERMS AND CONDITIONS are hereby incorporated by reference and made a part of this Agreement.

Effective Date

This Agreement shall become effective as of the date on which the second Party signing the Agreement has thus signed.

APPROVED AND AGREED TO:

Cox Communications Gulf Coast, LLC

Name: J.D. Myers, II

Signature: 

Title: Senior Vice President and Region Manager

Cox Communications – East Region

Date: 10/14/2024

APPROVED AND AGREED TO:

City of Destin, Florida

Name: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT A
CITY OF DESTIN
STANDARD TERMS AND CONDITIONS
FOR TELECOMMUNICATIONS, VIDEO & INTERNET CARRIER
UNDERGROUNDING AGREEMENTS

These STANDARD TERMS AND CONDITIONS FOR TELECOMMUNICATIONS, VIDEO & INTERNET CARRIER UNDERGROUNDING AGREEMENTS ("Standard Terms and Conditions") are applicable to and incorporated by reference into all agreements relating to the installation of underground utility facilities or the conversion of existing overhead utility facilities to underground facilities between the City of Destin, Florida ("City") and any company providing telecommunications, video, cable television, internet, or similar services, any such company designated herein as the "Carrier."

1. Termination and Remedies for Breach.

A. If, through any cause within its reasonable control, the Carrier shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the City shall have the right to terminate the Agreement then remaining to be performed. Prior to the exercise of its option to terminate for cause, the City shall notify the Carrier of its violation of the particular terms of the Agreement and grant Carrier fourteen (14) days to either cure such default or propose a plan and timeline for doing so and begin making progress towards curing such default within the timeframe outlined. If the default remains uncured after fourteen (14) days (or, otherwise, as proposed within Carrier's plan) the City may terminate this Agreement.

i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Carrier (and sub-Carrier(s)) for the purposes of executing the Project shall be delivered to the City and the City shall compensate the Carrier for all Services satisfactorily performed prior to the date of termination. If City has paid to Carrier an excess of the compensation due to Carrier based on the percentage of Work completed, then Carrier shall pay to City a pro rata payment based on the percentage of Work completed.

ii. Notwithstanding the foregoing, the Carrier shall not be relieved of liability to the City for damages sustained by it by virtue of a breach of the Agreement by Carrier and the City may reasonably withhold payment to Carrier for the purposes of set-off until such time as the exact amount of damages due the City from the Carrier is determined.

iii. For the purposes of this Agreement, it shall be a material breach if Carrier, due to no fault other than its own, has caused delay in the City's prosecution (through its prime contractor) of its Phase I Utilities Undergrounding Project by a period of more than seven (7) days.

B. Termination for Convenience of City. The City may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 1 Paragraphs A(i) and A(ii) above shall be applicable hereunder.

C. Termination for Insolvency. The City also reserves the right to terminate the remaining Services to be performed in the event the Carrier is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

- D. Termination for failure to adhere to the Public Records Law. Failure of the Carrier to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.
- E. Remedy – Step-In: This Remedy is intended to be cumulative, in addition to, and without prejudice to any other remedy the City may have in equity, in law, or otherwise. In the event of termination, the City may opt to “Step-In” to the shoes of the Carrier and finish the Work on the Project by providing the Carrier a “Step-In Notice” within fourteen (14) days of the effective date of termination. The Step-In Notice shall specify the date the City intends to Step-In to the Project and perform the remaining Work. The City, with Carrier’s approval, may hire any duly qualified contractor to perform the remaining Work. Carrier shall be liable to City for the remaining Work and pay to the City the City’s full costs in performing the Work. In the event that City exercises the Step-In rights provided by this section, Carrier shall not have any rights to use the Work of the facilities by the City pursuant to this Step-In provision until full payment for the City’s work has been received by the City.

2. 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.

3. **WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, CARRIER 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. FURTHER, UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES SUFFERED BY THE DAMAGED PARTY, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED.**

4. 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 Chapter 119, Florida Statutes (the “Public Records Act”). *Both City and Carrier*

must comply with the Public Records Act. Specifically, both parties must:

- A. Keep and maintain public records required by applicable law in connection with City's and Carrier's performance of the services or work pursuant to this Agreement.
- B. Upon request by either party, provide the other 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.
- D. Upon completion of the contract, transfer to the City all public records in possession of the Carrier or keep and maintain public records required by the City in connection with Carrier's performance of the services or work pursuant to this Agreement. If the Carrier transfers all public records to the City upon completion of the contract, the Carrier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Carrier keeps and maintains public records upon completion of the contract, the Carrier shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the City, upon the request from the City's custodian of public records, in a format agreed upon by Carrier and City. The Carrier's obligations with respect to any public records retained by the Carrier following the completion of Carrier's work for the City shall survive the termination of any agreement between City and Carrier until all public records in Carrier's possession have either been returned to the City or until the retention period prescribed by the Public Records Act has expired.

IF THE CARRIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CARRIER'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.

- 6. Audit. The City and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Carrier with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.
- 7. 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 lzunguze@cityofdestin.com	With a copy to: Kimberly Romano Kopp City Attorney P.O. Box 5524 Destin, FL 32541 kkopp@romanokopplaw.com
If to the Carrier:	David Deliman Cox Communications Market Vice President 3405 McLemore Drive Pensacola, FL 32514 850-857-4573 david.deliman@cox.com	With a copy to: Michael Stull Senior Corporate Counsel Cox Communications 6205-B Peachtree Dunwoody Drive Atlanta, GA 30328 678-645-0156 michael.stull@coxinc.com

8. **Assignment.** Except in instances of assignment to a parent company or company held in common ownership with Carrier, Carrier shall not assign this Agreement or any part thereof, without the prior consent in writing of the City. In all instances of assignment of this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Carrier all of the obligations and responsibilities that Carrier has assumed toward the City.

9. **Civil Rights.** The Carrier agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Carrier and subCarriers from the formal quote solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

10. **Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Carrier, for itself, its assignees, and successors in interest, agrees as follows:

A. **Compliance with Regulations:** The Carrier will comply with all applicable regulatory and statutory requirements relating to nondiscrimination, including, without limitation, the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

B. **Nondiscrimination:** The Carrier, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subCarriers, including procurements of materials and leases of equipment. The Carrier will not participate directly or indirectly in any form or type of the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Carrier for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subCarrier or supplier will be notified by the Carrier of the Carrier's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. **Information and Reports:** The Carrier will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records,

accounts, other sources of information, and its facilities directly related to the project at hand to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Carrier is in the exclusive possession of another who fails or refuses to furnish the information, the Carrier will so certify to the City or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of a Carrier's noncompliance with the non-discrimination provisions of this contract, the City will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Carrier under the Agreement until the Carrier complies; and/or
11. Cancelling, terminating, or suspending the Agreement, in whole or in part.

F. **Incorporation of Provisions:** The Carrier will include the provisions of paragraphs one through six Paragraphs 10.A through 10.F of these Standard Terms & Conditions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Carrier will take action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Carrier becomes involved in, or is threatened with litigation by a subCarrier, or supplier because of such direction, the Carrier may request the City to enter into any litigation to protect the interests of the City. In addition, the Carrier may request the United States to enter into the litigation to protect the interests of the United States.

11. **Compliance with Laws.** Carrier shall secure any and all permits, licenses and approvals that may be required in order to perform the Carrier's work and services in accordance with this Agreement; shall exercise full and complete authority over Carrier's personnel; shall comply with all workers' compensation, employer's liability, and all other federal, state, City, and municipal laws, ordinances, rules and regulations required of an employer performing in accordance with this Agreement; and shall make all reports and remit all withholdings or other deductions from the compensation paid to Carrier's personnel as may be required by any federal, state, City, or municipal law, ordinance, rule, or regulation.

12. **Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

13. **Indemnification and Waiver of Liability.** Each party agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the other, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the indemnifying party's negligent acts, errors, mistakes or omissions relating to the work and services performed under this Agreement. An indemnifying party's duty to defend, hold harmless and indemnify the other party its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to, impairment of, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors,

mistakes or omissions the indemnifying party may be legally liable. The indemnification provisions of this Agreement shall survive the termination of the Agreement until any claims have been finally resolved or until any applicable statute of limitations has expired.

14. **Waiver and Non-Waiver.** The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of either party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of that party thereafter to enforce such provisions.

15. **Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. By entering into an agreement with the City, Carrier certifies that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more may be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 may be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Carrier of the City's determination concerning the false certification. The Carrier shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was made in error. If the Carrier does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statutes Section 215.4725.

16. **Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein (excepting the Agreement to which these STANDARD TERMS AND CONDITIONS are an exhibit), or any document incorporated into the Agreement to which these Standard Terms and Conditions are an exhibit, the term, statement, requirement, or provision contained in this Exhibit “___” shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment.

17. **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.

18. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by a writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

19. **Representation of Authority to Bind Carrier/Signatory.** The individual signing this Agreement on behalf of Carrier 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 Carrier and enforceable in accordance with its terms.

Special Construction Proposal

Contract No: **No**
Job Authorization No: **P158038**
CTL Affiliate: **EQ Florida-Panhandle**

Date: 7 / /2024

Billing Address:

Work Location:

Customer: City of Destin, FloridaOn and along Harbor Blvd/US98 from Airport Rd. toAttention: Louis Zunguze, City ManagerThe Marler Bridge at the Western City Limits of Destin
Okaloosa County, including areas adjacent thereto4200 Indian Bayou Trail
Destin, Florida 32541

This Proposal is governed by the terms and conditions set forth herein as well as any applicable state or federal tariffs filed with the appropriate state or federal regulators. Description and/or specifications of work to be performed by an operating affiliate of CenturyLink Inc. ("CenturyLink") under this Proposal ("Work") is as follows:

CenturyLink to perform the following work: Remove (1) a total of 2,220' feet of aerial fiber to be removed; (2) a total of 9024' feet of aerial copper to be removed. CenturyLink will supply and install in new underground Conduit to be installed by the City: (1) a total of 2713' of 400-900 pair copper cable; (2) a total of 1131' of 25 pair copper cable; (3) a total of 1082' of 200 pair copper cable; (4) a total of 3319' of 100 pair copper cable; (5) a total of 2340' of 24 Fiber; (5) a total of 3301' of 48 fiber; The work to be performed by CenturyLink will also include the placement or installation of 10 new handholes and 15 new tel-peds, also to be supplied by CenturyLink.

CenturyLink will provide 8100' of 2" hdpe conduit to the operating affiliate or contractor of the City of Destin to perform the directional bore and install the conduit for CenturyLink.

CenturyLink and the City agree to cooperate and coordinate all work associated with the foregoing to ensure the orderly, efficient, and cost-effective conversion and installation of CenturyLink's underground facilities as part of the City's Utility Undergrounding Project. The City's Standard Terms and Conditions for Telecommunications, Video & Internet Carrier Undergrounding Agreements are attached hereto and incorporated herein by reference.

Advance Payment (required before work begins): \$186,409.79Total Charges: One Hundred Eighty-Six Thousand Four Hundred Nine Dollars and 79/100ths

Customer shall indicate its acceptance of this Proposal by signing where indicated below. The date of Customer's signature shall be the effective date of this Proposal (the "Effective Date"). Upon such acceptance by Customer, this Proposal and the terms and conditions of any applicable Tariffs shall constitute a binding agreement.

For the Work performed hereunder, Customer will be responsible for the actual charges incurred by the Lumen affiliate performing the Work ("Provider"). The estimated charges above shall be paid prior to commencement of the Work ("Advance Payment"). Amounts due from Customer in excess of the Advance Payment shall be paid by Customer within thirty (30) days of invoice, or such longer time, if any, as set forth on such invoice. Refunds due Customer, if any, shall be refunded if and as required by applicable Tariffs. All past due, undisputed amounts due from Customer to Provider will be assessed a late fee at 14% APR. Where applicable, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against Provider or Customer, but excluding any taxes based on Provider's net income.

For Governmental Customers only, no Advance Payment is due. Lumen will submit an invoice of charges upon completion of the Work, payable within forty-five (45) days of receipt. Past due undisputed amounts will be assessed a late fee in accordance with applicable laws.

The Work in this Proposal is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning.

This Proposal shall be deemed withdrawn by Provider if not accepted by Customer within thirty (30) days of the date of this Proposal. Except for Proposals signed by Governmental Customers, if Provider has not received the Advance Payment within thirty (30) days of the Effective Date, this Proposal will automatically expire without further action by either party.

Attached as Exhibit A hereto are the CITY OF DESTIN STANDARD TERMS AND CONDITIONS FOR TELECOMMUNICATIONS, VIDEO & INTERNET CARRIER UNDERGROUNDING AGREEMENTS. The terms and conditions of these STANDARD TERMS AND CONDITIONS are hereby incorporated by reference and made a part of this Agreement.

Customer

Authorized Signature: _____

Name Printed/Typed: _____

Title: _____

Date: _____

EXHIBIT A
CITY OF DESTIN
STANDARD TERMS AND CONDITIONS
FOR TELECOMMUNICATIONS, VIDEO & INTERNET CARRIER
UNDERGROUNDING AGREEMENTS

These STANDARD TERMS AND CONDITIONS FOR TELECOMMUNICATIONS, VIDEO & INTERNET CARRIER UNDERGROUNDING AGREEMENTS ("Standard Terms and Conditions") are applicable to and incorporated by reference into all agreements relating to the installation of underground utility facilities or the conversion of existing overhead utility facilities to underground facilities between the City of Destin, Florida ("City") and any company providing telecommunications, video, cable television, internet, or similar services, any such company designated herein as the "Carrier."

1. Termination and Remedies for Breach.

A. If, through any cause within its reasonable control, the Carrier shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the City shall have the right to terminate the Agreement then remaining to be performed. Prior to the exercise of its option to terminate for cause, the City shall notify the Carrier of its violation of the particular terms of the Agreement and grant Carrier fourteen (14) days to cure such default. If the default remains uncured after fourteen (14) days the City may terminate this Agreement.

i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Carrier (and sub-Carrier(s)) for the purposes of executing the Project shall be delivered to the City and the City shall compensate the Carrier for all Services satisfactorily performed prior to the date of termination. If City has paid to Carrier an excess of the compensation due to Carrier based on the percentage of Work completed, then Carrier pay to City a pro rata payment based on the percentage of Work completed.

ii. Notwithstanding the foregoing, the Carrier shall not be relieved of liability to the City for damages sustained by it by virtue of a breach of the Agreement by Carrier and the City may reasonably withhold payment to Carrier for the purposes of set-off until such time as the exact amount of damages due the City from the Carrier is determined.

iii. For the purposes of this Agreement, it shall be a material breach if Carrier has caused delay in the City's prosecution (through its prime contractor) of its Phase I Utilities Undergrounding Project by a period of more than seven (7) days.

B. Termination for Convenience of City. The City may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 1 Paragraphs A(i) and A(ii) above shall be applicable hereunder.

C. Termination for Insolvency. The City also reserves the right to terminate the remaining Services to be performed in the event the Carrier is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

- D. Termination for failure to adhere to the Public Records Law. Failure of the Carrier to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.
- E. Remedy – Step-In: This Remedy is intended to be cumulative, in addition to, and without prejudice to any other remedy the City may have in equity, in law, or otherwise. In the event of termination, the City may opt to “Step-In” to the shoes of the Carrier and finish the Work on the Project by providing the Carrier a “Step-In Notice” within fourteen (14) days of the effective date of termination. The Step-In Notice shall specify the date the City intends to Step-In to the Project and perform the remaining Work. The City may hire any duly qualified contractor to perform the remaining Work. Carrier shall be liable to City for the remaining Work and pay to the City the City’s full costs in performing the Work. In the event that City exercises the Step-In rights provided by this section, Carrier shall not have any rights to use the Work of the facilities by the City pursuant to this Step-In provision until full payment for the City’s work has been received by the City.

2. **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.

3. **WAIVER OF JURY TRIAL.** BY ENTERING INTO THIS AGREEMENT, CARRIER 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.

4. **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 Chapter 119, Florida Statutes (the “Public Records Act”). Carrier must comply with the Public Records Act. Specifically, Carrier must:

A. Keep and maintain public records required by the City in connection with Carrier’s performance of the services or work pursuant to this Agreement.

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 Carrier 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 Carrier or keep and maintain public records required by the City in connection with Carrier's performance of the services or work pursuant to this Agreement. If the Carrier transfers all public records to the City upon completion of the contract, the Carrier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Carrier keeps and maintains public records upon completion of the contract, the Carrier shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the City, upon the request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. The Carrier's obligations with respect to any public records retained by the Carrier following the completion of Carrier's work for the City shall survive the termination of any agreement between City and Carrier until all public records in Carrier's possession have either been returned to the City or until the retention period prescribed by the Public Records Act has expired.

IF THE CARRIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CARRIER'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.

6. Audit. The City and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Carrier with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

7. 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
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If to the Carrier:	Contact Name	
	Entity Name, Inc.	
	Entity Address	
	City State Zip	
	850-	
	Email Address	

8. **Assignment.** Carrier shall not assign this Agreement or any part thereof, without the prior consent in writing of the City. If Carrier does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Carrier all of the obligations and responsibilities that Carrier has assumed toward the City.

9. **Civil Rights.** The Carrier agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Carrier and subCarriers from the formal quote solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

10. **Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Carrier, for itself, its assignees, and successors in interest, agrees as follows:

A. **Compliance with Regulations:** The Carrier will comply all applicable regulatory and statutory requirements relating to nondiscrimination, including, without limitation, the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

B. **Nondiscrimination:** The Carrier, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subCarriers, including procurements of materials and leases of equipment. The Carrier will not participate directly or indirectly in any form or type of the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Carrier for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subCarrier or supplier will be notified by the Carrier of the Carrier's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. **Information and Reports:** The Carrier will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Carrier is in the exclusive possession of another who fails or refuses to furnish the information, the Carrier will so certify to the City or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of a Carrier's noncompliance with the

nondiscrimination provisions of this contract, the City will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Carrier under the Agreement until the Carrier complies; and/or
11. Cancelling, terminating, or suspending the Agreement, in whole or in part.

F. **Incorporation of Provisions:** The Carrier will include the provisions of paragraphs one through six Paragraphs 10.A through 10.F of these Standard Terms & Conditions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Carrier will take action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Carrier becomes involved in, or is threatened with litigation by a subCarrier, or supplier because of such direction, the Carrier may request the City to enter into any litigation to protect the interests of the City. In addition, the Carrier may request the United States to enter into the litigation to protect the interests of the United States.

11. **Compliance with Laws.** Carrier shall secure any and all permits, licenses and approvals that may be required in order to perform the Carrier's work and services in accordance with this Agreement; shall exercise full and complete authority over Carrier's personnel; shall comply with all workers' compensation, employer's liability, and all other federal, state, City, and municipal laws, ordinances, rules and regulations required of an employer performing in accordance with this Agreement; and shall make all reports and remit all withholdings or other deductions from the compensation paid to Carrier's personnel as may be required by any federal, state, City, or municipal law, ordinance, rule, or regulation.

12. **Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

13. **Indemnification and Waiver of Liability.** The Carrier agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Carrier's negligent acts, errors, mistakes or omissions relating to Carrier's work and services performed under this Agreement. The Carrier's duty to defend, hold harmless and indemnify the City its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to, impairment of, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Carrier may be legally liable. The parties agree that TEN DOLLARS (\$10.00) paid by City and received by Carrier represents specific consideration to the Carrier for the indemnification set forth herein. The indemnification provisions of this Agreement shall survive the termination of the Agreement until any claims have been finally resolved or until any applicable statute of limitations has expired.

14. **Waiver and Non-Waiver.** The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the City to enforce

any of the provisions hereof shall not be construed to be a waiver of the right of the City thereafter to enforce such provisions.

15. **Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. By entering into an agreement with the City, Carrier certifies that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more may be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 may be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Carrier of the City's determination concerning the false certification. The Carrier shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was made in error. If the Carrier does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statutes Section 215.4725.

16. **Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein (excepting the Agreement to which these STANDARD TERMS AND CONDITIONS are an exhibit), or any document incorporated into the Agreement to which these Standard Terms and Conditions are an exhibit, the term, statement, requirement, or provision contained in this Exhibit “__” shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment.

17. **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

18. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by a writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

19. **Representation of Authority to Bind Carrier/Signatory.** The individual signing this Agreement on behalf of Carrier 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 Carrier and enforceable in accordance with its terms.

UTILITY WORK AGREEMENT

Financial Project ID:	Federal Project ID: n/a
County:	State Road No.:
District Document No:	
Utility Agency/Owner (City): City of Destin, FL	

THIS AGREEMENT, entered into this 16th day of September, year of 2024, by and between **UNITI FIBER LLC**, hereinafter referred to as "**Uniti**", and the City of Destin, FL, hereinafter referred to as the "**City**". Each of Uniti and the City may be referred to herein as a "**Party**" and they may be collectively referred to as the "**Parties**."

WITNESSETH:

WHEREAS, Uniti owns or has rights to use certain aerial utility facilities currently located on the public roads or publicly owned rights of way identified in Exhibit A hereto, hereinafter referred to as the "Uniti Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, the City is currently engaging in a project to convert all existing overhead utility facilities in the Project Area (as defined in Exhibit A hereto) to underground facilities (the "Project"), including the existing aerial (overhead) facilities owned and operated by Uniti (the "Uniti Facilities"); and

WHEREAS, Uniti and the City desire to enter into an agreement which establishes the terms and conditions applicable to the conversion of Uniti's Facilities as part of the City's Project;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Uniti and the City hereby agree as follows:

1. Performance of Utility Work

- a. Uniti shall perform its work associated with the Project in accordance with the utility relocation schedule set forth below and the plans and specifications for the Project mutually approved by the Parties.
- b. **Timelines.** The Parties shall mutually agree upon a start date and upon a schedule for the Project including the replacement of Uniti's aerial Facilities with underground Facilities. The Parties agree to cooperate and coordinate their efforts with respect to all work associated with the Project, including Uniti's conversion of its Facilities and the conversion of other utility facilities also being done as part of the Project so as to accomplish all of the work associated with the Project in an orderly, efficient, and cost-effective manner. To the extent practicable, Uniti shall perform its work associated with the Project in accordance with the following timelines:
 - permitting and preconstruction to be completed within 30 days after the start date;
 - installation of fiber, handholes, pedestals, and other appurtenances by Uniti as soon as is reasonably practicable following installation of Uniti's conduit by the City's Contractor,

UTILITY WORK AGREEMENT

but in any event within 30 days after the City's Contractor has completed the installation of all of Uniti's conduit;

- splicing and connecting Uniti's fiber and completing any and all other work associated with the installation of Uniti's new underground Facilities as soon as is reasonably practicable following the installation of Uniti's conduit by the City's Contractor, but in any event within 45 days following Uniti's installation of fiber, handholes, pedestals, and other appurtenances; and
- removal and disposal (also termed "wreck out") of existing aerial Facilities and associated restoration, as necessary, within 21 days after splicing is complete.

The Project shall be performed in a manner and using such methods so as to not cause a delay to Uniti or its contractors, and Uniti's work shall be performed in a manner and using such methods so as not to cause a delay to the City and its Contractor (including subcontractors to the City's Contractor) in the prosecution of the Project. The City shall be responsible for all costs incurred as a result of any delay to Uniti or its contractors caused by errors or omissions in the Plans or the schedule. Uniti shall be responsible for all costs incurred by the City as a result of any errors or omissions by Uniti in performing its responsibilities pursuant to this Agreement.

2. The City of Destin is responsible for the directional boring to accommodate the installation of the underground conduit for Uniti's underground Facilities.
3. Unless otherwise agreed in writing by the Parties, Uniti will be responsible for providing conduit, fiber optic cable, tracer wire, handholes, marker posts, and all other necessary materials for Uniti's underground Facilities, and for completing tie-ins, installing fiber optic cable into the conduit, installing tracer wire, and placing handholes and marker post.
4. Uniti shall be responsible for obtaining any and all permits that may be necessary to perform Uniti's part of the Project. The City agrees to expedite the issuance of any City permits necessary for Uniti's work and to support Uniti's applications for other permits. To the extent necessary, the City grants to Uniti Fiber the right to use the rights-of-way for which the City has jurisdiction and power to grant such rights. Uniti and the City shall cooperate and coordinate their respective efforts and work so as to accomplish both Uniti's installation of Uniti's underground Facilities and all other work that is part of the Project in an orderly, efficient, and cost-effective manner. The Parties agree that, consistent with these goals and principles, they will cooperate in good faith to make such adjustments and changes in the plans and schedule as the Parties mutually agree are necessary and appropriate for the orderly, efficient, and cost-effective execution of the Project.
5. The City is responsible for paying Uniti the amount below per monthly invoices based on percentage of work completed for Uniti Fiber's work associated with the Project.

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6. Indemnification

~~FOR GOVERNMENT-OWNED UTILITIES:~~

To the extent allowed by law, including expressly and without limitation the limitations on liability provided for by Section 768.28, Florida Statutes, the City shall indemnify, defend, and hold harmless Uniti and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense ("Claims") arising out of any acts, action, error, neglect, or omission by the City, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which Uniti or said parties may be subject; provided, that neither the City, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of Uniti or any of its officers, agents, or employees during the performance of this Agreement, and provided further, that Uniti shall indemnify, defend, and hold harmless the City and all of its officers, agents, and employees from any Claims arising out of any acts, action, error, neglect, or omission by Uniti, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which the City or said parties may be subject except to the extent such Claims are caused by the action or inaction of the City.

7. Force Majeure

Neither the City nor Uniti shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, pandemic, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

UTILITY WORK AGREEMENT

8. City of Destin Standard Terms and Conditions

Attached as Exhibit B hereto are the CITY OF DESTIN STANDARD TERMS AND CONDITIONS FOR TELECOMMUNICATIONS, VIDEO & INTERNET CARRIER UNDERGROUNDING AGREEMENTS. The terms and conditions of these STANDARD TERMS AND CONDITIONS are hereby incorporated by reference and made a part of this Agreement,

9. Miscellaneous

- a. This Agreement constitutes the complete and final expression of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the Parties understand and agree that Uniti has manuals and written policies and procedures which shall be applicable at the time of the Project. Copies of Uniti manuals, policies, and procedures will be provided to the City upon request.
- b. To the extent that Uniti is acting on behalf of the City, as provided under Section 119.011(2), Florida Statutes, this Agreement shall be subject to Florida Public Records Law including, without limitation, Chapter 119, Florida Statutes, as same may be amended from time to time. As required pursuant to Section 119.0701, Florida Statutes, Uniti shall comply with all applicable Florida public records laws.
- c. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

UNITI FIBER LLC
UTILITY WORK AGREEMENT

Page 5 of 4

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective the day and year first written.

UNITI FIBER LLC

DocuSigned by:
BY: (Signature)
253E01E31484498...

DATE: 9/16/2024

Name: John Halley

Title: Network Director, North Florida

THE CITY OF DESTIN, FL:

BY: _____

DATE: _____

Name: _____

Title: _____

EXHIBIT A

Written description of the route:

“Project Area” means the area on and along U.S. Highway 98 between Airport Road and the western Destin City Limits at the Marler Bridge, including adjacent areas in which certain utility facilities connected to and extending from the facilities on U.S. 98 are located, as depicted on the plans included in the City’s Request for Proposals No. 24-01-ENG.

Map:



EXHIBIT B
CITY OF DESTIN
STANDARD TERMS AND CONDITIONS
FOR TELECOMMUNICATIONS, VIDEO & INTERNET CARRIER
UNDERGROUNDING AGREEMENTS

These STANDARD TERMS AND CONDITIONS FOR TELECOMMUNICATIONS, VIDEO & INTERNET CARRIER UNDERGROUNDING AGREEMENTS ("STANDARD TERMS AND CONDITIONS") are applicable to and incorporated by reference into all agreements relating to the installation of underground utility facilities or the conversion of existing overhead utility facilities to underground facilities between the City of Destin, Florida ("City") and any company providing telecommunications, video, cable television, internet, or similar services, any such company designated herein as the "Carrier."

1. Termination and Remedies for Breach.

A. If, through any cause within its reasonable control, the Carrier shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the City shall have the right to terminate the Agreement then remaining to be performed. Prior to the exercise of its option to terminate for cause, the City shall notify the Carrier of its violation of the particular terms of the Agreement and grant Carrier fourteen (14) days to cure such default. If the default remains uncured after fourteen (14) days the City may terminate this Agreement.

i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Carrier (and sub-Carrier(s)) for the purposes of executing the Project shall be delivered to the City and the City shall compensate the Carrier for all Services satisfactorily performed prior to the date of termination. If City has paid to Carrier an excess of the compensation due to Carrier based on the percentage of Work completed, then Carrier pay to City a pro rata payment based on the percentage of Work completed.

ii. Notwithstanding the foregoing, the Carrier shall not be relieved of liability to the City for damages sustained by it by virtue of a breach of the Agreement by Carrier and the City may reasonably withhold payment to Carrier for the purposes of set-off until such time as the exact amount of damages due the City from the Carrier is determined.

iii. For the purposes of this Agreement, it shall be a material breach if Carrier has caused delay in the City's prosecution (through its prime contractor) of its Phase I Utilities Undergrounding Project by a period of more than seven (7) days.

B. Termination for Convenience of City. The City may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 1 Paragraphs A(i) and A(ii) above shall be applicable hereunder.

C. Termination for Insolvency. The City also reserves the right to terminate the remaining Services to be performed in the event the Carrier is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

- D. Termination for failure to adhere to the Public Records Law. Failure of the Carrier to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.
- E. Remedy – Step-In: This Remedy is intended to be cumulative, in addition to, and without prejudice to any other remedy the City may have in equity, in law, or otherwise. In the event of termination pursuant to Paragraph 1.A above, the City may opt to “Step-In” to the shoes of the Carrier and finish the Work on the Project by providing the Carrier a “Step-In Notice” within fourteen (14) days of the effective date of termination. The Step-In Notice shall specify the date the City intends to Step-In to the Project and perform the remaining Work. The City may hire any duly qualified contractor to perform the remaining Work at the City’s cost. In the event that City exercises the Step-In rights provided by this Paragraph 1, Carrier shall not have any rights to use the Work or the facilities completed by the City until full payment for the City’s work has been received by the City.

2. **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.

3. **WAIVER OF JURY TRIAL.** BY ENTERING INTO THIS AGREEMENT, CARRIER 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.

4. **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 Chapter 119, Florida Statutes (the “Public Records Act”). Carrier must comply with the Public Records Act. Specifically, Carrier must:

A. Keep and maintain public records required by the City in connection with Carrier’s performance of the services or work pursuant to this Agreement.

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 Carrier 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 Carrier or keep and maintain public records required by the City in connection with Carrier's performance of the services or work pursuant to this Agreement. If the Carrier transfers all public records to the City upon completion of the contract, the Carrier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Carrier keeps and maintains public records upon completion of the contract, the Carrier shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the City, upon the request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. The Carrier's obligations with respect to any public records retained by the Carrier following the completion of Carrier's work for the City shall survive the termination of any agreement between City and Carrier until all public records in Carrier's possession have either been returned to the City or until the retention period prescribed by the Public Records Act has expired.

IF THE CARRIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CARRIER'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.

6. Audit. The City and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Carrier with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

7. 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
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If to the Carrier:	Uniti Fiber LLC Network Operations 107 St. Francis St., Suite 1800 Mobile AL 36602	With a copy to legal@uniti.com
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8. **Assignment.** Carrier shall not assign this Agreement or any part thereof, without the prior consent in writing of the City. If Carrier does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Carrier all of the obligations and responsibilities that Carrier has assumed toward the City.

9. **Civil Rights.** The Carrier agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Carrier and subCarriers from the formal quote solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

10. **Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Carrier, for itself, its assignees, and successors in interest, agrees as follows:

A. **Compliance with Regulations:** The Carrier will comply all applicable regulatory and statutory requirements relating to nondiscrimination, including, without limitation, the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

B. **Nondiscrimination:** The Carrier, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subCarriers, including procurements of materials and leases of equipment. The Carrier will not participate directly or indirectly in any form or type of the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Carrier for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subCarrier or supplier will be notified by the Carrier of the Carrier's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. **Information and Reports:** The Carrier will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Carrier is in the exclusive possession of another who fails or refuses to furnish the information, the Carrier will so certify to the City or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of a Carrier's noncompliance with the non-

discrimination provisions of this contract, the City will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Carrier under the Agreement until the Carrier complies; and/or
11. Cancelling, terminating, or suspending the Agreement, in whole or in part.

F. **Incorporation of Provisions:** The Carrier will include the provisions of paragraphs one through six Paragraphs 10.A through 10.F of these Standard Terms & Conditions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Carrier will take action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Carrier becomes involved in, or is threatened with litigation by a subCarrier, or supplier because of such direction, the Carrier may request the City to enter into any litigation to protect the interests of the City. In addition, the Carrier may request the United States to enter into the litigation to protect the interests of the United States.

11. **Compliance with Laws.** Carrier shall secure any and all permits, licenses and approvals that may be required in order to perform the Carrier's work and services in accordance with this Agreement; shall exercise full and complete authority over Carrier's personnel; shall comply with all workers' compensation, employer's liability, and all other federal, state, City, and municipal laws, ordinances, rules and regulations required of an employer performing in accordance with this Agreement; and shall make all reports and remit all withholdings or other deductions from the compensation paid to Carrier's personnel as may be required by any federal, state, City, or municipal law, ordinance, rule, or regulation.

12. **Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

13. **Indemnification and Waiver of Liability.** The Carrier agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) ("Claims") relating to, arising out of or resulting from the Carrier's negligent acts, errors, mistakes or omissions relating to Carrier's work and services performed under this Agreement except to the extent such Claims result from the action or inaction of the City. The Carrier's duty to defend, hold harmless and indemnify the City its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to, impairment of, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Carrier may be legally liable. The parties agree that TEN DOLLARS (\$10.00) paid by City and received by Carrier represents specific consideration to the Carrier for the indemnification set forth herein. The indemnification provisions of this Agreement shall survive the termination of the Agreement until any claims have been finally resolved or until any applicable statute of limitations has expired.

14. **Waiver and Non-Waiver.** The waiver by a party of any breach or default in performance shall not be

deemed to constitute a waiver of any other or succeeding breach or default. The failure of the City to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the City thereafter to enforce such provisions.

15. **Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. By entering into an agreement with the City, Carrier certifies that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more may be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 may be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Carrier of the City's determination concerning the false certification. The Carrier shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was made in error. If the Carrier does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statutes Section 215.4725.

16. **Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into the Agreement to which these Standard Terms and Conditions are an exhibit, the term, statement, requirement, or provision contained in this Exhibit "B" shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment.

17. **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

18. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by a writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

19. **Representation of Authority to Bind Carrier/Signatory.** The individual signing this Agreement on behalf of Carrier 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 Carrier and enforceable in accordance with its terms.

CONDUIT PLACEMENT AGREEMENT

THIS CONDUIT PLACEMENT AGREEMENT ("Agreement") is entered into as of _____, 2024 (the "Commencement Date"), between **Gigapower, LLC**, a Delaware limited liability company ("Gigapower") and **JM UNDERGROUND UTILITIES, LLC**, a Florida Limited Liability Company ("Contractor"). Gigapower and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City of Destin, Florida ("City"), has approved and is in the process of conducting and implementing a project for the conversion of existing aerial (overhead) utility facilities within a designated area of the City (the "Project Area" as defined below), such project identified by the City as Phase I Utility Underground Conversion Project (hereinafter, the "Project"); and

WHEREAS, Gigapower is constructing a telecommunications network in the City; and

WHEREAS, the City is willing to provide Gigapower with access to the City's rights-of-way for the installation of Gigapower's facilities in the Project Area; and

WHEREAS, the City and Gigapower wish to coordinate the installation of Gigapower's telecommunications facilities in the Project Area to the extent reasonably practicable in order to ensure the orderly, efficient, and cost-effective completion of the City's Project and the contemporaneous installation of Gigapower's facilities; and

WHEREAS, as part of the City's Project, Contractor is installing conduit in the Project Area for the conversion of other utilities' existing overhead facilities, and contemporaneously with Contractor's work for the City on the City's Project, Contractor is willing to place and install an additional conduit for Gigapower in the Project Area; and

WHEREAS, Gigapower and Contractor wish to enter into this Agreement delineating their respective rights and responsibilities with respect to Contractor's installation of conduit for Gigapower;

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS.

"Access Manholes" means a structure placed in the ground and accessible from the surface that is used to provide pass-through access to conduits, ducts and/or fiber optic cables; typically having an approximate size of 4 feet by 4 feet at ground level.

"Conduit" means a pipe-like structure which may consist of polyvinyl chloride (PVC), high density polyethylene (HDPE), and other materials placed underground to contain Ducts and/or Fiber Optic Cables as part of a communications network.

"Gigapower Conduit" means the Conduit that Gigapower will furnish to Contractor and that Contractor will install for Gigapower pursuant to this Agreement.

"Duct" means a single enclosed raceway for Fiber Optic Cable and is sometimes installed in a Conduit. The term Duct may include microduct, inner duct, or other industry standard duct-like materials.

"Facility" and **"Facilities"** means the various elements or components of an underground communications network, including without limitation Conduit, Ducts, handholes, Manholes, microducts, Slack Coils, and other ancillary materials, items, equipment, pull rope, mule tape, buried locate tape, markers, and structures (e.g., pedestals and vaults).

"Fiber Optic Cable" means fiber optic communications cable.

"Operational Vault" means a structure placed in the ground and accessible from the surface, with any access panel or door installed flush with the surface of the ground, that is used to provide pass-

through access to Conduits, Ducts and/or Fiber Optic Cables; typically having an approximate size of 5 feet by 5 feet at ground level.

"Pull Box" means a small structure placed in the ground and accessible from the surface that is used to provide pass-through access to Conduits, Ducts and/or Fiber Optic Cables.

"Manhole" means a structure large enough to admit a person's entire body through an opening at ground level and accessible from the surface that is used to provide access to Conduits, Ducts and/or Fiber Optic Cables for the purpose of installing, operating, maintaining, and repairing communications Facilities.

"Laws" means all applicable laws, rules, regulations, codes, ordinances, permit conditions, the National Electric Code, and the National Electrical Safety Code, that govern, address, or apply-to construction of underground Conduit systems in public rights-of-way in the City.

"Slack Coils" mean extra fiber optic cable that is coiled up and placed in Operational Vaults for future use.

2. CONDUIT INSTALLATION

a) Contractor will, for and in consideration of the payments by Gigapower to Contractor specified herein, install and place approximately 11,000 feet of two 2-inch Conduit for Gigapower. All of Contractor's work associated with the installation of Gigapower's Conduit will be performed by licensed contractors and in compliance with the Laws. Gigapower may be present and inspect all placement and installation work. Gigapower will be responsible for the installation of all other Gigapower Facilities.

b) Gigapower will be solely responsible for procuring and furnishing Gigapower's Conduit to Contractor pursuant to a mutually agreed-upon schedule and at a mutually agreed-upon point of delivery. At all times, Gigapower's Conduit will be the property of Gigapower. Contractor will handle and install the Conduit with due care, using the same standards of care in handling and installing Gigapower's Conduit that it uses for all of Contractor's other customers.

c) Gigapower will be solely responsible for the procurement and installation of all Fiber Optic Cable, Pull Boxes, handholes, pedestals, and other materials and appurtenances necessary for the installation of Gigapower's telecommunications Facilities in the Conduit installed by Contractor.

d) Gigapower and Contractor will coordinate and cooperate in developing any plans, drawings, permit applications, and related documents and materials necessary for Gigapower's telecommunications Facilities. As part of such plans and drawings, Gigapower will identify the exact locations of termination points for conduit, fiber, handholes, Pull Boxes, Operational Vaults, microducts and other Gigapower Facilities and equipment. Contractor will use all reasonable care to install the Conduit as specified in the plans and drawings developed in cooperation with Gigapower. Gigapower shall be responsible to inspect Contractor's installation work as it progresses, and further responsible to notify Contractor in a specific and timely manner of any perceived errors or mistakes in the installation work.

Contractor will maintain accurate records and as-built drawings of Gigapower's Facilities and other facilities installed by Contractor as part of the City's Project. Contractor will furnish a copy of such records and as-built drawings electronically and in hardcopy form to Gigapower within 15 days of completion of the installation of Gigapower's Conduit. Gigapower will furnish its written acceptance of the Conduit to Contractor promptly following final inspection by Gigapower.

3. RATES AND CHARGES

a) Placement Fees: Upon acceptance of the Gigapower Conduit, Gigapower will pay Supplier a one-time charge of 17.00 LF + \$600 per handhole per linear foot for the Gigapower Conduit that is placed to Gigapower (the "Fee").

b) Invoicing and Payment. Contractor will invoice Gigapower for the installation of the Gigapower Conduit upon completion and acceptance of the work. All such invoices are due and payable within ninety (90) days of receipt of the invoice. Failure to invoice such charges within

twelve (12) months from completion of the work to which such charges related will result in a full and complete waiver of such charges.

c) Permits. Contractor will cooperate fully with Gigapower to support Gigapower's permit applications and related processes. Gigapower will pay all charges, fees, and taxes required by any governmental entity, including all required application and permit fees (as amended from time to time) including traffic control fees associated with the placement of the Gigapower Conduit.

1. MAINTENANCE & REPAIR; REMOVAL

As stated above, Gigapower will at all times own the Conduit installed by Contractor. Accordingly, following Gigapower's acceptance of the Conduit installation work performed by Contractor, Gigapower will maintain and repair the Gigapower Conduit and Facilities at its sole cost and responsibility. Gigapower will comply with all Laws with respect to its ownership, use, and occupancy of Gigapower Facilities.

3. NETWORK RELOCATION

Gigapower will comply with all Laws relating to relocation of its Facilities.

4. TERM; TERMINATION

a) The Agreement begins on the Commencement Date and will continue for a period of eighteen (18) months, or until Gigapower accepts the Conduit installation work performed by Contractor, whichever occurs sooner.

b) The Agreement may be terminated by mutual agreement of the Parties, or for uncured material breach as set forth in this Section.

c) In the event that either Party commits a material breach of this Agreement, then the non-breaching Party will give the breaching Party written notice of the breach or default (including a statement of the facts relating to the breach or default, the provisions of the Agreement that are in breach or default, and the action required to cure the breach or default) and indicate in the notice that the Agreement will terminate pursuant to this paragraph if the breach or default is not cured within thirty (30) days after receipt of notice (or such later date as may be specified in the notice). If the breaching Party fails to cure the specified breach or default within thirty (30) days after receipt of such notice (or such later date as may be specified in such notice), then the Agreement will terminate without any further notice or action by the terminating Party; *provided that*, if said breach is not susceptible of being cured within said 30-day period, the Agreement will not terminate as long as the breaching Party is exercising all commercially reasonable efforts to pursue implementation of a cure.

5. INDEMNITY, LIABILITY AND LIMITED WARRANTY

a) Each Party (an "Indemnifying Party") will defend the other Party, at the Indemnifying Party's expense, against any claim, demand, suit, or proceeding ("Claim") brought against the other Party by a third party arising out of or relating to the Indemnifying Party's negligent or intentional acts or omissions under this Agreement that result in personal injury (including death) or damage to tangible property and will indemnify the Party for and hold it harmless from any damages finally awarded to the third party claimant or agreed to in settlement of the Claim, provided that the indemnified Party promptly (i) gives the Indemnifying Party written notice of the Claim; (ii) gives the Indemnifying Party sole control of the defense and settlement of the Claim (provided that it may not settle any Claim that imposes liability on, or contains any admission of fault by, the indemnified Party without its consent); (iii) provides to the Indemnifying Party all available information and reasonable assistance necessary for it to defend or settle the Claim; and (iv) has not compromised or settled the Claim without the Indemnifying Party's written approval.

e) Each Party warrants it will comply with all applicable Laws in the exercise of its rights and in the performance of its obligations under this Agreement.

f) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER ANY THEORY FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

g) EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PARTIES MAKE NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, TO THE EXTENT PERMITTED BY LAW; AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES TO THE EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATIONAL CONTENT, TITLE, AND IMPLIED WARRANTIES ARISING FROM CUSTOM OR USAGE OF THE TRADE.

6. GENERAL PROVISIONS

a) Any notice under this Agreement will be given in writing and directed to the applicable Party below. Notice will be deemed to have been delivered: (i) on the delivery date if delivered personally; or (ii) one (1) business day after deposit with a commercial overnight carrier. Either Party may from time to time change its address for purposes of this paragraph by providing the other Party notice of the change in accordance with this paragraph.

If to Gigapower:

Gigapower, LLC
311 S. Akard Street, 21st Floor
Dallas, TX 75202
ATTN: _____

with a copy to:

Gigapower, LLC
311 S. Akard Street, 21st Floor
Dallas, TX 75202
ATTN: Legal Department

If to Supplier:

JM Underground Utilities, LLC
59 S Oak Street
Fellsmere, Florida 32948
Attn: Juan Martinez

h) This Agreement may not be assigned without the written prior consent of the other Party; *provided that*, either Party may assign this Agreement; (i) to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party, provided that such subsidiary or parent or successor assumes or is otherwise fully bound by all of the obligations of the assigning party under this Agreement; (ii) or in whole or in part to an Affiliate.

i) Neither Party will be responsible for delay of performance due to causes beyond its control. Such delay automatically extends the time for performance in an amount equal to the period of the delay.

j) This Agreement and any action related thereto will be governed, controlled, and interpreted by and under the laws of the of the State where the work is being performed, without regard to its conflicts of laws provisions. Venue for any action under this Agreement will be proper only in a State or Federal court in the State where the work is being performed.

- k) The Parties may sign this Agreement in counterparts, each of which will be considered an original, but all of which will constitute the same agreement. Facsimile and portable document format (PDF) signatures will be binding as originals.
- l) Except as required by law, neither Party will use the name or logo of the other party in marketing, advertising, promotional materials, press releases or other public announcements without receiving the prior written consent of the other Party.
- m) Each Party is an independent contractor and not a partner, employee, or agent of the other. This Agreement will not be interpreted or construed as creating a joint venture, partnership, employment, or agency relationship between the Parties.
- n) This Agreement sets forth the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements and representations, written or oral, of the Parties with respect to the subject matter set forth herein. Additions, variations, or modifications to this Agreement may only be made in writing and signed by the Parties.
- o) To the extent that any ambiguity exists in the interpretation of this Agreement, it is the intent of the Parties that neither Party shall be considered to be the drafter of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

GIGAPOWER, LLC

CONTRACTOR

By **Alecia**
:
Jackson
Name: Alecia Jackson
Title: Director of Operation
Date: 9/10/2024

By: Juan Martinez
Name: Juan Martinez
Title: Owner
Date: 11SEPT2024

COORDINATION & COOPERATION AGREEMENT REGARDING INSTALLATION OF UNDERGROUND UTILITY FACILITIES

This COORDINATION & COOPERATION AGREEMENT REGARDING INSTALLATION OF UNDERGROUND UTILITY FACILITIES (“Coordination Agreement” or “Agreement”) is entered into by and between Gigapower, LLC, a Delaware limited liability company (“Carrier”), and the City of Destin, Florida, a municipal corporation of the State of Florida (“City”), this 16 day of September 2024. Gigapower and City may be referred to individually as a “Party” and collectively as the “Parties” to this Agreement.

RECITALS

WHEREAS, to promote the public health, safety, and welfare, as well as to promote the reliability of all utility services within the City of Destin, the City has adopted Article V, UNDERGROUNDING OF UTILITY FACILITIES, within Section 18 of the City’s Code of Ordinances, which provides that all facilities for providing electrical power, telecommunications, video, cable television, internet, broadband, and similar services located in the City are to be installed underground; and

WHEREAS, the City has approved and is in the process of conducting, executing, and implementing a project for the conversion of existing aerial utility facilities within a designated area of the City (the “Project Area” as defined below), such project identified by the City as the Phase I Utility Underground Conversion Project (hereinafter, the “Project”); and

WHEREAS, the City has engaged Accurate Drilling Systems, Inc. (“ADS” or “City’s Contractor”) to install conduit and related facilities in connection with the conversion of existing aerial utility facilities in the Project Area; and

WHEREAS, Carrier plans to develop, and is in the process of developing, telecommunications facilities for the purpose of providing service to customers in the City of Destin; and

WHEREAS, Carrier wishes to take advantage of the opportunity to have its telecommunications facilities (“Carrier’s Facilities” or “Facilities”) installed in the Project Area in a coordinated effort with the City’s Project; and

WHEREAS, the City is willing to cooperate and coordinate with the Carrier regarding Carrier's installation of its Facilities, so as to ensure that both the City's Project and the Carrier's Facilities are installed in the most efficient and cost-effective manner possible, and further to ensure that Carrier's Facilities are installed with minimum disruption to the normal activities of the City's residents, businesses, and visitors; and

WHEREAS, Carrier and the City wish to memorialize their mutual commitments to ensure that both the City's Project and the installation of the Carrier's Facilities are accomplished with maximum efficiency and with minimum disruption;

NOW, THEREFORE, in consideration of the foregoing Recitals, all of which are incorporated herein, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, Carrier and the City agree as follows.

Summary of the City's Project and Principal Terms of Agreement

1. The City's Project is the conversion of all existing overhead electric, telecommunications, video, internet, broadband, and similar utility facilities in the Project Area to underground; the Project Area includes that part of the City along and in the vicinity of U.S. Highway 98, also known as Harbor Boulevard, from the Marler Bridge to Airport Boulevard in Destin, Florida. Carrier plans to install underground facilities for the provision of its services to customers in the Project Area and in other parts of Destin.

2. To accomplish both the City's Project and the Carrier's installation of its Facilities with maximum efficiency and minimum disruption, Carrier will enter into a separate agreement with ADS, pursuant to which ADS will install Carrier's conduit and related facilities as set forth in that separate agreement between ADS and Carrier. As set forth more specifically below, Carrier and City will cooperate and coordinate with each other, and with other utilities and participants in the City's Project to ensure that the installation of Carrier's Facilities is executed with maximum efficiency for all affected parties and with minimum disruption to the normal activities of the City's residents, businesses, visitors, and employees.

Responsibilities of the Parties

3. Joint Responsibilities of the Parties. The Parties agree to cooperate fully and to use commercially reasonable efforts to ensure the efficient, orderly, safe, and timely completion of their respective activities in connection with the installation of underground facilities as part of the City's Project and the installation of Carrier's Facilities. Each Party will cause its agents and contractors and subcontractors to cooperate and coordinate with each other, and with other entities whose facilities are being installed contemporaneously with the City's Project, to ensure the timely, orderly, safe, and efficient completion of all such utility installation work.

4. City's Covenants and Responsibilities. The City hereby grants to Carrier the right to use the City's rights-of-way for Carrier's Facilities. The City has engaged Utility Consultants of Florida ("UCoF") to be its Project Manager for the Project, and the City has engaged ADS as its prime contractor for the conversion of all existing overhead utility facilities located in the Project Area to underground, subject to the specific agreements between the City and those other utility providers. The City will require UCoF and ADS to cooperate fully with Carrier in the design, planning, and construction of all aspects of the installation of Carrier's Facilities so as to ensure that Carrier's Facilities are installed as expeditiously as is reasonably practicable within the context of the City's Project activities.

5. Carrier's Covenants and Responsibilities. Carrier will contract with ADS for installation of conduit and other equipment and facilities, as may be agreed upon between Carrier and ADS. Regardless of the scope of the agreement between Carrier and ADS, Carrier shall be responsible for the installation (whether by ADS, by Carrier, or by another contractor engaged by Carrier for the purpose) of all conduit, equipment, fiber, cable, and related hardware and materials associated with Carrier's Facilities. Carrier will cooperate and coordinate with ADS, the City's Project Manager, and City personnel as designated, throughout the installation of Carrier's Facilities; this responsibility to coordinate includes attending regular weekly or bi-weekly meetings with ADS, the City's Project Manager, and City personnel for the purpose of coordinating the activities of all utilities, contractors, and subcontractors in connection with the City's Project and the installation of Carrier's Facilities. Carrier will ensure that all work associated with the installation of its Facilities is done in compliance with all applicable laws, rules, standards, and good engineering practices. Recognizing that the installation of its Facilities is being done in conjunction with the City's Project, Carrier will ensure timely completion of Carrier's installation of its Facilities. Carrier will grant City "step-in" rights that will

enable City, through ADS or otherwise, to ensure timely completion or termination and closing of work areas related to the installation of Carrier's Facilities in the event that Carrier abandons its work. Carrier will own all of Carrier's Facilities, including all equipment, conduit, facilities, and other materials and supplies used and installed as part of the City's Project.

Permitting

6. Carrier will have the responsibility to apply for and obtain all permits necessary for the installation of Carrier's Facilities from the Florida Department of Transportation ("FDOT") and from any other state agency or governmental authority having permitting authority; in addition, Carrier shall have the responsibility to apply for any permits required by the City, provided that the City will expedite the processing and issuance of such permits and the City will waive any fees for processing Carrier's permit applications and issuing permits to Carrier. Further, the City will cooperate with Carrier and support Carrier's applications for permits from the FDOT and from any other state agency or governmental authority, as necessary.

Ownership and Responsibility for Underground Facilities

7. The Carrier shall be solely responsible for Carrier's Facilities (including but not limited to any necessary maintenance of such Facilities) throughout the entire term of this Agreement, subject to any other arrangements that Carrier and ADS may agree to in their separate agreement. The City will not at any time have any ownership interest in or responsibility for Carrier's Facilities.

Indemnification

8. To the extent permitted by applicable law, Carrier will indemnify and defend the City, its affiliates, employees, invitees, contractors, subcontractors, agents, representatives and servants from and against any losses, costs, damages, claims, or expenses of whatever kind, including, but not limited to, any additional costs incurred by the City arising directly or indirectly from (a) Carrier's installation and maintenance of its Facilities, including any acts or failures to act by Carrier's contractors or subcontractors, (b) the use or occupancy of the space occupied by Carrier's Facilities, or (c) Carrier's failure to perform under this Agreement. This indemnification will be limited to such claims or damages that arise from the sole or partial negligence, actions, or inaction of Carrier or Carrier's affiliates, employees, invitees, contractors, subcontractors, agents, representatives, and servants. Such

indemnification shall include any attorneys' fees and court costs that the City is required to incur or to pay as a result of such negligence, action, or inaction by Carrier or its affiliates, employees, invitees, contractors, subcontractors, agents, representatives and servants. The provisions of this paragraph 8 shall survive the completion of the installation of the Carrier's Facilities and any termination of this Agreement.

9. Nothing in this Agreement may be construed as a waiver of the City's sovereign immunity or of any other immunity, defense, privilege, rights, or limits of liability enjoyed by the City pursuant to Section 768.28, Florida Statutes. This paragraph 9 shall survive the termination of this Agreement.

Term and Termination

10. This Agreement shall become effective upon the Effective Date as provided hereinbelow and shall, unless otherwise agreed in writing by the Parties, continue in effect until the installation of Carrier's Facilities is complete or until December 31, 2026, whichever comes first. Upon any termination of this Agreement due to Carrier's abandonment of its installation efforts, the remedy set forth in paragraph 11 shall immediately vest in City.

11. In the event of termination, the City may opt to "Step-In" to the shoes of the Carrier and finish the installation of the Carrier's Facilities by providing the Carrier a "Step-In Notice" within fourteen (14) days of the effective date of termination. The Step-In Notice shall specify the date the City intends to Step-In to the Project and perform the remaining work to either accomplish the installation of Carrier's Facilities or to close whatever areas have been disturbed by such installation work up to the point of termination. The City may hire ADS or any other duly qualified contractor to perform such work. Carrier shall be liable to City for the City's full costs in performing all such work. In the event that City exercises the Step-In rights provided by this paragraph 11, Carrier shall not have any rights to use the Facilities completed by the City pursuant to this Step-In provision until full payment for the City's work has been received by the City. This remedy is intended to be cumulative, in addition to, and without prejudice to any other remedy the City may have in equity, in law, or otherwise.

Force Majeure

12. As used in this Agreement, an event of "**Force Majeure**" shall mean a cause or event beyond the reasonable control of and without the fault or negligence

of the affected Party and such Party has been unable by the exercise of reasonable efforts to overcome or mitigate the effects of such act or event, including, without limitation, natural acts of God (e.g., earthquakes, flood, lightning, tornado, ice storms, unusually severe weather); acts of a public enemy; foreign and domestic acts of terror or terroristic threats; civil or military conflicts; acts of the government or quasi-governmental agency in either its sovereign or contractual capacity; delays directly attributable to government or quasi-governmental agencies' failure to timely act upon issues that directly affect the efficiency of the Parties' ability to perform their respective obligations; fires; floods; epidemics; quarantine restrictions; freight embargoes; and strikes and labor disturbances. Force Majeure shall not include the financial or monetary constraints or inability of either Party to pay its debts as they come due. The burden of proof as to whether a Force Majeure event has occurred shall be upon the Party claiming that a Force Majeure event has prevented or impaired its performance under this Agreement. Excluding the City's payment obligations, if either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of a Force Majeure event, that Party will be excused from whatever performance is affected by the Force Majeure event to the extent so affected, provided that: the non-performing Party, within ten (10) days after knowing of the occurrence of the Force Majeure event, gives the other Party written notice describing the particulars of the occurrence; the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure event; and the non-performing Party uses all reasonable efforts to expeditiously overcome or mitigate the effects of such occurrence.

Insurance

13. During the period of any work being performed by Carrier or Carrier's agents or contractors under this Agreement, Carrier shall procure and maintain the minimum insurance coverage required as set forth in Attachment "A" attached hereto and incorporated herein, to protect the City and Carrier against all loss, claims, damages and liabilities caused by Carrier, its agents, contractors, or employees.

Entire Agreement: Inconsistencies: Interpretation

14. This Agreement contains the entire agreement of the Parties, and may be amended, waived, changed, modified, extended or rescinded only in writing signed by the Parties. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this

Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment. 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.

Severability

15. 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; provided, the Parties will ask the court to interpret the terms hereof to give the greatest effect to the Parties' intentions in entering into this Agreement, and the Parties will negotiate in good faith to amend this Agreement in a manner that reflects the Parties' original intentions and complies with the court's decisions.

Warranties of Authority to Enter into Agreement

16. Each Party hereby warrants to the other Party that the execution of this Agreement by the Parties' representatives and their performance hereunder (a) has been duly authorized by requisite action, (b) will not require any additional approval on the part of the Parties, and (c) will not violate any provision of law, any regulation or any contract or other obligation.

Governing Law, Venue and Waiver of Jury Trial

17. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The 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 County, 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. **BY ENTERING INTO THIS AGREEMENT, CARRIER AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL**

BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Effective Date

This Agreement shall become effective as of the date on which the second Party signing the Agreement has thus signed.

APPROVED AND AGREED TO:

GIGAPOWER, LLC

By: *Alecia Jackson*
(Signature)

Name: Alecia Jackson _____

Title: _Director of Operations_____

Date: __09/16/24_____

APPROVED AND AGREED TO:

City of Destin, Florida

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Effective Date

This Agreement shall become effective as of the date on which the second Party signing the Agreement has thus signed.

APPROVED AND AGREED TO:

GIGAPOWER, LLC

By: Alicia Jackson
(Signature)

Name: Alicia Jackson

Title: Dir of Network Operations

Date: 9/16/24

APPROVED AND AGREED TO:

City of Destin, Florida

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.C.

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

DATE: October 29, 2024

SUBJECT: ADS - Full Notice to Proceed

I. BACKGROUND: On June 11, 2024, Accurate Drilling Systems Inc. (ADS) received its executed Contract with the City of Destin for the undergrounding project.

A Limited Notice to Proceed was issued June 11, 2024 that allowed ADS to establish site control of the material laydown yard at 108 Sibert Ave. Destin Florida to receive and secure materials, and may begin work on survey, stakeout, record drawings and mobilization. The total cost of work performed under the LNTTP was limited to \$230,000 and allowed billing from Line Item 57-7 Survey, Stakeout & Record Drawings and 101-1 (Mobilization) in the Schedule of Values which is Exhibit C in the Contract.

The City is prepared to issue the Full Notice to Proceed that would include all remaining line items. This FNTP has a shall not exceed amount of 10,283,978.75. With the loan closing on November 7, 2024 the city will have the funds to fully encumber the remainder of the ADS contract.

II. DISCUSSION: The city can issue the full notice to proceed to ADS and encumber the remainder of the contract for the Undergrounding of Phase 1.

A. Link to Strategic Goals / Objectives: 1.3 Underground Utilities

B. Effect on Budget (EOB): In June 2024, the City issued a limited Notice to Proceed to Accurate Drilling Systems (ADS) in the amount of \$230,000 to accomplish surveys, stakeout, and mobilization.

Funds will soon be available to issue the full notice to proceed for the remaining contracted amount of \$10,283,978.75.

Total Contract	10,513,978.75	
survey, stakeout	\$ 80,000.00	
mobilization	\$ 150,000.00	
June 2024 Limited NTP	\$ 230,000.00	
Remaining Owed to ADS	\$ 10,283,978.75	99% 2024 Loan; 1% Franch Fee

The funds were adopted in the FY 2025 budget. Staff propose using 2024 Loan funds. A reimbursement resolution is in place in event payments happen before the loan closing. Staff propose using the budgeted funding in the order of most restricted to least restricted.

	12953931-565000-	31553977-565000-	32453900-565000-	
	UNDER	UNDER	UNDER	
	Oka Half Penny	Electric Franch Fee	2024 Bonds	TOTAL
FY 25 Adopted Budget*	\$ 500,000	\$ 800,000	\$ 11,309,972	\$ 12,609,972
Previous Expenses/Encumbrances	-	(373,172)	(1,072,299)	(1,445,471)
Available Program Budget	500,000	426,828	10,237,673	11,164,501
This Agreement +(-)	-	(102,840)	(10,181,139)	(10,283,979)
FY 25 Remaining Program Budget	\$ 500,000	\$ 323,988	\$ 56,534	\$ 880,522

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: Staff recommends issuing the full notice to proceed and encumbering the remainder of the contract.

IV. RECOMMENDED MOTION: I move that City Council approve issuing the Full Notice to Proceed to ADS for the Phase 1 Utility Undergrounding contract.

Attachments:

1. FULL NOTICE TO PROCEED
2. Limited NTP city executed

FULL NOTICE TO PROCEED

via electronic mail
juan@jmunderground.net

TO: Accurate Drilling Systems Inc.
FROM: City of Destin, FL
DATE: November 4, 2024
SUBJECT: RFP 24-01-ENG Utility Undergrounding Phase 1
Contract by and Between City of Destin, Florida and Accurate Drilling Systems Inc. dated June 11, 2024 (the Contract).

On June 11, 2024, Accurate Drilling Systems Inc. (ADS) received its executed Contract with the City of Destin for the project listed above.

A Limited Notice to Proceed was issued June 11, 2024 that allowed ADS to establish site control of the material laydown yard at 108 Sibert Ave. Destin Florida to receive and secure materials, and may begin work on survey, stakeout, record drawings and mobilization. The total cost of work performed under the LNTP was limited to \$230,000 and allowed billing from Line Item 57-7 Survey, Stakeout & Record Drawings and 101-1 (Mobilization) in the Schedule of Values which is Exhibit C in the Contract.

The City is now issuing the Full Notice to Proceed that would include all remaining line items. This FNTP has a shall not exceed amount of 10,283,978.75.

Please acknowledge receipt of this FNTP by completing and signing the space below and returning a copy to this office. Please advise if there are any questions .

Sincerely,

Larry Jones
Interim City Manager
City of Destin, FL

Acceptance of Notice/Receipt of the above Notice to Proceed is hereby acknowledged by:

ADS
This _____ day of _____, 2024.

BY: _____
Juan Martinez, Project Manager

LIMITED NOTICE TO PROCEED

via electronic mail
juan@jmunderground.net

TO: Accurate Drilling Systems Inc.
FROM: City of Destin, FL
DATE: June 11, 2024
SUBJECT: RFP 24-01-ENG Utility Undergrounding Phase 1
Contract by and Between City of Destin, Florida and Accurate Drilling Systems Inc. dated June 11, 2024 (the Contract).

On June 4, 2024, Accurate Drilling Systems Inc. (ADS) received its executed Contract with the City of Destin for the project listed above.

ADS is hereby notified to establish site control of the material laydown yard at 108 Sibert Ave. Destin Florida to receive and secure materials, and may begin work on survey, stakeout, record drawings and mobilization.

The total cost of work performed under this LNTP shall not exceed \$230,000 and shall be billed from Line Item 57-7 Survey, Stakeout & Record Drawings and 101-1 (Mobilization) in the Schedule of Values which is Exhibit C in the Contract.

The Full Notice to Proceed will follow once all other necessary contracts and permits have been obtained.

Please acknowledge receipt of this LNTP by completing and signing the space below and returning a copy to this office. Please advise if there are any questions.

Sincerely,



Louis Zunguze
City Manager
City of Destin, FL

Acceptance of Notice/Receipt of the above Notice to Proceed is hereby acknowledged by:

ADS

this _____ day of _____, 2024.

BY: _____
Juan Martinez, Project Manager

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.D.

TO: City Council

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

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Krystal Strickland, Finance Director

DATE: October 31, 2023

SUBJECT: State Appropriation Requests

I. BACKGROUND: Representative Maney will soon be inviting municipalities in his district to submit state appropriation requests through his office to be considered for inclusion in the state's next fiscal year's budget.

II. DISCUSSION: The city has been notified that the appropriation request process will soon begin. However, a due date for requests has not yet been shared with the City.

If requests are funded, it will be a part of the state's next fiscal year's budget, which does not begin until July 1, 2025. Grant agreements would then follow in September or October.

In the past, Representative Maney's office wanted to remind us that appropriation requests that have matching funds will fare better than requests that don't. The representative office also prefers projects that can be accomplished in the same fiscal year that the funds are granted. If appropriations for construction projects are being requested, those projects should have the design and permitting finished by the time the grants are made early next fiscal year.

Staff feel that several improvement projects at Morgan Sports Center might be appropriate for requests. These projects would be the shade structures and safety netting. The shade structures have \$136k identified in the FY26 Capital Improvement Plan (CIP). Staff would suggest an appropriation request for \$65k for the shade structure project. The safety netting has \$450K identified in the FY26 CIP. Staff would recommend an appropriation request of \$225K for the safety netting project.

Staff would like to discuss with the council what their wishes are and have the council provide direction on the appropriation requests they wish to have submitted.

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

III. CONCLUSION: Staff would like directions on which projects and funding amounts they should prepare for appropriation requests to be submitted to Representative Maney's office. Staff will prepare a Local Funding Initiative Request to be entered through the Senate in the appropriations budget process based upon Council's direction.

IV. RECOMMENDED MOTION: I move to include the following state appropriation requests:

Morgan Sports Center shade structure project in the amount of \$65K.
Morgan Sports Center safety netting project in the amount of \$225K.

Attachments:

1. APR Fillable Form FY 2024-25
2. LocalFundingInitiativeRequestForm-2024-2025
3. Four Prong Lake Emergency Outfall Permit Sketches & General Notes

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

For projects meeting the definition of House Rule 5.14

Only Members of the Florida House of Representatives can officially submit an Appropriations Project Request

Your request will not be officially submitted unless all questions and applicable sub parts are answered. The information provided in the request will be posted on the House website and available for public review if an Appropriations Project Request is published by a Representative.

1. Title of Project:

2. Date of Submission:

3. House Member Sponsor:

4. Details of Amount Requested:

a. Has funding been provided in a previous State budget for this activity? ☐ Yes ☐ No

b. What is the most recent fiscal year the project was funded?

c. Were the funds provided in the most recent fiscal year subsequently vetoed? ☐ Yes ☐ No

d. Complete the following Project Request Worksheet to develop your request.

If vetoed, check if recurring and/or nonrecurring funds: ☐ Recurring ☐ Nonrecurring

FY:	Input Prior Year Appropriation for this project for FY 2023-24 <i>(If appropriated in FY 2023-24 enter the appropriated amount, even if vetoed.)</i>			Develop New Funds Request for FY 2024-25 <i>(Requests for additional RECURRING funds in Column E are prohibited.)</i>		
Column:	A	B	C	D	E	F
Funds Description	Prior Year Recurring Funds	Prior Year Nonrecurring Funds	Total Funds Appropriated	Recurring Base Budget	Additional Nonrecurring Request	TOTAL Recurring Base Budget + Additional Nonrecurring
Input Amounts			0	0		0

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

e. Provide the total cost of the project for FY 2024-25 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	% of Total	Are the other sources of funds guaranteed in writing?	
1. Amount Requested from the State in this Appropriations Project Request	0	%		
2. Federal	0	%	☐ Yes	☐ No
3. State (Excluding the requested Total Amount in #4d, Col F)	0	%	☐ Yes	☐ No
4. Local	0	%	☐ Yes	☐ No
5. Other	0	%	☐ Yes	☐ No
TOTAL	0	%		

5. Is this a multi-year project requiring funding from the state for more than one year? ☐ Yes ☐ No

a. How much state funding would be requested after 2024-25 over the next 5 years? [<Click to Select>](#)

b. How many additional years of state support do you expect to need for this project? [<Click to Select>](#)

c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity". [<Click to Select>](#)

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

6. Which is the most appropriate state agency to place an appropriation for the issue requested?

<Choose Agency>

- a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? ☐ Yes ☐ No
- b. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.

Minimum of 5 characters required and maximum of 500 characters allowed

7. Requester:

- a. First Name: Last Name:
- b. Organization:
- c. Email:
- d. Phone #:

8. Contact for questions about specific technical or financial details about the project.

- a. First Name: Last Name:
- b. Organization:
- c. Email:
- d. Phone #:

9. If there is a registered lobbyist working to secure funding for this project, fill out the information below. If not, click None ☐

- a. First Name: Last Name:
- b. Firm:
- c. Email:
- d. Phone #:

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

10. Organization or Name of entity receiving funds:

a. Name:

b. County (County where funds are to be expended) [<Select County Name>](#)

c. Service Area (Counties being served by the service(s) provided with funding)

11. What type of organization is the entity that will receive the funds?

[Other](#)

If other, please describe:

12. What is the specific purpose or goal that will be achieved by the funds being requested?

[500 maximum characters allowed](#)

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

13. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Amount Requested (Total should equal 4d, Col. E) Enter '0' if request is zero for the category
Administrative Costs		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/ Travel/Supplies/Other		
Consultants/ Contracted Services/ Study		
Operational Costs		
Salaries and Benefits		
Expenses/Equipment/ Travel/Supplies/Other		
Consultants/ Contracted Services/ Study		
Fixed Capital Construction/Major Renovation		
Construction/Renovation/ Land/Planning Engineering		
Total Requested		0

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

14. For Fixed Capital Costs requested in Question 13, what type of ownership will the facility be under when complete?

Other

If other, please describe:

100 maximum characters allowed

15. Is the project request an information technology project? ☐ Yes ☐ No **Water projects skip to #16**

a. Will this information technology project be managed within a state agency to support state agency program goals? ☐ Yes ☐ No

b. What is the total cost (all years) to design and build the project?

c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?

d. Can the state agency fund the ongoing annual recurring costs within its current operating budget? ☐ Yes ☐ No

e. What are the specific business objectives or needs the IT project is intended to address?

400 maximum characters allowed

f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?

100 maximum characters allowed

16. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing or other expressions of support? ☐ Yes ☐ No

Please describe:

400 maximum characters allowed

17. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served? ☐ Yes ☐ No

Please describe:

400 maximum characters allowed

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

18. Will the requested funds be used directly for services to citizens? ☐ Yes ☐ No

Water projects skip to #19

a. What are the activities and services that will be provided to meet the purpose of the funds?

400 maximum characters allowed

b. Describe the direct services to be provided to the citizens by the funding requested.

400 maximum characters allowed

c. Describe the target population to be served (i.e., “the majority of the funds requested will serve these target populations or groups”). Select all that apply to the target population:

- | | |
|---|---|
| ☐ Elderly persons | ☐ Drug users (in health services) |
| ☐ Persons with poor mental health | ☐ Preschool students |
| ☐ Persons with poor physical health | ☐ Grade school students |
| ☐ Jobless persons | ☐ High school students |
| ☐ Economically disadvantaged persons | ☐ University/College students |
| ☐ At-risk youth | ☐ Currently or formerly incarcerated persons |
| ☐ Homeless | ☐ Drug offenders (in criminal Justice) |
| ☐ Developmentally disabled | ☐ Victims of crime |
| ☐ Physically disabled | ☐ General (The majority of funds will benefit no specific group) |
| ☐ Other, please describe: | |

Required if 18c - Other is checked (100 maximum characters allowed)

d. How many in the target population are expected to be served?

<Click to Select>

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

19. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies):

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve physical health		
Improve mental health		
Enrich cultural experience		
Improve agricultural production/ promotion/education		
Improve quality of education		
Enhance/preserve/improve environmental or fish and wildlife quality		
Protect the general public from harm (environmental, criminal, etc.)		

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve transportation conditions		
Increase or improve economic activity		
Increase tourism		
Create specific immediate job opportunities		
Enhance specific individual's economic self sufficiency		
Reduce recidivism		
Reduce substance abuse		

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Divert from Criminal/ Juvenile Justice System		
Improve wastewater management		
Improve stormwater management		
Improve groundwater quality		
Improve drinking water quality		
Improve surface water quality		
Other (Please describe)		

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

The questions below are additional questions for water projects only

20. Have you applied for alternative state funding?

- a. ☐ Wastewater Revolving Loan
- b. ☐ Drinking Water Revolving Loan
- c. ☐ Small Community Wastewater Treatment Grant
- d. ☐ Other (Please describe)
- e. ☐ N/A

21. What is the population economic status?

- a. ☐ Financially Disadvantaged Municipality
- b. ☐ Rural Area of Critical Economic Concern
- c. ☐ Rural Community Experiencing Economic Distress
- d. ☐ N/A

22. What is the status of construction?

- a. ☐ Ready
- b. ☐ Not Ready

23. What percentage of construction has been completed?

 %

24. What is the estimated completion date of construction?



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2024-2025

1. **Project Title**

2. **Senate Sponsor**

3. **Date of Request**

4. **Project/Program Description**

5. **State Agency to receive requested funds**

State Agency contacted? ☐ Yes ☐ No

6. **Amount of the Nonrecurring Request for Fiscal Year 2024-2025**

Type of Funding	Amount
Operations	
Fixed Capital Outlay	
Total State Funds Requested	0

7. **Total Project Cost for Fiscal Year 2024-2025 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	0	%
Matching Funds		
Federal	0	%
State (excluding the amount of this request)	0	%
Local	0	%
Other	0	%
Total Project Costs for Fiscal Year 2024-2025	0	%



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2024-2025

8. Has this project previously received state funding? ☐ Yes ☐ No

If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. Is future-year funding likely to be requested? ☐ Yes ☐ No

a. If yes, indicate nonrecurring amount per year.

b. Describe the source of funding that can be used in lieu of state funding.

10. Has the entity requesting this project received any federal assistance related to the COVID-19 pandemic? ☐ Yes ☐ No

If yes, indicate the amount of funds received and what the funds were used for.

Complete questions 11 and 12 for Fixed Capital Outlay Projects

11. Status of Construction

a. What is the current phase of the project? ☐ Planning ☐ Design ☐ Construction ☐ N/A

b. Is the project "shovel-ready" (i.e. permitted)? ☐ Yes ☐ No

c. What is the estimated start date of construction?

d. What is the estimated completion date of construction?

12. List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2024-2025

13. Details on how the requested state funds will be expended

Spending Category	Description	Amount
Administrative Costs:		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
Operational Costs		
Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
Fixed Capital Construction/Major Renovation:		
Construction/Renovation/Land/Planning Engineering		
Total State Funds Requested (must equal total from question #6)		0



The Florida Senate Local Funding Initiative Request Fiscal Year 2024-2025

14. Program Performance

a. What specific purpose or goal will be achieved by the funds requested?

N/A is not considered a valid response.

b. What activities and services will be provided to meet the intended purpose of these funds?

N/A is not considered a valid response.

c. What direct services will be provided to citizens by the appropriation project?

N/A is not considered a valid response.

d. Who is the target population served by this project? How many individuals are expected to be served?

N/A is not considered a valid response.

e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

N/A is not considered a valid response.

f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

N/A is not considered a valid response.



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2024-2025

15. Requester Contact Information

- a. First Name Last Name
- b. Organization
- c. E-mail Address
- d. Phone Number Ext.

16. Recipient Contact Information

- a. Organization
- b. Municipality and County
- c. Organization Type
- ☐ For-profit Entity
 - ☐ Non-Profit 501(c) (3)
 - ☐ Non-Profit 501(c) (4)
 - ☐ Local Entity
 - ☐ University or College
 - ☐ Other (please specify)
- d. First Name Last Name
- e. E-mail Address
- f. Phone Number

17. Lobbyist Contact Information

- a. Name
- b. Firm Name
- c. E-mail Address
- d. Phone Number Ext.



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2024-2025

Please complete the questions below for Water Projects only.

18. Have you applied for alternative state funding?

- ☐ Waste Water Revolving Loan
- ☐ Drinking Water Revolving Loan
- ☐ Small Community Wastewater Treatment Grant
- ☐ Other (please specify)
- ☐ N/A

19. What is the population economic status?

- ☐ Financially Disadvantaged Community (ch. 62-552, F.A.C.)
- ☐ Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)
- ☐ Rural Area of Economic Concern
- ☐ Rural Area of Opportunity (s. 288.0656, Florida Statutes)
- ☐ N/A

20. What is the status of construction?

21. What percentage of the construction has been completed?

22. What is the estimated completion date of construction?

The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.



THESE SKETCHES ARE FOR PERMIT REVIEW ONLY AND NOT FOR CONSTRUCTION.

**Permit Sketches
and
General Notes**

Four Prong Lake Emergency Outfall

Section 00, Township 2 S, Range 22 W
Okaloosa, Florida
30°22.929' N, 86°24.469' W

APPLICANTS NAME AND ADDRESS



Destiny East Homeowners Association
c/o Southern Association Management, Inc.
36468 Emerald Coast Parkway, Suite 2101
Destin, Florida, 32541



Okaloosa County Board of County Commissioners
1250 N Eglin Pkwy Ste 100
Shalimar, FL 32579

INDEX OF SHEETS

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
1	Cover Sheet and Index of Sheets
2	Project Location
3	Existing Conditions
4	Proposed Site Plan
5	Proposed Easement
6	Upland Planview
7	Seaward Planview
8	Proposed Landward Intake and Seaward Discharge Detail
9	Intake Structures Planview Detail
7	Pipe Outfall Planview Detail
9	Cross Section
10	General Notes



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**COVER SHEET AND INDEX OF SHEETS
*Four Prong Lake Emergency Outfall***

Destiny East Homeowners Association
36468 Emerald Coast Parkway, Suite 2101, Destin, FL, 32541

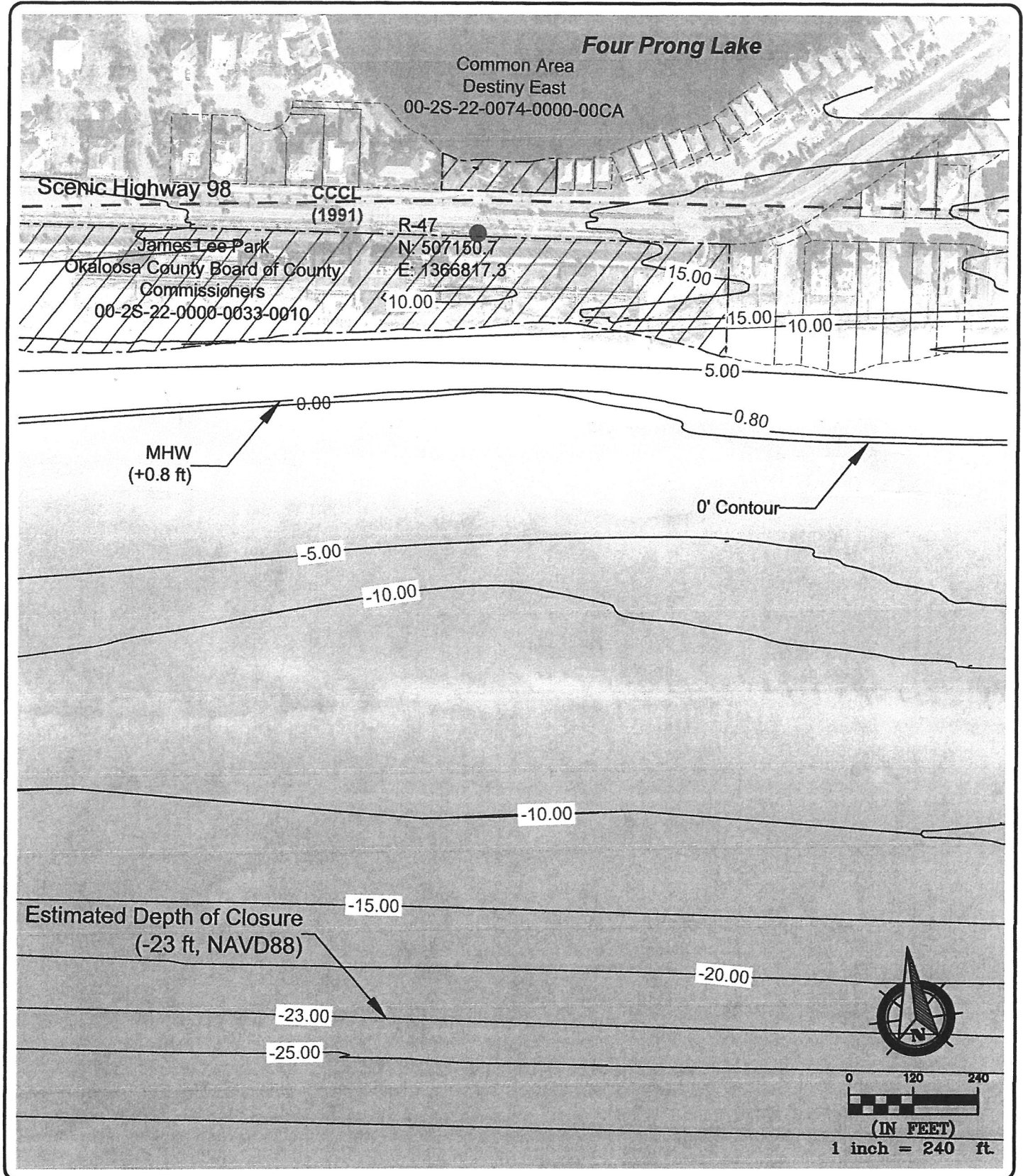
Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

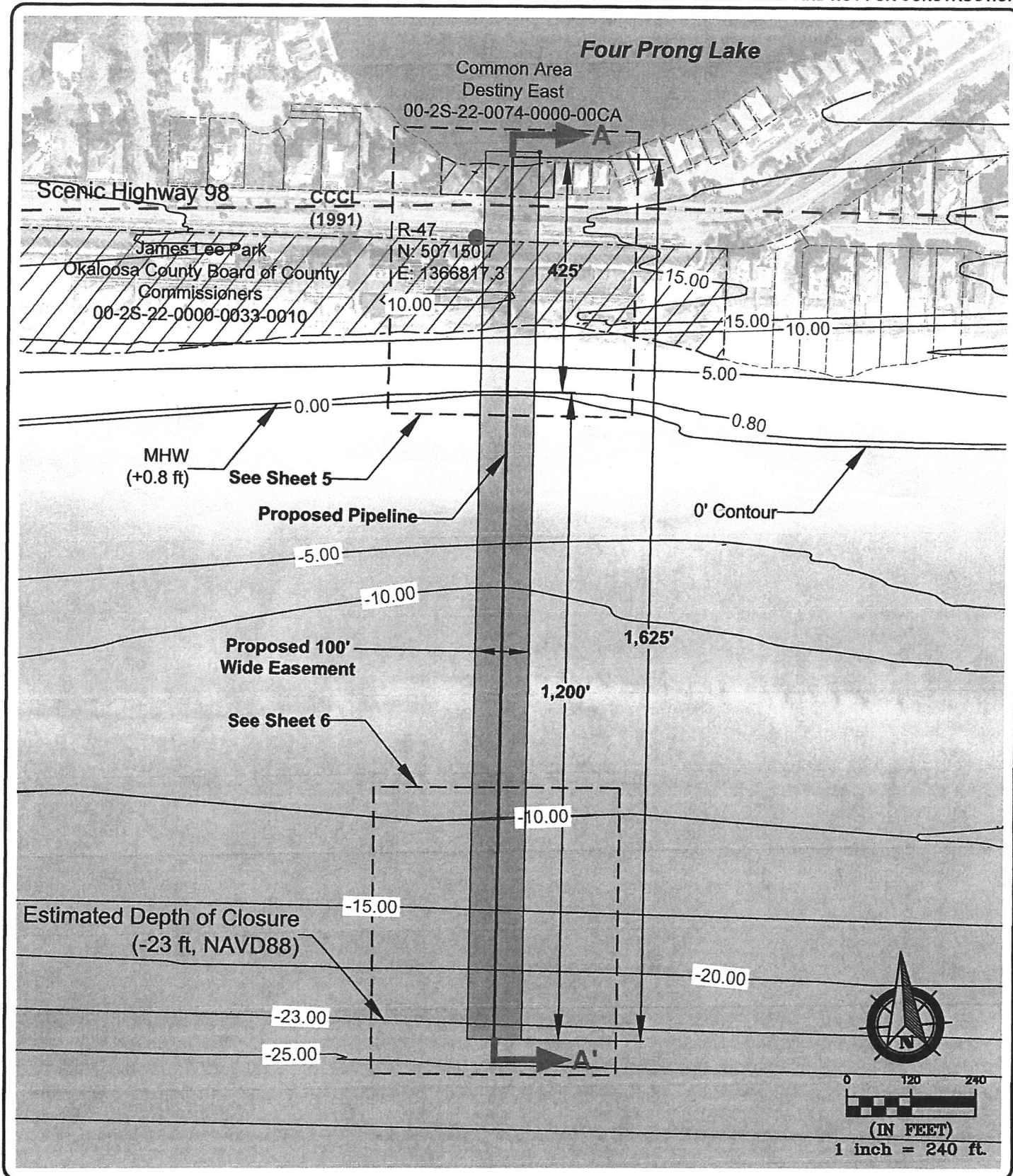
Date: April 13, 2022

Sheet Rev Date:

PROJECT NUMBER
17-374

SHEET NUMBER
1





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PROPOSED SITE PLAN
Four Prong Lake Emergency Outfall

Destiny East Homeowners Association
36468 Emerald Coast Parkway, Suite 2101, Destin, FL, 32541

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: April 13, 2022

Sheet Rev Date: November 7, 2022

PROJECT NUMBER
17-374

SHEET NUMBER
4

PROPOSED 100' WIDE EASEMENT**CONTROL TABLE**

Name	Northing	Easting	Description
B-1	507299.1'	1366901.3'	Proposed Upland Easement Boundary Point
B-2	507292.3'	1366950.8'	Proposed Upland Easement Boundary Point
B-3	506855.0'	1366891.3'	Proposed Easement Boundary Point
B-4	505669.5'	1366730.0'	Proposed Easement Boundary Point
B-5	505676.2'	1366680.5'	Proposed Easement Boundary Point
B-6	505683.0'	1366630.9'	Proposed Easement Boundary Point
B-7	506867.8'	1366792.1'	Proposed Easement Boundary Point
B-8	507305.8'	1366851.7'	Proposed Upland Easement Boundary Point

BEARINGS AND DISTANCES

Line	Bearing	Distance
B-1 to B-2	S 82° 15' 05"E	50.0
B-2 to B-3	S 7° 44' 55"W	441.4
B-3 to B-4	S 7° 44' 55"W	1196.4
B-4 to B-5	N 82° 15' 05"W	50.0
B-5 to B-6	N 82° 15' 05"W	50.0
B-6 to B-7	N 7° 44' 55"E	1195.6
B-7 to B-8	N 7° 44' 55"E	432.2
B-8 to B-1	S 82° 15' 05"E	50.0



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PIPE OUTFALL PLANVIEW
Four Prong Lake Emergency Outfall

Destiny East Homeowners Association
36468 Emerald Coast Parkway, Suite 2101, Destin, FL, 32541

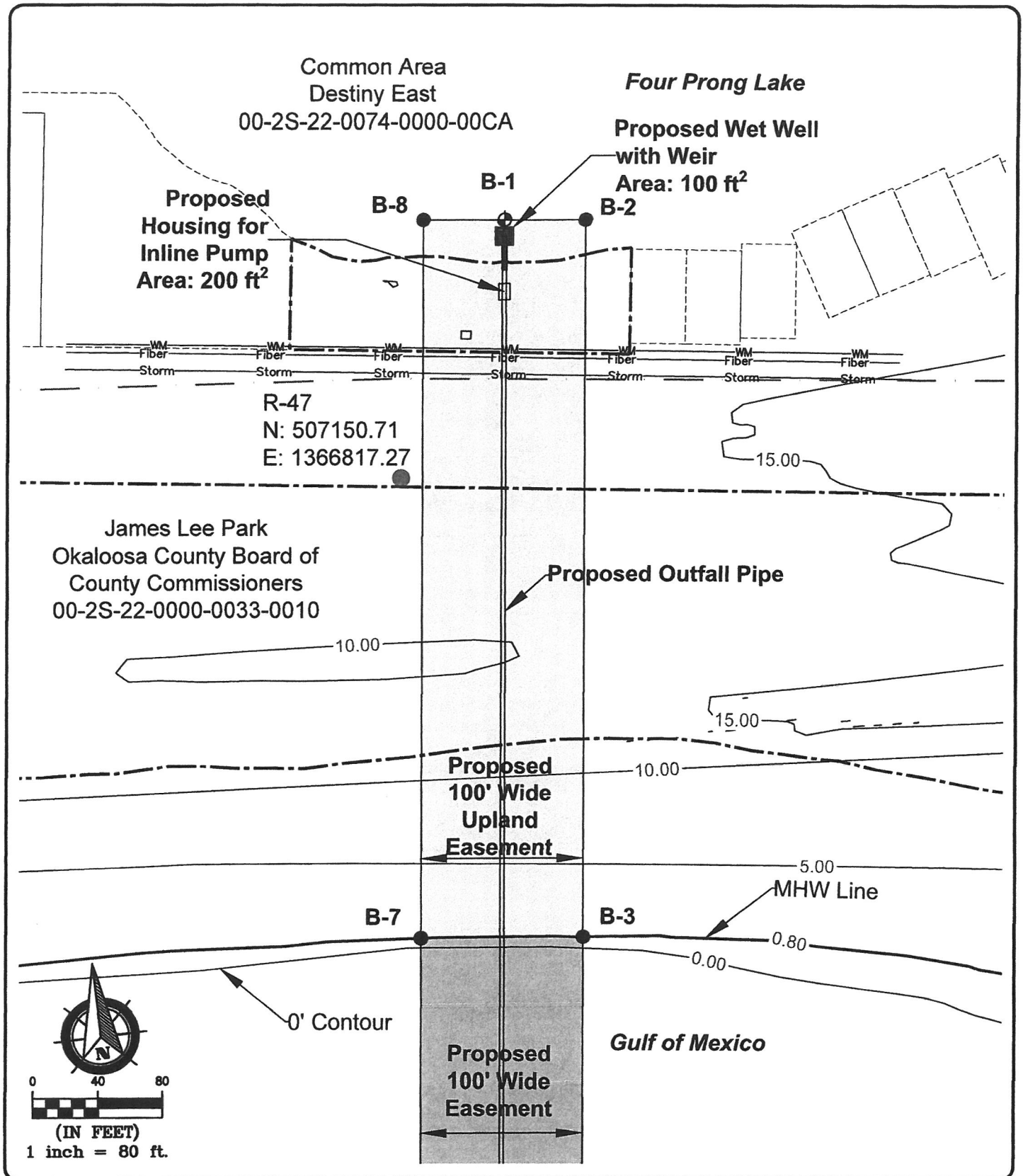
Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: April 13, 2022

Sheet Rev Date: November 7, 2022

PROJECT NUMBER
17-374

SHEET NUMBER
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UPLAND PLANVIEW
Four Prong Lake Emergency Outfall

Destiny East Homeowners Association
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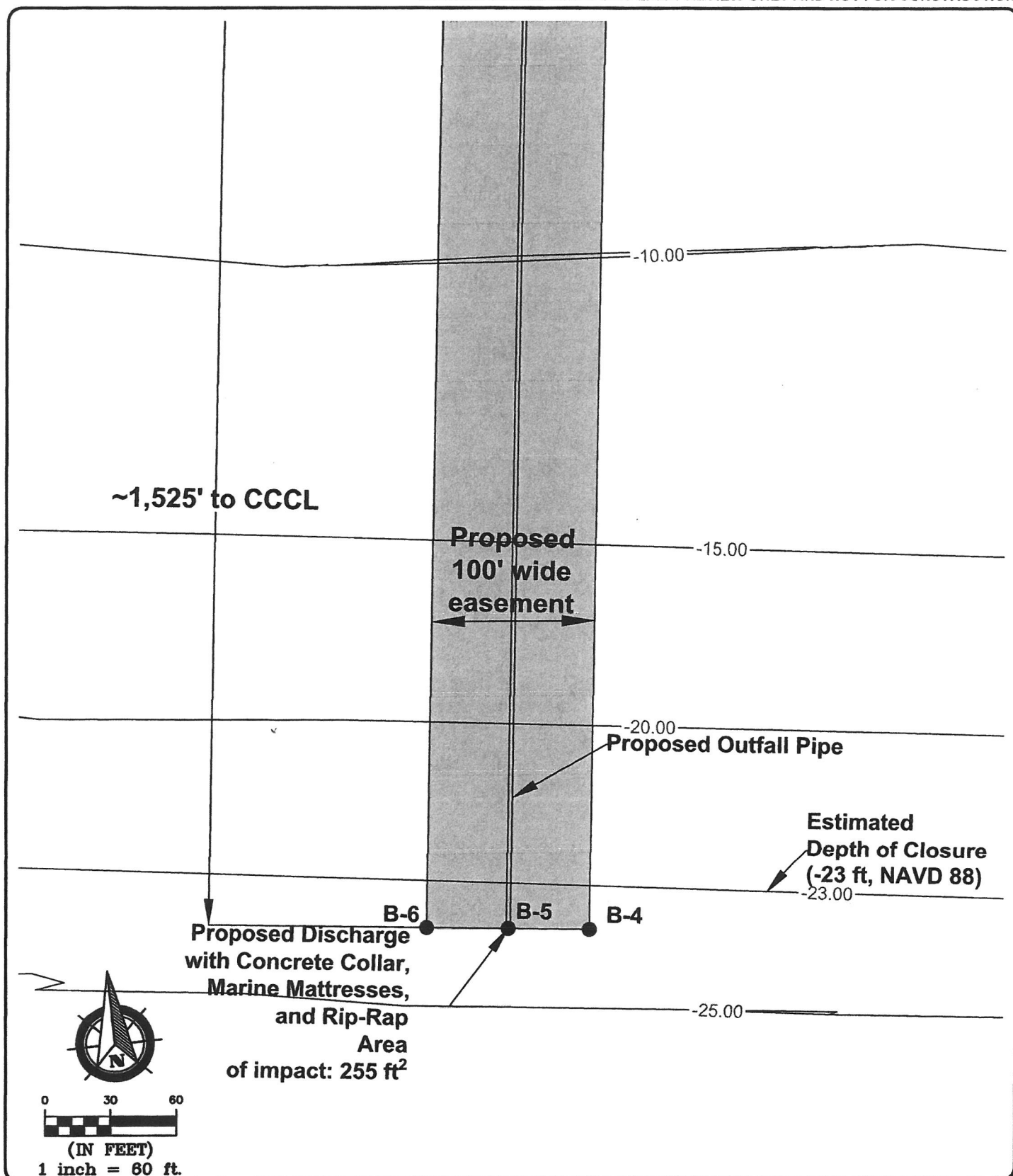
Michael R. Dombrowski, P.E.
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Date: April 13, 2022

Sheet Rev Date: November 7, 2022

PROJECT NUMBER
17-374

SHEET NUMBER
6



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PIPE OUTFALL PLANVIEW
Four Prong Lake Emergency Outfall

Destiny East Homeowners Association
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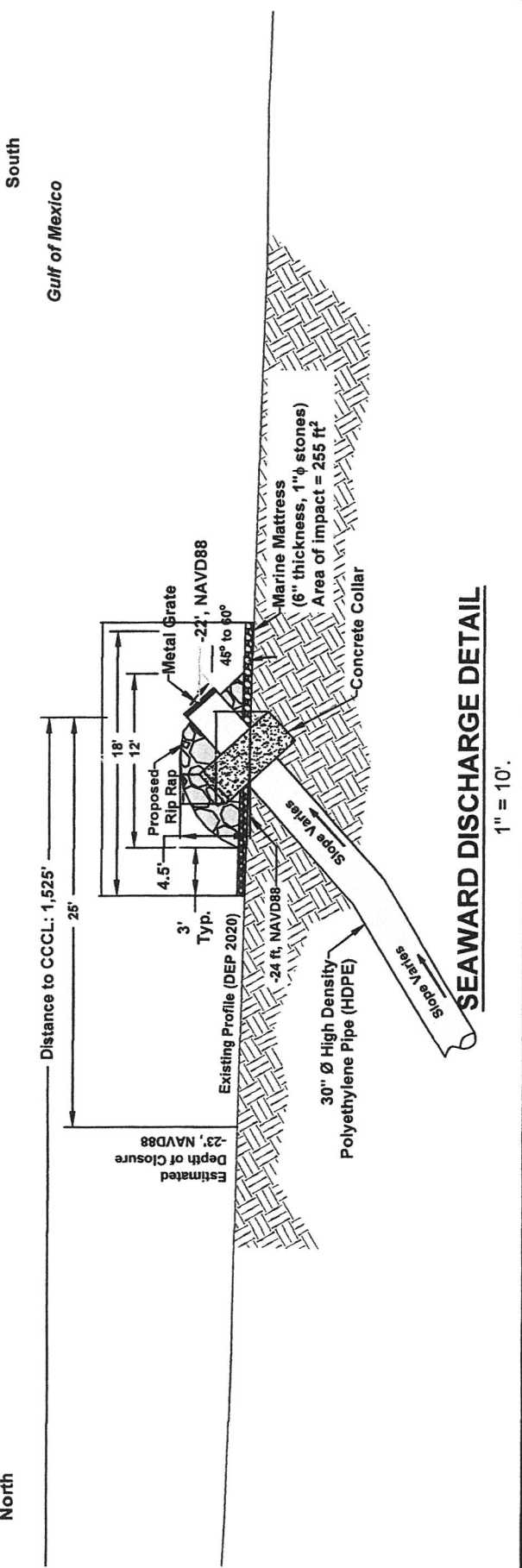
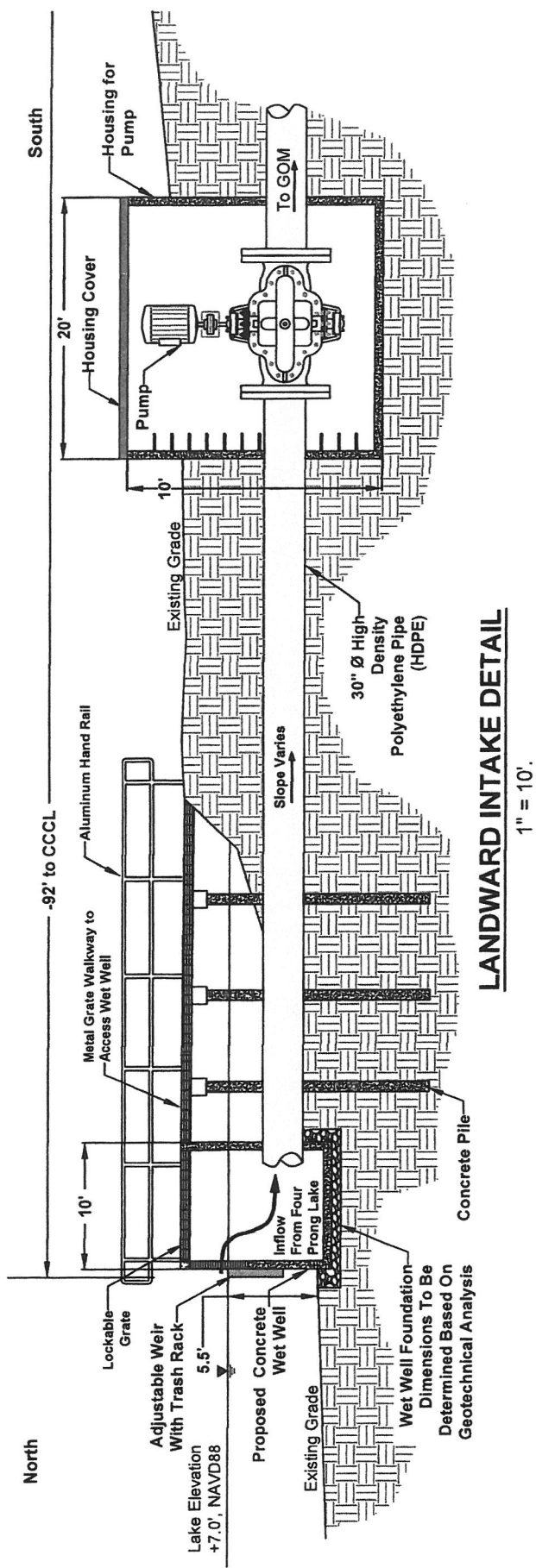
Date: April 13, 2022

Sheet Rev Date: October 31, 2022

PROJECT NUMBER
17-374

SHEET NUMBER
7

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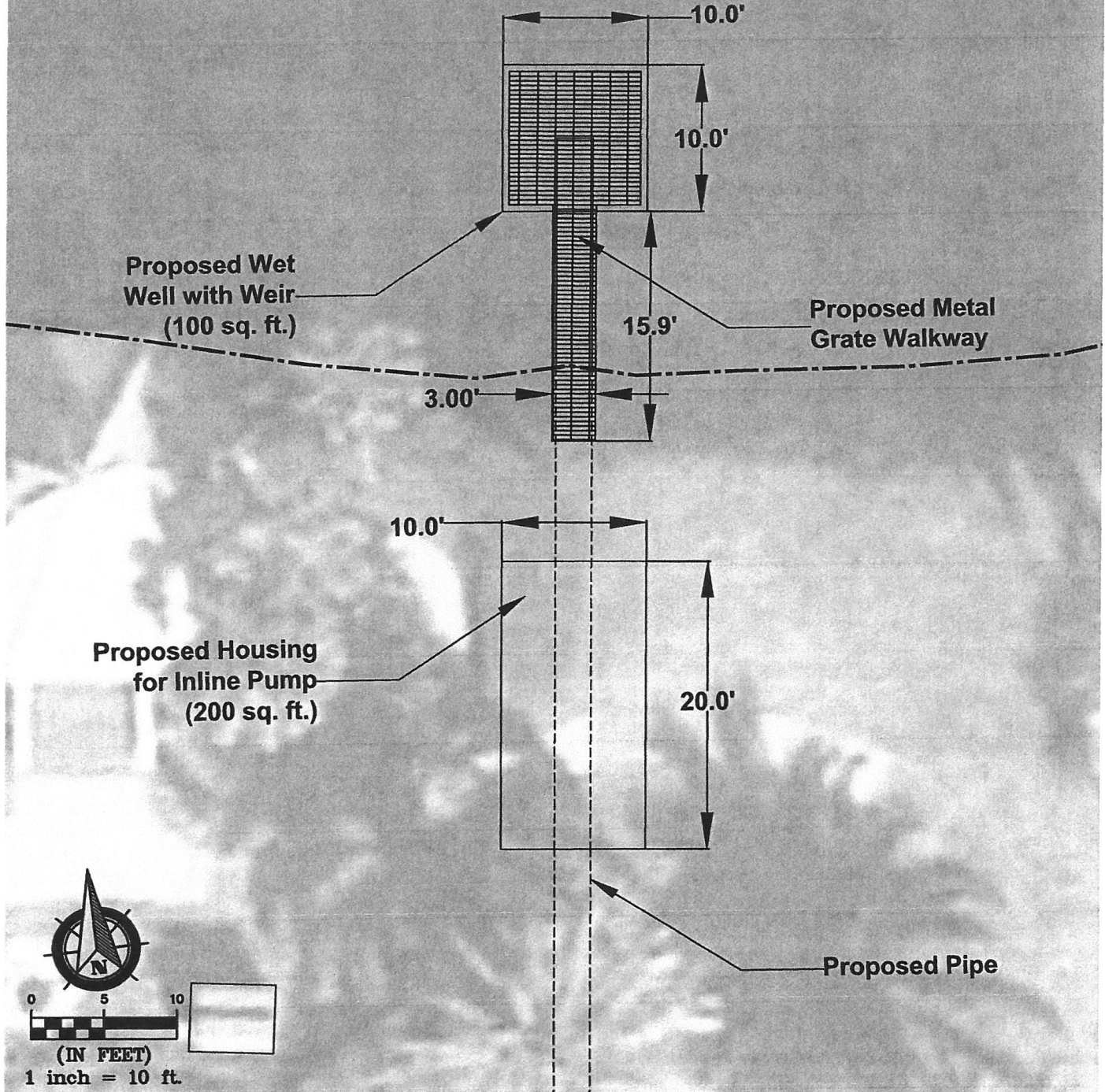
PROPOSED LANDWARD INTAKE AND SEAWARD DISCHARGE DETAILS
Four Prong Lake Emergency Outfall

Destiny East Homeowners Association
36488 Emerald Coast Parkway, Suite 2101, Destin, FL, 32541

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255
Date: April 13, 2022
Sheet Rev Date: October 31, 2022

PROJECT NUMBER
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SHEET NUMBER
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Four Prong Lake



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INTAKE STRUCTURES PLANVIEW DETAIL
Four Prong Lake Emergency Outfall

Destiny East Homeowners Association
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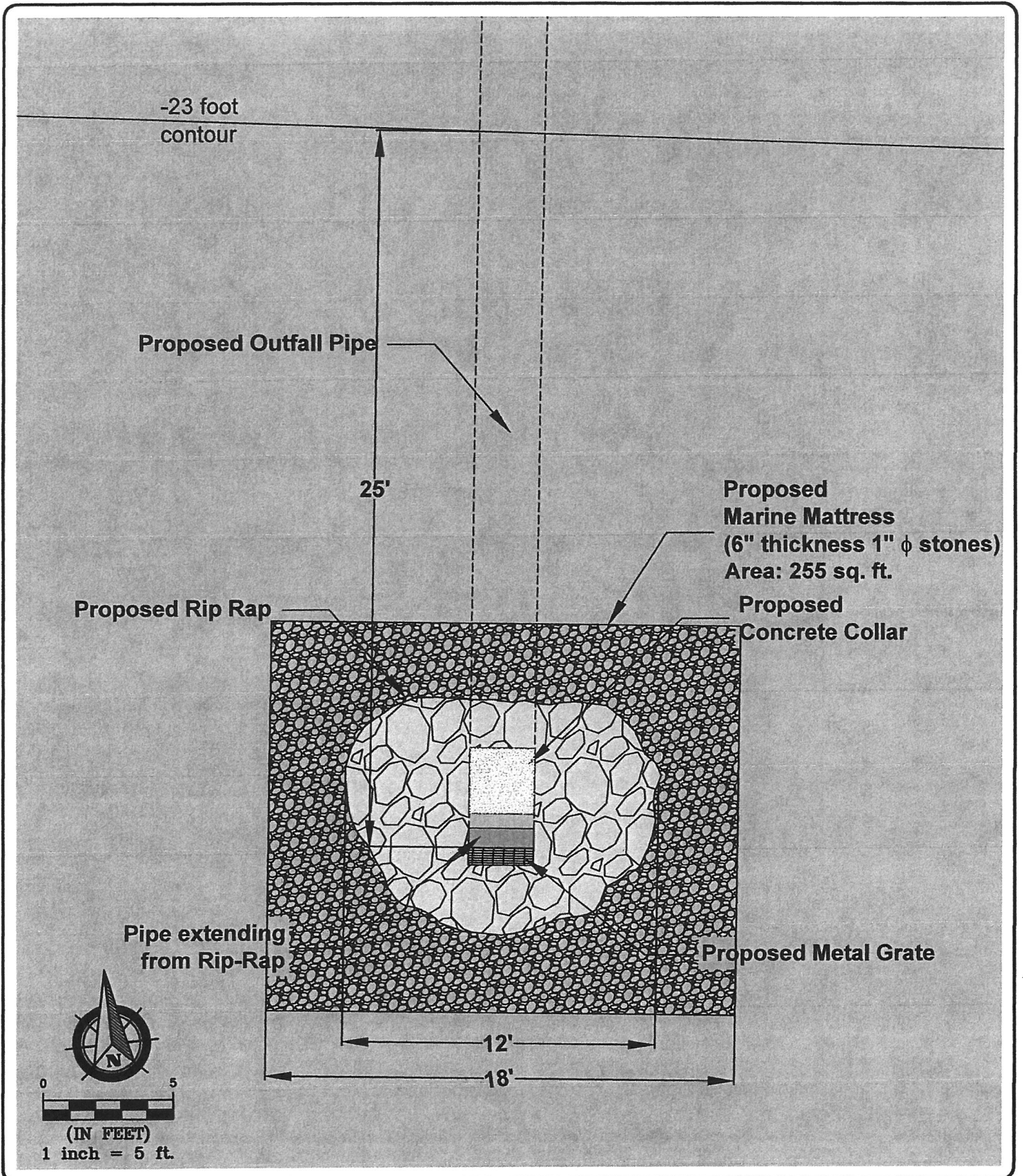
Michael R. Dombrowski, P.E.
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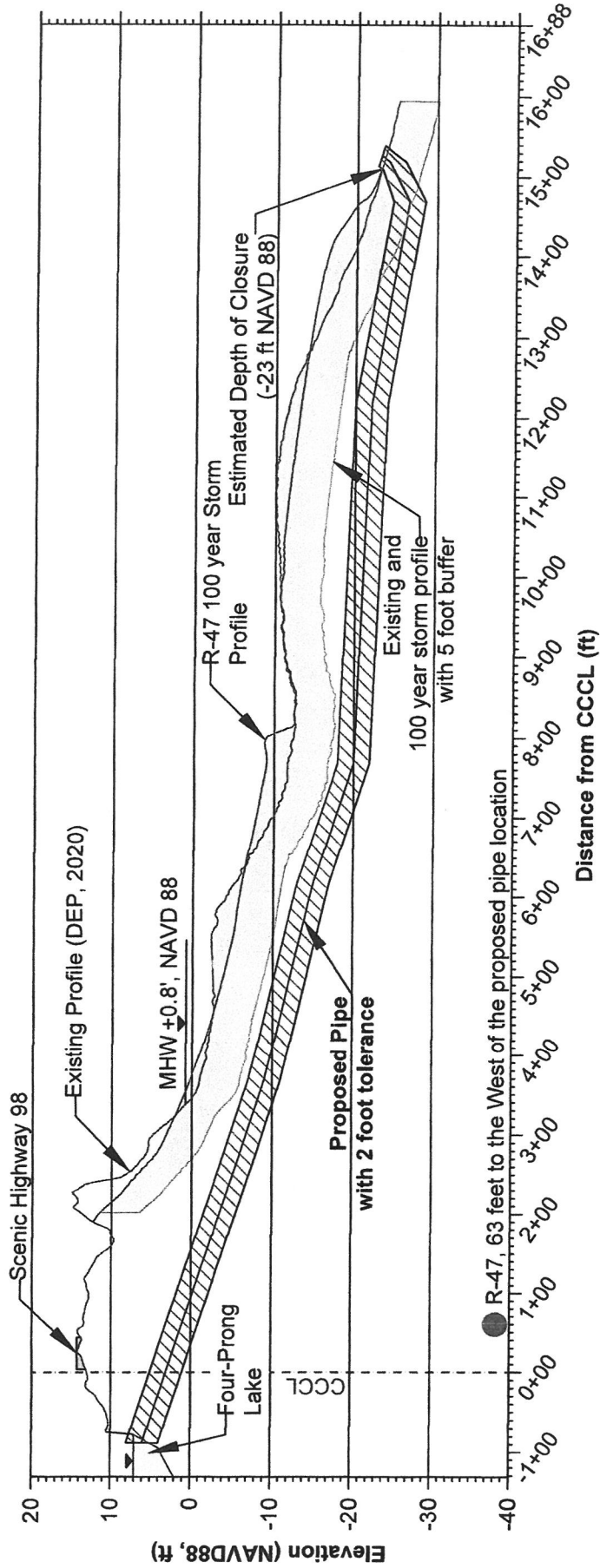
Date: November 17, 2022

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SHEET NUMBER
9





SECTION A-A'

Horizontal Scale : 1"=200'

Vertical Scale: 1"=20'

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CROSS SECTIONS Four Prong Lake Emergency Outfall

Destiny East Homeowners Association
36488 Emerald Coast Parkway, Suite 2101, Destin, FL, 32541

Michael R. Dombrowski, P.E.
Florida P.E. Number 55256
Date: April 13, 2022

Sheet Rev Date:
PROJECT NUMBER
17-374
SHEET NUMBER
11

NOTES:

- DEM Surface created using 2020 FDEP Profile Survey Data from R-46 to R-48 (dated November 30th to December 11th)
- Drawing referenced to Florida State Plane North, North American Datum of 1983 (NAD 83).
- Elevations shown hereon are based on North American Vertical Datum of 1988 (NAVD 88).
- Boundary / Topographic survey will be performed as needed to ensure avoidance of existing utilities.
- Exact coordinates of the outfall in the Gulf of Mexico will be provided during final design.
- Construction will not violate State of Florida water quality standards
- Materials are subject to change.
- Aerial photography obtained from LABINS and flown 2019. The location of all objects in the photograph are approximate and may not represent currently existing conditions.
- Best management practices will be used to assure water quality standards.
- Rip-Rap density to be 100-175 lb/ft³. Final material to be selected during final design.

Emergency Outfall

Total length: 1,600 ft

Materials: High Density Polyethylene Pipe (HDPE). Final material selection will be determined during final design.

Installation: Proposed outfall pipe will traverse underneath Highway 98 via horizontal directional drilling.

Installation shall be from upland, with the exception of the placement of concrete collars, marine mattress, and rip-rap necessary to keep the pipe at the proposed location. All staging areas for materials and equipment for construction of the outfall will be on the uplands.

Wet Well With Emergency Adjustable Weir

Total area: TBD ft²

Materials: Pre-stressed concrete/steel/aluminum/composite - Final material selection will be determined during final design and be highly contingent on the geotechnical analysis.

Approximate Pre-empted Area

Total Area: Submerged Land Lease area to be determined from SSL survey if necessary.



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GENERAL NOTES *Four Prong Lake Emergency Outfall*

Destiny East Homeowners Association
36468 Emerald Coast Parkway, Suite 2101, Destin, FL 32541

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: April 13, 2022

Sheet Rev Date:

PROJECT NUMBER
17-374

SHEET NUMBER
12

CITY OF DESTIN



AGENDA ITEM

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

TO: City Council

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

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

DATE: October 29, 2024

SUBJECT: Fire District Dock - Boat Slip Lease

I. BACKGROUND: The City Council previously reviewed this proposed lease agreement on October 7, 2024. At that time, the Council requested that the language be changed to allow the City to utilize the slip for any municipal purpose, rather than just code enforcement purposes. The Fire Chief provided an email to the City denying this request, but continuing to offer the slip for code enforcement purposes (see attached email). The City Council has also requested information from the Code Compliance division as to whether the slip is needed (see attached memo, which was previously provided to Council).

II. DISCUSSION: Attached for Council consideration is a proposed lease of one of the boat slips to the City of Destin for use in code compliance efforts. The lease is identical to that of the lease worked out between the Fire District and Sheriff's office, except that the use of the slip by the City is for City code compliance efforts, while the OCSO's purposes are for emergency/first response and policing. There is no rent under the lease, for as long as the Fire District continues to pay no rent to the state under its sovereign submerged land lease. The City would be responsible for payment of its pro rata share for utilities and trash for one slip.

Under the terms of the Lease, the City is entitled to possess the Boat Slip as of the Effective Date and for thirty-six (36) consecutive months after the Effective Date (the "Term"). The Term may be renewed annually for consecutive additional twelve (12) month term(s) by written confirmation and consent agreed to by both Fire District and City prior to the end of the then expiring Term.

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

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to approve the lease with the Fire District, as presented.

OR

Take No Action.

Attachments:

1. Boat Slip Lease Agreement - Clean 9.11.24 (2)
2. Ex. A to Boat Slip Lease
3. Ex. B to Boat Slip Lease
4. Ex. C to Boat Slip Lease
5. FW_ Boat Slip Lease email
6. Code Boat Operations Memo

BOAT SLIP LEASE AGREEMENT

THIS BOAT SLIP LEASE AGREEMENT (this “Lease Agreement”) is made effective as of _____ (the “Effective Date”) by and between **Destin Fire Control District**, a legislatively created Independent Special Fire Control District of the State of Florida, located in the County of Okaloosa, State of Florida, with its offices located at 848 Airport Road, Destin, Florida 32541 (hereinafter, “Lessor”), and the following party:

Name: _____

Address: _____

Phone: _____

Email: _____

EIN #: _____

Vessel (including HIN #): _____ (“Vessel”)

(hereinafter, “Lessee”).

Lessor and Lessee are collectively referred to herein as “Parties” or “Party” if singular.

THIS BOAT SLIP LEASE AGREEMENT IS SUBJECT TO FINAL REVIEW AND APPROVAL BY THE DESTIN FIRE CONTROL DISTRICT BOARD OF COMMISSIONERS

RECITALS

- A. Lessor’s possession right in the boat slips shown on attached **Exhibit “A”** (the Boat Slip”) is subject to that certain Memorandum of Ground Lease and Lease Purchase Agreement effective as of July 1, 2021 and that certain Lease Purchase Agreement dated July 1, 2021 (collectively the “Lease Purchase Agreement”) by and between Lessor and Synovus Bank, a Georgia banking corporation, with its corporate office located at 1148 Broadway, Columbus, GA 31901 (“Synovus”). A true and correct copy of the Lease Purchase Agreement is attached hereto as **Exhibit “B”**.
- B. In order to better serve the citizens and guests of Okaloosa County, Florida related to City Code Compliance activities on the waterways of Okaloosa County, Florida, Lessor desires to enter into this Lease Agreement with Lessee regarding the use of the Boat Slip(s) by Lessee in the performance of certain City code compliance efforts for the health, safety and welfare of the public.

IN CONSIDERATION of the mutual covenants contained in this Lease Agreement, Lessor and Lessee agree that:

1. Possession; Vessel; Term.

- (a) Subject to the provisions of this Lease Agreement, Lessor hereby leases possession and use of Boat Slip # _____ as identified and within the confines of that property depicted on Exhibit "C" (the "Property") for Lessee's use solely for the purposes of providing City code compliance activities access from the Boat Slip (the "Intended Use").
- (b) "Vessel" is synonymous with boat as referenced in Section 1(b), Article VII of the Florida State Constitution and includes every description of watercraft, other than a seaplane on the water, used or capable of being used as a means of transportation in water. Lessee's Vessel is identified with particularity above and the same is identified throughout the Lease Agreement.
- (c) Lessee shall be entitled to possess the Boat Slip as of the Effective Date and for thirty six (36) consecutive months after the Effective Date (the "Term"). The Term may be renewed annually for consecutive additional twelve (12) month term(s) by written confirmation and consent agreed to by both Lessor and Lessee prior to the end of the then expiring Term. Lessee will notify Lessor in writing of its intent to renew at least ninety (90) days prior to the expiration of the then current Term and Lessor shall respond to such request to renew within fifteen (15) days. All renewals are subject to Lessor's sole and absolute discretion and may be denied for any reason. At the end of any twelve (12) month Term, if no renewal is agreed to in writing by both Lessor and Lessee prior to the expiration of the then expiring Term, Lessee will surrender the Boat Slip in the same condition as it is on the date hereof, without evidence of wear and tear ("Original Condition"), including removal of all signage and other Lessee additions, and restoration of the Boat Slip and the Property area in the immediate area surrounding the Boat Slip to the Original Condition, normal wear and tear expected.
- (d) Prior to or upon executing this Lease Agreement, Lessee shall deliver to Lessor copies of all current operating licenses (Federal, State, County and City) and registrations of the Vessel that Lessee is to keep at the Boat Slip.

2. Lease Fee. Throughout the Term, Lessee will pay the following as the lease fee (the "Lease Fee") (with a ratable payment for any partial period) without notice and without setoff or counterclaim of any kind:

- (a) Base Lease Fee. Lessee will pay Lessor a lease fee based off the pro rata portion of the fee under Submerged Land Lease No. 460351491 (the "Submerged Land Lease") which Lessor pays to the State of Florida in arrears unless otherwise notified in writing by Lessor. As of the Effective Date, Lessor is not charged any fees by the State of Florida under the Submerged Land Lease. For so long as the State of Florida continues its current practice of not charging Lessor any

fees under the Submerged Land Lease, Lessor will not collect a Lease Fee from Lessee; provided however, Lessor reserves the right to collect and Lessee agrees to pay a Lease Fee as determined pursuant to this Section 2(a) if and as soon as the State of Florida commences collecting a lease fee from Lessor under the Submerged Land Lease.

- (b) Utility Fee. Lessee will pay to Lessor an amount for its share of the utilities and trash removal service provided for pursuant to Section 5 of this Lease and Lessor's operating cost for the Boat Slip situated on the Property based on the pro rata portion of the actual utilities, trash removal costs, and number of boats located at the Boat Slip in arrears unless otherwise notified in writing by Lessor.
- (c) Lease Fee Increase. Lessor may increase the Base Lease Fee for the Boat Slip with thirty (30) days advance written notice in which event Lessee will have the right to terminate the Term on the effective date of such increase by giving not less than fifteen (15) days written notice.

3. Use.

- (a) Intended Use. Lessee will use the Boat Slip solely for the Intended Use. Lessee agrees to use and continuously operate the Boat Slip for the Intended Use or other uses approved in advance, in writing by Lessor.
- (b) Alterations. Lessee will not alter the Boat Slip or any portion of the surrounding Property without prior written approval of Lessor. If any alteration is to be considered, such modifications and/or alterations shall be in compliance with Lessor's State Submerged Lands Leases, the Lease Purchase Agreement, or any other agreements related to the Boat Slip held by Lessor and submitted to Lessor in written form with proper drawings for review and approval prior to any commencement of work or purchase of materials.
- (c) Lessee has inspected the Property and the Boat Slip and has investigated the viability of the Intended Use and is fully informed of the physical conditions; Lessee acknowledges and understands that Lessor makes no representation or warranty with respect to the suitability of the Property and/or the Boat Slip for Lessee's Intended Use.

4. Maintenance.

- (a) Lessee will maintain the Boat Slip in good repair, at Lessee's expense All repair of any damage caused by Lessee will be the sole responsibility of Lessee. Lessee

will keep the Boat Slip and those parts of the Property immediately surrounding the Boat Slip in a clean and orderly condition at Lessee's sole expense and will not permit any waste or nuisance therein.

- (b) Lessor will maintain all other parts of the Property surrounding the Boat Slip in good repair, at Lessor's expense unless damaged by the negligence of Lessee. Lessee will promptly notify Lessor in writing of the need for such repairs. The responsibility for repair of any damage caused by Lessee will be the sole responsibility of Lessee.

5. Water, Electric and Trash Removal. Lessor will provide all utility service to the Boat Slip and will maintain water faucets used by or available to, the Boat Slip unless damaged by Lessee. In addition, Lessor shall arrange for trash removal service to be made available from the Property. The responsibility for repair of any damage caused by Lessee will be the sole responsibility of Lessee.

6. Common Areas.

- (a) Use. Lessor grants to Lessee the nonexclusive right to ingress and egress over the Property to access the Boat Slip. Lessee will take the most direct path to the Boat Slip through the Property. Lessee shall have full and unimpaired access to the Property at all times, twenty-four (24) hours a day, seven (7) days a week for official duties.
- (b) Cooperation. Lessee agrees to conduct its operations from the Boat Slip in full cooperation with the other governmental agencies located on the Property and other boat slips, including their employees, agents, guests and particularly as to the flow and movement of vessels to, from and around the Boat Slip to include sharing use of all docks and piers and all walkways leading to the Boat Slip.
- (c) Cleanliness. Lessee will remove all trash from Lessee's operations and the Boat Slip and place such trash in the trash receptacle located on the Property. Lessee agrees that it shall take all actions necessary to prevent and eliminate odors emanating from the Boat Slip so there will be NO complaints (other than unfounded complaints) from adjoining property owners, the City of Destin, the State of Florida Health Department Okaloosa County, Florida, or other governmental agencies, Lessor or Lessor's other tenants, including, but not limited to, plastic bagging food or odor causing products being disposed of, implementation of an odor control program with a regular cleaning schedule and utilization of odor control product. Lessee is also responsible for the cleanliness (including removal of any bird droppings) to the Boat Slip.
- (d) Maintenance. Lessor will maintain the common areas proximate to the Boat Slip in good repair unless damaged by Lessee. The repair of any damage on the common area caused by Lessee will be the sole responsibility of Lessee.

7. [Intentionally Deleted]

8. Indemnity. Lessee hereby indemnifies and agrees to save and hold harmless Lessor, its officers, employees, directors, agents, servants, representatives, affiliates, predecessors, successors, and affiliated entities, and their insurers and underwriters, from and against any and all claims for personal injury, wrongful death, property damage, or breach of contract, however caused and however related, directly or indirectly, with the performance of services under this Lease Agreement, Lessee's use of the Boat Slip and surrounding Property and common areas, exercise of the Intended Use by Lessor's guests or invitees (including loss of property, injury or death resulting there from), any act of Lessor, Lessor's guests or invitees, or any acts or omissions of Lessor and its employees. Lessee's covenant to defend, indemnify and hold Lessor harmless applies even when the claim is caused or contributed to by alleged or actual negligence on the part of Lessor and any of its employees, any defect in the premises, no matter when that defect arose, and no matter whether that defect was known or observable by any party. The duty to defend Lessor includes payment of all reasonable attorneys' fees and all reasonable claims management and litigation costs, from the state and federal level and through the appellate level. In the event of nonperformance or attempted repudiation of the foregoing covenants of indemnification, Lessor reserves the right to cause Lessee to immediately cease all business operations at the Boat Slip and terminate this Lease Agreement without notice.

9. Default: Remedies.

(a) Default and Remedies. If Lessee (i) fails to pay any sum due under this Lease Agreement, or (ii) fails to correct any other default in its covenants and warranties under this Lease Agreement within fifteen (15) days after notice (or such default cannot be cured within ten (10) days, if Lessee does not begin curing the default within fifteen (15) days after notice and diligently proceed in good faith to cure the default), Lessor will have all of the rights and remedies available to the grantor of a license for the use of real property and a secured party under Florida law, including without limitation the right to:

- (1) Terminate this Lease Agreement;
- (2) Perform such obligations on Lessee's behalf, in which case Lessee will promptly reimburse Lessor; therefore, which remedies will be cumulative and not mutually exclusive. Lessor's failure to demand strict performance of this Lease Agreement at all times does not waive its right to fully enforce the Lease Agreement; or
- (3) In any such case, seek such damages and/or pursue such other rights and remedies, singly or cumulatively, to which Lessor may be entitled under Florida law; or

(b) Late Charges. In addition to the remedies provided above, (i) all sums due under this Lease Agreement will bear interest at eighteen percent (18%) per annum or,

if lower, the highest rate allowed by law beginning on the date they are due, and, in addition, (ii) a late charge of five percent (5%) of any payment due hereunder if not paid within five (5) days after it is due, and ten percent (10%) of any payment due hereunder if not paid within ten (10) days after it is due.

10. Assignments. Lessee will not assign this Lease Agreement (which term includes the transfer of a controlling interest in Lessee), by operation of law or otherwise, or sublet any part of the Property(s) without Lessor's prior written consent, and the net profit, if any, realized by Lessee on assignment or subletting the Property(s) will be paid to Lessor's as additional Lease Fee, as it is received. **Any attempted assignment without Lessor's consent will be void and Lessor shall have the right to terminate this Lease Agreement without notice.** If Lessee is in default under this Lease Agreement, Lessor may collect the entire amount due from any sub-Lessee directly and apply it to the Lease Fee or other sums due to Lessor without releasing Lessee of its obligations hereunder.

11. Regulations.

- (a) Lessee will comply with all laws and regulations in effect while this Lease is in effect, the Submerged Land Lease, and with Lessor's current uniform rules and regulations in effect from time to time, as modified by Lessor in Lessor's sole discretion, which Rules and Regulations are attached hereto as **Exhibit "D"**. Violations of these rules and regulations are subject to fines imposed solely at Lessor's discretion.
- (b) Lessee shall use commercially reasonable efforts to enter into any and all agreements with Lessor as may be required by the Lease Purchase Agreement in compliance with all applicable ordinances, statutes, laws, regulations or other rules.
- (c) Lessee expressly understands and agrees that except to the extent Lessee may be exempt as a Florida public entity, Lessee is responsible for abiding by and complying with all federal, state, county and local laws, rules, regulations and ordinances, including, but not limited to, all "Hazardous Materials Laws"(as defined below).
 - (1) For the purposes of this Lease Agreement, "Hazardous Material Laws" shall include any and all federal, state and local laws, regulations, ordinances, codes and policies relating to substances, chemicals, wastes, sewage or other materials that are regulated, controlled or prohibited; or relating to pollution or protection of the environment, of natural resources or of public health and safety.
 - (2) Lessor and its agents and employees shall have the right to enter in and upon the Boat Slip at any reasonable time and with reasonable notice to inspect Lessee's operations and confirm that Lessee is complying with this Lease Agreement pursuant to this Paragraph 11.

12. Effect of this Lease Agreement. This Lease Agreement contains the entire agreement of the parties and may only be amended by a writing of equal dignity and signed by both parties. The provisions of this Lease Agreement (i) are severable, so that the invalidity of any part will not affect the full enforceability of the remainder, and (ii) will bind and inure to the benefit of the parties hereto, their successors and permitted assigns forever, except that Lessor's liability for the satisfaction of any judgment or other judicial process arising from this Lease Agreement will be limited to Lessor's interest in the Boat Slip, and no other assets of Lessor will be subject to levy, execution or other procedures for its satisfaction. Time is of the essence of this Lease Agreement.

13. Recording. Neither party will file this Lease Agreement or any memorandum hereof in the public records without the written consent of the other party. However, all contracts and agreements between the parties are subject to and must be provided as requested pursuant to Florida Statutes Chapter 119 – public records.

14. Security Deposit. Lessor will not require Lessee to pay a security deposit under this Lease Agreement.

15. [Intentionally Deleted]

16. Regulatory Requirements.

- (a) Vessel must be clear of obstructions (solar panels, kayaks, jugs, etc.) which inhibit the safe approach and rafting of the pump-out vessel or impede access to the waste fitting.
- (b) **THE PROPERTY AND THE BOAT STIP IS LOCATED WITHIN AN AREA THAT IS AN ENVIROMENTALLY SENSITIVE AREA. Lessee represents and warrants Lessee and their Vessel(s) shall comply with the Federal Water Control Acts (33U.S.C. Section 1321- prohibiting discharge of oil and oily water; 33 U.S.C. Section 1322- prohibiting discharge of untreated sewage) and all other applicable federal, state, county and municipal laws and regulations. Lessee agrees to be liable and indemnify Lessor for any penalties or clean up fees imposed as a result of such prohibited acts or any other illegal acts of Lessee.**

17. [Intentionally Deleted]

18. Vessel Inspections. All Vessels are subject to inspection by Lessor or official enforcement agency personnel at reasonable times while being accompanied by Lessee's personnel during the inspection at all times. Inspections may be comprised of:

- (a) A brief inspection that relates to the Vessel's seaworthy condition, including

checking the Vessel's bilges for excessive accumulations of fuel or oil, and that pumping equipment is operational.

- (b) A sanitation equipment and system inspection to ensure compliance with marine sanitation requirements of City, State and Federal laws and regulations.

19. [Intentionally Deleted]

20. Hold Over. If Lessee fails to immediately remove Lessee's vessel from the Boat Slip upon any expiration or termination of this Lease Agreement, Lessee shall pay to Lessor, on demand a hold over charge at the daily transient rate \$200.00 per day together with all other amounts due to Lessor ("Hold Over Charge"). Further, if Lessee fails to immediately remove the Vessel from the Boat Slip or Property upon the expiration or termination of this Lease Agreement, Lessor may pursue any other remedies for a holdover tenant available under Florida law.

21. Bailment. This Lease Agreement does not create a bailment of the Vessel nor do the parties intend to create a bailment of the Vessel. This Lease Agreement is merely for the renting of a mooring space by Lessee for its Vessel. There is neither temporary nor permanent dominion nor control exercised over said Vessel by Lessor, but said control is to remain with Lessee at all times. This Lease Agreement is for the use of space only and such space is to be used at the sole risk of Lessee. Lessor shall not be liable for the care or protection of the boat, including her gear, equipment and appurtenances at any time. Lessee acknowledges that they have inspected the Boat Slip and is satisfied that it is safe and suitable for use. Lessee further agrees that they have examined the Property to their satisfaction prior to the execution of this Lease Agreement and is satisfied with the physical condition of the Property and agrees that the Property is in a safe condition and in good repair.

22. Subordination to Governmental Agreements. Lessee acknowledges and agrees that the Lease Agreement is subject to and subordinate to the Lease Purchase Agreement and any existing or future agreements of any kind between Lessor and any other public agency of the United States Government, State of Florida or any County authority or any official, board, commission or other body politic of the state or federal government, now or hereafter created, whether specifically mentioned here or not, pertaining to the development, construction, operation or maintenance of the Destin Harbor Marina facilities, mooring fields and basins, and their adjoining seawalls and dock areas. Lessor reserves the right to further develop, improve, maintain, modify and repair the seawalls and dock areas, the roadways and connected walkways at any time regardless of the views of Lessee and without interference or hindrance by Lessee.

23. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by reputable national or local courier (such as United Parcel Service or Federal Express), (iii) mailed by United States registered or certified mail, return receipt requested and postage prepaid, or (iv) sent by email transmission provided a confirmation of such email transmission is sent the same day by one of the methods of delivery in (i), (ii), or (iii) above. Any notice shall be addressed to each party at its address as set forth below.

Any such notice shall be considered given on the date of such hand delivery, deposit with such courier for same day or next business day delivery, upon receipt of return receipt of certified mail, or receipt of facsimile transmissions, as the case may be, and the time period (if any is provided herein) in which to respond to such notice shall commence on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving to the other party at least ten (10) days' notice thereof, any party shall have the right from time to time to change the addresses thereof and to specify up to two (2) additional addresses within the United States of America to which copies of notices to it shall be sent. Notice may be given on behalf of any party by such party's counsel. Notices shall be sent as follows:

Each notice to Lessor shall be addressed as follows:

Destin Fire Control District
Attn: Chief Kevin Sasser
848 Airport Road
Destin, Florida 32541
chief@destinfire.com

Each notice to Lessee shall be addressed as follows:

City of Destin
City Manager, City Clerk and City Attorney
4200 Indian Bayou Trail
Destin, Florida 32541
ljones@cityofdestin.com
clerksdepartment@cityofdestin.com
kkopp@romanokopplaw.com

24. Miscellaneous.

- (a) Authority. The persons signing this Agreement on behalf of the Parties represent and warrant that they have full power, authority and legal right to execute, deliver and perform their obligations under this Agreement; that this Agreement and the obligations hereunder are legal, valid and binding obligations of the Parties, enforceable in accordance with their terms; that there are no claims or defenses, persons or otherwise, or offsets whatsoever to the enforceability or validity of this Agreement; and that the persons signing this Agreement have full power, authority and legal right to do so and to bind and to cause the Parties to perform the obligations hereunder, without the joinder or consent of any other person.
- (b) Severability. If any term or provision of this Lease Agreement or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease Agreement, or the application of

such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

- (c) Headings. Section headings are used herein for convenience of reference only and shall not affect the meaning of any provisions of this Agreement.
- (d) Counterparts. This Lease Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as an original signed copy.
- (e) Governing Law. All matters pertaining to this Lease Agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties herein agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Circuit Court in and for Okaloosa County, State of Florida.
- (f) Captions and Definitions of Parties. The captions of the Paragraphs of this Lease Agreement are for convenience only and are not a part of this Lease Agreement and do not in any way limit or amplify the terms and provisions of this Lease Agreement. The word "Lessor" or "Lessee" and the pronouns referring thereto, shall mean, where the context so admits or requires, the entity named herein as Lessor or Lessee or the mortgagee in possession at any time, of the land and buildings comprising the Property. If there is more than one Lessor or Lessee, the covenants of Lessor or Lessee shall be the joint and several obligations of each of them, and if Lessor or Lessee is a partnership, the covenants of or Lessee shall be the joint and several obligations of each of the partners and the obligations of the firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Leasing Agreement otherwise provided, the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (g) No Partnership. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have executed this Lease Agreement as of the day and year first above written.

WITNESS:

LESSOR: Destin Fire Control District

By:

Printed Name: _____

Printed Name:

Printed Name: _____

Title: _____

STATE OF FLORIDA
OKALOOSA COUNTY

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2024 by _____, of Destin Fire District, who is personally known to me or produced _____ as identification and who did not take an oath.

NOTARY PUBLIC

THIS BOAT SLIP LEASE AGREEMENT IS SUBJECT TO FINAL REVIEW AND
APPROVAL BY THE DESTIN FIRE CONTROL DISTRICT BOARD OF
COMMISSIONERS

IN WITNESS WHEREOF, the undersigned have executed this Lease Agreement as of the day and year first above written.

WITNESS:

LESSEE: _____

Printed Name: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2024 by _____, of _____, who is personally known to me or produced _____ as identification and who did not take an oath.

NOTARY PUBLIC

THIS BOAT SLIP LEASE AGREEMENT IS SUBJECT TO FINAL REVIEW AND APPROVAL BY THE DESTIN FIRE CONTROL DISTRICT BOARD OF COMMISSIONERS

EXHIBIT A
Boat Slip

(See Attached)

EXHIBIT B
Lease Purchase Agreement

(See Attached)

EXHIBIT C
Depiction of the Property

(See Attached)

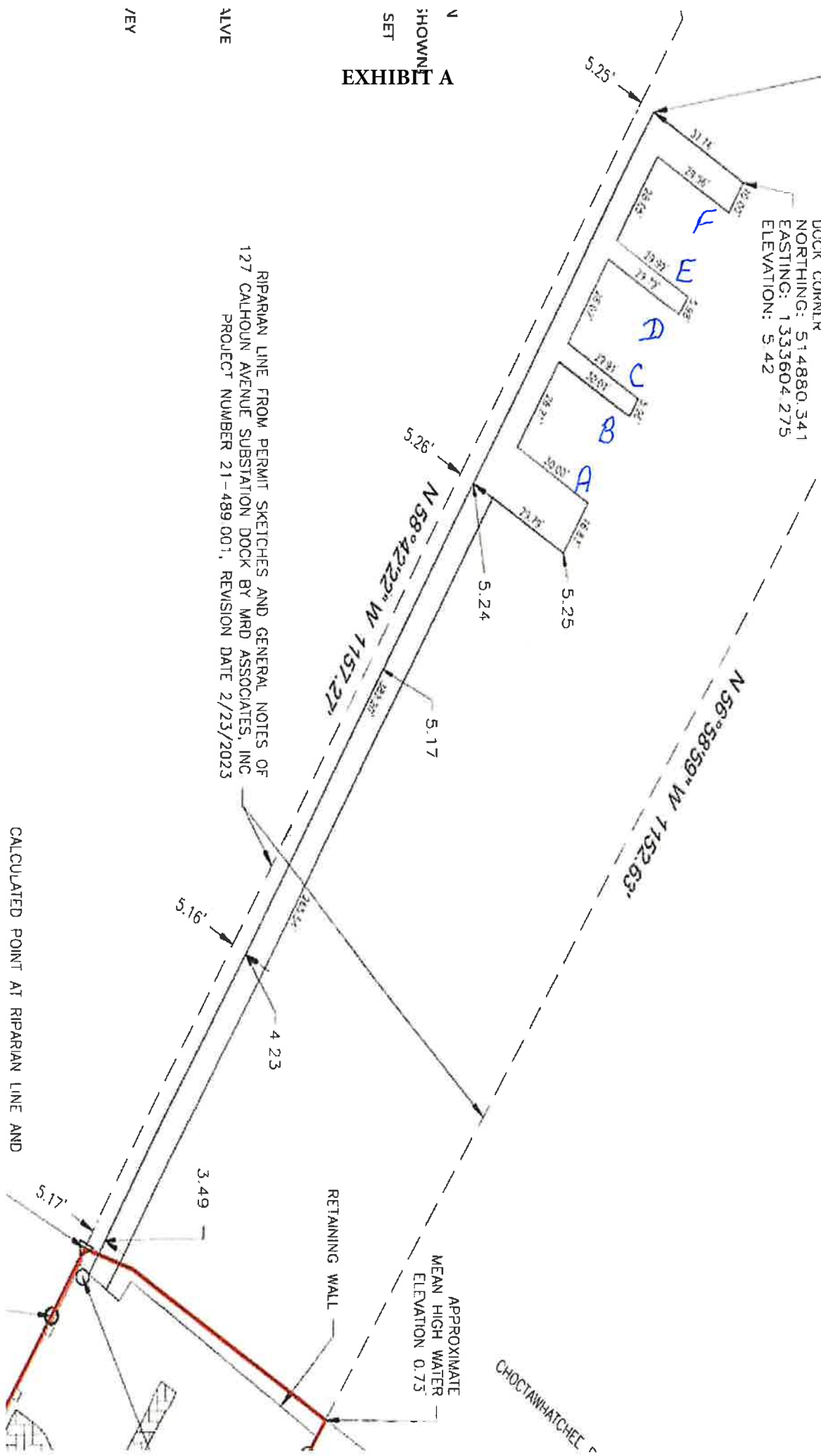
EXHIBIT D
RULES AND REGULATIONS

1. Boat Slip sign, as approved by Lessor, will be kept in good repair. Lessor maintains the authority to declare these items as sub-standard and allow Lessee a reasonable time to repair.
2. Lessee will ensure both themselves and their employees adhere to parking restrictions for the Property. Lessee shall not utilize more than one parking space on the Lessor's property for each Boat Slip leased by Lessee. Lessor reserves the right to assign a particular parking space to each lessee of a boat slip.
3. Lessee will notify Lessor of any change of address within five (5) days after such takes effect.
4. Lessor will not be liable for any loss or damage by theft or otherwise to the Boat Slip, other property, or person while using the Boat Slip.
5. Lessee will be responsible for seeing that its Boat Slip is properly secured to ensure against all damage from any and all causes whatsoever.
6. Lessee using the Boat Slip will be responsible for the conduct of all persons using, visiting or occupying the Boat Slip, to include that no offensive language is used, personal hygiene and appearance be neat and clean. This also includes maintaining a reasonable sound level on audio equipment while in or about the Boat Slip and surrounding Property.
7. Extreme caution should be exercised in leaving and entering the Property area. Lessee is responsible for all damage caused by Lessee's Vessel to the Property and other vessels or property.
8. Lessee will be responsible for keeping their Boat Slip and Vessel(s) in such condition that they do not become unsightly or dilapidated or reflect unfavorably on the appearance and standards of the dock or Property. All areas of all Boat Slip will be kept free and clear of debris, bottles, papers, trash or unsightly materials at all times.
9. No tangible personal property of Lessee will be stored in the Boat Slip or deck for any length of time.
10. There will be no alcoholic beverages sold, purchased or consumed within the Boat Slip or surrounding Property.
11. Lessee shall not bring any bait or fish to the Boat Slip.
12. All garbage to be put in the garbage bins located on the Property.

13. Lessee shall not fuel any vessel at the Boat Slip or transport any fuel for use at the Boat Slip.
14. Lessee shall not perform any major engine repairs to vessels moored at the Boat Slip. If Lessee must remove its vessel from the Boat Slip or Property for repair or maintenance, Lessee shall provide twenty-four (24) hour advance written notice of such need to Lessor except in the event of an emergency in which case Lessee may provide less than twenty-four (24) hour notice.

EXHIBIT A

DOCK CORNER
 NORTHING: 514880.341
 EASTING: 1333604.275
 ELEVATION: 5.42



RIPIARIAN LINE FROM PERMIT SKETCHES AND GENERAL NOTES OF
 127 CALHOUN AVENUE SUBSTATION DOCK BY MRD ASSOCIATES, INC
 PROJECT NUMBER 21-489 001, REVISION DATE 2/23/2023

CALCULATED POINT AT RIPIARIAN LINE AND

APPROXIMATE
 MEAN HIGH WATER
 ELEVATION 0.75'

CHOCTAWHATCHEE

RETAINING WALL

EXHIBIT B

LEASE PURCHASE AGREEMENT

Between

SYNOVUS BANK

Lessor

and

DESTIN FIRE CONTROL DISTRICT

Okaloosa County, Florida

Lessee

Dated July 1, 2021

This instrument prepared by:

George A. Smith Jr.

Bryant Miller Olive P.A.

1545 Raymond Diehl Road, Suite 300

Tallahassee, Florida 32308

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LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (this "Lease Purchase Agreement"), made and entered into this 1st of July, 2021, by and between Synovus Bank, a Georgia banking corporation, with its corporate office located at 1148 Broadway, Columbus, GA 31901, and its successor and assigns (the "Lessor"), and the **DESTIN FIRE CONTROL DISTRICT**, Okaloosa County, Florida, a legislatively created Independent Special Fire Control District of the State of Florida, with its mailing address at 848 Airport Road, Destin, Florida 32541, Attention: Fire Chief (the "Lessee");

WITNESSETH THAT:

WHEREAS, the purpose of this Lease Purchase Agreement is to provide for the financing of the acquisition, construction and equipping of a fire station, as more fully described in *Exhibit B* hereto (the "Fire Station Project"), to be located on the real property described in *Exhibit A* hereto (the "Project Site" and together with the Fire Station Project, the "Leased Premises"), for the use by the Lessee; and

WHEREAS, the Lessee (as lessor under the Ground Lease) has heretofore leased the Project Site to the Lessor (as lessee under the Ground Lease) pursuant to the Ground Lease of even date herewith (the "Ground Lease"), and the parties intend that the Leased Premises will be leased to the Lessee pursuant to the terms of this Lease Purchase Agreement; and

WHEREAS, the Lessor desires to lease the Leased Premises to the Lessee, and the Lessee desires to lease the Leased Premises from the Lessor, subject to the terms and conditions set forth in this Lease Purchase Agreement;

NOW THEREFORE, in consideration of the rent to be paid under, and the covenants and agreements contained in, this Lease Purchase Agreement, the parties agree as follows:

SECTION 1. Certain Defined Terms and References.

(a) In addition to the terms defined elsewhere in this Lease Purchase Agreement, the following terms have the meanings given below unless the context clearly requires otherwise:

"Ad Valorem Tax Millage" means ad valorem tax millage in an amount not exceeding 3 mills.

"Additional Rent" means any payments required to be made pursuant to Section 6 in addition to Base Rent, other than Further Payments.

"Appropriation" means the designation out of the general resources of the Lessee of a certain amount for a particular purpose in a resolution or budget adopted by the Board of Commissioners.

"Authorized Officer," when used:

(i) With respect to the Lessee, means the Chairman of the Board of Commissioners, the Secretary of the Board of Commissioners or other authorized signatories as provided in a resolution of the Lessee.

(ii) With respect to the Lessor, means a Director or any other or additional officer, of the Lessor who is designated in writing such the Director or other authorized officer of the Lessor as its Authorized Officer for the purposes of this Lease Purchase Agreement.

(iii) With respect to any successor to the Lessor, means the one or more officers of the successor designated in writing by the successor's board of directors (or other governing body) or officer authorized to make the notification as its Authorized Officer for the purposes of this Lease Purchase Agreement.

"Base Rent" means the payments, including the principal and Interest Components of those payments, calculated in accordance with Section 6 and in accordance with *Exhibit D* hereto.

"Board of Commissioners" means the Board of Commissioners of the Lessee.

"Bond Counsel" means Bryant Miller Olive P.A. or another firm of attorneys acceptable to the Lessee and the Lessor which shall be an attorney or firm of attorneys admitted to practice law before the highest court of the State and nationally recognized as experienced in matters pertaining to the validity of obligations of governmental issues and the exemption from federal income taxation of interest on such obligations.

"Business Day" means any date on which commercial banks are open for general business in Okaloosa County, Florida.

"Chairman" means the Chairman of the Board of Commissioners.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor internal revenue laws of the United States enacted by the Congress of the United States in replacement thereof and made applicable to this Lease Purchase Agreement. References to the Code and sections thereof include relevant applicable regulations, temporary regulations and proposed regulations thereunder, and any successor provisions to those sections, regulations, temporary regulations or proposed regulations.

"Commissioners" means members of the Board of Commissioners.

"Completion Date" means the date the Fire Station Project is completed as evidenced by the delivery of a "Completion Certificate".

"Corporate Tax Rate" shall mean the highest marginal statutory rate of federal income tax imposed on corporations such as the Lessor at the applicable time.

"Cost" or "Costs" means all reasonable or necessary expenses incidental to the construction, installation, improvement and equipping of the Fire Station Project, including the expenses of studies, surveys, land title and title policies, architectural and engineering services, legal and other special services and all other necessary and incidental expenses related thereto.

"Default Rate" means the Prime Rate plus 5% per annum.

"Determination of Taxability" means (a) the filing by the Lessee or any other person or entity of any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability has occurred, or (b) receipt by the Lessor of (i) a ruling or technical advice or notice of deficiency from the Internal Revenue Service in which the Lessee has had the opportunity to participate, or (ii) an opinion of any nationally recognized bond counsel acceptable to the Lessor to the effect that interest on the Base Rent hereunder is includable in the gross income for Federal income tax purposes of the Lessor, or (iii) the final adoption of legislation or regulations which has the effect of requiring interest on the Base Rent to be included in the gross income of the Lessor for Federal income tax purposes.

"Effective Date" means July 1, 2021.

"Event of Default" means an Event of Default described in Section 27 hereto.

"Event of Taxability" means the occurrence of circumstances which results in the Interest Component of Base Rent becoming includable in the gross income of the Lessor for Federal income tax purposes, such occurrence of circumstances relating to a specific point in time.

"Fire Station Project" means the acquisition, construction and equipping of a fire station facility, as more fully described in *Exhibit B* hereto.

"Fiscal Year" means any year ending September 30 or any other consecutive 12-month period which may be established hereafter as the Fiscal Year of the Lessee for budgeting and appropriation purposes.

"Further Payments" means all reasonable costs, fees and expenses incurred or paid by the Lessor under this Lease Purchase Agreement.

"Ground Lease" means the Ground Lease of even date herewith entered into between the Lessee (as lessor thereunder) and the Lessor (as lessee thereunder), and relating to the Leased Premises, as the same may be amended or supplemented from time to time in accordance with its terms.

"Impact Fees" means all impact fees collected by the Lessee pursuant to Section 191.009(4), Florida Statutes, and Section 9(4) of Chapter 2000-417, Laws of Florida, and any fees

or charges for fire services lawfully imposed by Okaloosa County, Florida and distributable to the Lessee that are legally available for payment of Lease Payments hereunder.

"Inspection Fees" means all fees collected by the Lessee for fire safety inspections conducted by the Lessee.

"Interest Component" means the interest component of each of the Base Rent payments identified on *Exhibit D* hereto.

"Interest Rate for Advances" means that interest rate per annum equal to the lesser of 10% or the maximum rate permitted by law.

"Lease Payment Account" shall have the same meaning as set forth in Section 12(f) hereto.

"Lease Payments" means the sum of the Base Rent and Additional Rent due at or during a stated time.

"Lease Payment Date" means the 1st day of each month of each applicable annual payment period, commencing August 1, 2021 (and if the 1st day of each month is not a Business Day, then the preceding Business Day).

"Lease Purchase Agreement" means this Lease Purchase Agreement, as the same may be amended or supplemented from time to time in accordance with its terms.

"Lease Term" means, individually and not collectively, the initial term of this Lease Purchase Agreement (the Effective Date through September 30, 2021), each Renewal Period, and any other renewal period during which the terms and conditions of this Lease Purchase Agreement are in force pursuant to Section 5(b).

"Leased Premises" means, collectively, the Fire Station Project and the Project Site.

"Lessee" means the Destin Fire Control District, Okaloosa County, Florida.

"Lessor" means Synovus Bank, and its successors and assigns.

"Net Proceeds", when used with respect to any insurance proceeds or eminent domain award, means the gross proceeds thereof less the payment of all expenses, including attorneys fees, incurred in connection with the collection of those gross proceeds.

"Permitted Liens" means, as of any particular time, (a) liens for ad valorem taxes and special assessments not then delinquent; (b) this Lease Purchase Agreement; (c) the Ground Lease; (d) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not (i) materially interfere with or impair the operations being conducted on the Leased Premises or (ii) materially adversely affect the Lessor's rights under the Ground Lease and this Lease Purchase Agreement; (e) such minor defects,

irregularities, encumbrances, easements, mechanics' liens, rights-of-way and clouds on title as, in the opinion of independent counsel, normally exist with respect to properties similar in character to the Leased Premises for the purpose for which it was acquired or is held by the Lessee and do not (i) materially interfere with or impair the operations being conducted on the Leased Premises or (ii) materially adversely affect the security granted to the Lessor by this Lease Purchase Agreement; and (f) any liens and encumbrances described in any title policies delivered in connection with the signing and delivery of either the Ground Lease or this Lease Purchase Agreement.

"Prime Rate" shall mean the rate published from time to time in The Wall Street Journal as the "U.S. Prime Rate" or, in the event The Wall Street Journal ceases to be published, goes on strike, is otherwise not published or ceases publication of "U.S. Prime Rate," the base, reference or other rate then designated by the Lessor, in its sole discretion, for general commercial loan reference. The U.S. Prime Rate is not necessarily the lowest or best rate of interest offered by the Lessor to any borrower or class of borrower.

"Project Site" means the real property described in *Exhibit A* hereto and any additions thereto, less any removals therefrom made in the manner and to the extent provided herein.

"Renewal Period" means, individually and not collectively, the Renewal Periods designated in Section 5(b) herein.

"State" means the State of Florida.

"Taxable Equivalent of the Tax-Exempt Rate" means the per annum rate obtained by dividing 2.43% by the difference of the number one minus the Corporate Tax Rate in effect at the time the Determination of Taxability occurred.

"Taxable Rate of Interest" means the Taxable Equivalent of the Tax-Exempt Rate in effect at the time the Determination of Taxability occurs, provided that in no event shall the Taxable Rate of Interest exceed the maximum interest rate permitted by law.

(b) References to sections or exhibits, unless otherwise indicated, are to sections of or exhibits to this Lease Purchase Agreement.

(c) Any reference to a section or provision of the United States Code, the Constitution of the State or to the Florida Annotated Statutes, or to a section, provision or chapter of the Florida Annotated Statutes, shall include such section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time. No amendment, modification or revision, or supplemental or superseding section, provision or chapter, shall be applicable solely by reason of this provision if it constitutes in any way an impairment of the rights or obligations of the Lessor or the Lessee under this Lease Purchase Agreement.

(d) Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa. The terms "hereof," "hereby," "herein," "hereto,"

"hereunder," "hereinafter" and similar terms refer to this Lease Purchase Agreement; and the term "hereafter" means after, and the term "heretofore" means before, the date of this Lease Purchase Agreement. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 2. Conveyance and Assignment of the Leased Premises.

(a) The fee title to the Project Site is vested in the Lessee. A leasehold interest in the Leased Premises has been conveyed to the Lessor pursuant to the Ground Lease. Subject to Section 14(b) herein, any improvements now on the Leased Premises or made to the Leased Premises on or after the effective date of this Lease Purchase Agreement shall benefit the Lessor pursuant to its leasehold interest under the Ground Lease, all subject to future conveyance, transfer and assignment to the Lessee as provided in this Lease Purchase Agreement, including, without limitation, Sections 4(a) and 11 hereof.

(b) The Lessor hereby authorizes the Lessee during the Lease Term, and so long as no Event of Default has occurred and is continuing, to contract in the Lessee's name with regard to the Leased Premises in accordance with the terms hereof, and all such contracts shall be made or done by the Lessee on its own behalf and not as an agent or contractor for the Lessor; provided that the Lessee shall give the Lessor prompt written notice of each such contract. The Lessor shall to the extent appropriate, by one or more assignments or other evidence of conveyance of a leasehold interest, assign all of its rights, title and interest in and to the Leased Premises to the Lessee as provided for in Section 11.

SECTION 3. Disbursements to the Lessee.

On the date here, the Lessor shall transfer the proceeds of the Lease to the Lessee as reimbursement for funds spent on December 22, 2021 to purchase real property for the Fire Station Project, in accordance with Treas. Regs. § 1.150-2.

SECTION 4. Lease of the Leased Premises.

(a) The Lessee hereby leases from the Lessor, the Leased Premises in accordance with the provisions of this Lease Purchase Agreement, to have and to hold for each Lease Term. The Lessee has examined the Leased Premises and approves the same in its current condition. During the Lease Term, all leasehold interests and rights granted to the Lessee by the Lessor under this Lease Purchase Agreement shall vest in the Lessee without any further action on the part of the Lessor.

(b) The Lessor covenants with the Lessee that, upon the Lessee's payment of Base Rent and Additional Rent, and the performance and observance of the other covenants and agreements on its part to be performed and observed under this Lease Purchase Agreement, the Lessee shall and may peaceably and quietly have, hold, occupy and enjoy the Leased Premises without let or hindrance from the Lessor.

(c) It is intended by the parties hereto that no merger of the fee and leasehold estates of the Lessee shall occur by operation of law by reason of this Lease Purchase Agreement and the Ground Lease, and more particularly that (i) the leasehold interest granted by the Lessee to the Lessor under the Ground Lease is and shall be independent of the Lessee's leasehold interest under this Lease Purchase Agreement, (ii) this Lease Purchase Agreement shall not be an assignment or surrender of the leasehold interest granted to the Lessor under the Ground Lease and (iii) this Lease Purchase Agreement shall not operate as a merger or extinguishment of the leasehold interest granted to the Lessor under the Ground Lease.

SECTION 5. Terms; Renewal Periods.

(a) The term of this Lease Purchase Agreement will commence on the Effective Date and will terminate on September 30, 2021, subject to renewal as provided below.

(b) This Lease Purchase Agreement may be renewed by the Lessee upon the terms and conditions set forth in this Section 5 for the following Renewal Periods:

<u>Lease Term</u>	<u>Commencement Date</u>	<u>Termination Date</u>
Initial Term	Effective Date	September 30, 2021
Renewal Period I	October 1, 2021	September 30, 2022
Renewal Period II	October 1, 2022	September 30, 2023
Renewal Period III	October 1, 2023	September 30, 2024
Renewal Period IV	October 1, 2024	September 30, 2025
Renewal Period V	October 1, 2025	September 30, 2026
Renewal Period VI	October 1, 2026	September 30, 2027
Renewal Period VII	October 1, 2027	September 30, 2028
Renewal Period VIII	October 1, 2028	September 30, 2029
Renewal Period IX	October 1, 2029	September 30, 2030
Renewal Period X	October 1, 2030	September 30, 2031
Renewal Period XI	October 1, 2031	September 30, 2032
Renewal Period XII	October 1, 2032	September 30, 2033
Renewal Period XIII	October 1, 2033	September 30, 2034

(c) If the right to renew is exercised by the Lessee, this Lease Purchase Agreement shall be a new lease and each such new lease shall terminate on the termination date of the applicable Renewal Period unless it terminates at an earlier date as provided below in this Section 5 or Section 7 hereto.

(d) The Lessee shall be deemed to have exercised its right of renewal for each succeeding Renewal Period if, prior to or within thirty (30) calendar days following the expiration of the then current Lease Term, appropriations are made of sufficient funds enabling the payment of all Base Rent and Additional Rent due during the next Renewal Period.

(e) If a Lease Term terminates without a renewal of this Lease Purchase Agreement for a succeeding Lease Term and if within thirty (30) days after such date of termination appropriations are made which would have caused this Lease Purchase Agreement to be renewed if the appropriation had been made prior to the termination of the prior Lease Term, then this Lease Purchase Agreement shall be reinstated and deemed renewed as of the day following the date of termination of the preceding Lease Term.

SECTION 6. Rent and Annual Appropriation.

(a) The Lessee agrees to pay to the Lessor during each Lease Term, the Lease Payments, including the interest and principal components of the Base Rent, equal to the amounts provided below in this Section 6. Except as specifically provided in Section 7, the Lease Payments during each Lease Term will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim or recoupment for any reason whatsoever.

(b) The Lessee agrees to pay as Base Rent to the Lessor, on or prior to each Lease Payment Date, the Base Rent calculated in accordance with this Section and *Exhibit D* hereto. Payments of Base Rent shall consist of principal and interest payments as more fully detailed in *Exhibit D* hereto, the interest on which begins to accrue as of the date hereof. The interest portion of Base Rent shall be calculated based on a 360-day year of twelve 30-day months at the interest rate per annum equal to 2.43%.

The Lessee agrees to pay, as Base Rent, the amounts specified in *Exhibit D* on or prior to the Lease Payment Dates specified in *Exhibit D*; provided, that Exhibit D may be amended to reflect an adjustment in the Base Rent to be paid as a result of any prepayment of Base Rent with such prepayments of Base Rent to be applied first to the last maturities of principal specified on *Exhibit D*; and provided further that optional prepayments of Base Rent shall be permitted on any day upon 30 days prior written notice to the Lessor and shall not be made in an aggregate amount less than \$100,000; and provided further that such limitations shall not be deemed to restrict any prepayment permitted pursuant to Section 25 hereof. The Base Rent shall be payable in immediately available funds to the Lessor at the address provided in writing by the Lessor to the Lessee, on or before a Lease Payment Date.

(c) Reserved.

(d) The Lessee agrees to pay to the Lessor the following amounts, if and whenever applicable, as Additional Rent:

(i) Taxes and other governmental charges as provided in Section 23 hereof not received by the appropriate governmental authority;

(ii) If and to the extent that the provision of this Lease Purchase Agreement impose any obligations (in addition to payment of the foregoing fees) on the Board of Commissioners to pay money to any person (including any agent), such obligations shall be subject to appropriation of and certification of availability of funds by the Board of Commissioners.

(iii) Any premium due for insurance required in Section 12 hereof paid by the Lessor on the Lessee's behalf.

Subject to the appropriation of funds for such purpose by the Board of Commissioners, and to the extent permitted by law, from time to time and upon receipt of an invoice from the Lessor, seeking Further Payments, the Lessee will pay such Further Payments to such party.

Lease Payments shall be payable at the designated office of the Lessor (or its successor or assigns) or at such other place as the Lessor may from time to time designate in writing.

It is the Lessee's present intent to make the Lease Payments for all Lease Terms if funds are lawfully available therefor and funds are appropriated for that purpose.

(e) The obligations of the Lessee under this Lease Purchase Agreement are subject to annual appropriation. Subject to the Lessor's unrestricted rights of non-appropriation in Section 7 hereto, prior to or upon the commencement of each Lease Term in which a Lease Payment Date occurs, the Lessee shall deliver to the Lessor a Fiscal Certification in the form attached hereto as *Exhibit C* or such other equivalent certificate at that time as may be required by law. So long as it would be factually accurate, the fiscal officer or the Chairman shall give the Fiscal Certification relating to Lease Payments payable during each such Lease Term.

SECTION 7. Non-appropriation of Funds.

In the event no appropriations or insufficient appropriations are made for any Fiscal Year providing for the payment of Base Rent due during a Lease Term, then the Lessee will immediately notify the Lessor of the fact. On the last day of any Lease Term for which the last Base Rent payment is budgeted to be paid, this Lease Purchase Agreement shall terminate (subject to reinstatement as provided in Section 5(e)) without penalty or expense to the Lessee of any kind whatsoever, except as to the portions of Lease Payments provided for in this Lease Purchase Agreement for a Fiscal Year for which appropriations are made. In the event of such termination without reinstatement, the Lessor will have all legal and equitable rights and remedies to take possession of the Leased Premises and relet the Leased Premises, and the Lessee agrees to peaceably surrender possession of the Leased Premises to the Lessor on the day following such termination, all subject to the Lessor's leasehold interest pursuant to the Ground Lease; provided, however, that the Lessee may not be forcibly evicted from the Leased Premises except by court order after due legal process and there is no right of foreclosure of the leasehold interest of the Lessee except by court order after due legal process. Should the Lessee non-appropriate pursuant to this Section 7 and not deliver possession of the Leased Premises to the Lessor, the Lessee shall nonetheless be liable for all payments of Base Rent during the time periods that it retains possession of the Leased Premises.

Any lease proceeds resulting from Lessor's exercise of its rights in the event of non-appropriation shall be used for the following purposes in the following order: (a) payment of Further Payments due and payable in the applicable Renewal Period for which there has been an appropriate fiscal appropriation, (b) Lease Payments due and payable in the applicable Renewal Period for which there has been an appropriate fiscal appropriation, (c) all of the purchase option amount set forth in Section 25 hereto, and (d) any balance to the Lessee.

SECTION 8. Authority and Authorization.

(a) The Lessee represents, covenants and warrants that: (i) the Lessee is a legislatively created Independent Special Fire Control District duly organized and validly existing under and by virtue of the laws of the State; (ii) the execution, delivery and performance by the Lessee of this Lease Purchase Agreement has been duly authorized by all necessary action on the part of the Lessee, including action by the Board of Commissioners; (iii) all necessary approvals for the Lessee's acquisition, ownership, leasing and operation of the Leased Premises have been obtained; (iv) this Lease Purchase Agreement constitutes a legal,

valid and binding obligation of the Lessee enforceable in accordance with its terms, (v) there has been no material change in the financial condition of the Lessee since September 30, 2019, (vi) to the best of Lessor's knowledge, the Leased Premises are not located in a flood plain or flood hazard area and has never been subject to damage from flooding, (vii) Lessee, on the Effective Date, is the owner in fee simple title to the Project Site and no lien or encumbrance on the Project Site shall materially impair Lessee's use of the Leased Premises for the purposes for which the Leased Premises are (or reasonably expected to be) held and (viii) the Leased Premises shall not be used in a trade or business of any other person or entity.

(b) The Lessee agrees and warrants that: (i) subject to Section 7 hereof, it will do or cause to be done all things on the part of the Lessee necessary to preserve and keep this Lease Purchase Agreement in full force and effect; (ii) it has complied with all requirements applicable to it, and has taken all steps for approval and adoption of this Lease Purchase Agreement as a valid obligation on its part; and (iii) it has obtained or will obtain all easements, rights-of-way and use agreements necessary for the construction, use and operation of, and access to, the Leased Premises.

(c) The Lessee represents, covenants and warrants that no litigation or administrative action or proceeding is pending or, to its knowledge, threatened, restraining or enjoining, or seeking to restrain or enjoin, the signing and delivery of this Lease Purchase Agreement, the Ground Lease or the validity or enforceability of this Lease Purchase Agreement, the Ground Lease or the resolutions authorizing this Lease Purchase Agreement and the Ground Lease, or the existence or the boundaries of the Lessee or the title to the respective offices of the Commissioners or fiscal officer, or the title to and/or the right of the Lessee to full enjoyment of the Leased Premises, and, specifically, no such judicial action or proceedings have been commenced by personal service on the Commissioners or fiscal officer of the Lessee.

(d) The lease obligations issued pursuant to this Lease Purchase Agreement are hereby designated as a "qualified tax-exempt obligation" to the extent permitted by Section 265(b) of the Code. The Lessee finds and determines that the reasonably anticipated amount of tax-exempt obligations (whether or not designated as qualified) issued and to be issued by the Lessee during this calendar year, including the lease purchase obligation issued pursuant to this Lease Purchase Agreement, do not, and the Lessee hereby covenants that, during such year, the amount of tax exempt obligations issued by the Lessee and designated as "qualified tax-exempt obligations" for such purpose will not, exceed \$10,000,000.

SECTION 9. Acquisition, Construction and Equipping of the Fire Station Project.

(a) The Lessee represents that the proceeds of the lease obligations issued under this Lease Purchase Agreement shall be used to acquire, construct and equip the Fire Station Project and Costs in excess of such proceeds (the "Unfinanced Costs") shall be paid by the Lessee directly from the Lessee's funds. The Lessee further represents that it has set aside funds sufficient for the Unfinanced Costs and further covenants that such set aside funds will be used for no other purpose. The Lessee shall comply with all applicable laws in maintaining the Leased Premises. The Lessee is obligated, subject to appropriation by the Board of Commissioners of sufficient funds, to cause the maintenance of the Leased Premises to be in accordance with the terms of this Lease Purchase Agreement.

(b) The Lessee will obtain or cause to be obtained all licenses, permits and other approvals of any other governmental entity having jurisdiction over the Lessee or the Fire Station Project that are necessary for the Fire Station Project.

(c) The Lessee has complied or will comply with any public bidding requirements that may be applicable to this Lease Purchase Agreement and the construction of the Fire Station Project.

(d) The Lessee represents and covenants that the completed Fire Station Project will result in a structurally sound building which will be in compliance with all applicable building and design codes and the Lessee's requirements.

(e) The Lessee represents and covenants that the Project Site is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the construction of the Fire Station Project on the Project Site and the use thereof upon completion, as contemplated by this Lease.

(f) The Lessee represents and covenants that all taxes, assessments or impositions of any kind with respect to the Project Site, except current taxes, have been paid in full.

(g) The Lessee represents and covenants that the Project Site is properly zoned for the purpose of the Fire Station Project.

(h) The Lessee shall ask, demand, sue for, levy, recover and receive all those sums of money, debts and other demands whatsoever which may be due, owing and payable under the terms of any contract, order, receipt, writing and instruction in connection with the acquisition and maintenance of the Leased Premises, and shall enforce the provisions of any contract, agreement, obligation, bond or other performance security with respect thereto.

(i) The Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the Lessee of, or any other representation or warranty with respect to, the Leased Premises. In no event shall the Lessor be liable for incidental, indirect, special or consequential damages, in connection with this Lease Purchase Agreement or the existence, or functioning of the Leased Premises or the Lessee's use of the Leased Premises, except such damages as may arise by reason of the Lessor's breach of this Lease Purchase Agreement. The Lessee acknowledges that it selected the Leased Premises without assistance of the Lessor and that the Lessor has acquired the Leased Premises at the Lessee's request specifically for the purpose of leasing the Leased Premises to the Lessee. The Lessor has not held itself out as having knowledge or skill particular to the Leased Premises or made any affirmations of fact regarding the Leased Premises. The Lessor shall have no responsibility in connection with the selection of the Fire Station Project, any contractor, subcontractor or supplier, the design of the Fire Station Project, its suitability for the use intended by the Lessee, or the performance by any contractor, subcontractor or supplier in acquiring, constructing and installing the Fire Station Project. The Lessor shall have no obligation to construct, furnish, equip, install, erect, test, inspect, service or maintain the Fire Station Project or any portion thereof under any circumstances, rather such actions shall be the sole obligation of the Lessee. The Lessor's sole responsibility in connection with the Fire Station Project is to deposit the proceeds of this Lease Purchase Agreement with the Lessee for the Lessee's reimbursement of the Costs of the Fire Station Project in accordance with the terms and conditions specified in this Lease Purchase Agreement.

SECTION 10. Use of the Leased Premises.

The Lessee shall not during the Lease Term, use or occupy the Leased Premises, or permit the same to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would cause the value or the usefulness of the Leased Premises to be substantially diminished or would cause a public nuisance or waste or which would adversely affect the excludability of interest of the lease obligations represented by this Lease Purchase Agreement for federal income tax purposes.

SECTION 11. Title/Interests in the Leased Premises.

(a) To the extent that the Leased Premises constitute personal property, the Lessor shall have a leasehold interest in the Leased Premises; provided that for federal income tax purposes, this Lease Purchase Agreement shall be treated by the Lessor and the Lessee as a conditional sales agreement, meaning that during each Lease Term, Lessee shall have title to the portion of the Leased Premises that constitutes personal property, subject to Lessee relinquishing such title to Lessor upon an Event of Default or an event of non-Appropriation, subject to Lessor's leasehold interest pursuant to the Ground Lease.

To the extent that the Leased Premises constitute real property, during the Lease Term, the Lessee shall have a leasehold interest in the Leased Premises, subject to Lessee relinquishing

such leasehold interest upon an Event of Default or an event of non-Appropriation, all subject to Lessor's leasehold interest pursuant to the Ground Lease.

The Lessor and the Lessee agree that the Ground Lease, this Lease Purchase Agreement or any other appropriate documents may be filed or recorded to evidence the parties' respective interests in the Leased Premises and this Lease Purchase Agreement.

(b) The Leased Premises shall become the property of the Lessee, free and clear of the Lessor's right and interest in the Leased Premises, and the Ground Lease shall terminate in accordance with its terms without further cost, upon the Lessee's exercise of the applicable purchase option granted in Section 25 hereof or other payment in full of all amounts due hereunder, provided that the Lessee shall be deemed to have exercised such option, and the Leased Premises shall pass to the Lessee without any further act or notice on its part upon the payment in full of all Lease Payments for the initial Lease Term and all Renewal Periods contemplated under this Lease Purchase Agreement, by the Lessee, as they shall have come due in accordance with *Exhibit D*, so long as there shall be no Event of Default in existence at such time. In such case, the Lessor agrees to sign such instruments and do such things as the Lessee reasonably requests in order to effectuate transfer of any and all of the Lessor's right, title and interest in the Leased Premises, as is, to the Lessee, without warranty, express or implied, by the Lessor except that the Lessor will warrant to the Lessee that the Leased Premises are free and clear of any liens created by or for the benefit of the Lessor.

SECTION 12. Insurance.

Lessee, during each Lease Term, shall maintain:

(a) Public Liability Insurance. Throughout each Lease Term, the Lessee shall maintain a standard comprehensive general insurance policy or policies in protection of the Lessor, its successors and assigns, and the Lessee, and their members, directors, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the acquisition, construction, installation, maintenance or operation of the Leased Premises. Said policy or policies shall provide coverage in the minimum liability limits of \$1,000,000 for personal injury or death of each person or deaths of two or more persons in each accident or event, and in a minimum amount of \$1,000,000 (subject to a deductible clause of not-to-exceed five percent (5%)) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy in the amount of \$1,000,000 covering all such risks. The aforesaid minimum liability limits may be adjusted with the written consent of the Lessor (or its successor or assigns). Insurance may be under a blanket form of insurance policy insuring other Lessee buildings and with any loss deductible used by the Lessee in connection with such blanket policy of insurance. The insurance provider shall be a provider that is acceptable to the Lessor.

(b) Casualty Insurance. The Lessee shall procure and maintain, or cause to be procured and maintained, throughout each Lease Term, casualty insurance against loss or damage to any part of the Leased Premises or improvements thereto, in an amount at least equal to the greater of (i) 100% of the replacement value of the Leased Premises (without deduction for depreciation, yet such insurance may be subject to a deductible not to exceed \$100,000), or (ii) 100% of the aggregate principal amount of the Lease Payments outstanding at any given time. Said insurance must, as nearly as practicable, cover loss or damage by fire, explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance, and must include earthquake coverage if such coverage is available at reasonable cost from reputable insurers in the reasonable determination of the Lessee, whose determination is final and conclusive. Said insurance must be subject to such deductibles as are customarily maintained by Independent Special Fire Control Districts with respect to properties of a like character, but in any case may not exceed 5% of the coverage amount. Said insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the Lessee, and may be maintained in whole or in part in the form of the participation by the Lessee in a program maintained through a joint powers authority or other program of pooled insurance. Said insurance may not be maintained by the Lessee in the form of self-insurance (unless such restriction is explicitly waived by the Lessor or its successors or assigns). The Lessee shall apply the Net Proceeds of said insurance as provided in sub-section (f) of this Section. Insurance may be under a blanket form of insurance policy insuring other buildings of the Lessee and with any loss deductible used by the Lessee in connection with such blanket policy of insurance. The insurance provider shall be a provider that is acceptable to the Lessor.

(c) Flood Insurance. The Lessee shall procure and maintain, or cause to be procured and maintained, throughout each Lease Term, flood insurance of the type shown on the Evidence of Flood Insurance attached hereto as Exhibit E, in amounts at least equal to the amounts shown on Evidence of Flood Insurance attached hereto as Exhibit E. Said insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the Lessee, and may be maintained in whole or in part in the form of the participation by the Lessee in a program maintained through a joint powers authority or other program of pooled insurance. Said insurance may not be maintained by the Lessee in the form of self-insurance (unless such restriction is explicitly waived by the Lessor or its successors or assigns). The Lessee shall apply the Net Proceeds of said insurance as provided in sub-section (f) of this Section. Insurance may be under a blanket form of insurance policy insuring other buildings of the Lessee and with any loss deductible used by the Lessee in connection with such blanket policy of insurance. The insurance provider shall be a provider that is acceptable to the Lessor.

(d) Insurance Net Proceeds; Form of Policies. Each policy of insurance maintained under this Section 12 shall name the Lessor (and its parents, subsidiaries, affiliates, successors and assigns) as loss payee so as to provide that all proceeds thereunder shall be payable to the Lessor (and its parents, subsidiaries, affiliates,

successors and assigns). In addition, to the extent appropriate, with respect to public liability insurance, the Lessor (and its parents, subsidiaries, affiliates, successor and assigns) shall be listed as an additional insured. The form of the endorsement with respect to the Lessor (and its parents, subsidiaries, affiliates, successor and assigns) as loss payee and as additional insured shall include a statement to the effect that the Lessor's interest as loss payee and additional insured shall not be invalidated or impaired by actions, inactions, breach of warranty/conditions or negligence of the Lessee or any other party. The Lessee shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease Purchase Agreement. All such policies shall provide that the Lessor shall be given thirty (30) days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby. The Lessor shall not be responsible for the sufficiency, adequacy or amount of any insurance or self-insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss.

(e) Replacement of the Leased Premises. In accordance with Section 20 hereto and Lessor's security interest in any Net Proceeds, in the event of total destruction of any portion of the Leased Premises, any insurance proceeds, self-insurance and any other moneys available and appropriated for such purpose, shall be applied by the Lessor and the Lessee to the acquisition or construction and/or replacement of the Leased Premises or to the Lessee's purchase of the Leased Premised in accordance with Section 20(d) hereof.

(f) Lease Payment Account. The proceeds of any public liability insurance or casualty insurance, to the extent they are not promptly used or encumbered for the purposes stated in Section 20 hereof, shall be paid to the Lessor for deposit in a separate payment fund titled the "Lease Payment Account" that is hereby established. Moneys in the Lease Payment Account shall be used to make Lease Payments immediately, or as soon thereafter as practical.

(g) Insurance During Construction. During the period of the construction, installation and improvement of the Leased Premises, the Lessee shall acquire and maintain in full force and effect:

(i) Builder's risk-completed value insurance insuring the Leased Premises against fire, lightning and all other risks covered by the extended coverage endorsement then in use in the State to the full insurable value of the Leased Premises (subject to reasonable loss deductible clauses), but in no event shall such amount be less than the amount necessary to prevent the application of any co-insurance provisions, issued by such insurance company or companies authorized to do business in the state as may be selected by Lessee. All such insurance policies shall meet the requirements of Section 22 hereof. All policies of liability insurance and certificates of workers' compensation insurance therefor issued by the respective insurers, bearing notations evidencing the payment of

premiums or accompanied by other evidence reasonably satisfactory to the Lessee of such payment, shall be obtained by the Lessee prior to the commencement of construction of the Leased Premises and maintained in the custody of or subject to the control of the fiscal officer and available for public inspection during the term of this Lease Purchase Agreement and all Renewal Terms. The required insurance coverage is as follows:

(ii) Workers' compensation insurance covering all persons employed in connection with that work and with respect to whom death or bodily injury claims could be asserted against the Lessor, the Lessee or the Leased Premises.

(iii) General liability insurance for the mutual benefit of the Lessor and the Lessee with limits of not less than \$1,000,000 for all personal injury or death claims, and property claims arising out of any one occurrence (the aforesaid minimum liability limits may be adjusted with the written consent of the Lessor or its successor or assigns). Such insurance shall include coverage against the claims set forth below which may arise out of or result from construction of the Leased Premises, whether such construction is by the Lessee or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(A) claims under workers' compensation, disability benefit and other similar employee benefit acts;

(B) claims for damages because of occupational sickness or disease or death of Lessee employees involved in the construction;

(C) claims for damages because of bodily injury, sickness or disease, or death of any person other than direct Lessee employees;

(D) claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Lessee or (2) by any other person involved in the construction;

(E) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

(F) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

(iv) Property and casualty insurance, including fire and extended coverage insurance, insuring the Leased Premises and all additions, alterations

and improvements to the same, against damage and destruction by all causes generally insured against in policies of fire and extended coverage insurance written on properties in Okaloosa County, Florida, in the amount of at least the replacement value thereof, as determined by the insurance company issuing such policy of insurance, (which company shall have at least an "A" rating from Standard and Poor's or an equivalent rating by Moody's Investors Service). This insurance shall include the interests of the Lessor, the Lessee, subcontractors and sub-subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

The Lessee shall provide to the Lessor evidence of such insurance coverage within 30 days of the execution of this Lease Purchase Agreement and within 30 days of the expiration of any coverage term.

SECTION 13. Payment and Performance Bonds; Mechanic's Liens.

During any construction period, the Lessee shall require any and all vendors, contractors and subcontractors, as applicable, to obtain performance and payment bonds rated "A" or better by A.M. Best as required by applicable law in connection with any additions, alterations, improvements, repairs or replacements to the Leased Premises, or in connection with furnishing labor or materials to the Leased Premises. Such bonds shall be in such form as is acceptable to the Lessor and shall name the Lessee and the Lessor as dual obligees. The Lessee shall promptly discharge any unpermitted liens, including, but not limited to vendor's, mechanic's, laborer's, materialman's or other similar liens based upon furnishing materials or labor to the Leased Premises, within sixty (60) days of notice of its filing, subject to Lessee's rights and obligations under Section 19 hereof. Notwithstanding the foregoing, the Lessee shall have the right, at its own expense, and after prior notice to the Lessor, by appropriate proceedings duly instituted and diligently prosecuted, to contest in good faith the validity or the amount of any such lien.

SECTION 14. Personal Property.

(a) Any equipment and furnishings constituting a part of the Leased Premises are and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which they may be situated, notwithstanding that such equipment and furnishings and/or any part thereof may be or hereafter may become in any manner physically affixed or attached to real estate or any building.

(b) The Lessee may from time to time, in its discretion and at its expense, install personal property and fixtures in or upon the Leased Premises. All such items so installed (exclusive of fixtures) shall be and remain the sole property of the Lessee and shall not be deemed part of the Leased Premises for purposes of this Lease Purchase Agreement, unless

otherwise agreed to by the parties hereto, or unless such personal property shall be treated as replacement property. The Lessee may, at any time while it is not in default under this Lease Purchase Agreement, remove from the Leased Premises any property installed pursuant to this subsection (b) after first delivering to the Lessor a certificate stating that such property does not and did not constitute a part of the Leased Premises. If any such removal causes damage to any portion of the Leased Premises, the Lessee shall restore the same or repair such damage at its expense. The Lessor shall execute and deliver such documents as the Lessee may properly request to evidence that particular item of personal property installed on or removed from the Leased Premises pursuant to this subsection (b) are not (or are no longer) part of the Leased Premises for purposes of this Lease Purchase Agreement.

SECTION 15. Maintenance, Operation and Use of the Leased Premises.

(a) The Lessee, at its expense and during each Lease Term, will:

(i) Keep or cause to be kept the Leased Premises in good order and condition (ordinary wear and tear excepted), and make all necessary or appropriate repairs, replacements and renewals thereof, interior, exterior, structural and non-structural, ordinary and extraordinary, foreseen and unforeseen.

(ii) Comply with all laws, insurance policies and regulations relating to, and obtain and maintain any governmental licenses and permits required for, the use, maintenance, repair and operation of the Leased Premises.

(iii) Pay all costs, claims, damages, fees and charges arising out of its possession, use, operation or maintenance of the Leased Premises.

(iv) Promptly comply with all rights of way or use, privileges, franchises, servitudes, licenses, easements, tenements, hereditaments and appurtenances forming a part of the Leased Premises and all instruments creating or evidencing the same, in each case, to the extent compliance therewith is required of Lessee under the terms of this Lease Purchase Agreement.

(b) The Lessee will not do, or permit to be done, any act or thing which might materially impair the value of the Leased Premises, will not commit or permit any material waste of the Leased Premises, and will not permit any unlawful or unauthorized occupation, business or trade to be conducted on the Leased Premises.

(c) The Lessor agrees that during each Lease Term and for a period of 30 days after any termination of this Lease Purchase Agreement resulting from an election by the Lessee to not appropriate funds sufficient to renew this Lease Purchase Agreement for the next succeeding Renewal Period, it will not impair the Lessee's abilities to operate the Leased Premises so that the Leased Premises can be used to carry out its intended functions.

SECTION 16. Additions, Modifications and Improvements.

Following the Lessee's acceptance of the Leased Premises, the Lessee, in its discretion and at its expense, may make from time to time any additions, modification or improvements to the Leased Premises which it may deem desirable, provided that no such additions, modification or improvements shall adversely affect the structural integrity or strength of any improvements constituting a part of the Leased Premises or materially interfere with the use and operation of the Leased Premises. All additions, modifications and improvements so made to the Leased Premises by the Lessee shall become and be deemed to constitute a part of the Leased Premises, unless otherwise agreed to by the parties hereto.

SECTION 17. Substitutions and Removals.

If Lessee, in its reasonable discretion, determines that any item of personal property constituting a part of the Leased Premises has become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary or should be replaced, the Lessee, as agent of the Lessor, may remove such item provided that such removal (taking into account any substitutions) shall not materially impair the leasehold value of the Leased Premises.

SECTION 18. Location: Inspection.

Except for removal for repair or replacement, or other temporary removal, and except as otherwise provided in this Lease Purchase Agreement, any personal property comprising the Leased Premises will not be removed from the Leased Premises without the Lessor's prior written consent, which consent will not be unreasonably withheld. Subject to reasonable security and safety regulations and upon reasonable notice, the Lessor and its agents will be entitled to enter upon the Leased Premises during regular business hours to inspect, or observe the use and operation of, the Leased Premises.

SECTION 19. Liens and Encumbrances.

The Lessee and the Lessor shall keep the Leased Premises free and clear of all liens and encumbrances except those created or permitted under this Lease Purchase Agreement, including any Permitted Liens, which permitted liens and encumbrances shall include, without limitation, the Ground Lease and this Lease Purchase Agreement relating to the financing of the Leased Premises. If any unpermitted lien shall at any time be filed, the Lessee shall, within sixty (60) days after notice of its filing but subject to the right to contest set forth below, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Notwithstanding the foregoing, the Lessee shall have the right, at its own expense, and after prior written notice to the Lessor, by appropriate proceedings duly instituted and diligently prosecuted, to contest in good faith the validity or the amount of any such lien. However, if the Lessor shall deliver to the Lessee an opinion of Bond Counsel to the effect that, by nonpayment of any such items, the interest created by this Lease Purchase Agreement will be materially affected or the Leased Premises or any part thereof will be subject to imminent loss or forfeiture, the Lessee shall promptly cause such lien to be discharged of record.

SECTION 20. Risk of Loss; Damage; Destruction.

(a) The Lessee assumes all risk of loss of or damage to the Leased Premises from any cause whatsoever. No loss of or damage to or defect in or unfitness or obsolescence of, the Leased Premises will relieve the Lessee of the obligation to make Lease Payments during any Lease Term or to perform any other obligation under this Lease Purchase Agreement.

(b) In case of any damage to or destruction of the Leased Premises or any part thereof, the Lessee will promptly give or cause to be given written notice thereof to the Lessor generally describing the nature and extent of such damage or destruction. Unless the Lessee exercises its option to purchase the Leased Premises pursuant to this Lease Purchase Agreement, there shall be no abatement or diminution of Lease Payments and the Lessee shall, whether or not the Net Proceeds of insurance, if any, received on account of such damage or destruction shall be sufficient for such purpose but subject to the lawful availability of funds, promptly commence and complete, or cause to be commenced and completed, the repair or restoration or replacement of the Leased Premises as nearly as practicable to the value and condition thereof existing immediately prior to such damage or destruction, with such changes or alterations, however, as the Lessee may deem necessary for proper operation of the Leased Premises.

(c) In the event of total destruction of the Leased Premises, the Lessee shall apply insurance proceeds, self-insurance and any other moneys available and appropriated for the purpose, to the acquisition of replacement facilities to constitute the Leased Premises, unless the Lessee exercises its option to purchase the Leased Premises from lawfully available and appropriated funds pursuant to Section 25; provided however, that the Lessee may act under this section on any Lease Payment Date notwithstanding the dates required in Section 25 hereof.

(d) Notwithstanding subsections (b) and (c) of this Section, the Net Proceeds of any insurance: (i) to the extent they are not promptly used or encumbered for the purposes stated in this Section 20, or (ii) in the event the Lessee is in default in making any Lease Payments, in an amount sufficient to cure any such default, shall be paid to the Lessee for deposit in the appropriate bond fund subaccount or the Lease Payment Account, established under Section 12(f).

(e) To the extent permitted by law, the Lessee will indemnify, protect, hold harmless, save and keep the Lessor harmless from and against all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including counsel fees and expenses) arising out of or as the result of (a) the entering into of the Ground Lease and this Lease Purchase Agreement, (b) the acquisition, construction, equipping and installation of the Leased Premises, (c) injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Leased Premises, and/or (d) the breach of any covenant by the Lessee herein or any material misrepresentation by the Lessee contained herein. The indemnification arising under this section will continue in full force and effect notwithstanding the full payment of all obligations

under this Lease Purchase Agreement or the termination of this Lease Purchase Agreement for any reason. Nothing in this Section shall be deemed to change the limited waiver of sovereign immunity under Florida law for tort found in Section 768.28(5), Florida Statutes.

SECTION 21. Eminent Domain.

If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under any governmental authority, the Lessee will promptly give written notice thereof to the Lessor describing the nature and extent of such taking. Any Net Proceeds received from any eminent domain award and not used to acquire replacement property constituting part of the Leased Premises shall, if received prior to the end of the last Lease Term, be paid to the Lessor in an amount not exceeding the then due and unpaid Base Rent hereunder plus the aggregate unpaid principal component of Base Rent to become due during each subsequent Renewal Period.

SECTION 22. Compliance with Legal and Insurance Requirements.

(a) The Lessee, at its expense, shall promptly comply or cause compliance with all Legal Requirements and Insurance Requirements, and shall procure, maintain and comply with all permits, licenses and other authorizations required for any use being made of the Leased Premises or any part thereof then being made or anticipated to be made, and for the proper construction, installation, operation and maintenance of the Leased Premises (if applicable) or any part thereof, and will comply with any instruments of record at the time in force burdening the Leased Premises or any part of the Leased Premises.

(b) As used in this Section:

(i) "Legal Requirements" means all laws, codes, acts, ordinances, resolutions, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governmental entities, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Leased Premises or any part of the Leased Premises, or to any use, anticipated use or condition of the Leased premises or any part of the Leased Premises.

(ii) "Insurance Requirements" means all provisions of any insurance policy covering or applicable to the Leased Premises or any part of the Leased Premises, all requirements of the issuer of any such policy, and all orders, rules, regulations or other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting the Leased Premises or any part of the Leased Premises.

(c) The Lessee may, at its expense and after prior notice to the Lessor, by any appropriate proceedings diligently prosecuted, contest in good faith any Legal Requirement and postpone compliance therewith pending the resolution or settlement of such contest, provided that such postponement does not, in the opinion of Bond Counsel, materially affect

the interest created by this Lease Purchase Agreement as to any part of the Leased Premises or subject the Leased Premises or any part of the Leased Premises to imminent loss or forfeiture.

SECTION 23. Payment of Taxes, Utilities and Other Governmental Charges.

(a) The Lessee shall pay, promptly when due and before penalty or interest accrues thereon, all taxes, assessments, whether general or special, and other governmental charges of any kind whatsoever, foreseen or unforeseen, ordinary or extraordinary, that now or may hereafter at any time during each Lease Term be assessed or levied against or with respect to the Leased Premises which, if not paid, may become or be made a lien on the Leased Premises and all charges for utilities (including gas, electric, water and telephone) furnished to the Leased Premises. The Lessor shall not have any responsibility for such taxes, assessments and other governmental and utility charges. The Lessor shall not be responsible for the quality, quantity, interruption or failure in the supply of any utility to the Leased Premises.

(b) Notwithstanding subsection (a) above, the Lessee may, at its expense and after prior written notice to the Lessor, by appropriate proceedings diligently prosecuted, contest in good faith the validity or amount of any such taxes, assessments and other governmental and utility charges, and during the period of contest need not pay the items so contested. However, if at any time the Lessor shall deliver to the Lessee an opinion of Bond Counsel to the effect that by nonpayment of any such items, the interest of the Lessor created by this Lease Purchase Agreement as to any part of the Leased Premises will be materially affected or the Leased Premises or any part of the Leased Premises will be subject to imminent loss or forfeiture, the Lessee shall promptly pay such taxes, assessments or charges. During the period when any taxes, assessments or other charges so contested remain unpaid, the Lessee shall set aside on its books adequate reserves with respect to the unpaid amounts. The Lessor agrees to fully cooperate with the Lessee in any such contest, at no cost to the Lessor, including, but not limited to, execution of any documents necessary or beneficial to the Lessee's case.

(c) Nothing contained herein shall be construed to require the Lessee to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the Lessor, or any income, excess profits or revenue tax, or any other tax, assessment, charge or levy upon the rent payable by the Lessee under this Lease Purchase Agreement.

SECTION 24. Payments by Lessor.

If the Lessee fails to pay taxes, assessments and other charges as required by Section 23 or to pay or discharge mechanic's or other liens as required by Section 19, the Lessor may (but shall not be obligated to), upon ten days advance written notice to the Lessee, advance and apply moneys to pay any such required charges or items. Any moneys advanced shall be payable by the Lessee on written demand therefor and shall bear interest from the date of advancement at the Interest Rate for Advances.

SECTION 25. Purchase Option.

In addition to the prepayment options provided for under Section 6(b), 6(c), and 20(c) hereof, if there is not then existing an Event of Default, or an event which with notice or lapse of time or both could become an Event of Default, which would not be cured or remedied by the payments provided for in this Lease Purchase Agreement, the Lessee, upon ninety (90) days prior written notice to the Lessor (or such lesser amount of time consented to by Lessor in writing), will have the right to purchase the Lessor's interest in the Leased Premises on any Lease Payment Date and terminate this Lease Purchase Agreement by paying to the Lessor an amount necessary to prepay the principal component of Base Rent, plus accrued interest without prepayment penalty or premium to the redemption date (plus Additional Rent plus Further Payments). Thereafter, upon payment of that purchase price, the Lessor shall convey all of its right, title and interest in the Leased Premises to the Lessee, and this Lease Purchase Agreement shall terminate in accordance with Section 11(b).

Notwithstanding the foregoing, if Lessee wishes to exercise this purchase option at a time when there exists an Event of Default or an event which with notice or lapse of time or both could become an Event of Default, Lessee shall have the right to cure any such Event of Default or such other event in order to exercise, and as a condition of exercising, this purchase option and to then exercise this purchase option upon the terms stated above.

SECTION 26. Assignments.

(a) The Lessee may not, without the prior written consent of the Lessor and an opinion of nationally recognized Bond Counsel that such assignment, transfer or other disposition will not adversely affect the excludibility from gross income for purposes of federal income taxation of the interest on the lease obligations issued pursuant to this Lease Purchase Agreement, paid from the Interest Component of the Base Rent payments set forth in *Exhibit D*, (i) assign, transfer, pledge, hypothecate or grant any security interest in or otherwise dispose of this Lease Purchase Agreement, or the Leased Premises (without replacement or substitution), or any interest in this Lease Purchase Agreement or the Leased Premises. Subject to obtaining the Lessor's express written consent and such opinion, the Lessee may sublease the Leased Premises subject to the rights of Lessor under this Lease Purchase Agreement and the Ground Lease, and permit it to be operated by someone other than the Lessee, the Lessee's employees or persons authorized by the Lessee in connection with the Lessee's operation and maintenance of the Leased Premises, in which case, the Lessee shall remain primarily responsible for all Lease Payments and Additional Payments.

(b) The Lessor may assign to any accredited investor (as defined herein) without recourse its rights, title and interests, in and to the Ground Lease, this Lease Purchase Agreement, the Leased Premises and any documents executed with respect to this Lease Purchase Agreement, and/or grant or assign a security interest (if any) in this Lease Purchase Agreement and its rights to the Leased Premises, in whole. For purposes of this section, an "accredited investor" shall have the meaning given it within the meaning of the Securities Act

of 1933, as amended, and Regulation D thereunder. Those assigned rights, title and interest of the Lessor may be further assigned and the assignees may grant or assign a security interest in this Lease Purchase Agreement and the Leased Premises, in whole to any other accredited investor. Any such assignee shall have all of the rights and obligations of the Lessor under this Lease Purchase Agreement. Upon such assignment by the Lessor, the Lessor or its assignee will cause written notice of the assignment to be sent to the Lessee; no further action will be required by the Lessor or its assignee or by the Lessee to evidence the assignment, but the Lessee shall acknowledge such assignment in writing if so requested. During the Lease Term, the Lessee shall keep a complete and accurate record of all such assignments.

(c) Subject to the preceding subsections, this Lease Purchase Agreement inures to the benefit of and is binding upon the successors or assigns of the parties to this Lease Purchase Agreement.

SECTION 27. Events of Default; Force Majeure.

(a) The occurrence of any one or more of the following events constitutes an "Event of Default" under this Lease Purchase Agreement:

(i) The Lessee's failure to make, during any Lease Term, any Lease Payment (or any other payment, including, without limitation, Additional Rent and Further Payments) when due in accordance with the terms of this Lease Purchase Agreement and the failure is not cured within ten (10) days of when due;

(ii) The Lessee's failure to perform or observe any other covenant, condition or agreement to be performed or observed by it under this Lease Purchase Agreement, and the failure is not cured within thirty (30) days after written notice of the failure to the Lessee by the Lessor or its assignee or, if the failure is of such a nature that it cannot practicably be cured within such thirty (30) days, steps satisfactory to the Lessor are not taken to cure the failure within such thirty (30) days and the failure is not cured within thirty (30) days after such written notice of the failure to the Lessee by the Lessor or its assignee; or

(iii) Lessee shall (A) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (B) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (C) make a general assignment for the benefit of creditors, (D) have an order for relief entered against it under applicable federal bankruptcy law, or (E) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(iv) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

(v) Any representation or warranty made in writing by or on behalf of the Lessee in this Lease Purchase Agreement, the Ground Lease or any document executed by the Lessee in connection therewith shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(vi) The Lessee shall default in the due and punctual payment or performance of covenants under any obligation for the payment of money to the Lessee or any subsidiary or affiliate of the Lessee; or

(vii) Failure of the Lessee to promptly remove any execution, garnishment or attachment of such consequence as will materially impair its ability to carry out its obligations under this Lease Purchase Agreement; or

(viii) A judgment or order shall be rendered against the Lessee for the payment of money in excess of \$500,000 and such judgment or order shall continue unsatisfied or unstayed for a period of more than 30 days.

Lessee's exercise of its non-appropriation rights under Section 7 hereto shall not constitute an Event of Default.

(b) Notwithstanding the foregoing, if, by reason of Force Majeure, the Lessee is unable to perform or observe any agreement, term or condition of this Lease Purchase Agreement, other than any obligation to make payments required under this Lease Purchase Agreement, the Lessee shall not be deemed in default during the continuance of such inability. However, the Lessee shall promptly give notice to the Lessor of the existence of any event of Force Majeure and shall use its best efforts to remove the effects thereof; provided that the settlement of strikes or other labor disturbances shall be entirely within the Lessee's discretion.

For the purpose of this subsection (b), the term "Force Majeure" means, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; order or restraints of any kind of the government of the United States of America or of any departments, agencies, political subdivisions or officials of the State, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation.

SECTION 28. Remedies.

(a) Upon the occurrence of an Event of Default, and as long as the Event of Default is continuing, the Lessor may, at its option, exercise any one or more of the following remedies:

(i) By written notice to Lessee, Lessor may declare all Lease Payments payable by Lessee pursuant to this Lease Purchase Agreement and other amounts payable by Lessee under this Lease Purchase Agreement to the end of the then current Lease Term to be due; provided, however, that there shall be no right under any circumstances to accelerate the maturities of the Base Rent payments due that have not yet been lawfully budgeted and appropriate by the Lessee or to otherwise declare any Base Rent due after the end of the then current Lease Term to be immediately due and payable;

(ii) By written notice to the Lessee, request the Lessee to (and the Lessee agrees that it will), promptly return possession of the Leased Premises to the Lessor;

(iii) Upon return of possession of the Leased Premises to the Lessor pursuant to Section 28(a)(ii) or Section 7 hereof, sublease the Leased Premises for the account of the Lessee, holding the Lessee liable for all applicable Lease Payments and other payments due during the then current Lease Term to the effective date of such subleasing and for the difference between the rental and other amounts paid by the sublessee pursuant to such sublease and the amounts payable during the then current Lease Term by the Lessee under this Lease Purchase Agreement;

(iv) During an Event of Default and commencing on the first day after all applicable grace periods have ended, Lessor may assess the Default Rate in lieu of the then existing interest rate against Lessee as the means for calculating the Interest Component of Base Rent to the end of the then current Lease Term to be due;

(v) Exercise any other right, remedy or privilege which may be available to it under the applicable laws of the State or any other applicable law or proceed by appropriate court action to enforce the terms of this Lease Purchase Agreement or to recover damages for the breach of this Lease Purchase Agreement or to rescind this Lease Purchase Agreement as to the Leased Premises.

(b) The Lessee will remain liable for all covenants and obligations under this Lease Purchase Agreement, and for all legal fees and other costs and expenses to the extent permitted by law, including court costs awarded by a court of competent jurisdiction, incurred by the Lessor with respect to the enforcement of any of the remedies under this Lease Purchase Agreement, when a court of competent jurisdiction has finally adjudicated that an Event of Default has occurred.

(c) No remedy conferred or reserved to the Lessor by this Lease Purchase Agreement is intended to be exclusive of any other available remedy or remedies, but each and

every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Purchase Agreement or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair or be construed to be a waiver of any such right or power, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it in this Lease Purchase Agreement, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made in this Lease Purchase Agreement.

(d) If an Event of Default occurs and the Lessor incurs expenses, including attorneys' fees, in connection with the enforcement of or the collection of amounts due under this Lease Purchase Agreement, the Lessee shall reimburse the Lessor to the extent permitted by law of the expenses so incurred upon demand. If any such expenses are not so reimbursed, the amount thereof, together with interest thereon from the date of demand for payment at the Interest Rate for Advances, shall be reimbursed to the extent permitted by law. The Lessor shall be entitled to seek recovery of such expenses in an action, suit or proceeding to the extent permitted by Florida law.

(e) No failure by the Lessor to insist upon strict performance by the Lessee of any provision of this Lease Purchase Agreement shall constitute a waiver of the Lessor's right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the Lessee to observe or comply with any provision of this Lease Purchase Agreement.

(f) The Lessee shall notify the Lessor immediately if it becomes aware of the occurrence of any Event of Default or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

(g) Notwithstanding anything to the contrary contained herein, the Lessee's financial obligations under this Section 28 are subject to annual appropriation of funds.

SECTION 29. Determination of Taxability.

Notwithstanding anything herein to the contrary, if a Determination of Taxability shall occur and such Determination of Taxability causes any portion of the Interest Component of Base Rent to be includable in the gross income of the Lessor under the Code, the Lessee shall, within 10 days after demand by the Lessor, pay to the Lessor an amount equal to the sum of (a) the difference between (i) the aggregate amount of the Interest Component of Base Rent which would have been payable to the Lessor if the Interest Component of Base Rent (or a portion thereof), commencing on the date of the Event of Taxability, had been the Taxable Rate of Interest, and (ii) the aggregate amount of the Interest Component of Base Rent actually paid to the Lessor prior to the Determination of Taxability; and (b) any amount which the Lessor is actually obligated to pay as interest on unpaid taxes, penalties or other assessments which are due by reason of the Determination of Taxability.

SECTION 30. Notices.

All notices to be given under this Lease Purchase Agreement shall be made in writing and mailed by first class mail, postage prepaid, to the party at its address stated below or at such other address as the party may provide in writing from time to time.

If to the Lessor: Synovus Bank
 1148 Broadway
 Columbus, GA 31901
 Attn: Wholesale Lending

With a copy to:

Synovus Bank
2325 Vanderbilt Beach Road
Naples, FL 34109
Attn: Jim Mitchell,
Senior Director, Government Banking Solutions

If to the Lessee: Destin Fire Control District
 848 Airport Road
 Destin, FL 32541
 Attention: Fire Chief

SECTION 31. Notice of Litigation.

The Lessee shall give the Lessor prompt notice of any action, suit or proceeding by it or against it at law or in equity, or before any governmental instrumentality or agency, or of any of the same which may be substantially threatened, which, if adversely determined, would materially impair the ability of the Lessee to carry out its obligations under this Lease Purchase Agreement or to renew this Lease Purchase Agreement.

SECTION 32. Reserved.

SECTION 33. Computation of Time.

The time in which any act provided by this Lease Purchase Agreement is to be done is computed by excluding the first day and including the last, unless the last day is not a Business Day and then it is also excluded.

SECTION 34. Relationship of the Lessor and the Lessee.

Nothing contained in this Lease Purchase Agreement shall be deemed or construed by the parties or by any third person to create the relationship of partnership or of joint venture or of any association between the Lessor and the Lessee.

SECTION 35. Interpretation.

In the event of a conflict between the terms of this Lease Purchase Agreement, the terms of the documents that either grant to the Lessor greater financial security in the Leased Premises or better assure payment of the Lease Payments shall control.

SECTION 36. Recording.

The Lessor and the Lessee shall cause this Lease Purchase Agreement or a Memorandum of Lease thereof to be filed for record in the Official Records of Okaloosa County, Florida. Notwithstanding any other provision herein, Lessee's failure to have this Lease Purchase Agreement or a Memorandum of Lease thereof recorded within three days of the date hereof shall constitute an Event of Default hereunder by the Lessee (unless otherwise waived in writing by the Lessor).

SECTION 37. Headings.

All section headings contained in this Lease Purchase Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease Purchase Agreement.

SECTION 38. Governing Law.

This Lease Purchase Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 39. Submission of Audited and Unaudited Financial Statements, Budget and Delivery of Related Documents.

The Lessee shall furnish to the Lessor annually audited financial statements not later than 270 days after the end of each Fiscal Year, beginning with audited financial statements for Fiscal Year 2020. The Lessee shall submit its annual budget within 30 days of adoption by the Board of Commissioners, beginning with the budget for Fiscal Year 2022.

The Lessee will execute or provide, as reasonably requested by the Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease Purchase Agreement, and after the effective date of this Lease Purchase Agreement, Lessee shall make a good faith effort to provide the Lessor with

additional reasonable requests for financial information within 15 days of a written request for additional financial information being made by the Lessor.

SECTION 40. Entire Agreement; Amendment, Severability.

(a) This Lease Purchase Agreement, together with attachments and exhibits, and other documents or instruments executed by the Lessee and the Lessor in connection with this Lease Purchase Agreement, constitute the entire agreement between the parties with respect to the lease of the Leased Premises.

(b) This Lease Purchase Agreement may not be modified, amended, altered or changed except with the written consent of the Lessee and of the Lessor.

(c) If any provision of, or any covenant, obligation or agreement contained in, this Lease Purchase Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this Lease Purchase Agreement. That invalidity or unenforceability shall not affect any valid or enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 41. Actions Relating to Tax Exemption.

(a) The Lessee covenants that it will restrict the use of moneys realized under this Lease Purchase Agreement or otherwise in connection with the acquisition, construction, installation, improvement and financing of the Leased Premises in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of entering into this Lease Purchase Agreement, so that there will not exist at any time any obligation in connection with this Lease Purchase Agreement or the Leased Premises that constitutes an "arbitrage bond" under Section 148 of the Code and the regulations prescribed under that Section. Any officer of the Lessee having responsibility with respect to the execution and delivery of this Lease Purchase Agreement shall, alone or in conjunction with any other officer, employee or agent of or consultant to the Lessee, give an appropriate certificate of the Lessee pursuant to that Section 148 and those regulations, setting forth the reasonable expectations of the Lessee on the date of entering into this Lease Purchase Agreement regarding this Lease Purchase Agreement and the use of those moneys.

The Lessee will make each determination, file each report and make each payment required to be made or filed by Section 148(f) of the Code in the manner and within the time periods prescribed by said section. The obligation of the Lessee to make such payments shall remain in effect and be binding upon the Lessee notwithstanding the expiration, cancellation or termination of this Lease Purchase Agreement.

The Lessee represents, warrants and covenants that (a) the statements concerning this Lease Purchase Agreement required by Section 149(e)(2) of the Code, and prepared by and submitted by, or on behalf of, the Lessee, are true and complete for the purposes for which intended and (b) it shall prepare and submit, or cause to be submitted, at any time any supplements to the statements which are deemed by the Lessor or Bond Counsel to be necessary or advisable and any such supplement shall be true and complete for the purposes for which intended.

(b) The Lessee covenants that it will, until this Lease Purchase Agreement is terminated, take all actions that may be required of it for the interest on this Lease Purchase Agreement, paid from the Interest Components, to be and remain exempt from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exemption, under the provisions of federal tax laws that apply to those Base Rent payments and this Lease Purchase Agreement. Notwithstanding the foregoing, if the Lessee obtains a written opinion of Bond Counsel that this covenant need not be complied with in order for the interest on this Lease Purchase Agreement to continue to be exempt from federal income taxation, then the covenant may be disregarded. The Lessee hereby authorizes any officer of the Lessee having responsibility with respect to the execution and delivery of this Lease Purchase Agreement and other appropriate officers to take such actions and give such certifications as may be appropriate to assure such tax exemption of the Interest Component and the interest on this Lease Purchase Agreement.

(c) The Lessee represents and covenants that it will not use the Leased Premises, or permit the Leased Premises to be used, so long as this Lease Purchase Agreement shall remain in effect, in such a manner as would result in the loss of the exemption from gross income for federal income tax purposes afforded under the Code to the interest on this Lease Purchase Agreement.

(d) Notwithstanding the foregoing, the Lessee shall not be obligated to appropriate funds for subsequent renewal periods, even though such election to not appropriate funds for payment of Base Rent hereunder and the non-renewal of this Lease Purchase Agreement may result in adverse tax consequences to the Lessor.

SECTION 42. Not General Indebtedness.

THE SCHEDULE OF BASE RENT, INCLUDING THE INTEREST PORTION OF SUCH SCHEDULE, DOES NOT AND SHALL NOT CONSTITUTE GENERAL INDEBTEDNESS OF THE LESSEE WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION BUT SHALL BE PAYABLE SOLELY FROM FUNDS APPROPRIATED THEREFOR, AND NEITHER THE FAITH AND CREDIT NOR ANY AD VALOREM TAXING POWER OF THE LESSEE, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SCHEDULE OF BASE RENT OR OTHER COSTS INCIDENTAL HERETO.

SECTION 43. Waiver of Jury Trial. THE LESSOR AND THE LESSEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE RESOLUTION OR ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY.

SECTION 44. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof), the Lessee acknowledges and agrees, that: (a) (i) the Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby, (iii) the Lessor is not acting as a municipal advisor or financial advisor to the Lessee, and (iv) the Lessor has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Lessee with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lessor has provided other services or is currently providing other services to the Lessee on other matters); (b) (i) the Lessor is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Lessee or any other person and (ii) the Lessor has no obligation to the Lessee, with respect to the transactions contemplated hereby except those obligations expressly set forth herein; and (c) the Lessor may be engaged in a broad range of transactions that involve interests that differ from those of the Lessee, and the Lessor has no obligation to disclose any of such interests to the Lessee. This Agreement is entered into pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated hereunder.

SECTION 45. Marketing. The Lessee acknowledges and agrees that the Lessor shall be permitted to use information related to this Agreement in connection with marketing, press releases or other transactional announcements or updates provided to investors or trade publications, including, but not limited to, the placement of the logo of the Lessor or other identifying name on marketing materials or of "tombstone" advertisements in publications of Lessor's choice at Lessor's expense.

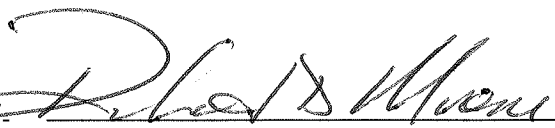
SECTION 46. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Lease Purchase Agreement by their authorized officers on the dates of the respective acknowledgments but as of the date first written hereinabove.

Lessee:

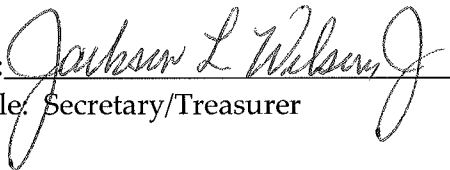
DESTIN FIRE CONTROL DISTRICT

By: 

Title: Chairman

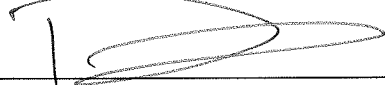
(Seal)

Attest:

By: 

Title: Secretary/Treasurer

TWO WITNESSES:


Name: David C. Matthews II


Name: Kevin Sasser

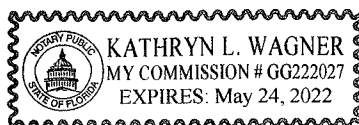
STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me of X physical presence or by ___ online notarization this 30th day of June, 2021, by Richard D. Moore, as Chairman, and Jackson L. Wilson Jr., as Secretary/Treasurer of the Board of Commissioners of the Destin Fire Control District, a legislatively created Independent Special Fire Control District of the State of Florida created and existing under the laws of the State of Florida, on behalf of the District. He is personally known to me or has produced a driver's license as identification.

(SEAL)


Name

Notary Public State of Florida
Commission Number:



IN WITNESS WHEREOF, the parties have executed this Lease Purchase Agreement by their authorized officers on the dates of the respective acknowledgments but as of the date first written hereinabove.

Lessor:

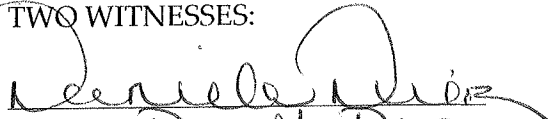
Synovus Bank

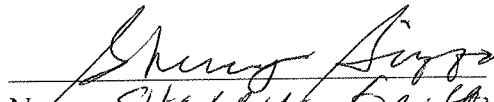


By: Jim Mitchell

Its: Senior Director, Government Banking
Solutions

TWO WITNESSES:


Name: Daniela Diaz

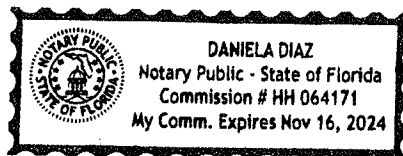

Name: Sherry Banta

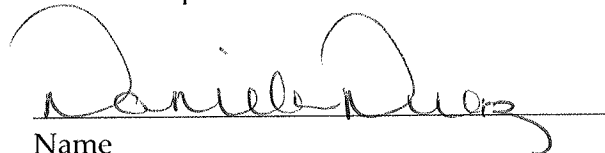
STATE OF FLORIDA

COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28th day of June, 2021, by Jim Mitchell, Senior Director, Government Banking Solutions of Synovus Bank, a Georgia banking corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification.

(SEAL)





Name

Notary Public State of Florida

Commission Number:

EXHIBIT A

PROJECT SITE

127 Calhoun Avenue
Destin, Florida

EXHIBIT A

[Subject Property]

A LOT FROM THE NORTHERN END OF LOT NO. 13, THE MORENO POINT MILITARY RESERVATION, SAID LOT BEING APPROXIMATELY 1 ACRE, AND FACING CHOCTAWHATCHEE BAY 97 FEET, MORE OR LESS, AND EXTENDING SOUTHEASTWARDLY ALONG THE NORTHERN BOUNDARY OF LOT NO. 13, 500 FEET, MORE OR LESS TO CALHOUN AVENUE, WHICH IT FACES 83 FEET AND IS DESCRIBED AS FOLLOWS: BEING AT THE NORTHEASTERN CORNER OF LOT 13; THENCE NORTH 62 DEGREES 4'50" WEST 500 FEET, MORE OR LESS, TO THE SHORELINE OF CHOCTAWHATCHEE BAY; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE SAID SHORE LINE A DISTANCE OF 97 FEET, MORE OR LESS, THENCE IN A SOUTHEASTERLY DIRECTION 500 FEET; MORE OR LESS, TO CALHOUN AVENUE; THENCE ALONG CALHOUN AVENUE 72 DEGREES 8'50" EAST A DISTANCE OF 83 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

PROJECT

The acquisition, construction, and equipping of improvements for a new Fire Station and District Administration Headquarters pursuant to plans on file with the District Secretary from time to time on the land identified on Exhibit A hereto.

EXHIBIT C

FORM OF FISCAL CERTIFICATE

The undersigned, Chairman of the Board of Commissioners of the Lessee under the aforesaid Lease Purchase Agreement, hereby certifies that the moneys necessary to meet the obligations of the Lessee during the Fiscal Year _____-_____ under the aforesaid Lease Purchase Agreement have been lawfully appropriated by the Board of Commissioners of the Lessee acting as the legislative authority of the Lessee, for such purposes pursuant to a Resolution adopted _____, 20____, and are in the custody of the Lessee or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

Dated: _____, 20____

Chairman of the Board of Commissioners

EXHIBIT D

SCHEDULE OF BASE RENT

[Attach Amortization Table]

**Destin Fire Control District
Schedule of Base Rent
13 Year Amortization**

					Fiscal Year	
Date	Outstanding	Interest	Principal	Total	Total	
7/1/2021	\$ 1,500,000.00					
8/1/2021	\$ 1,500,000.00	\$ 3,037.50	\$ 8,186.12	\$ 11,223.62		
9/1/2021	\$ 1,491,813.88	\$ 3,020.92	\$ 8,202.70	\$ 11,223.62		
10/1/2021	\$ 1,483,611.18	\$ 3,004.31	\$ 8,219.31	\$ 11,223.62	\$	33,670.86
11/1/2021	\$ 1,475,391.88	\$ 2,987.67	\$ 8,235.95	\$ 11,223.62		
12/1/2021	\$ 1,467,155.92	\$ 2,970.99	\$ 8,252.63	\$ 11,223.62		
1/1/2022	\$ 1,458,903.30	\$ 2,954.28	\$ 8,269.34	\$ 11,223.62		
2/1/2022	\$ 1,450,633.95	\$ 2,937.53	\$ 8,286.09	\$ 11,223.62		
3/1/2022	\$ 1,442,347.87	\$ 2,920.75	\$ 8,302.87	\$ 11,223.62		
4/1/2022	\$ 1,434,045.00	\$ 2,903.94	\$ 8,319.68	\$ 11,223.62		
5/1/2022	\$ 1,425,725.32	\$ 2,887.09	\$ 8,336.53	\$ 11,223.62		
6/1/2022	\$ 1,417,388.80	\$ 2,870.21	\$ 8,353.41	\$ 11,223.62		
7/1/2022	\$ 1,409,035.39	\$ 2,853.30	\$ 8,370.32	\$ 11,223.62		
8/1/2022	\$ 1,400,665.07	\$ 2,836.35	\$ 8,387.27	\$ 11,223.62		
9/1/2022	\$ 1,392,277.79	\$ 2,819.36	\$ 8,404.26	\$ 11,223.62		
10/1/2022	\$ 1,383,873.54	\$ 2,802.34	\$ 8,421.28	\$ 11,223.62	\$	134,683.44
11/1/2022	\$ 1,375,452.26	\$ 2,785.29	\$ 8,438.33	\$ 11,223.62		
12/1/2022	\$ 1,367,013.93	\$ 2,768.20	\$ 8,455.42	\$ 11,223.62		
1/1/2023	\$ 1,358,558.51	\$ 2,751.08	\$ 8,472.54	\$ 11,223.62		
2/1/2023	\$ 1,350,085.97	\$ 2,733.92	\$ 8,489.70	\$ 11,223.62		
3/1/2023	\$ 1,341,596.28	\$ 2,716.73	\$ 8,506.89	\$ 11,223.62		
4/1/2023	\$ 1,333,089.39	\$ 2,699.51	\$ 8,524.11	\$ 11,223.62		
5/1/2023	\$ 1,324,565.28	\$ 2,682.24	\$ 8,541.38	\$ 11,223.62		
6/1/2023	\$ 1,316,023.90	\$ 2,664.95	\$ 8,558.67	\$ 11,223.62		
7/1/2023	\$ 1,307,465.23	\$ 2,647.62	\$ 8,576.00	\$ 11,223.62		
8/1/2023	\$ 1,298,889.23	\$ 2,630.25	\$ 8,593.37	\$ 11,223.62		
9/1/2023	\$ 1,290,295.86	\$ 2,612.85	\$ 8,610.77	\$ 11,223.62		
10/1/2023	\$ 1,281,685.09	\$ 2,595.41	\$ 8,628.21	\$ 11,223.62	\$	134,683.44
11/1/2023	\$ 1,273,056.88	\$ 2,577.94	\$ 8,645.68	\$ 11,223.62		
12/1/2023	\$ 1,264,411.20	\$ 2,560.43	\$ 8,663.19	\$ 11,223.62		
1/1/2024	\$ 1,255,748.01	\$ 2,542.89	\$ 8,680.73	\$ 11,223.62		
2/1/2024	\$ 1,247,067.28	\$ 2,525.31	\$ 8,698.31	\$ 11,223.62		
3/1/2024	\$ 1,238,368.97	\$ 2,507.70	\$ 8,715.92	\$ 11,223.62		
4/1/2024	\$ 1,229,653.05	\$ 2,490.05	\$ 8,733.57	\$ 11,223.62		
5/1/2024	\$ 1,220,919.48	\$ 2,472.36	\$ 8,751.26	\$ 11,223.62		
6/1/2024	\$ 1,212,168.22	\$ 2,454.64	\$ 8,768.98	\$ 11,223.62		
7/1/2024	\$ 1,203,399.24	\$ 2,436.88	\$ 8,786.74	\$ 11,223.62		
8/1/2024	\$ 1,194,612.50	\$ 2,419.09	\$ 8,804.53	\$ 11,223.62		
9/1/2024	\$ 1,185,807.97	\$ 2,401.26	\$ 8,822.36	\$ 11,223.62		
10/1/2024	\$ 1,176,985.62	\$ 2,383.40	\$ 8,840.22	\$ 11,223.62	\$	134,683.44
11/1/2024	\$ 1,168,145.39	\$ 2,365.49	\$ 8,858.13	\$ 11,223.62		

12/1/2024	\$	1,159,287.27	\$	2,347.56	\$	8,876.06	\$	11,223.62	
1/1/2025	\$	1,150,411.20	\$	2,329.58	\$	8,894.04	\$	11,223.62	
2/1/2025	\$	1,141,517.17	\$	2,311.57	\$	8,912.05	\$	11,223.62	
3/1/2025	\$	1,132,605.12	\$	2,293.53	\$	8,930.09	\$	11,223.62	
4/1/2025	\$	1,123,675.02	\$	2,275.44	\$	8,948.18	\$	11,223.62	
5/1/2025	\$	1,114,726.84	\$	2,257.32	\$	8,966.30	\$	11,223.62	
6/1/2025	\$	1,105,760.55	\$	2,239.17	\$	8,984.45	\$	11,223.62	
7/1/2025	\$	1,096,776.09	\$	2,220.97	\$	9,002.65	\$	11,223.62	
8/1/2025	\$	1,087,773.44	\$	2,202.74	\$	9,020.88	\$	11,223.62	
9/1/2025	\$	1,078,752.56	\$	2,184.47	\$	9,039.15	\$	11,223.62	
10/1/2025	\$	1,069,713.42	\$	2,166.17	\$	9,057.45	\$	11,223.62	\$ 134,683.44
11/1/2025	\$	1,060,655.97	\$	2,147.83	\$	9,075.79	\$	11,223.62	
12/1/2025	\$	1,051,580.18	\$	2,129.45	\$	9,094.17	\$	11,223.62	
1/1/2026	\$	1,042,486.01	\$	2,111.03	\$	9,112.59	\$	11,223.62	
2/1/2026	\$	1,033,373.42	\$	2,092.58	\$	9,131.04	\$	11,223.62	
3/1/2026	\$	1,024,242.38	\$	2,074.09	\$	9,149.53	\$	11,223.62	
4/1/2026	\$	1,015,092.85	\$	2,055.56	\$	9,168.06	\$	11,223.62	
5/1/2026	\$	1,005,924.80	\$	2,037.00	\$	9,186.62	\$	11,223.62	
6/1/2026	\$	996,738.17	\$	2,018.39	\$	9,205.23	\$	11,223.62	
7/1/2026	\$	987,532.95	\$	1,999.75	\$	9,223.87	\$	11,223.62	
8/1/2026	\$	978,309.08	\$	1,981.08	\$	9,242.54	\$	11,223.62	
9/1/2026	\$	969,066.54	\$	1,962.36	\$	9,261.26	\$	11,223.62	
10/1/2026	\$	959,805.28	\$	1,943.61	\$	9,280.01	\$	11,223.62	\$ 134,683.44
11/1/2026	\$	950,525.26	\$	1,924.81	\$	9,298.81	\$	11,223.62	
12/1/2026	\$	941,226.46	\$	1,905.98	\$	9,317.64	\$	11,223.62	
1/1/2027	\$	931,908.82	\$	1,887.12	\$	9,336.50	\$	11,223.62	
2/1/2027	\$	922,572.32	\$	1,868.21	\$	9,355.41	\$	11,223.62	
3/1/2027	\$	913,216.90	\$	1,849.26	\$	9,374.36	\$	11,223.62	
4/1/2027	\$	903,842.55	\$	1,830.28	\$	9,393.34	\$	11,223.62	
5/1/2027	\$	894,449.21	\$	1,811.26	\$	9,412.36	\$	11,223.62	
6/1/2027	\$	885,036.85	\$	1,792.20	\$	9,431.42	\$	11,223.62	
7/1/2027	\$	875,605.43	\$	1,773.10	\$	9,450.52	\$	11,223.62	
8/1/2027	\$	866,154.91	\$	1,753.96	\$	9,469.66	\$	11,223.62	
9/1/2027	\$	856,685.25	\$	1,734.79	\$	9,488.83	\$	11,223.62	
10/1/2027	\$	847,196.42	\$	1,715.57	\$	9,508.05	\$	11,223.62	\$ 134,683.44
11/1/2027	\$	837,688.37	\$	1,696.32	\$	9,527.30	\$	11,223.62	
12/1/2027	\$	828,161.07	\$	1,677.03	\$	9,546.59	\$	11,223.62	
1/1/2028	\$	818,614.48	\$	1,657.69	\$	9,565.93	\$	11,223.62	
2/1/2028	\$	809,048.55	\$	1,638.32	\$	9,585.30	\$	11,223.62	
3/1/2028	\$	799,463.26	\$	1,618.91	\$	9,604.71	\$	11,223.62	
4/1/2028	\$	789,858.55	\$	1,599.46	\$	9,624.16	\$	11,223.62	
5/1/2028	\$	780,234.39	\$	1,579.97	\$	9,643.65	\$	11,223.62	
6/1/2028	\$	770,590.75	\$	1,560.45	\$	9,663.17	\$	11,223.62	
7/1/2028	\$	760,927.58	\$	1,540.88	\$	9,682.74	\$	11,223.62	
8/1/2028	\$	751,244.83	\$	1,521.27	\$	9,702.35	\$	11,223.62	
9/1/2028	\$	741,542.48	\$	1,501.62	\$	9,722.00	\$	11,223.62	
10/1/2028	\$	731,820.49	\$	1,481.94	\$	9,741.68	\$	11,223.62	\$ 134,683.44

11/1/2028	\$	722,078.80	\$	1,462.21	\$	9,761.41	\$	11,223.62	
12/1/2028	\$	712,317.39	\$	1,442.44	\$	9,781.18	\$	11,223.62	
1/1/2029	\$	702,536.22	\$	1,422.64	\$	9,800.98	\$	11,223.62	
2/1/2029	\$	692,735.23	\$	1,402.79	\$	9,820.83	\$	11,223.62	
3/1/2029	\$	682,914.40	\$	1,382.90	\$	9,840.72	\$	11,223.62	
4/1/2029	\$	673,073.68	\$	1,362.97	\$	9,860.65	\$	11,223.62	
5/1/2029	\$	663,213.04	\$	1,343.01	\$	9,880.61	\$	11,223.62	
6/1/2029	\$	653,332.42	\$	1,323.00	\$	9,900.62	\$	11,223.62	
7/1/2029	\$	643,431.80	\$	1,302.95	\$	9,920.67	\$	11,223.62	
8/1/2029	\$	633,511.13	\$	1,282.86	\$	9,940.76	\$	11,223.62	
9/1/2029	\$	623,570.37	\$	1,262.73	\$	9,960.89	\$	11,223.62	
10/1/2029	\$	613,609.48	\$	1,242.56	\$	9,981.06	\$	11,223.62	\$ 134,683.44
11/1/2029	\$	603,628.42	\$	1,222.35	\$	10,001.27	\$	11,223.62	
12/1/2029	\$	593,627.15	\$	1,202.09	\$	10,021.53	\$	11,223.62	
1/1/2030	\$	583,605.62	\$	1,181.80	\$	10,041.82	\$	11,223.62	
2/1/2030	\$	573,563.80	\$	1,161.47	\$	10,062.15	\$	11,223.62	
3/1/2030	\$	563,501.65	\$	1,141.09	\$	10,082.53	\$	11,223.62	
4/1/2030	\$	553,419.12	\$	1,120.67	\$	10,102.95	\$	11,223.62	
5/1/2030	\$	543,316.18	\$	1,100.22	\$	10,123.40	\$	11,223.62	
6/1/2030	\$	533,192.77	\$	1,079.72	\$	10,143.90	\$	11,223.62	
7/1/2030	\$	523,048.87	\$	1,059.17	\$	10,164.45	\$	11,223.62	
8/1/2030	\$	512,884.42	\$	1,038.59	\$	10,185.03	\$	11,223.62	
9/1/2030	\$	502,699.39	\$	1,017.97	\$	10,205.65	\$	11,223.62	
10/1/2030	\$	492,493.74	\$	997.30	\$	10,226.32	\$	11,223.62	\$ 134,683.44
11/1/2030	\$	482,267.42	\$	976.59	\$	10,247.03	\$	11,223.62	
12/1/2030	\$	472,020.39	\$	955.84	\$	10,267.78	\$	11,223.62	
1/1/2031	\$	461,752.61	\$	935.05	\$	10,288.57	\$	11,223.62	
2/1/2031	\$	451,464.04	\$	914.21	\$	10,309.41	\$	11,223.62	
3/1/2031	\$	441,154.63	\$	893.34	\$	10,330.28	\$	11,223.62	
4/1/2031	\$	430,824.35	\$	872.42	\$	10,351.20	\$	11,223.62	
5/1/2031	\$	420,473.15	\$	851.46	\$	10,372.16	\$	11,223.62	
6/1/2031	\$	410,100.99	\$	830.45	\$	10,393.17	\$	11,223.62	
7/1/2031	\$	399,707.82	\$	809.41	\$	10,414.21	\$	11,223.62	
8/1/2031	\$	389,293.61	\$	788.32	\$	10,435.30	\$	11,223.62	
9/1/2031	\$	378,858.31	\$	767.19	\$	10,456.43	\$	11,223.62	
10/1/2031	\$	368,401.88	\$	746.01	\$	10,477.61	\$	11,223.62	\$ 134,683.44
11/1/2031	\$	357,924.27	\$	724.80	\$	10,498.82	\$	11,223.62	
12/1/2031	\$	347,425.45	\$	703.54	\$	10,520.08	\$	11,223.62	
1/1/2032	\$	336,905.37	\$	682.23	\$	10,541.39	\$	11,223.62	
2/1/2032	\$	326,363.98	\$	660.89	\$	10,562.73	\$	11,223.62	
3/1/2032	\$	315,801.25	\$	639.50	\$	10,584.12	\$	11,223.62	
4/1/2032	\$	305,217.12	\$	618.06	\$	10,605.56	\$	11,223.62	
5/1/2032	\$	294,611.57	\$	596.59	\$	10,627.03	\$	11,223.62	
6/1/2032	\$	283,984.54	\$	575.07	\$	10,648.55	\$	11,223.62	
7/1/2032	\$	273,335.99	\$	553.51	\$	10,670.11	\$	11,223.62	
8/1/2032	\$	262,665.87	\$	531.90	\$	10,691.72	\$	11,223.62	
9/1/2032	\$	251,974.15	\$	510.25	\$	10,713.37	\$	11,223.62	

10/1/2032	\$	241,260.78	\$	488.55	\$	10,735.07	\$	11,223.62	\$	134,683.44
11/1/2032	\$	230,525.71	\$	466.81	\$	10,756.81	\$	11,223.62		
12/1/2032	\$	219,768.91	\$	445.03	\$	10,778.59	\$	11,223.62		
1/1/2033	\$	208,990.32	\$	423.21	\$	10,800.41	\$	11,223.62		
2/1/2033	\$	198,189.90	\$	401.33	\$	10,822.29	\$	11,223.62		
3/1/2033	\$	187,367.62	\$	379.42	\$	10,844.20	\$	11,223.62		
4/1/2033	\$	176,523.42	\$	357.46	\$	10,866.16	\$	11,223.62		
5/1/2033	\$	165,657.26	\$	335.46	\$	10,888.16	\$	11,223.62		
6/1/2033	\$	154,769.09	\$	313.41	\$	10,910.21	\$	11,223.62		
7/1/2033	\$	143,858.88	\$	291.31	\$	10,932.31	\$	11,223.62		
8/1/2033	\$	132,926.57	\$	269.18	\$	10,954.44	\$	11,223.62		
9/1/2033	\$	121,972.13	\$	246.99	\$	10,976.63	\$	11,223.62		
10/1/2033	\$	110,995.50	\$	224.77	\$	10,998.85	\$	11,223.62	\$	134,683.44
11/1/2033	\$	99,996.65	\$	202.49	\$	11,021.13	\$	11,223.62		
12/1/2033	\$	88,975.52	\$	180.18	\$	11,043.44	\$	11,223.62		
1/1/2034	\$	77,932.08	\$	157.81	\$	11,065.81	\$	11,223.62		
2/1/2034	\$	66,866.27	\$	135.40	\$	11,088.22	\$	11,223.62		
3/1/2034	\$	55,778.06	\$	112.95	\$	11,110.67	\$	11,223.62		
4/1/2034	\$	44,667.39	\$	90.45	\$	11,133.17	\$	11,223.62		
5/1/2034	\$	33,534.22	\$	67.91	\$	11,155.71	\$	11,223.62		
6/1/2034	\$	22,378.50	\$	45.32	\$	11,178.30	\$	11,223.62		
7/1/2034	\$	11,200.20	\$	22.68	\$	11,200.20	\$	11,222.88	\$	101,011.84
Totals			\$	250,883.98	\$	1,500,000.00	\$	1,750,883.98	\$	1,750,883.98

Assumptions: Lease Schedule assumes fully drawn at closing with first payment August 1, 2021 and monthly payments thereafter until maturity July 1, 2034.

EXHIBIT E

EVIDENCE OF FLOOD INSURANCE



EVIDENCE OF FLOOD INSURANCE

DATE (MM/DD/YYYY)
05/28/2021

THIS EVIDENCE OF FLOOD INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

INSURANCE AGENT / PRODUCER Fuller Insurance 4821 US Hwy 98 W Suite 103 Santa Rosa Beach FL 32459 (850) 502-8595 8566327726		CONTACT NAME: Garrett N Fuller PHONE (A/C, No, Ext): (850) 837-8413 FAX (A/C, No): (850) 837-6715 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
NAMED INSURED AND ADDRESS Destin Fire Control District 848 Airport Road Destin FL 32541		INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of 19445 INSURER B: INSURER C: EVIDENCE NUMBER: REVISION NUMBER: PAGE COUNT: THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION (Use REMARKS, if more space is required)

LOCATION / DESCRIPTION 127 CALHOUN AVE
Destin FL 32541
TEMPORARY FIREFIGHTER HOUSING/ Boat Dock

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE / RISK INFORMATION

* 12:01 A.M. LOCAL TIME AT THE INSURED PROPERTY LOCATION

DATE OF CONSTRUCTION 01/01/1950	CURRENT FLOOD ZONE AE	FLOOD RISK / RATED ZONE	GRANDFATHERED? N Y / N	BUILDING OCCUPANCY TYPE X SINGLE FAMILY 2 - 4 FAMILY X FIREFIGHTER HOU	OTHER RESIDENTIAL NON-RESIDENTIAL	CONTENTS COVERAGE TYPE RESIDENTIAL X NON-RESIDENTIAL
REPLACEMENT COST \$		CONDOMINIUM COVERAGE IS FOR (Check One): X UNIT OWNER		# UNITS 3		
PRIMARY POLICY		POLICY NUMBER: VFNU-TR-0019339-00		* EFFECTIVE DATE: 08/31/2020		* EXPIRATION DATE: 08/31/2021
INS LTR A	COVERAGE	DEDUCTIBLE	TOTAL AMOUNT OF INSURANCE	MARKET	POLICY FORM	PRODUCT TYPE
	BUILDING	1,000	497,000	NFIP / WYO	DWELLING FORM	X STANDARD POLICY
	CONTENTS	1,000	5,000	PRIVATE / ALT. MARKET	GENERAL PROPERTY FORM	PREFERRED RISK POLICY
					RESIDENTIAL CONDO BLDG ASSOCIATION POLICY FORM	
EXCESS POLICY 1		INDICATES EXCESS POLICY IS A "FOLLOWING FORM" POLICY TYPE		POLICY NO:		* EFFECTIVE DATE:
INS LTR	COVERAGE	DEDUCTIBLE	TOTAL AMOUNT OF INSURANCE	MARKET	POLICY FORM	PRODUCT TYPE
	BUILDING			NFIP / WYO	DWELLING FORM	STANDARD POLICY
	CONTENTS			PRIVATE / ALT. MARKET	GENERAL PROPERTY FORM	PREFERRED RISK POLICY
					RESIDENTIAL CONDO BLDG ASSOCIATION POLICY FORM	
EXCESS POLICY 2		INDICATES EXCESS POLICY IS A "FOLLOWING FORM" POLICY TYPE		POLICY NO:		* EFFECTIVE DATE:
INS LTR	COVERAGE	DEDUCTIBLE	TOTAL AMOUNT OF INSURANCE	MARKET	POLICY FORM	PRODUCT TYPE
	BUILDING			NFIP / WYO	DWELLING FORM	STANDARD POLICY
	CONTENTS			PRIVATE / ALT. MARKET	GENERAL PROPERTY FORM	PREFERRED RISK POLICY
					RESIDENTIAL CONDO BLDG ASSOCIATION POLICY FORM	
BUSINESS INCOME		EXTRA EXPENSE	ADDITIONAL LIVING EXPENSE IF "YES", LIMIT: \$		ACTUAL LOSS SUSTAINED # OF MONTHS:	

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

LOAN NUMBER:

NAME AND ADDRESS	ADDITIONAL INSURED	MORTGAGEE	NAMED ON POLICY (Check all that apply)	
	LENDER'S LOSS PAYABLE	UNIT-OWNER'S MORTGAGEE (Does not imply interest)		PRIMARY
	LOSS PAYEE			EXCESS POLICY 1
				EXCESS POLICY 2
AUTHORIZED REPRESENTATIVE 				

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From: [Larry Jones](#)
To: [Sheri Bethea](#)
Subject: FW: Boat Slip Lease
Date: Tuesday, October 29, 2024 12:50:56 PM

From: Kevin Sasser <chief@destinfire.com>
Sent: Thursday, October 17, 2024 9:16 AM
To: Kimberly Kopp <kkopp@romanokopplaw.com>
Cc: Larry Jones <ljones@cityofdestin.com>
Subject: Re: Boat Slip Lease

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

My apologies Kim I am out of town and have limited email and phone access at times.

Yes ma'am you're correct. Offered for Code Enforcement use. We loosely tied Code Enforcement to "emergency response" as the dock is a Marine Emergency Response Dock.

I'll be back in the office next Wednesday.

Thank you and I hope you have a great week!

Get [Outlook for iOS](#)

From: Kimberly Kopp <kkopp@romanokopplaw.com>
Sent: Wednesday, October 16, 2024 1:22:02 PM
To: Kevin Sasser <chief@destinfire.com>
Cc: Larry Jones <ljones@cityofdestin.com>
Subject: Boat Slip Lease

Good afternoon Chief Sasser,

I understand that the Fire District is not interested in allowing the City of Destin to use the boat slip for "any municipal purposes", as requested by the Council at the Council's last meeting, and that the District wants it limited to code enforcement purposes.

I just want to confirm that with you before so advising the Council. Please advise.

Thank you!

Kim



ROMANO KOPP LAW, P.A.

Kimberly Romano Kopp, Esq., LEED AP

Board Certified in City, County, & Local Government Law

Romano Kopp Law, P.A.

P.O. Box 5524

Destin, Florida 32541

Phone: (850) 963-6030

Phone: (407) 430-7070 (no text messages)

Email: kkopp@romanokopplaw.com



Community Development

Code Compliance Division

Phone: 850-654-1119
www.cityofdestin.com

MEMORANDUM

DATE: September 30, 2024

TO: City Council

THRU: Larry Jones, Interim City Manager

FROM: Tina Deater, Community Development Director

Troy Williams, Code Compliance Manager

SUBJECT: Fire District Lease and Code Compliance Boat Information

At the meeting on September 16, 2024, the Council requested information regarding the operations of the Code Compliance boat and the cost to install a boat lift.

Cost:

A recent permit submitted by the Fire District for six (6) boat lifts had an estimated cost of construction of \$203,000, which is \$33,833 per lift. However, the Sheriff's Office received a quote of \$17,000 from a different contractor to install their lift. If the Council decides to move forward with the lease and installation of a lift, they could choose to use the Fire District contractor, or to seek quotes from other contractors, and possibly receive a lower price.

Boat Operations:

Below are the questions asked regarding the boat operations and the responses from Staff:

- 1) How many times has the boat been taken out in the last twelve (12) months?

An estimated 30 to 40 times.

- 2) How many code complaints has the boat responded to or initiated in the last twelve (12) months?

Code Compliance responds to the following types of calls both in Joe's Bayou and in the Harbor: environmental issues, commercial activity, illegal charters, construction/renovation of docks and seawalls without a permit (only able to inspect using the boat), improperly anchored vessels, and derelict vessels. Also, Code Compliance also takes out representatives from Analytical Services to perform water testing in the Harbor and Joe's Bayou quarterly.

The City's Energov/COMPASS system does not allow inspections to be recorded as water or boat responses. If a specific business or person is involved, the case is recorded under their name and address, otherwise they are recorded using the City Hall address. Because of this, we are unable to determine the exact number of boat response cases responded to or initiated in the last twelve months. Going



forward, a procedure has been implemented where all boat usage will be recorded in a spreadsheet, including information regarding the date, time, location and nature of the usage (such as code complaint or water testing).

3) Where is the boat used mostly?

The City's Energov/COMPASS system does not allow inspections to be recorded as water or boat responses. If a specific business or person is involved, the case is recorded under their name and address, otherwise they are recorded using the City Hall address. Due to this we are unable to determine the number of calls to specific areas. We do know that historically, the Harbor has generated the most activity; however, Joe's Bayou has generated several recent complaints. The new boat usage recording procedure will track this data going forward.

4) How many Code Compliance Officers are certified/able to pilot the boat?

Nine (9) Code Compliance Officers have a boater's license. However, the current slip at the Harbor is extremely tight and difficult to navigate. Historically, two Officers who are expert boaters handled the majority of the boat operations due to the slip configuration; however, they are no longer with the City. The current Officers are working on gaining experience operating the boat and do respond whenever a specific complaint is received, however it will take time for them to learn, and does affect the ability to regularly patrol with the boat.

Additional Considerations Regarding Slip Location:

1) Security of Code Vessel and its Equipment at the Current Slip:

- a. Expensive equipment on the boat
- b. No security cameras covering the current slip
- c. Can be easily accessed by the public
- d. People often throw trash in the Code Boat

2) Parking For Water Testing:

- a. Parking is limited at the Harbor
- b. Use of multiple parking spots for water testing staff takes away from businesses and visitors

3) The proposed slip location is located between Joe's Bayou and the Harbor, which may result in faster response times.

4) Synergy With Other Public Safety Organizations:

- a. Code often needs to coordinate with other public safety organizations (OSCO, DFD, FWC, Coast Guard) and being on the same dock as them would allow for easier access and shared information.



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

THRU: Krystal Strickland, Finance Director
Andy Peters, Director of Information Technology
Larry Jones , Interim City Manager

FROM: Jamie Haynes

DATE: 10/28/2024

SUBJECT: All Employee Survey

I. BACKGROUND:

II. DISCUSSION: Staff would like to conduct an All Employee Satisfaction Survey which will kick off in January 2025. Our goal for conducting the survey is to provide data that will help staff identify areas of strength and improvement, enhance employee engagement, reduce turnover, align organizational goals with employee needs, and establish a baseline for employee satisfaction. We have three avenues for conducting the survey for council consideration:

1) PolCo:

"Ready to Go" Option

- Cost \$5,500
- Employer responsible for sending information via digital toolkit
- Two week start up time and two week evaluation period
- Does not allow for custom or open ended questions

National Employee Survey

- Cost \$8,500
- 14 Week process from invitation to analysis and reports
- Custom questions/ open-ended questions

2) Evergreen

Evergreen Customizable Survey

- Cost \$8,000
- Evergreen will prepare and disseminate the survey
- Two week start up time and two week evaluation period
- Prepared report with results will be provided
- No Benchmarking or detailed analysis

Evergreen Survey with Analysis

- Cost \$12,000
- Includes all above in Customizable survey
- Provides detailed analysis and recommendation

Evergreen Survey with Benchmarking

- Cost \$15,000
- Includes all above with survey and analysis
- Includes Benchmarking with like-sized organizations

3) Survey Monkey:

- Cost: \$468 for one year subscription
- Conducted in house
- Paid version ensures confidentiality (no IP address tracking)
- Offers advance reporting
- Allows complete customization for questions to include open ended questions

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): All Employee Survey is not a budget item for FY25. If Council votes to approve a paid service, staff will recommend use of Council Contingency.

C. Level of Service (LOS): Financially sound city providing service excellence.

D. Legislative Sponsor:

III. CONCLUSION: Staff recommends moving forward with the paid version of Survey Monkey to conduct the All Employee Satisfaction Survey. This option provides flexibility, confidentiality, and is cost effective.

IV. RECOMMENDED MOTION: I move to direct staff to conduct the 2025 All Employee Satisfaction Survey in house with the paid version of Survey Monkey.

Attachments:

1. NES RTS
2. EGS Letter Proposal

THE NATIONAL EMPLOYEE SURVEY (THE NES) VERSUS THE NATIONAL EMPLOYEE SURVEY: READY TO GO

©2024 - The National Employee Survey was developed by Polco

THE NES	THE NES: READY TO GO
Timeline	
14 weeks Five week start-up time Five week data collection period Four week analysis and reporting	Flexible Two week start-up time Flexible data collection period Two week analysis
Outreach	
Polco-led outreach Emailed invitations (3) to all employees	Jurisdiction-led outreach Digital Promotion Kit provided
Results	
Customized report (Tableau & PDF) National benchmarks	Interactive digital dashboard (Tableau) National benchmarks
Optional Add-Ons	
Spanish translation Additional translations Custom questions Open-ended question(s) Custom subset of benchmarks Presentation of results	Additional translations (Spanish survey translation included) Presentation of results
Cost	
Starting at \$8,500	Starting at \$5,500





Evergreen Solutions, LLC

2528 Barrington Circle • Unit #201 • Tallahassee, Florida 32308
850.383.0111 • fax 850.383.1511

October 8, 2024

Jamie Haynes, MHR, SHRM-CP
Human Resources Director
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

SUBMITTED VIA EMAIL: jhaynes@cityofdestin.com

Dear Ms. Haynes:

We appreciate the opportunity to again work with the City of Destin. I have prepared the following three quotes for conducting an Employee Satisfaction Survey.

- employee satisfaction survey - \$8,000
- employee satisfaction survey with detailed analysis and recommendations - \$12,000
- employee satisfaction survey with benchmarking, detailed analysis, and recommendations \$15,000

Please let me know if you have any questions. I can be reached at (850) 383-0111 or via email at jeff@consultevergreen.com.

Sincerely,

Jeffrey Ling, PhD, President
Evergreen Solutions, LLC

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.G.

TO: City Council

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

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

DATE: 10/30/24

SUBJECT: Boardwalk Under the Bridge/PD&E/Stahlman Intersection - scope of work change

I. BACKGROUND: At the October 21, 2024 City Council meeting it was agreed that Baskerville-Donovan will calculate the cost of the PD&E study, focusing specifically on the intersection of Stahlman Avenue and US Highway 98. They will review the scope of work to assess its current status, adjust the scope to identify potential reductions, and determine the estimated cost savings, which will then be presented to the city.

II. DISCUSSION: Staff had several conversations with Baskerville-Donovan regarding revising the scope of work for the Boardwalk Under the Bridge and PD&E Study.

On October 30th, 2024 the City received an email from Baskerville proposing a fee reduction of \$3,126 for Task 4 under Division II scope of work. The email is attached to this agenda item.

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

III. CONCLUSION: If council wishes to accept the reduction offered by Baskerville staff can work with Baskerville to bring back to the council an updated task order reflecting this change.

IV. RECOMMENDED MOTION: I move that Council instruct the City Manager to work with Baskerville to produce and bring back to council an updated task order reflecting

the proposed fee reduction of \$3,126.

Attachments:

1. Fee Adjustment Proposal for Division II Task 4
2. Boardwalk_PDE_Project scope (1)

From: [Jason Frick](#)
To: [Larry Jones](#)
Cc: [Bobby Wagner](#); [Jeffrey Cozadd](#); [Marion Summers](#); [Michael Langston](#); [Jim Waite](#); [Keith Hill](#); [Joe Bodi](#)
Subject: Fee Adjustment Proposal for Division II Task 4
Date: Wednesday, October 30, 2024 9:29:20 AM

Hi Larry,

Following our recent conversation, we revisited our contract and scope for Division II. We understand the Council's preference to modify the report by excluding the analysis east of Stahlman Avenue. This analysis and its recommendations were included in the draft report presented to the Council under Task III, and that work has already been completed.

With this in mind, we propose a \$3,126 fee reduction under Division II, specifically within Task 4. This adjustment reflects a 5% reduction in overall Division II fees and accounts for a reallocation of manhours and the removal of ROM cost estimates from the final report.

We hope this adjustment aligns with the Council's expectations and helps facilitate efficient progress on the project. Please feel free to reach out if you would like to discuss this further.

Regards,

Jason Frick, PE | Project Engineer

BASKERVILLE-DONOVAN, INC.

449 W Main Street | Pensacola, FL 32502

P: 850.438.9661 | C: 850.384.8421

baskervilledonovan.com | [Facebook](#) | [LinkedIn](#) | [Instagram](#)



Office of the City Manager

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 | www.cityofdestin.com

NOTICE TO PROCEED

Sent Via Email

DATE: May 21, 2024
TO: Michael Langston, P.E.
FROM: Louis Zunguze, City Manager
SUBJECT: Boardwalk Under the Bridge and PD&E Study

This Task Order is for Baskerville Donovan, a City approved continuing services vendor, to provide professional services to the City in the amount of \$278,615, to combine the Pathway Project with the US98/Stahlman Intersection and PD&E study from Marler Bridge to Airport Road.

Baskerville Donovan is hereby notified to commence work set forth in the Scope of Work incorporated by reference and attached hereto as Exhibit "A". All work is to be done in accordance with the attached Scope of Work.

Please acknowledge receipt of this Notice by completing and signing the space below and returning a copy to this office. Please advise if there are any questions.

Sincerely,

Louis Zunguze, City Manager

Date

5/21/2024

Acceptance of Notice/Receipt of the above Notice to Proceed is hereby acknowledged by:

Printed Name: MICHAEL LANGSTON

this 21ST day of MAY, ~~2023~~ 2024

by: Michael Langston
(Signature)

Title: VP/ CIVIL MARKET DIRECTOR



April 10, 2024

Ryan J. Scott, PE, City Engineer
City of Destin
4100 Indian Bayou Trail
Destin, FL 32541

Re: Calhoun Ave Area Pedestrian Route Improvements Project – **Revision 3**
Destin, FL

Dear Mr. Scott:

Baskerville-Donovan, Inc. is pleased to offer this revised proposal for the referenced project that combines components from the Zerbe Street – Calhoun Avenue Harbor Boardwalk/Multimodal Improvements project and the US 98/Stahlman Ave Study.

The resulting project aims to connect pedestrian routes to the recently acquired One Harbor Parcel and design a multi-use path that provides pedestrian access to the north and south sides of US 98 under the Marler Bridge. Additionally, the project will analyze existing transportation routes along US 98 and produce a report outlining preferred short- and long-term recommendations. The transportation analysis will extend from the Stahlman Avenue intersection to Airport Road.

For this revised scope and fee proposal, we have reduced our manhour estimate for previous coordination and meetings included in Division 1, Task 2, eliminated the landscaping design budget from the fee estimate and provided credit for previous work performed under Division II. These items result in a reduction of our fees by **\$32,970**.

The following scope items are divided into Division I and II. Division I details the pedestrian underpass and connecting pedestrian routes along Calhoun and Sibert. Division II outlines the traffic analysis and report of findings covering US 98 from Stahlman Avenue to Airport Road.

Division I Tasks

Task 1 - Update Topographic Survey

An update to the survey will be conducted to establish baseline controls and topography within the One Harbor Parcel, the right of way limits along Calhoun Ave, and the Harborview dock area where the pedestrian path will ultimately connect. The survey will include the extents of concrete and riprap adjacent to the bulkhead and trees located along the proposed route within the parcel. Vertical and horizontal controls will be established at the site for construction operations. The vertical controls will be referenced to NAVD 88 datum and horizontal controls will be referenced to State Plane Coordinates (NAD 83).

Task 2 - Pre-Design and Background

Task 2 includes various critical pre-design studies and information gathering beginning with initial meetings with city staff to develop an overall vision, discussions on concrete removal, and coordination among stakeholders for repair and connection to private property. This phase also includes determining the extents of lighting and security parameters desired by the city. Subsequently, this task will engage with the Florida Department of Transportation (FDOT) with a focus on under-bridge connections, modification of the drainage structure, and to gain information on the Marler Bridge replacement timeline. A geotechnical subsurface investigation and Cultural Resources Assessment Survey will be completed under this task.

Task 3 - Conceptual Design (30% Plans)

Task 3 involves several key elements to advance the project. This phase includes establishing protection measures for existing trees, bridge piles, and accessing the adjacent roads and sidewalks to determine the safest and most usable routes for pedestrians. These routes are anticipated to include Leonard Destin Park south to US 98, and Sibert Street south to Calhoun starting just north of the existing public parking area. The process further entails the establishment of horizontal alignment, the development of ADA compliance overviews and ramping where necessary, and the creation of conceptual designs for subsequent review by staff and council.

Task 4 - Design Development (60% Plans)

Task 4 involves critical steps to advance the project. Initial priorities include incorporating feedback received during the prior review process and establishing vertical alignment, development of a table of contents for specifications, coordination with the electrical and structural engineer, and design of path sections with consideration for grading, drainage, landscaping, site lighting, and security. Pre-application meetings with FDEP/ACOE/FWC/City of Destin will be scheduled and attended to determine any design constraints and anticipated permit conditions. Additionally, the task includes planning for a removable boardwalk involving further coordination with FDOT maintenance staff. The reconstruction plan for the wood-framed boardwalk at Harborview is also developed in this phase. The final components encompass the layout and design of connecting pedestrian routes, landscape considerations, and the development of a preliminary wayfinding plan.

Task 5 - Construction Documents (90% Plans)

Task 5 involves incorporation of review comments from the 60% submittal, preparation of 90% construction plans, and preparation/submittal of permit applications for FDEP/ACOE/FWC/City of Destin, followed by submission and responsive communication with permit stakeholders to secure the necessary approvals. The final design for path sections will be established along with considerations for sidewalks, wayfinding, site lighting, and security. The final stages involve completion of the wayfinding, landscaping, site lighting, and security plans, and a project update to council, if requested.

Task 6 - Construction Documents (100% Plans)

Task 6 will incorporate both review comments from the 90% submittal as well as any comments that arise out of the permitting process, and preparation of final civil, structural, electrical, and specifications. A final QA/QC review will be performed before submittal to city staff.



Task 7 - Bidding Services

Bidding services will include preparation of contractor bidding forms, attendance of the pre-bid conference, response to contractor RFIs and a final review of contractor bids for accuracy.

Task 8 - Construction Services

Task 8 includes attendance of the pre-construction conference, review of contractor submitted shop drawings, responds to contractor RAIs, review of contractor pay requests, inspection services as requested or needed for permit certifications, attendance of periodic contractor coordination meetings, and engineer of record preparation and submittal of permit close out documents.

Division II Tasks

Task 1 – Summarize Previous Concepts

Task 1 involves compiling the data collection efforts from the previous contract into a report of findings. Recommendations and analysis from meetings, reports, and studies will be summarized into a report of findings and submitted to city staff for review and discussion. Additionally, under this task meetings with City Council on Intelligent Transportation Systems (ITS) will be conducted.

Task 2 – Evaluate US 98 Transportation Alternates

Task 2 will evaluate transportation alternatives along US 98 from Stahlman Avenue to Airport Road. The analysis will focus on impacts from the Cross-Town Connector, internal and field review of adjacent routes, evaluation of driveways, left turns, signals, and congestion points. Evaluation of conflicts with one way traffic, assessment of traffic counts on one-way streets, constraints and advantages will be developed and further coordination with FDOT will be conducted.

Task 3 – Present Draft Report

Task 3 will develop the data and analysis from tasks 1 & 2 into a draft report including computations, concepts, and photos. The draft report will include an executive summary and will be divided into short- and long-term plans to be implemented. The report will then be submitted to city staff for review and comment.

Task 4 – Final Report submittal

Task 4 will incorporate the staff comments into the draft report and the final report will be completed and submitted. Additionally, under this task a presentation to the city council will be conducted.

We offer to perform this work based on the following task, fee, and deliverable schedule:

Task	Fee	Anticipated Schedule
Division I		
Task 1 – Update Topographic Survey	\$ 15,110 (LS)	60 days from NTP
Task 2 – Pre-Design and Background	\$ 9,775 (LS)	60 days from NTP
Task 3 – Conceptual Design (30% Plans)	\$ 16,840 (LS)	45 days from Task 2
Task 4 – Design Development (60% Plans)	\$ 55,960 (LS)	60 days from Task 3
Task 5 – Construction Documents (90% Plans)	\$ 35,120 (LS)	60 days from Task 4
Task 6 – Construction Documents (100% Plans)	\$ 15,840 (LS)	45 days from Task 5

Task 7 – Bidding Services Budget	\$ 7,040 (Cost)	As requested
Task 8 – Construction Services Budget	\$ 38,900 (Cost)	As Requested
CRAS Budget	\$ 10,250 (T&M +10%)	60 days from Task 2
Lighting/Security Design Budget	\$ 11,250 (T&M +10%)	Concurrent w/Tasks 1-6

Division II

Task 1 – Summarize Previous Concepts	\$ 13,440 (LS)	60 Days from NTP
Task 2 – Evaluate US 98 Transportation Alternates	\$ 17,860 (LS)	45 Days from Task 1
Task 3 – Present Draft Report	\$ 18,390 (LS)	45 Days from Task 2
Task 4 – Final Report submittal	\$ 12,840 (LS)	30 Days from Task 3

Construction services are offered on an hourly basis with an estimated budget that includes the necessary items to achieve acceptance of work and prepare permit certifications.

The following items are not included in our scope of work:

- Permit Fees and Impact Fees
- Phase 1 and 2 Environmental Assessment (EA)
- Mitigation Plans
- Detailed Traffic Studies
- Coastal Flushing Analysis
- Landscape and Irrigation Design

Other items may not be included if not specifically stated above.

Thank you for considering Baskerville-Donovan. We look forward to your review of our proposal.

Sincerely,

BASKERVILLE-DONOVAN, INC.



Michael D Langston, PE
Civil Market Director / VP

**LOCAL PLANNING AGENCY
MEETING MINUTES
OCTOBER 3, 2024 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, October 3, 2024, at 5:30 p.m., in the Destin City Annex Chambers; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Jay Purut
Marcie Bell
Gary Jarvis
Corey Ledbetter

Members Absent

Todd Buhr

Staff Members Present

Kimberly Montgomery Deputy City Clerk
Steven O'Connor Principal Planner
Tina Deater Comm. Development Director
Michael Burgess Public Works Director
Kyle Bauman, City Attorney

3. APPROVAL OF MINUTES:

- July 18, 2024
- August 8, 2024

Chairman Wood made the motion to approve both the July 18, 2024 and the August 8, 2024 minutes with Agency member Bell providing the second. The motion passed unanimous vote of 5-0.

4. NEW BUSINESS:

A. Public Hearing for Ordinance 24-09-LC Billboard discussion

Mr. O'Connor explained the background of creating this ordinance to the Agency members and how the foregoing, the City Council may approve an agreement permitting off-premises signs where the applicant agrees to remove at least forty-five percent (45%) of the signs in exchange for replacement of such signs with digital signs meeting all of the following criteria:

1. Cannot exceed 400 sq. ft. in sign face.
2. No billboard shall exceed the height limitation of the zoning district it is located or fifty feet (50') in height, as measured from the ground grade to any element at the top of the sign, whichever is lower.
3. No billboard foundation or leading edge shall be within half the distance of the height of the sign to the property line or right-of-way.
4. In no case shall any sign project more than 0.2 foot candles onto any residentially zoned or

residentially used property, to include multi-family developments or mixed use developments with multi-family uses.

5. No sign or advertisement shall contain any moving, scrolling, flashing, or any perceivable motion element.

6. Each advertisement shall not change less than:

1. Every 10 seconds from Marler Bridge to Airport Road along Harbor Blvd. (35mph).

2. Every 12 seconds from Airport to the Okaloosa/Walton County line along Emerald Coast Highway (45 mph).

7. All utilities to the billboard shall be undergrounded.

8. The billboard main support pole shall be covered in a manner to have a Northwest Coastal Florida Vernacular design.

a. All secondary support or display support structure shall be screened in a matching design.

9. All signs shall be maintained in a clean, working and operating manner at all times.

1. If at any point any billboard is determined to violate this paragraph as determined by the City Manager, notice shall be sent to the billboard operator. The operator shall rectify the issue within thirty (30) calendar day from the date of the notice. If the issue is not rectified in thirty (30) calendar days, the operate shall be found in direct violation of any agreement and the City Manager may require either:

1. Work to be completed to rectify the issue at the operators' or owners' expense, or

2. The removal of the sign at the operators' or owners' expense

Chairman Wood opened the public portion for comments.

Mr. Trey Goodwin of 455 Clifford Drive, Shalimar, FL stated that he is representing Tier One Media, who owns the billboard at Fudpucker's, and they recommend keeping the billboard codes as they currently are written and recommends City Council to not adopt this ordinance. He further explained how the current codes were put in place earlier in the millennium with the intention to eventually phasing billboards out in the city and this current ordinance could potentially open the door for additional intensity within the city, that is not currently in place.

Motion by Agency member Purut to recommend City Council deny the adoption of Ordinance 24-09-LC with Agency member Jarvis providing the second. The motion passed with a unanimous vote of 5-0.

B. Floodplain Management LDC Amendment-Ordinance 24-12-LC

The Public Works Director Michael Burgess explained how he has been working with Rebecca Quinn, who is the Flood Plain Consultant with FDEP, regarding the city's requirements to stay compliance with the National Flood Insurance Program and the Community Rating System,

by adding updated language to in the codes in order to meet the minimum requirements to stay in compliance with the programs and is the reasoning for this ordinance.

Motion by Chairman Wood to recommend City Council adopt ordinance 24-12-LC amending the Flood Plain Ordinance found in the Land Development Code, with Committee member Jarvis providing the second. Chairman Wood opened the hearing to the public for comment, with no one coming forward to speak, he closed the public portion of the hearing and called for a vote on the motion. **The motion passed with a unanimous vote of 5-0.**

C. Floodplain Management Code of Ordinance Amendment-Ordinance 24-18-CC

Mr. Burgess explained to the members that there was a lot of confounding language removed from the Code of Ordinances and this ordinance will make is easier to read and understand by the general public.

Chairman Wood made the motion to recommend City Council adopt Ordinance 24-18-CC by amending the Code of Ordinances, Chapter 6 - Buildings and Building Regulations, with Agency member Purut providing the second. In discussion. Agency member Bell questioned if this had anything to do with a flood zone designation for Holiday Isle and according to Mr. Burgess, it does not.

D. Ordinance 24-14-LC- Unsafe Building Abatement LDC Amendment

The Building Official, Noell Bell explained the reasoning for this ordinance is to remove old and outdated and conflicting language from the LDC regarding building abatement, Article 20.06, Unsafe Building Abatement Code.

Agency member Bell made the motion to recommend the adoption of Ordinance 24-14-LC, Unsafe Building Abatement, deleting Land Development Code Article 20.06.00 with the understanding a new Property Maintenance Code will replace it within the Code of Ordinance, once adopted. Agency member Ledbetter provided the second. Chairman Wood opened the hearing to the public for comment, with no one coming forward, he closed the public comments and called for the vote, **the motion passed 5-0.**

E. Ordinance 24-17-CC Property Maintenance Code

According to the Building Official Noell Bell, the current regulations do not fully capture all elements of public health, safety, welfare and the preservation of neighborhoods, as they apply only to structures, and do not address a property's general site conditions. Due to the limits of these regulations, the City's Code Compliance efforts are limited. Therefore, Staff is seeking to expand the regulations to include the property as a whole, including all exterior elements (yard),

as part of the current rewrite of the Land Development Code (LDC). Staff has also determined that the type of structural maintenance regulations currently located in LDC Article 20.06.00 Unsafe Building Abatement would be more appropriately located in the Code of Ordinances because, they are not regulations, but rather the enforcement of regulations for post development. Thus, staff has created Article V. - Property Maintenance Code under Chapter 6 - Building and Building Regulations in the Code of Ordinances and proposes expanding the scope of the regulations to also address general site conditions by adopting a Property Maintenance Code, modeled from the International Code Council (ICC) 2024 Property Maintenance Code.

Agency member Jarvis spoke of how he hoped there would be more language in this ordinance for staff to be able to enforce some of the issues that have been ongoing for years regarding accumulation of trash and debris in the city, which is a public health, safety, and welfare issue.

According to the Principal Planner Steve O'Connor, nuisance is all encompassing and if they put the nuisance abatement in the property code, it would only apply to what that property code applies to, therefore, keeping them separate enables for them to not get lost or buried in the code, such has been the case.

Agency member Bell questioned issues such as left over construction materials that have been basically abandoned and asked if that was included in this ordinance. According to Mrs. Noell Bell, it is.

Motion by Agency member Jarvis the Local Planning Agency recommend City Council approve and adopt the creation of Ordinance 24-17-CC, creating Chapter 6, Article V. – Property Maintenance Code in the Code of Ordinances. Agency member Bell provided the second.

Chairman Wood opened the public portion of the hearing, with no public coming forward to speak, he closed the public and called for the vote, **the motion passed 5-0.**

Motion by Agency member Jarvis for Council to direct staff to look into establishing a separate nuisance abatement ordinance for noncompliant properties. Agency member Bell provided the second.

Agency member Purut questioned if someone did nothing after a Special Magistrate ruling, and if other than the liens placed on the property, could the owner possibly be arrested and sent to jail for contempt of court.

The City Attorney explained that a nuisance process is not a judicial process however, in certain circumstances, an injunctive relief could be sought, if a property gets in a certain state of

disrepair, which could require the property owner to take some certain action and if they are still noncompliant, they could be in contempt of court, if done so through a judge. However, homesteaded property is not typically something that a municipality can enforce foreclosure.

Agency member Jarvis spoke of how some municipalities have language written in their Codes where they can, after a certain timeframe is placed on a property to be cleaned up, and after such a time it has not, the municipality can go in with bulldozers can clean them up. He further stated that he wants to make sure the necessary verbiage is written in this ordinance so that whatever needs to be done, can be legally done for the properties that continue to be out of compliance. **With no further comment, Chairman Wood called for the vote and the motion passed 5-0.**

5. PUBLIC COMMENTS:

None

6. DIRECTOR'S REPORT:

A. Planning Staff

Mr. O'Connor informed the members of the LPA that the planning staff is now back up to 100% and introduced the new planners.

7. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 6:20 p.m.

Adopted and approved this _____ day of _____ 2024.

James Wood, Jr. Chairman

Kimberly Montgomery City Clerk

**MINUTES OF THE
PARKS & RECREATION COMMITTEE
MEETING DESTIN CITY HALL BOARDROOM
SEPTEMBER 24, 2024 MEETING - 4:00 PM**

1. CALL TO ORDER:

Chair Trammell called the Parks & Recreation meeting to order as a workshop at 4:00 p.m. on Tuesday, September 24, 2024, in the Destin City Hall Annex Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

Sandy Trammell

Nikki Johnson

Brian Otto (in @ 4:22)

Autumn Weidenhamer

Members Absent

L'Rena Anderson

Leslie Schmidt

Isacc Birch

Staff Present

Kim Montgomery Deputy City Clerk

Lisa Firth Recreation Director

Bryan Keller Parks & Rec.

4. APPROVAL OF MINUTES:

➤ *August 27, 2024*

Motion to approve the August 27, 2024, minutes as corrected was made by Vice Chair Johnson, with Chairwoman Trammell providing the second. The motion passed 4-0.

5. NEW BUSINESS:

- **Christmas Parade Float Design**

The members discussed the details of the float theme, creative ideas for a banner and placement in the parade and other needs to make it a successful event.

6. OLD BUSINESS:

A. Destin Dog Park Maintenance Schedule

This item was briefly discussed regarding members Johnson and Schmidt switching months for their maintenance duties.

B. Destin Pup Palooza

The members discussed ideas for the event and a fee for vendors who want to participate in the event, noting that any of the entities that are not for profits 501C would not be charged a vendor fee.

Motion by Chairwoman Trammell, seconded by Committee member Weidenhamer to recommend charging vendors a \$50.00 fee plus a donation for either the raffle or the auction or a donation. The motion passed 4-0.

DRAFT

They also discussed the blessing of the Dogs and who they should ask to do it. Mrs. Firth stated she would reach out to Pastor Steve Farris.

7. STAFF & MEMBER COMMENTS:

Chairwoman Sandy Trammell – Spoke of working on the Annual Report to present to Council in November.

Committee member Otto – Asked about the Work plan/Annual report and Chairwoman Trammell provided the information.

Mrs. Firth provided the following updates:

- Ordering the new equipment for the Children's Park at Morgan's and there will be an area for the parents to sit with shade
- Meeting tomorrow (9/25) with the contractor for the Buck Destin Park restrooms
- Norriego Point project is starting soon and the access way will be closed to the public for a while, for safety purposes
- DWU granted an additional 15 years for Morgan's Sports Center in order to be able to qualify for the necessary grant
- The replacing of the field lights at the Morgan Sports Center have been delayed, Council decided that they want to take it out for bid instead of using the State contractor.

- **Public Comment: None**

ADJOURNMENT:

Having no further discussions, the meeting adjourned at 5:45 PM.

Adopted and approved this ____ day of _____ 2024.

Sandy Trammell, Chairwoman

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 2024

TYPE OF AGENDA ITEM: Announcement

AGENDA OUTLINE NUMBER: 4.I.

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: November 4, 2024

TYPE OF AGENDA ITEM: Public Hearing

AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , Interim City Manager
Kyle Bauman, Special Projects Attorney

FROM: Krystal Strickland, Finance Director

DATE: October 24, 2024

SUBJECT: Second reading of Ordinance 24-19-CN - Authorizing the issuance of the city's Non-Ad valorem revenue note, Series 2024 in the principal amount of not to exceed \$25,000,000 for the purpose of financing various capital improvement projects in the city including without limitation the acquisition of certain land for the purpose of providing public park facilities located at One Harbor Blvd, construction of the cross-town connector roadway, and undergrounding overhead utilities.

I. BACKGROUND:

On June 3, 2024, Council directed City staff to:

1. Approve issuance of \$25 million to underground overhead utilities from the Marler Bridge to Airport Road, to complete construction of the Cross Town Connector, and for purchase of 1 Harbor Boulevard; and
2. Undertake a competitive solicitation for either a bank loan or an underwriter for a public offering.

On October 7, 2024, after reviewing the competitive solicitation, Council elected to proceed forward with a bank loan from Trustmark National Bank (the 2024 Note).

First Reading of the ordinance passed on October 21, 2024.

II. DISCUSSION: At the October 21, 2024 Council meeting, Council requested a legal opinion from Bond Counsel regarding investment of 2024 Loan Construction funds in FL PRIME to be drawn down as need to make construction payments.

On October 22, 2024, Duane Draper of BMO Law responded:

Pursuant to the Ordinance, as drafted, moneys in the Debt Service Fund and/or the Project Fund may be invested and reinvested in the Permitted Investments which mature not later than the dates on which the moneys on deposit therein will be needed for the purpose of such fund. Investment income accrued in the Debt Service Fund shall be used to pay debt service on the Note and investment income accrued in the Project Fund shall be used to pay costs of the Project or debt service on the Note.

"Permitted Investments" is defined in such Ordinance to mean any legal investments under the laws of the State and the written investment policy of the Issuer.

In addition, municipalities may invest in FL PRIME under Florida Statute 215.415, and the City of Destin also specifically lists FL PRIME as an authorized investment in our current investment resolution 22-05. An account is in process of being created for this purpose.

Timeline:

- October 8: Send advertisement to newspaper to advertise Debt Ordinance 24-19-CN public hearing #1 for publication by October 11th for October 21st City Council meeting.
- October 9: Harbor CRA Advisory Committee review of Interlocal Agreement between CRA and City through Resolution CRA-24-01.
- October 16: Town Center CRA Advisory Committee review of Amended and Restated Interlocal Agreement (the "Agency Interlocal Agreement") between the CRA and the City through Resolution CRA-24-01.
- October 21: CRA Board meeting to review and approve the Agency Interlocal Agreement between CRA and City through Resolution CRA-24-01
- October 21: Public hearing #1 at regular City Council meeting of the Debt Ordinance 24-19-CN.
- October 22: Send advertisement to newspaper to advertise Debt Ordinance 24-19-CN public hearing #2 for publication by October 25th for November 4th City Council meeting.
- November 4: Public hearing #2 at regular City Council meeting of Debt Ordinance 24-19-CN; Adoption of Supplemental Debt Resolution Establishing Terms of the Loan with Trustmark and the Agency Interlocal Agreement.
- November 7: Loan Closing.

Loan Proceeds:

The City intends to utilize the \$25 million dollar in loan proceeds for the following purposes:

- \$11.5 million – Undergrounding Overhead Utilities Project Phase I
- \$9.0 million – Reimbursement for Acquisition of 1 Harbor Boulevard

- \$4.5 million – Construction of Cross Town Connector Roadway.

CRA Impact:

Projects' Locations: The Undergrounding Utilities Project Phase I is partially in both the Harbor CRA District and the Town Center CRA District. 1 Harbor Boulevard is located within the Harbor CRA District.

The CRA's Master Plans: These projects are described in each CRA District's master plans and the proposed expenditures are lawful.

Undergrounding Utilities: The Harbor CRA-AC has previously recommended a commitment of up to \$6 million in TIF for the purposes and Undergrounding Utilities while the Town Center CRA-AC has previously recommended a commitment of up to \$4.5 million in TIF for the purposes of Undergrounding Utilities.

1 Harbor Boulevard: The Harbor CRA has also recommended the use of Harbor CRA TIF funding for the purposes of acquiring 1 Harbor Boulevard. 1 Harbor Boulevard was previously acquired using General Fund money. Also, the City adopted Reimbursement Resolution 23-13 expressing the City's intent for the Harbor CRA to reimburse the City with the use of Harbor CRA TIF funding.

Debt Service:

The debt is proposed to be serviced through the following sources with any **shortfalls supplemented by the General Fund:**

Undergrounding:

Town Center CRA TIF: Up to \$4 million

Harbor CRA TIF: Up to \$4 million

Electric Franchise Fee

1 Harbor Boulevard:

Harbor CRA TIF

Cross Town Connector:

Gas Tax #2 (this tax is restricted by the Comprehensive Plan to transportation related projects).

Trustmark Loan's Terms: The Trustmark Loan's Terms are summarized as follows:

- Commitment Term: 5 Years
- Amortization: 15 Years
- Principal: \$25 million

- Prepayment Penalty: \$0
- Estimated Closing Costs: \$160,000
- Interest Rate: 3.48% (firm)
- Projected General Fund Impact: \$981,169 through Year 5.
- Mandatory Refinancing: At Year 5
- Projected Outstanding at Refinancing: \$18,210,000

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS): Undergrounding overhead utilities will improve reliability, reduce frequency and duration of power outages, and will reduce number of tall structures that could obstruct US Highway 98.

Completing this section of the Cross town connector is expected to improve east-west flows of traffic.

D. Legislative Sponsor:

III. CONCLUSION: Adoption of this Ordinance allows the City to proceed with closing the Trustmark Loan, the proceeds of which will be utilized to further the Undergroundng Utilties project, the Cross Town Connector project, and to reimburse the General Fund for the purchase of 1 Harbor Boulevard.

IV. RECOMMENDED MOTION: I move to recommend approval of Ordinance 24-19-CN on second reading.

Attachments:

1. Ordinance 24-19-CN final

ORDINANCE NO. 24-19-CN

Enacted November 4, 2024

CITY OF DESTIN, FLORIDA
(the "Issuer")

RELATING TO:

NOT TO EXCEED \$25,000,000
CITY OF DESTIN, FLORIDA
NON-AD VALOREM REVENUE NOTE, SERIES 2024

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ORDINANCE NO. 24-19-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AUTHORIZING THE ISSUANCE OF THE CITY'S NON-AD VALOREM REVENUE NOTE, SERIES 2024 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$25,000,000 FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL IMPROVEMENT PROJECTS IN THE CITY INCLUDING WITHOUT LIMITATION THE ACQUISITION OF CERTAIN LAND FOR THE PURPOSE OF PROVIDING PUBLIC PARK FACILITIES LOCATED AT 1 HARBOR BOULEVARD, CONSTRUCTION OF THE CROSS-TOWN CONNECTOR ROADWAY, AND UNDERGROUNDING OVERHEAD UTILITIES; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Authority for this Ordinance. This Ordinance is enacted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 163, Part III, Florida Statutes, Chapter 166, Parts I and II, Florida Statutes, the municipal charter of the City of Destin, Florida, and other applicable provisions of law (collectively, the "Act").

SECTION 2. Definitions. Unless the context otherwise requires, the terms used in this Ordinance shall have the meanings specified in this Section 2. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Act" has the meaning ascribed thereto in Section 1 hereof.

"Ad Valorem Revenues" means all revenues of the Issuer derived from the levy and collection of ad valorem taxes.

"Business Day" means any day except any Saturday or Sunday or any other day on which the Principal Office of the Original Purchaser is lawfully closed.

"City Attorney" means the City Attorney of the Issuer including any co-counsel engaged by the Issuer to provide general counsel services with respect to the Note.

"City Clerk" means the City Clerk of the Issuer or any assistant or deputy City Clerk.

"City Manager" means the City Manager of the Issuer or any acting, assistant or deputy City Manager.

"Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Crosstown Connector Project" means the design, acquisition, construction and/or reconstruction of a crosstown roadway based on plans and specifications on file with the Issuer.

"Debt Service Fund" means the Debt Service Fund established with respect to the Note pursuant to Section 8 hereof.

"Finance Director" means the Finance Director of the Issuer or any acting, assistant or deputy Finance Director.

"Fiscal Year" means the period commencing on October 1 of each year and ending on the next succeeding September 30, or such other annual period as may be prescribed by law from time to time for the Issuer.

"1 Harbor Project" means the acquisition of certain real property located at 1 Harbor Boulevard, Destin, Florida for the purpose of providing public parks or other public facilities.

"Issuer" means the City of Destin, Florida.

"Maturity Date" means a date determined by Supplemental Resolution as the final maturity date of the Note.

"Mayor" means the Mayor or Mayor Pro Tem of the Issuer.

"Non-Ad Valorem Revenues" means all legally available revenues of the Issuer other than Ad Valorem Revenues.

"Note" means the Issuer's Non-Ad Valorem Revenue Note, Series 2024 authorized by Section 4 hereof, which can be issued as "Notes" in one or more series in accordance with Section 5(E) hereof.

"Note Counsel" means Bryant Miller Olive P.A., or other nationally recognized bond counsel firm.

"Original Purchaser" means the original purchaser of the Note, as provided by Supplemental Resolution.

"Owner" or "Owners" means the Person or Persons in whose name or names the Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of the Ordinance. The Original Purchaser shall be the initial Owner.

"Permitted Investments" means any legal investments under the laws of the State and the written investment policy of the Issuer.

"Permitted Lender" means any affiliate of the Original Purchaser or any bank, trust company, savings institution, insurance company or qualified institutional buyer under Rule 144A promulgated under the Securities Act of 1933.

"Person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

"Pledged Revenues" means the Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided herein, and amounts on deposit from time to time in the Debt Service Fund and the Project Fund as provided herein.

"Principal Office" means, with respect to the Original Purchaser, such office as the Owner may designate to the Issuer in writing.

"Project" means various capital improvement projects of the Issuer, including without limitation, the 1 Harbor Project, the Undergrounding Project and the Crosstown Connector Project.

"Project Fund" means the Project Fund established with respect to the Note pursuant to Section 9 hereof.

"State" means the State of Florida.

"Supplemental Resolution" means any resolution supplemental hereto adopted in connection with the Note.

"Undergrounding Project" means the undergrounding of overhead utility facilities along Highway US 98 from the Marler Bridge to Airport Road.

SECTION 3. Findings. It is hereby ascertained, determined and declared as follows:

(A) The Issuer deems it necessary, desirable and in the best interests of the Issuer and its citizens and to serve a paramount public purpose that the costs of the Project be financed and/or reimbursed through issuance of the Note.

(B) Debt service on the Note will be secured by the Issuer's covenant to budget and appropriate Non-Ad Valorem Revenues and by a pledge of the Pledged Revenues as provided herein.

(C) Debt service on the Note and all other payments hereunder shall be payable solely from moneys deposited in the manner and to the extent provided herein. The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Note or to make any other payments to be made hereunder or to maintain or continue any of the

activities of the Issuer which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues. The Note shall not constitute a lien on any property owned by or situated within the limits of the Issuer.

(D) It is estimated that Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on the Note and all other payment obligations hereunder.

(E) Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Note, it is in the best interest of the Issuer to sell the Note at a private negotiated sale, based upon a competitive selection process, and the Issuer intends to solicit bids for the purchase of the Note, the winning bidder to be approved, and the terms of the Note to be determined, by a Supplemental Resolution.

(F) The Issuer has determined to issue the Note as a bank loan.

(G) The Note shall be issued upon approval by Supplemental Resolution of the Issuer and compliance with the terms hereof.

(H) The Issuer wishes to hereby authorize issuance of the Note, establish terms and conditions applicable to such issuance and provide that the Note shall be secured and payable in the manner and to the extent described herein.

SECTION 4. Authorization of Note and the Project. Subject and pursuant to the provisions of this Ordinance, an obligation of the Issuer to be known as "City of Destin, Florida Non-Ad Valorem Revenue Note, Series 2024" is hereby authorized to be issued under and secured by this Ordinance, in the principal amount of not to exceed \$25,000,000 for the purpose of providing funds, together with other legally available funds of the Issuer, to finance the costs of the Project and to pay the costs of issuance of the Note.

The Issuer hereby authorizes the Project.

Prior to the issuance of the Note, the Issuer shall receive from the Original Purchaser a Lender's Certificate, the form of which shall be approved by Supplemental Resolution, and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, the form of which shall be approved by Supplemental Resolution.

SECTION 5. Description of Note. The Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, subject to the terms of a Supplemental Resolution and the following terms:

(A) Interest Rate. The initial fixed interest rate on the Note will be as provided by Supplemental Resolution (subject to adjustment as provided in the Note, the "Interest Rate");

provided, however the Interest Rate shall in no event exceed the maximum interest rate permitted by the Act.

(B) Principal and Interest Payment Dates. Interest on the Note shall be paid on the dates provided by Supplemental Resolution. All unpaid principal on the Note shall be paid on the Maturity Date unless earlier prepaid.

(C) Prepayment of the Note. The Note may be subject to prepayment as provided by Supplemental Resolution.

(D) Form of the Note. The Note is to be in substantially the form approved by Supplemental Resolution.

(E) Series Designation; Original Denominations. Notwithstanding anything herein to the contrary, the Issuer may determine by Supplemental Resolution to issue the indebtedness authorized hereunder in one or more series of Notes, with such further appropriate particular designations added to or incorporated in such title for the Notes of any particular series as may be necessary to distinguish such Notes from the Note of any other series; provided, however, that the aggregate principal amount of such Notes shall not exceed \$25,000,000. In the case that debt service on the Notes is paid from the hereinafter created Debt Service Fund, such payments shall be made on a parity and equal basis. The Notes issued for each series shall originally be issued in a single denomination equal to the original principal amount thereof.

SECTION 6. Registration and Exchange of Note; Persons Treated as Owner. Except as otherwise provided by Supplemental Resolution, the Note is initially registered to the Original Purchaser. So long as the Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the Note. The Note shall be transferable only upon such registration books and only in whole to a Permitted Lender in a single denomination equal to the principal amount of the Note.

The Person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on the Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

SECTION 7. Payment of Principal and Interest; Limited Obligation. The Issuer promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No holder of any Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property

thereon or the use or application of ad valorem tax revenues to pay such Note, or be entitled to payment of such Note from any funds of the Issuer except from the Pledged Revenues as described herein.

SECTION 8. Covenant to Budget and Appropriate; Further Assurance. (A) Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund (hereinafter created) amounts sufficient to pay principal of and interest on the Note and all other payments due hereunder not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of such appropriations in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Ordinance to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem taxing power or ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no Owner of the Note nor any other Person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder. The obligation of the Issuer to budget, appropriate, deposit and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer. Notwithstanding any provisions of this Ordinance or the Note to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Until such monies are budgeted, appropriated and deposited as provided

herein, neither this Ordinance nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein and is subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer and is further subject to the provisions of Section 166.241, Florida Statutes insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer.

There is hereby created and established the "City of Destin, Florida Non-Ad Valorem Revenue Note, Series 2024 Debt Service Fund" (the "Debt Service Fund"), which fund shall be a trust fund held by the City Clerk, which shall be held solely for the benefit of the Owner as provided herein. The money in the Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Ordinance shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.

The Issuer may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner of the Note, the Debt Service Fund established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Owner of the Note. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

Until applied in accordance with this Ordinance, the Non-Ad Valorem Revenues of the Issuer on deposit in the Debt Service Fund and other amounts on deposit from time to time in the funds and accounts established herein, plus any earnings thereon, shall be pledged to the repayment of the Note.

SECTION 9. Application of Note Proceeds. Together with other legally available funds of the Issuer, proceeds from the sale of the Note shall be used to finance and/or reimburse the costs of the Project and pay the costs of issuance of the Note.

The Issuer covenants and agrees to establish a special fund to be designated "City of Destin, Florida Non-Ad Valorem Revenue Note, Series 2024 Project Fund" (the "Project Fund"). The designation and establishment of the Project Fund by this Ordinance shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to

constitute an earmarking of certain assets of the Issuer for certain purposes and to establish certain priorities for application of such assets as herein provided. Amounts on deposit from time to time in the Project Fund, plus any earnings thereon, are pledged to the repayment of the Note.

The funds and accounts created and established by this Ordinance shall constitute trust funds for the purpose provided herein for such funds. Moneys on deposit to the credit of all funds and accounts created hereunder may be invested pursuant to applicable law and the Issuer's written investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, except as expressly provided in this Ordinance, and any loss resulting from such investment shall likewise be charged to said fund or account.

Moneys in the Debt Service Fund and/or the Project Fund may be invested and reinvested in the Permitted Investments which mature not later than the dates on which the moneys on deposit therein will be needed for the purpose of such fund. Investment income accrued in the Debt Service Fund shall be used to pay debt service on the Note and investment income accrued in the Project Fund shall be used to pay costs of the Project or debt service on the Note.

SECTION 10. Tax Covenant. The Issuer covenants to the Owner of the Note provided for in this Ordinance that the Issuer will not make any use of the proceeds of the Note at any time during the term of the Note which would cause the Note to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the Owner thereof for purposes of federal income taxation.

SECTION 11. Amendment. No modification or amendment of this Ordinance or of any resolution supplemental hereto may be made without the consent in writing of the Owner.

SECTION 12. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Note is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Ordinance or any covenants, conditions and provisions herein contained; this Ordinance and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

SECTION 13. Note Mutilated, Destroyed, Stolen or Lost. In case the Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such

mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Note so surrendered shall be canceled.

SECTION 14. Impairment of Contract. The Issuer covenants with the Owner of the Note that it will not, without the written consent of the Owner of the Note, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Note hereunder.

SECTION 15. Budget and Financial Information. At no cost to the Owner, the Issuer shall provide the Owner of the Note with its comprehensive annual financial statement for each Fiscal Year of the Issuer when available and in no event later than 270 days after the close of such Fiscal Year, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant. In addition, the Issuer shall provide to the Owner (at no cost to the Owner) of the Note such other financial and budget information as may be reasonably requested by the Owner from time to time. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

SECTION 16. Events of Default; Remedies of Owner. The following shall constitute "Events of Default": (i) if the Issuer fails to pay any payment of principal of or interest on the Note as the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Ordinance or the Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days following written notice thereof; or (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for ninety (90) days undismissed or undischarged.

Upon the occurrence and during the continuation of any Event of Default, the Owner of the Note may, in addition to any other remedies set forth in this Ordinance or the Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Ordinance, and may enforce and compel the performance of all duties required by this Ordinance, or by any applicable statutes to be performed by the Issuer.

In case of an Event of Default pursuant to (i) above, upon written declaration of the Owner of the Note, the entire debt then remaining unpaid under the Note shall be immediately due and payable.

SECTION 17. Severability. If any one or more of the covenants, agreements or provisions of this Ordinance should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions and in no way affect the validity of all the other provisions of this Ordinance of the Note issued hereunder.

SECTION 18. Business Days. In any case where the due date of interest on or principal of a Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

SECTION 19. Applicable Provisions of Law; Waiver of Jury Trial. This Ordinance shall be governed by and construed in accordance with the laws of the State of Florida. The Issuer and the Original Purchaser, as evidenced by acceptance of the Note, shall each consent to Florida jurisdiction and each agree to waiver trial by jury in any action arising under this Ordinance or Note.

SECTION 20. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Ordinance and not solely to the particular portion in which any such word is used.

SECTION 21. Captions. The captions and headings in this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Ordinance.

SECTION 22. No Personal Liability. Neither the members of the City Council of the Issuer, any employees of the Issuer, nor any Person executing the Bonds shall be personally liable therefor or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 23. Authorizations. The Mayor and any member of the City Council of the Issuer, the City Manager, the City Attorney, the City Clerk and such other officials and employees of the Issuer as may be designated by the Issuer are each designated as agents of the Issuer in connection with the issuance and delivery of the Note and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Ordinance.

SECTION 24. Repeal of Inconsistent Instruments. All ordinances or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 25. No Third Party Beneficiaries. Except such other persons as may be expressly described in this Ordinance or in the Note, nothing in this Ordinance or in the Note, expressed or implied, is intended or shall be construed to confer upon any person, other than the Issuer and the Owner, any right, remedy or claim, legal or equitable, under and by reason of this Ordinance, or any provision thereof, or of the Note, all provisions thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Persons who shall from time to time be the Owner.

SECTION 26. Ordinance to Constitute a Contract. In consideration of the acceptance of the Note authorized to be issued hereunder by the Owner, this Ordinance together with any Supplemental Resolution adopted hereunder shall be deemed to be and shall constitute a contract between the Issuer and the Owner. The covenants and agreements herein set forth to be performed by the Issuer shall be for the benefit, protection and security of the Owner.

SECTION 27. Severability. If any provision of this Ordinance is held or deemed to be or in fact, is illegal, inoperative or unenforceable in any context, it will not affect any other provision of this Ordinance or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent.

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SECTION 28. Effective Date. This ordinance shall take effect immediately upon its passage and enactment.

(SEAL)

Bobby Wagner, Mayor

ATTEST:

Larry Jones, Interim City Manager

Rey Bailey, City Clerk

First Reading October 21, 2024

Second Reading November 4, 2024

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 2024**TYPE OF AGENDA ITEM:****AGENDA OUTLINE NUMBER:** 5.B.

TO: City Council

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

FROM: Michael Burgess, Public Works Director
Tina Deater, Community Development Director

DATE: October 15, 2024

SUBJECT: Second reading of Ordinance 24-18-CC - Amending Chapter 6 "Buildings and Building Regulations" of the Code of Ordinances; amending sections relating to flood hazard areas and floodplain management.

I. BACKGROUND: The City of Destin participates in both the National Flood Insurance Program (NFIP) and the Community Rating System (CRS), which are administered by FEMA. From time to time, our Ordinance must be updated to reflect those edits required to either maintain our status in the NFIP or our Class Rating in the CRS.

II. DISCUSSION: The required revisions to Chapter 6 of the Code of Ordinances, specific to local amendments to the Florida Building Code (attached), include the addition of cross-references to LDC Chapter 11 and the removal of superfluous language for clarity and ease-of-use. The revisions are minimum Class 8 standards. If not adopted by City Council, the City's CRS status will retrograde to a Class 9 from our current Class 6. If we are retrograded to a Class 9, residents with policies that currently have a 20% discount now will have the discount lowered to 5%.

These proposed changes were reviewed by the Local Planning Agency (LPA) at their meeting on October 3, 2024. The LPA recommended approval.

Attachments:

ATT1 - Proposed Ordinance Revisions

ATT2 - Business Impact Statement for 24-18-LC

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

B. Effect on Budget (EOB): None

C. Level of Service (LOS): The proposed changes to this Ordinance are required for participants in the National Flood Insurance Program and Community Rating

System (Class 8 minimums).

D. Legislative Sponsor:

III. CONCLUSION: Staff recommends approval of 24-18-CC.

IV. RECOMMENDED MOTION: I move that Ordinance 24-18-CC be approved on second reading.

Attachments:

1. ATT1 - Ord 24-18-CC Blg_Flood
2. ATT2 - Business Impact Statement 24-18-CC Floodplain Amendments to FBC

ORDINANCE NO. 24-18-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING CHAPTER 6 “BUILDINGS AND BUILDING REGULATIONS” OF THE CODE OF ORDINANCES; AMENDING SECTIONS RELATING TO FLOOD HAZARD AREAS AND FLOODPLAIN MANAGEMENT; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR A FISCAL IMPACT STATEMENT; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. The authority for enactment of these regulations 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 Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

WHEREAS, section 553.73, Florida Statutes, allows adoption of local administrative and technical amendments to the *Florida Building Code*; and

WHEREAS, section 553.73(5), Florida Statutes, allows adoption of local technical amendments to the *Florida Building Code* to implement the National Flood Insurance Program; and

WHEREAS, the **City of Destin** previously adopted local amendments to the Florida Building Code to (1) require additional elevation of buildings in flood hazard areas; (2) limit materials used to enclose areas under elevated buildings and limit the size of such enclosures; and (3) to accumulate costs of improvements and repairs of buildings over a specified period of time, and is reformatting those amendments; and

WHEREAS, the **City of Destin** is modifying a previously adopted adopting amendment to the Florida Building code to reduce the period of time over which costs of improvements and repairs of buildings will be accumulated for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting those requirement to coordinate with the Florida Building Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Destin that the following local administrative amendments and local technical amendments to the *Florida Building Code*, are hereby adopted.

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

Chapter 6. Buildings and Building Regulations.

ARTICLE II. BUILDING CODE

Sec. 6-46. Florida Building Code.

(1) There is hereby adopted by the city, for the purpose of establishing rules and regulations for the construction, installation, alteration, removal, demolition, equipment, use and occupancy of buildings and structures, that certain building code known as the Florida Building Code, latest edition, and the provisions of such code shall be controlling in the construction, installation, alteration, removal, demolition, equipment, use and occupancy of buildings and structures in the corporate limits of the city. In the event of any conflict between the provisions of section 6-46 and section 6-47 of the City Code, the provisions of section 6-47 shall apply except as prohibited by law.

(2) The floodplain management regulations that govern development in flood hazard areas of the City are codified in the Land Development Code, Article 11.

Sec. 6-47. - Administrative amendments to the Florida Building Code.

SECTION 2. The Florida Building Code is hereby amended by the following ~~technical~~ amendments:

A. Florida Building Code technical amendment; cumulative substantial improvement. In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term "Substantial Improvement" shall be as defined in Section 11.04.00 of the Land Development Code.

B. Florida Building Code administrative amendments; nonconversion agreements. Applications for dwellings with enclosures below the required elevation shall include signed declarations of land restrictions (nonconversion agreements), as defined in Section 11.04.00 of the Land Development Code:

1. If perimeter wall (crawlspace) taller than 4 feet.
2. If used for building access and storage.

C. Florida Building Code technical amendment; minimum building elevations. In all flood zones:

1. The minimum elevation for non-residential buildings in flood hazard areas shall be as specified in ASCE 24 or the base flood elevation plus two (2) feet, whichever is higher.
2. The minimum elevation for dwellings in flood hazard areas shall be the base flood elevation plus two (2) feet, whichever is higher, except for those properties located within the South Harbor Mixed Use and Calhoun Mixed Use Zoning Districts the lowest floor shall be elevated to or above the base flood elevation plus one (1) foot or the design flood elevation, whichever is higher.

D. Florida Building Code, Residential, technical amendment; enclosed areas below required elevation. In all flood zones, dwellings with enclosed areas below the required elevation that are:

1. Used for parking shall be enclosed with lattice, screening, or similar material that permits the unobstructed flow of floodwater.
2. Used for building access and storage shall be not more than 200 square feet in area, of which no more than 70 square feet is designated for storage.

Sec. 1612.2, Florida Building Code, Building

Modify the definition as follows:

~~**SUBSTANTIAL IMPROVEMENT.** Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a ten (10) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the ten (10) year period begins on the date of the first improvement or repair of that building or structure subsequent to May 19, 2008. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

- ~~1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.~~
- ~~2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~

Sec. 1612.4, Florida Building Code, Building

~~**1612.4.2 Elevation requirements.** The minimum elevation requirements shall be as specified in ASCE 24 or the base flood elevation plus two (2) feet, whichever is higher.~~

Sec. R322.2.1, Florida Building Code, Residential

Modify as follows:

R322.2.1 Elevation requirements.

- ~~1. Buildings and structures in flood hazard areas including flood hazard areas designated as Coastal A Zones, shall have the lowest floors elevated to or above the base flood elevation plus 2 feet, or the design flood elevation, whichever is higher, except for those properties located within the South Harbor Mixed Use and Calhoun Mixed Use Zoning Districts the lowest floor shall be elevated to or above the base flood elevation plus one (1) foot or the design flood elevation, whichever is higher.~~
- ~~2. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated to a height above the highest adjacent grade of not less than the depth number specified in feet (mm) on the FIRM plus 2 feet, or not less than 4 feet if a depth number is not specified.~~
- ~~3. Basement floors that are below grade on all sides shall be elevated to or above base flood elevation plus 2 feet, or the design flood elevation, whichever is higher, except for those properties located within the South Harbor Mixed Use and Calhoun Mixed Use Zoning Districts the lowest floor shall be elevated to or above the base flood elevation plus one (1) foot or the design flood elevation, whichever is higher.~~

Exception: Enclosed areas below the design flood elevation, including basements with floors that are not below grade on all sides, shall meet the requirements of Section 322.2.2.

Sec. R322.2.2, Florida Building Code, Residential

Modify as follows:

~~R322.2.2 Enclosed area below design flood elevation.~~ Enclosed areas, including crawl spaces, that are below the design flood elevation shall:

- ~~1. Be used solely for parking of vehicles, building access or storage.~~
- ~~2. Be provided with flood openings that meet the following criteria and are installed in accordance with Section R322.2.2.1:~~
 - ~~2.1. The total net area of non-engineered openings shall be not less than 1 square inch (645 mm²) for each square foot (0.093 m²) of enclosed area where the enclosed area is measured on the exterior of the enclosure walls, or the openings shall be designed as engineered openings and the construction documents shall include a statement by a registered design professional that the design of the openings will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters as specified in Section 2.7.2.2 of ASCE 24.~~
 - ~~2.2. Openings shall be not less than 3 inches (76 mm) in any direction in the plane of the wall.~~
 - ~~2.3. The presence of louvers, blades, screens and faceplates or other covers and devices shall allow the automatic flow of floodwater into and out of the enclosed areas and shall be accounted for in the determination of the net open area.~~
- ~~3. If used for parking, be enclosed with lattice, screening, or similar material that permits the unobstructed flow of floodwater.~~
- ~~4. 3. If perimeter wall (crawl space) taller than 4 feet, the applicant shall submit a declaration of land restriction (nonconversion agreement).~~
- ~~5. 4. If used for building access and storage, be not more than 200 square feet in area, of which no more than 70 square feet is designated for storage; the applicant shall submit a declaration of land restriction (nonconversion agreement).~~

~~Sec. R322.3.2, Florida Building Code, Residential~~

Modify as follows:

~~R322.3.2 Elevation requirements.~~

- ~~1. Buildings and structures erected within coastal high hazard areas and Coastal A Zones, shall be elevated so that the bottom of the lowest horizontal structure members supporting the lowest floor, with the exception of pilings, pile caps, columns, grade beams and bracing, is elevated to or above the base flood elevation plus 2 feet or the design flood elevation, whichever is higher.~~
- ~~2. Basement floors that are below grade on all sides are prohibited.~~
- ~~3. The use of fill for structural support is prohibited.~~
- ~~4. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.~~
- ~~5. Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Sections R322.3.4 and R322.3.5.~~

~~Sec. R322.3.56, Florida Building Code, Residential~~

Modify as follows:

~~**R322.3.56 Enclosed areas below design flood elevation.** Enclosed areas below the design flood elevation shall be used solely for parking of vehicles, building access or storage, and shall comply with Section R322.3.4. subject to the following limitations:~~

- ~~1. If used for parking, areas may be enclosed with lattice, screening, or similar material that permits the unobstructed flow of floodwater.~~
- ~~2. If used for building access and storage, shall comply with Section R322.3.4 and shall be not more than 200 square feet in area, of which no more than 70 square feet is designated for storage; the applicant shall submit a declaration of land restriction (nonconversion agreement).~~

Sec. 202, Florida Building Code, Existing Building

~~**SUBSTANTIAL IMPROVEMENT.** Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a ten year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the ten year period begins on the date of the first improvement or repair of that building or structure subsequent to May 19, 2008. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

- ~~1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.~~
- ~~2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~

* * *

SECTION XX. FISCAL IMPACT STATEMENT. In terms of design, plan application review, construction, and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. Therefore, in terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

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

SECTION 5. CONFLICTING PROVISIONS. 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.

(Signature Page Follows)

ADOPTED this ____ day of November, 2024.

Bobby Wagnor, Mayor

ATTEST:

Rey Bailey, City Clerk

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

Kimberly Romano Kopp, City Attorney

First Reading:
Second Reading:

City of Destin, FL

Department of Public Works & Emergency Management
Business Impact Statement for Proposed Ordinance 24-18-CC

1. Summary of Proposed Ordinance 24-12-LC

The proposed changes to this Ordinance reflect those required as a participant in the National Flood Insurance Program (NFIP) and the Community Rating System (CRS). These changes are required as CRS Class 8 minimums. The City is currently as Class 6 community. Proposed changes include cross-references to the City's Land Development Code (Article 11) and the re-organization of sections for clarity and ease-of-use.

2. Estimate of the Direct Economic Impact of the Proposed Ordinance on private, for-profit businesses in the City.

a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

None.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

None.

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

None

4. Any additional information the board determines may be useful.

N/A

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 2024**TYPE OF AGENDA ITEM:** Ordinance**AGENDA OUTLINE NUMBER:** 5.C.

TO: City Council

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

FROM: Michael Burgess, Public Works Director
Tina Deater, Community Development Director

DATE: 10/09/2024

SUBJECT: Second reading of Ordinance 24-12-LC - Amending Land Development Code Section 11.04.00 Floodplain Management; amending sections relating to elevation of manufactured homes in flood hazard areas.

I. BACKGROUND: The City of Destin participates in both the National Flood Insurance Program (NFIP) and the Community Rating System (CRS), which are administered by FEMA. From time to time, our Ordinance must be updated to reflect those edits required to either maintain our status in the NFIP or our Class Rating in the CRS.

II. DISCUSSION: The required revisions to the Floodplain Management Ordinance (attached) are primarily associated with accessory structures, manufactured homes, and adjustments to various definitions. The revisions are minimum Class 8 standards. If not adopted by City Council, the City's CRS status will retrograde to a Class 9 from our current Class 6. If we are retrograded to a Class 9, residents with policies that currently have a 20% discount now will have the discount lowered to 5%.

These proposed changes were reviewed by the Local Planning Agency (LPA) at their meeting on October 3, 2024. The LPA recommended approval.

Attachments:

ATT1 - Proposed Ordinance Revisions

ATT2 - Business Impact Statement for 24-12-LC

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

B. Effect on Budget (EOB): None

C. Level of Service (LOS): The proposed changes of this Ordinance are required for participants in the National Flood Insurance Program and Community Rating System for Class 8 minimums, but not required for lower Class ratings.

D. Legislative Sponsor:

III. CONCLUSION: Staff recommends approval of Ordinance 24-12-LC.

IV. RECOMMENDED MOTION: I move that Ordinance 24-12-LC be approved on second reading.

Attachments:

1. ATT1: Flood Regs Ord 24-12-LC (1)
2. ATT2: Business Impact Statement 24-12-LC Floodplain Management

ORDINANCE NO. 24-12-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING LAND DEVELOPMENT CODE SECTION 11.04.00 FLOODPLAIN MANAGEMENT; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; AMENDING SECTIONS RELATING TO ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR A FISCAL IMPACT STATEMENT; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY. The authority for enactment of these regulations 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 Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City of Destin participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements and achieved a CRS rating of Class Six (6), making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite and for the City of Destin to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and

WHEREAS, the City of Destin determined that it is in the public interest to amend the floodplain management regulations to better protect manufactured homes and to continue participating in the Community Rating System at the current class rating; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Destin that the following floodplain management regulations are hereby adopted.

NOTE: *Language in this ordinance that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struck through~~ or underlined is not to be changed, and * * * represents sections of the Land Development Code that have been skipped and remain unchanged.*

SECTION 3. Section 11.04.00 of the City Land Development Code is hereby amended as follows:

* * *

11.04.00. - Floodplain management.

* * *

- D. *Coordination with the Florida Building Code.* ~~This ordinance is~~ These regulations are intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.
- E. *Warning.* The degree of flood protection required by ~~this ordinance~~ these regulations and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. ~~This ordinance does~~ These regulations do not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with ~~this ordinance~~ these regulations.
- F. *Disclaimer of liability.* These regulations shall not create liability on the part of the City Council of the City of Destin or by any officer or employee thereof for any flood damage that results from reliance on these regulations or any administrative decision lawfully made thereunder.

11.04.02. Administration—Applicability.

- A. *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- B. *Areas to which this applies.* These regulations shall apply to all flood hazard areas within the City of Destin, as established in section 11.04.02.C of these regulations.
- C. *Basis for establishing flood hazard areas.* The Flood Insurance Study for Okaloosa County, Florida, and Incorporated Areas dated March 9, 2021 ~~December 6, 2002~~ and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM) and all subsequent amendments and revisions to such maps, are adopted by reference as a part of these regulations and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City of Destin Annex located at 4100 Indian Bayou Trail, Destin, Florida.

11.04.07. Administration—Variances and Appeals.

- E. *Historic buildings/structures.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood

resistant construction requirements of the Florida Building Code, Existing Building, Chapter ~~12~~ 44 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

* * *

11.04.10. *Definitions.*

Accessory building. A building of not more than 100 square feet of gross floor area with a cost of not more than \$1,000.00 that is unfinished inside, constructed with flood-resistant materials, and used only for storage. ~~Accessory buildings as defined herein are Category I structures as specified in ASCE 24 and are not required to meet the building elevation requirements of ASCE 24 unless located in a Zone V and a Florida Licensed Professional Engineer does not certify that the accessory building failure would not create damaging debris or divert flood flows.~~

* * *

~~*Existing manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before July 6, 1988.~~

~~*Expansion to an existing manufactured home park or subdivision.* The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

* * *

Historic buildings/structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter ~~12~~ 44 Historic Buildings.

Letter of map change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of map change include:

1. *Letter of map amendment (LOMA):* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

2. *Letter of map revision (LOMR):* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

3. *Letter of map revision based on fill (LOMR-F):* A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

4. *Conditional letter of map revision (CLOMR):* A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of

certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

* * *

Market value. ~~The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in these regulations, the term refers to the market~~ The value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser, is the~~ actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value of the building or structure adjusted to approximate market value by a factor provided by the County Property Appraiser.

New construction. For the purposes of administration of these regulations and the building code, structures for which the "start of construction" commenced on or after July 6, 1988 and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after July 6, 1988.~~

* * *

Substantial improvement. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a five-year ~~ten-year~~ period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the five-year ~~ten-year~~ period begins on the date of the first improvement or repair of that building or structure subsequent to May 19, 2008. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

* * *

11.04.11. Flood resistant development—Buildings and structures.

- A. *Design and construction of buildings and structures exempt from the Florida Building Code.* Pursuant to section 11.04.04.C of these regulations, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of section 11.04.17 of these regulations.
- B. *Buildings and structures seaward of the coastal construction control line.* If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:
 1. Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Building Section 3109 and Section 1612 or Florida Building Code, Residential Section R322.

2. Minor structures and non-habitable major structures as defined in F.S. § 161.054, shall be designed and constructed to comply with the intent and applicable provisions of section 11.04.00, floodplain management and ASCE 24.
- C. *Critical facilities.* Construction of new critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area (SFHA). Construction of new critical facilities may be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated at or above the elevation required by the Florida Building Code or three or more feet above the level of the base flood elevation at the site, whichever is higher. Flood proofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.
- D. Local Amendments to the Florida Building Code. Local amendments to the flood resistant construction provisions of the Florida Building Code are codified in the Code of Ordinance, Chapter 6, Article II Building Code.
- E. Non-elevated accessory buildings. Accessory buildings are permitted below elevations required by the Florida Building Code provided the accessory buildings are used only for parking or storage and:
- (1) If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 100 sq. ft. and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.
 - (2) If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings, are not larger than 100 sq. ft., and Florida Licensed Professional Engineer certifies that failure of the accessory building will not create damaging debris or divert flood flows.
 - (3) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.
 - (4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.
 - (5) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

11.04.14. *Flood resistant development—Manufactured homes.*

- A. *General.* All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of these regulations. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the requirements.
- B. *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:
1. In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance the foundation requirements of the Florida Building Code, Residential Section R322.2 and these regulations.
 2. In floodways, are designed in accordance with ASCE 24.

3. In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and these regulations.
- C. *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.
- D. *Elevation.* All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone). ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with section 11.04.14.E or 11.04.14.F of these regulations, as applicable.~~
- ~~E. *General elevation requirement.* Unless subject to the requirements of section 11.04.14.F of these regulations, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V).~~
- ~~F. *Elevation requirement for certain existing manufactured home parks and subdivisions.* Manufactured homes that are not subject to section 11.04.14.E of these regulations, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~
- ~~1. Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V); or~~
 - ~~2. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~
- EG. *Enclosures.* Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas, as applicable to the flood hazard area.
- FH. *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

* * *

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

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

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

ADOPTED this ____ day of November, 2024.

Bobby Wagnor, Mayor

ATTEST:

Rey Bailey, City Clerk

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

Kimberly Romano Kopp, City Attorney

First Reading:

Second Reading:

City of Destin, FL

Department of Public Works & Emergency Management
Business Impact Statement for Proposed Ordinance 24-12-LC

1. Summary of Proposed Ordinance 24-12-LC

The proposed changes to this Ordinance reflect those required as a participant in the National Flood Insurance Program (NFIP) and the Community Rating System (CRS). These changes are required as CRS Class 8 minimums. The City is currently as Class 6 community. Proposed changes include the removal of certain definitions and requirements specific to the placement and permitting of manufactured homes, new language that concerns the placement and permitting of accessory structures, and additional references to the Code of Ordinances Chapter 6, Local Amendments to the Florida Building Code.

2. Estimate of the Direct Economic Impact of the Proposed Ordinance on private, for-profit businesses in the City.

a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

None.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

None.

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

None

4. Any additional information the board determines may be useful.

N/A

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 5.D.

TO: City Council

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

FROM: Tina Deater, Community Development Director
Krystal Strickland, Finance Director
Steve O'Connor, Deputy Community Development Director
Daniel Butler, Senior Planner

DATE: October 24, 2024

SUBJECT: Request for approval of a Major Development Order application (DEV-001331-2024). This project includes the construction of the Tarpon Beach Access Parking Lot, four pavilions, a Little Adventures outpost, a restroom facility, an ADA compliant wooden boardwalk to the beach, and the associated site infrastructure. The subject project is generally located at 3310, 3320, and 3324 Scenic Highway 98, totaling approximately 3.08 acres.

I. BACKGROUND: The City of Destin is requesting approval for a Major Development Order for the construction of the Shores at Tarpon Beach Park, which consists of a parking Lot, four (4) pavilions, a Little Adventures outpost, a restroom facility, an ADA compliant wooden boardwalk to the beach, and the associated site infrastructure. The subject project is located at 3310, 3320, & 3324 Scenic Highway 98 (Parcel IDs: 00-2S-22-0390-0000-0010, 00-2S-22-0580-000A-0090, 00-2S-22-0580-000A-0100, & 00-2S-22-0580-000A-0110), totaling approximately 3.08 acres in total.

II. DISCUSSION:

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE ANALYSIS:

The subject property is within the Crystal Beach Planning Area. Also, the property has a Future Land Use Map Designation of Crystal Beach Resort (CBR) and a Zoning Designation of Crystal Beach Resort (CBR). The proposed use is consistent with these regulations. The project, as required by the Comprehensive Plan and the Land Development Code, has undergone a compatibility review and meets the minimum requirements.

INTENSITY

Maximum allowed: 0.70 FAR

Provided: 0.0132 FAR

HEIGHT

Maximum allowed: 50' / 4 stories

Approved: 15' / 1 story

SETBACKS

Front required: 10'

Front approved: ±121'

Side minimum required (east): 10'

Side approved (east): ±17'

Side minimum required (west): 10'

Side approved (west): ±29'

Rear minimum required: None

Rear approved: >100'

OPEN SPACE

Minimum required: 30%

Provided: 73%

PLATTING

There is no platting associated with this application.

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:

Traffic: Signed October 21, 2024

Stormwater Management: Signed October 21, 2024

Potable Water/Sanitary Sewer: Signed April 3, 2024

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 Expansion Area.

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

TRANSPORTATION ANALYSIS

The proposed development is projected to generate approximately twenty-four (24) PM peak hour trips; however, the previously approved development on this site was vested for thirty-seven (37) PM peak hour trips; therefore, this project has been deemed to have a de minimis effect on the transportation network. The analysis is consistent with the

technical methodology outlined in *LDC Section 6.05.05*.

RIGHT-OF-WAY DEDICATION

The project does not include right-of-way dedication.

INGRESS/EGRESS

Vehicular access to the property is provided by a two-way access from the Scenic Highway 98 public right-of-way (ROW).

PEDESTRIAN NETWORK

The project provides a complete pedestrian network as required in *LDC 8.09.03.A(6)*. A continuous on-site internal sidewalk is provided throughout the development.

PARKING

Required vehicle parking spaces for use

Park – 1 space: 1

Required vehicle parking spaces for entire site: 1

Provided vehicle parking spaces for entire site: 49

Provided Low Speed Vehicle (LSV) parking spaces: 29

Required bicycle parking spaces for use (10%): 1

Provided bicycle parking spaces: 6

UTILITIES

All utilities are required to be undergrounded.

STORMWATER

The City Manager’s Stormwater designee approved the stormwater plan on August 5, 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 is located within a White Sand Zone 1. Therefore, only white sand shall be utilized as fill on site, per *LDC Section 11.07.02.A*. Prior to bringing any fill onto the site, the applicant shall provide Staff with a sample of the proposed fill for review and approval.

LANDSCAPING

Front perimeter/common boundary: Provided

Interior parking landscape: Provided

Buffer zone: Provided

Preservation and restoration:

Reforestation trees required: 8

Protected trees to be removed/replaced: 0

Required parking trees: 10

Required street trees: 6

Preserved tree credits: 0

Total required trees: 24

Total trees provided*: 34

*Modification/alteration to any approved species of trees or shrubs shall be reviewed and approved by the Community Development Director or their designee prior to installation. A Development Order (DO) Deviation may be required if the proposed changes do not substantially meet the originally approved landscape plan.

SIGNS

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

IMPACT FEES

There is no gross floor area proposed as part of this project; therefore, there are no anticipated impact fees.

OTHER FEES

NONE

PUBLIC COMMENTS

NONE

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.
- VI. A green and sustainable environment.

B. Effect on Budget (EOB): The effect on budget will be provided after this major development order is approved and the County has completed procurement of a construction contractor.

C. Level of Service (LOS): The proposed development is projected to generate approximately twenty-four (24) PM peak hour trips; however, the previously approved development on this site was vested for thirty-seven (37) PM peak hour trips; therefore, this project has been deemed to have a de minimis effect on the transportation network. The analysis is consistent with the technical methodology outlined in *LDC Section 6.05.05*.

D. Legislative Sponsor:

III. CONCLUSION: The City of Destin is requesting approval for a Major Development Order for the construction of the Shores at Tarpon Beach Park, which consists of four (4) pavilions, a Little Adventures outpost, a restroom facility, an ADA compliant wooden boardwalk to the beach, and the associated site infrastructure. The subject project is located at 3310, 3320, & 3324 Scenic Highway 98 (Parcel IDs: 00-2S-22-0390-0000-0010, 00-2S-22-0580-000A-0090, 00-2S-22-0580-000A-0100, & 00-2S-22-0580-000A-

0110), totaling approximately 3.08 acres in total.

IV. RECOMMENDED MOTION:

I move that the City Council approve Shores at Tarpon Beach, a Major Development Order, as presented.

ALTERNATIVE MOTION:

I move that the City Council approve/approve with conditions/approve with modifications/deny Shores at Tarpon Beach, a Major Development Order, as presented.

Attachments:

1. 1 - Civil Plan Set
2. 2 - Structural Plan Set
3. 3 - Architectural Plan Set
4. 4 - Mechanical Plan Set
5. 5 - Electrical Plan Set
6. 6 - Landscape Plan Set
7. 7 - Lighting Plan Set

CONSTRUCTION PLANS FOR
**SHORES AT
TARPON BEACH**

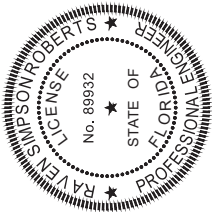
THIS ITEM (G-001 THRU CU-523) HAS
BEEN DIGITALLY SIGNED AND SEALED
BY RAVEN SIMPSON ROBERTS ON THE
DATE ADJACENT TO THE SEAL. PRINTED
COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED AND
THE SIGNATURE MUST BE VERIFIED ON
ANY ELECTRONIC COPIES.

JULY 2024

PREPARED FOR:
OKALOOSA COUNTY

Raven S Roberts

Digitally signed by Raven S Roberts
DN: cn=Raven S Roberts,
o=Okaloosa County, ou=Engineering,
c=US, email=R.Simpson@okaloosa.net,
date=2024.10.23 16:11:43-0500



**OKALOOSA COUNTY
COMMISSIONERS**

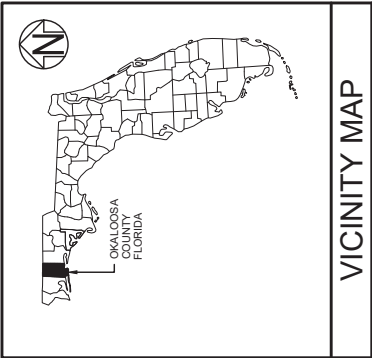
- | | |
|-------------------------------|-------------------------|
| PAUL MIXON | COMMISSIONER DISTRICT 1 |
| CAROLYN KETCHEL | COMMISSIONER DISTRICT 2 |
| NATHAN BOYLES (VICE CHAIRMAN) | COMMISSIONER DISTRICT 3 |
| TREY GOODWIN | COMMISSIONER DISTRICT 4 |
| MEL PONDER (CHAIRMAN) | COMMISSIONER DISTRICT 5 |

PREPARED BY:

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

14101 PANAMA CITY BEACH PARKWAY, SUITE 110,
PANAMA CITY BEACH, FL 32413 (850) 230-6150
ENGINEERING BUSINESS: EB-0000340
PENSACOLA • PANAMA CITY BEACH • TALLAHASSEE • MOBILE

ENGINEER'S PROJECT NO. 12107.01

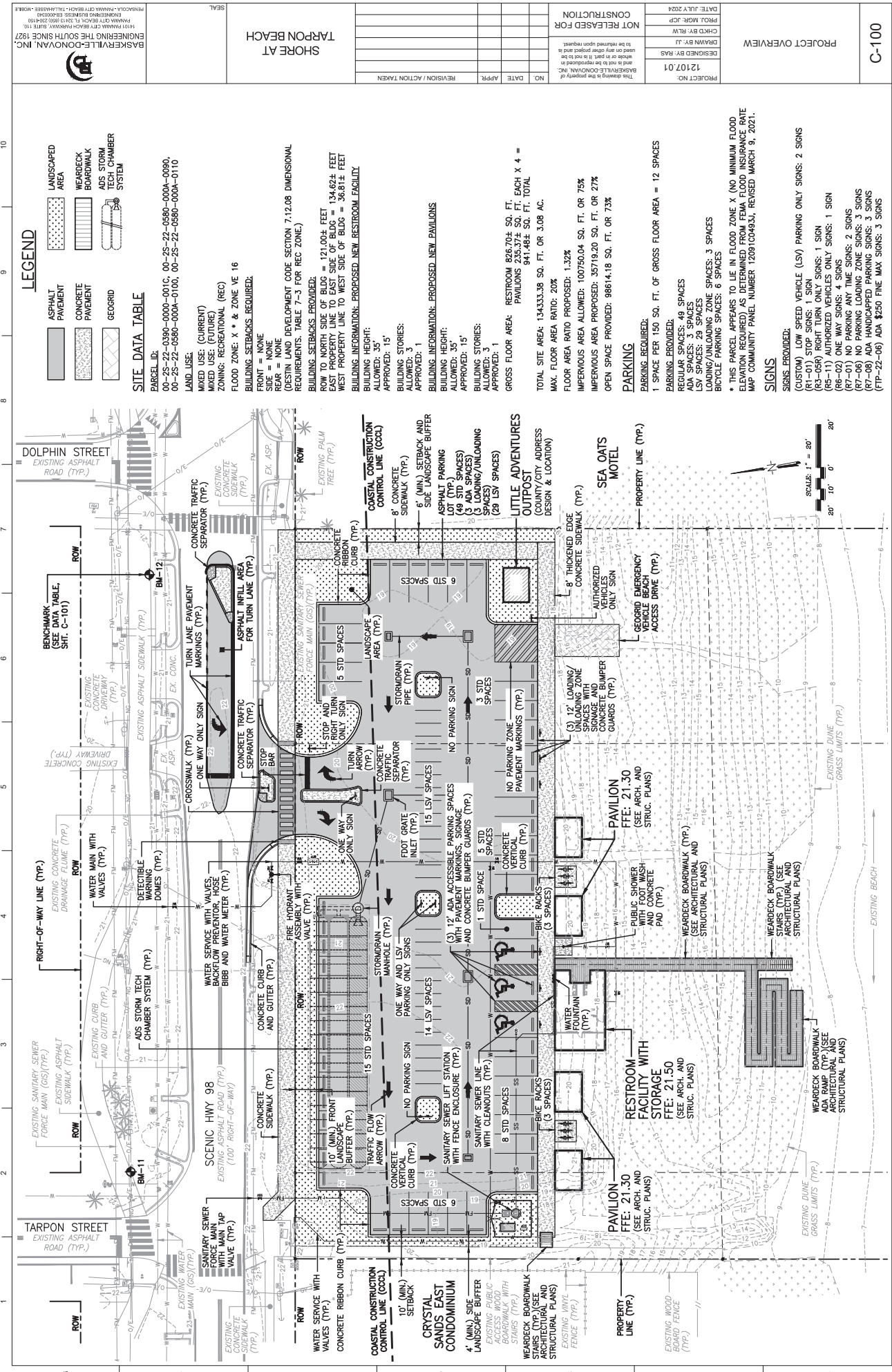


VICINITY MAP



LOCATION MAP



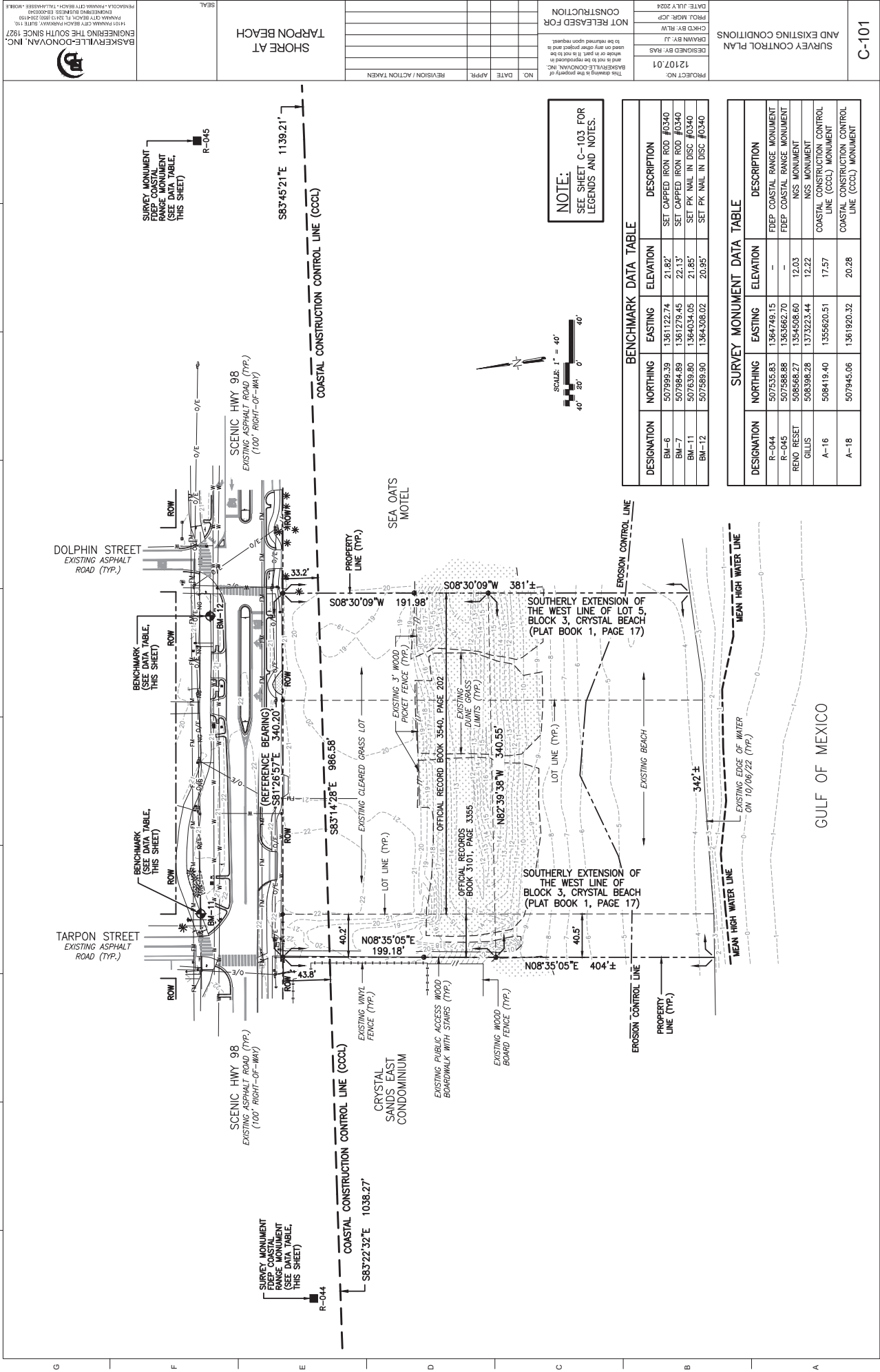


LEGEND	
	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	GEOTEXTILE
	LANDSCAPED AREA
	WEARDECK
	BOARDWALK
	ADS STORM TECH CHAMBER
	ADS STORM SYSTEM

SITE DATA TABLE	
PAGE: 01	00-25-22-0380-000A-0100, 00-25-22-0380-000A-0100, 00-25-22-0380-000A-0100, 00-25-22-0380-000A-0100, 00-25-22-0380-000A-0100
LAND USE:	MIXED USE: (CURRENT) MIXED USE: (FUTURE) ZONING: RECREATIONAL (REC) FLOOD ZONE: X * ZONE VE 16 BUILDING SETBACKS REQUIRED: FRONT = NONE SIDE = NONE REAR = NONE (DESTIN LAND DEVELOPMENT CODE SECTION 7.12.08 DIMENSIONAL REQUIREMENTS, TABLE 7-3 FOR REC ZONE.) BUILDING SETBACKS PROVIDED: ROW TO NORTH SIDE OF BLDG = 121.004 FEET EAST PROPERTY LINE TO EAST SIDE OF BLDG = 134.622 FEET WEST PROPERTY LINE TO WEST SIDE OF BLDG = 36.812 FEET BUILDING INFORMATION: PROPOSED NEW RESTROOM FACILITY BUILDING HEIGHT: APPROVED: 35' ALLOWED: 15' BUILDING STORIES: ALLOWED: 3 APPROVED: 1 BUILDING INFORMATION: PROPOSED NEW PAVILIONS BUILDING HEIGHT: APPROVED: 35' ALLOWED: 15' BUILDING STORIES: ALLOWED: 3 APPROVED: 1 GROSS FLOOR AREA: RESTROOM 826.704 SQ. FT. EACH X 4 = 3306.816 SQ. FT. TOTAL PAVILIONS 22,371.71 SQ. FT. EACH X 4 = 89,486.84 SQ. FT. TOTAL TOTAL SITE AREA: 134,333.38 SQ. FT. OR 3.08 AC. MAX. FLOOR AREA RATIO: 20% FLOOR AREA RATIO PROPOSED: 1.32% IMPERVIOUS AREA ALLOWED: 100,750.04 SQ. FT. OR 75% IMPERVIOUS AREA PROPOSED: 35,719.20 SQ. FT. OR 27% OPEN SPACE PROVIDED: 98,614.18 SQ. FT. OR 73%

PARKING	
PARKING REQUIRED:	1 SPACE PER 150 SQ. FT. OF GROSS FLOOR AREA = 12 SPACES
PARKING PROVIDED:	REGULAR SPACES: 48 SPACES ADA SPACES: 3 SPACES LSV SPACES: 29 SPACES LOADING/UNLOADING ZONE SPACES: 3 SPACES BICYCLE PARKING SPACES: 6 SPACES

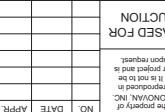
SIGNS PROVIDED:	
(CUSTOM) LOW SPEED VEHICLE (LSV) PARKING ONLY SIGNS: 2 SIGNS (R1-01) STOP SIGNS: 1 SIGN (R2-06) RIGHT TURN ONLY SIGNS: 1 SIGN (R2-07) LEFT TURN ONLY SIGNS: 1 SIGN (R2-08) ONE WAY SIGN: 1 SIGN (R2-09) NO PARKING ANY TIME SIGNS: 2 SIGNS (R2-10) NO PARKING LOADING ZONE SIGNS: 3 SIGNS (R2-11) ADA HANDICAPPED PARKING SIGNS: 3 SIGNS (R2-22-06) ADA \$250 FINE MAX SIGNS: 3 SIGNS	



SURVEY CONTROL PLAN	
PROJECT NO.	12107.01
DESIGNED BY: JAS	
CHECKED BY: RLW	
DATE: JULY 2024	

PROJECT NO:	12107.01	DESIGNED BY: RAS	DRAWN BY: JJ	CHKD BY: RLW	PROJ. MGR: JCP	DATE: JULY 2024	CON

NOTE:
SEE SHEET C-103 FOR
LEGENDS AND NOTES.



SURVEY MONUMENT DATA TABLE			
DESIGNATION	NORTHING	EASTING	ELEVATION
R-044	507535.83	1364749.15	-
R-045	507585.86	1365602.70	-
RENO RESET	508565.27	1354508.60	12.03
GLIS	508598.28	1373223.44	12.22
A-16	508419.40	1355620.51	17.57
A-18	507945.06	1361920.32	20.28

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CONSTRUCTION

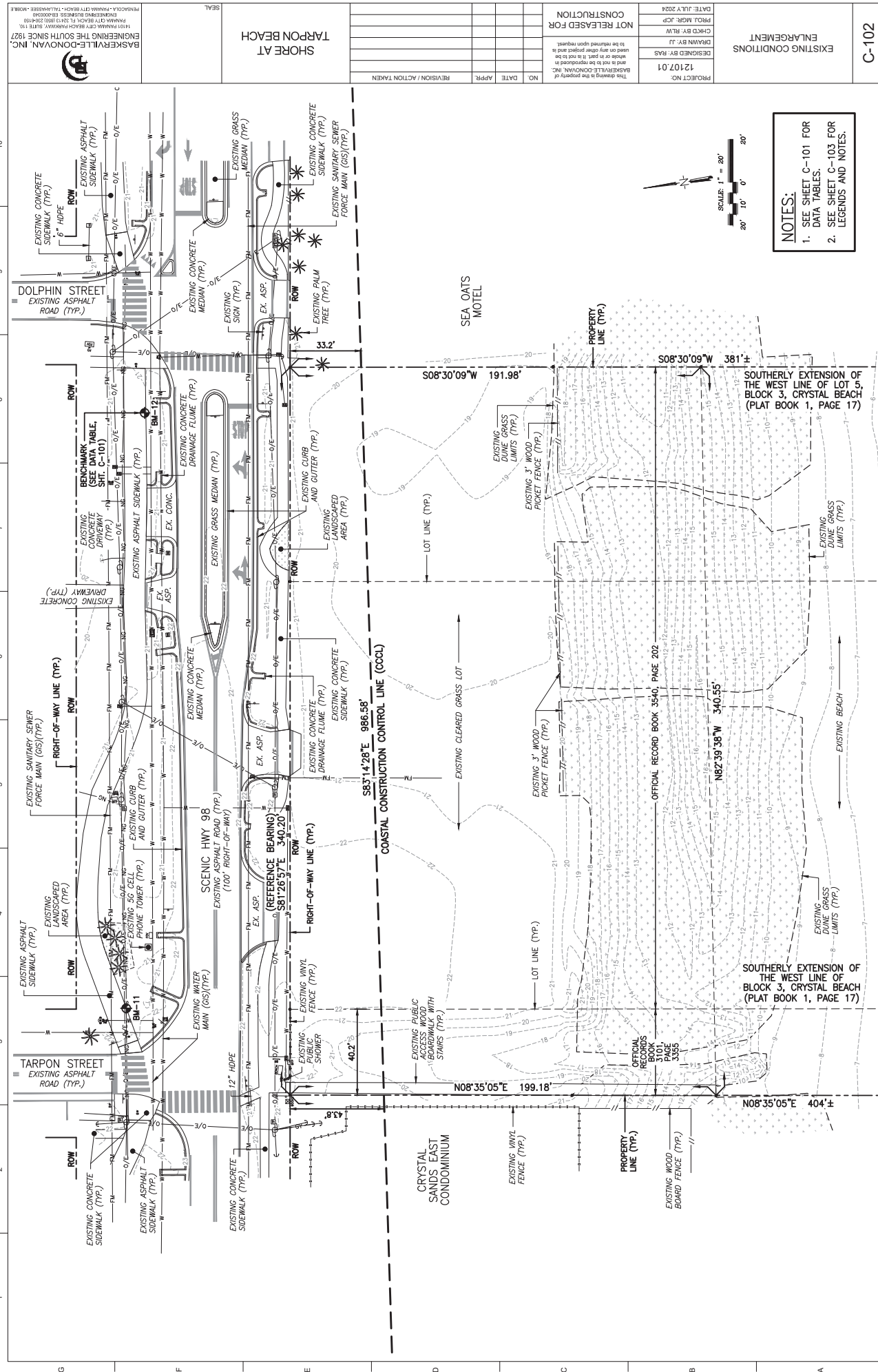
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NO. DATE APPR. REVISION / ACTION TAKEN

SHORE AT
TARPON BEACH

SEAL

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
1401 PALM BEACH BLVD. SUITE 100
PALM BEACH, FL 33480
TEL: 561.833.1111 FAX: 561.833.1112
WWW.BASKERVILLE-DOV.COM



DEMOLITION NOTES:

1. SEE SHEETS C-101 THRU C-103 FOR SURVEY BENCHMARKS, SURVEY SYMBOL LEGEND AND ABBREVIATION LEGEND.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACCURACY OF THE EXISTING SITE INFORMATION SHOWN HEREIN. IN ANY CHANGED OR ALTERED SITE CONDITION SHALL BE BROUGHT TO THE ATTENTION OF THE COUNTY AND CITY IMMEDIATELY.
3. ALL EXISTING DEBRIS AND DEBRIS FROM CONSTRUCTION OPERATIONS SHALL BE DISPOSED OF OFF-SITE AT THE CONTRACTOR'S EXPENSE.
4. TOPSOIL SUITABLE FOR REUSE SHALL BE STOCKPILED ON-SITE IN AN APPROVED LOCATION AND REDISTRIBUTED OVER ALL DISTURBED AREAS IN ONE 4" LAYER, (LOOSE THICKNESS).
5. ALL WORK ADJACENT TO OR ON EXISTING ROADWAYS SHALL COMPLY WITH CURRENT FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. THE CONTRACTOR SHALL HOLD THE COUNTY AND CITY HARMLESS FOR ANY INCIDENT OCCURRING ON OR ADJACENT TO THE PROJECT SITE.
6. EXISTING TREES SHOWN OUTSIDE THE LIMITS OF CLEARING AND GRUBBING ARE TO REMAIN. PRIOR TO SITE CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL CLEARLY IDENTIFY THE CLEARING LIMITS.
7. CLEARING AND GRUBBING OF TREES AND OTHER VEGETATION SHALL BE LIMITED TO THAT WHICH IS ABSOLUTELY REQUIRED FOR NEW CONSTRUCTION. ANY ADDITIONAL CLEARING AND/OR GRUBBING OF TREES SHALL BE COMPLETED AS APPROVED BY THE COUNTY AND CITY.
8. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL LOCATE ALL UTILITIES. ANY UTILITY NOT SHOWN ON THE EXISTING DRAWING SHALL BE REQUIRED TO COMPLETE CONSTRUCTION UNDER THIS CONTRACT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THIS ITEM INCLUDES, BUT IS NOT LIMITED TO, THE TEMPORARY RELOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL WORK IN THE VICINITY OF OVERHEAD POWER LINES SHALL CONFORM TO APPLICABLE (LOCAL) SAFETY REQUIREMENTS. THE CONTRACTOR IS TO REPAIR DAMAGES TO EXISTING UTILITIES THAT ARE TO REMAIN IN SERVICE IMMEDIATELY AT NO ADDITIONAL COSTS OR EXPENSE TO THE COUNTY AND CITY.
9. REFER TO ELECTRICAL, COMMUNICATIONS AND OTHER DISCIPLINES FOR UTILITIES REQUIRING REMOVAL COORDINATION AND/OR RELOCATION.
10. THE CONSTRUCTION CONTRACTOR SHALL INVESTIGATE, MARK, AND PROTECT IN PLACE, AS NEEDED, ALL APPLICABLE EXISTING UNDERGROUND UTILITIES THAT ARE TO REMAIN IN PLACE/SERVICE DURING CONSTRUCTION OPERATIONS. ANY UTILITIES THAT MAY BE SUBJECT TO DAMAGE DUE TO ONGOING CONSTRUCTION OPERATIONS.
11. CONTRACTOR SHALL SAW CUT THE LIMITS OF ASPHALT PAVEMENT TO BE REMOVED AND PROTECT EDGE OF ASPHALT FROM DAMAGE. ANY DAMAGE TO THE SAW CUT LINE SHALL REQUIRE THE CONTRACTOR TO RE-SAW CUT A NEW LINE BEFORE PLACEMENT OF NEW ASPHALT PAVEMENT.
12. ACTUAL AMOUNT OF ASPHALT PAVEMENT TO BE REMOVED AND CONSTRUCTION TECHNIQUE USED BY THE CONTRACTOR FOR INSTALLATION OF THE NEW SITE LAYOUT.
13. THERE ARE STRUCTURES AS SHOWN ON THE PREVIOUSLY DEMOLISHED AS HAVE BEEN CRITERIA DOCUMENT. IT IS NOT KNOWN TO WHAT EXTENT OF DAMAGE HAS OCCURRED. REMAINING PORTIONS OF THESE STRUCTURES SHALL NOT INTERFERE WITH THE CONSTRUCTION OF THE NEW LAYOUT AND MUST BE REMOVED TO THE EXTENT NECESSARY TO ACCOMPLISH THE NEW WORK.
14. CONTRACTOR SHALL RELOCATE ALL PALM TREES WHICH IS ABSOLUTELY REQUIRED FOR NEW CONSTRUCTION. THE CONTRACTOR SHALL RELOCATE AND APPROVED BY THE COUNTY AND CITY.

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. THE SCREENING SHALL HAVE A MINIMUM HEIGHT OF FIVE (5) FEET AND A MAXIMUM HEIGHT OF TEN (10) FEET. THE SCREENING SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE SCREENING SHALL 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.

DUST CONTROL REQUIREMENTS:

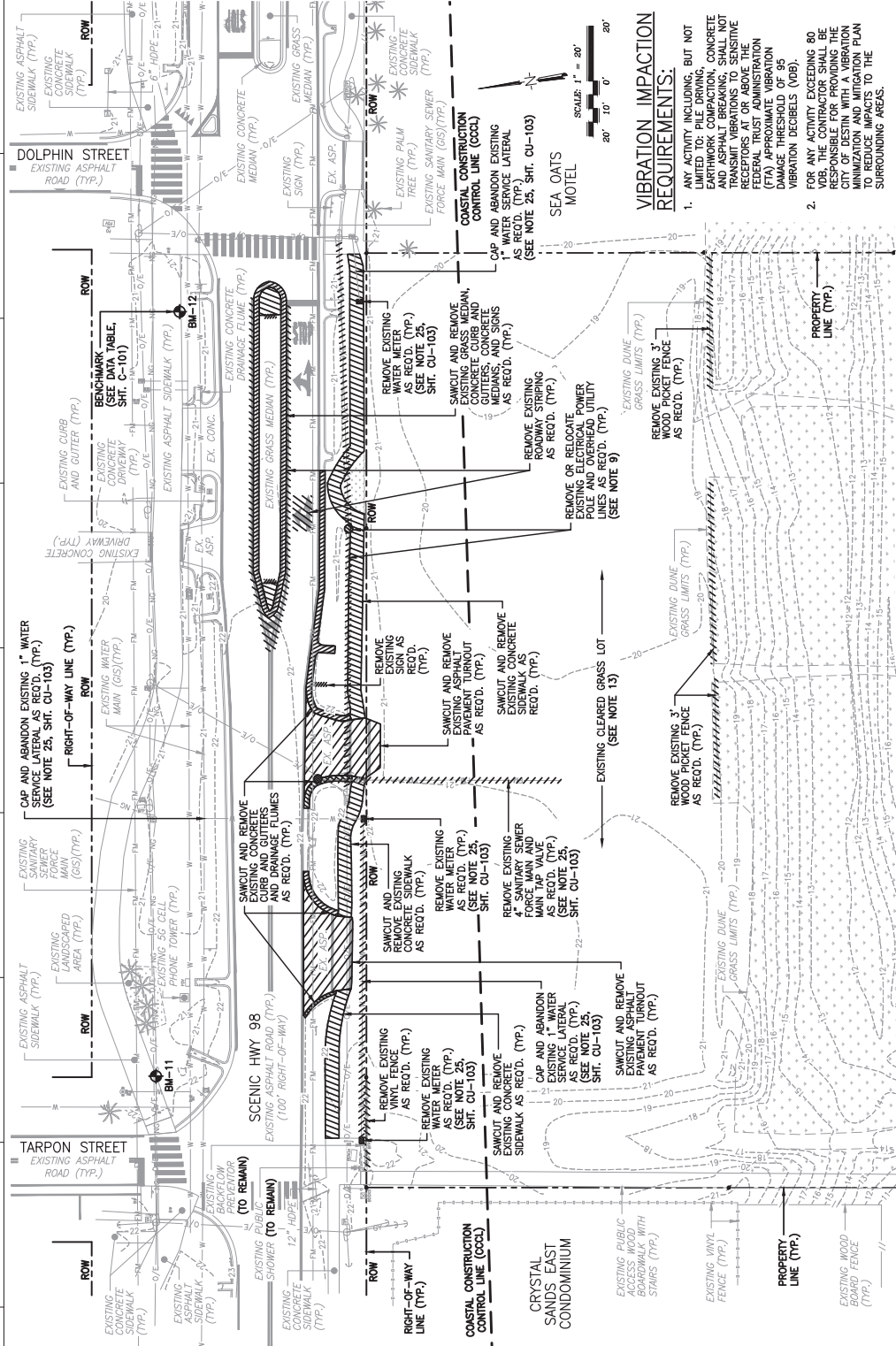
1. GRADING OPERATIONS SHALL NOT BE CONDUCTED WHEN WINDS EXCEED 30 MPH.
2. WATER SHALL BE APPLIED WITH A HOSE OR WATER TRUCK, AS NECESSARY, DURING EXCAVATION ACTIVITIES.
3. CONTRACTOR SHALL ENSURE THAT ANY SOIL-SPORED TRUCKS, TRAILERS, OR OTHER VEHICLES TRANSPORTING PARTICULATE MATTER SHALL BE COVERED 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.

DUST CONTROL REQUIREMENTS:

1. ANY ACTIVITY INCLUDING, BUT NOT LIMITED TO: PILE DRIVING, EARTHWORK, CONSTRUCTION, SAW CUT, TRANSMIT VIBRATIONS TO SENSITIVE RECEPTORS AT OR ABOVE THE FEDERAL TRUST ADMINISTRATION (FTA) APPROXIMATE VIBRATION DAMAGE THRESHOLD OF 96 VIBRATION DECIBELS (VDB).
2. FOR ANY ACTIVITY EXCEEDING 80 VIBRATION DECIBELS (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.
3. WATER SHALL BE APPLIED BY HOSE OR WATER TRUCK AS NECESSARY TO PREVENT EXCESSIVE DUST FROM EXISTING RIGHT-OF-WAYS, OR ANY OTHER SURFACE THAT COULD CREATE AIRBORNE DUST.
4. 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 EITHER DIRECTION OF TRAVEL.
5. ANY SOIL SAND AND OTHER MATERIAL DEPOSITED OR EMITTED ONTO ANY RIGHT-OF-WAYS NEAR THE SITE SHALL BE REMOVED WITHIN 48 HOURS.
6. 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 IMPACT REQUIREMENTS:

1. ANY ACTIVITY INCLUDING, BUT NOT LIMITED TO: PILE DRIVING, EARTHWORK, CONSTRUCTION, SAW CUT, TRANSMIT VIBRATIONS TO SENSITIVE RECEPTORS AT OR ABOVE THE FEDERAL TRUST ADMINISTRATION (FTA) APPROXIMATE VIBRATION DAMAGE THRESHOLD OF 96 VIBRATION DECIBELS (VDB).
2. FOR ANY ACTIVITY EXCEEDING 80 VIBRATION DECIBELS (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.



PROJECT NO. 12107.01	DESIGNED BY: JAS	CHECKED BY: RLW	DATE: JULY 2024
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NO.	DATE	APPROV.	REVISION / ACTION TAKEN
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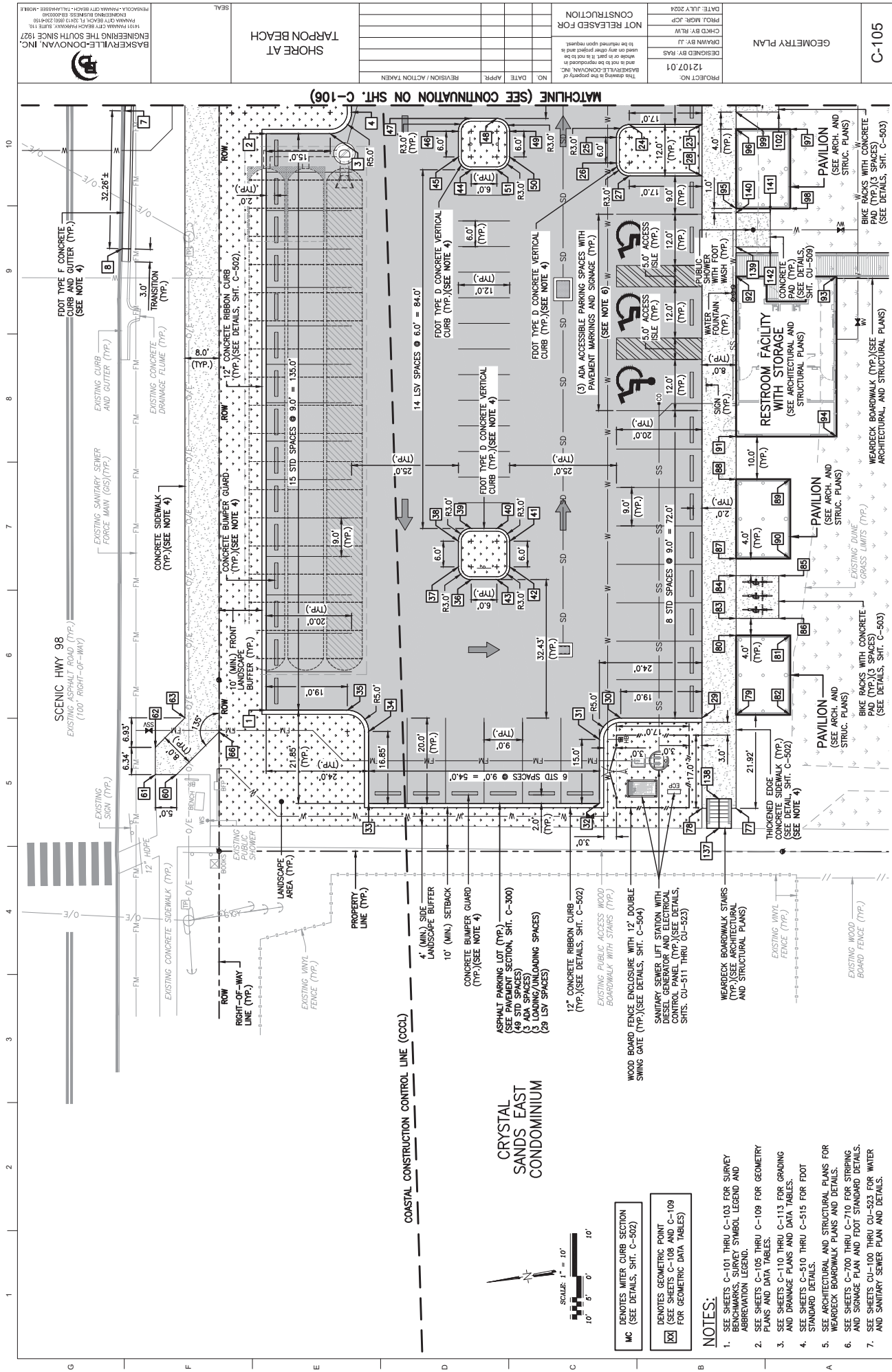
SHORE AT TARPON BEACH

BASKERVILLE CONSTRUCTION, INC. ENGINEERING THE SOUTH SINCE 1927

10000 N. HIGHWAY 98, SUITE 100, TARPON BEACH, FL 33449 (888) 234-1910

FLORIDA PROFESSIONAL ENGINEERING LICENSE NO. 12107.01

FLORIDA PROFESSIONAL SURVEYING LICENSE NO. 12107.01



\\121 Okaloosa County\12107.01 Tarpon Beach Park\CADD Drawings (DWGS and DGNS)\C-105 - C-109 - Geometry.dwg, Sep 24, 2024 - 10:13:42AM, jjohnson

FINAL PLANS - RELEASED FOR BID

C-105

GEOMETRY PLAN

PROJECT NO:
12107.01
DESIGNED BY: RAS
DRAWN BY: JJ
CHKD BY: RLW
PROJ. MGR: JCP
DATE: JULY 2024

NOT RELEASED FOR CONSTRUCTION

SHORE AT
TARPON BEACH

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
1401 PANAMA CITY BEACH PARKWAY, SUITE 110,
PANAMA CITY BEACH, FL 32413 (905) 230-6150
ENGINEERING BUSINESS: EB-0000340
PANAMA CITY BEACH - PANAMA CITY BEACH - MOBILE
PENSACOLA - PANAMA CITY BEACH - TALLAHASSEE

GEOMETRIC POINT DATA TABLE			
SYMBOL NO.	NORTHING	EASTING	DESCRIPTION
1	507554.29	1364013.59	EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
2	507534.22	1364147.09	EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
3	507519.39	1364144.86	PC/PT OF 5' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
4	507513.70	1364149.10	PC/PT OF 5' RADIUS AND 26' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
5	507534.59	1364177.33	PC/PT OF 25' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
6	507537.64	1364177.81	PC/PT OF 25' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
7	507566.14	1364157.29	PC/PT OF 25' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF CURB AND GUTTER, TIE TO EXISTING SCENIC HWY 98 ASPHALT ROAD
8	507571.53	1364125.48	FACE OF CURB AND GUTTER, TIE TO EXISTING SCENIC HWY 98 ASPHALT ROAD
9	507548.49	1364240.22	PC/PT OF 24' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF CURB AND GUTTER, TIE TO EXISTING SCENIC HWY 98 ASPHALT ROAD
10	507528.48	1364212.81	PC/PT OF 24' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
11	507527.53	1364212.67	PC/PT OF 23' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
12	507501.70	1364229.66	PC/PT OF 23' RADIUS AND 5' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
13	507505.80	1364235.85	PC/PT OF 5' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
14	507520.54	1364238.07	EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
15	507513.85	1364282.57	EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
16	507495.06	1364279.74	PC/PT OF 5' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
17	507489.38	1364283.94	PC/PT OF 5' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
18	507487.00	1364299.76	EDGE OF ASPHALT PARKING LOT FACE OF RIBBON CURB AND CONCRETE SIDEWALK
19	507433.60	1364291.73	EDGE OF ASPHALT PARKING LOT, FACE OF RIBBON CURB AND CONCRETE SIDEWALK
20	507437.37	1364266.67	PC/PT OF 5' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
21	507433.16	1364260.98	PC/PT OF 5' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
22	507414.38	1364258.15	EDGE OF ASPHALT PARKING LOT, FACE OF RIBBON CURB AND THICKENED EDGE CONCRETE SIDEWALK
23	507433.04	1364134.05	EDGE OF ASPHALT PARKING LOT, FACE OF RIBBON CURB AND THICKENED EDGE CONCRETE SIDEWALK
24	507449.85	1364136.57	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
25	507453.26	1364134.05	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
26	507454.15	1364128.12	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
27	507451.63	1364124.71	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
28	507434.82	1364122.18	EDGE OF ASPHALT PARKING LOT, FACE OF VERTICAL CURB AND THICKENED EDGE CONCRETE SIDEWALK
29	507453.70	1363996.59	EDGE OF ASPHALT PARKING LOT, FACE OF RIBBON CURB AND THICKENED EDGE CONCRETE SIDEWALK

GEOMETRIC POINT DATA TABLE			
SYMBOL NO.	NORTHING	EASTING	DESCRIPTION
30	507472.49	1363999.42	PC/PT OF 5' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
31	507476.18	1363995.22	PC/PT OF 5' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
32	507480.41	1363980.38	EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
33	507533.81	1363988.41	EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
34	507531.31	1364005.08	PC/PT OF 5' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
35	507535.51	1364010.76	PC/PT OF 5' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF RIBBON CURB
36	507502.28	1364036.69	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
37	507504.80	1364040.10	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
38	507503.91	1364046.03	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
39	507500.50	1364048.55	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
40	507494.56	1364047.66	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
41	507492.04	1364044.25	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
42	507492.94	1364038.31	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
43	507496.35	1364035.79	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
44	507488.01	1364131.62	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
45	507490.53	1364135.03	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
46	507489.64	1364140.97	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
47	507486.22	1364143.49	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
48	507480.29	1364142.59	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
49	507477.77	1364138.18	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
50	507476.66	1364133.25	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
51	507482.08	1364130.73	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
52	507472.84	1364232.49	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
53	507475.36	1364235.90	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
54	507474.47	1364241.83	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
55	507471.06	1364244.35	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
56	507465.12	1364243.46	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
57	507462.60	1364240.05	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
58	507463.50	1364234.11	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
59	507466.91	1364231.59	PC/PT OF 3' RADIUS FOR EDGE OF ASPHALT PARKING LOT AND FACE OF VERTICAL CURB
60	507577.26	1364001.79	CONCRETE SIDEWALK, TIE TO EXISTING CONCRETE SIDEWALK
61	507582.18	1364002.55	CONCRETE SIDEWALK, TIE TO EXISTING CONCRETE SIDEWALK
62	507581.24	1364008.80	CONCRETE SIDEWALK

GEOMETRIC POINT DATA TABLE			
SYMBOL NO.	NORTHING	EASTING	DESCRIPTION
63	507573.35	1364014.63	CONCRETE SIDEWALK
64	507548.94	1364176.97	EDGE OF ASPHALT PARKING LOT, FACE OF CURB AND GUTTER AND CONCRETE SIDEWALK
65	507540.68	1364178.09	EDGE OF ASPHALT PARKING LOT, FACE OF CURB AND GUTTER AND CONCRETE SIDEWALK
66	507565.93	1364010.16	CONCRETE SIDEWALK
67	507535.15	1364214.88	EDGE OF ASPHALT PARKING LOT, FACE OF RIBBON CURB AND CONCRETE SIDEWALK
68	507542.43	1364220.27	EDGE OF ASPHALT PARKING LOT, FACE OF RIBBON CURB AND CONCRETE SIDEWALK
69	507527.47	1364319.76	CONCRETE SIDEWALK, TIE TO EXISTING CONCRETE SIDEWALK
70	507521.97	1364318.94	CONCRETE SIDEWALK, TIE TO EXISTING CONCRETE SIDEWALK
71	507519.56	1364318.57	CONCRETE SIDEWALK
72	507521.61	1364304.97	CONCRETE SIDEWALK
73	507520.42	1364312.88	CONCRETE SIDEWALK
74	507408.67	1364296.08	CONCRETE SIDEWALK AND THICKENED EDGE CONCRETE SIDEWALK
75	507400.76	1364294.89	THICKENED EDGE CONCRETE SIDEWALK
76	507409.86	1364288.17	CONCRETE SIDEWALK AND THICKENED EDGE CONCRETE SIDEWALK
77	507448.94	1363974.49	THICKENED EDGE CONCRETE SIDEWALK
78	507456.85	1363975.68	THICKENED EDGE CONCRETE SIDEWALK
79	507445.68	1363996.16	PAVILION AND THICKENED EDGE CONCRETE SIDEWALK
80	507442.92	1364014.54	PAVILION AND THICKENED EDGE CONCRETE SIDEWALK
81	507430.39	1364012.66	PAVILION
82	507433.15	1363994.28	PAVILION
83	507442.32	1364018.49	BIKE RACK CONCRETE PAD AND THICKENED EDGE CONCRETE SIDEWALK
84	507440.83	1364028.38	BIKE RACK CONCRETE PAD AND THICKENED EDGE CONCRETE SIDEWALK
85	507430.95	1364026.90	BIKE RACK CONCRETE PAD
86	507432.43	1364017.01	PAVILION AND THICKENED EDGE CONCRETE SIDEWALK
87	507440.24	1364032.34	PAVILION AND THICKENED EDGE CONCRETE SIDEWALK
88	507437.48	1364050.72	PAVILION AND THICKENED EDGE CONCRETE SIDEWALK
89	507424.95	1364048.83	PAVILION
90	507427.71	1364030.46	PAVILION
91	507435.99	1364060.60	RESTROOM FACILITY AND THICKENED EDGE CONCRETE SIDEWALK
92	507430.42	1364097.68	RESTROOM FACILITY, THICKENED EDGE CONCRETE SIDEWALK AND WEARDECK BOARDWALK
93	507407.19	1364094.18	RESTROOM FACILITY AND WEARDECK BOARDWALK
94	507412.76	1364057.11	RESTROOM FACILITY
95	507428.05	1364113.42	PAVILION AND THICKENED EDGE CONCRETE SIDEWALK
96	507425.29	1364131.79	PAVILION AND THICKENED EDGE CONCRETE SIDEWALK
97	507412.76	1364129.91	PAVILION
98	507415.52	1364111.53	PAVILION
99	507424.69	1364135.75	BIKE RACK CONCRETE PAD AND THICKENED EDGE CONCRETE SIDEWALK
100	507423.20	1364145.64	BIKE RACK CONCRETE PAD AND THICKENED EDGE CONCRETE SIDEWALK
101	507413.31	1364144.15	BIKE RACK CONCRETE PAD
102	507414.80	1364134.26	BIKE RACK CONCRETE PAD

(SEE SHEET C-109 FOR CONTINUATION)

C-108

GEOMETRIC DATA TABLES

PROJECT NO.	12107.01
DESIGNED BY: RAS	
CHECKED BY: RLW	
PROJ. MGR: JCP	
DATE: JULY 2024	

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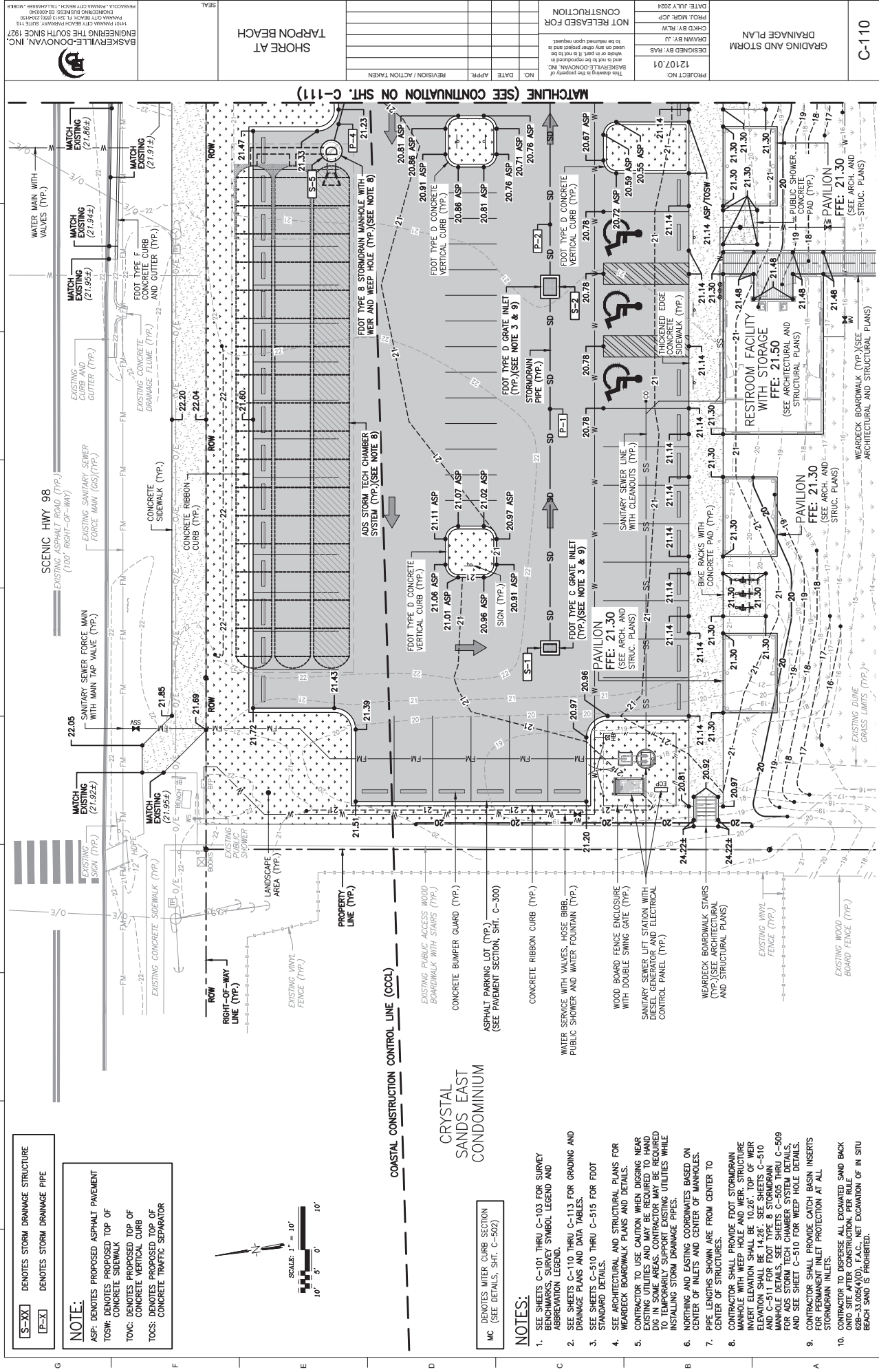
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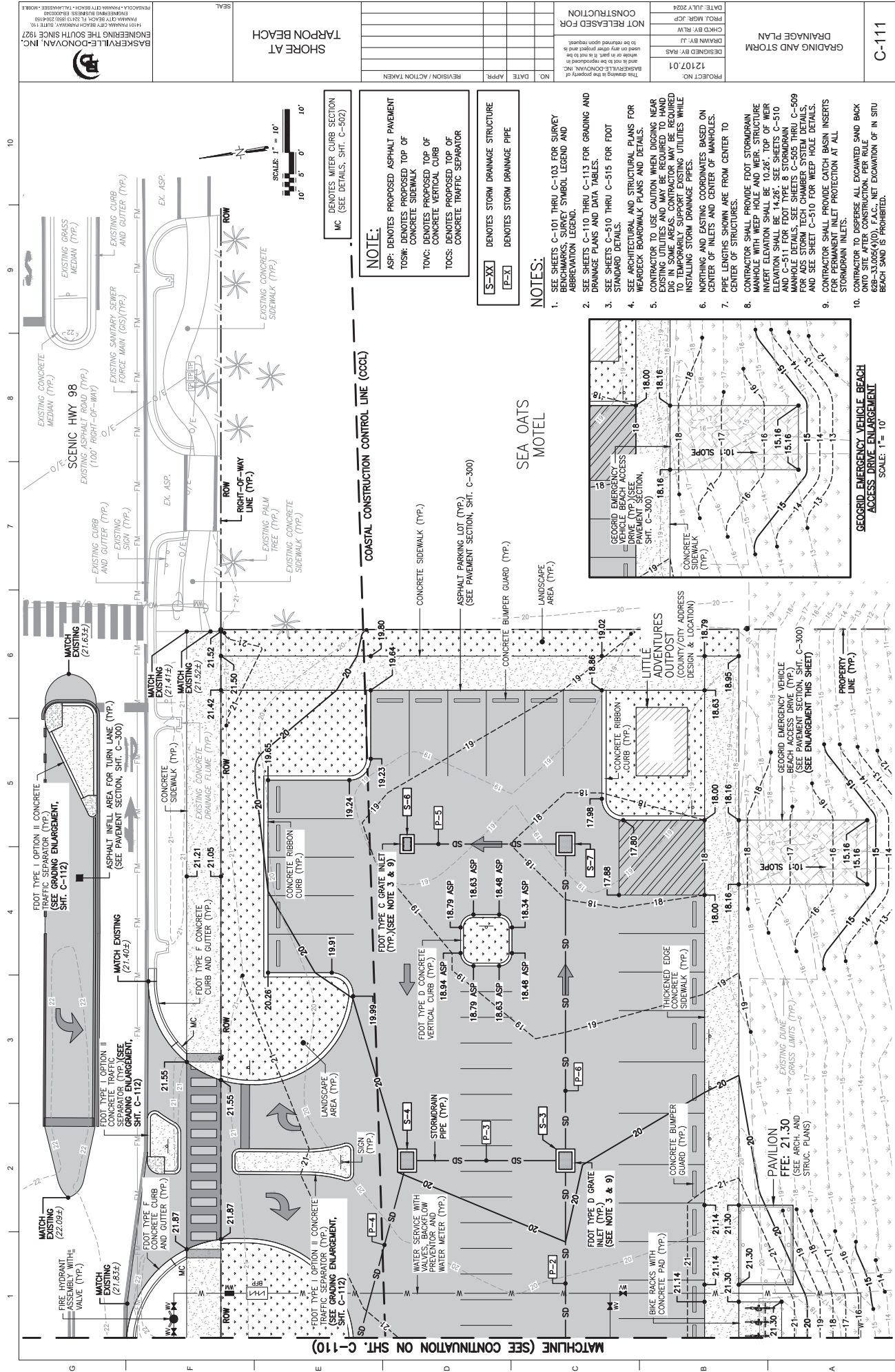
TARPON BEACH SHORE AT

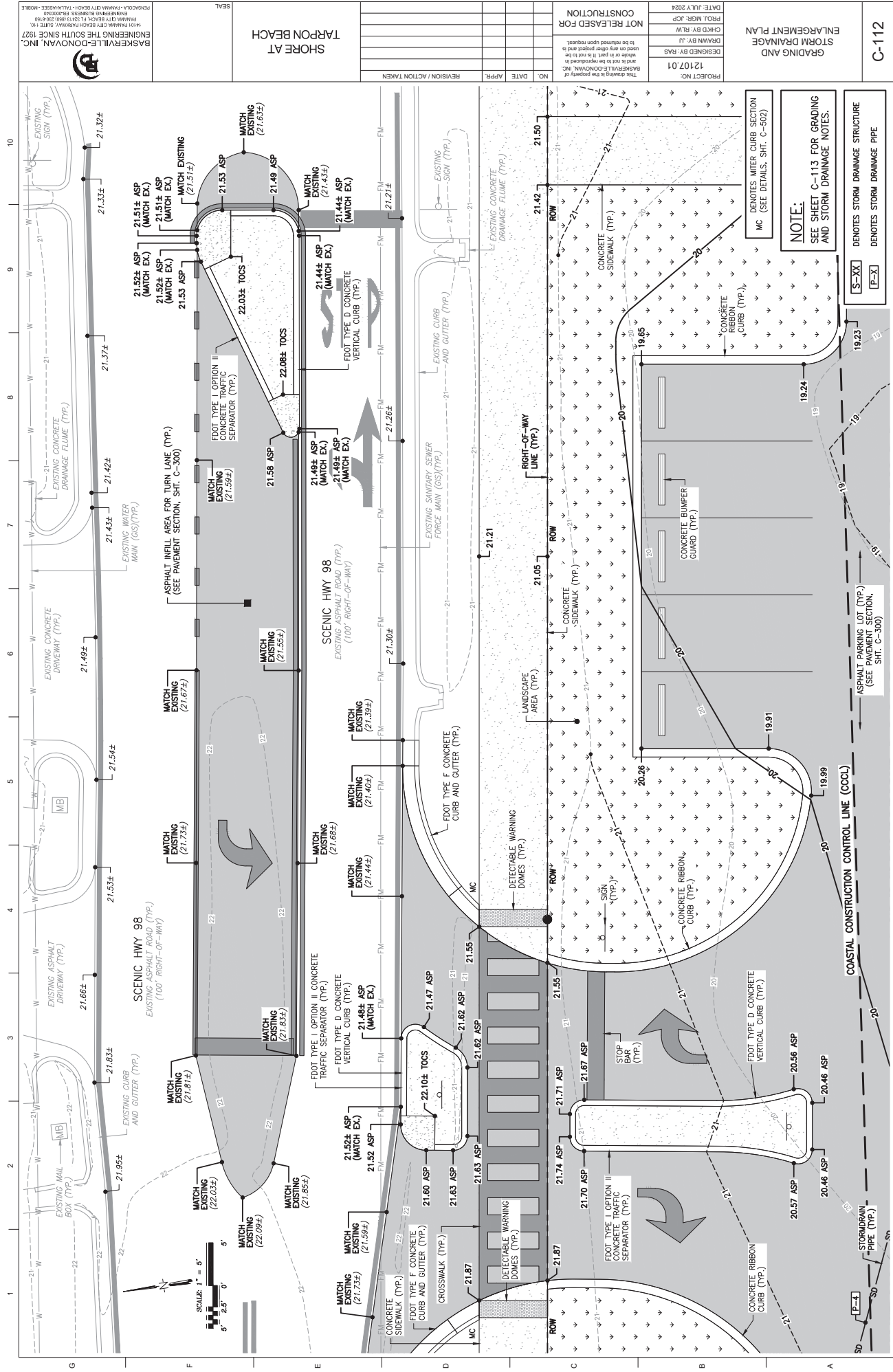


BASKERVILLE-DONOVAN, INC.
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FINAL PLANS - RELEASED FOR BIDDING





1 2 3 4 5 6 7 8 9 10

G

F

E

D

C

B

A

NOTES:

- SEE SHEETS C-101 THRU C-103 FOR SURVEY BENCHMARKS, SURVEY SYMBOL LEGEND AND ABBREVIATION LEGEND.
- SEE SHEETS C-110 THRU C-113 FOR GRADING AND DRAINAGE PLANS AND DATA TABLES.
- SEE SHEETS C-510 THRU C-515 FOR FDOT STANDARD DETAILS.
- SEE ARCHITECTURAL AND STRUCTURAL PLANS FOR WEARDECK BOARDWALK PLANS AND DETAILS.
- CONTRACTOR TO USE CAUTION WHEN DIGGING NEAR EXISTING UTILITIES AND TO PROTECT EXISTING UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING STORM DRAINAGE PIPES.
- NORTHING AND EASTING COORDINATES BASED ON CENTER OF INLETS AND CENTER OF MANHOLES.
- PIPE LENGTHS SHOWN ARE FROM CENTER TO CENTER OF STRUCTURES.
- CONTRACTOR SHALL PROVIDE FDOT STORMDRAIN MANHOLE WITH WEEP PIPE AND WEIR. STRUCTURE INVERT ELEVATION SHALL BE 0.26' TOP OF FDOT TYPE 8 STORMDRAIN MANHOLE DETAILS. SEE SHEETS C-505 THRU C-509 FOR ADS STORM TECH CHAMBER SYSTEM DETAILS, AND SEE SHEET C-510 FOR WEEP HOLE DETAILS.
- CONTRACTOR SHALL PROVIDE CATCH BASIN INSERTS FOR PERMANENT INLET PROTECTION AT ALL STORMDRAIN INLETS.
- TOVC - DENOTES PROPOSED TOP OF CONCRETE VERTICAL CURB.
- TOSW - DENOTES PROPOSED TOP OF CONCRETE SIDEWALK.
- TOWS - DENOTES PROPOSED TOP OF CONCRETE TRAFFIC SEPARATOR.
- TOWB - DENOTES PROPOSED TOP OF WEARDECK BOARDWALK.
- ASP - DENOTES PROPOSED ASPHALT PAVEMENT.

[S-XX] DENOTES STORM DRAINAGE STRUCTURE (SEE TABLE FOR TYPE AND LOCATION)

[P-X] DENOTES STORM DRAINAGE PIPE (SEE TABLE FOR SIZE, TYPE AND LENGTH)

STORM DRAINAGE PIPE DATA TABLE									
PIPE NO.	SIZE [P-XX]	TYPE	LENGTH (FT)	SLOPE (%)	INV. US (FT)	INV. DS (FT)	PIPE CLASS		
P-1	15	RCP	84.50	0.50	16.18	15.76	III		
P-2	18	RCP	84.50	0.50	15.76	15.34	III		
P-3	24	RCP	37.00	0.50	12.76	12.58	III		
P-4	24	RCP	54.57	0.59	12.58	12.26	III		
P-5	15	RCP	37.00	0.50	13.32	13.13	III		
P-6	18	RCP	74.00	0.50	13.13	12.76	III		

INV. US - DENOTES INVERT UP STREAM
INV. DS - DENOTES INVERT DOWN STREAM
RCP - DENOTES REINFORCED CONCRETE PIPE

STORM DRAINAGE STRUCTURE DATA TABLE									
STRUCTURE NO. [S-XX]	TYPE	NORTHING	EASTING	TOP (T); GRATE (G);	NORTH INV. (FT)	SOUTH INV. (FT)	WEST INV. (FT)	EAST INV. (FT)	
S-1	FDOT TYPE C GRATE INLET	507483.47	1364017.17	(G) 20.68	-	-	-	16.18 (P-1)	
S-2	FDOT TYPE D GRATE INLET	507470.91	1364100.73	(G) 20.31	-	-	15.76 (P-1)	15.76 (P-2)	
S-3	FDOT TYPE D GRATE INLET	507458.35	1364184.29	(G) 19.91	12.76 (P-3)	-	15.34 (P-2)	12.76 (P-6)	
S-4	FDOT TYPE D GRATE INLET	507494.94	1364189.80	(G) 19.99	-	12.58 (P-3)	12.58 (P-4)	-	
S-5 (SEE NOTE 8)	FDOT TYPE 8 STORMDRAIN MANHOLE WITH WEEP HOLE AND WEIR	507516.78	1364139.79	(T) 21.33±	12.26 (ADS)	-	12.26 (ADS)	12.26 (P-4)	
S-6	FDOT TYPE C GRATE INLET	507483.93	1364262.97	(G) 18.75	-	-	-	-	
S-7	FDOT TYPE D GRATE INLET	507447.34	1364257.47	(G) 17.63	13.13 (P-5)	-	13.13 (P-6)	-	

ADS - DENOTES ADVANCED DRAINAGE SYSTEM (ADS) PIPES FOR ADS STORM TECH CHAMBER SYSTEM. SEE DETAILS. SHTS. C-505 THRU C-509.

STORM DRAINAGE DATA
TABLES AND NOTES

C-113

PROJECT NO: 12107.01
DESIGNED BY: RAS
DRAWN BY: JJ
CHECKED BY: RLW
DATE: JULY 2024

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SHORE AT
TARPON BEACH

SEAL



BAKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
1401 TAMPA CITY BEACH PARKWAY, SUITE 10,
TAMPA CITY BEACH, FL 33613 (813) 201-1810
PENSACOLA - TAMPA CITY BEACH - TALLAHASSEE - MOBILE

GENERAL NOTES:

1. ASPHALT (FLEXIBLE PAVEMENT) SHALL BE SP 12.5 SUPER PAVE WITH REINFORCING FIBER (1LB/TON).

NOTES TO CONTRACTOR:

1. IN THE AREAS OF NEW PAVEMENTS WHERE THERE ARE NO EXISTING PAVEMENTS; CUT AND FILL MUST BE CONSIDERED. VOLUMES OF EARTHWORK MATERIAL TO BE CUT OR FILLED IN THESE AREAS ARE BASED ON NEW PAVEMENT, BASE COURSE AND COMPACTED SUBGRADE REQUIREMENTS. IF THE AREA IS NOT TO BE PAVED, THEN THE VOLUME OF EARTHWORK MATERIAL TO BE CUT OR FILLED IN THESE AREAS WILL BE BASED ON THE EXISTING PAVEMENT, BASE COURSE AND COMPACTED SUBGRADE REQUIREMENTS. THE STRUCTURE INCLUDING THE COMPACTED SUBGRADE IF THE AREA IS IN FILL (BASED ON THE PROFILES AND FINISHED GRADES SHOWN) ADDITIONAL EXCAVATION MAYBE NECESSARY TO REACH THE REQUIRED DEPTH FOR THE NEW PAVEMENT STRUCTURE UNDERCUT REQUIREMENT(S).

NOTES TO CONTRACTOR:

PRIME COAT

ASPHALT (FLEXIBLE PAVEMENT)
(SEE GENERAL NOTE 1)

GRADED CRUSHED AGGREGATE BASE COURSE
(COMPACT TO 100% OF MAXIMUM DRY DENSITY
PER ASTM D-1557, MINIMUM CBR 100)

SELECT FILL
(COMPACT TO 95% OF MAXIMUM DRY DENSITY
FOR COHESIONLESS SOILS PER ASTM D-1557)
(COMPACT IN PLACE)

SUBGRADE
(COMPACT TO 95% OF MAXIMUM DRY DENSITY
FOR COHESIONLESS SOILS PER ASTM D-1557)
(COMPACT IN PLACE)

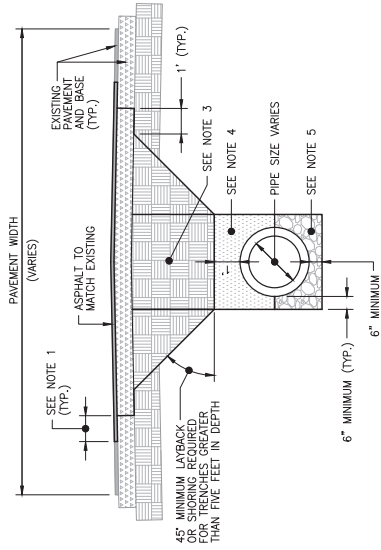
2"
8"
VARIES
12"

N.T.S.



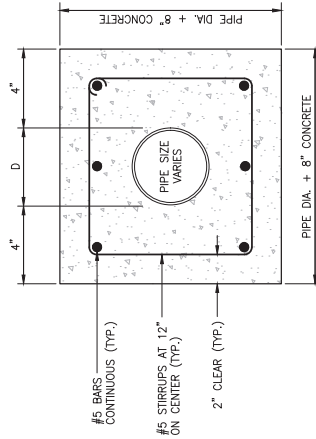
1. SEE TRUEGRIDPAVER.COM FOR MATERIAL AND INSTALLATION GUIDELINES (TRUEGRID PAVERS BASIS OF DESIGN OR APPROVED EQUAL).

I:\21 Okaloosa County\12107.01 Torpon Beach Park\CADD Drawings (DWGS and DGNs)\C-300 - Pavement Sections.dwg, Sep 25, 2024 - 8:42:28AM, jjonsson

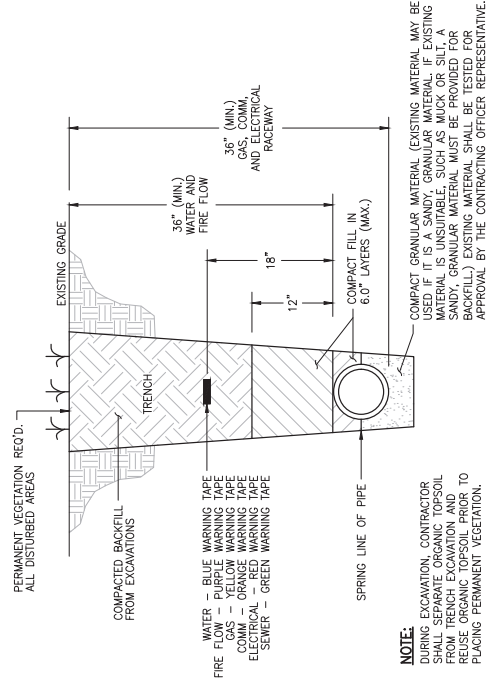


OPEN CUT ROADWAY PATCH DETAIL

N.T.S.



- NOTES:**
1. ALL ENCASEMENTS SHALL EXTEND 3 FEET BEYOND THE EDGE OF ALL ASPHALT SHOULDERS.
 2. FOR PIPE LESS THAN 6" Ø, ADJUST DIMENSIONS OF ENCASEMENT TO ENSURE A MINIMUM OF 4" OF CONCRETE ON ALL SIDES OF PIPE.



REINFORCED CONCRETE ENCASEMENT DETAIL

N.T.S.

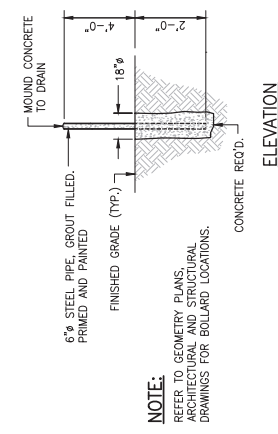
TYPICAL PIPE BEDDING
NON-PAVED AREAS

N.T.S.

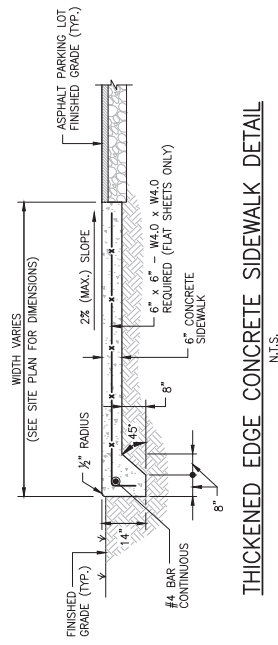
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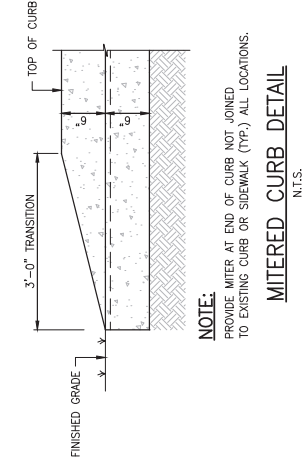
G F E D C B A



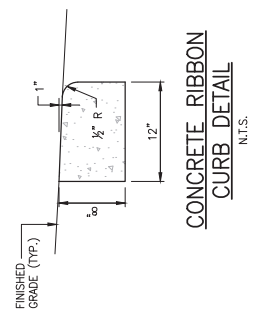
PIPE BOLLARD DETAILS
N.T.S.



THICKENED EDGE CONCRETE SIDEWALK DETAIL
N.T.S.



MITERED CURB DETAIL
N.T.S.



CONCRETE RIBBON
CURB DETAIL
N.T.S.

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

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PALMVIEW CITY BEACH, FL 32410 (850) 233-1110
FINGERBUSH SQUARES - BUILDING 100
PALMVIEW CITY BEACH - PALMVIEWEE - JOHNSON

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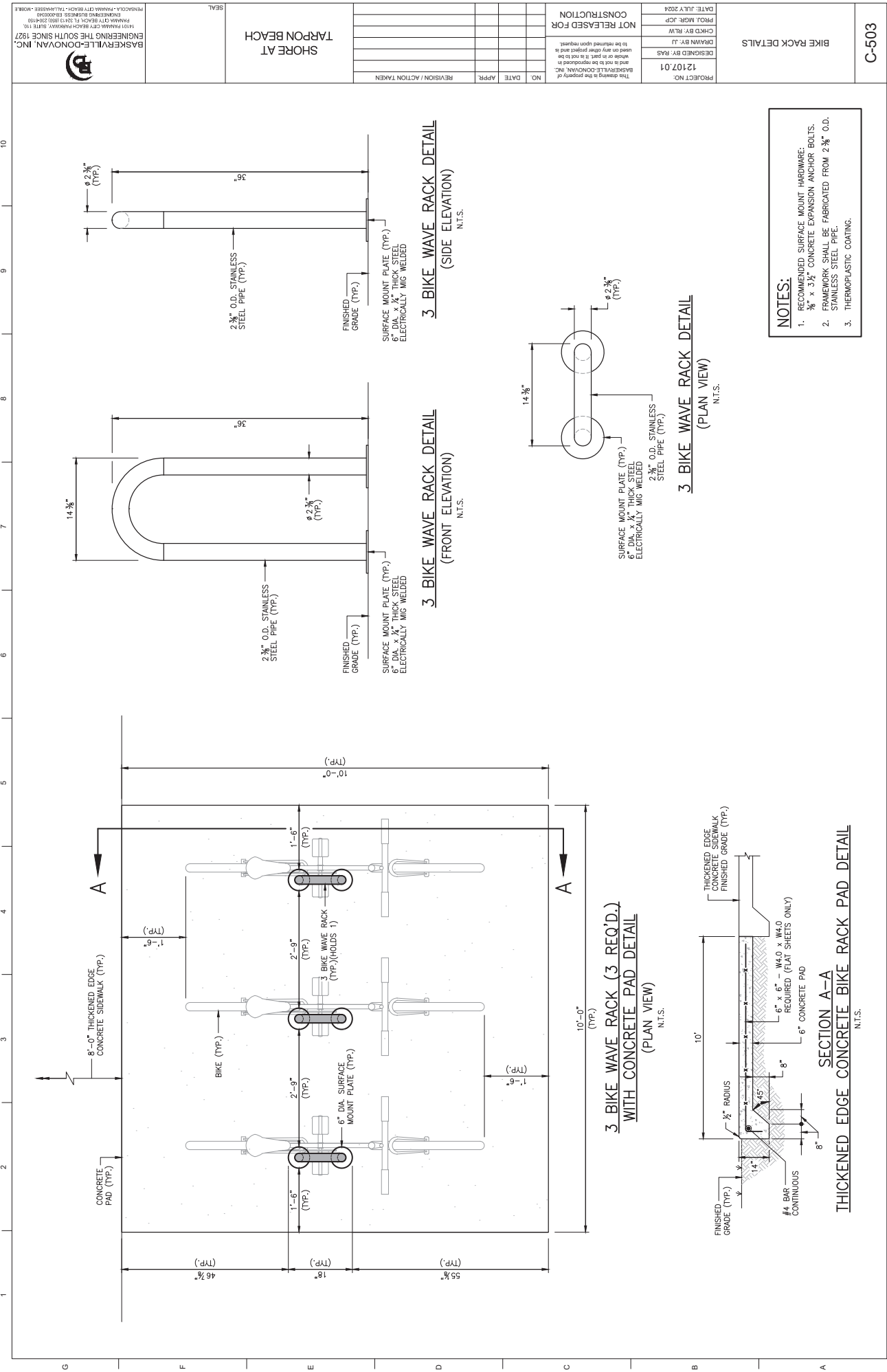
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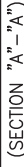
PROJECT NO.:
12107.01

DESIGNED BY: MAS
DRAWN BY: JJ
CHECKED BY: RLW
DATE: JULY 2024

MISCELLANEOUS DETAILS

C-502





SHADOW BOX STYLE – WOOD BOARD FENCE DETAIL
(SECTION "A" – "A")

1 2 3 4 5 6 7 8 9 10

NOTE:
THE BASIS OF DESIGN FOR THE UNDERGROUND STORMWATER DETENTION SYSTEM IS THE ADS MC-7200 STORMTECH CHAMBER SYSTEM. IF A DIFFERENT UNDERGROUND STORMWATER DETENTION SYSTEM IS SELECTED, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THE OVERALL FUNCTION OF THE SYSTEM.



TARPON BEACH PARK DESTIN, FL

MC-7200 STORMTECH CHAMBER SPECIFICATIONS

1. CHAMBERS SHALL BE STORMTECH MC-7200.
2. CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.
3. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 60x101.
4. CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
5. THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
6. CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787. "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (E MINIMUM) DESIGN TRUCK LIVE LOAD COMBINED WITH COVER 2) MAXIMUM PERMANENT (75-YR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARKED (H-VEEN) AASHTO DESIGN TRUCK.
7. REQUIREMENTS FOR HANDLING AND INSTALLATION:
 - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STAKING LUGS.
 - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
 - ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION. a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 45,000 FT⁴. b) THE ARCH STIFFNESS SHALL BE GREATER THAN OR EQUAL TO 1.05 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD. THE MINIMUM REQUIRED BY ASTM F2787 AND BY SECTIONS 3 AND 12.12 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.
 - THE TEST DERIVED CREEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS FOR DESIGN.
8. ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
 - THE STRUCTURAL EVALUATION SHALL BE SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
 - THE EVALUATION SHALL BE FOR A PERMANENT DEAD LOAD GREATER THAN OR EQUAL TO 1.05 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD.
 - EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS FOR DESIGN.
9. CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF MC-7200 CHAMBER SYSTEM

1. STORMTECH MC-7200 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
2. STORMTECH MC-7200 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-7200 CONSTRUCTION GUIDE".
3. CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
 - STONESHOOTER LOCATED OFF THE CHAMBER BED.
 - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
 - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
4. THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
5. JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
6. MAINTAIN MINIMUM - 9" (230 mm) SPACING BETWEEN THE CHAMBER ROWS.
7. INLET AND OUTLET MANIFOLDS MUST BE INSERTED A MINIMUM OF 12" (300 mm) INTO CHAMBER END CAPS.
8. EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE MEETING THE AASHTO M43 DESIGNATION OF #3 OR #4.
9. STONE SHALL BE BROUGHT UP EVENLY AROUND CHAMBERS SO AS NOT TO DISTORT THE CHAMBER SHAPE. STONE DEPTHS SHOULD NEVER DIFFER BY MORE THAN 12" (300 mm) BETWEEN ADJACENT CHAMBER ROWS.
10. STONE MUST BE PLACED ON THE TOP CENTER OF THE CHAMBER TO ANCHOR THE CHAMBERS IN PLACE AND PRESERVE ROW SPACING.
11. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIAL BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
12. ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

NOTES FOR CONSTRUCTION EQUIPMENT

1. STORMTECH MC-7200 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-7200 CONSTRUCTION GUIDE".
 2. THE USE OF EQUIPMENT OVER MC-7200 CHAMBERS IS LIMITED:
 - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
 - NO RUBBER TIERED LOADER, DUMP TRUCK, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-7200 CONSTRUCTION GUIDE".
 - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH MC-7200 CONSTRUCTION GUIDE".
 3. FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.
- USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY USING THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.**
- CONTACT STORMTECH AT 1-888-892-2894 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.

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SEAL

SHORE AT
TARPON BEACH

NO.	DATE	APPR.	REVISION / ACTION TAKEN

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PROJECT NO.:
12107.01
DESIGNED BY: RAS
CHECKED BY: RLW
PROJECT MGR: JCP
DATE: JULY 2024

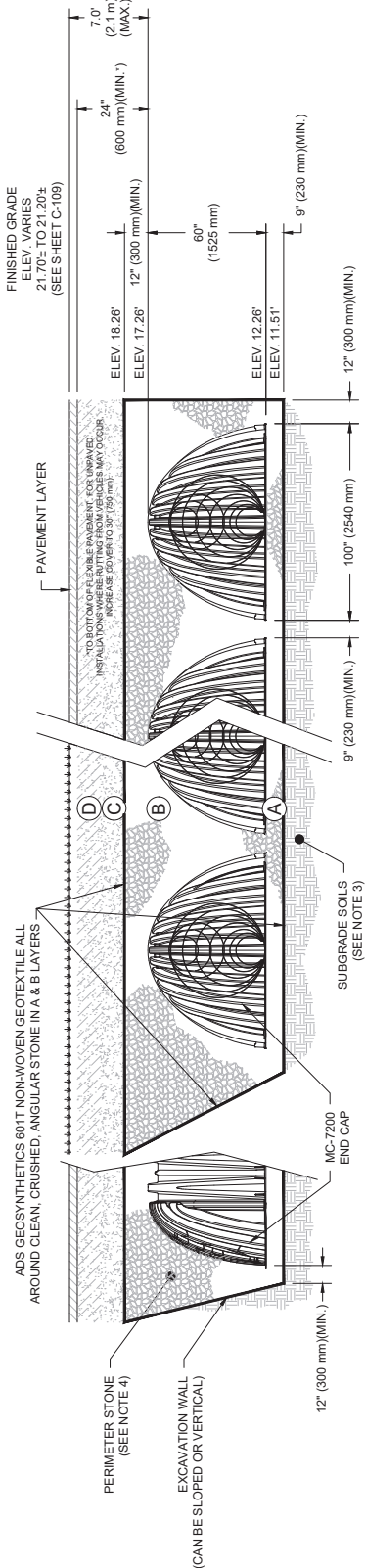
CHAMBER SYSTEM NOTES
ADS STORM TECH

C-505

ACCEPTABLE FILL MATERIALS: STORMTECH MC-7200 CHAMBER SYSTEMS

MATERIAL LOCATION		DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D		FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER.	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C		INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B		EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	NO COMPACTION REQUIRED.
A		FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. 2,3

- PLEASE NOTE:
- THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
 - STORMTECH CHAMBER REQUIREMENTS ARE MET FOR ALL LOCATIONS MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) MAX LIFTS USING A VIBRATORY COMPACTOR. WHERE THE REQUIREMENTS MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
 - ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.



NOTES:

- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418. *STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS* CHAMBER CLASSIFICATION 60x101
- MC-7200 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
- PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
- REQUIREMENTS FOR HANDLING AND INSTALLATION:
 - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL INTERLOCKING STACKING LUGS.
 - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
 - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 450 LBS/FT³. THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.



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C-507

CHAMBER SYSTEM DETAILS

PROJECT NO.	12107.01
DESIGNED BY: RAS	BASKERVILLE-DONOVAN, INC.
DRAWN BY: JJ	
CHD BY: RLW	
PROJ. MGR: JCP	
DATE: JULY 2024	

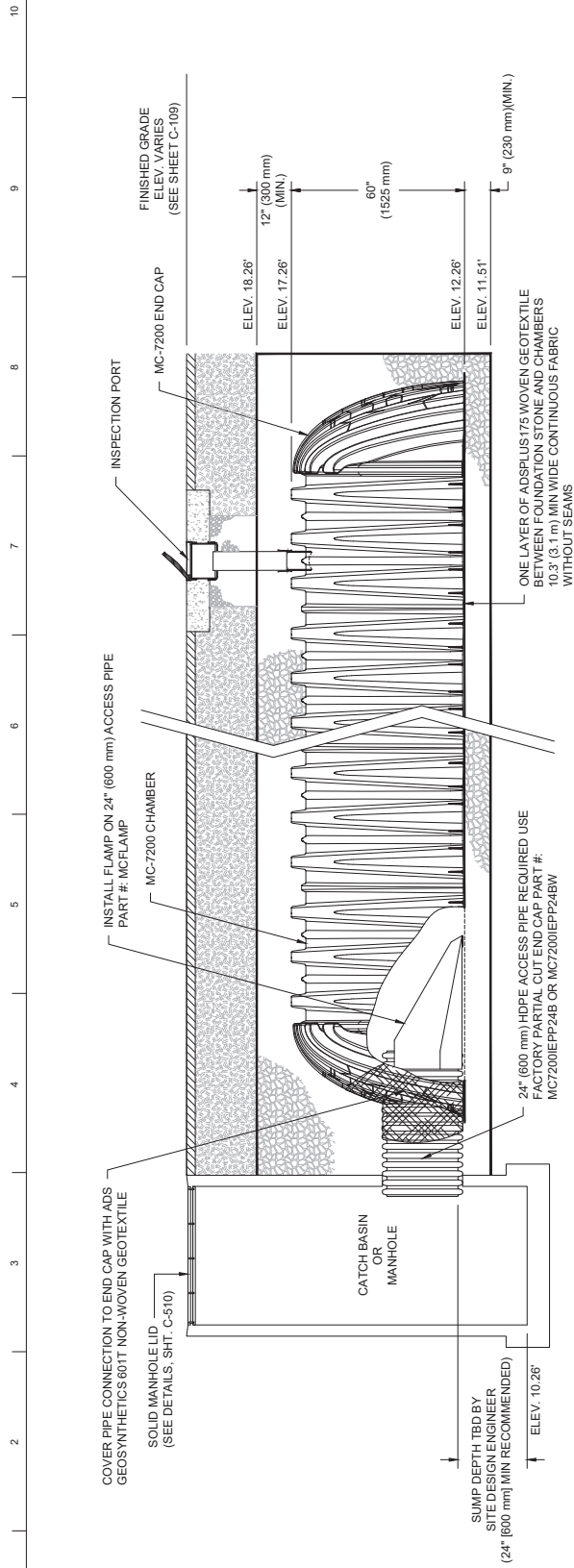
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NO.	DATE	APPR.	REVISION / ACTION TAKEN

SHORE AT
TARPON BEACH



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10000 TAMPA CITY BEACH FL 33613 (800) 234-1110
PUNING OFFICES: TAMPA, FL
PUNING OFFICES: TAMPA, FL
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MC-7200 ISOLATOR ROW PLUS DETAIL

INSPECTION & MAINTENANCE

- | | |
|---------|--|
| STEP 1) | <p>INSPECT ISOLATOR ROW PLUS FOR SEDIMENT</p> <p>A. INSPECTION PORTS</p> <ul style="list-style-type: none"> A.1. REMOVE OPEN LID ON NYLOPLAST INLINE DRAIN A.2. REMOVE AND CLEAN FLEXPORT FILTER IF INSTALLED A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG A.4. LOWER A CAMERA INTO ISOLATOR ROW PLUS FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL) A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3. <p>B. ALL OTHERS</p> <ul style="list-style-type: none"> B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW PLUS B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW PLUS THROUGH OUTLET PIPE <ul style="list-style-type: none"> i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3. |
| STEP 2) | <p>CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCESS</p> <ul style="list-style-type: none"> A. A FIXED CULTIVET CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1:1 m) OR MORE IS PREFERRED B. A FLEXIBLE PIPE WITH A 1/2" (12.7 mm) JETVAC NOZZLE BACKFLUSH WATER IS CLEAN C. VACUUM WARE SUMP, AS REQUIRED |
| STEP 3) | <p>REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.</p> |
| STEP 4) | <p>INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.</p> |

NOTES

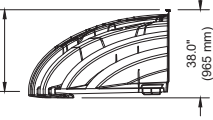
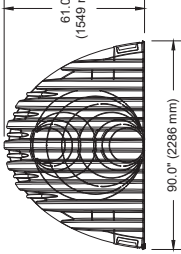
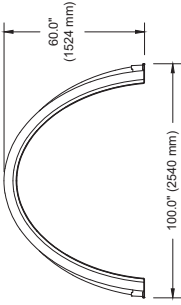
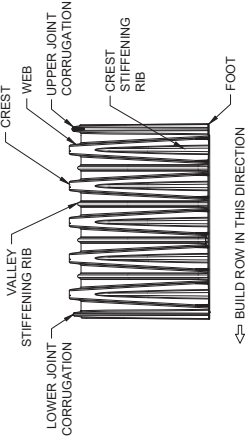
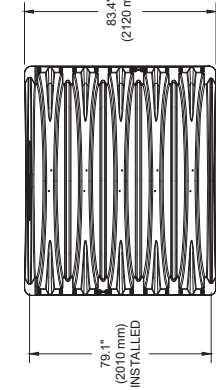
1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

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PROJECT NO.: 12107 01 DESIGNED BY: RAS CHECKED BY: RLW PROJECT MGR.: JCP DATE: JULY 2024		NOT RELEASED FOR CONSTRUCTION TO BE RETURNED UPON REQUEST	
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1 2 3 4 5 6 7 8 9 10



NOMINAL CHAMBER SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)
CHAMBER STORAGE
MINIMUM INSTALLED STORAGE*
WEIGHT (NOMINAL)

NOMINAL END CAP SPECIFICATIONS

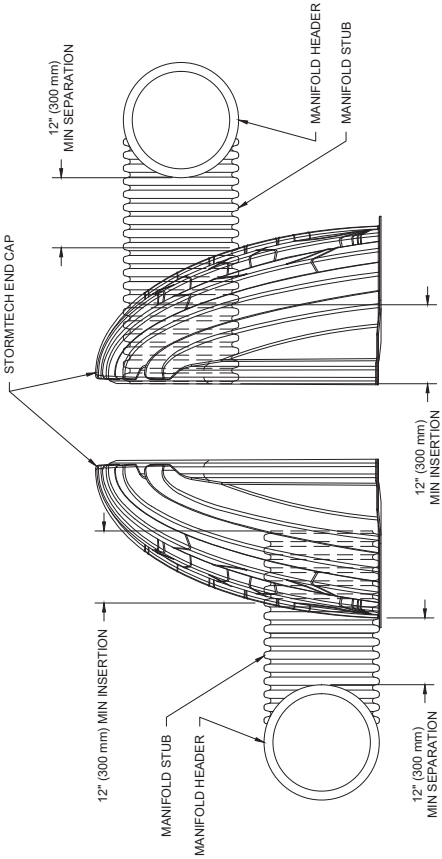
SIZE (W X H X INSTALLED LENGTH)
END CAP STORAGE
MINIMUM INSTALLED STORAGE*
WEIGHT (NOMINAL)

*ASSUMES 12" (305 mm) STONE ABOVE, 9" (229 mm) STONE FOUNDATION AND BETWEEN CHAMBERS, 12" (305 mm) STONE PERIMETER IN FRONT OF END CAPS AND 40% STONE POROSITY.

PARTIAL CUT HOLES AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"

PARTIAL CUT HOLES AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"

END CAPS WITH A PREFABRICATED WELDED STUB END WITH "W"



NOTE: MANIFOLD STUB MUST BE LAID HORIZONTAL FOR A PROPER FIT IN END CAP OPENING.

MC-SERIES END CAP INSERTION DETAIL

NTS

PART #	STUB	B	C
MC7200IEPP06T	6" (150 mm)	42.54" (1081 mm)	---
MC7200IEPP06B	6" (150 mm)	---	0.86" (22 mm)
MC7200IEPP08T	8" (200 mm)	40.50" (1029 mm)	---
MC7200IEPP08B	8" (200 mm)	---	1.01" (26 mm)
MC7200IEPP10T	10" (250 mm)	38.37" (975 mm)	---
MC7200IEPP10B	10" (250 mm)	---	1.33" (34 mm)
MC7200IEPP12T	12" (300 mm)	35.69" (907 mm)	---
MC7200IEPP12B	12" (300 mm)	---	1.55" (39 mm)
MC7200IEPP15T	15" (375 mm)	32.72" (831 mm)	---
MC7200IEPP15B	15" (375 mm)	---	1.70" (43 mm)
MC7200IEPP18T	18" (450 mm)	29.36" (746 mm)	---
MC7200IEPP18TW	18" (450 mm)	---	---
MC7200IEPP18B	18" (450 mm)	---	1.97" (50 mm)
MC7200IEPP18BW	18" (450 mm)	---	---
MC7200IEPP24T	24" (600 mm)	23.05" (585 mm)	---
MC7200IEPP24TW	24" (600 mm)	---	---
MC7200IEPP24B	24" (600 mm)	---	2.26" (57 mm)
MC7200IEPP24BW	24" (600 mm)	---	---
MC7200IEPP30BW	30" (750 mm)	---	2.95" (75 mm)
MC7200IEPP36BW	36" (900 mm)	---	3.25" (83 mm)
MC7200IEPP42BW	42" (1050 mm)	---	3.55" (90 mm)

NOTE: ALL DIMENSIONS ARE NOMINAL

MC-7200 TECHNICAL SPECIFICATION

NTS

CHAMBER SYSTEM DETAILS

PROJECT NO.: 12107.01
DESIGNED BY: FMS
CHECKED BY: RLW
DATE: JULY 2024

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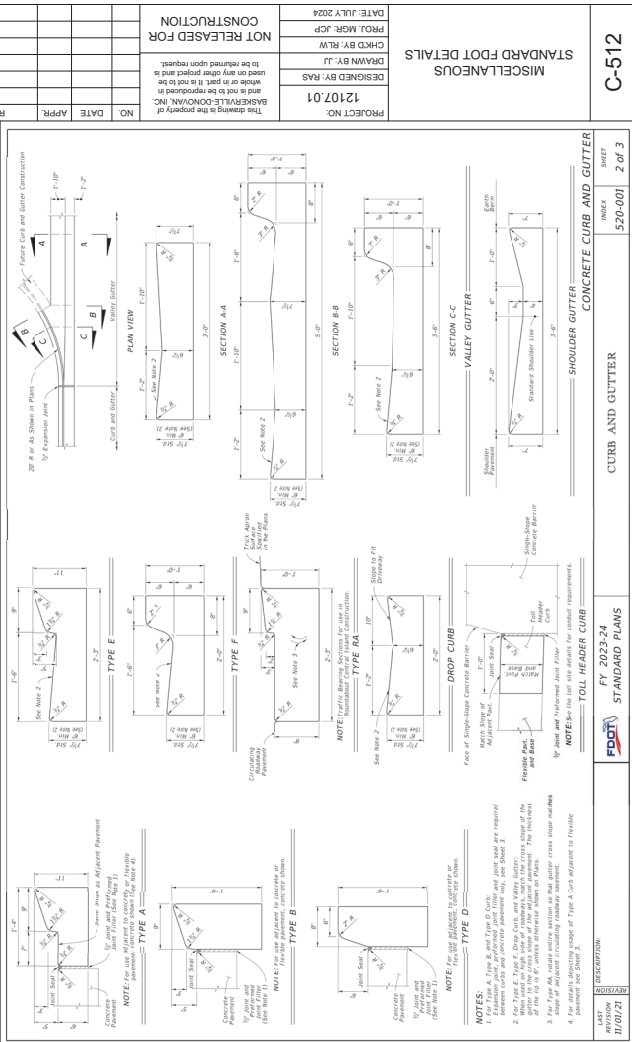
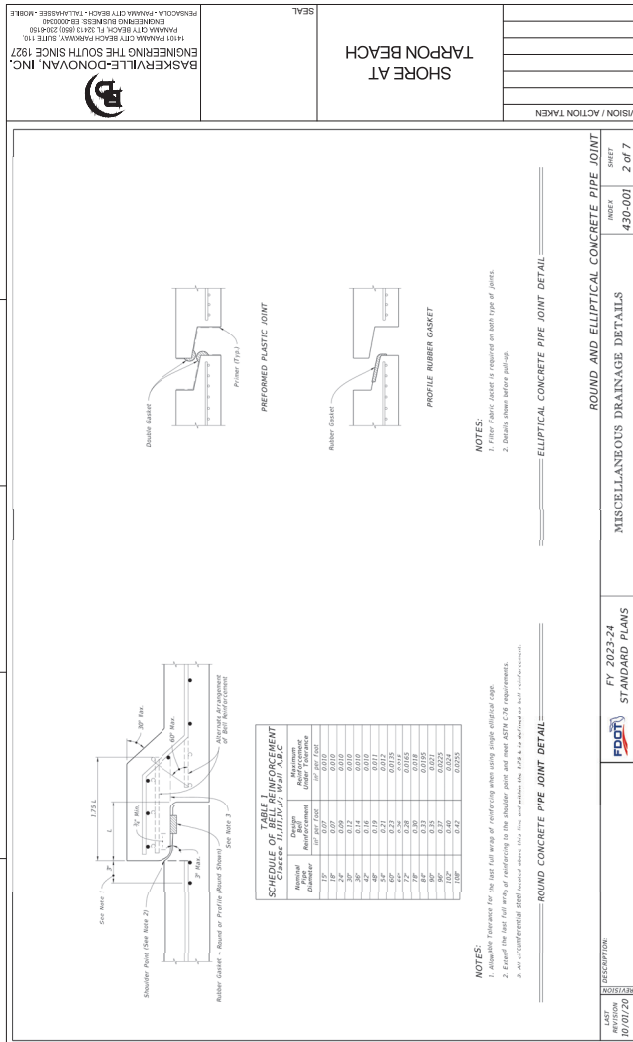
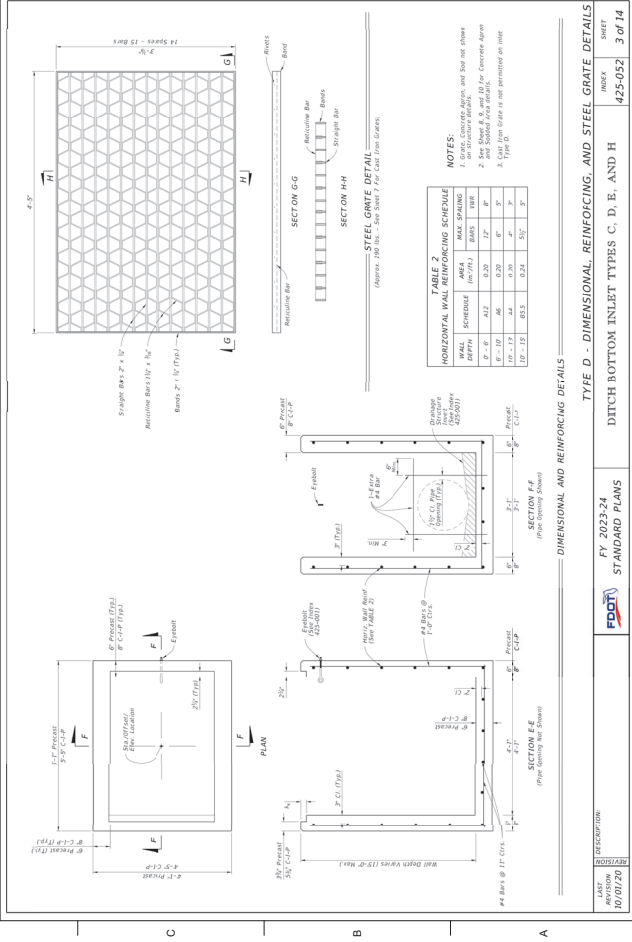
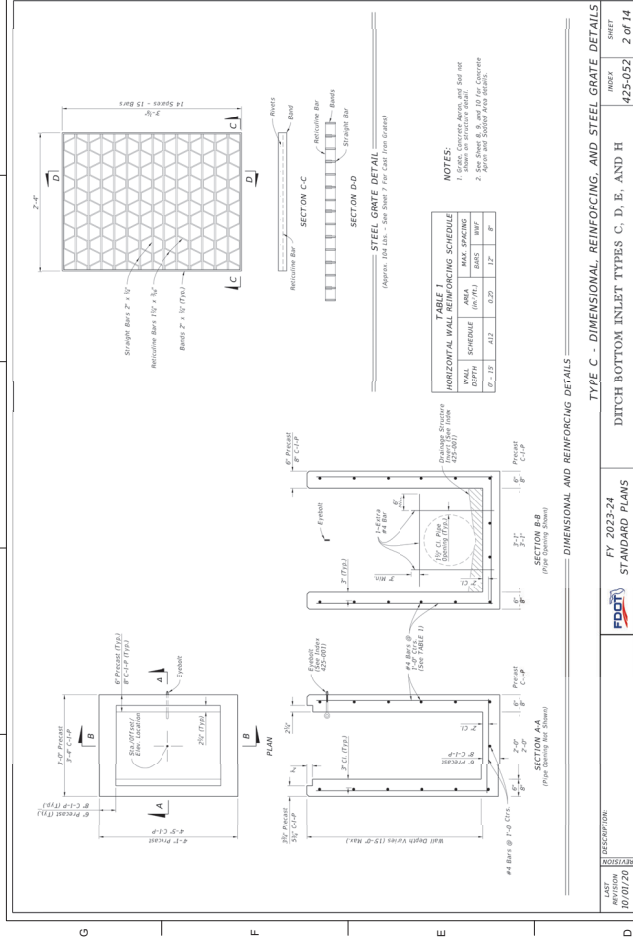
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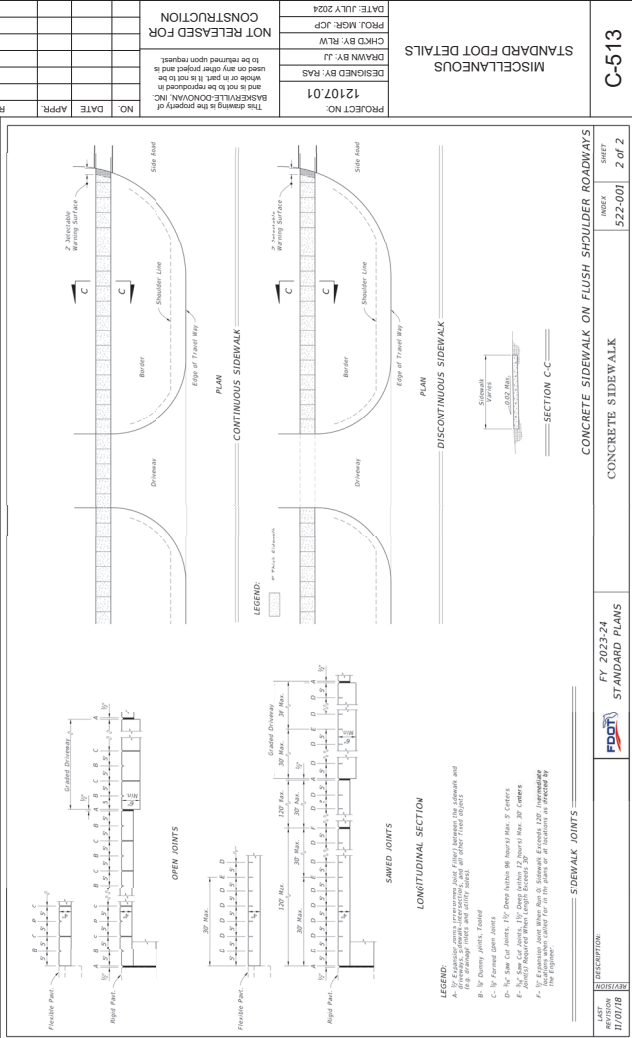
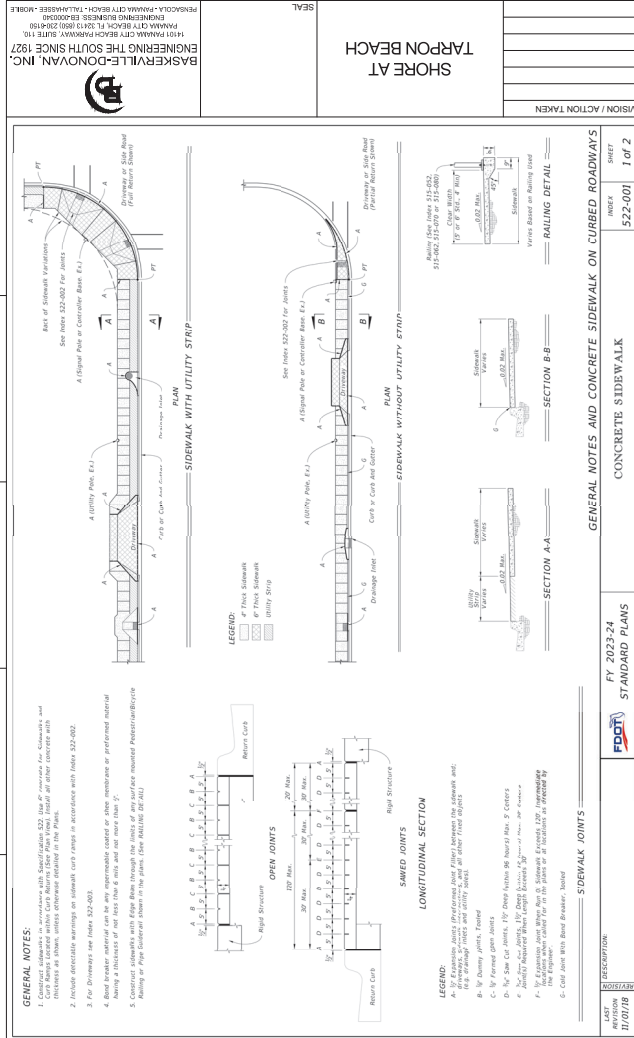
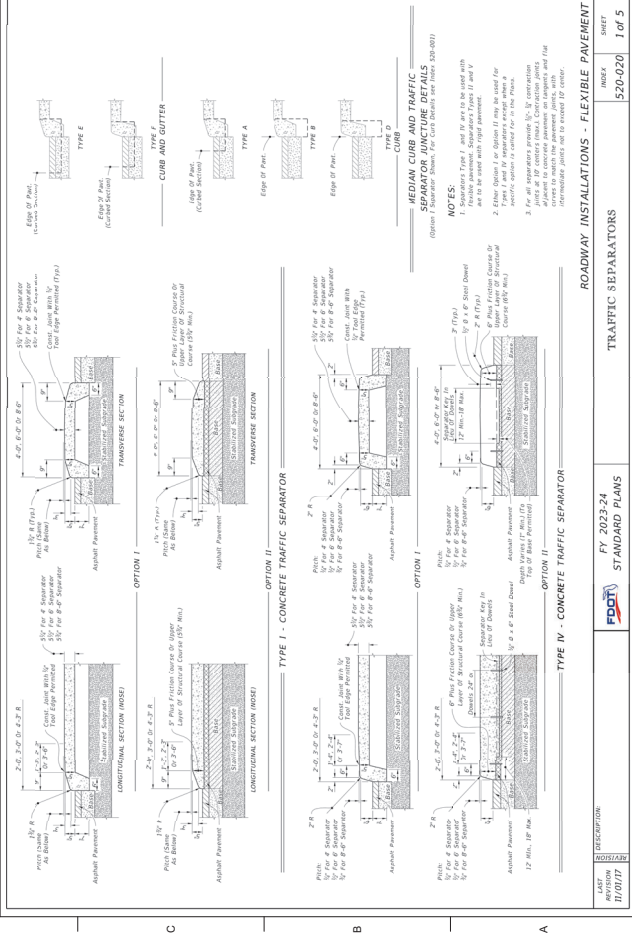
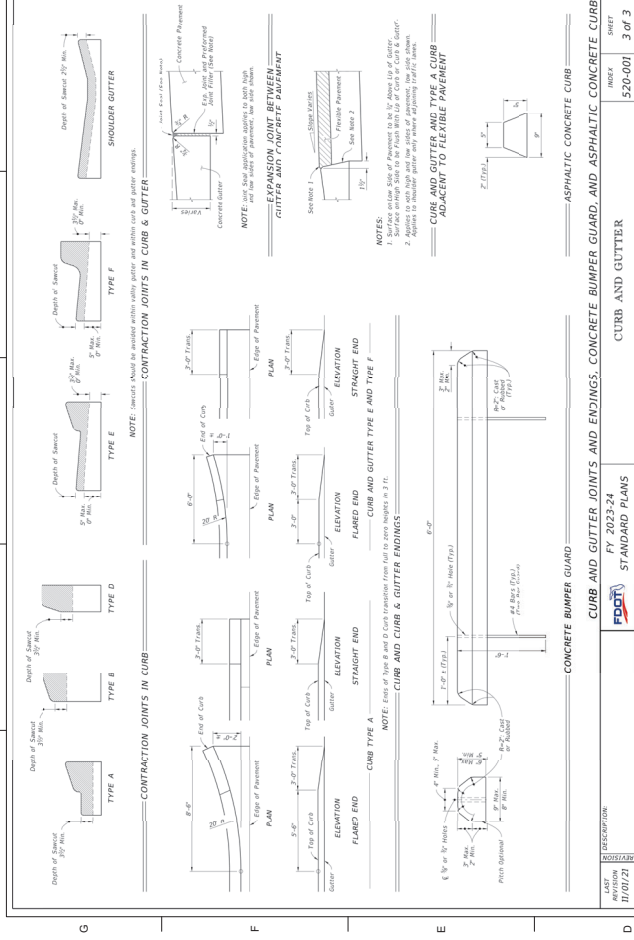
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PACIFIC, MISSOURI 64646
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[illegible]

TABLE 1 WEIGHT OF CASTINGS (lb)			
Part	From Flange (lb)	From Center (lb)	From Flange (lb)
1	10	10	10
2	15	15	15
3	20	20	20
4	25	25	25
5	30	30	30
6	35	35	35
7	40	40	40
8	45	45	45
9	50	50	50
10	55	55	55
11	60	60	60
12	65	65	65
13	70	70	70
14	75	75	75
15	80	80	80
16	85	85	85
17	90	90	90
18	95	95	95
19	100	100	100
20	105	105	105
21	110	110	110
22	115	115	115
23	120	120	120
24	125	125	125
25	130	130	130
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47	240	240	240
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50	255	255	255
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253	1270	1270	1270
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255	1280	1280	1280
256	1285	1285	1285
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258	1295	1295	1295
259	1300	1300	1300
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279	1400	1400	1400
280	1405	1405	1405
281	1410	1410	1410
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293	1470	1470	1470
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300	1505	1505	1505
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316	1585	1585	1585
317	1590	1590	1590
318	1595	1595	1595
3			

[illegible]





LAST REVISED 11/01/21	DESCRIPTION:	FDOT STANDARD PLANS FY 2023-24	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 1 of 7
	GENERAL NOTES: 1. Curb Slopes and Grade: A. Slopes shall be in accordance with Section 602.02, 605 and 612.1 showing a 1:1.5 slope. B. Slopes shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction. C. Slopes shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction. D. Slopes shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction. 2. Curb Slopes and Grade: A. Slopes shall be in accordance with Section 602.02, 605 and 612.1 showing a 1:1.5 slope. B. Slopes shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction. C. Slopes shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction. D. Slopes shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction. 3. Curb Slopes and Grade: A. Slopes shall be in accordance with Section 602.02, 605 and 612.1 showing a 1:1.5 slope. B. Slopes shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction. C. Slopes shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction. D. Slopes shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction. 4. Curb Slopes and Grade: A. Slopes shall be in accordance with Section 602.02, 605 and 612.1 showing a 1:1.5 slope. B. Slopes shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction. C. Slopes shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction. D. Slopes shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction.				

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SEAL

SHORE AT
TARPON BEACH

NO.	DATE	APPR.	REVISION / ACTION TAKEN

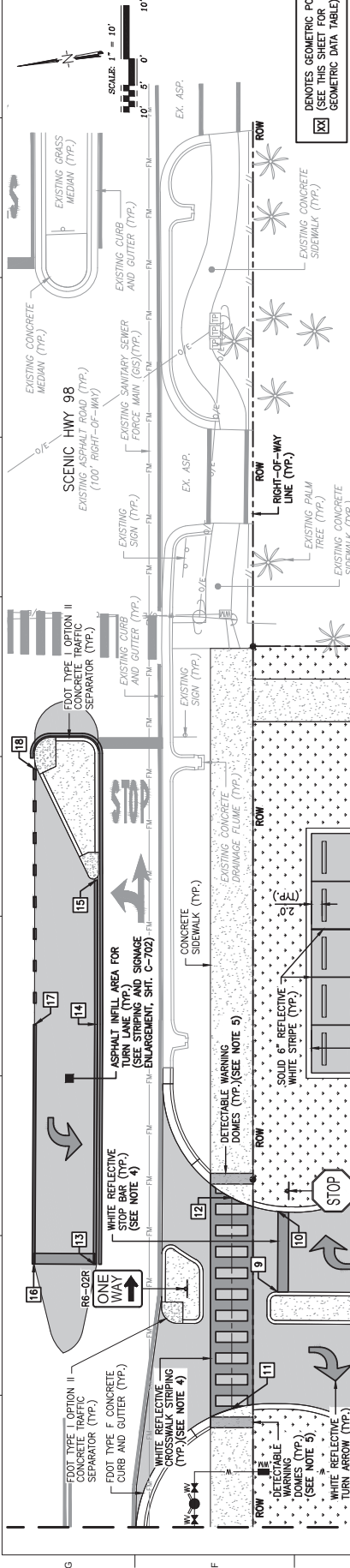
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indicated on the drawing
and is to be returned upon request.

PROJECT NO.
12107.01
DESIGNED BY: RAS
DRAWN BY: JJ
CHECKED BY: RLW
DATE: JULY 2024

GEOMETRIC DATA TABLE
STIPPIING AND
SIGNAGE PLAN AND

C-701

FINAL PLANS - RELEASED FOR BID



MATCHLINE (SEE CONTINUATION ON SHT. C-700)

COASTAL CONSTRUCTION CONTROL LINE (COCL)

SEA OATS
MOTEL

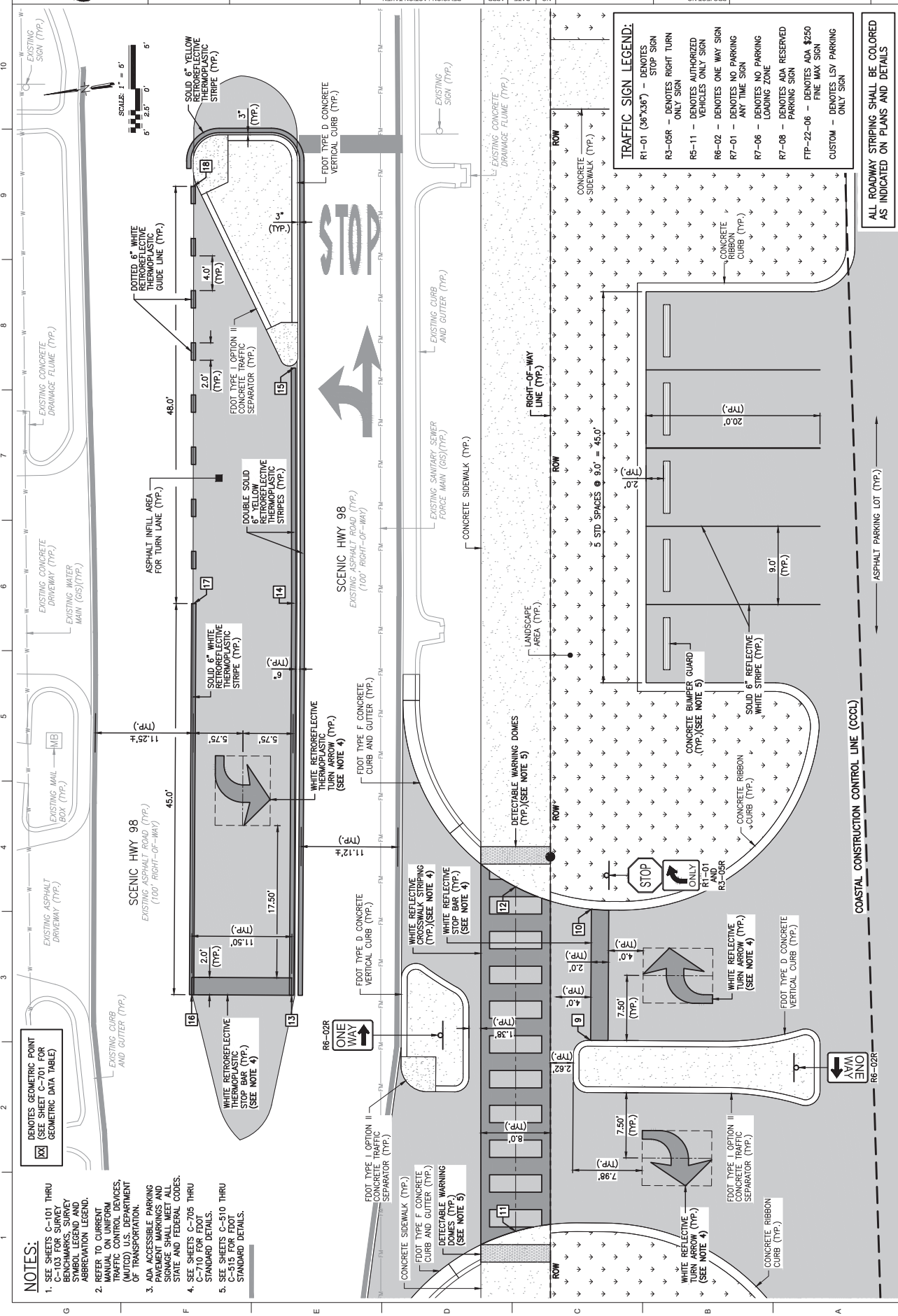
- NOTES:**
- SEE SHEETS C-101 THRU C-103 FOR SURVEY BENCHMARKS, SURVEY SYMBOL, LEGEND AND ABBREVIATION LEGEND.
 - REFER TO CURRENT TRAFFIC CONTROL DEVICES (MUTCD) U.S. DEPARTMENT OF TRANSPORTATION.
 - ADA ACCESSIBLE PARKING (3 ADA SPACES) (3 LOADING/UNLOADING SPACES) (29 LSV SPACES)
 - SEE SHEETS C-705 THRU C-710 FOR FDOT STANDARD DETAILS.
 - SEE SHEETS C-510 THRU C-515 FOR FDOT STANDARD DETAILS.
- TRAFFIC SIGN LEGEND:**
- R1-01 (36"x36") - DENOTES STOP SIGN
 - R3-02R - DENOTES RIGHT TURN ONLY SIGN
 - R5-11 - DENOTES AUTHORIZED VEHICLES ONLY SIGN
 - R6-02 - DENOTES ONE WAY SIGN
 - R7-01 - DENOTES NO PARKING ANY TIME SIGN
 - R7-06 - DENOTES NO PARKING LOADING ZONE
 - R7-08 - DENOTES ADA RESERVED PARKING SIGN
 - FTP-22-06 - DENOTES ADA \$250 FINE MAX SIGN
 - CUSTOM - DENOTES LSV PARKING ONLY SIGN

GEOMETRIC POINT DATA TABLE

S'YMBOL NO.	NORTHING	EASTING	DESCRIPTION
1	507515.89	1364050.44	TRAFFIC FLOW ARROW
2	507498.16	1364019.46	TRAFFIC FLOW ARROW
3	507478.22	1364032.13	TRAFFIC FLOW ARROW
4	507484.87	1364140.92	TRAFFIC FLOW ARROW
5	507451.52	1364229.71	TRAFFIC FLOW ARROW
6	507489.24	1364260.69	TRAFFIC FLOW ARROW
7	507489.19	1364282.02	TRAFFIC FLOW ARROW
8	507502.54	1364159.23	TRAFFIC FLOW ARROW
9	507532.97	1364198.33	STOP BAR
10	507530.64	1364213.25	§ OF CROSSWALK
11	507544.76	1364177.89	§ OF CROSSWALK
12	507538.87	1364217.10	STOP BAR AND BEGIN/END § OF YELLOW STRIPE
13	507566.20	1364208.98	§ OF YELLOW STRIPE
14	507559.25	1364253.14	§ OF YELLOW STRIPE
15	507555.26	1364279.89	BEGIN/END § OF YELLOW STRIPE
16	507577.57	1364210.35	STOP BAR AND BEGIN/END § OF WHITE STRIPE
17	507570.63	1364254.82	BEGIN/END § OF WHITE STRIPE AND BEGIN/END § OF DOTTED GUIDE LINE
18	507563.55	1364302.29	BEGIN/END § OF DOTTED GUIDE LINE

- NOTES:**
1. SEE SHEETS C-101 THRU C-103 FOR SURVEY INFORMATION, SURVEY SYMBOL LEGEND AND ABBREVIATION LEGEND.
 2. REFER TO CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD) U.S. DEPARTMENT OF TRANSPORTATION.
 3. ADA ACCESSIBLE PARKING PAYMENT MARKINGS AND SIGNAGE SHALL MEET ALL STATE AND FEDERAL CODES.
 4. SEE SHEETS C-705 THRU C-710 FOR FOOT C-705 FOR STANDARD DETAILS.
 5. SEE SHEETS C-510 THRU C-515 FOR FOOT C-515 FOR STANDARD DETAILS.

☒ DENOTES GEOMETRIC POINT (SEE SHEET C-701 FOR GEOMETRIC DATA TABLE)



TRAFFIC SIGN LEGEND:

R1-01 (36"x36")	- DENOTES STOP SIGN
R3-08R	- DENOTES RIGHT TURN ONLY SIGN
R5-11	- DENOTES AUTHORIZED VEHICLES ONLY SIGN
R6-02	- DENOTES ONE WAY SIGN
R7-01	- DENOTES NO PARKING ANY TIME SIGN
R7-06	- DENOTES NO PARKING LOADING ZONE
R7-08	- DENOTES ADA RESERVED PARKING SIGN
FTP-22-06	- DENOTES ADA \$250 FINE MAX SIGN
CUSTOM	- DENOTES LSV PARKING ONLY SIGN

ALL ROADWAY STRIPING SHALL BE COLORED AS INDICATED ON PLANS AND DETAILS

C-702

ENLARGEMENT PLAN

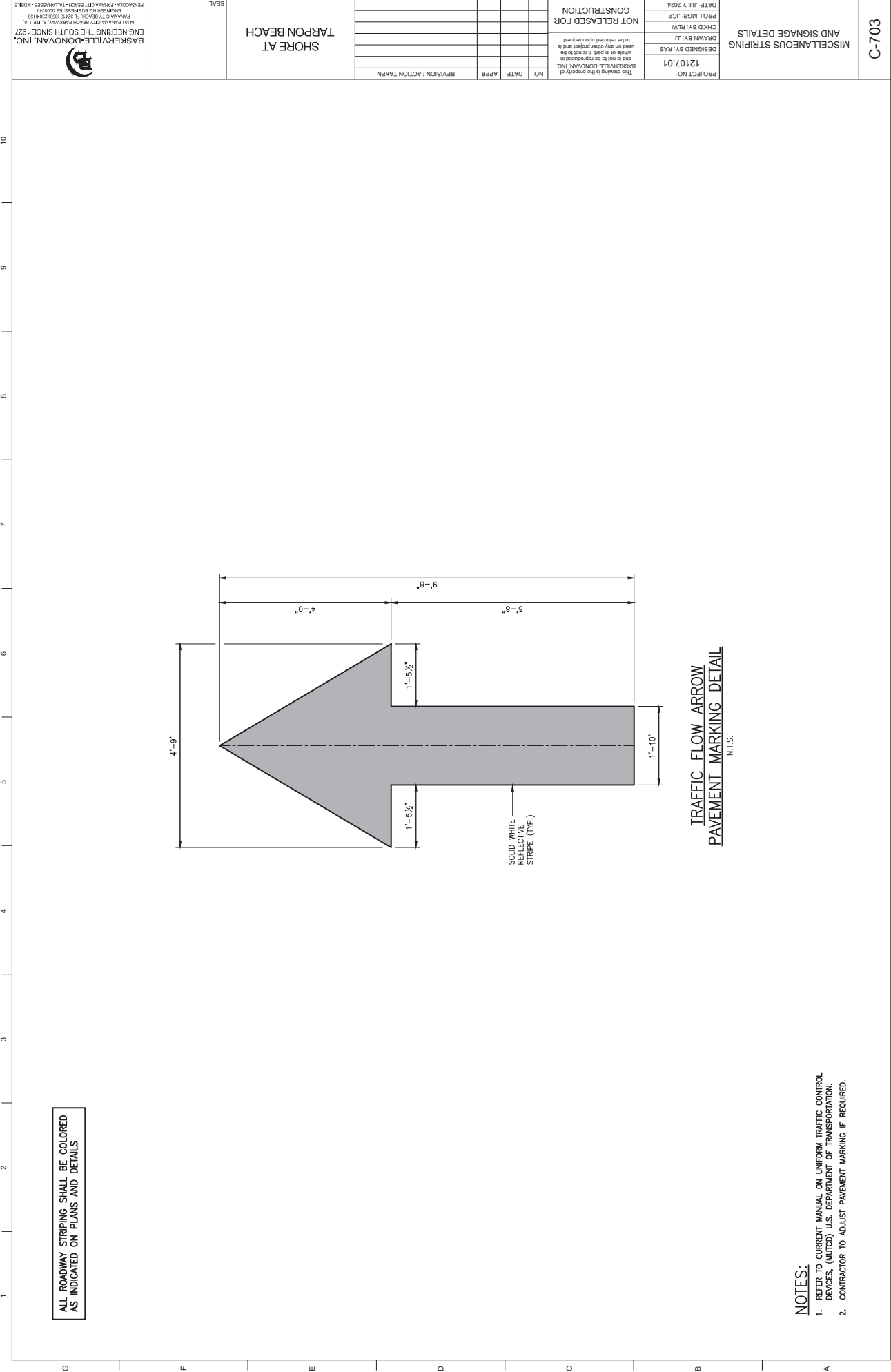
PROJECT NO. 12107.01
DESIGNED BY: RAS
DRAWN BY: JJ
CHECKED BY: RLW
DATE: JULY 2024

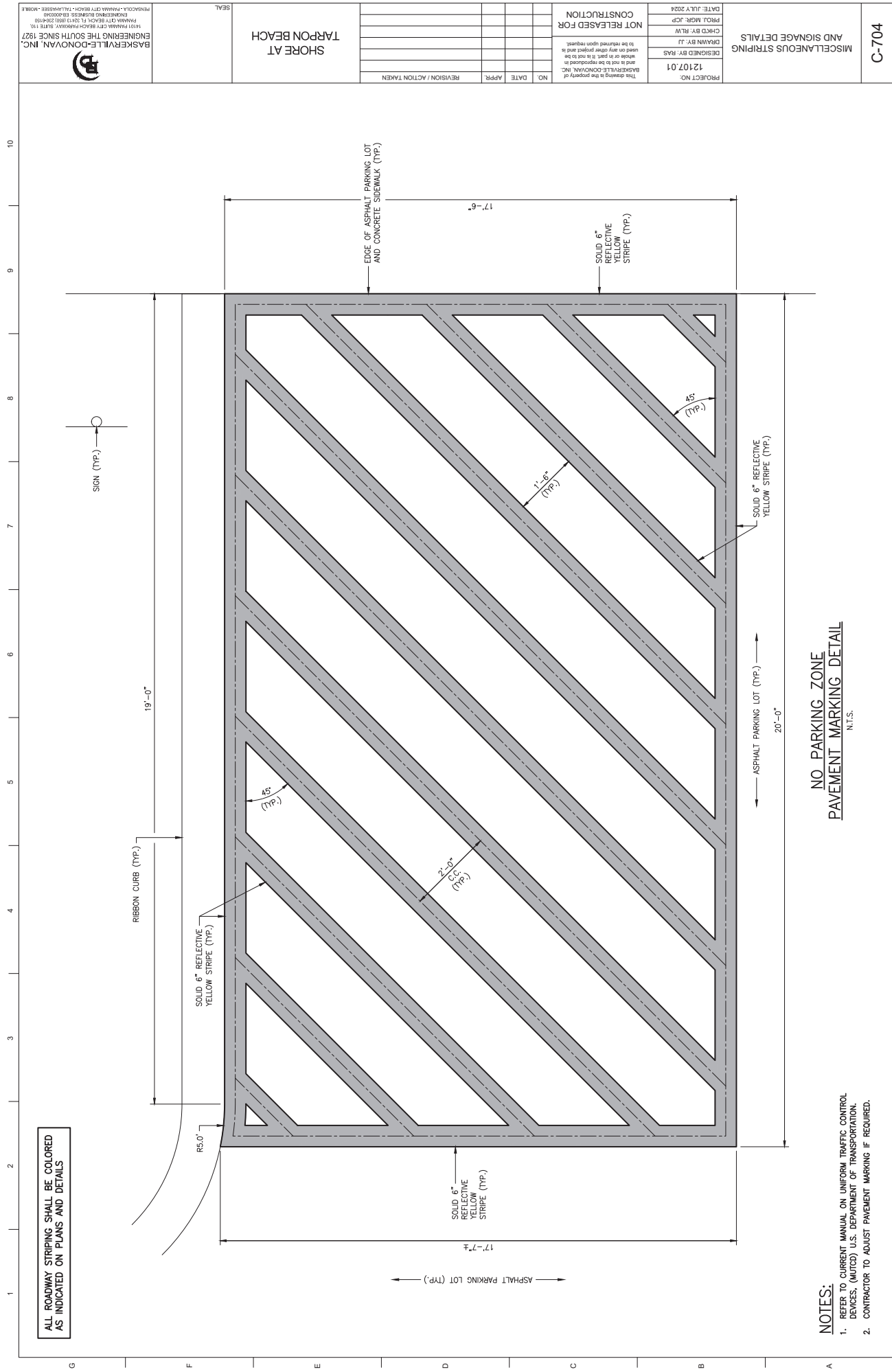
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NO.	DATE	APPR.	REVISION / ACTION TAKEN

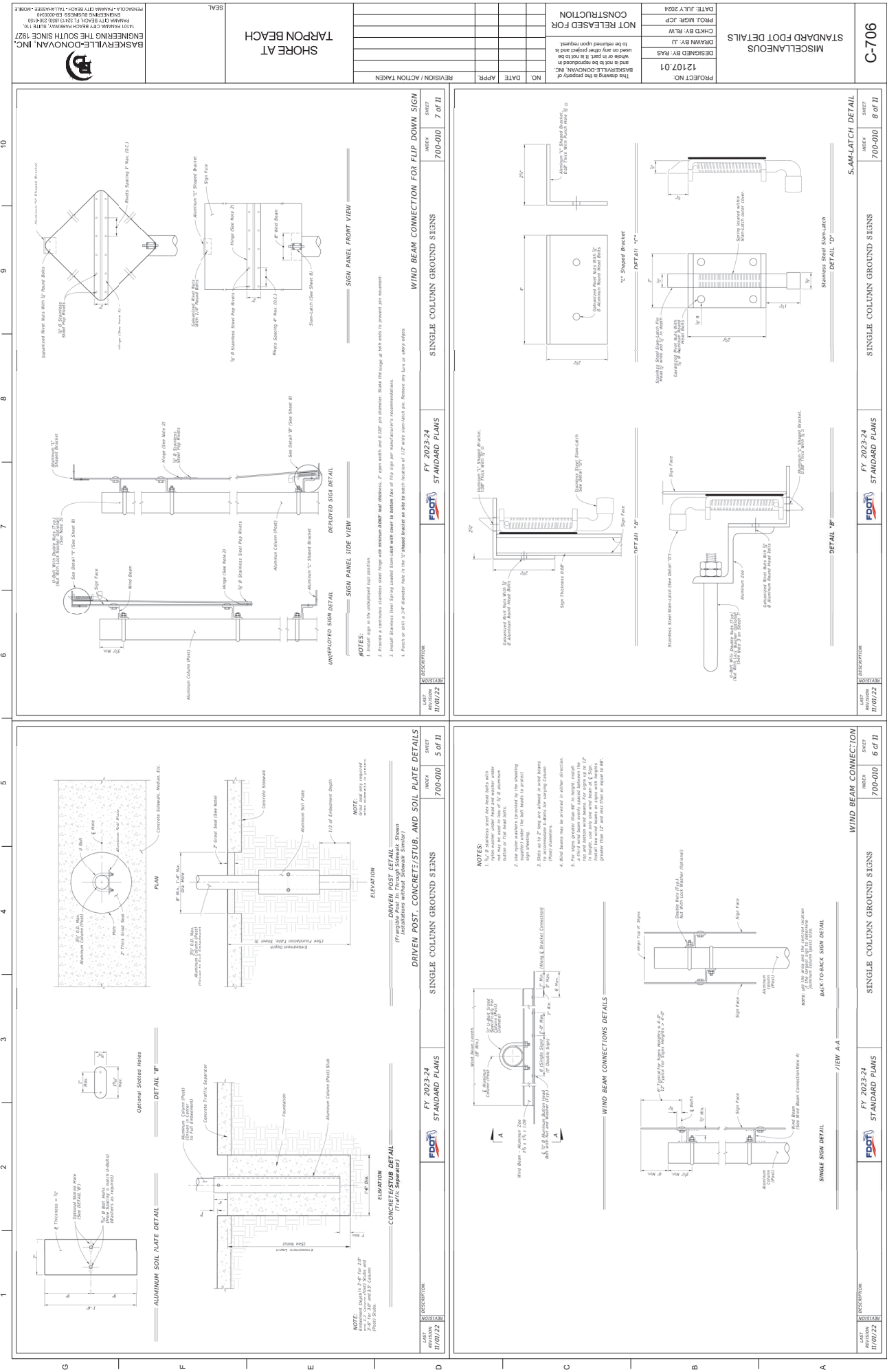
SHORE AT TARPON BEACH

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
1101 N. HAWAII CITY BEACH, FL 32410 (904) 204-1110
PENSACOLA - PANAMA CITY BEACH - PALM BEACH - TAMPA - MIAMI
SEAL

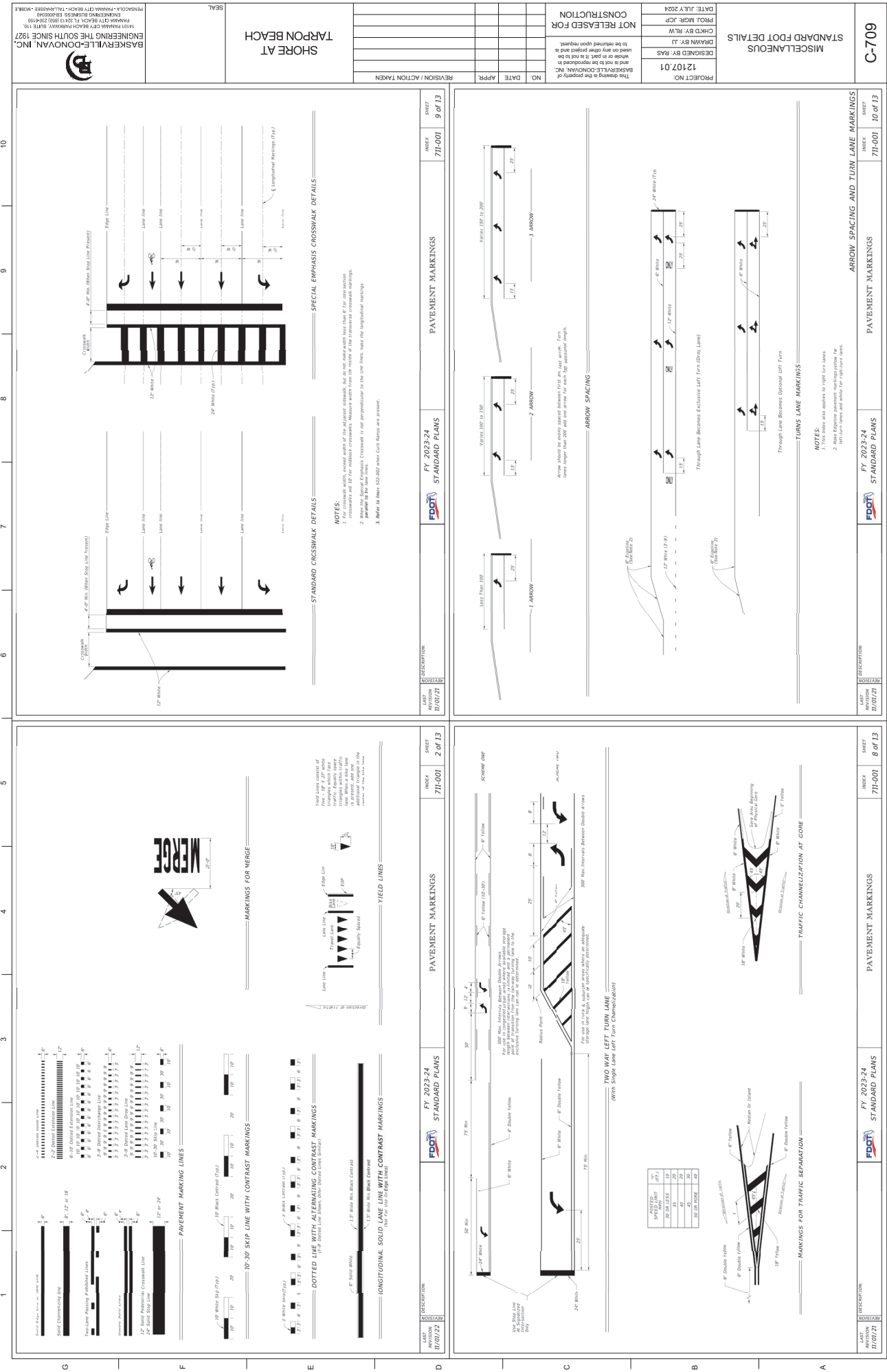




FINAL PLANS - RELEASED FOR BID



[illegible]



EROSION CONTROL PLAN

PROJECT NO:	12107.01	DESIGNED BY: RAS DRAWN BY: JJ CHD BY: RLW PROJ. MGR: JCP DATE: JULY 2024
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NOT RELEASED FOR CONSTRUCTION		

NO.	DATE	APPLIC.	REVISION / ACTION TAKEN

SHORE AT
TARPON BEACH

GENERAL NOTES:

- SEE SHEETS C-101 THRU C-103 FOR SURVEY
BENCHMARKS, SURVEY SYMBOL LEGEND AND
ABBREVIATION LEGEND.
- SEE SHEETS C-110 THRU C-113 FOR GRADING
AND DRAINAGE PLANS AND DATA TABLES
- CONTRACTOR TO USE CAUTION WHEN DIGGING NEAR
EXISTING UTILITIES. UTILITIES MAY BE DEEPER THAN
DIG IN SOME AREAS. CONTRACTOR MAY BE REQUIRED
TO TEMPORARILY STOP EXISTING UTILITIES WHILE
INSTALLING STORM DRAINAGE PIPES.
- SEE SHEET C-113 FOR STORM DRAINAGE
STRUCTURE AND PIPE DATA TABLES.

EROSION CONTROL NOTES:

3. SEE SHEET G-011 FOR ADDITIONAL EROSION CONTROL NOTES.
4. SEE SHEETS C-801 THRU C-802 FOR BEST MANAGEMENT PRACTICES DETAILS.
5. EROSION CONTROL SYMBOLS ARE SHOWN EXAGGERATED FOR CLARITY.
6. INSTALL TEMPORARY GRAVEL CONSTRUCTION ENTRANCE (BMP-2) MEASURES AS NECESSARY TO PREVENT TRACKING ONTO ROADWAY.
7. THE EROSION AND SEDIMENT CONTROL PLAN SHOWN HEREIN ARE MINIMUM GUIDELINES. THE SEDIMENT AND EROSION CONTROL PLAN SHALL BE MODIFIED AS NECESSARY TO ACCOMMODATE LOCAL, STATE, FEDERAL, RULES AND REGULATIONS AS CONSTRUCTION PROGRESSES AND IS THE RESPONSIBILITY OF THE CONTRACTOR.
8. ALL CONSTRUCTION ZONES ADJACENT TO WETLANDS SHALL HAVE A MINIMUM DOUBLE ROW OF SILT FENCE LOCATED AT WETLAND CLEARING LIMITS. SCOTCH PINE WOODS AT WETLAND CLEARING LIMITS.
9. CONTRACTOR IS FULLY RESPONSIBLE FOR OBTAINING PERMITS REQUIRED FOR SEDIMENT AND EROSION CONTROL INCLUDING BUT NOT LIMITED TO NPDES PERMIT FOR DISCHARGES FROM LARGE AND SMALL CONSTRUCTION SITES.
10. CONTRACTOR SHALL DISPOSE OF ALL DEBRIS OFF-SITE AND SHALL BE IN ACCORDANCE WITH REGULATIONS OF STATE, AND COUNTY LAWS AND REGULATIONS.
11. ALL SLOPE AREAS AND DISTURBED AREAS SHALL BE STABILIZED WITH SOIL.

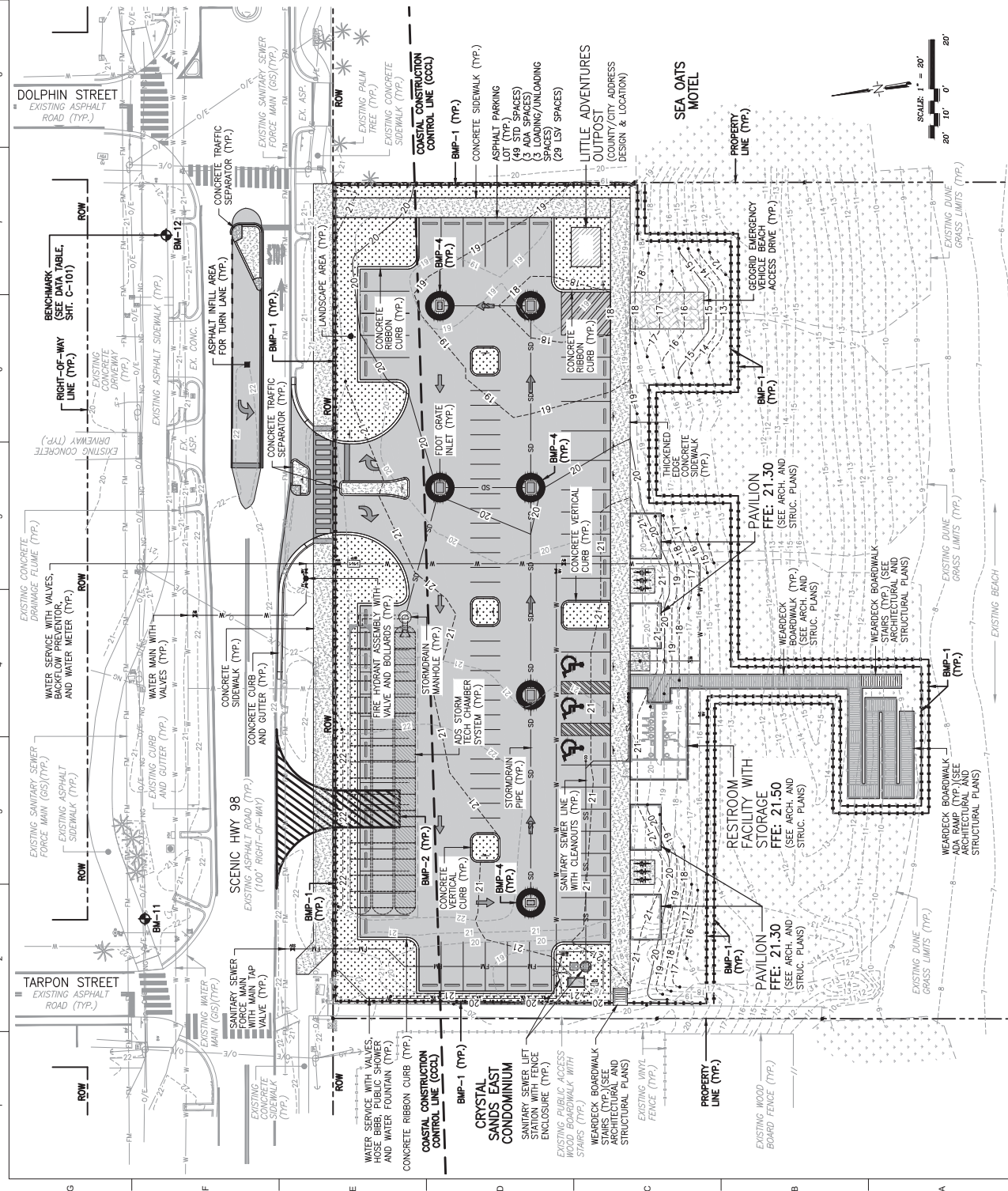
EROSION CONTROL LEGEND

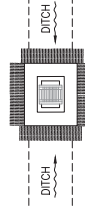
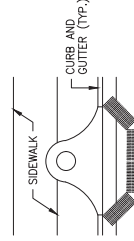
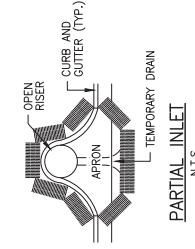
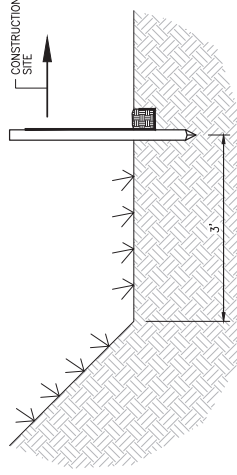
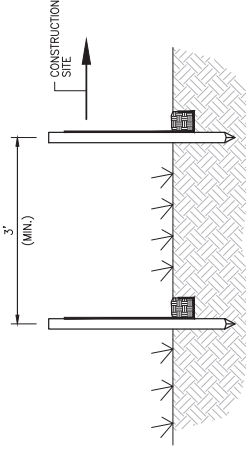
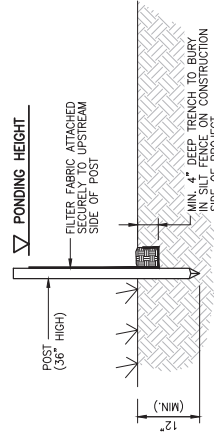
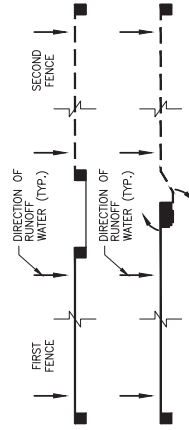
SILT FENCE (BMP-1)

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE (BMP-2)

STRAW BALE BARRIER (BMP-3)

GEOTEXTILE WATTLES (BMP-4)





ANCHOR BALES WITH 2 - 2"x2"x4' STAKES PER BALE

PROTECTION AROUND INLETS OR SIMILAR STRUCTURES

N.T.S.

BMP 3

SILT FENCE DETAILS

N.T.S.

BMP 1

TOE OF SLOPE INSTALL
SILT FENCE DETAIL

N.T.S.

SHORE AT
TARPON BEACH

BEST MANAGEMENT PRACTICES DETAILS

C-801

FINAL PLANS - RELEASED FOR BID

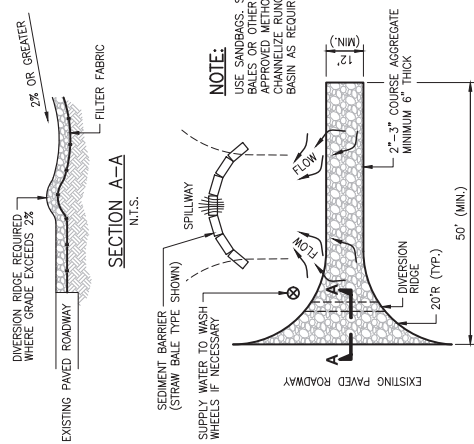
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BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
14101 PANAMA CITY BEACH PARKWAY, SUITE 110,
PANAMA CITY BEACH, FL 32413 (904) 210-0150
ENGINEERING BUSINESS: ED 0000340
PENSACOLA - PANAMA CITY BEACH - TALLAHASSEE - MOBILE

1 2 3 4 5 6 7 8 9 10

G
F
E
D
C
B
A

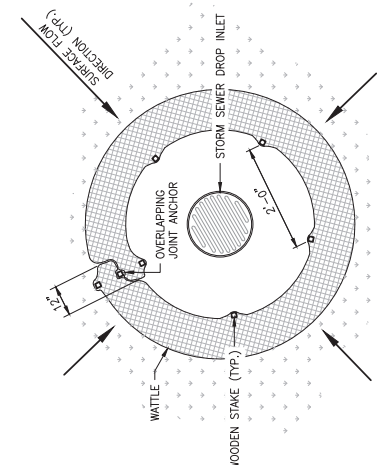


NOTES:

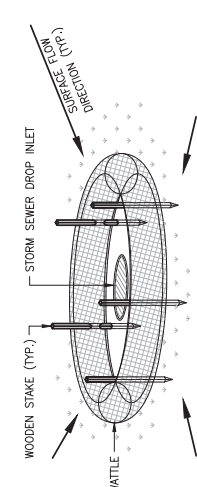
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT BACKFLOW OF FLOODWATER INTO THE RIGHT-OF-WAY. THIS REQUIRE THE FOLLOWING MEASURES TO BE USED TO TRAP SEDIMENT.
a. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE DETAIL
N.T.S.

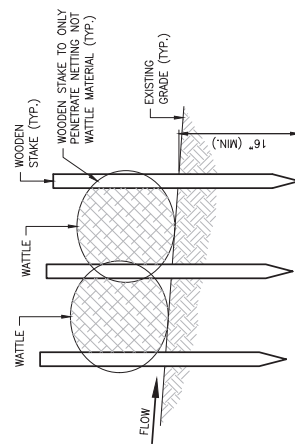
BMP 2



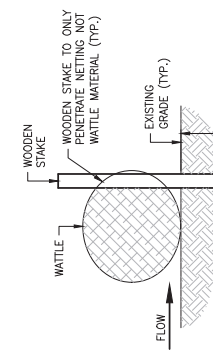
WATTLE DROP INLET PROTECTION DETAIL - PLAN VIEW
N.T.S.



WATTLE DROP INLET PROTECTION DETAIL
N.T.S.



WATTLE OVERLAPPING JOINT ANCHOR STAKE DETAIL
N.T.S.



WATTLE STAKE DETAIL
N.T.S.

WATTLE DETAILS
N.T.S.

BMP 4

PROJECT NO. 12107.01	DESIGNED BY: MAS	DRAWN BY: JJ	CHKD BY: RLW	DATE: JULY 2024	PROJECT NAME BASKERVILLE-DONOVAN, INC.
NO.	DATE	APPR.	REVISION / ACTION TAKEN	SEAL	SHORE AT TARPOON BEACH

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
1400 TAMPA CITY BEACH PARKWAY, SUITE 100
TAMPA CITY BEACH, FL 33613 (813) 201-1810
PENSACOLA - PANAMA CITY BEACH - TALLAHASSEE - MOBILE
FLORIDA - PANAMA CITY BEACH - TAMPA - ORLANDO





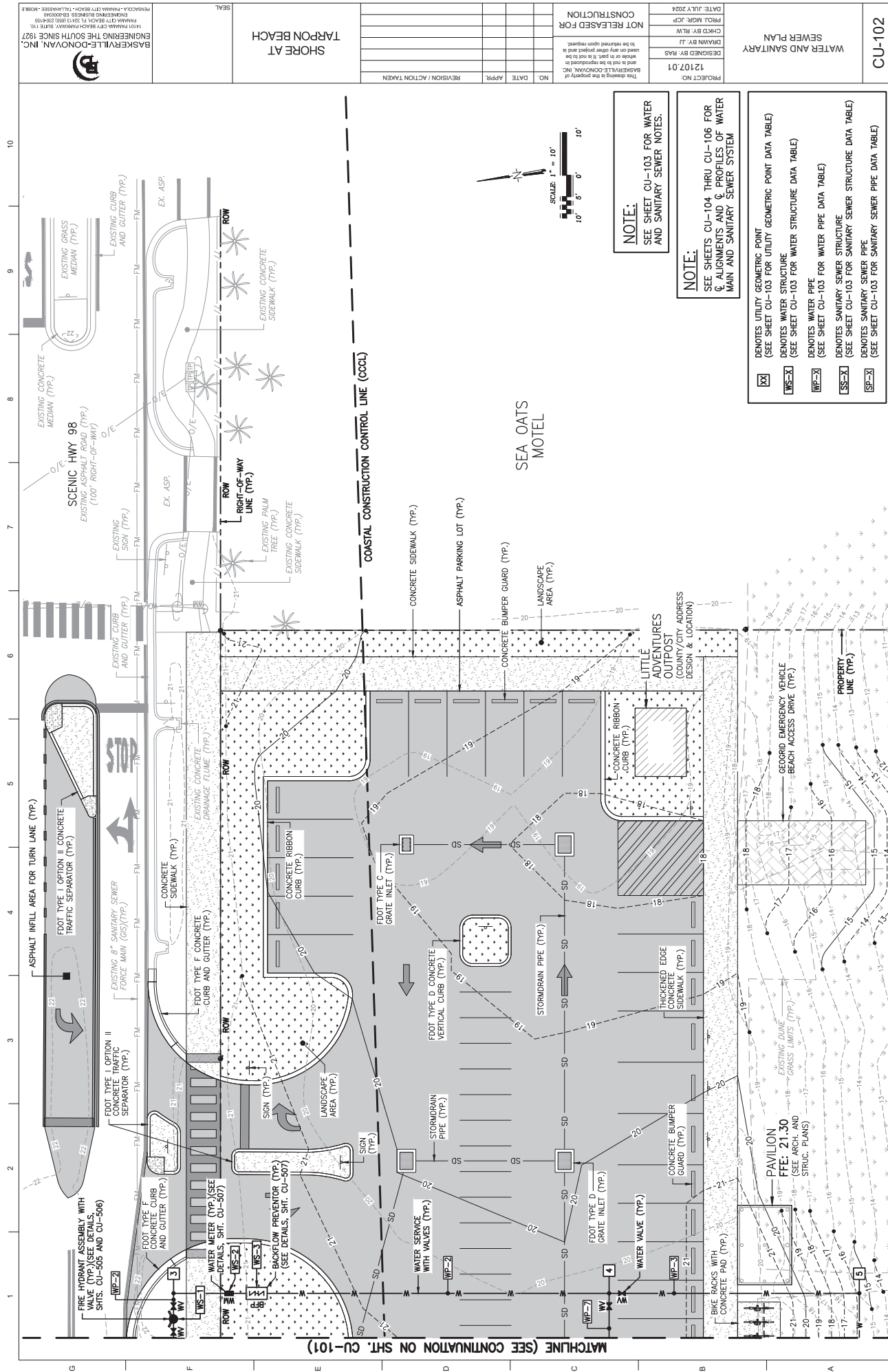
Legend

- wPressureMain
- ssGravMain
- ssForcMain
- wHydrant
- uSystemValve
- ssForcMainValve
- Private_PumpStation
- WaterMeter

New Beach Access Property

NOT TO SCALE

CU-100										EXISTING WATER AND SANITARY SEWER SYSTEM										GIS INFORMATION										DATE: JULY 2024 PROJ. MGR: JCP CHD BY: RLW DESIGNED BY: MAS PROJECT NO: 12107.01										This drawing is the property of BAKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.										NOT RELEASED FOR CONSTRUCTION										NO. DATE APPR. REVISION / ACTION TAKEN										SEAL										SHORE AT TARPON BEACH										BAKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 1401 PALMATA CITY BEACH PARKWAY, SUITE 110 PALMATA CITY BEACH, FL 33613 (888) 204-1110 PENSACOLA - TAMPA CITY BEACH - TALLAHASSEE - MOBILE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		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I:\121 Okaloosa County\12107.01 Tarpon Beach Park\CADD Drawings (DWGS and DGNS)\CU-100 - CU-103 - Water and Sewer Plan.dwg, Sep 25, 2024 - 12:13:22PM, jjohnson

WATER AND SANITARY
SEWER PLAN

PROJECT NO:	12107.01
DESIGNED BY:	RAS
DRAWN BY:	JJ
CHECKED BY:	RLW
PROJ. MGR:	JCP
DATE:	JULY 2024

NOT RELEASED FOR CONSTRUCTION

NOTE:
SEE SHEET CU-103 FOR WATER
AND SANITARY SEWER NOTES.

NOTE:
SEE SHEETS CU-104 THRU CU-106 FOR
C ALIGNMENTS AND C PROFILES OF WATER
MAIN AND SANITARY SEWER SYSTEM

UX	DENOTES UTILITY GEOMETRIC POINT (SEE SHEET CU-103 FOR UTILITY GEOMETRIC POINT DATA TABLE)
WS-X	DENOTES WATER STRUCTURE (SEE SHEET CU-103 FOR WATER STRUCTURE DATA TABLE)
WP-X	DENOTES WATER PIPE (SEE SHEET CU-103 FOR WATER PIPE DATA TABLE)
SS-X	DENOTES SANITARY SEWER STRUCTURE (SEE SHEET CU-103 FOR SANITARY SEWER STRUCTURE DATA TABLE)
SP-X	DENOTES SANITARY SEWER PIPE (SEE SHEET CU-103 FOR SANITARY SEWER PIPE DATA TABLE)

1 2 3 4 5 6 7 8 9 10

STRUCTURE NO. [SS-X]	TYPE	NORTHING	EASTING	TOP/PM (FT)	NORTH INV. (FT)	SOUTH INV. (FT)	EAST INV. (FT)	WEST INV. (FT)
SS-1	SANITARY SEWER LIFT STATION	507465.14	1363988.20	**20.50±	17.30 (SP-2)	-	15.80 (SP-1)	-

** ADJUST TOP TO MATCH FINISHED GRADE
INV. US - DENOTES INVERT UP STREAM
INV. DS - DENOTES INVERT DOWN STREAM

SANITARY SEWER PIPE DATA TABLE							
PIPE NO. [SP-X]	SIZE (IN)	TYPE	LENGTH (FT)	SLOPE (%)	INV. US (FT)	INV. DS (FT)	
SP-1	1.5	PVC	26.27	2.0	18.33	17.80	
SP-2	4	PVC	99.96	2.0	17.80	15.80	
SP-3	2	PVC (FW)	8.00	-	19.22	19.22	
SP-4	2	PVC (FW)	117.34±	-	17.30	TIE TO EX. FM	

INV. US - DENOTES INVERT UP STREAM
INV. DS - DENOTES INVERT DOWN STREAM



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SEAL

SHORE AT
TARPON BEACH

UTILITY GEOMETRIC POINT DATA TABLE

SYMBOL NO.	[X]	NORTHING	EASTING	DESCRIPTION
1		507561.51	1364147.22	45° BEND (6" WATER)
2		507555.82	1364151.42	45° BEND (6" WATER)
3		507553.44	1364167.24	90° BEND (2" WATER)
4		507452.63	1364152.09	2"x2"x1" TEE (WATER)
5		507394.73	1364143.38	90° BEND (2" WATER)
6		507400.62	1364104.24	2"x2"x1" TEE (WATER)
7		507404.43	1364078.89	90° BEND (2" WATER)
8		507429.50	1364106.58	90° BEND (¾" WATER)
9		507476.26	1363994.93	1"x1"x1" TEE (WATER)
10		507478.94	1363977.13	90° BEND (1" WATER)
11		507555.40	1363986.62	45° BEND (1" WATER)
12		507564.73	1364001.26	45° BEND (1" WATER)
13		507567.70	1364001.71	90° BEND (1" WATER)
14		507435.40	1364069.34	45° BEND (1.5" SEWER)
15		507436.53	1364068.50	4"x4"x1.5" WYE (SEWER)
16		507449.73	1364070.48	45° BEND (4" SEWER)
17		507453.14	1364067.96	45° BEND (4" SEWER)
18		507538.26	1363999.19	45° BEND (2" SEWER FM)
19		507544.22	1364007.27	45° BEND (2" SEWER FM)

WATER PIPE DATA TABLE			
PIPE NO.	[WP-X]	SIZE (IN)	LENGTH (FT)
WP-1		6	PVC 60.32±
WP-2		2	PVC 107.94
WP-3		2	PVC 98.13
WP-4		2	PVC 30.63
WP-5		1	PVC 24.49
WP-6		¾	PVC 19.54
WP-7		1	PVC 158.93
WP-8		1	PVC 3.06
WP-9		1	PVC 117.99

ALL PIPE LENGTHS ARE ±

WATER STRUCTURE DATA TABLE

STRUCTURE NO.	[WS-X]	TYPE	NORTHING	EASTING
WS-1		FIRE HYDRANT	507554.33	1364161.31
WS-2		WATER METER (WM)	507540.58	1364165.31
WS-3		BACKFLOW PREVENTOR (BFP)	507534.20	1364164.35
WS-4		PUBLIC SHOWER WITH FOOT WASH	507424.84	1364107.88
WS-5		WATER FOUNTAIN	507431.70	1364083.92
WS-6		HOSE BIBB (HB)	507473.24	1363994.47
WS-7		EXISTING BACKFLOW PREVENTOR (BFP)	507568.29	1363997.80
WS-8		EXISTING PUBLIC SHOWER	507571.66	1363990.06

NOTES:

- SEE SHEETS C-101 THRU C-103 FOR SURVEY BENCHMARKS, SURVEY SYMBOL LEGEND AND ABBREVIATION LEGEND.
- PROVIDE A STAINLESS STEEL TAPPING SLEEVE AT WATER MAIN CONNECTION POINTS. THIS WORK SHOULD BE COORDINATED WITH DESTIN WATER USERS PRIOR TO BEGINNING WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL NECESSARY GAS SERVICE CONSTRUCTION WITH OKALOOSA GAS DISTRICT. OKALOOSA GAS DISTRICT IS RESPONSIBLE FOR ALL GAS WORK UP TO AND INCLUDING THE METER.
- CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL NECESSARY WATER AND SANITARY SEWER SERVICE CONSTRUCTION WITH DESTIN WATER USERS.
- CONTRACTOR TO TEMPORARILY SUPPORT EXISTING UTILITIES DURING NEW UTILITY TRENCHING AND INSTALLATION.
- WATER LINE CONNECTION SHALL BE INSTALLED VIA DIRECTIONAL DRILL BENEATH SCENIC HWY 98.
- CONTRACTOR SHALL VERIFY LOCATION OF EXISTING UTILITY LINES BEFORE PROCEEDING WITH ANY UTILITY WORK. CHANGES IN LOCATION OR DEPTH SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER AND OKALOOSA COUNTY.
- PIPE LENGTHS SHOWN ARE FROM CENTER TO CENTER OF STRUCTURES.
- NORTHING AND EASTING COORDINATES BASED ON CENTER OF STRUCTURES AND CENTER OF UTILITY PIPE BENDS.
- SEE SHEETS C-110 THRU C-113 FOR GRADING AND DRAINAGE PLANS AND DATA TABLES.
- 1/2 INCH WATER SERVICE VALVES SHALL BE LOCK WING BALL VALVES.
- SEE DETAILS FOR FIRE HYDRANT ON SHEETS CU-505 AND CU-506.
- SEE DETAILS FOR WATER BACKFLOW PREVENTOR ON SHEET CU-507.
- SEE DETAILS FOR WATER HOSE BIBB ON SHEET CU-509.
- SEE DETAILS FOR WATER FOUNTAIN ON SHEET CU-510.
- SEE DETAILS FOR BOLLARD ON SHEET C-502.
- SEE DETAILS FOR SANITARY SEWER LIFT STATION ON SHEETS CU-511 AND CU-512.
- SEE DETAILS FOR PUBLIC SHOWER WITH FOOT WASH AND CONCRETE PAD ON SHEET CU-509.
- SEE DETAILS FOR DIESEL GENERATOR ON SHEET CU-513.
- SEE DETAILS FOR ELECTRICAL CONTROL PANEL ON SHEETS CU-514 THRU CU-523.
- SEE DETAILS FOR SANITARY SEWER CLEANOUT ON SHEET CU-508.
- SEE DETAILS FOR WOOD BOARD FENCE ENCLOSURE WITH DOUBLE SWING GATE ON SHEET C-504.
- DI - DENOTES DUCTILE IRON PIPE
PVC - DENOTES POLYVINYL CHLORIDE PIPE
T.C. - DENOTES TERRACOTTA PIPE
- SEE ARCHITECTURAL AND STRUCTURAL PLANS FOR WEARDECK BOARDWALK PLANS AND DETAILS.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE ABANDONMENT OF THREE EXISTING WATER SERVICES AND AN EXISTING SANITARY SEWER SERVICE BACK TO THE MAIN WITH DESTIN WATER USERS.
- ALL NEW UTILITIES SHALL BE INSTALLED UNDERGROUND.
- SEE SHEETS CU-104 THRU CU-106 FOR § ALIGNMENTS AND § PROFILES OF WATER MAIN AND SANITARY SEWER SYSTEM.

[X] DENOTES UTILITY GEOMETRIC POINT (SEE TABLE FOR TYPE AND LOCATION)

[SS-X] DENOTES SANITARY SEWER STRUCTURE (SEE TABLE FOR TYPE AND INVERTS)

[SP-X] DENOTES SANITARY SEWER PIPE (SEE TABLE FOR TYPE, SIZE, LENGTH, AND INVERT)

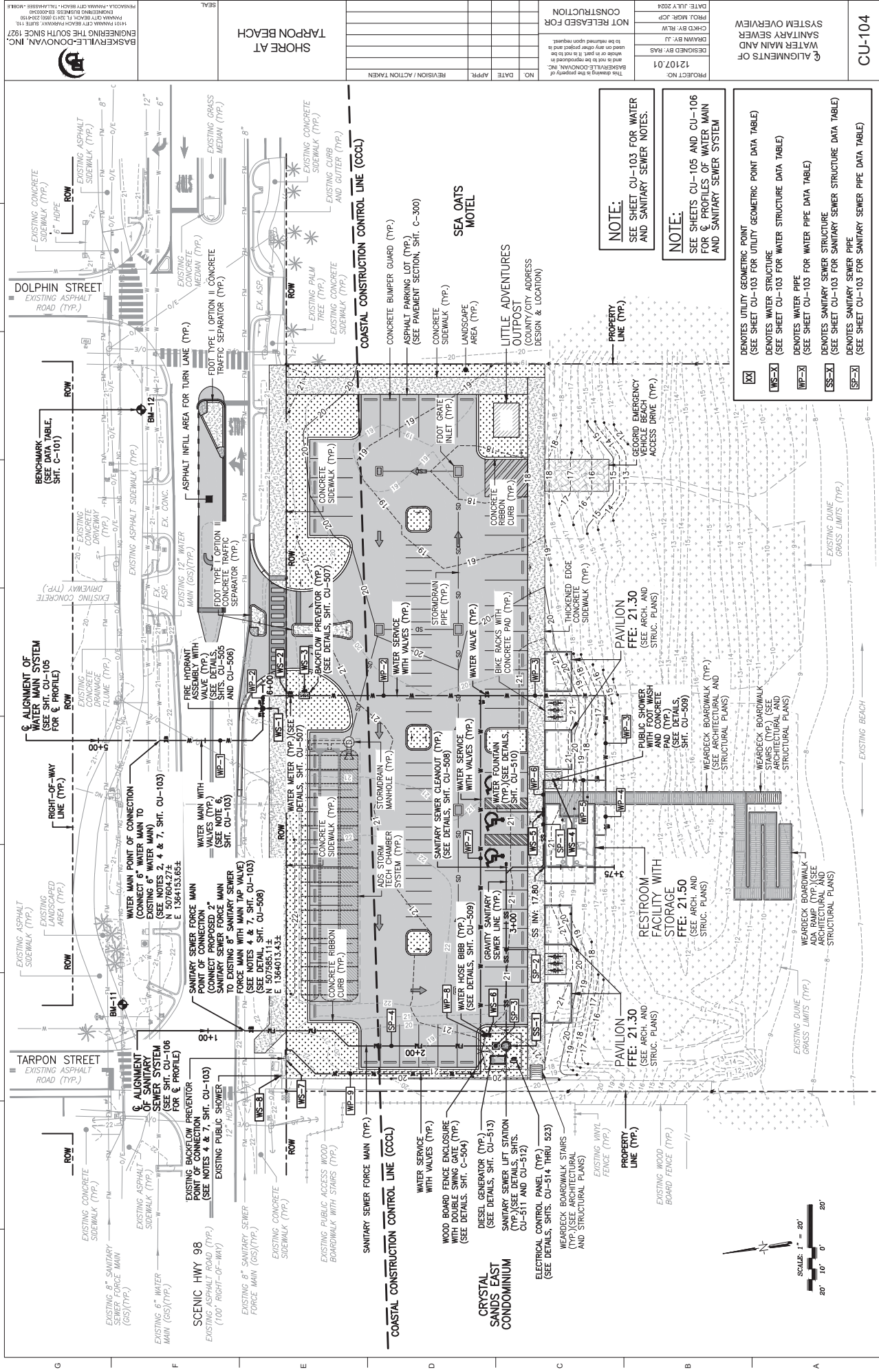
[WS-X] DENOTES WATER STRUCTURE (SEE TABLE FOR TYPE AND LOCATION)

[WP-X] DENOTES WATER PIPE (SEE TABLE FOR TYPE, SIZE AND LENGTH)

CU-103

WATER AND SANITARY
PIPE DATA TABLES
DESIGNED BY: RAS
CHECKED BY: RLW
PROJECT NO.: 12107.01
DATE: JULY 2024

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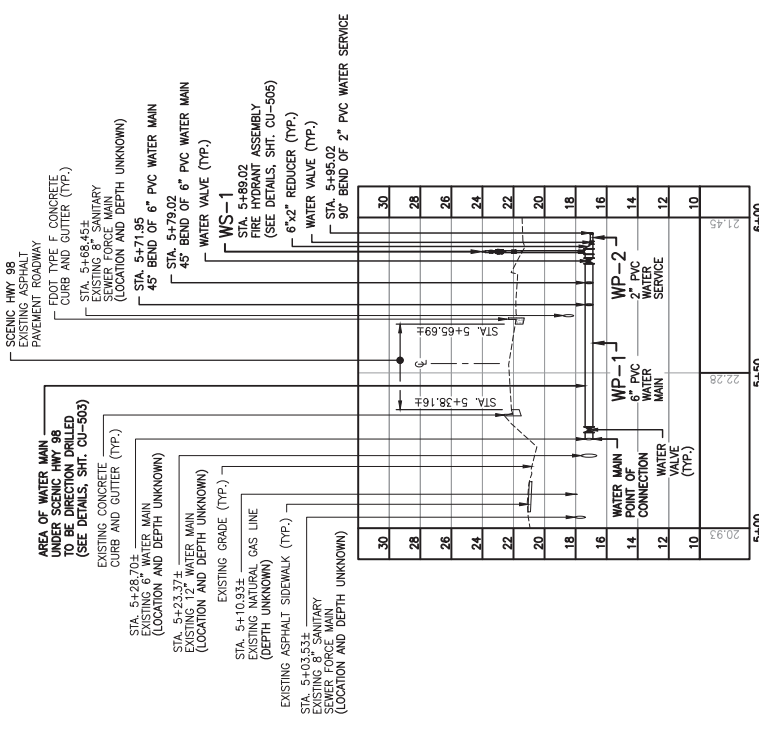
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PROFILE OF WATER MAIN SYSTEM

SCALE: 1"=20' HORIZ.
1"=4' VERT.

NOTE:
CONTRACTOR SHALL PROVIDE A MINIMUM OF 2.5' OF COVER OVER TOPS OF PIPES.

WATER MAIN SYSTEM

CU-105

PROJECT NO.	12107.01
DESIGNED BY: RAS	
DRAWN BY: JJ	
CHD MGR: JCP	
DATE: JULY 2024	

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TARPOON BEACH



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PROJECT NO.	12107.01
DESIGNED BY:	MAJ
CHECKED BY:	RLW
DATE:	JULY 2024
PROJ. MGR:	JCP
DRAWN BY:	JJ
DATE:	JULY 2024

CU-106

**PROFILE OF
SANITARY SEWER SYSTEM**

PROJECT NO. 12107.01

DESIGNED BY: MAJ

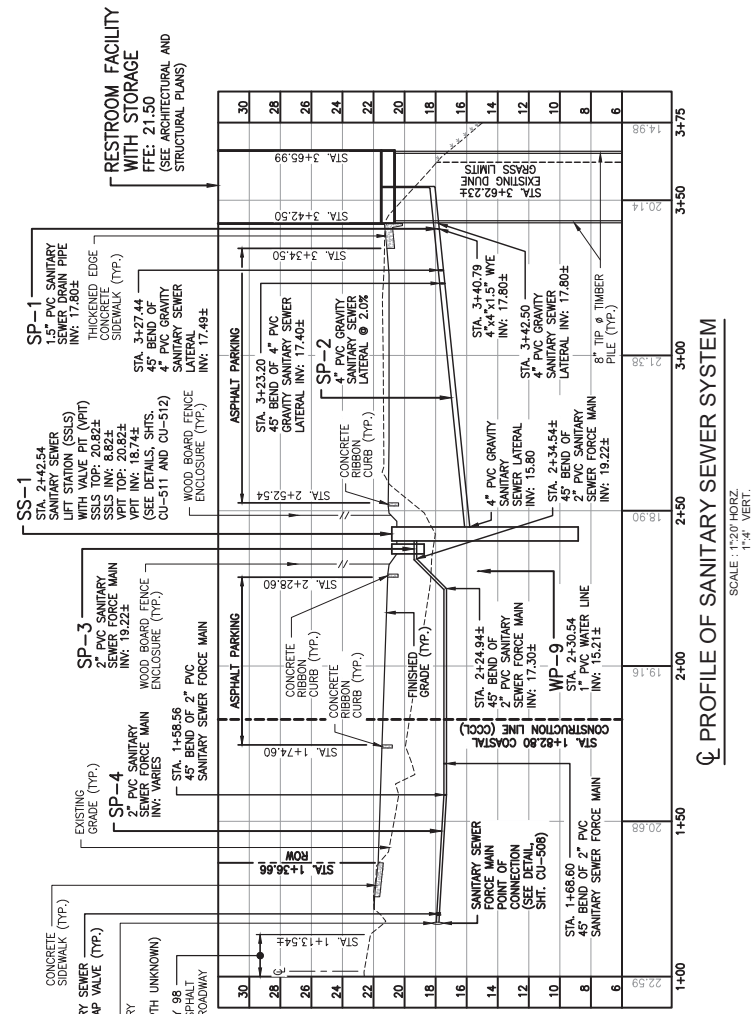
CHECKED BY: RLW

DATE: JULY 2024

PROJ. MGR: JCP

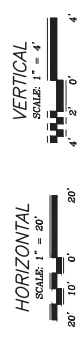
DRAWN BY: JJ

NOTE:
CONTRACTOR SHALL PROVIDE A MINIMUM
OF 2.5' OF COVER OVER TOPS OF PIPES.



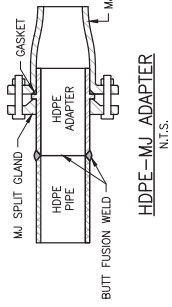
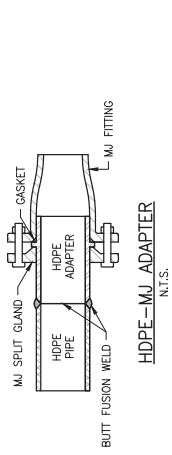
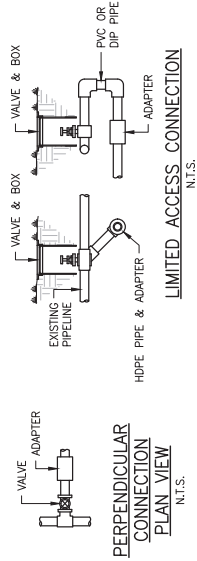
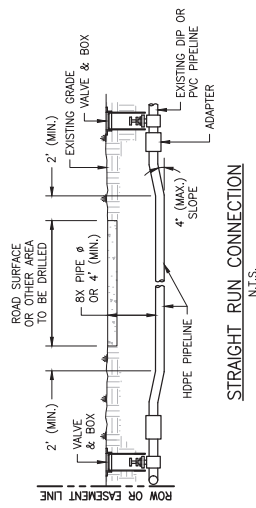
PROFILE OF SANITARY SEWER SYSTEM

SCALE: 1"=20' HORIZ.
1"=4' VERT.



SECTION 1 - POTABLE WATER SYSTEM										14.1 DESCRIPTION										14.2 CODES AND STANDARDS										14.3 MATERIALS										14.4 DETECTOR WIRE										14.5 PIPING AND PIPE FITTINGS										14.6 WATER MAINS										14.7 GATE VALVES										14.8 WATER SERVICE PIPING										14.9 VALVES										14.10 TAPPING SADDLES										14.11 TAPPING SADDLES										14.12 TAPPING SADDLES										14.13 TAPPING SADDLES										14.14 TAPPING SADDLES										14.15 TAPPING SADDLES										14.16 TAPPING SADDLES										14.17 TAPPING SADDLES										14.18 TAPPING SADDLES										14.19 TAPPING SADDLES										14.20 TAPPING SADDLES										14.21 TAPPING SADDLES										14.22 TAPPING SADDLES										14.23 TAPPING SADDLES										14.24 TAPPING SADDLES										14.25 TAPPING SADDLES										14.26 TAPPING SADDLES										14.27 TAPPING SADDLES										14.28 TAPPING SADDLES										14.29 TAPPING SADDLES										14.30 TAPPING SADDLES										14.31 TAPPING SADDLES										14.32 TAPPING 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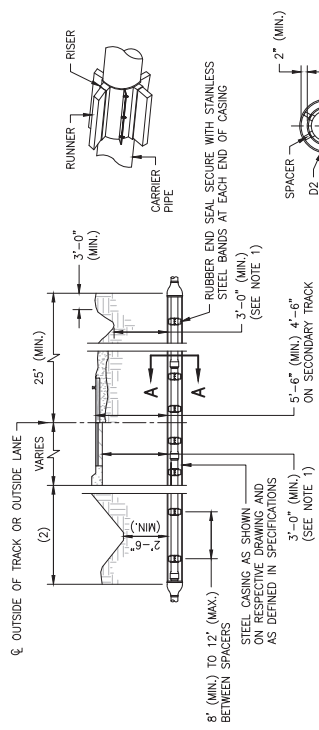
[illegible]



GENERAL NOTES:

1. DIRECTIONAL DRILLS SHALL BE COMPLETED USING FFWC PIPE, DUCTILE IRON SIZE OR APPROVED EQUIVALENT.
2. ALL DIRECTIONAL DRILLS SHALL BE AT A DEPTH OF 8X PIPE DIAMETER BELOW THE PIPE SURFACE OR 4' WHICHEVER IS GREATER.
3. ALL HOLES MUST BE COLOR CODED (SAFETY BLUE= WATER, SAFETY GREEN FOR SEWER AND PANTONE PURPLE FOR RECLAIMED WATER); BUTT FUSION WELDED; AND CONNECTED WITH HDPE-MU ADAPTER

DIRECTIONAL DRILLING DETAIL



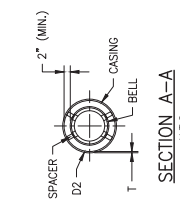
GENERAL NOTES:

- (1) VERTICAL DIMENSIONS TYPICAL FOR CASINGS
- (2) WITH CURB, 6" STATE & 2" CITY ROADS MINIMUM WITHOUT CURB, 8" STATE & 4" CITY ROADS MINIMUM
- (3) STEEL CASING PIPE SHALL CONFORM TO THE REQUIREMENTS OF AWWA C-200 AND ASTM-A-159, GRADE B.
- (4) WHEN CASING IS INSTALLED WITHOUT BENEFIT OF A PROTECTIVE WALL, THE CASING SHALL BE PROTECTED. THE WALL THICKNESS SHALL BE INCREASED TO THE NEAREST STANDARD SIZE WHICH IS A MINIMUM OF 0.063" GREATER THAN THE THICKNESS SHOWN EXCEPT FOR DIMENSIONS LESS THAN 12.75".
- (5) FOR REFERENCE ONLY.

MINIMUM CASING SIZE AND THICKNESS															
DIP-M.J.	-	-	-	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"	42"	48"
DIP-P.O.	-	-	-	8"	10"	12"	14"	16"	18"	20"	24"	-	30"	36"	42"
PVC	-	-	-	8"	10"	12"	-	-	-	-	-	-	-	-	-
Casing Pipe (2)	8"	10"	12"	14"	16"	20"	24"	30"	36"	42"	48"	54"	60"	66"	72"
Wall Thickness (1) Roads	18"	18"	18"	20"	20"	22"	25"	312"	312"	312"	375"	375"	500"	500"	500"
Wall Thickness (1) Trenches	18"	18"	18"	20"	20"	22"	25"	312"	312"	312"	375"	375"	500"	500"	500"
Wall Thickness (1) R.R.	18"	18"	18"	20"	20"	22"	25"	344"	344"	408"	408"	480"	500"	500"	500"

JACK AND BORE DETAIL

N.T.S.



NOTE:

PRESSURE MAIN TO BE RESTRAINED WITH MANUFACTURERS RESTRAINED JOINTS THROUGH CASING. USE (3) SS CASING SPACER CENTERED ON EACH PIPE LENGTH. TIMBER SKIDS ARE OPTIONAL.



DESTIN WATER USERS, INC.
 14 INDUSTRIAL PARK LANE,
 DESTIN, FL 32541
 (850) 837-6146

I:\121 Okaloosa County\12107.01 Tarpon Beach Park\CADD Drawings (DWGS and DGNS)\CU-501 - CU-5XX - Misc Water and Sewer Details.dwg, Sep 25, 2024 - 2:48:47PM, jjohnson

FINAL PLANS - RELEASED FOR BID

CU-503

MISCELLANEOUS
WATER AND SANITARY
SEWER DETAILS

PROJECT NO:	12107.01
DESIGNED BY:	RAS
DRAWN BY:	JJ
CHECKD BY:	RLW
PROJ. MGR:	JCP
DATE:	JULY 2024

PROJECT NO:	12107.01
DESIGNED BY:	RAS
DRAWN BY:	JJ
CHECKD BY:	RLW
PROJ. MGR:	JCP
DATE:	JULY 2024

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DESIGNED BY:	RAS
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PROJ. MGR:	JCP
DATE:	JULY 2024

PROJECT NO:	12107.01
DESIGNED BY:	RAS
DRAWN BY:	JJ
CHECKD BY:	RLW
PROJ. MGR:	JCP
DATE:	JULY 2024

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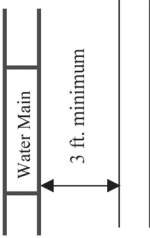
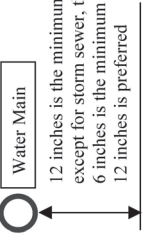
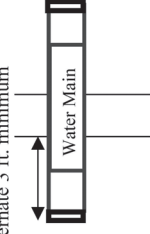
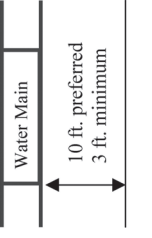
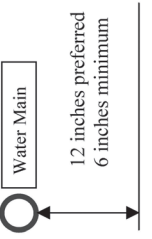
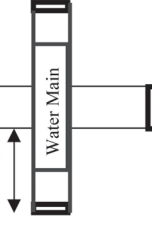
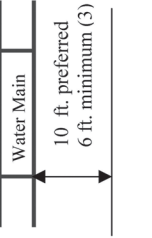
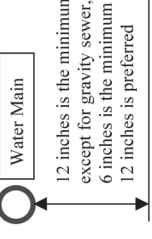
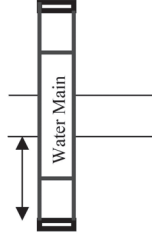
NO.	DATE	APPR.	REVISION / ACTION TAKEN

SHORE AT
TARPON BEACH

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
14101 PANAMA CITY BEACH PARKWAY, SUITE 110,
PANAMA CITY BEACH, FL 32413 (850) 230-6150
ENGINEERING BUSINESS: EB-0000340
PENSACOLA - PANAMA CITY BEACH - TALLAHASSEE - MOBILE

1 2 3 4 5 6 7 8 9 10

LOCATION OF PUBLIC WATER SYSSYM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

Other Pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossings (Full Joint Centered)
Storm Sewer, Stormwater Force Main, Reclaimed Water (2)	 3 ft. minimum	 12 inches is the minimum, except for storm sewer, then 6 inches is the minimum and 12 inches is preferred	 Alternate 3 ft. minimum
Vacuum Sanitary Sewer	 10 ft. preferred 3 ft. minimum	 12 inches preferred 6 inches minimum	 Alternate 3 ft. minimum
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)	 10 ft. preferred 6 ft. minimum (3)	 12 inches is the minimum, except for gravity sewer, then 6 inches is the minimum and 12 inches is preferred	 Alternate 6 ft. minimum
On-Site Sewage Treatment & Disposal System	10 ft. minimum	---	---

- (1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.
(2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
(3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.
(4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

Disclaimer – This document is provided for your convenience only. Please refer to F.A.C. Rule 62-555.314 for additional construction requirements.

DEP WATER SEPARATION DETAILS

N.T.S.



DESTIN WATER USERS, INC.
14 INDUSTRIAL PARK LANE,
DESTIN, FL 32541
(850) 837-8466

MISCELLANEOUS
WATER AND SANITARY
SEWER DETAILS

PROJECT NO.
12107.01
DESIGNED BY: RAS
CHECKED BY: RLW
DATE: JULY 2024

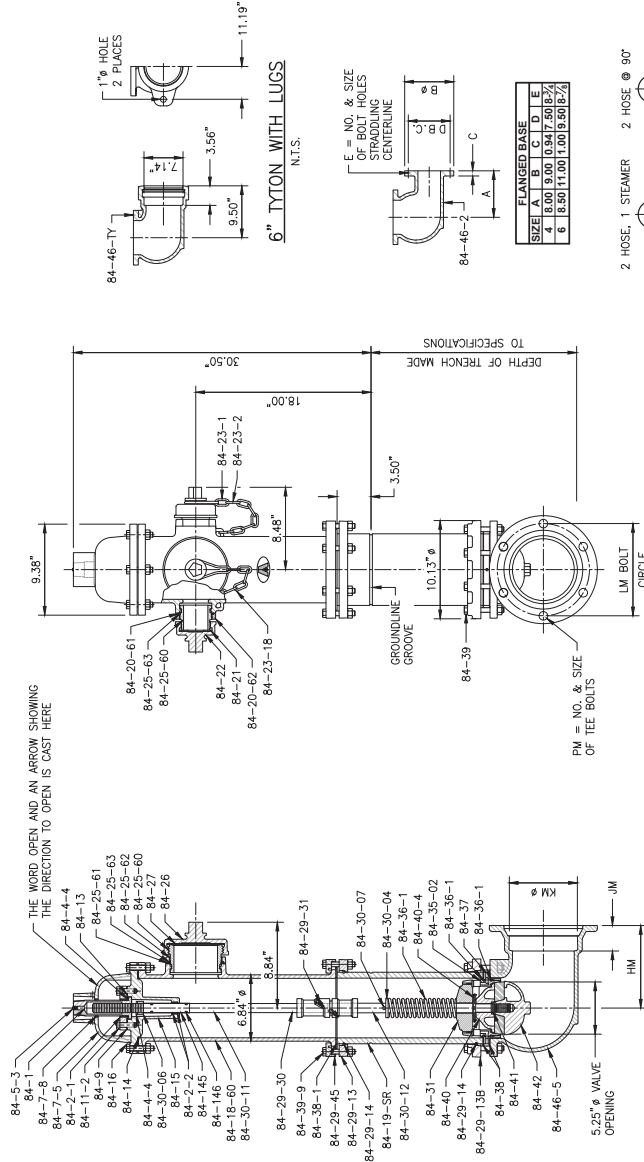
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CONSTRUCTION
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NO.	DATE	APPR.	REVISION / ACTION TAKEN

SHORE AT
TARPON BEACH



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
1401 PALMVIEW CITY BEACH, FL 32909 (888) 234-1110
PALMVIEW CITY BEACH, FL 32909 (888) 234-1110
PALMVIEW CITY BEACH, FL 32909 (888) 234-1110



MECHANICAL JOINT BASE				
SIZE	HM	JM	KM	LM E
4	8.50	2.50	4.91	7.50 4-3/4
6	8.50	2.50	7.00	9.50 6-3/4



N.T.S.

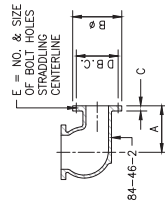
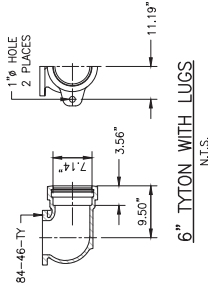
GENERAL NOTES:

1. SIZE AND SHAPE OF OPERATING NUT AND NUT ON CAPS, THREADING ON NOZZLES AND CAPS AND THE DIRECTION OF OPENING MADE TO SPECIFICATIONS.
2. CAP CHAINS ARE NOT FURNISHED UNLESS SPECIFIED.
3. ALL GRAY IRON IS ASTM A126 CLASS B.
4. BOLTS AND NUTS ARE RUSTPROOFED STEEL ASTM A307 OR EQUIVALENT IN ACCORDANCE WITH AWWA C502.
5. WORKING PRESSURE: 250 P.S.I. AWWA 200 P.S.I. FACTORY MUTUAL & UNDERWRITERS LAB. TEST PRESSURE: 500 P.S.I.
6. HYDRANT CONFORMS TO AWWA STANDARD C502.
7. UPPER BARREL CAN BE ROTATED 360°.
8. FACTORY MUTUAL APPROVED AND UNDERWRITERS LABORATORIES LISTED IF MARKED.

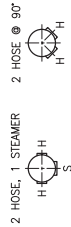
5-1/4" B84B-5 AMERICAN DARLING HYDRANT WITH TAMPER PROOF COVER DETAIL

N.T.S.

PARTS LIST			
PART NO.	QTY.	PART NAME	MATERIAL & ASTM NO.
84-1	1	OPERATING NUT	BRONZE B763 ALLOY 865
84-2	2	HOUSING O-RING	NITRIL RUBBER
84-2.1	1	PISTON WASHER	STEEL
84-4	1	THRU PLUG	STEEL
84-5.1	1	TAMPER RESISTANT COVER	DUCTILE IRON
84-7.5	1	COVER CAP SCREWS	SEE NOTE 4
84-8	1	COVER CAP	GRAY IRON
84-11-2	4	COVER CAP SCREWS	SEE NOTE 4
84-13	1	COVER GASKET	FIBER COMPOSITION RUBBER
84-14	1	HOUSING GASKET	FIBER COMPOSITION RUBBER
84-15	1	HOUSING BOLTS & NUTS	SEE NOTE 4
84-16	6	HOUSING BOLTS & NUTS	SEE NOTE 4
84-16-B	1	UPPER BARREL	DUCTILE IRON A538
84-19-B	1	LOWER BARREL	DUCTILE IRON A538
84-20-A	2	HOSE NOZZLE SEAL	BUNAN BRZ B763 ALLOY 876
84-20-B	2	HOSE NOZZLE SEAL	DUCTILE IRON
84-20-C	2	HOSE NOZZLE RETAINER	TEFLON
84-20-D	2	HOSE NOZZLE RETAINER	GRAY IRON
84-21	2	HOSE CAPS	GRAY IRON
84-22	2	HOSE CAPS	GRAY IRON
84-23.1	2	HOSE CAP CHAINS WITH S HOOK	STEEL
84-23.2	3	S HOOK	STEEL
84-23-B	1	PUMPER CAP CHAIN WITH S HOOK	STEEL
84-24	1	PUMPER NOZZLE SEAL	BRONZE B763 ALLOY 867
84-25	1	PUMPER NOZZLE SEAL	DUCTILE IRON
84-25-C	1	PUMPER NOZZLE RETAINER	TEFLON
84-26	1	PUMPER CAP	GRAY IRON
84-26.1	1	PUMPER FLANGE	DUCTILE IRON A538
84-26.2	1	BARREL FLANGE	DUCTILE IRON A538
84-29-1A	2	SNAP RINGS	STAINLESS STEEL
84-29-1B	1	ROD COUPLING	GRAY IRON
84-29-20	1	ROD COUPLING PINS	GRAY IRON
84-29-45	1	BREAKABLE FLANGE	STAINLESS STEEL
84-30-03	1	HYDRANT SPRING	STAINLESS STEEL
84-30-04	1	SPRING PLATE	BRONZE B884 ALLOY 377
84-30-06	1	TRAVEL STOP NUT	BRONZE B884 ALLOY 377
84-30-11	1	UPPER ROD PIN	STEEL
84-30-12	1	LOWER ROD	STEEL
84-31	1	DRAIN LEVER	BRONZE B884 ALLOY 322
84-32	1	DRY ORNING	BUNAN BRZ B763 ALLOY 876
84-37	2	SNAP RINGS	BUNAN BRZ B763 ALLOY 876
84-38	2	DRAIN RING GASKETS	COMPOSITION RUBBER
84-38-1	1	BARREL GASKETS	COMPOSITION RUBBER
84-39	8	VALVE BOLTS & NUTS	SEE NOTE 3
84-39.4	1	VALVE TOP	GRAY IRON
84-40	1	VALVE TAP CLEVIS & CLIP PIN	STAINLESS STEEL
84-41	1	HYDRANT VALVE	RUBBER
84-41.1	1	FLANGED BASE	DUCTILE IRON
84-46-2	1	MECHANICAL JOINT BASE	DUCTILE IRON
84-46-5	1	TYTON BASE	DUCTILE IRON
84-46-TY	1	TYTON BASE	DUCTILE IRON
84-46-1	1	SLAVE O-RINGS	BUNAN
84-46-2	1	SLAVE O-RINGS	BUNAN



FLANGED BASE					
SIZE	A	B	C	D	E
4	8.00	9.00	0.94	7.50	8- ³ / ₄
6	8.50	11.00	1.00	9.50	8- ⁷ / ₈



NOZZLE ARRANGEMENTS

N.T.S.



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

14101 PATAWAY CITY BEACH PARKWAY, SUITE 110,
PATAWAY CITY BEACH, FL 32413 (850) 210-0150
ENGINEERING BUSINESS: EEO/AAE/DFW
PATAWAY CITY BEACH - PATAWAY CITY BEACH - MOBILE
PENSACOLA - PATAWAY CITY BEACH - TALLAHASSEE - MOBILE

SHORE AT
TARPON BEACH

NO.	DATE	APPR.	REVISION / ACTION TAKEN

NOT RELEASED FOR CONSTRUCTION

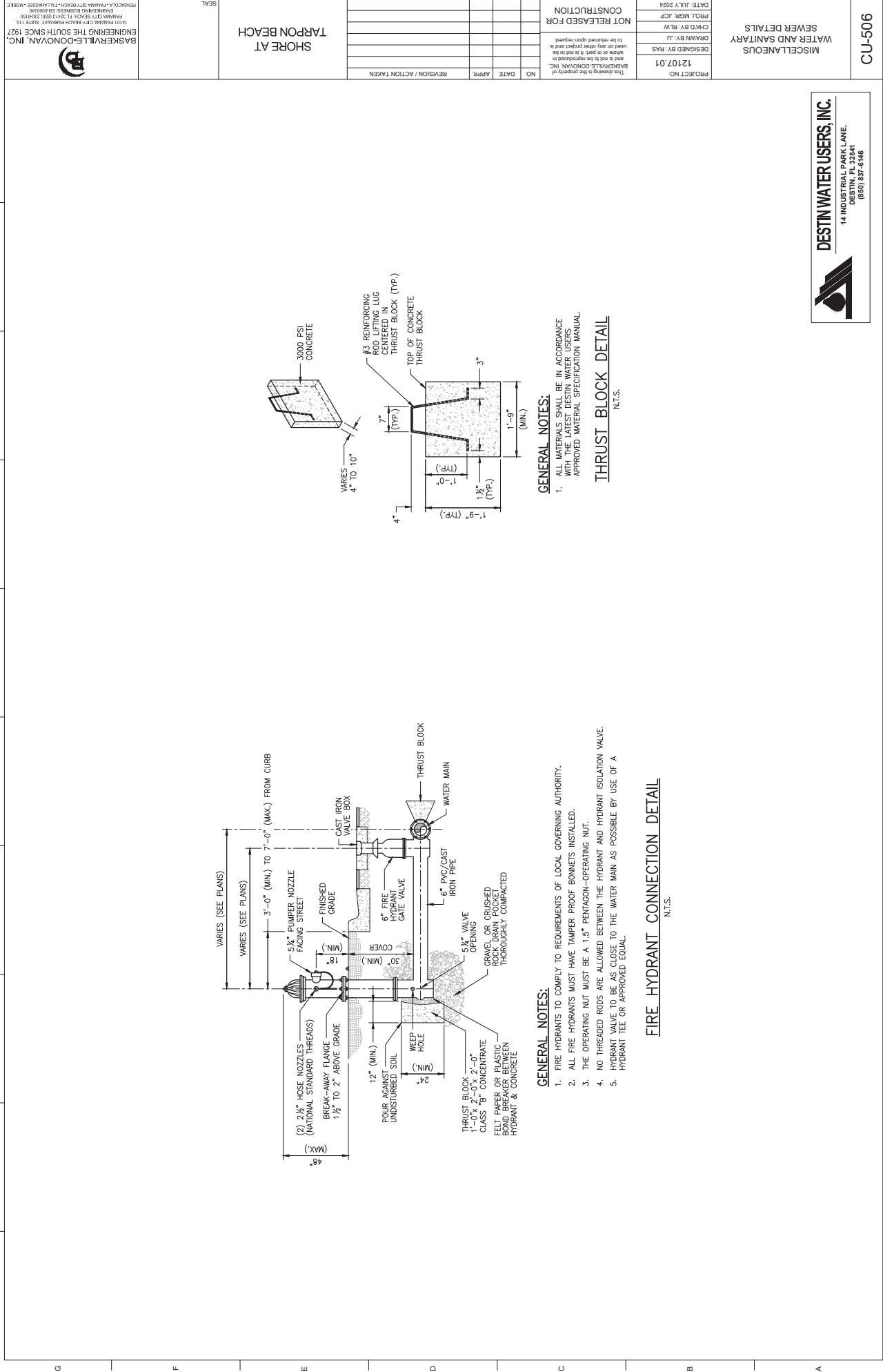
PROJECT NO:	12107.01
DESIGNED BY:	RAS
DRAWN BY:	JJ
CHECKED BY:	RLW
PROJ. MGR:	JCP
DATE:	JULY 2024

MISCELLANEOUS
WATER AND SANITARY
SEWER DETAILS



DESTIN WATER USERS, INC.
14 INDUSTRIAL PARK LANE,
DESTIN, FL 32541
(850) 837-6146

1 2 3 4 5 6 7 8 9 10



PROJECT NO. 12107.01		DATE: JULY 2024
DESIGNED BY: JAS		PROJ. MGR: JCP
DRAWN BY: JJ		CHD BY: RLW
BASKERVILLE-DONOVAN, INC.		DESTIN WATER USERS, INC.
14 INDUSTRIAL PARK LANE, DESTIN, FL 32840		(850) 837-8466
MISCELLANEOUS		WATER AND SANITARY
SEWER DETAILS		
CU-506		

DESTIN WATER USERS, INC.
14 INDUSTRIAL PARK LANE,
DESTIN, FL 32840
(850) 837-8466

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
1401 PALMWAY CITY BEACH, FL 32910 (850) 233-1110
PENSACOLA • PALMWAY CITY BEACH • TALLAHASSEE • JOPLIN

SHORE AT
TARPOON BEACH

NO. DATE APPR. REVISION / ACTION TAKEN

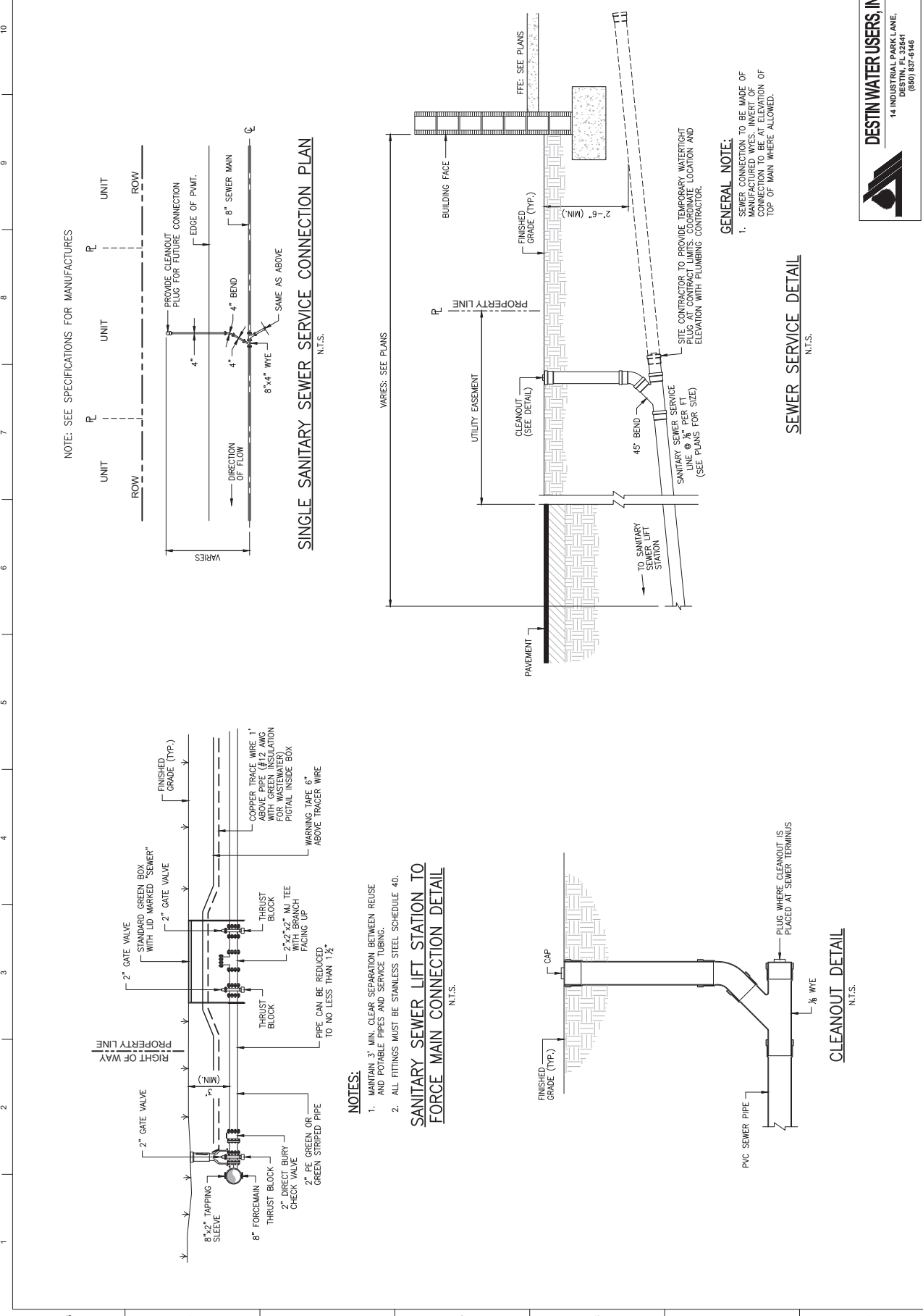
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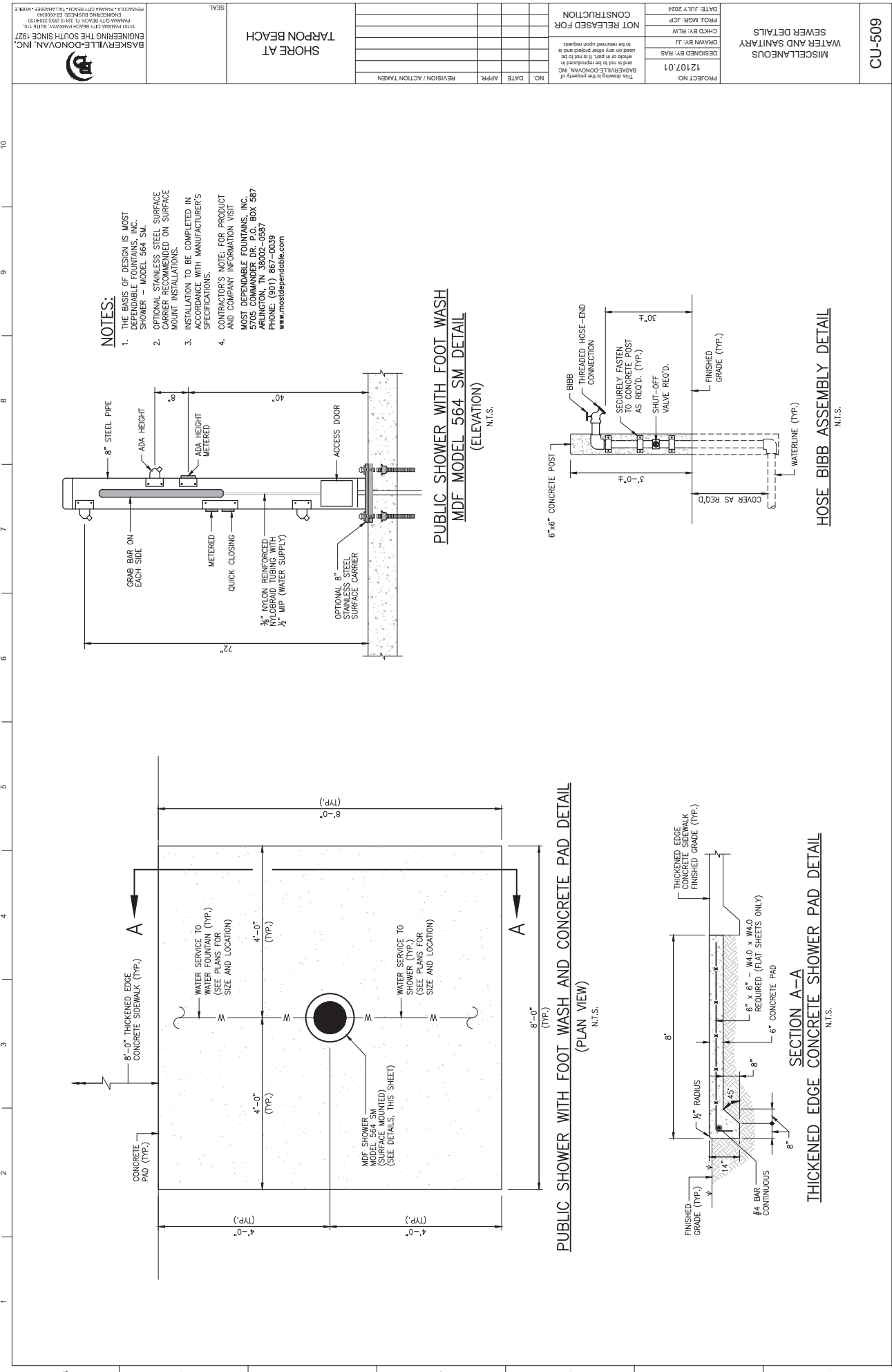
SEAL

FINAL PLANS - RELEASED FOR BID

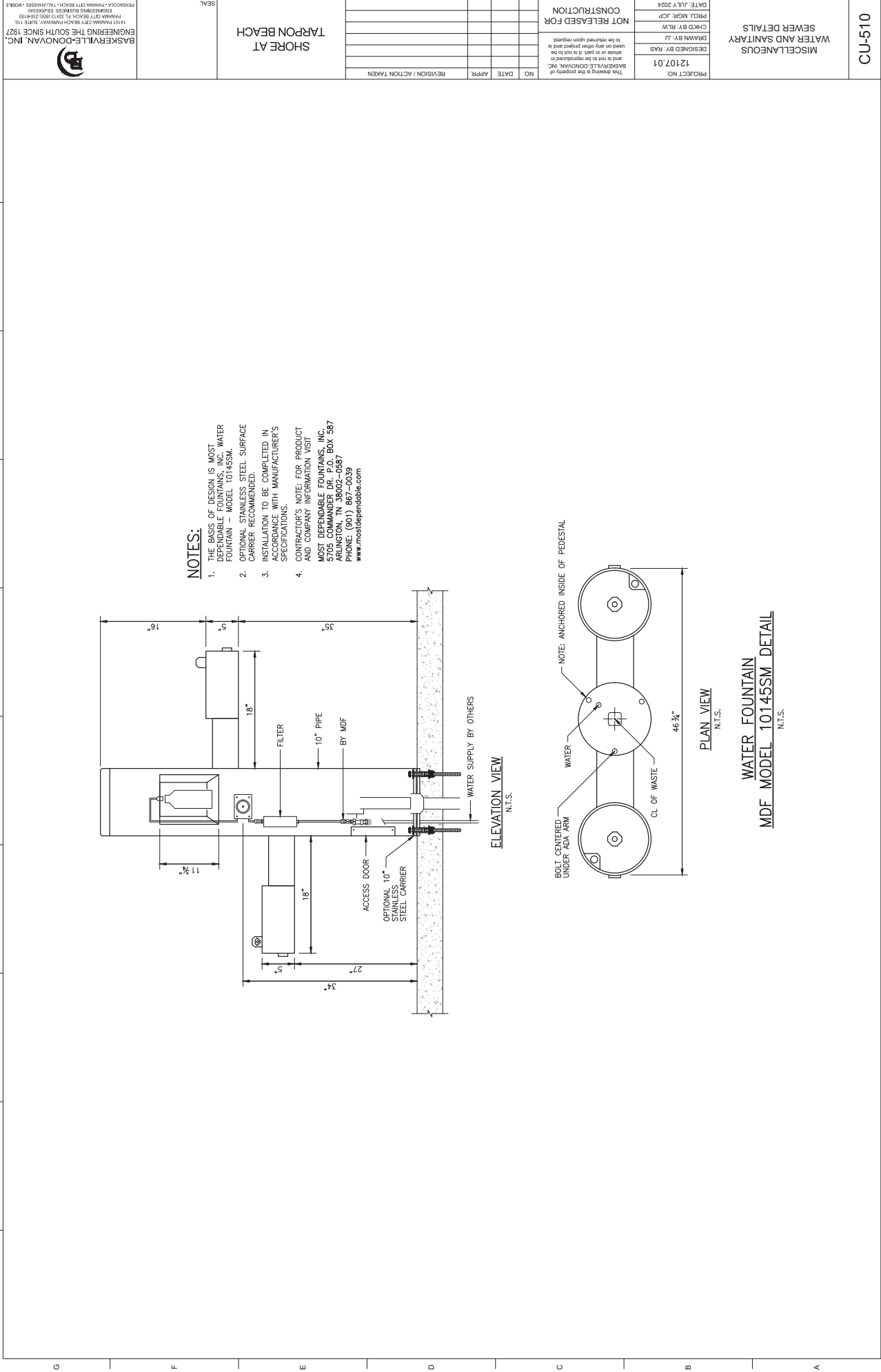
I:\121 Okaloosa County\12107.01 Torpon Beach Park\CA00 Drawings (DWGS and DGNs)\CU-501 - CU-5XX - Misc Water and Sewer Details.dwg, Sep 25, 2024 - 2:50:16PM, Johnson

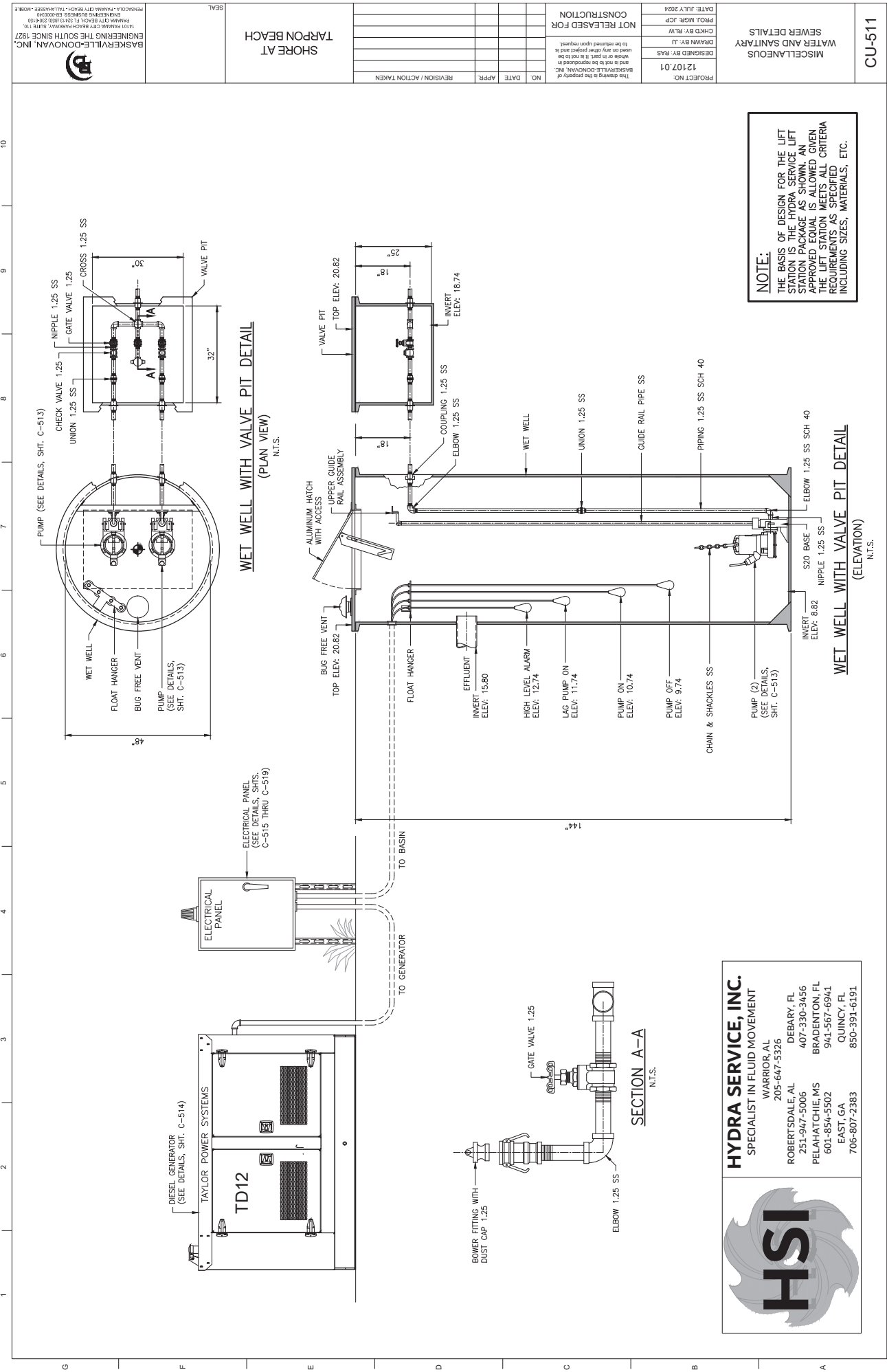


1 2 3 4 5 6 7 8 9 10



1 2 3 4 5 6 7 8 9 10







SHORE AT
TARPON BEACH

NO.	DATE	APPR.	REVISION / ACTION TAKEN		

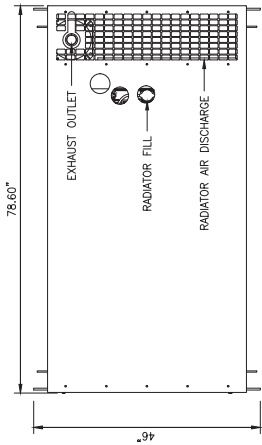
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USED ON ANY OTHER PROJECT AND IS
TO BE RETURNED UPON REQUEST.

PROJECT NO:	12107.01
DESIGNED BY:	RAS
DRAWN BY:	JJ
CHECKED BY:	RLW
PROJ. MGR:	JCP
DATE:	JULY 2024

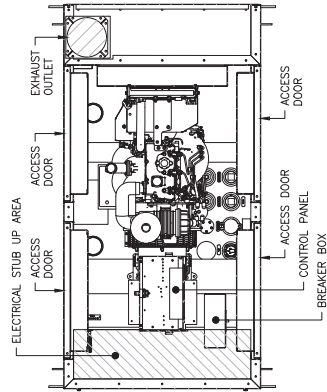
MISCELLANEOUS
WATER AND SANITARY
SEWER DETAILS

CU-513

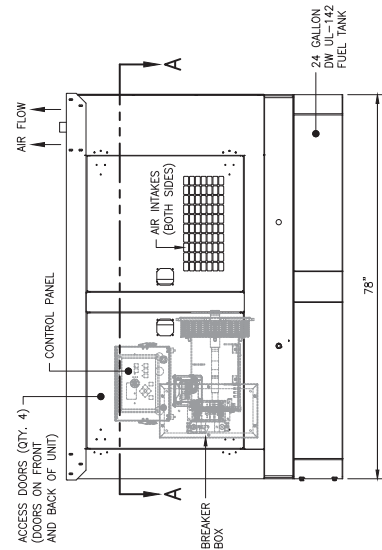
FINAL PLANS - RELEASED FOR BID



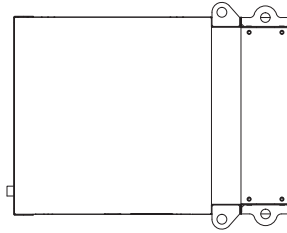
TOP VIEW
(PLAN VIEW)
N.T.S.



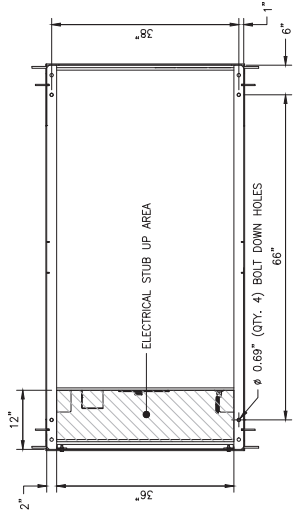
SECTION A-A
(PLAN VIEW)
N.T.S.



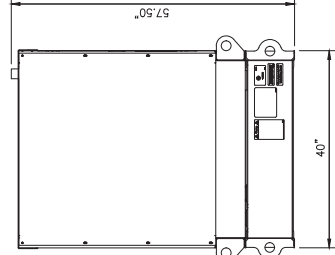
FRONT SIDE VIEW
(ELEVATION)
N.T.S.



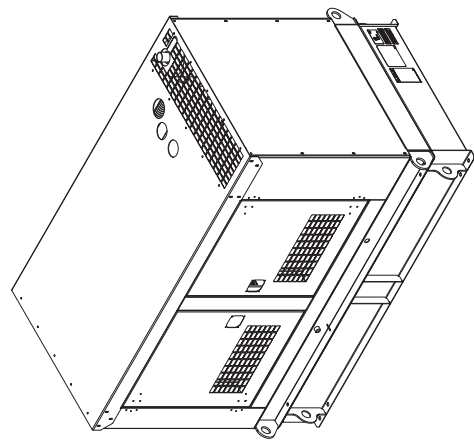
LEFT SIDE VIEW
(ELEVATION)
N.T.S.



BOTTOM VIEW
(PLAN VIEW)
N.T.S.



RIGHT SIDE VIEW
(ELEVATION)
NTS

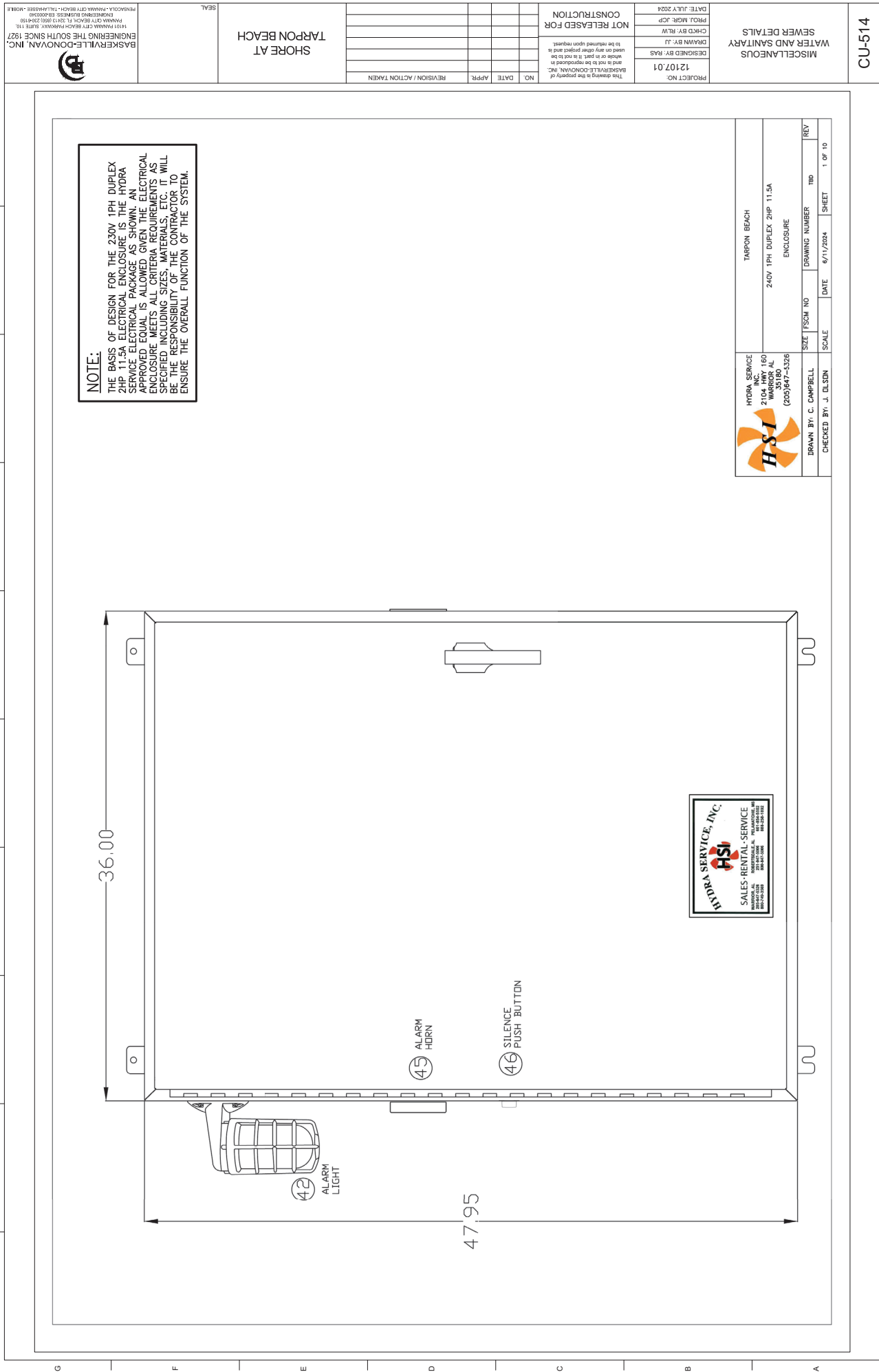


ISOMETRIC VIEW
(ELEVATION)
N.T.S.

GENERAL NOTES:

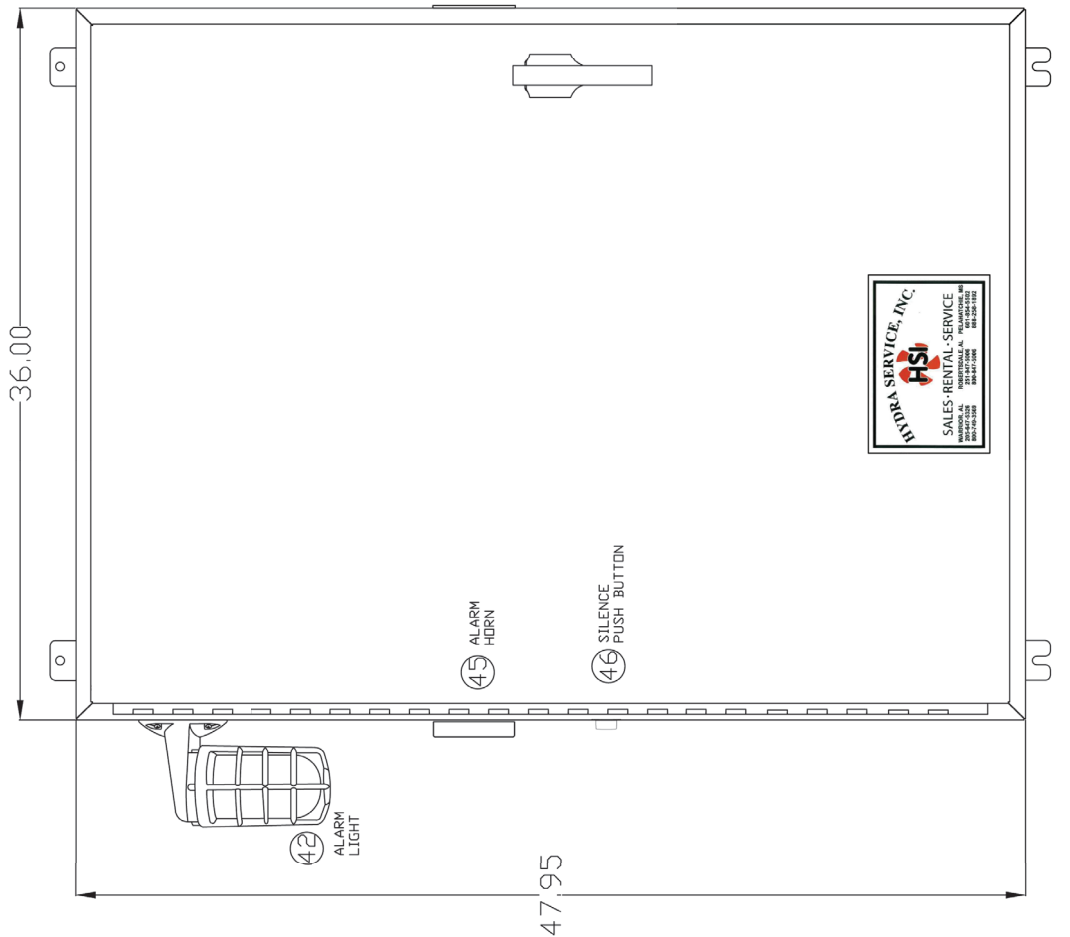
1. GENERATOR UNIT APPROXIMATE DRY WEIGHT: 1600 LBS.
2. CONTRACTOR TO PROVIDE 6" THICK CONCRETE PAD FOR GENERATOR UNIT.

NOTE: THE BASIS OF DESIGN FOR THE DIESEL GENERATOR IS THE TAYLOR POWER 'TD12 SELECT' SERIES 12KW DIESEL GENERATOR MODEL 'TD12 SAE 24 GALLON FUEL TANK AS SHOWN. AN APPROVED EQUAL IS ALLOWED GIVEN THE DIESEL GENERATOR MEETS ALL CRITERIA REQUIREMENTS AS SPECIFIED INCLUDING SIZES, MATERIALS, ETC.



NOTE:

THE BASIS OF DESIGN FOR THE 230V 1PH DUPLEX 2HP 11.5A ELECTRICAL ENCLOSURE IS THE HYDRA ELECTRIC ELECTRICAL PACKAGE AS SHOWN. AN APPROVED EQUAL IS ALLOWED GIVEN THE ELECTRICAL ENCLOSURE MEETS ALL CRITERIA REQUIREMENTS AS SPECIFIED INCLUDING SIZES, MATERIALS, ETC. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE OVERALL FUNCTION OF THE SYSTEM.



42 ALARM LIGHT

45

46 SILENCE
PUSH BUTTON

$$\begin{array}{r} 47.95 \\ - 1.25 \\ \hline \end{array}$$


TARPON BEACH

240V 1PH DUPLEX 2HP 11.5A

ENCLOSURE

DRAWN BY: C. CAMPBELL	SIZE	FSCM NO	DRAWING NUMBER		REV
	TBD				
CHECKED BY: J. OLSON	SCALE	DATE	SHEET		1 OF 10
	6/11/2024				

CHECKED BY: J. OLSON	SCALE	DATE	6/11/2024	SHEET	1 OF 10
----------------------	-------	------	-----------	-------	---------

SCALE

103

DATE _____

6/11/2013

24	5
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SHEET

CU-514

MISCELLANEOUS
WATER AND SANITARY
SEWER DETAILS

PROJECT NO:
12107.01
DESIGNED BY: RAS
DRAWN BY: JJ
CHKD BY: RLW
PROJ. MGR: JCP
DATE: JULY 2024

101 PAS

101 SVS

NOT RELEASED FOR
CONSTRUCTION

SHORE AT
TARPON BEACH

EAL



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
14101 PANAMA CITY BEACH PARKWAY, SUITE 110
PANAMA CITY BEACH, FL 32413 (904) 230-0150
ENGINEERING BUSINESS: 88-0000340
PENSACOLA - PANAMA CITY BEACH - TALLAHASSEE - MOBILE

l:\121 Okaloosa County\12107.01 Tarpon Beach Park\CADD Drawings (DWGS and DGNS)\CU-501 - CU-5XX - Misc Water and Sewer Details.dwg, Sep 25, 2024 - 2:53:43PM, jjohnson

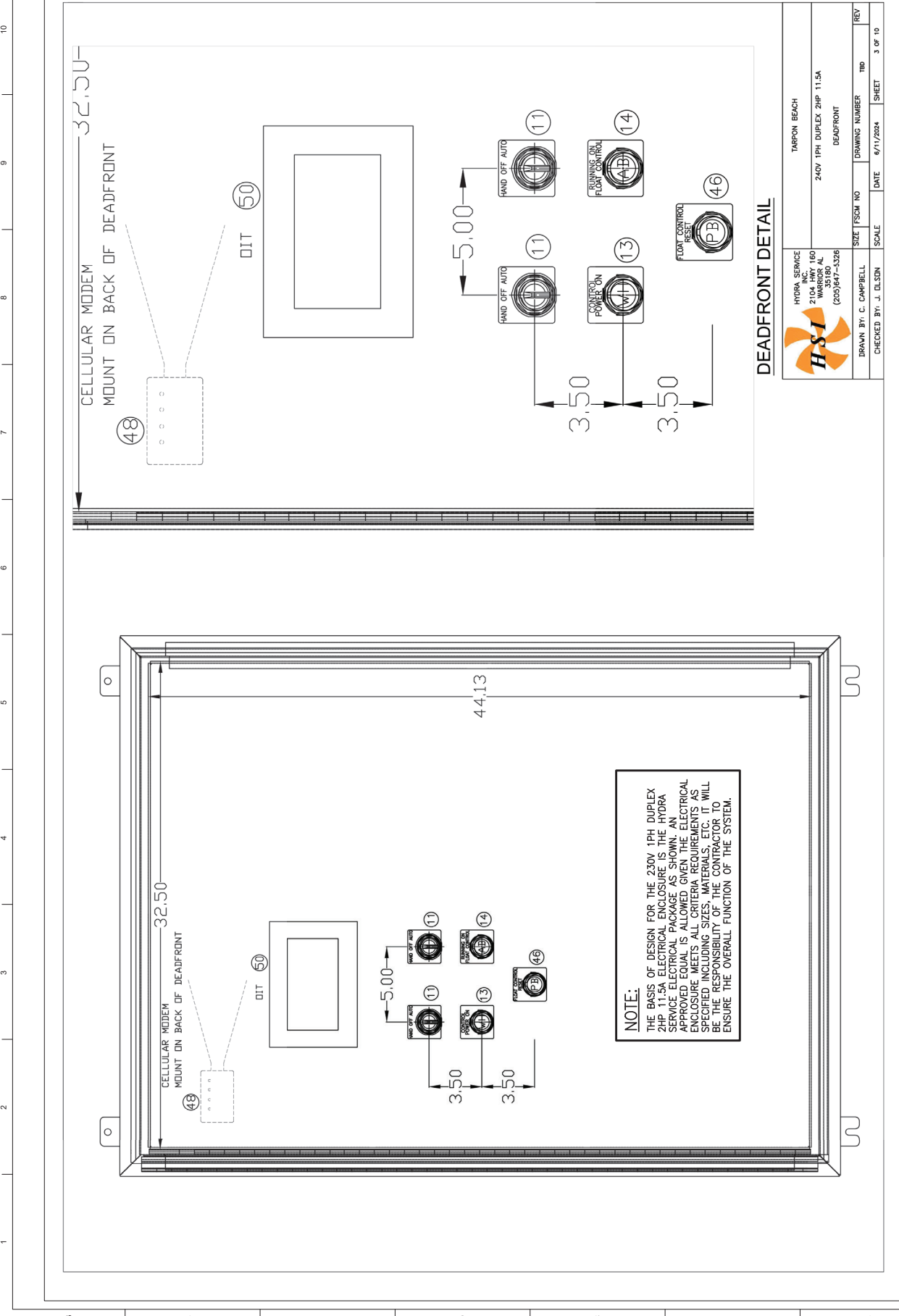
FINAL PLANS - RELEASED FOR BID

G F E D C B A

Line#	QTY	U/A	MFG	Description	Number
1	1	EA	SCHAEFER	48" X 36" X 12" ENCLOSURE, 304SS, NEMA 4X, w/LEAD/IRON	SP4533-483612-1025
2	1	EA	SCHAEFER	48" X 36" X 12" ENCLOSURE, 304SS, NEMA 4X, w/LEAD/IRON	SP7-4836
3	1	EA	SCHAEFER	48" X 36" X 12" ENCLOSURE, 304SS, NEMA 4X, w/LEAD/IRON	SP7-4836
4	3	EA	BLACKBURN	GROUND LUG, 14-6 AWG	AIR6
5	1	EA	SQUARE D	GROUND BAR, 96POINT, ALUMINUM	PROGTA
6	1	EA	SQUARE D	GROUND BAR, 96POINT, ALUMINUM	PROGTA
7	1	EA	SQUARE D	GROUND BAR, 96POINT, ALUMINUM	PROGTA
8	1	EA	ABB	FUSE HOLDER, 690V, 10A, 1POLE, 18-10 AWG, HELDS 10 X 38mm FUSES	E91/32
9	1	EA	BUSSMAN	FUSE, TIME-DELAY, 7A, 300V, 13/32 X 1-1/2 (31 X 38mm)	FNO-7
10	1	EA	SQUARE D	CIRCUIT BREAKER, MINATURE, 1-POLE, 10 AMP, 120/240V	Q00110
11	2	EA	SQUARE D	SELECTOR SWITCH, 3 POSITION, 30mm, NEMA 4X	900SKS43B
12	2	EA	SQUARE D	CONTACT BLOCK, 1 N.D. AND N.C. CONTACT, FINGERSAFE	Q001K1
13	1	EA	SQUARE D	PILOT LIGHT, LED, WHITE, 120VAC/DC, 14VA, HEAVY DUTY, NEMA 4X, 30mm	900SKP8LWV31
14	1	EA	SQUARE D	PILOT LIGHT, LED, AMBER, 120VAC/DC, 14VA, HEAVY DUTY, NEMA 4X, 30mm	900SKP8LWV31
15	2	EA	SULZER	G461 SEAL TAIL RELAY, 120VAC	16907010
16	4	EA	CIE	CAPACITOR MOUNT, ROUND, 1-3/4" DIAM	V96A
17	4	EA	HMS	START CAP, 161-190PF, 330V	11967
18	2	EA	HMS	START RELAY, 395V, 260-275V PICKUP, 120V DROP/OUT	12714
19	2	EA	HMS	START RELAY, 395V, 260-275V PICKUP, 120V DROP/OUT	12714
20	2	EA	HMS	START RELAY, 395V, 260-275V PICKUP, 120V DROP/OUT	12714
21	1	EA	SQUARE D	CIRCUIT BREAKER, MINATURE, 2-POLE, 40 AMP, 120/240V	Q00240
22	1	EA	SQUARE D	POWER DISTRIBUTION BLOCK, MINATURE, 1-POLE, MAIN - (3)H14-2, BRANCH - (3)H14-2	900BLB61101
23	1	EA	SQUARE D	CONTACT BLOCK, 1 N.D., FINGERSAFE	900K1A2
24	2	EA	SQUARE D	SURGE PROTECTIVE DEVICE, 120/240VAC, 1-PHASE, 3-WIRE, NEMA 4X	S3SA175
25	1	EA	SQUARE D	SURGE PROTECTIVE DEVICE, 120/240VAC, 1-PHASE, 3-WIRE, NEMA 4X	Q00A8K
26	1	EA	SQUARE D	HAT BRACKET FOR MOUNTING 2 000 CIB	CUSTOM
27	1	EA	HYDRA SERVICE	VOLTAGE MONITOR, 240V SINGLE PHASE, ADJUSTABLE TIME-DELAY, SPOT 10AMP CONTACT	900BLB61104
28	1	EA	SQUARE D	POWER DISTRIBUTION BLOCK, MINATURE, 2-POLE, MAIN - (3)H14-2, BRANCH - (3)H14-2	VAKP240A
29	1	EA	MICROMATIC	VOLTAGE MONITOR, 240V SINGLE PHASE, ADJUSTABLE TIME-DELAY, SPOT 10AMP CONTACT	7069-D
30	1	EA	ABB	RELAY SOCKET, 8PIN OCTAL, DIN RAIL MOUNTABLE	E92/22
31	1	EA	ABB	FUSE, HOLDER, 690V, 10A, 2POLE, 18-10 AWG, HELDS 10 X 38mm FUSES	FLH-1
32	2	EA	LITTELFUSE	FUSE, TIME-DELAY, 1A, 250V, 13/32 X 1-1/2 (31 X 38mm)	Q0025
33	4	EA	SQUARE D	CIRCUIT BREAKER, 2POLE 25AMP	LC1D567
34	2	EA	SQUARE D	CONTACTOR, 12AMP, 120V COIL	LC1D567
35	2	EA	SQUARE D	OVERLOAD RELAY, 9-13AMP	LD16
36	2	EA	SQUARE D	OVERLOAD RELAY, 9-13AMP	LD16
37	1	EA	SQUARE D	OVERLOAD RELAY, 9-13AMP	LD16
38	1	EA	SQUARE D	OVERLOAD RELAY, 9-13AMP	LD16
39	1	EA	SQUARE D	OVERLOAD RELAY, 9-13AMP	LD16
40	1	EA	SQUARE D	OVERLOAD RELAY, 9-13AMP	LD16
41	1	EA	RAB	GLASS GLOBE, CAST GUARD INCANDESCENT FIXTURE w/WALL MOUNT BRACKET, 120W	VBR100G
42	1	EA	RAB	GLASS GLOBE, VAPORPROOF, THEADED, 100W, RUBY	GL100R
43	1	EA	INGRAM	SOLID STATE FLASHER, 150V, THEADED, 100W, RUBY	FSF550-V
44	1	EA	INGRAM	ALARM HORN, NEMA 4X, 120VAC, 0.13A	870P-HS
45	1	EA	EDWARDS	PUSHBUTTON, MOMENTARY, UNIVERSAL COLORS, FULL GUARD, 30mm, NEMA 4X	900SKR10
46	2	EA	SQUARE D	CONTACT BLOCK, 1 N.D., FINGERSAFE	900K1A2
47	2	EA	SQUARE D	CONTACT BLOCK, 1 N.D., FINGERSAFE	900K1A2

NOTE:
THE BASIS OF DESIGN FOR THE 230V 1PH DUPLEX 2HP 11.5A ELECTRICAL ENCLOSURE IS THE HYDRA SERVICE ELECTRICAL PACKAGE AS SHOWN. AN APPROVED EQUAL IS ALLOWED GIVEN THE ELECTRICAL ENCLOSURE MEETS ALL CRITERIA REQUIREMENTS AS SPECIFIED IN THE HYDRA SERVICE ELECTRICAL PACKAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF THE SYSTEM TO ENSURE THE OVERALL FUNCTION OF THE SYSTEM.

Line#	QTY	U/A	MFG	Description	Number
48	1	EA	MULTITECH	CELLULAR TO ETHERNET BRIDGE, LTE, 9-36VDC	MTE-LAT6-R07-US
49	1	EA	HYDRA SERVICE	HYDRA SERVICE PUMP CONTROLLER, 24VDC 0.49AMPS, 10W, 1431, 0.6RELAY, 2A1, 2A2, 2A3, 2A4, 2A5, 2A6, 2A7, 2A8, 2A9, 2A10, 2A11, 2A12, 2A13, 2A14, 2A15, 2A16, 2A17, 2A18, 2A19, 2A20, 2A21, 2A22, 2A23, 2A24, 2A25, 2A26, 2A27, 2A28, 2A29, 2A30, 2A31, 2A32, 2A33, 2A34, 2A35, 2A36, 2A37, 2A38, 2A39, 2A40, 2A41, 2A42, 2A43, 2A44, 2A45, 2A46, 2A47, 2A48, 2A49, 2A50, 2A51, 2A52, 2A53, 2A54, 2A55, 2A56, 2A57, 2A58, 2A59, 2A60, 2A61, 2A62, 2A63, 2A64, 2A65, 2A66, 2A67, 2A68, 2A69, 2A70, 2A71, 2A72, 2A73, 2A74, 2A75, 2A76, 2A77, 2A78, 2A79, 2A80, 2A81, 2A82, 2A83, 2A84, 2A85, 2A86, 2A87, 2A88, 2A89, 2A90, 2A91, 2A92, 2A93, 2A94, 2A95, 2A96, 2A97, 2A98, 2A99, 2A100, 2A101, 2A102, 2A103, 2A104, 2A105, 2A106, 2A107, 2A108, 2A109, 2A110, 2A111, 2A112, 2A113, 2A114, 2A115, 2A116, 2A117, 2A118, 2A119, 2A120, 2A121, 2A122, 2A123, 2A124, 2A125, 2A126, 2A127, 2A128, 2A129, 2A130, 2A131, 2A132, 2A133, 2A134, 2A135, 2A136, 2A137, 2A138, 2A139, 2A140, 2A141, 2A142, 2A143, 2A144, 2A145, 2A146, 2A147, 2A148, 2A149, 2A150, 2A151, 2A152, 2A153, 2A154, 2A155, 2A156, 2A157, 2A158, 2A159, 2A160, 2A161, 2A162, 2A163, 2A164, 2A165, 2A166, 2A167, 2A168, 2A169, 2A170, 2A171, 2A172, 2A173, 2A174, 2A175, 2A176, 2A177, 2A178, 2A179, 2A180, 2A181, 2A182, 2A183, 2A184, 2A185, 2A186, 2A187, 2A188, 2A189, 2A190, 2A191, 2A192, 2A193, 2A194, 2A195, 2A196, 2A197, 2A198, 2A199, 2A200, 2A201, 2A202, 2A203, 2A204, 2A205, 2A206, 2A207, 2A208, 2A209, 2A210, 2A211, 2A212, 2A213, 2A214, 2A215, 2A216, 2A217, 2A218, 2A219, 2A220, 2A221, 2A222, 2A223, 2A224, 2A225, 2A226, 2A227, 2A228, 2A229, 2A230, 2A231, 2A232, 2A233, 2A234, 2A235, 2A236, 2A237, 2A238, 2A239, 2A240, 2A241, 2A242, 2A243, 2A244, 2A245, 2A246, 2A247, 2A248, 2A249, 2A250, 2A251, 2A252, 2A253, 2A254, 2A255, 2A256, 2A257, 2A258, 2A259, 2A260, 2A261, 2A262, 2A263, 2A264, 2A265, 2A266, 2A267, 2A268, 2A269, 2A270, 2A271, 2A272, 2A273, 2A274, 2A275, 2A276, 2A277, 2A278, 2A279, 2A280, 2A281, 2A282, 2A283, 2A284, 2A285, 2A286, 2A287, 2A288, 2A289, 2A290, 2A291, 2A292, 2A293, 2A294, 2A295, 2A296, 2A297, 2A298, 2A299, 2A300, 2A301, 2A302, 2A303, 2A304, 2A305, 2A306, 2A307, 2A308, 2A309, 2A310, 2A311, 2A312, 2A313, 2A314, 2A315, 2A316, 2A317, 2A318, 2A319, 2A320, 2A321, 2A322, 2A323, 2A324, 2A325, 2A326, 2A327, 2A328, 2A329, 2A330, 2A331, 2A332, 2A333, 2A334, 2A335, 2A336, 2A337, 2A338, 2A339, 2A340, 2A341, 2A342, 2A343, 2A344, 2A345, 2A346, 2A347, 2A348, 2A349, 2A350, 2A351, 2A352, 2A353, 2A354, 2A355, 2A356, 2A357, 2A358, 2A359, 2A360, 2A361, 2A362, 2A363, 2A364, 2A365, 2A366, 2A367, 2A368, 2A369, 2A370, 2A371, 2A372, 2A373, 2A374, 2A375, 2A376, 2A377, 2A378, 2A379, 2A380, 2A381, 2A382, 2A383, 2A384, 2A385, 2A386, 2A387, 2A388, 2A389, 2A390, 2A391, 2A392, 2A393, 2A394, 2A395, 2A396, 2A397, 2A398, 2A399, 2A400, 2A401, 2A402, 2A403, 2A404, 2A405, 2A406, 2A407, 2A408, 2A409, 2A410, 2A411, 2A412, 2A413, 2A414, 2A415, 2A416, 2A417, 2A418, 2A419, 2A420, 2A421, 2A422, 2A423, 2A424, 2A425, 2A426, 2A427, 2A428, 2A429, 2A430, 2A431, 2A432, 2A433, 2A434, 2A435, 2A436, 2A437, 2A438, 2A439, 2A440, 2A441, 2A442, 2A443, 2A444, 2A445, 2A446, 2A447, 2A448, 2A449, 2A450, 2A451, 2A452, 2A453, 2A454, 2A455, 2A456, 2A457, 2A458, 2A459, 2A460, 2A461, 2A462, 2A463, 2A464, 2A465, 2A466, 2A467, 2A468, 2A469, 2A470, 2A471, 2A472, 2A473, 2A474, 2A475, 2A476, 2A477, 2A478, 2A479, 2A480, 2A481, 2A482, 2A483, 2A484, 2A485, 2A486, 2A487, 2A488, 2A489, 2A490, 2A491, 2A492, 2A493, 2A494, 2A495, 2A496, 2A497, 2A498, 2A499, 2A500, 2A501, 2A502, 2A503, 2A504, 2A505, 2A506, 2A507, 2A508, 2A509, 2A510, 2A511, 2A512, 2A513, 2A514, 2A515, 2A516, 2A517, 2A518, 2A519, 2A520, 2A521, 2A522, 2A523, 2A524, 2A525, 2A526, 2A527, 2A528, 2A529, 2A530, 2A531, 2A532, 2A533, 2A534, 2A535, 2A536, 2A537, 2A538, 2A539, 2A540, 2A541, 2A542, 2A543, 2A544, 2A545, 2A546, 2A547, 2A548, 2A549, 2A550, 2A551, 2A552, 2A553, 2A554, 2A555, 2A556, 2A557, 2A558, 2A559, 2A560, 2A561, 2A562, 2A563, 2A564, 2A565, 2A566, 2A567, 2A568, 2A569, 2A570, 2A571, 2A572, 2A573, 2A574, 2A575, 2A576, 2A577, 2A578, 2A579, 2A580, 2A581, 2A582, 2A583, 2A584, 2A585, 2A586, 2A587, 2A588, 2A589, 2A590, 2A591, 2A592, 2A593, 2A594, 2A595, 2A596, 2A597, 2A598, 2A599, 2A600, 2A601, 2A602, 2A603, 2A604, 2A605, 2A606, 2A607, 2A608, 2A609, 2A610, 2A611, 2A612, 2A613, 2A614, 2A615, 2A616, 2A617, 2A618, 2A619, 2A620, 2A621, 2A622, 2A623, 2A624, 2A625, 2A626, 2A627, 2A628, 2A629, 2A630, 2A631, 2A632, 2A633, 2A634, 2A635, 2A636, 2A637, 2A638, 2A639, 2A640, 2A641, 2A642, 2A643, 2A644, 2A645, 2A646, 2A647, 2A648, 2A649, 2A650, 2A651, 2A652, 2A653, 2A654, 2A655, 2A656, 2A657, 2A658, 2A659, 2A660, 2A661, 2A662, 2A663, 2A664, 2A665, 2A666, 2A667, 2A668, 2A669, 2A670, 2A671, 2A672, 2A673, 2A674, 2A675, 2A676, 2A677, 2A678, 2A679, 2A680, 2A681, 2A682, 2A683, 2A684, 2A685, 2A686, 2A687, 2A688, 2A689, 2A690, 2A691, 2A692, 2A693, 2A694, 2A695, 2A696, 2A697, 2A698, 2A699, 2A700, 2A701, 2A702, 2A703, 2A704, 2A705, 2A706, 2A707, 2A708, 2A709, 2A710, 2A711, 2A712, 2A713, 2A714, 2A715, 2A716, 2A717, 2A718, 2A719, 2A720, 2A721, 2A722, 2A723, 2A724, 2A725, 2A726, 2A727, 2A728, 2A729, 2A730, 2A731, 2A732, 2A733, 2A734, 2A735, 2A736, 2A737, 2A738, 2A739, 2A740, 2A741, 2A742, 2A743, 2A744, 2A745, 2A746, 2A747, 2A748, 2A749, 2A750, 2A751, 2A752, 2A753, 2A754, 2A755, 2A756, 2A757, 2A758, 2A759, 2A760, 2A761, 2A762, 2A763, 2A764, 2A765, 2A766, 2A767, 2A768, 2A769, 2A770, 2A771, 2A772, 2A773, 2A774, 2A775, 2A776, 2A777, 2A778, 2A779, 2A780, 2A781, 2A782, 2A783, 2A784, 2A785, 2A786, 2A787, 2A788, 2A789, 2A790, 2A791, 2A792, 2A793, 2A794, 2A795, 2A796, 2A797, 2A798, 2A799, 2A800, 2A801, 2A802, 2A803, 2A804, 2A805, 2A806, 2A807, 2A808, 2A809, 2A810, 2A811, 2A812, 2A813, 2A814, 2A815, 2A816, 2A817, 2A818, 2A819, 2A820, 2A821, 2A822, 2A823, 2A824, 2A825, 2A826, 2A827, 2A828, 2A829, 2A830, 2A831, 2A832, 2A833, 2A834, 2A835, 2A836, 2A837, 2A838, 2A839, 2A840, 2A841, 2A842, 2A843, 2A844, 2A845, 2A846, 2A847, 2A848, 2A849, 2A850, 2A851, 2A852, 2A853, 2A854, 2A855, 2A856, 2A857, 2A858, 2A859, 2A860, 2A861, 2A862, 2A863, 2A864, 2A865, 2A866, 2A867, 2A868, 2A869, 2A870, 2A871, 2A872, 2A873, 2A874, 2A875, 2A876, 2A877, 2A878, 2A879, 2A880, 2A881, 2A882, 2A883, 2A884, 2A885, 2A886, 2A887, 2A888, 2A889, 2A890, 2A891, 2A892, 2A893, 2A894, 2A895, 2A896, 2A897, 2A898, 2A899, 2A900, 2A901, 2A902, 2A903, 2A904, 2A905, 2A906, 2A907, 2A908, 2A909, 2A910, 2A911, 2A912, 2A913, 2A914, 2A915, 2A916, 2A917, 2A918, 2A919, 2A920, 2A921, 2A922, 2A923, 2A924, 2A925, 2A926, 2A927, 2A928, 2A929, 2A930, 2A931, 2A932, 2A933, 2A934, 2A935, 2A936, 2A937, 2A938, 2A939, 2A940, 2A941, 2A942, 2A943, 2A944, 2A945, 2A946, 2A947, 2A948, 2A949, 2A950, 2A951, 2A952, 2A953, 2A954, 2A955, 2A956, 2A957, 2A958, 2A959, 2A960, 2A961, 2A962, 2A963, 2A964, 2A965, 2A966, 2A967, 2A968, 2A969, 2A970, 2A971, 2A972, 2A973, 2A974, 2A975, 2A976, 2A977, 2A978, 2A979, 2A980, 2A981, 2A982, 2A983, 2A984, 2A985, 2A986, 2A987, 2A988, 2A989, 2A990, 2A991, 2A992, 2A993, 2A994, 2A995, 2A996, 2A997, 2A998, 2A999, 2A1000, 2A1001, 2A1002, 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2A1128, 2A1129, 2A1130, 2A1131, 2A1132, 2A1133, 2A1134, 2A1135, 2A1136, 2A1137, 2A1138, 2A1139, 2A1140, 2A1141, 2A1142, 2A1143, 2A1144, 2A1145, 2A1146, 2A1147, 2A1148, 2A1149, 2A1150, 2A1151, 2A1152, 2A1153, 2A1154, 2A1155, 2A1156, 2A1157, 2A1158, 2A1159, 2A1160, 2A1161, 2A1162, 2A1163, 2A1164, 2A1165, 2A1166, 2A1167, 2A1168, 2A1169, 2A1170, 2A1171, 2A1172, 2A1173, 2A1174, 2A1175, 2A1176, 2A1177, 2A1178, 2A1179, 2A1180, 2A1181, 2A1182, 2A1183, 2A1184, 2A1185, 2A1186, 2A1187, 2A1188, 2A1189, 2A1190, 2A1191, 2A1192, 2A1193, 2A1194, 2A1195, 2A1196, 2A1197, 2A1198, 2A1199, 2A1200, 2A1201, 2A1202, 2A1203, 2A1204, 2A1205, 2A1206, 2A1207, 2A1208, 2A1209, 2A1210, 2A1211, 2A1212, 2A1213, 2A1214, 2A1215, 2A1216, 2A1217, 2A1218, 2A1219, 2A1220, 2A1221, 2A1222, 2A1223, 2A1224, 2A1225, 2A1226, 2A1227, 2A1228, 2A1229, 2A1230, 2A1231, 2A1232, 2A1233, 2A1234, 2A1235, 2A1236, 2A1237, 2A1238, 2A1239, 2A1240, 2A1241, 2A1242, 2A1243, 2A1244, 2A1245, 2A1246, 2A1247, 2A1248, 2A1249, 2A1250, 2A1251, 2A1252, 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DEADFRONT DETAIL



HYDRA SERVICE
INC.
2104 NW 11th
MARIETTA, GA 30150
(770) 576-4444

TARPON BEACH
240V 1PH DUPLEX 2HP 11.5A
DEADFRONT

DRAWN BY: C. CAMPBELL	SIZE: FSCM NO	SCALE	DATE: 6/11/2024	SHEET: 3 OF 10
CHECKED BY: J. OLSON	DRAWING NUMBER: TBD	REV		

PROJECT NO: 12107.01
DESIGNED BY: FAS
DRAWN BY: JJJ
PROJ. MGR: JCP
DATE: JULY 2024

WATER AND SANITARY
MISCELLANEOUS

SHORE AT
TARPON BEACH

SEAL

NO. DATE APPR. REVISION / ACTION TAKEN

NOT RELEASED FOR CONSTRUCTION
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PROJECT NO: 12107.01
DESIGNED BY: FAS
DRAWN BY: JJJ
PROJ. MGR: JCP
DATE: JULY 2024

WATER AND SANITARY
MISCELLANEOUS

SHORE AT
TARPON BEACH

SEAL

NO. DATE APPR. REVISION / ACTION TAKEN

NOT RELEASED FOR CONSTRUCTION
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PROJECT NO: 12107.01
DESIGNED BY: FAS
DRAWN BY: JJJ
PROJ. MGR: JCP
DATE: JULY 2024

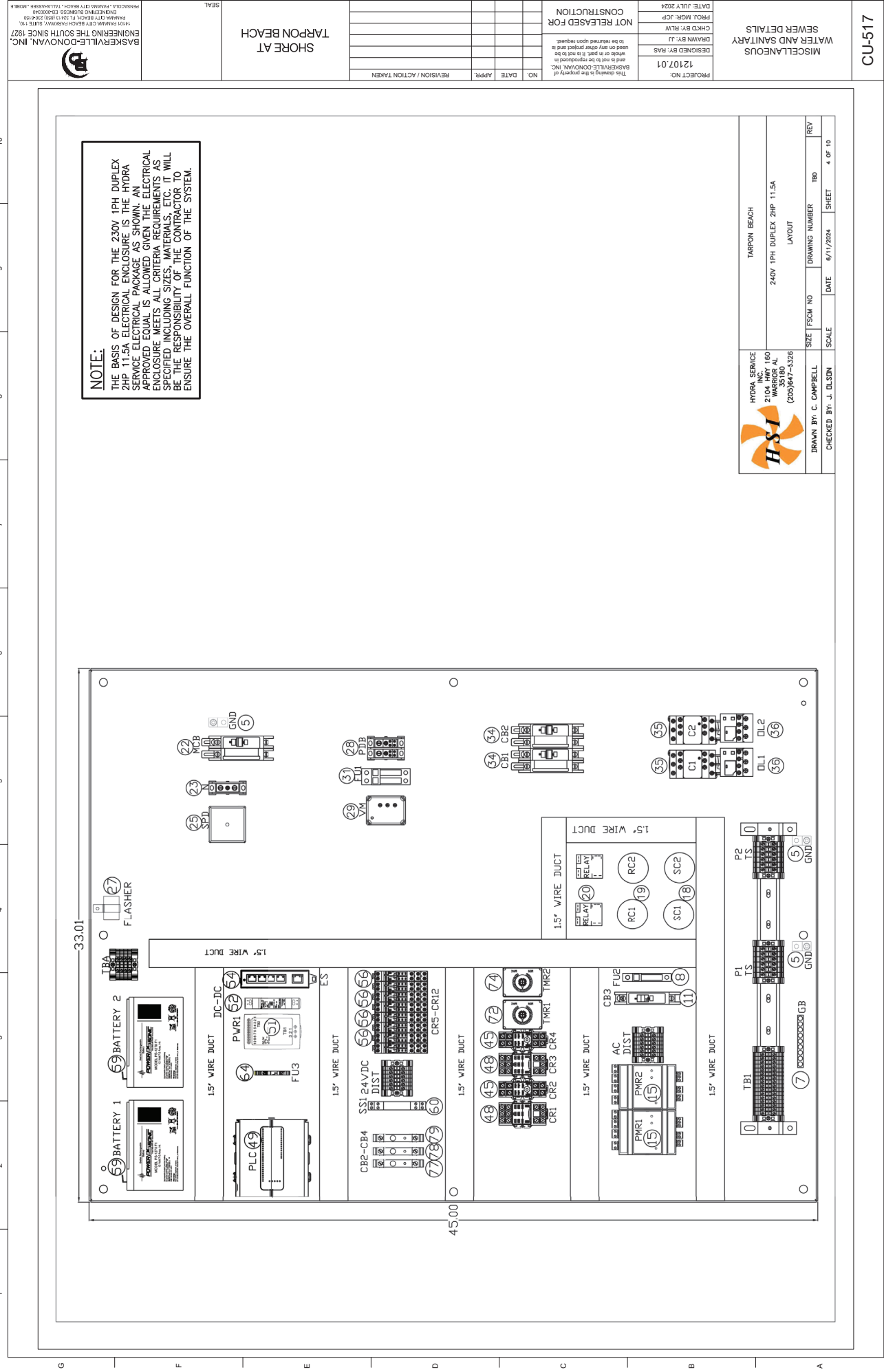
WATER AND SANITARY
MISCELLANEOUS

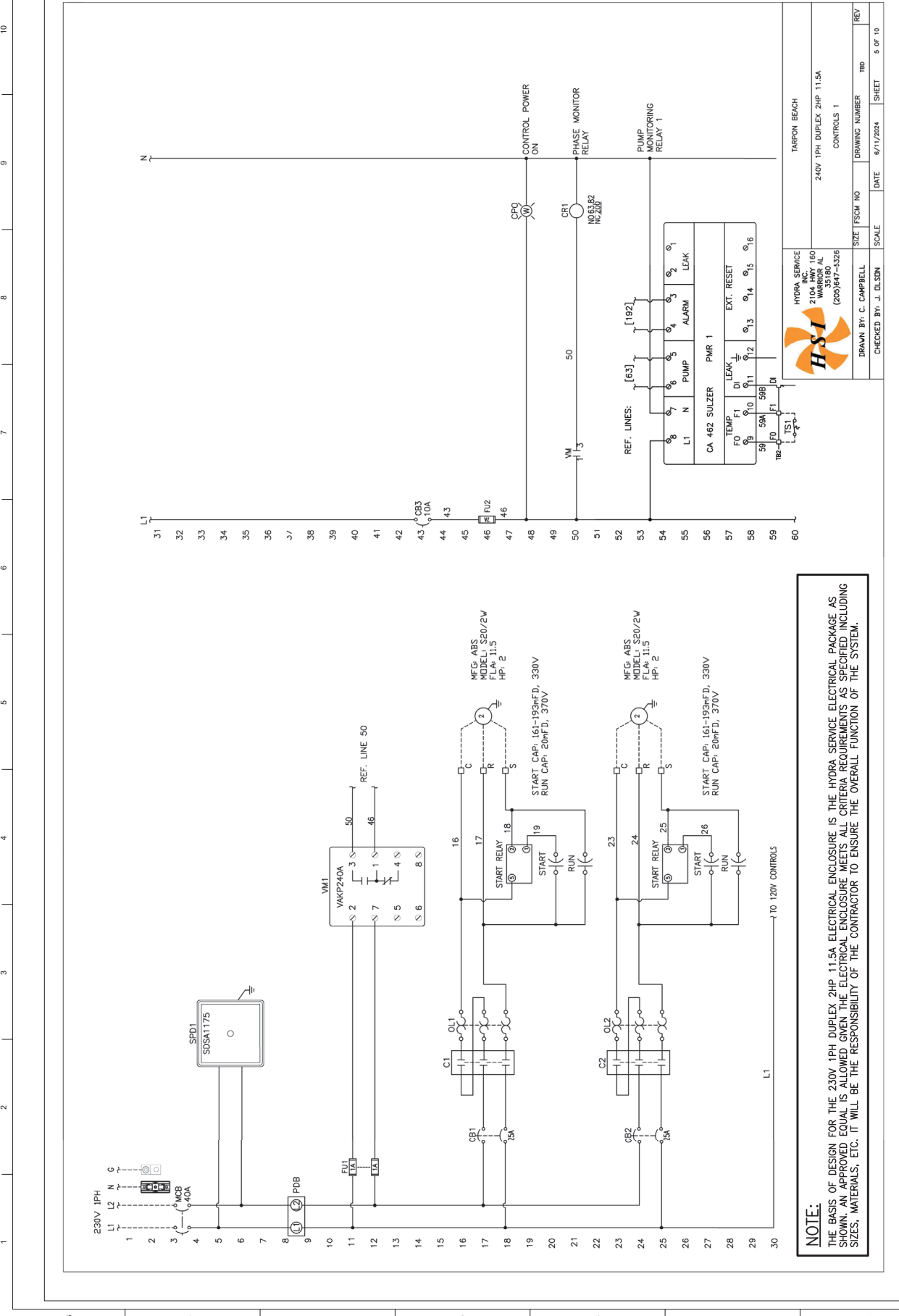
SHORE AT
TARPON BEACH

SEAL

NO. DATE APPR. REVISION / ACTION TAKEN

NOT RELEASED FOR CONSTRUCTION
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NOTE:
THE BASIS OF DESIGN FOR THE 230V, 1PH, DUPLEX, 2HP, 11-5A ELECTRICAL ENCLOSURE IS THE HYDRA SERVICE ELECTRICAL PACKAGE AS SHOWN. AN APPROVED EQUAL IS ALLOWED GIVEN THE ELECTRICAL ENCLOSURE MEETS ALL CRITERIA REQUIREMENTS AS SPECIFIED INCLUDING SIZES, MATERIALS, ETC. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE OVERALL FUNCTION OF THE SYSTEM.

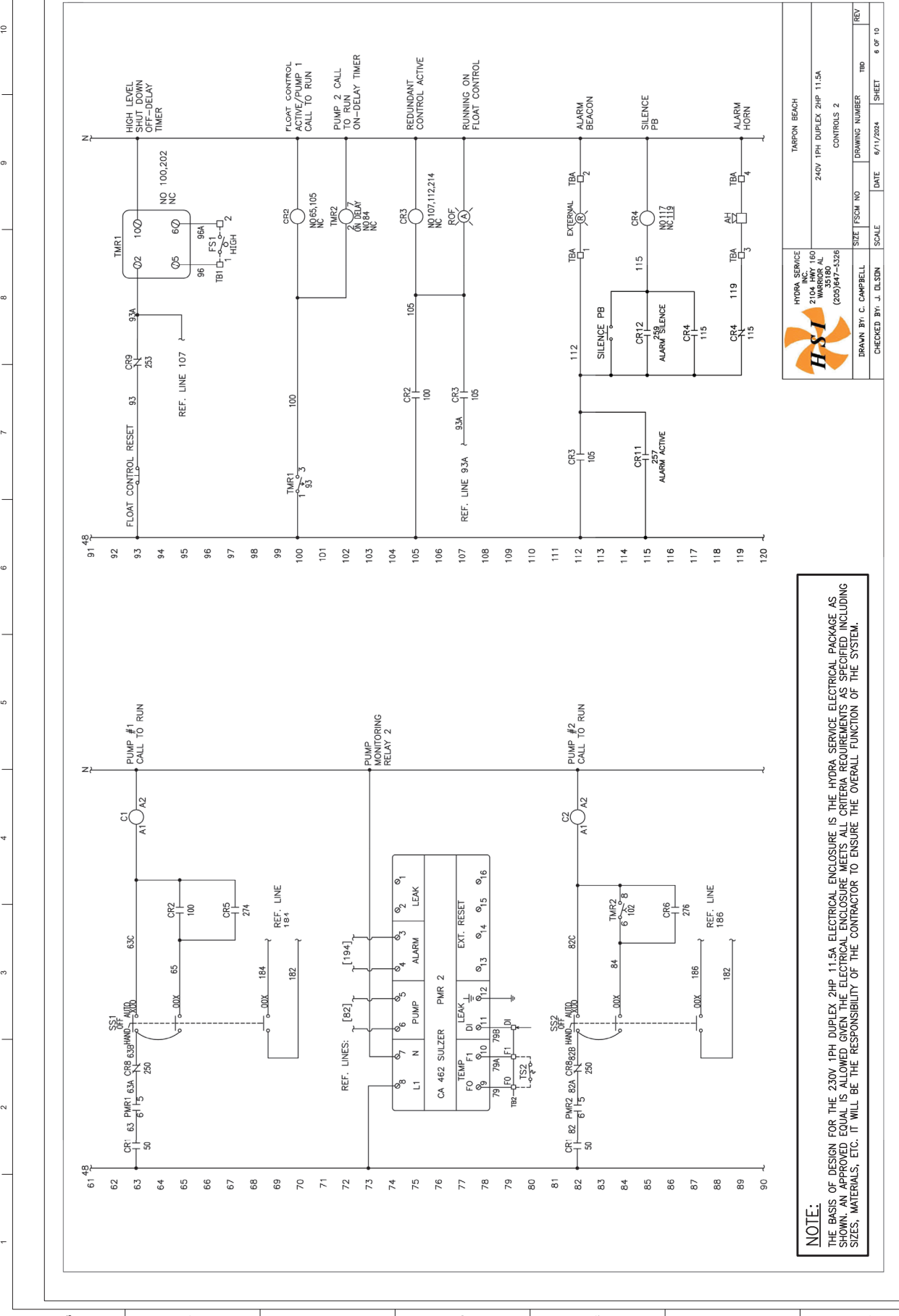
PROJECT NO:	12107.01
DESIGNED BY:	RAS
DRAWN BY:	JJ
CHECKED BY:	RLW
PROJ. MGR:	JCP
DATE:	JULY 2024

NOT RELEASED FOR CONSTRUCTION

[illegible]

SHORE AT
TARPON BEACH

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
14101 PALMBALE CITY BEACH PARKWAY, SUITE 110,
PALMBALE CITY BEACH, FL 33413 (850) 204-1510
ENGINEERING & DESIGN • 23A-0000-00
PENSACOLA • PALMBALE CITY BEACH • TALLAHASSEE • MOBILE
SEAL



NOTE:
THE BASIS OF DESIGN FOR THE 230V 1PH DUPLEX 2HP 11.5A ELECTRICAL ENCLOSURE IS THE HYDRA SERVICE ELECTRICAL PACKAGE AS SHOWN. AN APPROVED EQUAL IS ALLOWED GIVEN THE ELECTRICAL ENCLOSURE MEETS ALL CRITERIA REQUIREMENTS AS SPECIFIED INCLUDING SIZES, MATERIALS, ETC. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE OVERALL FUNCTION OF THE SYSTEM.



HYDRA SERVICE
INC.
2104 W. PALM BLVD
APT. 100
MIAMI, FL 33180
(205)647-3326

DESIGNED BY: JAS
DRAWN BY: C. CAMPBELL
CHECKED BY: J. ELSON

TARPON BEACH
240V 1PH DUPLEX 2HP 11.5A
CONTROLS 2

SIZE TFSM NO TSD
DRAWING NUMBER TSD
DATE 6/11/2024
SHEET 6 OF 10

MISCELLANEOUS
WATER AND SANITARY

PROJECT NO: 12107.01
DATE: JULY 2024
PROJ MGR: JCP
CHD BY: RLW
DESIGNED BY: JAS
DRAWN BY: JAS

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NO.	DATE	APPR.	REVISION / ACTION TAKEN

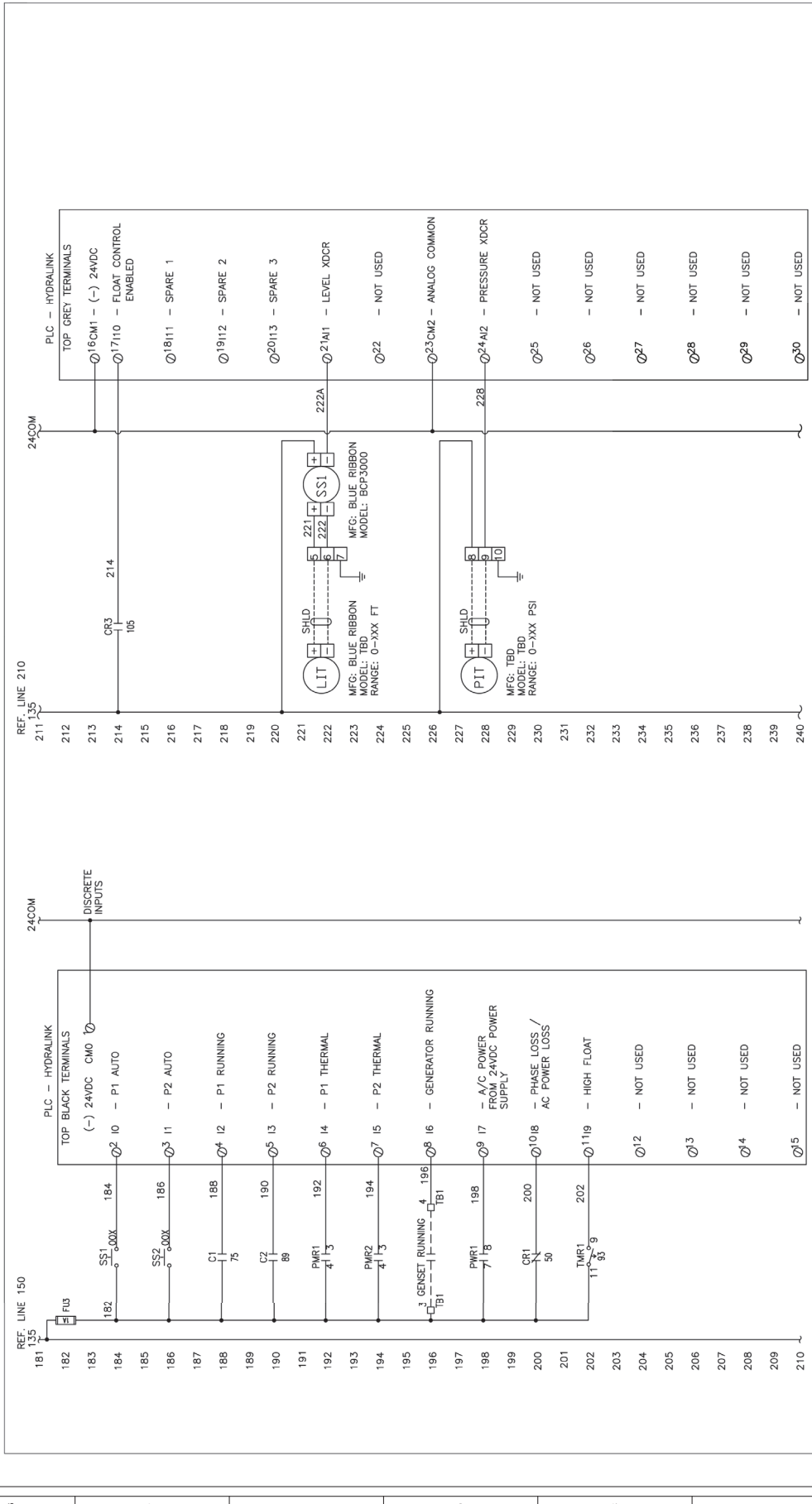
SHORE AT
TARPON BEACH



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
1101 TAMPA CITY BEACH PARKWAY - SUITE 100
TAMPA CITY BEACH, FL 33613 (813) 201-1910
FEDERAL - TAMPA CITY BEACH - TAMPA BEACH - TAMPA BEACH

SEAL

1 2 3 4 5 6 7 8 9 10





HYDRA SERVICE
INC.
2104 W. 11TH AVE.
TAMPA, FL 33606
(813) 241-1100

TARPON BEACH

240V 1PH DUPLEX 2HP 11.5A

CONTROLS 4

SIZE / FSCU NO

DRAWING NUMBER

TBD

REV

CHECKED BY: J. ELSON

DATE

6/11/2024

SHEET

8 OF 10

NOTE:
THE BASIS OF DESIGN FOR THE 230V 1PH DUPLEX 2HP 11.5A ELECTRICAL ENCLOSURE IS THE HYDRA SERVICE ELECTRICAL PACKAGE AS SHOWN. AN APPROVED EQUAL IS ALLOWED GIVEN THE ELECTRICAL ENCLOSURE MEETS ALL CRITERIA REQUIREMENTS AS SPECIFIED INCLUDING SIZES, MATERIALS, ETC. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE OVERALL FUNCTION OF THE SYSTEM.

PROJECT NO. 12107.01

DESIGNED BY: JAS

DRAWN BY: JAS

CHD BY: RLW

DATE: JULY 2024

WATER AND SANITARY MISCELLANEOUS

WATER DETAILS

DATE: JULY 2024

PROJ. MGR: JCP

CHD BY: RLW

DRAWN BY: JAS

DESIGNED BY: JAS

PROJECT NO. 12107.01

NOT RELEASED FOR CONSTRUCTION

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NO.

DATE

APPR.

REVISION / ACTION TAKEN

SEAL

SHORE AT TARPON BEACH

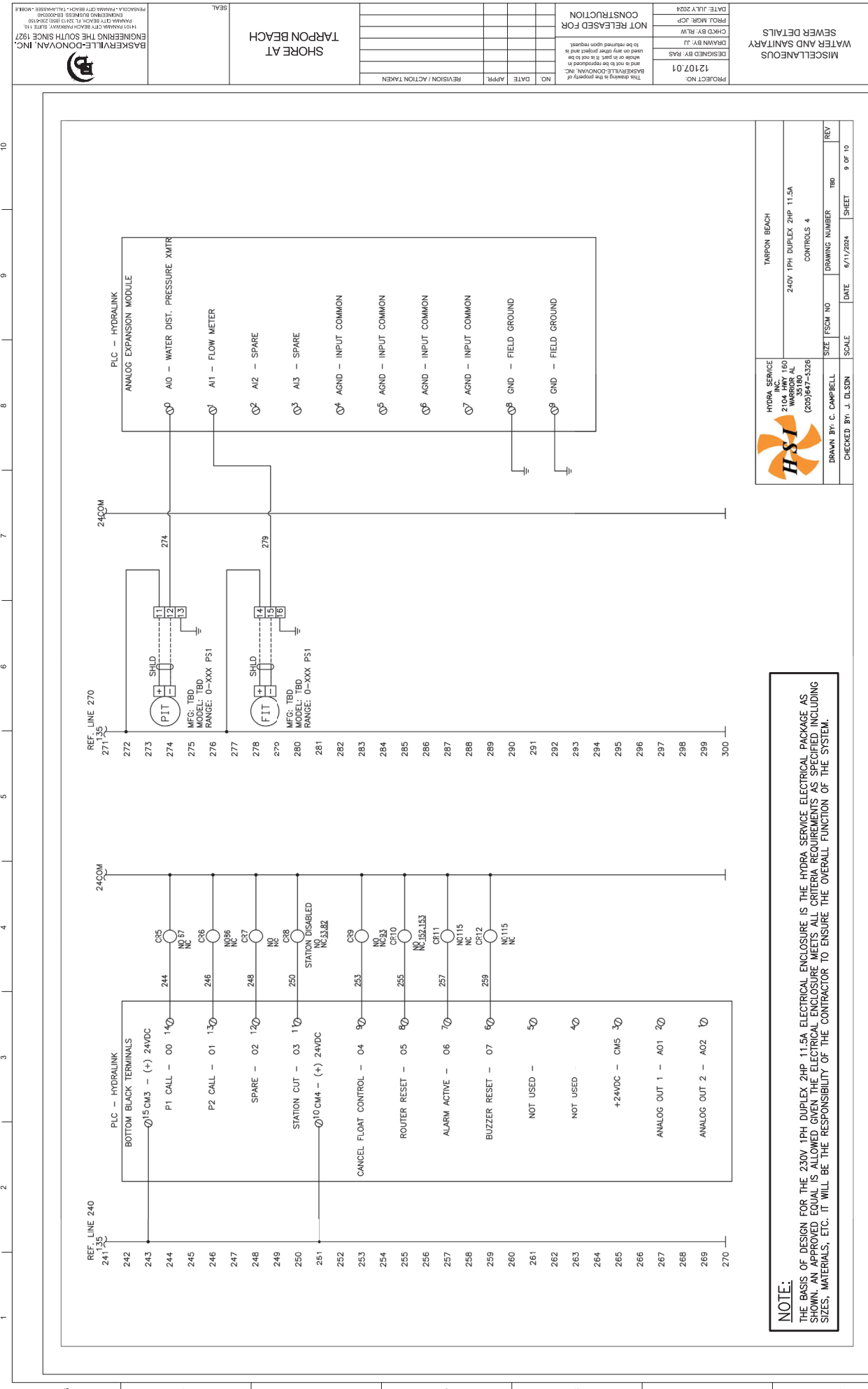
BASKERVILLE-CONOVAN, INC.

ENGINEERING THE SOUTH SINCE 1927

1401 TAMPA CITY BEACH • TAMPA, FL 33606

PHONICOLO • PHONICOLO • PHONICOLO • PHONICOLO • PHONICOLO • PHONICOLO • PHONICOLO • PHONICOLO • PHONICOLO • PHONICOLO

1 2 3 4 5 6 7 8 9 10



PROJECT NO:
12107.01

DESIGNED BY: JAS

DRAWN BY: JAS

CHD BY: RLW

DATE: JULY 2024

DATE: JULY 2024

CHD BY: RLW

DESIGNED BY: JAS

DRAWN BY: JAS

PROJECT NO:
12107.01

NOT RELEASED FOR CONSTRUCTION

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WATER AND SANITARY MISCELLANEOUS

WATER DETAILS

HYDRA SERVICE INC.
2104 W. MAIN ST.
BAYVIEW, MI 48006
(205) 647-4326

TARPON BEACH
240V 1PH DUPLEX 2HP 11.5A
CONTROLS 4

DRAWN BY: C. CAMPBELL

CHECKED BY: J. ELSON

DATE: 6/11/2024

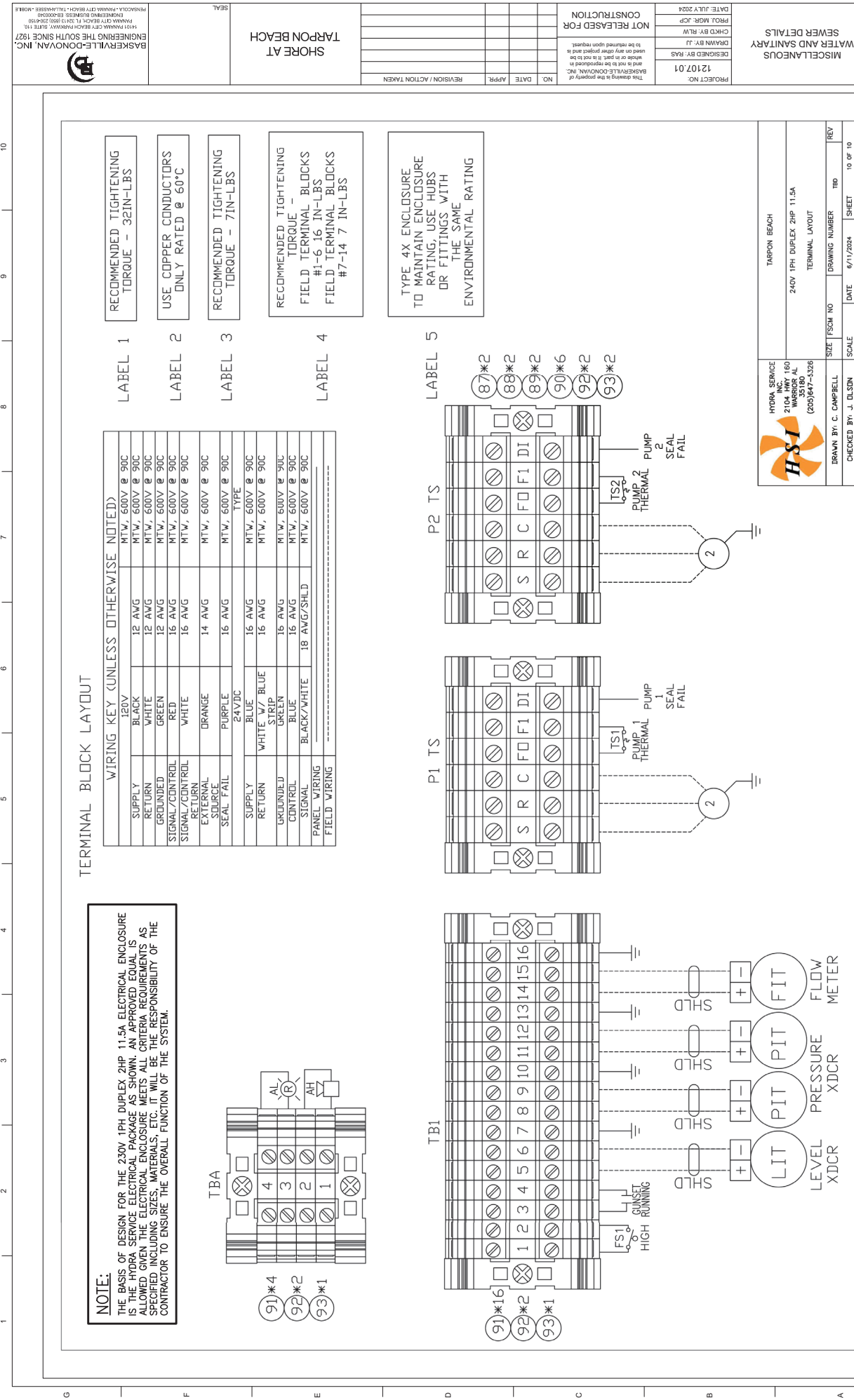
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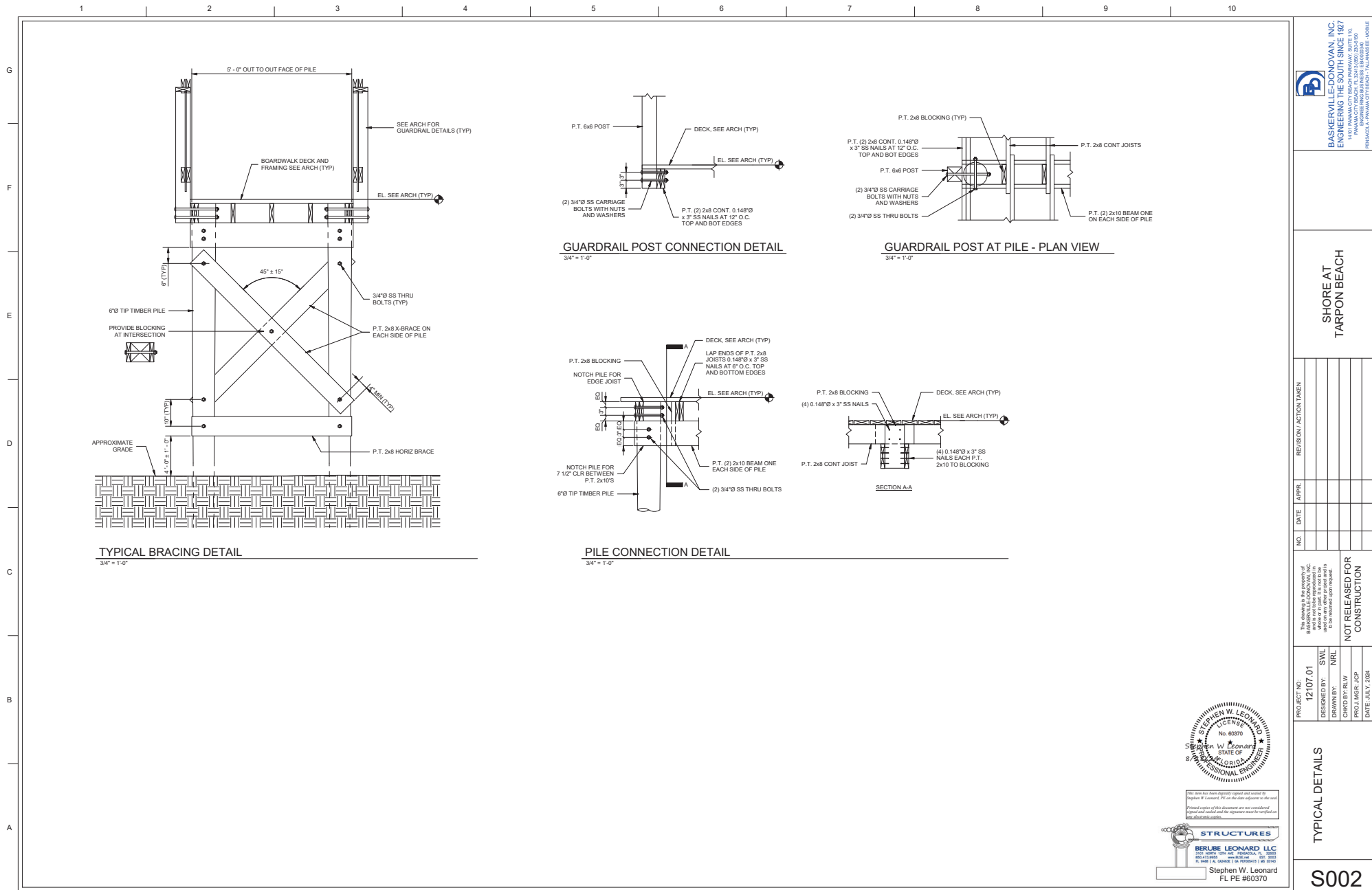
SHEET 9 OF 10

CU-522

FINAL PLANS - RELEASED FOR BID

IT:\121 Okaloosa County\12107.01 Tarpon Beach Park\CA00 Drawings (DWGS and DGNs)\CU-501 - CU-5XX - Misc Water and Sewer Details.dwg, Sep 25, 2024 - 2:57:25PM, Johnson





BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
1000 PANAMA CITY BEACH, FL 32413 (904) 254-8100
PANAMA CITY, FL 32404 (904) 254-8100
TALLAHASSEE, FL 32304 (904) 254-8100
TAMPA, FL 33604 (813) 254-8100

**SHORE AT
TARPON BEACH**

TYPICAL DETAILS

NO.	DATE	APPR.	REVISION / ACTION TAKEN

PROJECT NO: 12107.01
DESIGNED BY: SWL
DRAWN BY: NRL
CHKD BY: RLW
PROJ. MGR.: JCP
DATE: JULY 2024

**NOT RELEASED FOR
CONSTRUCTION**

STEPHEN W. LEONARD
No. 60370
FLORIDA
PROFESSIONAL ENGINEER

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STRUCTURES
BERUBE LEONARD LLC
2101 N. W. 11th Ave., Suite 100, Fort Lauderdale, FL 33304
Tel: 954.581.1100 Fax: 954.581.1101
Stephen W. Leonard
FL PE #60370





1. FFE: 21.38' (VERIFY WITH CIVIL)

LEGEND

- PILING CONTINUOUS TO ROOF CONSTRUCTION
○ PILING TERMINATING AT FLOOR CONSTRUCTION

TIMBER PILE WITH MINIMUM 8" TIP DIAMETER.
+7 TON BEARING AND -2 TON UPLIFT SERVICE LOADS
-6'-0" NAVD 88 TIP ELEVATION
REFER TO TIMBER PILE SPEC FOR ADDITIONAL INFO

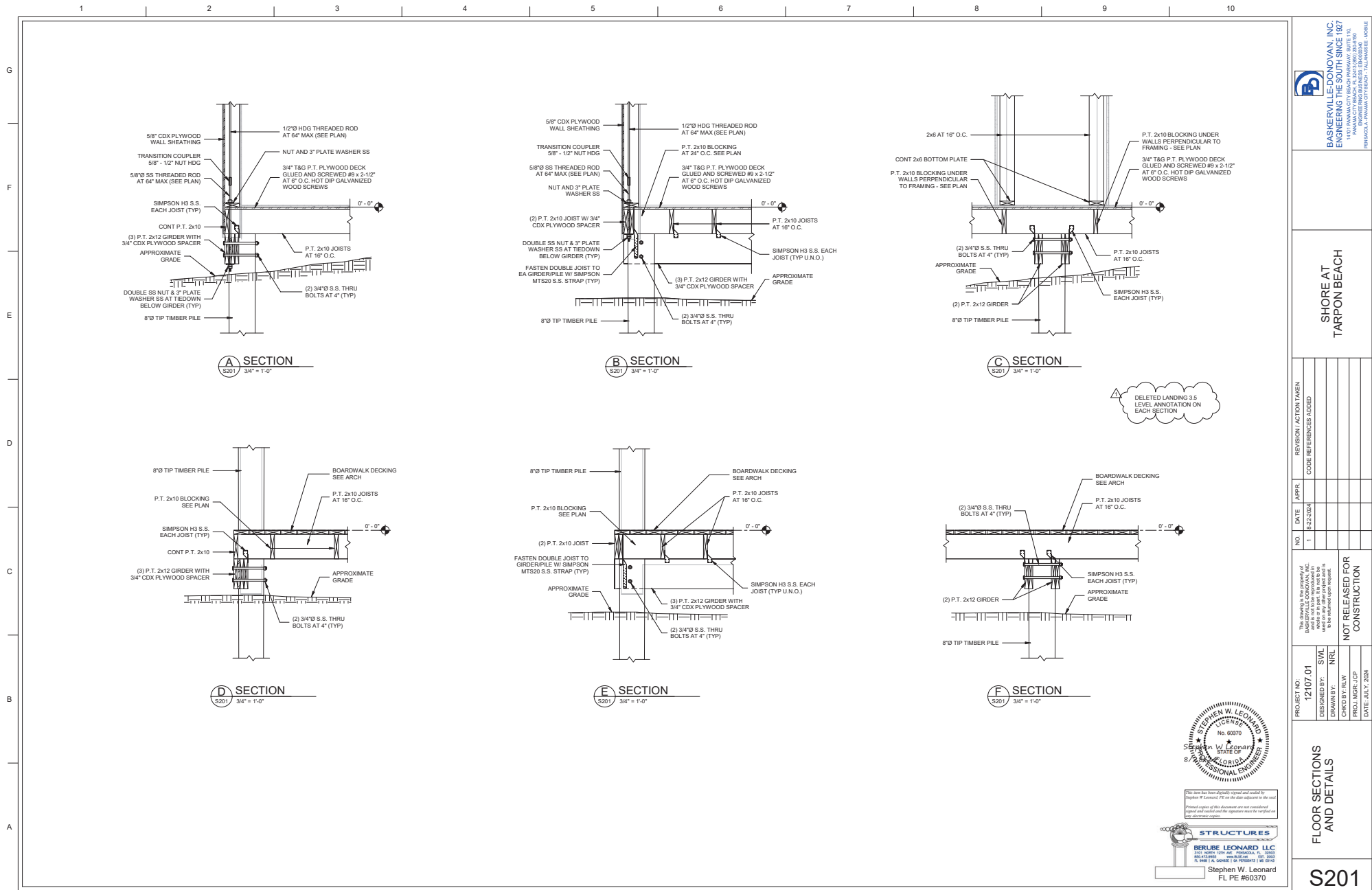


SHORE AT
TARPON BEACH

PROJECT NO:	12/07 01	This drawing is the property of BARKERVILLE DONOVAN, INC. and is not to be reproduced without written permission. It is to be retained upon request.		NO	DATE	APPR.	REVISION / ACTION TAKEN
DESIGNED BY:	SWL	1	8-22-2024				CODE REFERENCES ADDED
DRAWN BY:	NRL						
CHECKED BY:	RLW						
PROJECT MGR:	CPD						
DATE:	10-10-2024						
NOT RELEASED FOR CONSTRUCTION							

PAVILION FLOOR AND
ROOF FRAMING PLAN

S102



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
1000 PANAMA CITY BEACH, FL 32413 (904) 224-8100
TALLAHASSEE, FL 32303 (904) 224-8100
PENSACOLA, FL 32503 (904) 224-8100
TAMPA, FL 33604 (813) 224-8100

**SHORE AT
TARPON BEACH**

NO.	DATE	APPR.	REVISION / ACTION TAKEN
1	8-22-2024		CODE REFERENCES ADDED

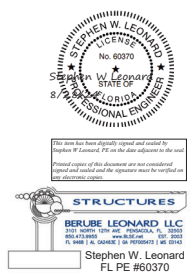
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**NOT RELEASED FOR
CONSTRUCTION**

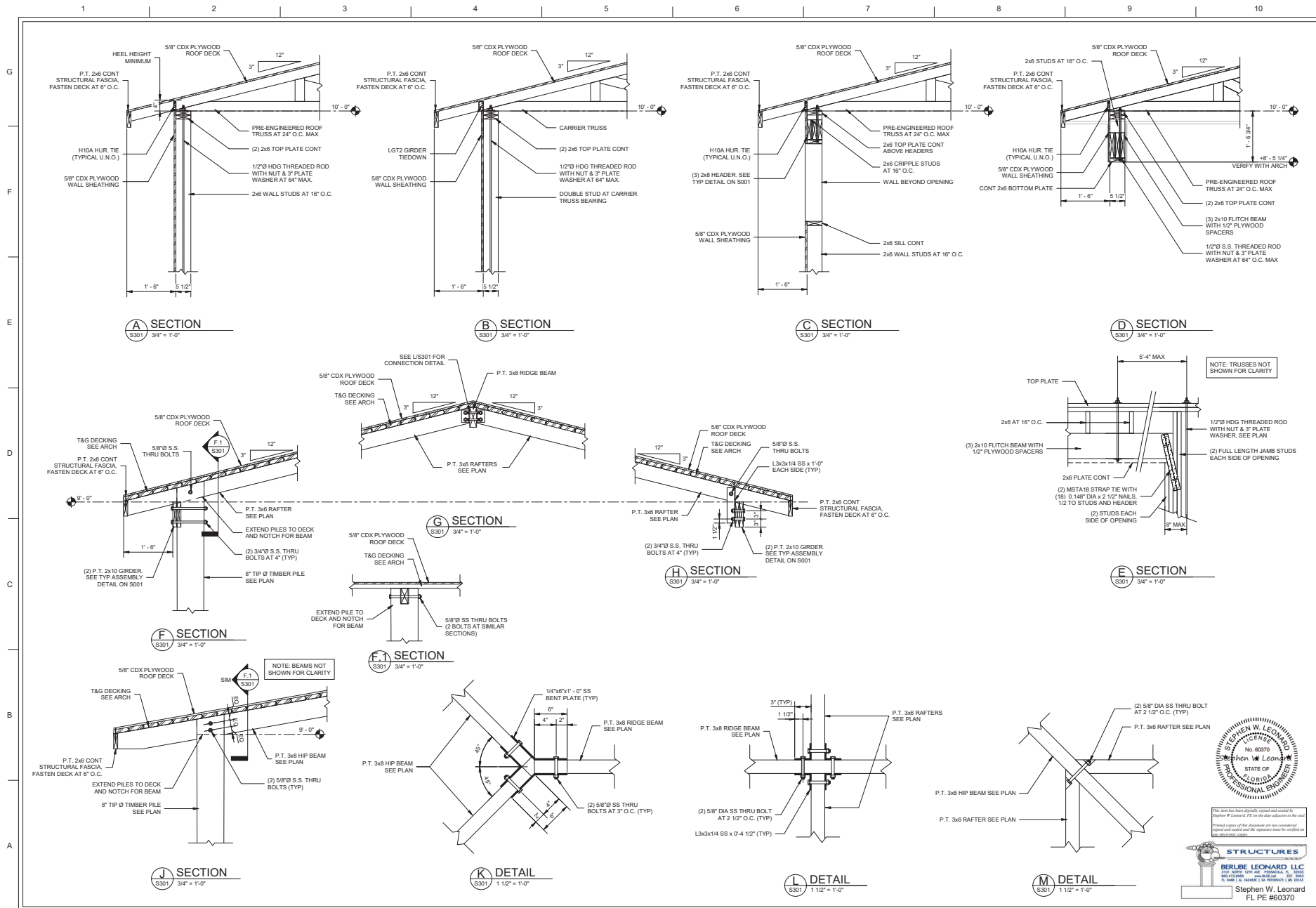
PROJECT NO:	12107.01
DESIGNED BY:	SWL
DRAWN BY:	NRL
CHECKED BY:	RLW
PROJECT MGR. / CIP:	
DATE:	JULY 2024

**FLOOR SECTIONS
AND DETAILS**

S201



FINAL PLANS - RELEASED FOR BID



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
11000 W. UNIVERSITY BLVD., SUITE 200
PENSACOLA, FL 32504-2000
PENSACOLA, FL 32504-2000

**SHORE AT
TARPON BEACH**

NO.	DATE	APPROVED	REVISION / ACTION TAKEN

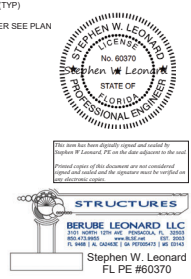
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NOT RELEASED FOR CONSTRUCTION

PROJECT NO: 12107.01
DESIGNED BY: SWL
DRAWN BY: NRL
CHECKED BY: JCP
PROJECT MANAGER: JCP
DATE: JULY 2004

**ROOF SECTIONS AND
DETAILS**

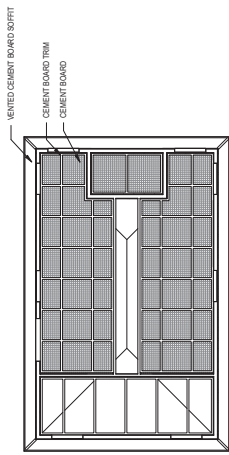
S301



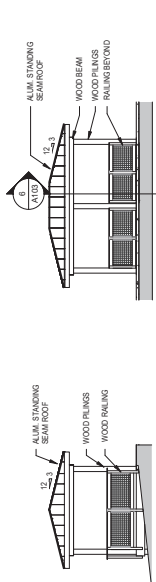
BERUBE LEONARD LLC
2101 South Central Ave., Suite 200
Pensacola, FL 32504
Tel: 904.437.1100 Fax: 904.437.1101
Stephen W. Leonard
FL PE #60370

FINAL PLANS - RELEASED FOR BID

1 2 3 4 5 6 7 8 9 10

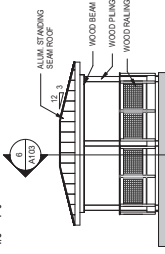


11 RESTROOM REFLECTED CEILING PLAN
1/8" = 1'-0"

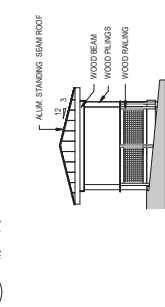


7 PAVILION EAST ELEVATION
1/8" = 1'-0"

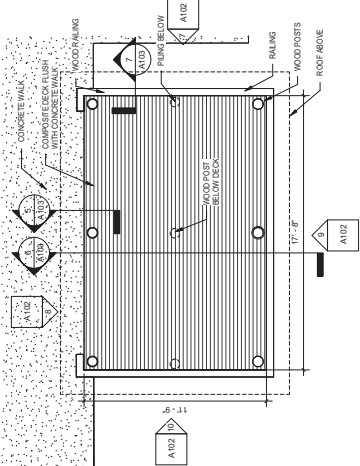
8 PAVILION NORTH ELEVATION
1/8" = 1'-0"



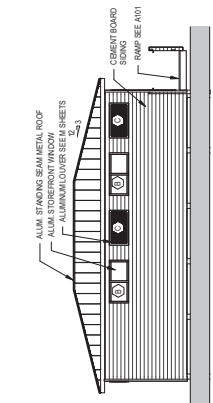
9 PAVILION SOUTH ELEVATION
1/8" = 1'-0"



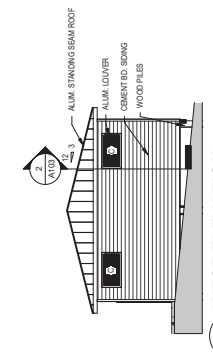
10 PAVILION WEST ELEVATION
1/8" = 1'-0"



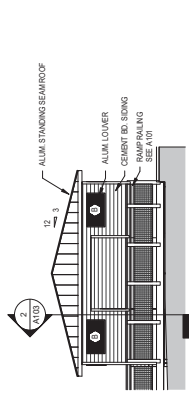
6 PAVILION FLOOR PLAN
1/4" = 1'-0"



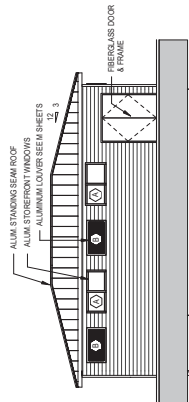
2 SOUTH ELEVATION
1/8" = 1'-0"



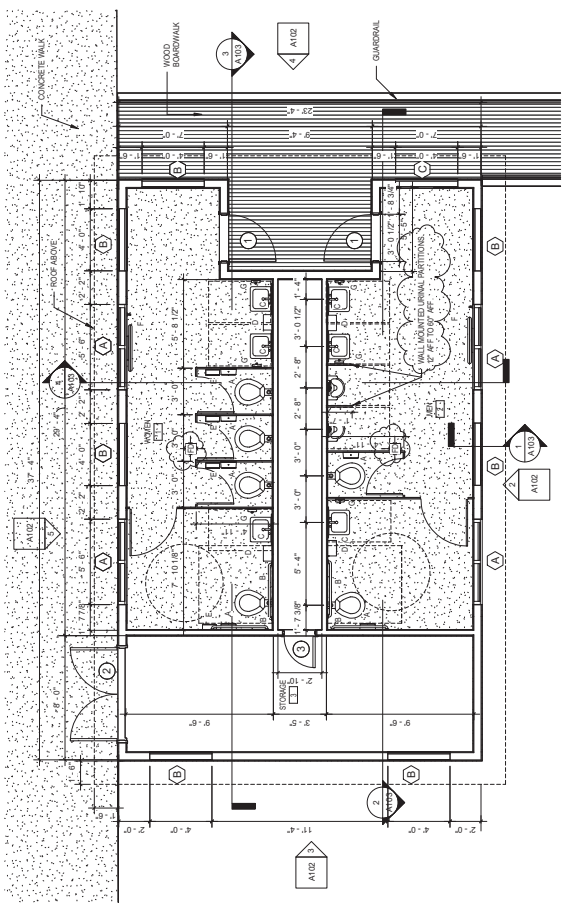
3 WEST ELEVATION
1/8" = 1'-0"



4 EAST ELEVATION
1/8" = 1'-0"



5 NORTH ELEVATION
1/8" = 1'-0"



1 RESTROOM FLOOR PLAN
1/4" = 1'-0"



Mike J Marshall
Digitally signed by Mike J Marshall
Date: 2024.08.26 09:34:06 -05'00'

FLOOR PLANS AND ELEVATIONS

A102

PROJECT NO. 12107.01

DESIGNED BY: MAM

DRAWN BY: MAM

CHKD. MGR. JCP

DATE: JULY, 2024

NOT RELEASED FOR CONSTRUCTION

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1 DATE 8-22-2024

2 REVISION / ACTION TAKEN

FLOOR PLAN NOTES ADDED

SHORE AT TARPON BEACH

REGISTERED PROFESSIONAL ENGINEER

STATE OF FLORIDA

ENGINEERING THE SOUTH SINCE 1927

BASKERVILLE-DONOVAN, INC.

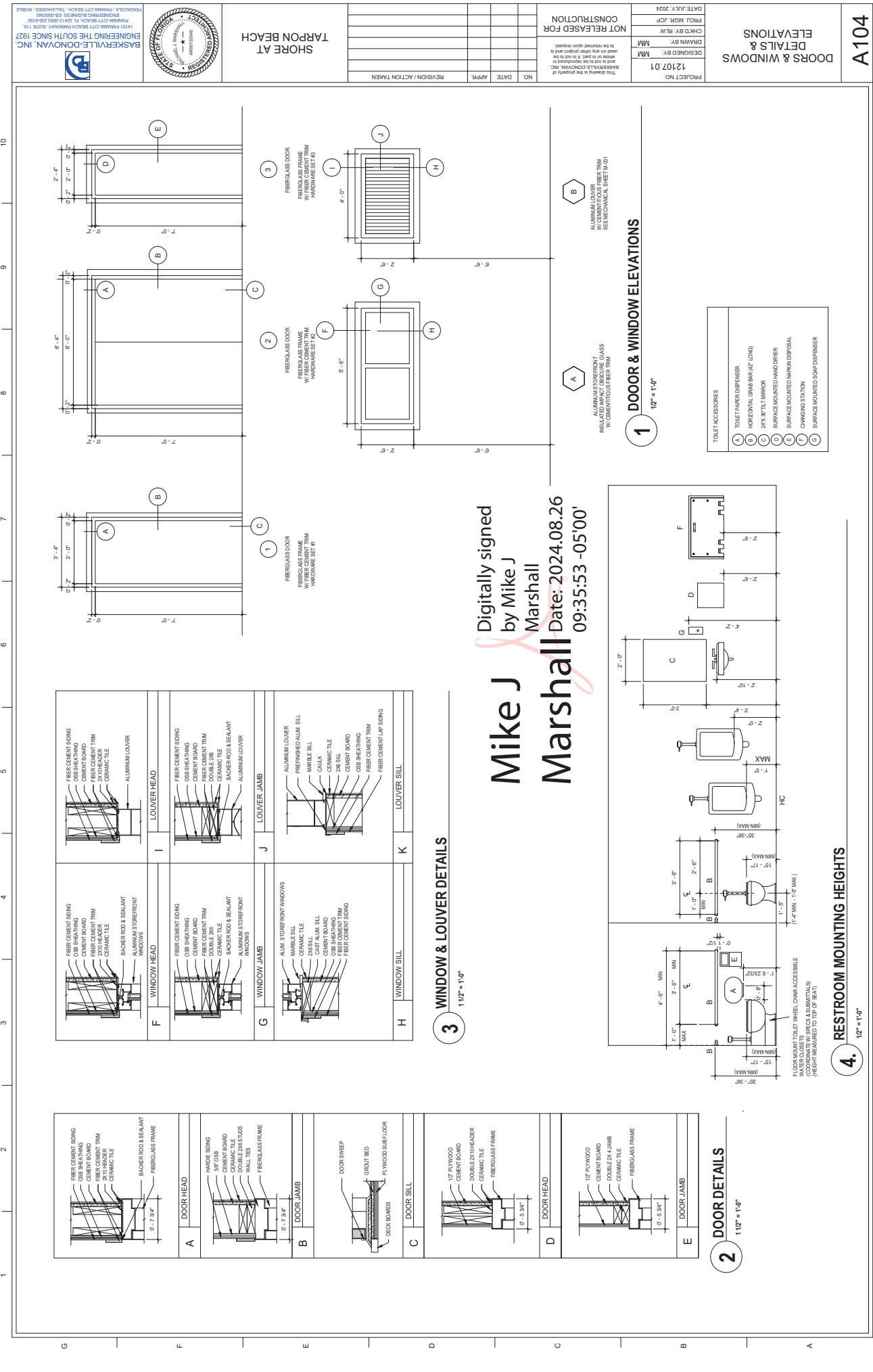
911 N. W. 10TH AVE., SUITE 100, TAMPA, FL 33606

PH: 813.241.1111 FAX: 813.241.1112

TAMPA CITY BEACH, FL 33611 (813) 241-1110

FLORIDA PROFESSIONAL ENGINEERING BOARD

FLORIDA PROFESSIONAL ENGINEERING BOARD



Mike J Marshall

Digitally signed by Mike J Marshall

Date: 2024.08.26 09:35:53 -05'00'

ABBREVIATIONS		GENERAL PLUMBING NOTES	
AAV AIR ADMITTANCE VALVE	HB HOSE BIBB	1. PRIOR TO BEGINNING CONSTRUCTION, FIELD VERIFY THE EXACT LOCATION, SIZE, DEPTH, DIRECTION OF FLOW, CAPACITY, PIPE MATERIAL, AND CONDITION OF EXISTING PIPING TO ENSURE THAT PROPER CONNECTIONS TO AND EXTENSION OF SUCH UTILITIES CAN BE MADE.	26. PROVIDE INSULATION WITH VAPOR BARRIER AND ALL PURPOSE JACKET FOR DOMESTIC COLD WATER PIPING. PROVIDE 3/4" FIBERGLASS TYPED INSULATION. PROVIDE 1" THICK CELLULAR GLASS INSULATION AND ALUMINUM JACKET FOR EXTERIOR APPLICATION. PROVIDE WITH HEAT TRACE AS INDICATED.
ABS ARCHITECTURAL BARRIERS ACT	HWR HOT WATER RETURN	2. INVERT ELEVATIONS LISTED ARE APPROXIMATE. PRIOR TO CONSTRUCTION, FIELD VERIFY EXISTING CONDITIONS AND MAKE ADJUSTMENTS AS REQUIRED TO ENSURE PROPER CONNECTIONS TO UTILITIES.	28. ALL ITEMS PROJECTING THROUGH ROOF SHALL BE FLASHED AND COUNTER-FLASHED A MINIMUM OF 12" AND SHALL BE PAINTED TO MATCH ROOF COLOR. PROVIDE APPROVED SEALS AT ALL ROOF PENETRATIONS. COORDINATE WITH ARCHITECTURAL.
ADA AMERICANS WITH DISABILITY ACT	INV INVERT	3. SITE INSPECTION: CONTRACTOR SHALL VISIT THE SITE OF WORK PRIOR TO SUBMISSION OF HIS PROPOSAL. CONTRACTOR SHALL FIELD VERIFY THE EXISTING CONDITIONS AND MAKE ADJUSTMENTS AS REQUIRED TO ENSURE PROPER CONNECTIONS TO UTILITIES.	29. PROVIDE VACUUM BREAKERS AT FIXTURES WITH HOSE THREAD CONNECTIONS.
AGA AMERICAN GAS ASSOCIATION	LA LAVATORY	4. CONTRACTOR SHALL COORDINATE ALL WORK WITH THE WORK OF OTHER TRADES TO AVOID CONFLICTS AND TO MINIMIZE INTERRUPTION OF SERVICES.	30. UNDER SLAB SOIL WASTE AND VENT PIPING PASSING TO UNDERDIE OR THROUGH FOUNDATION FOOTING, WALL OR GRADE BEAM SHALL BE PROVIDED WITH A RELIEVING ARCH OR PIPE SLEEVE. TWO PIPES GREATER THAN PIPE SIZE INDICATED ON PLANS. COORDINATE FINAL PIPE ROUTING AND LAYOUT WITH STRUCTURAL DRAWINGS.
ANSI AMERICAN NATIONAL STANDARDS INSTITUTE	MECH MECHANICAL	5. ALL WORK, METHODS, AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE PREVALUING BUILDING CODE, INSPECTION REGULATIONS AND ALL OFFICIALS HAVING JURISDICTION.	31. SEE RESTROOM ELEVATIONS ON ARCHITECTURAL DRAWINGS FOR PLUMBING FIXTURES' MOUNTING HEIGHTS.
ASHRAE AMERICAN SOCIETY OF HEATING, REFRIGERATION AND AIR-CONDITIONING ENGINEERS	NSF NATIONAL SANITATION FOUNDATION	6. DUE TO THE SCALE OF DRAWINGS, NOT ALL PIPING AND APPURTENANCES TO BE PROVIDED ARE SHOWN. CONTRACTOR SHALL PROVIDE SERVICES INCLUDING, BUT NOT LIMITED TO, THE INSTALLATION OF PIPING, FITTINGS, VALVES, AND EQUIPMENT. INDIVIDUAL FIXTURE SUPPLIES AND DRAINS, PIPING OFFSETS, VALVES, TRAPS, GAUGES, STRAINERS, AND UNIONS TO ENSURE THE COMPLETE AND FUNCTIONING INSTALLATION OF FIXTURES AND EQUIPMENT.	32. PRIOR TO SUBSTANTIAL COMPLETION OF NEW WORK AREAS, CONTRACTOR SHALL HAVE OR PREVENT ADEQUATE CONVEYANCE OF MATERIALS FROM MOVING THROUGH AND TERMINATING INTO BUILDING OR PUBLIC DISPOSAL FACILITIES. PROVIDE BACTERIOLOGICAL TEST FOR WATER SYSTEM.
ASSE AMERICAN SOCIETY OF SANITARY ENGINEERS	PSI POUNDS PER SQUARE INCH	7. COORDINATE ROUTING OF PIPING BELOW SLAB WITH COLUMN FOUNDATIONS, PILING, GRADE BEAMS, UNDERGROUND PLUMBING, ELECTRICAL UTILITIES, AND OTHER SUBSURFACE BUILDING ELEMENTS.	33. PROVIDE TRAP SEAL AT ALL FLOOR DRAINS.
BFP BACKFLOW PREVENTER	SA SANITARY	8. DO NOT ROUTE IN BASED UPON THESE DRAWINGS. REFER TO LATEST DRAWINGS' PREPARED BY ARCHITECT. ALL PIPING SHALL ALLOW INSTALLATION OF FIXTURES WITHOUT THE NEED TO FURR-OUT WALLS.	34. ALL EXPOSED PIPING AND FITTINGS EXCEPT THOSE LOCATED IN MECHANICAL AND CUSTODIAL ROOMS SHALL BE CHROME PLATED.
CH CUBIC FEET PER HOUR	SS STAINLESS STEEL	9. PRIOR TO ANY ROUGHINS, COORDINATE ALL FIXTURE AND EQUIPMENT LOCATIONS AND CONNECTION REQUIREMENTS WITH LATEST MANUFACTURER RECOMMENDATIONS AND AS REQUIRED.	
CHM CUBIC FEET PER MINUTE	TP TRAP PRIMER	10. VERIFY EXACT LOCATION OF EQUIPMENT PRIOR TO ROUGHIN OF DRAINS AND CLEANOUTS.	
CW COLD WATER (POTABLE)	U/G UNDERGROUND	11. NO PIPING IS TO BE INSTALLED OPEN TO PUBLIC VIEW UNLESS NOTED OTHERWISE.	
DCW DOMESTIC COLD WATER	V VENT	12. DO NOT INSTALL PIPING AT LOCATIONS THAT INTERFERE WITH SERVICE ACCESSIBILITY TO EQUIPMENT.	
DEG DEGREES	VTR VENT THROUGH ROOF	13. ALL PENETRATIONS THROUGH FLOOR SLABS AND EXTERIOR WALLS SHALL BE SEALED WATER TIGHT.	
DIA DIAMETER	W W/	14. ALL EXISTING WALLS, FLOORS, DRIVEWAYS, SIDEWALKS, PARKING AREAS' FENCING, ETC. DISRUPTED DUE TO WORK DONE AND THAT ARE TO REMAIN SHALL BE REPAIRED TO CONDITION THAT IS ACCEPTABLE TO THE ARCHITECT/ENGINEER AND OWNER.	
DN DOWN	W/C WALL CLOSET (TOILET)	15. COORDINATE ROUTING OF PIPING IN CEILING SPACES WITH MECHANICAL AND ELECTRICAL EQUIPMENT. DUCTWORK AND CONDUIT. INSTALL TO CONSERVE HEADROOM AND TO CREATE MINIMUM INTERFERENCE WITH USE OF SPACE SHOULD A CONFLICT OCCUR. THE CONTRACTOR SHALL PROVIDE A PIPING PLAN, GROUP PIPING AT COMMON ELEVATIONS WHENEVER PRACTICAL.	
ELEV ELEVATION	WCO WALL CLEANOUT	16. ALL VALVES INDICATED ON DRAWINGS SHALL BE UNISEXED (THE SAME SIZE AS THE PIPE THEY SERVE) UNLESS NOTED OTHERWISE.	
EW ELECTRIC WATER HEATER	WH WALL HYDRANT	17. PROVIDE LOCKING ACCESS PANELS ACCEPTABLE TO ARCHITECT/OWNER AS REQUIRED TO ENSURE ACCESS TO VALVES AND WATER HAMMERS.	
EPA ENVIRONMENTAL PROTECTION AGENCY	WHA WATER HAMMER ARRESTOR	18. PROVIDE CLEANOUTS IN ADDITION TO THOSE SHOWN AS REQUIRED BY CODE.	
FCO FLOOR CLEANOUT	NOTE: NOT ALL ABBREVIATIONS ARE USED ON THIS DRAWING	19. UPON COMPLETION OF WORK, THOROUGHLY RINSE AND FLUSH OUT ALL GRAVITY DRAINAGE PIPING TO ENSURE IT IS FREE FROM BLOCKAGES AND FLOWING FREELY.	
FD FLOOR DRAIN		20. PROVIDE PIPE CONNECTIONS AND VIBRATION ISOLATORS FOR INTERNALLY ISOLATED MECHANICAL EQUIPMENTS.	
FT FOOT OR FEET		21. COMPLY WITH MSS SP-58 (PIPE HANGERS AND SUPPORTS-MATERIALS, DESIGN, AND MANUFACTURE), MSS SP-49 (PIPE HANGERS AND SUPPORTS-SELECTION AND APPLICATION), MSS SP-87 (PIPE HANGERS AND SUPPORTS-FABRICATION AND INSTALLATION) FOR PIPE HANGER SELECTIONS AND APPLICATIONS.	
FV FLOOR VALVE		22. PROVIDE WALL SHEET AND ESCUTCHEON PLATES FOR ALL WALL PIPING PENETRATIONS. GALVANIZED STEEL SLEEVES. PROVIDE A MINIMUM 1" ANNUAL SPACE. PROVIDE CONTINUOUS INSULATION THROUGH SLEEVE.	
GA GALVANIZED		23. PROVIDE STAINLESS STEEL SADDLE ON INSULATED PIPE.	
GCO GRADE CLEANOUT		24. PROVIDE STAINLESS STEEL HARDWARE ON ALL EXTERIOR VALVES.	
GPF GALLONS PER FLUSH		25. PROVIDE MATERIAL AND IDENTIFICATION. PROVIDE PVC SCHEDULE 40 OR PE-XA PIPING FOR DOMESTIC WATER PIPING. PROVIDE DWV TYPE PVC PIPING FOR SANITARY PIPING.	
GPM GALLONS PER MINUTE			

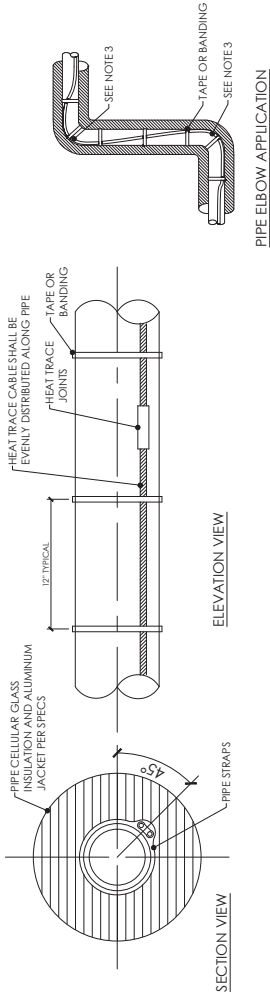
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PLUMBING FIXTURE SCHEDULE

MARK	FIXTURE	BASIS OF DESIGN		CONNECTIONS			DESCRIPTION
		MANUFACTURER	MODEL/MODEL#	SAN (IN)	DCW (IN)	DHW (IN)	
P-1/P-1A	WATER CLOSET	ACORN	DURA-WARE 2115 SERIES	3	1	-	EQUAL TO DURA-WARE 2115-2, FLOOR MOUNTED WITH WALL OUTLET, 1/4 GPF, 14 GAGE, TYPE 304 SS, SIPHON-JET ACTION, TOP EXPOSED SUPPLY, FLUSH VALVE BY OTHERS, PUNCHED FOR SEAT BY OTHERS, 18" INTEGRAL SEAT HEIGHT, FLUSH VALVE EQUAL TO ZURN ZER6000-CPM-A, SENSOR OPERATED BATTERY POWERED FLUSH VALVE, PROVIDE WITH SWEAT SOLDER KIT AND CAST WALL FLANGE
P-2	URINAL	ACORN	DURA-WARE 2162 SERIES	2	3/4	-	EQUAL TO DURA-WARE 2162-1-FV, WALL WASHDOWN TYPE, 14 GAGE, TYPE 304 SS WITH COVERED CORNERS, MEET ASME A112.19.3 AND CSA B45.4 ALL WELDS SHALL BE CONTINUOUS AND EXTERIOR SURFACES TO HAVE SATIN FINISH, P-TRAP SHALL BE FULLY ENCLOSED, FURNISH WITH EXPOSED MOUNTING SCREWS, TOP SUPPLY, OFF FLOOR, WALL OUTLET, 1.0 GPF, FLUSH VALVE BY OTHERS, FLUSH VALVE EQUAL TO ZURN ZER6000-CPM-A-W51, PROVIDE WITH SWEAT SOLDER KIT AND CAST WALL FLANGE.
P-3	WALL HUNG SINK	ACORN	PENAL-WARE 1652-LRB SERIES	1-1/2	1-1/2	-	EQUAL TO 1652-LRB-1-DMS, 18" LAVATORY WITH RECTANGULAR BOWL, 14 GAGE, TYPE 304 SS, EXTERIOR SURFACES TO HAVE SATIN FINISH, 1/4"X1/2"X4-1/2" DEEP, MOUNT PER ARCHITECTURAL REQUIREMENTS, PROVIDE WITH DECK MOUNTED SPOUT, PUNCHED FOR VALVE BY OTHERS, 3-HOLES 4" CENTER, FAUCET EQUAL TO ZURN Z695S-XLS BATTERY POWERED FAUCET, 0.5 GPM SPRAY OUTLET, PROVIDE WITH SINK TRAP METAL SHROUD.
FD	FLOOR DRAIN	ZURN	Z41.5B	3	-	-	3" FLOOR DRAIN, CAST IRON BODY WITH BOTTOM OUTLET, COMBINATION INVERTIBLE MEMBRANE CLAMP AND ADJUSTABLE COLLAR WITH SEEPAGE SLOTS, POLISHED NICKEL BRONZE, LIGHT DUTY STRAINER, PROVIDE WITH TRAP PRIMER CONNECTION.
CO	FLOOR CLEANOUT	ZURN	ZN1.400	SEE FLIP			ADJUSTABLE FLOOR CLEANOUT WITH BOTTOM OUTLET, CLEANOUT GASKETED PLUG, ROUND TOP AND POLISHED NICKEL BRONZE TOP FINISH, SCORiated COVER.
WCO	WALL CLEANOUT	ZURN	Z1469-ZS	SEE FLIP			WALL CLEANOUT WITH ROUND WALL ACCESS COVER AND POLISHED STAINLESS STEEL COVER.
HB	HOSE BIBB	WOODFORD	24	-	3/4	-	ANTI SIPHON, VACUUM BREAKER, CHROME FINISH, WHEEL HANDLE AND LOOSE TEE KEY.
WH	WALL HYDRANT	WOODFORD	65P	-	3/4	-	FREEZELESS, ANTI SIPHON, VACUUM BREAKER, CHROME FINISH, WHEEL HANDLE AND LOOSE TEE KEY.

NOTES:

1. PROVIDE WITH ALL REQUIRED ACCESSORIES AND FITTINGS FOR A COMPLETE INSTALLATION.
2. PROVIDE WATER HAMMER ARRESTORS ON COLD AND HOT WATER SUPPLY BRANCHES, REFER TO WATER HAMMER ARRESTOR SCHEDULE.
3. REFER TO ARCHITECTURAL DRAWINGS FOR ALL PLUMBING FIXTURES' MOUNTING HEIGHT, COORDINATE WITH ADA REQUIREMENTS.
4. PROVIDE FULL SIZE WATER AND SANITARY PIPING TO EACH FIXTURE UNLESS NOTED OTHERWISE.
5. PROVIDE BASIS OF DESIGN MANUFACTURER AND MODEL OR APPROVED EQUAL WITH PERFORMANCE, COMPONENTS AND TRIM OPTIONS WHICH EXCEED OR EQUAL TO BASIS OF DESIGN.
6. ALL EXPOSED DOMESTIC WATER AND P-TRAP BELOW SINK SHALL BE CHROME PLATED.



1 PIPE HEAT TRACE TAPE DETAIL
NOT TO SCALE

PIPE ELBOW APPLICATION

DETAIL 1 NOTES:

1. PROVIDE SEE REGULATING LOW TEMPERATURE HEAT TRACE CABLE EQUAL TO CHROMALOX MODEL CPE CABLE PROVIDE WITH UL LISTED NON-INDICATING TEMPERATURE CONTROLLERS MODEL THR. HEAT TRACE SHALL BE ENERGIZED AUTOMATICALLY WHEN AMBIENT TEMPERATURE IS BELOW 40°F FOR FREEZE PROTECTION.
2. PROVIDE WITH ALL REQUIRED ACCESSORIES BUT NOT LIMITED TO TAPE, CABLE TIES, PIPE STRAPS, JUNCTION BOX, HEAT SHRINK SPLICE AND TEE KITS, HEAT SHRINK END CAPS, INSTALL IN STRICT ACCORDANCE TO MANUFACTURER'S INSTALLATION MANUAL.
3. HEATING CABLE IS APPLIED TO THE OUTSIDE (LONG) RADIUS OF THE PIPE ELBOW.
4. CONTRACTOR SHALL PROVIDE AND COORDINATE HEAT TRACE CIRCUITS AND ALL OTHER ELECTRICAL POWER REQUIREMENTS, COORDINATE CURRENT SWITCH INSTALLATION WITH DDC CONTRACTOR.
5. PROVIDE HARDWARE FOR POWER CONNECTIONS, PLUG IN TYPE IS NOT ALLOWABLE.
6. HEAT TRACE SHALL MEET THE FOLLOWING REQUIREMENTS:
 - 6.1. THE SYSTEM SHALL BE INSTALLED TO MAINTAIN THE SURFACE TEMPERATURE OF THE PIPE AND FITTINGS WILL NOT EXCEED 158°F (70°C).
 - 6.2. THE SYSTEM MUST BE INSTALLED FOLLOWING THE MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION, AND THE PRODUCT/SYSTEM LISTINGS.
 - 6.3. SHALL BE USED IN COMPLIANCE WITH ALL APPLICABLE LOCAL CODES.

ANTON LEE ENGINEERING

ANTON LEE
Lee

Digitally signed by Anton Lee
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14.08.46-00:00

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ENGINEER

ANTON LEE ENGINEERING, LLC

REGISTERED PROFESSIONAL ENGINEER
NO. 10000, EXPIRATION DATE 12/31/2024

REGISTERED PROFESSIONAL ENGINEER
NO. 10000, EXPIRATION DATE 12/31/2024

REGISTERED PROFESSIONAL ENGINEER
NO. 10000, EXPIRATION DATE 12/31/2024

SHORE AT
TARPON BEACH

NO.	DATE	APPROVED	REVISION / ACTION TAKEN

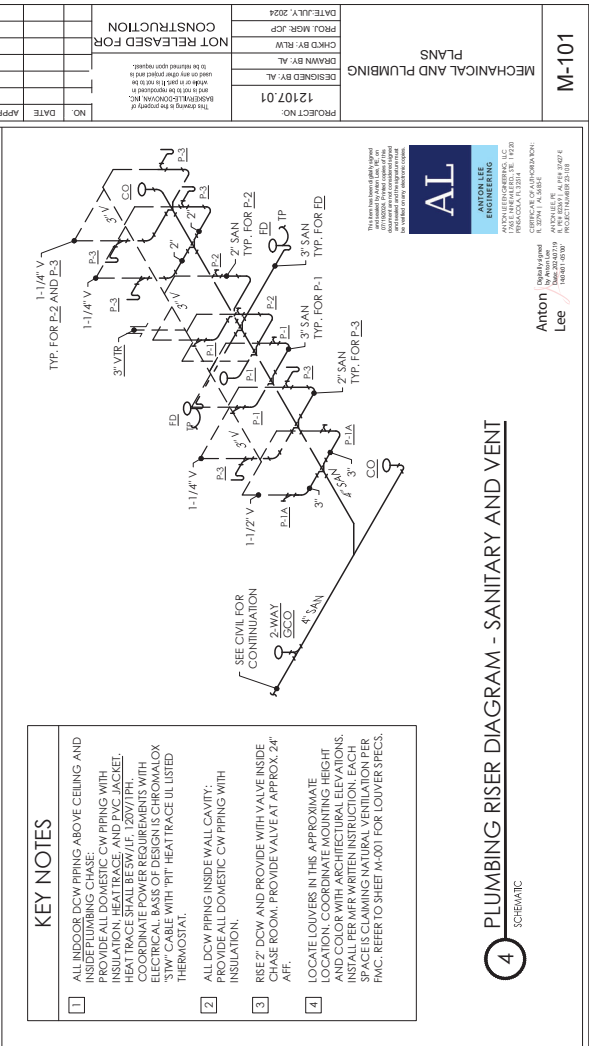
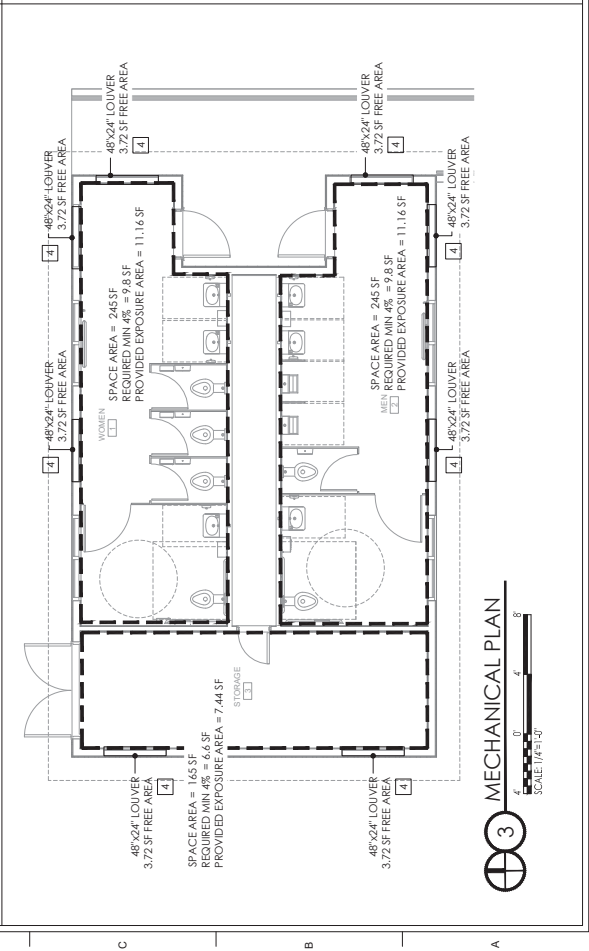
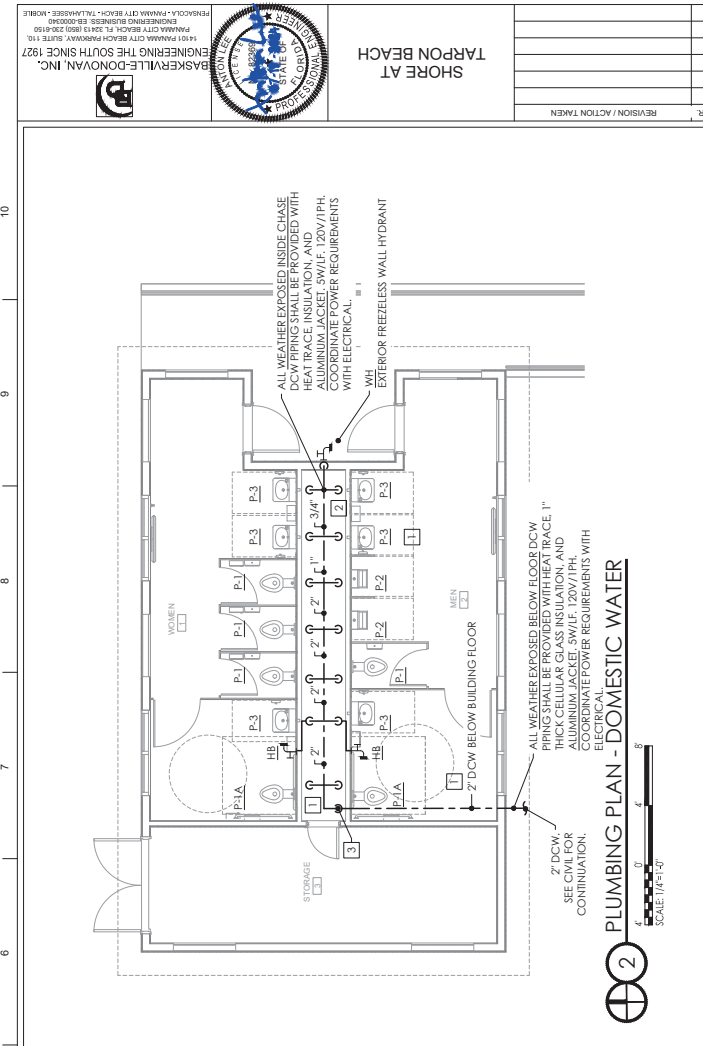
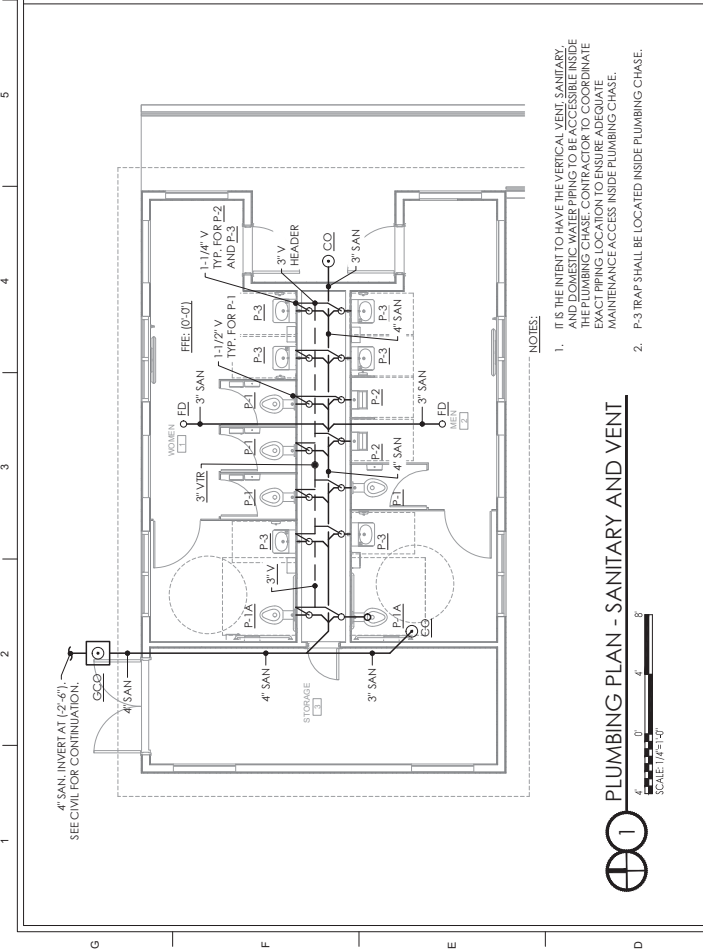
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DRAWN BY:	AL
CHECKED BY:	RLW
DATE:	JULY, 2024

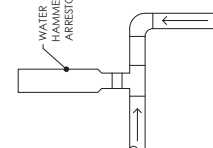
M-002

MECHANICAL SCHEDULE AND
DETAILS



1 2 3 4 5 6 7 8 9 10

G F E D C B A



WATER HAMMER SCHEDULE				
PIPE SIZE	AIR CHAMBER	FIXTURE UNIT CAPACITY	WATS MODEL #	
1/2"	A	60 PSIG	1 TO 11	LF15M2-A
3/4"	B	60 PSIG	12 TO 32	LF15M2-B
1"	C	60 PSIG	33 TO 60	LF15M2-C

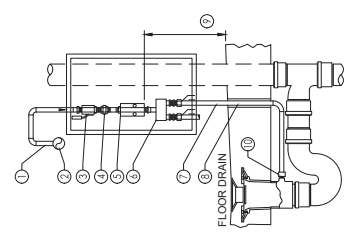
WATER HAMMERS SHALL MEET ASSE 1010 AND BE SIZED PER FDI STANDARDS

1 WATER HAMMER ARRESTER DETAIL

NOT TO SCALE

DETAIL KEY NOTES:

- 1/2" CW, CONNECT TRAP PRIMER BRANCH OFF THE TOP OF THE SUPPLY LINE TO PREVENT SEDIMENT FROM SETTLING ON TRAP PRIMER VALVE
- MINIMUM 1"
- ISOLATION BALL VALVE
- ELECTRIC UNION
- PRESSURE ACTUATED TRAP PRIMER
- DISTRIBUTION UNIT
- 1/2" TRAP PRIMER LINE
- TRAP PRIMER LINE PENETRATE THROUGH FLOOR, SEAL WATER TIGHT, SLOPE HORIZONTAL PIPING AT 1/4" PER FT MINIMUM
- MIN. 12" AFF
- FLOOR DRAIN TRAP PRIMER CONNECTION



NOTES:

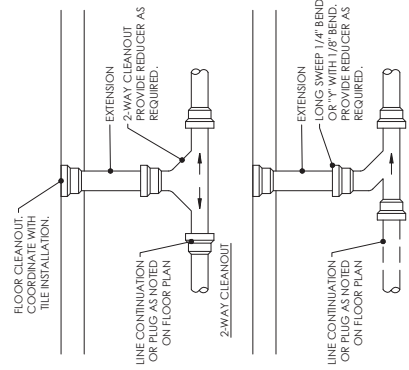
- PROVIDE TRAP PRIMER ON ALL FLOOR DRAINS, FLOOR SINKS AND HUB DRAINS AS NOTED.
- PROVIDE DISTRIBUTION UNIT TO SERVE MULTIPLE TRAPS.
- TRAP PRIMER LINE SHALL BE 1/2" AT LEAST LARGE ENOUGH FOR MAINTENANCE AND PARTS REMOVAL. COORDINATE LOCATION WITH ARCHITECTURAL.
- MECHANICAL ROOM INSTALLATION: ALL PIPING AND PARTS SHALL BE EXPOSED. ACCESS DOOR NOT REQUIRED. SUPPORT PIPING OFF FLOOR WITH GALVANIZED METAL FRAMING CHANNELS WITH PIPE HANGERS. SUPPORT SHALL BE 1/2" MINIMUM.
- INSTALL VERTICALLY AND SUPPORT PER MFR RECOMMENDATION.

4 TRAP PRIMER DETAIL

NOT TO SCALE

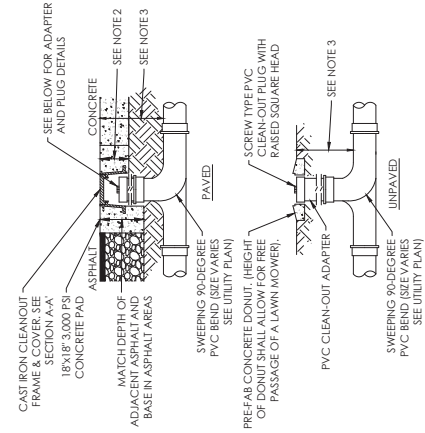
2 FLOOR CLEANOUT DETAIL

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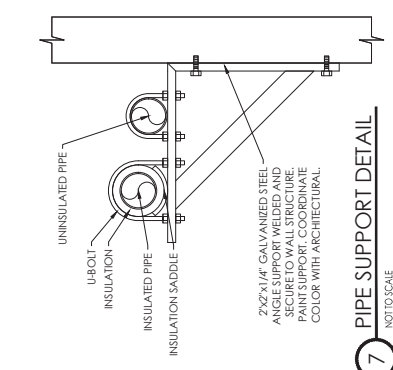
3 GRADE CLEANOUT DETAIL

NOT TO SCALE



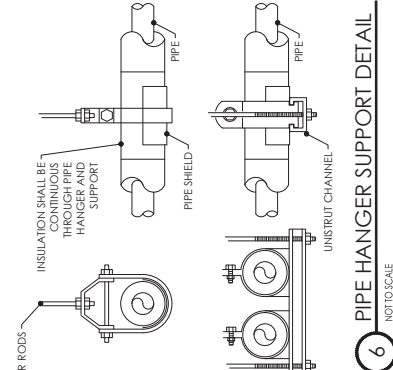
7 PIPE SUPPORT DETAIL

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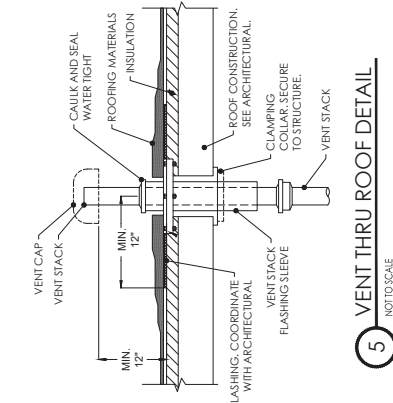
6 PIPE HANGER SUPPORT DETAIL

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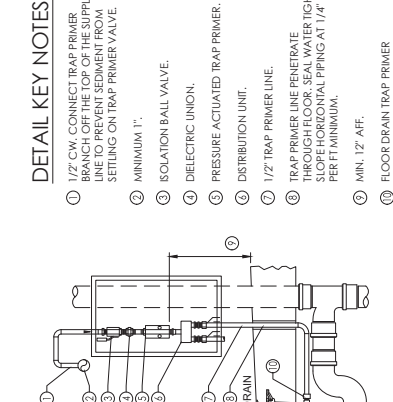
5 VENT THRU ROOF DETAIL

NOT TO SCALE



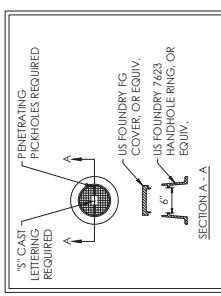
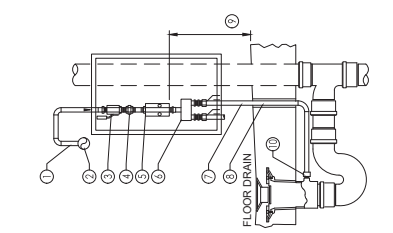
6 PIPE HANGER SUPPORT DETAIL

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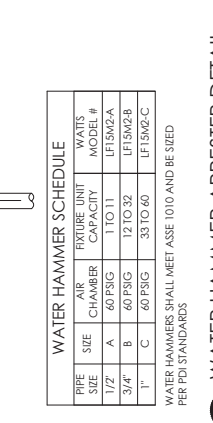
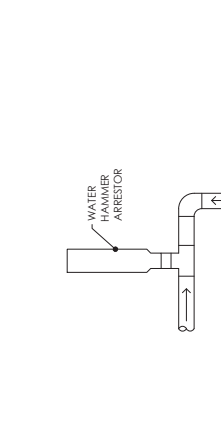
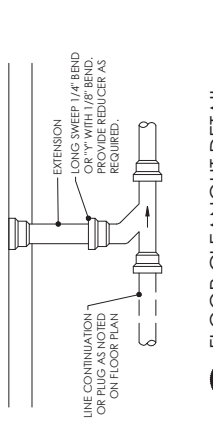
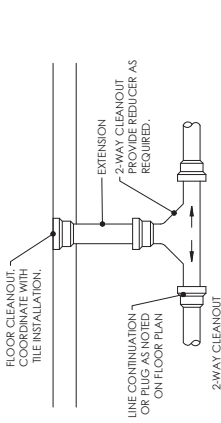
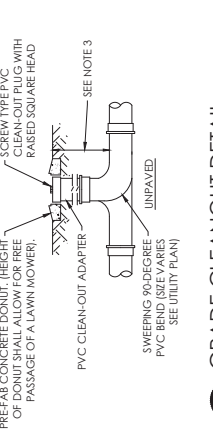
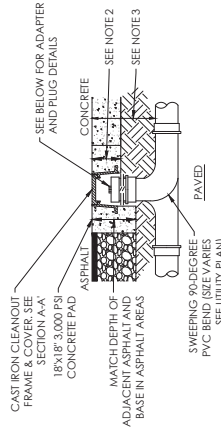
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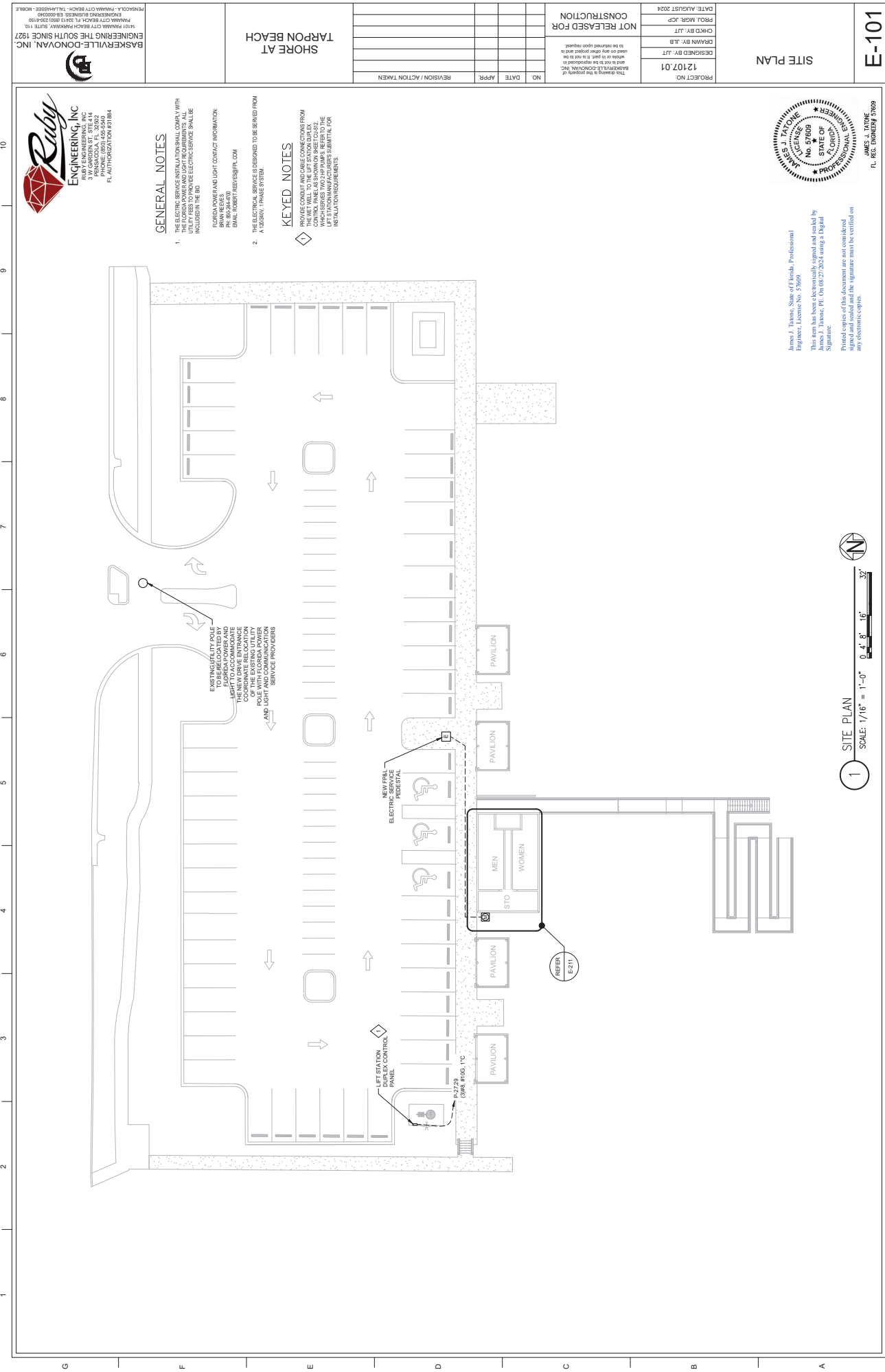
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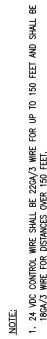


DETAIL 3 NOTES:

- CLEAN-OUT PIPE AND FITTINGS TO MATCH SIZE OF LINE INTO WHICH ACCESS IS BEING PROVIDED.
- MATCH DEPTH OF ADJACENT CONCRETE SIDEWALK OR PAVEMENT IN CONCRETE AREAS (MIN. THICKNESS TO BE AS REQUIRED TO EXTEND 2" BELOW BOTTOM OF CAST IRON FRAME). DEPTH VARIES. MIN. 30" COORDINATE WITH CIVIL.





[illegible]

James J. Tatone, State of Florida, Professional Engineer, License No. 37609.

This item has been electronically signed and sealed by James J. Tatone, PE. On 08/27/2024 using a Digital Signature.

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GENERAL NOTES

1. VOLTAGE DROP CALCULATIONS HAVE BEEN PERFORMED CONSIDERING A MAXIMUM SERVICE ENTRANCE LENGTH FROM THE UTILITY SERVICE CONNECTION POINT TO PANEL P OF 125 FEET. THE VOLTAGE DROP CALCULATIONS ARE IN COMPLIANCE WITH FLORIDA BUILDING CODE ENERGY CONSERVATION SECTION C405.7.3.

KEYED NOTES

- 1 PROVIDE BUTTON TYPE PHOTOCELL. ALL EXTERIOR LIGHTING SHALL BE CONTROLLED BY THE PHOTOCELL.
- 2 EMERGENCY LIGHTING UNIT SHALL BE UNSWITCHED AND INSTALLED AT 7'-5" AFF TO TOP OF LIGHTING UNIT.
- 3 REFER TO RESTROOM OCCUPANCY SENSOR CONTROL SCHEMATIC, DETAIL 3 ON THIS SHEET



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SHORE AT
TARPOON BEACH

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DESIGNED BY:	JJT
DRAWN BY:	JLB
CHECKED BY:	JJT
PROJ. MGR:	JCP
DATE:	AUGUST 2024

RESTROOM BUILDING
PLAN

E-211

FINAL PLANS-RELEASED FOR BID

A Landscape Development Plan for
Tarpon Beach Park
Destin, Florida

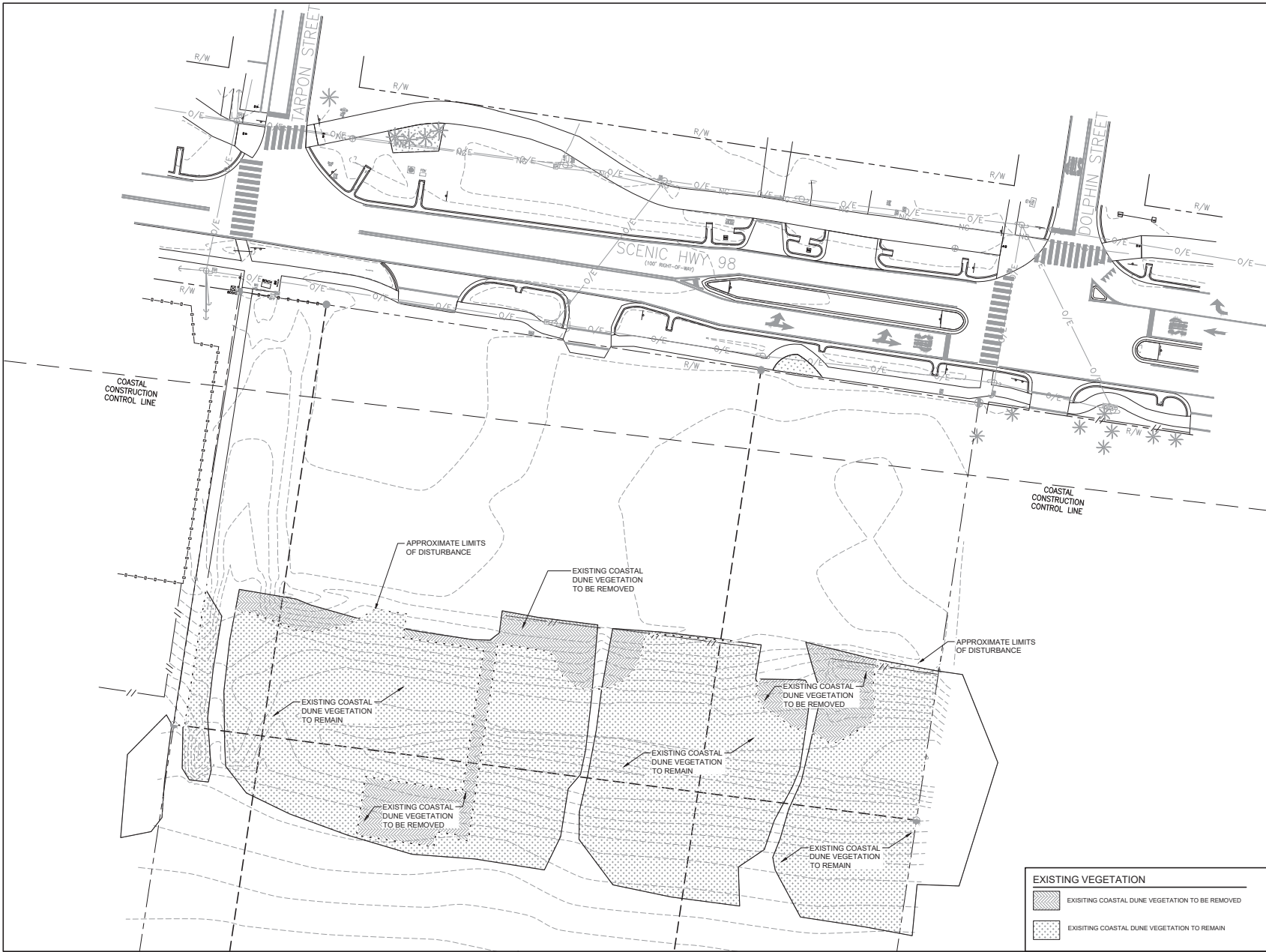
Revisions	No.	Date	Revisions / Submissions
	04.03.24		100% FINAL PLANS - RELEASED FOR BD
	06.26.24		CD100 REVISION 01
	07.18.24		CD100 REVISION 02
	09.05.24		CD100 REVISION 03

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Principal	2024.09.05
242066-003	Project No.
02.12.24	Date
	Drawings not valid without seal
Sheet Title	

**EXISTING
VEGETATION PLAN**

Sheet No. **EX100**



1 EXISTING VEGETATION PLAN
Scale: 1" = 20'

A Landscape Development Plan for
Tarpon Beach Park
Destin, Florida

Revisions	No.	Date	Revisions / Submissions
	04.03.24		100% FINAL PLANS - RELEASED FOR BD
	06.26.24		CD100 REVISION 01
	07.18.24		CD100 REVISION 02
	09.05.24		CD100 REVISION 03

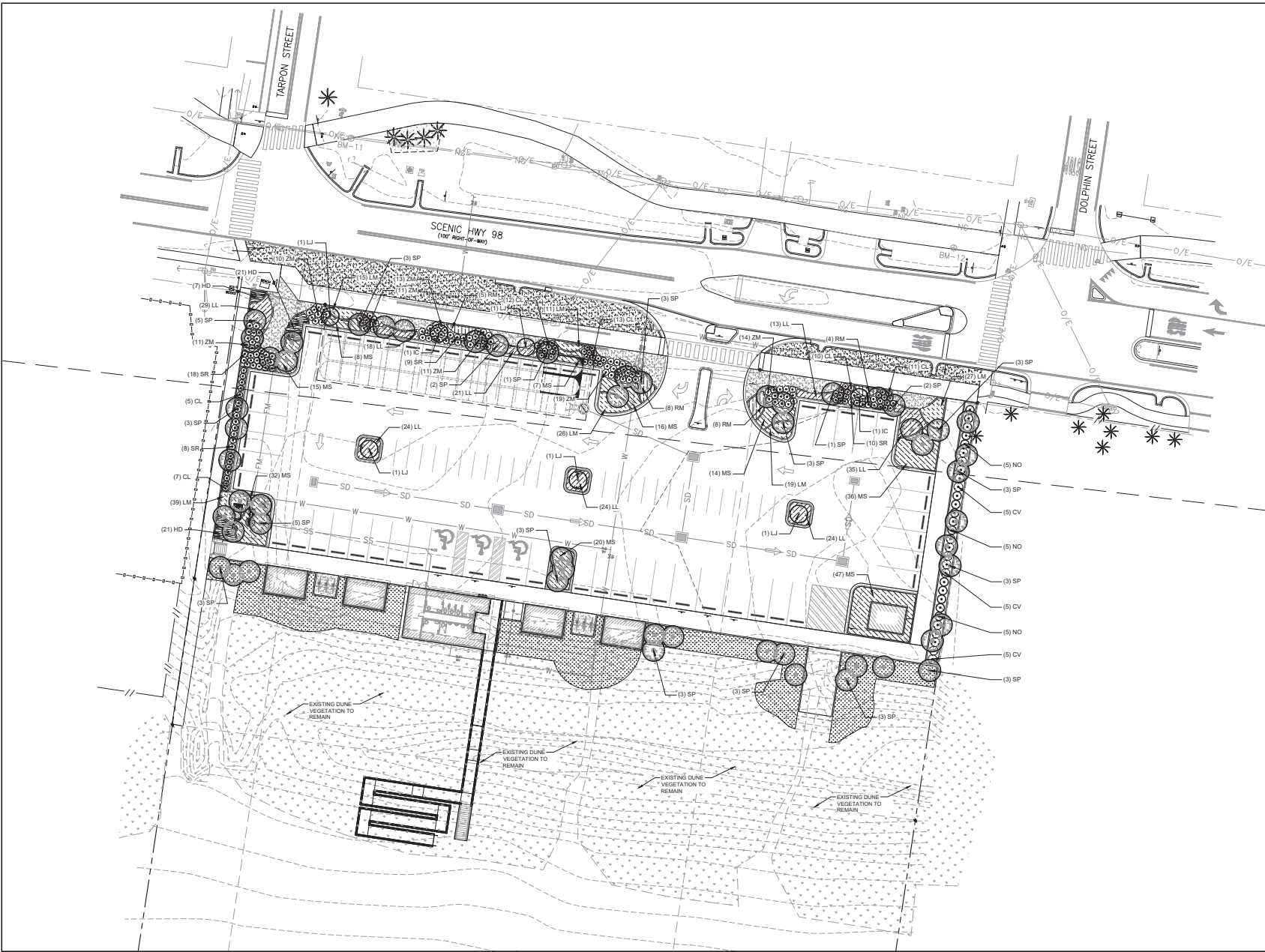
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FA	Registration - FL L4668896
DM	
Project Manager	Digitally signed by Lester C. Watkins
CW	Date: 2024.09.05
Principal	242066-003
Project No.	02.12.24
Date	
Sheet Title	Drawings not valid without seal

LANDSCAPE
PLANTING PLAN

Sheet No.

LP100

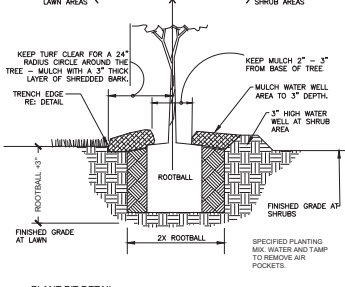
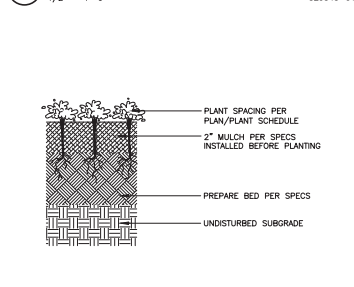
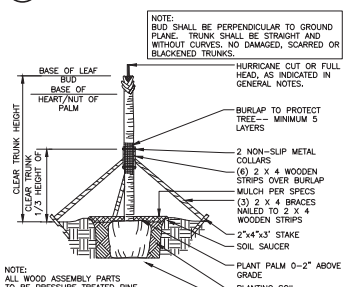
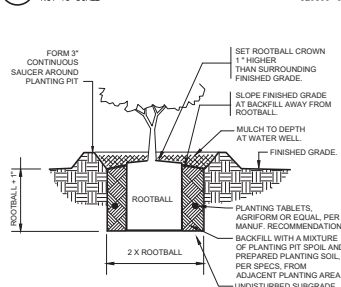
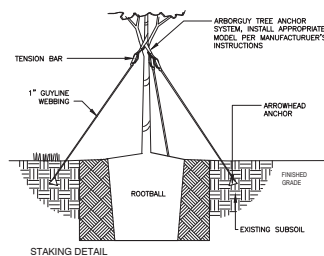
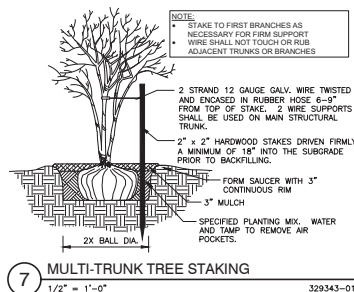
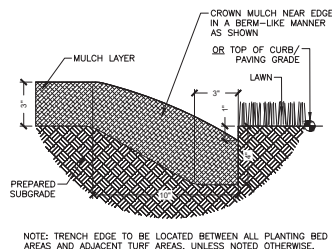
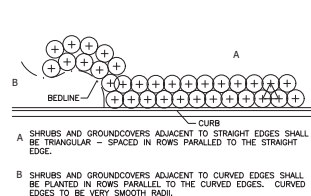


1 LANDSCAPE PLANTING PLAN
Scale: 1" = 20'



PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	HT	
TREES						
	IC	2	ILEX CASSINE / DAHOON HOLLY FULL CANOPY	B&B OR CONT	12'	
	LJ	5	LIGUSTRUM JAPONICUM / WAX LEAF LIGUSTRUM MIN. 3 TRUNKS, FULL CANOPY	B&B OR CONT	12'	
PALM TREES						
	SP	55	SABAL PALMETTO / SABAL PALM CLEAR-TRUNK HEIGHT NOTED	FG	14-18' CT	
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	W	SPACING
SHRUBS						
	CV	15	CALLISTEMON VIMINALIS 'LIGHT SHOW' / LIGHT SHOW RED BOTTLEBRUSH	3 GAL		48" o.c.
	CL	58	CALLISTEMON VIMINALIS 'LITTLE JOHN' / LITTLE JOHN DWARF BOTTLEBRUSH	3 GAL		36" o.c.
	NO	15	NERIUM OLEANDER 'HARDY RED' / HARDY RED OLEANDER	3 GAL		48" o.c.
	SR	45	SERENOA REPENS / SAW PALMETTO	3 GAL		36" o.c.
	ZM	89	ZAMIA FLORIDANA / COONTIE	3 GAL		36" o.c.
SHRUB AREAS						
	LL	188	LOMANDRA LONGIFOLIA 'BREEZE' / BREEZE GRASS	3 GAL		24" o.c.
	MS	195	MISCANTHUS SINENSIS 'ADAGIO' / ADAGIO MAIDEN GRASS	3 GAL		36" o.c.
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	
GROUND COVERS						
	HD	49	HELIANTHUS DEBILIS / DUNE SUNFLOWER	1 GAL	24" o.c.	
	LM	137	LANTANA MONTEVIDENSIS / PURPLE TRAILING LANTANA	1 GAL	24" o.c.	
	DM	1,154	NATIVE DUNE MIX / DUNE MIX	2" PLUG	24" o.c.	
	RM	25	ROSA X 'MEIDRIFORA' / CORAL DRIFT ROSE	3 GAL	36" o.c.	
SOD/SEED						
	SOD	4,220 SF	CYNODON DACTYLON 'TIFWAY 419' / TIFWAY 419 BERMUDA GRASS	SOD		



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09.05.24	CD100 REVISION 03	

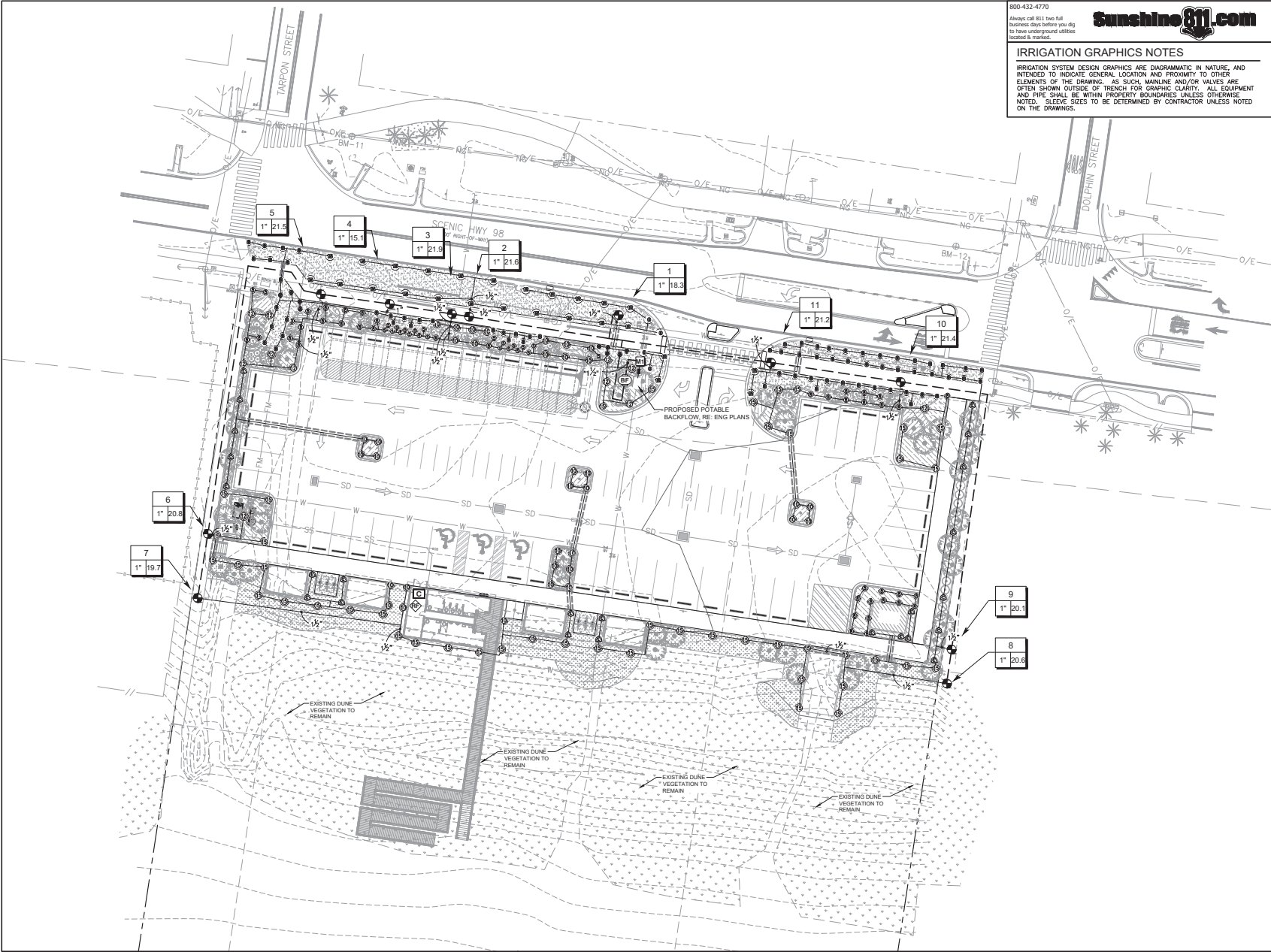
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Project Manager	
CW	Digitally signed by Lester C. Watkins
Principal	Date: 2024.09.05 13:24:54-05'00'
242066-003	
Project No.	
02.12.24	
Date	

Drawings not valid without seal

Sheet Title

LANDSCAPE PLANTING DETAILS



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IRRIGATION GRAPHICS NOTES
IRRIGATION SYSTEM DESIGN GRAPHICS ARE DIAGRAMMATIC IN NATURE, AND INTENDED TO INDICATE GENERAL LOCATION AND PROXIMITY TO OTHER ELEMENTS OF THE DRAWING. AS SUCH, MAINLINE AND/OR VALVES ARE OFTEN SHOWN OUTSIDE OF TRENCH FOR GRAPHIC CLARITY. ALL EQUIPMENT AND PIPE SHALL BE WITHIN PROPERTY BOUNDARIES UNLESS OTHERWISE NOTED. SLEEVE SIZES TO BE DETERMINED BY CONTRACTOR UNLESS NOTED ON THE DRAWINGS.

landscape architecture
land planning
placemaking

was DESIGN
landscape architects

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A Landscape Development Plan for
Tarpon Beach Park
Destin, Florida

Revisions	
No.	Date
04.03.24	100% FINAL PLANS - RELEASED FOR BIDDING
06.26.24	CD100 REVISION 01
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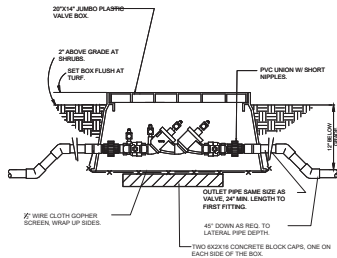
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FA
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DM
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242066-003
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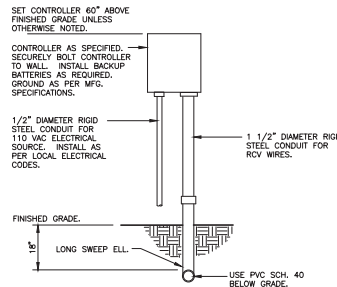
Digitally signed
by Lester C. Watkins
Date: 2024.09.05
13:24:54-05'00'

**LANDSCAPE
IRRIGATION PLAN**



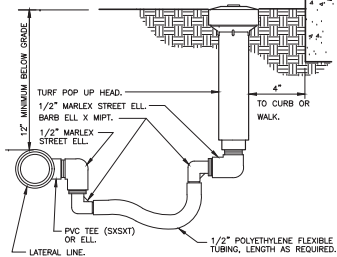
7 DUAL CHECK VALVE IN BOX
1/2" = 1'-0"

328489.46-06



4 WALL MOUNT CONTROLLER
1" = 1'-0"

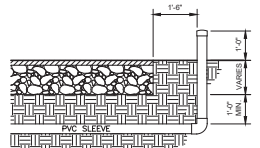
328409.13-01



1 TURF SPRAY FLEX ASSEMBLY
3" = 1'-0"

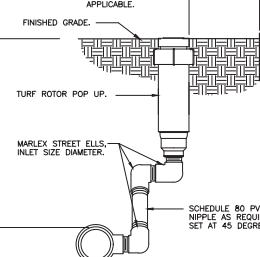
328403.13-02

NOTE:
INSTALLER OF SLEEVES SHALL BE RESPONSIBLE TO LOCATE SLEEVES IF NOT PROPERLY INSTALLED.



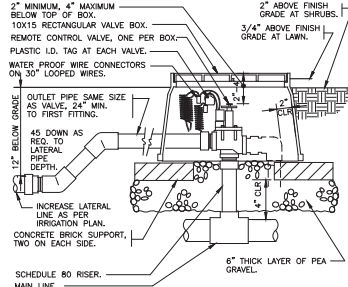
5 SLEEVING DETAIL
1/2" = 1'-0"

328409.76-05



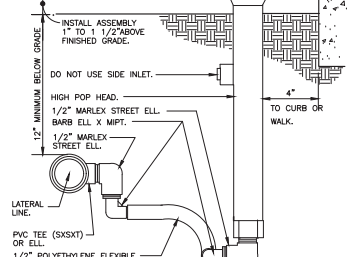
2 TURF ROTOR MARLEX ASSEMBLY
3" = 1'-0"

328403.16-01



6 ELECTRIC REMOTE CONTROL VALVE
1 1/2" = 1'-0"

328406.13-01



3 SHRUB SPRAY HIGHPOP W/ FLEX ASSEMBLY
3" = 1'-0"

328403.29-01

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
	RAIN BIRD 1806-SAM-PRS 5 SERIES MPR TURF SPRAY 6.0IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2IN. NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	9	30
	RAIN BIRD 1806-SAM-PRS 8 SERIES MPR TURF SPRAY 6.0IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2IN. NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	69	30
	RAIN BIRD 1806-SAM-PRS 10 SERIES MPR TURF SPRAY 6.0IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2IN. NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	4	30
	RAIN BIRD 1806-SAM-PRS 12 SERIES MPR TURF SPRAY 6.0IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2IN. NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	10	30
	RAIN BIRD 1806-SAM-PRS 15 SERIES MPR TURF SPRAY 6.0IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2IN. NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	16	30
	RAIN BIRD 1812-SAM-PRS 15 STRIP SERIES SHRUB SPRAY 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2IN. NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	24	30
	RAIN BIRD 1812-SAM-PRS 5 SERIES MPR SHRUB SPRAY 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2IN. NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	21	30
	RAIN BIRD 1812-SAM-PRS 8 SERIES MPR SHRUB SPRAY 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2IN. NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	42	30
	RAIN BIRD 1812-SAM-PRS 10 SERIES MPR SHRUB SPRAY 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2IN. NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	35	30
	RAIN BIRD 1812-SAM-PRS 12 SERIES MPR SHRUB SPRAY 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2IN. NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	11	30
	RAIN BIRD 1812-SAM-PRS 15 SERIES MPR SHRUB SPRAY 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL, 1/2IN. NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	46	30
	RAIN BIRD PGA ANGLE 1" 1IN., 1-1/2IN., 2IN. ELECTRIC REMOTE CONTROL VALVE, ANGLE.	11	
	APOLLO VALVES 4A1064F 1-1/4" DUAL CHECK VALVE BACKFLOW PREVENTER, INLET SIZE 1-1/4", UNION END BALL VALVES, SAE TESTCOCKS	1	
	RAIN BIRD ESPLXME2 12 STATION TRADITIONALLY-WIRED, COMMERCIAL CONTROLLER, INDOOR/OUTDOOR, PLASTIC WALL-MOUNT ENCLOSURE.	1	
	RAIN BIRD WR2-RFS WIRELESS RAIN/FREEZE SENSOR.	1	
	WATER METER 3/4" CONTRACTOR TO TIE INTO POTABLE WATER METER (RE: ENG PLANS) WITH A SEPARATE BACKFLOW DEVICE FOR IRRIGATION SERVICE. BASIS OF DESIGN: 30 GPM @ 60 PSI. CONTRACTOR TO VERIFY.	1	
	IRRIGATION LATERAL LINE, PVC CLASS 200 SDR 21 1"	2,745 L.F.	
	ONLY LATERAL TRANSITION PIPE SIZES 1 1/4" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 1" IN SIZE.		
	IRRIGATION LATERAL LINE, PVC CLASS 200 SDR 21 1 1/2"	249.8 L.F.	
	ONLY LATERAL TRANSITION PIPE SIZES 1 1/4" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 1" IN SIZE.		
	IRRIGATION MAINLINE, PVC CLASS 200 SDR 21 1 1/2"	697.7 L.F.	
	PIPE SLEEVE: PVC SCHEDULE 40	229.3 L.F.	
	Valve Control		
	Valve Number		
	Valve Flow		
	Valve Size		

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A Landscape Development Plan for Tarpon Beach Park Destin, Florida

No.	Date	Revisions / Submissions
04.03.24	100% FINAL PLANS - RELEASED FOR BD	
06.26.24	CD100 REVISION 01	
07.18.24	CD100 REVISION 02	
09.05.24	CD100 REVISION 03	

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Sheet Title	Drawings not valid without seal

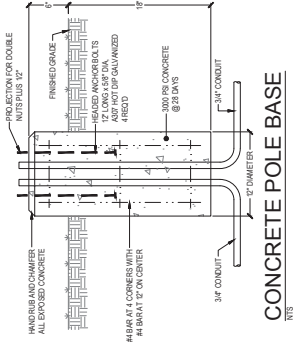
LANDSCAPE IRRIGATION DETAILS

Sheet No. **LI500**

ELECTRICAL GENERAL NOTES

- CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES PRIOR TO INSTALLATION. REFER TO MECHANICAL AND PLUMBING DRAWINGS FOR EXACT SIZE AND LOCATION OF EQUIPMENT WHICH IS FURNISHED BY OTHERS AND CONNECTED BY ELECTRICAL.
- VERIFY ALL DOOR SWINGS WITH ARCHITECTURAL DRAWINGS PRIOR TO ROUGH-IN WALL OR SWITCHES.
- LOCATION OF LIGHTING FIXTURES, DISCONNECT SWITCHES, ETC. FOR MECHANICAL EQUIPMENT ROOM SHALL BE COORDINATED WITH FINAL MECHANICAL EQUIPMENT LOCATION TO PROVIDE NATIONAL ELECTRIC CODE REQUIRED ACCESS SPACE.
- ALL EXPOSED CONDUITS, BOXES, STRAPS AND HANGERS IN THE CONTRACT AREA WHETHER NEW OR EXISTING THAT ARE PART OF THE ELECTRICAL SYSTEM SHALL BE PAINTED TO MATCH ADJACENT FINISH.
- GENERAL CONTRACTOR SHALL FIELD-VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING ANY WORK, AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES. FAILURE TO DO SO INDICATES THAT THE CONTRACTOR ACCEPTS THE CONDITIONS AS THEY EXIST, AND SHALL PERFORM THE WORK REQUIRED AS SHOWN AND SPECIFIED.
- COMPLY WITH ALL LOCAL CODE LAWS, AND ORDINANCES APPLICABLE TO ELECTRICAL WORK, THE STATE BUILDING CODE AND THE NATIONAL ELECTRIC CODE. OBTAIN ALL PERMITS REQUIRED BY LOCAL ORDINANCES.
- OBTAIN ARCHITECT'S APPROVAL OF ALL LIGHT FIXTURES, SWITCHES, RECEPTACLES, PANELBOARDS, ETC. PRIOR TO PURCHASING.
- THE ELECTRICAL WORK SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER. ALL NOT SO INSTALLED SHALL BE REMOVED AND REPLACED AT NO COST TO THE OWNER.
- ALL WORK SHALL BE INSTALLED IN CONCEALED TYPE CONSTRUCTION. UNDERGROUND CONDUITS UP TO FIRST BOX IN CONCEALED CONSTRUCTION MAY BE SCH 40 PVC. EXTERIOR EXPOSED WORK SHALL BE IMC. BRANCO ORGANT CONDUIT RUN IN OPEN SPACES ABOVE CEILING OR IN WALLS MAY BE THINWALL (EAT) CONDUIT 1/2 MIN. SIZE.
- ALL CONDUCTORS LESS THAN 100A SHALL BE COPPER #12 & #10 SOLID. #8 AND LARGER STRANDED. #6 AND SMALLER TO BE TYPE THHN, 600 VOLT INSULATION AND TYPE THHN OR THHN FOR #4 AND LARGER. ALUM. CONDUCTORS MAY BE USED FOR 100A AND LARGER ONLY WHERE USED WITH COMPRESSION TERMINATIONS.
- PROVIDE GROUNDING PER NATIONAL ELECTRIC CODE.
- THE CONTRACTOR SHALL LEAVE THE ENTIRE ELECTRICAL SYSTEM INSTALLED IN PROPER WORKING ORDER, AND SHALL REPAIR USE WITHOUT ADDITIONAL COST. ALL WORK OR MATERIAL WHICH MAY DEVELOP DEFECTS, ORDINARY WEAR AND TEAR OR DAMAGE RESULTING FROM IMPROPER HANDLING EXCEPTED WITHIN A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE OWNER.

LIGHTING FIXTURE SCHEDULE								
QTY	TAG	SYMBOL	MANUFACTURER	CATALOG NUMBER	CONNECTED VOLTAGE	TOTAL (VA)	COLOR(CCT)	DESCRIPTION
16	BL	o	HYDREL	3100C-H42-K02B-MB3-MVOLT-SYM	120	48	AMBER	PVC APPROVED SEA TURTLE ISOLAND LIGHT.
27	BLS	o	HYDREL	3100C-H42-K02B-MB3-MVOLT-SYM-ESH	120	48	AMBER	PVC APPROVED SEA TURTLE ISOLAND LIGHT WITH BEACH DEE SHIELD.



SHORE AT
TARPON BEACH



REVISION		DATE	DESCRIPTION
1	DATE	08/19/24	DATE SQUARE SHIELD
2	DATE	08/19/24	DATE SQUARE SHIELD
3	DATE	08/19/24	DATE SQUARE SHIELD

DRAWN BY:	JR
DESIGNED BY:	DM
CHECKED BY:	DM
DATE:	8/20/2024
JOINUMBER:	24012

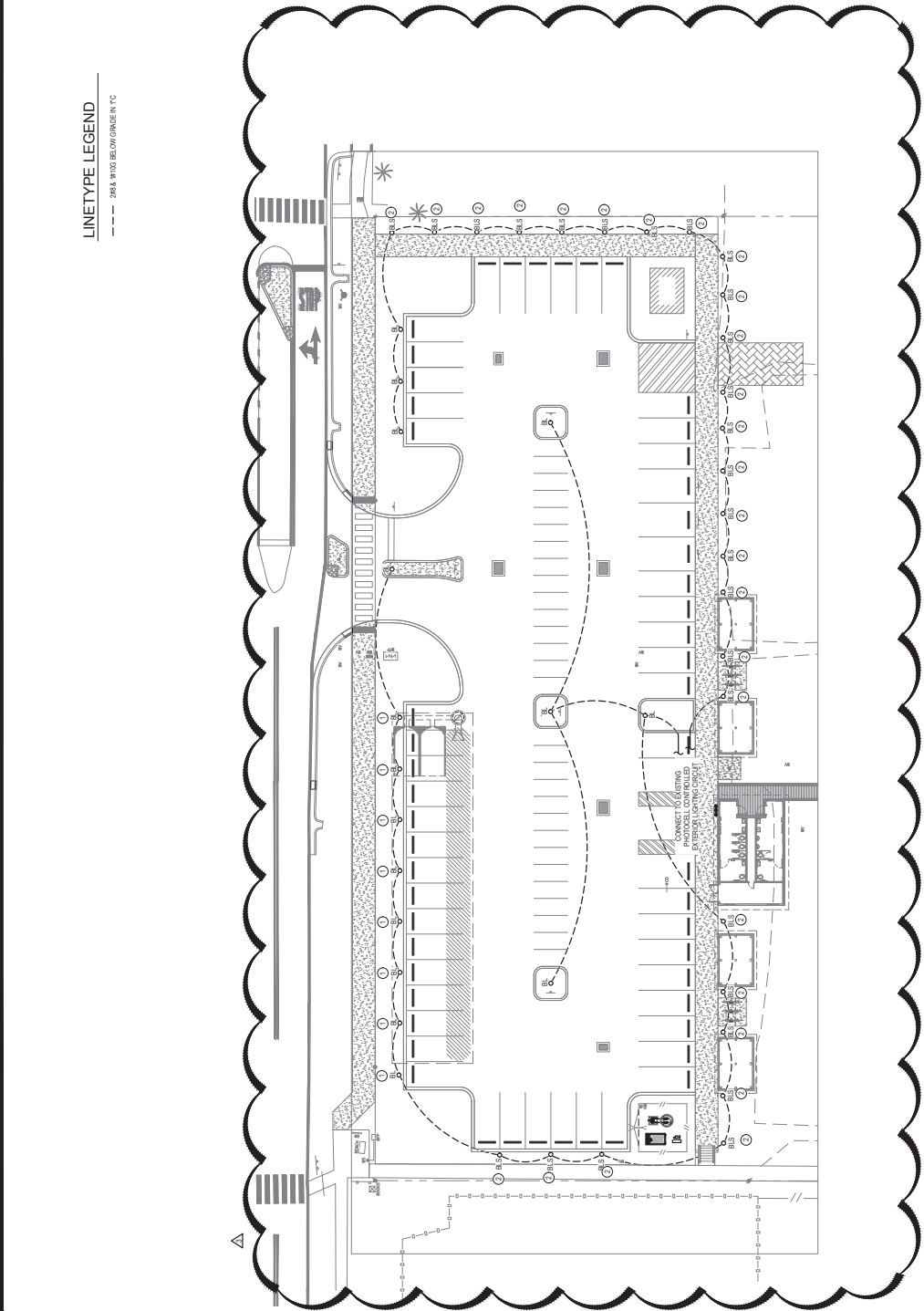
LEGEND AND NOTES

E-100

100% Satisfaction

142 15th Parkway SE
Tampa, FL 33605
Phone: 813.241.1172
Fax: 813.241.1173
Email: info@icengineers.com
www.icengineers.com

24012



KEYNOTES

- ① COORDINATE POLE LOCATIONS SUCH THAT THEY HAVE NO CONFLICT WITH ADJACENT STORM CHAMBERS AND WATERLINE
- ② INSTALL SHIELDING ON BEACH SIDE OF FIXTURE

----- 230 A. 1810G BELOW GRADE IN TC

ELECTRICAL SITE LIGHTING PLAN

SHORE AT TARPON BEACH

SEAL:

REVISION:		
#	DATE	DESCRIPTION
2	05/28/24	BOLLARDS
3	08/26/24	BOLLARD SHIELD

DRAWN BY:	JH
DESIGNED BY:	DW
CHECKED BY:	DW
DATE:	8/5/2024
JOB NUMBER:	24012

ELECTRICAL SITE
LIGHTING PLAN

E-101

ENGINEERS

INC.

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Fort Walton Beach, Florida 32548
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SHORE AT
TARPON BEACH

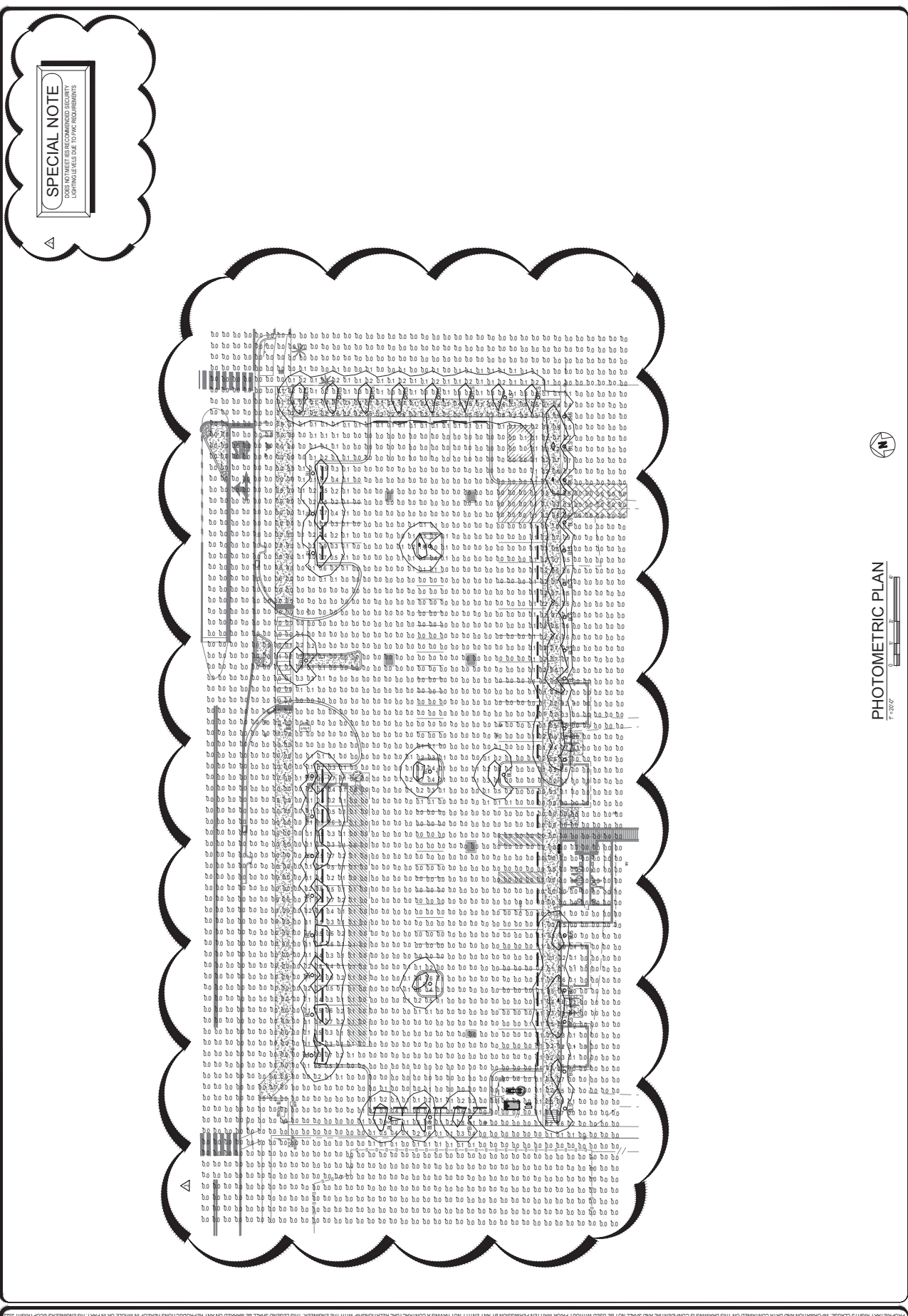
SEAL:

REVISION	DATE	DESCRIPTION
1	04/19/24	SQUARE SHIELD
2	05/22/24	ROLLERS
3	06/27/24	SHIELD

DRAWN BY:	DM
CHECKED BY:	DM
DATE:	05/22/24
JOINUMBER:	24012

PHOTOMETRIC PLAN

E-102



RESOLUTION 24-13

A RESOLUTION OF THE CITY COUNCIL OF DESTIN, FLORIDA, IN SUPPORT OF THE PROPOSED US 98 INTERSECTION IMPROVEMENTS NEAR WHOLE FOODS MARKET AND REGIONS WAY TO IMPROVE TRAFFIC SAFETY AND FLOW; CALLING FOR SIMILAR IMPROVEMENTS AT OTHER INTERSECTIONS ALONG US 98 IN DESTIN; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) has proposed safety improvements for the US 98 intersection near Whole Foods Market and Regions Way in Destin, Florida; and

WHEREAS, over the past five years, this intersection has documented a total of 60 traffic crashes, indicating a significant safety concern for drivers and pedestrians; and

WHEREAS, the proposed improvements, which would restrict left-turns out of the intersection and limit turns onto US 98 to right-turns only, with U-turns allowed at controlled intersections, aim to reduce traffic accidents and improve the overall safety and traffic flow along US 98; and

WHEREAS, studies by the Federal Highway Administration (FHWA) have demonstrated that such designs can reduce severe crashes at intersections by up to 54%, with traffic throughout increasing by as much as 30% through the use of Restricted Crossing U-turns (RCUT); and

WHEREAS, citizens of Destin have expressed strong public support for these proposed improvements, as evidenced by community feedback; and

WHEREAS, the City of Destin recognizes the importance of making necessary infrastructure adjustments to address current and future traffic safety concerns, especially with increasing traffic from local developments; and

WHEREAS, the proposed modifications align with the city's long-term transportation goals and FDOT's Resurfacing, Restoration, and Rehabilitation (RRR) projects; and

WHEREAS, the City of Destin desires to see similar traffic safety measures, specifically restricting left-turns out of intersections and limiting turns onto US 98 to right-turns only, implemented at other high-traffic intersections along US 98 within the city to improve safety and traffic flow.

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

Section 1. The City of Destin hereby expresses its full support for the proposed US 98 intersection improvements near Whole Foods Market and Regions Way as outlined by the Florida Department of Transportation.

Section 2. The city further supports the application of similar intersection improvements along the majority of US 98 within the city limits of Destin, including restricting left-turns out of intersections and allowing right-turn only exits with U-turns at controlled intersections, to enhance overall traffic safety and efficiency.

Section 3. The Destin City Council authorizes the City Manager to coordinate with FDOT, Okaloosa County, and relevant private stakeholders, including Legendary Inc., to ensure timely implementation of the improvements.

Section 4. The city supports the necessary agreements and resolutions required to complete the restriping and other modifications to Legendary Drive and Regions Way, as needed for this project, and any future agreements required for additional US 98 intersection improvements.

Section 5. This resolution shall take effect immediately upon its adoption.

ADOPTED THIS 4TH DAY OF NOVEMBER 2024
By:

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney for the City of Destin only:

Kimberly Romano Kopp, City Attorney

Rey Bailey

From: Bobby Wagner
Sent: Wednesday, October 2, 2024 11:58 AM
To: Larry Jones
Cc: Tina Deater; Michael Burgess; Steve O'Connor; Rey Bailey; Kimberly Kopp
Subject: FW: Review for US 98 from East of Paraiso Boulevard to East of Regions Way Resurfacing Project in Okaloosa County Financial Project Identification Number: 453548-1-32-01

Attachments: FDOT_Post1.PNG; FDOT_Post2.PNG; FDOT_Post3.PNG; Public Comments_US 98 from East of Paraiso Boulevard to East of Regions Way Resurfacing Project in Okaloosa County Financial Project Identification Number: 453548-1-32-01.pdf; FDOT_Overlay.jpg; COD_Right-Turns onto HWY98 RESOLUTION.pdf

Hello team,

Following the state's request and overwhelming support by our citizens (5 attachments), I would like to add this resolution to our consent agenda. It can be the first or second meeting in October. Resolution attached as "COD_Right-Turns onto HWY98 RESOLUTION".

Rey, Kim,

This is a draft resolution, my "digital assistant" created, please revise or edit as needed to fit our standard resolution format.

Leading with love,



From: Bobby Wagner <bwagner@cityofdestin.com>
Date: Wednesday, September 25, 2024 at 2:14 PM
To: Scott Bitterman <sbitterman@myokaloosa.com>, rchamberlain@legendaryinc.com <rchamberlain@legendaryinc.com>, Michael Burgess <mburgess@cityofdestin.com>
Cc: Adams, Ryan <Ryan.Adams@dot.state.fl.us>, Jason Autrey <jautrey@myokaloosa.com>, Joe Bodi <jbodi@cityofdestin.com>, Tamara Young <tyoung@cityofdestin.com>
Subject: Re: Review for US 98 from East of Paraiso Boulevard to East of Regions Way Resurfacing Project in Okaloosa County Financial Project Identification Number: 453548-1-32-01

Team Destin & FDOT,

Over the past 24 hours, I have asked our locals on three social media accounts, Facebook, Instagram, and Next Door to comment on this design change. I included your original diagrams and summary while adding one of my own in the post. (Attached “FDOT_Overlay”)

The posts resulted in a “reach” of 5,024 individual accounts of which 94 public comments were submitted. (All comments are attached in one document.)

Below is a summary of the comments and topics that came up:

1. **Strong Support for Changes:** Many respondents support the idea of eliminating or restricting left turns from the intersection. They believe this will improve safety, particularly in reducing accidents where drivers cross multiple lanes of traffic.
2. **Visibility and Safety Concerns:** A recurring issue mentioned is the poor visibility at the intersection, which makes it dangerous, especially when people try to cross multiple lanes to make left turns. Many participants shared personal experiences of witnessing accidents or near misses at this spot.
3. **Suggestions for Alternatives:**
 - **Roundabouts:** Some respondents suggested installing roundabouts as a potential solution.
 - **Traffic Lights:** Many believe that better-timed traffic lights or additional lights in the area would mitigate the dangers. Some were against adding lights, preferring to restrict left turns instead.
 - **Overpass or Tunnel:** A few people proposed more substantial infrastructure changes, like building an overpass or underground tunnel, though these were less frequent suggestions.
4. **Concerns About U-turns:** Some are worried that the proposed modifications will increase U-turn traffic at nearby intersections, which could create new hazards.
5. **Golf Carts and Pedestrians:** A few people mentioned issues with golf carts in the area and suggested stricter enforcement or additional measures to prevent illegal crossings.
6. **General Agreement on Need for Action:** Almost all respondents agreed that the current design is problematic and that changes are necessary to prevent further accidents. Some also expressed concerns about how increased traffic from new developments, like hotels, will exacerbate the problem.
7. **Restriping / Repainting**

Some people mentioned confusion due to the lack of or faded paint to indicate turn lanes across HWY 98.

Overall, the feedback is overwhelmingly in favor of changing the intersection, with a mix of specific suggestions for improving safety and flow.

Only one person was directly against this improvement—commenting that locals understand how to navigate this area and tourists do not.

With this data, I feel confident in recommending this for council approval through resolution and strongly think your public workshop will be well received.

Please let me know if you have any questions.

Leading with love,

Bobby Wagner
Mayor, City of Destin

✉ bwagner@cityofdestin.com
✉ cityofdestin.com
✉ 4200 Indian Bayou Destin, FL 32541



From: Bobby Wagner <bwagner@cityofdestin.com>

Date: Monday, September 23, 2024 at 4:33 PM

To: Scott Bitterman <sbitterman@myokaloosa.com>, rchamberlain@legendaryinc.com
<rchamberlain@legendaryinc.com>, Michael Burgess <mburgess@cityofdestin.com>

Cc: Adams, Ryan <Ryan.Adams@dot.state.fl.us>, Jason Autrey <jautrey@myokaloosa.com>, Joe Bodi
<jbodi@cityofdestin.com>

Subject: Re: Review for US 98 from East of Paraiso Boulevard to East of Regions Way Resurfacing Project
in Okaloosa County Financial Project Identification Number: 453548-1-32-01

Hello team,

Thank you all for your time and attention regarding this safety matter. The measures you have discussed should be implemented here and along the entire stretch of HWY 98 in Destin. I am committed to gathering support from both the council and the public for this initiative.

As you may know, based on crash data and capacity issues, Destin requires the following measures to improve safety along HWY 98:

- Implement right turn only on HWY 98
- Allow U-turns only at controlled intersections
- Install pedestrian barriers to prevent jaywalking

Please let me know if there is anything else I can do to support these important safety and traffic improvements in our community.

Leading with love,

Bobby Wagner
Mayor, City of Destin

✉ bwagner@cityofdestin.com
✉ cityofdestin.com
✉ 4200 Indian Bayou Destin, FL 32541



From: Scott Bitterman <sbitterman@myokaloosa.com>

Date: Monday, September 23, 2024 at 10:01 AM

To: rchamberlain@legendaryinc.com <rchamberlain@legendaryinc.com>, Michael Burgess <mburgess@cityofdestin.com>

Cc: Adams, Ryan <Ryan.Adams@dot.state.fl.us>, Jason Autrey <jautrey@myokaloosa.com>, Joe Bodi <jbodi@cityofdestin.com>

Subject: FW: Review for US 98 from East of Paraiso Boulevard to East of Regions Way Resurfacing Project in Okaloosa County Financial Project Identification Number: 453548-1-32-01

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

Hello all,

FDOT will overlay US 98 near the Whole Foods Market in the near future. They studied the crossover at Whole Foods/ Rooms To Go/ Regions way, and documented 60 traffic crashes in the past 5 years. The crashes can be reduced by implementing the attached median adjustment; it would make the intersection from US 98 right-in/ right-out/ left-in.

As I understand it, FDOT does not change access without public input and support from the local agencies. Okaloosa County wouldn't have a problem with the improvement, but we don't maintain either of the streets intersecting US 98. My guess is the north leg, between Whole Foods and Rooms To Go, is maintained by Legendary and the south leg, Regions Way, is maintained by the City of Destin. I have blind copied Commissioner Ponder and Mayor Wagner as they would need to consider resolutions for the change in access.

Rodney, does Legendary maintain the north leg, and if so, would y'all support the improvement with the RRR project through an agreement?

Michael, does the City maintain Regions Way, and if so, would the City consider adopting a resolution supporting the improvement?

Scott

From: Adams, Ryan <Ryan.Adams@dot.state.fl.us>

Sent: Monday, September 9, 2024 7:19 AM

To: Scott Bitterman <sbitterman@myokaloosa.com>

Subject: RE: Review for US 98 from East of Paraiso Boulevard to East of Regions Way Resurfacing Project in Okaloosa County Financial Project Identification Number: 453548-1-32-01

Scott,

We are considering adding the median improvements to the RRR. The Department would need a Resolution from the County in support of the access management changes at this location. We would need this to be approved at the next Commissioner meeting. The Department would then hold a hybrid public meeting in November for public review and comment. This public meeting would be advertised 30 days in advance and the VPU would go live in October. Also, it appears the Legendary Dr. is a private road. An agreement with the owner of Legendary Dr. would be necessary for the restriping work that would need to take place. The Department would need to make convert that exit to a left turn only. Coordination with the Legendary Dr. owner is the biggest unknown that could bust our schedule for getting this added to the project.

Attached is the current concept the Department has developed. Before we pursue the Resolution, I need to do some more research on the process for obtaining the agreement for the proposed modifications to Legendary Dr.



Thanks,

Ryan Adams, PMP® | Project Manager

FDOT District III Roadway Design Office

P. (850) 330-1464

E. Ryan.Adams@dot.state.fl.us



FDOT Intersection Modification Public Comments

Instagram Post

go_stevie

You shouldn't be able to cross here at all. Whiteness an accident where two of the westbound lanes stopped but the third hadn't and sure enough that person tboned who was crossing. If I'm stopped in that area I will not leave a gap to let anyone through, it's too risky.

destincars



thomas_lauren0620

So thankful this is happening! Agree 1000% to eliminate the left turn lane. It wld be nice to also eliminate the median in 98 so you have to go down to the light. Keep up the good work!

nicolepanzica

I intentionally avoid that intersection since it is always hairy! Not that I want to see more construction on my way to work it's a great plan 🙌

robbhaakk

Yessss 🙌🙌🙌

The biggest thing that scares me is people only paying attention to make a left hand turn into 98 and not paying attention to the 4 lanes coming west or people turning in from the east. Even eliminating the ability to make a left hand turn would be one less thing to worry about.

hcfreedom1

I agree with this 100%..Destin should also stop U-turns at any intersection without a stop light. It is so dangerous and I have witnessed so many wrecks

with that occurring while people are trying to turn into their subdivision and or facility.

smitjol

I've seen many wrecks and survived too many close calls at that intersection. It is needed!!

Next Door Post

Kimberly Pieper Emerald Lakes

Thank you for sharing. This is definitely needed. I would ask that the planning of any of our turn lanes to please consider to 'offset' them. It seems extremely dangerous to me

Heather M. • Emerald Lakes

Thanks Bobby, I agree with Kim about the offset turn lanes. I think eliminating left/East turns out of Whole foods/Lowes on to 98 will help greatly!

Joe Young • Harbor Breeze

Much needed, I like the proposed change

Russell Fife • Spring Lake • 23h

Close the median. Force them to go through intersections east or west. I never try to head east at that intersection across 4 lanes. I only hang a left into Lowe's when I can see

Jean Weber • Spring Lake • 20h

Are they putting in another traffic light to stop traffic and allow turns. That makes no sense. There is a light at the exit by Bass Pro. If they are not

putting in a light it? no light. Just stopping the ability to turn left out to HWY 98. See the second photo for reference.

Quinton & Michele Van Graan •Eagles Landing•19h

Agreed, this is an awful intersection

Marilyn MacCollum •Waterford Kelly Plantation•19h

Destin needs more access roads that go all the way through (like streets) so cars don't have to go onto 98 just to get to the next store or plaza. Also- that big island at the

Victor Makela •Emerald Bay and Baywinds•19h

If I am understanding the diagram correctly it would prohibit anyone from coming all the way across and turning. I think that will help. In my experience most of the wrecks are

Wes Wyrick •Miramar Beach•17h

Another "hazard" on 98 after the additional lanes added (Okaloosa and Walton) is the watering of the new landscaping. This is creating multiple random single wet lanes

Linda Pleasants •Ellis•17h

That's where I had my wreck! Thank you

Brantley Cook •Emerald Bay and Baywinds•15h

Much needed and great idea.

Dody Griffih • Harbor Breeze • 14h

I believe the offset turn lanes will save lives!

Connie Rush • Miramar Beach • 13h

Good idea! It would be nice if there was a right turn lane at the Destin Commons Wells Fargo light. It would help traffic flow improve at a few busy intersection.

Patricia Clay • Regatta Bay • 6h

Turning lanes are needed. But, drivers need to understand how to use them correctly. Maybe they should go back to the old drivers hand book and RE-read rules of the road. This is

Ron Hardy • Heritage Run • 5h

why not make it a turn on green arrow only?

Dick Brooke • Regatta Bay • 1h

A good idea.

Sue Shiffer • Miramar Beach • 1h

Ok Bobby we need you here in Miramar Beach. With all the traffic & more coming onto 98 with all the new apartments & housing being built it is only going to get worse.

CeCe H. • Holiday Isle • 1h

 That's a terrible intersection!

Facebook Post

Marcie Bell • Destin Citizen Advocate

Thank you for sharing.

The real concern I see is there at the intersection along Commons Dr. into Fresh Market's parking lot.

Eddy Stone

Thank you for sharing. That is a very busy area and it will certainly help!

Mary Ray

Roundabouts!

Lori Koch

Yes!! This will help so much!!! 🍪🍪

David Ficklin

As a homeowner in The Villages of Crystal Beach, two blocks from this intersection, I quickly learned to use the stoplights for any westbound travel on ECP. Similarly when heading west on ECP and needing to turn south. The stoplights, annoying as they are, protect me from confused/crazy drivers. I always thought this break in the road was incredibly dangerous since it is so tempting to cross both directions of travel. And confusing too for our seasonal visitors! Here's the bottom line: I support this modification because if it saves one life, it will be worth every inconvenience it might cause some of us. Destin will be better off because of it. As always, Mr. Mayor, thank you for the opportunity to weigh in. 🤔

Warren Roofing LLC

Follow

Yes this area is so dangerous! Definitely needed.

Lee Padgett

I am at that intersection quite a bit and like the ability to turn left from Lowes/Whole Foods/Rooms To Go to eastbound 98 as a lot of times there is clear and easy transition. However, as there are two other close and easy options at traffic lights for that same turn, I think the change might be worth it. It would certainly cut down on confusion and close calls with those that do not pay as much attention to their driving.

Janet Marcus

FINALLY!!!! 🎉 I have seen so many horrific accidents there and sent several emails to the city about that intersection! It seemed to always be the people trying to turn left out of Lowe's and crossing 7-8 lanes of traffic!

Stacey Thomas Petrucci

Yes!!! Very needed!

Fred H Smith

Cross over traffic should be at the light.... Jersey Barrier this cross over and review for a year.... Traffic is running red lights already and the back up from the light is huge during peak tourism

Brie Trocquet

I concur with this path of modification.

Lisa Young

I have thought they should do this for a long time.

Gregg Dennis

Great idea. Lots of people try to shoot across from Lowe's and Whole Foods to go straight or turn left.

Tim Collins

A much needed safety addition!

Coastal Excellence Mobile Dent Repair

Follow

Yes!!! That is such a dangerous area! This is a great idea!

Cheryl Pond

Yes

Jason Jones

Yea it def needs a change. That's the most dangerous spot in Destin.

Tyler Buchanan

Visibility here is a nightmare, this is sorely needed!

Tara Lynn

The more left turns we remove, the better

Debra Cooper Stepp

I vote for a Roundabout as you will have more U turn traffic at the light, some won't go to the light from the parking lot. While you're asking, how about installing a couple more Right Turn only at Airport Road Signs starting at Hooter's to give traffic more time to merge as the wrecks on 98 by the Track are adding up!

Chris Ibbey

From someone who lives on Kel-Wen Cir. This is a huge YES!!! The amount of tourists and construction workers that try and cross all 4 lanes to get to the suicide lane is out of control.

Luis Salvin

I think this is great because I see lots of people pulling out of that and getting t boned. Specially during peak summer season.

Sandra Early

How about building an underground tunnel?

DH Hess

Candidly, I think the decorative leading edges on medians need to be removed all across Florida - and especially in Okaloosa county where we have so many tourists. It's already hard to see around cars in the opposing spot across the intersection, but when there's an unnecessary shoulder to

the median itself, it makes it even harder to safely see beyond the line of cars — even moreso when there's a bend in the road such as this particular location.

Cat Scratch

I also live on Kel Wen Circle and agree with this change.

Christopher Roberts

No thanks, don't make us that know how to drive, sit at the light.

Julie Eskew Liebetreu

I agree with modification. I have seen accidents there many times. Julie Liebetreu

Misty Payne

Absolutely!

Marybeth Szymanski

That is an accident ready to happen! Who designs this stuff???

Kyler McNabb

Destin has failed to handle traffic properly

Katya Lagutina

Yes, very needed - it will help so much!

DeeDee Ollis

We have them in Ohio too. They take some getting used to but really are safer.

Gail Peltó

Finally. Whew! Thanks Bobby!

Gail Galuppo

One thing to consider is that this will force more U-turns in the area which are a problem in themselves.

David Kendrick

Another thought is to only have the turn going towards Lowe's. The other turn makes it more dangerous as it blocks the vision of anyone turning towards Lowe's. One could just remove the turns completely and force drivers to use the lights. Or put a u-turn further down. However the current option is better than adding another light to 98.

Joni Williams

No exit, make it a one way street.

Gil Osterloh

100% agree. It's that or a light.

Kelly Taylor O'Shea

Ridiculously dangerous intersection. Seems like it could be eliminated altogether. Please modify

LeeAnn LeBleau Ledlow

Top contributor

I think it's good idea. The only other option is put in a light.

David Vaughan

Especially with the new hotel being built in front of Regatta. The light in front of Regatta and the commons will constantly be backed up.

Frank McKenzie

It's needed, it's scary watching drivers shoot across 4-6 very busy lanes....

Val Watson

Close the turning ability completely and force them to the crystal light.
Might need to reconfigure the north light lanes.

Tim Jordan

This is what we need all along 98 for turn arounds.

Ebby Bond Stratton

Yes please!! This area is nuts!

Tyler King ·

Solid 

Jared K. Berg

This definitely seems like a logical solution. As you stated, it would be beneficial to be implemented in a number of areas along 98. I always go to a traffic light, in lieu of turning left across traffic because it is so dangerous. Traffic cameras would also help mitigate a degree of traffic issues.

Joel Lavy

The light on Crystal Beach backs up traffic past this intersection then vehicles cross this intersection through mostly stopped traffic. Meaning the rightmost or turning lane of 98 West is still moving creating accidents. I think the proposed changes are nice but not the core issue with the intersection. Lights could be timed better than they are currently.

Bonnie Hall

I've never liked cars crossing 3/4 lanes of traffic. To dangerous. To many accidents. This needs to be done at many intersections along Highway 98. Not just in Destin but Miramar Beach and Santa Rosa Beach. There are entirely to many accidents.

Briane O'Dell

I've been doing a Michigan Left since I moved here 20 years ago.

<https://www.michigan.gov/.../road-users/michigan-lefts>

Kristina Previto

100% do this!!! Or close the center median and make no left turns. I have a bad wreck I witnessed there recoded on my car cam. The number of times I've almost been t boned coming home from work and the near missed I've seen weekly!!! It's an awful spot that needs to be fixed asap!!!!

Micah Thompson

Yes, no left turns out of that north parking lot is so obviously needed. Just now coming down that way from Miramar, a big black truck pulled out of there to turn left, literally blocking the left two lanes because the driver was too impatient to wait for the center median to even have a space to fit, and there was tons of traffic headed west with me, including a large dump truck that had to hit the brakes to keep from smashing said black truck, mind blowing.

Stephanie Roberson

Bobby Wagner, Mayor of Destin please look at having striping redone on the road between Verizon wireless and regions bank. Cars literally sit in the middle of this road waiting to go across to Home Depot. It gets terribly backed up. It should be two lanes.....one for turning right only and the other for going straight or turning left. Sorry this is not related to ur post

Sandy Thurston Rippee

Can we make this shareable ?

Brian K Sharp

How about paint some new arrows at the stop sign across from Home Depot next to regions crossing over commons dr? Many times I was in left lane going straight, and the car next to me thinks it is to go straight too. Right lane is turn only

Aron Jones

This will work great. I may add that adding these to the turn lane in front of the track turning onto airport where the lane turns from 3 lanes into 2 would keep traffic moving and also prevent wrecks from ppl leaving the track parking lot onto 98



Kim M McCain

Just came by there 10 minutes ago and yet another wreck! Hope this gets fixed soon.

Denise Marie Blay Fountain

Yes thanks for asking !

Taylor Waterfield

It's been a full year since we finished all the highway work on 98. Definitely need to start some more. Let's plan to start around the 20th of May, and make sure crews work strictly during the day, the closer to 5 pm the better. I think there's room for a light there and another by Pepitos.

Grady Gordon

They should have these everywhere since no one knows how to turn properly.

Bridgette Oeser

Please also take into account the NEW hotel that will be adding much more traffic to the area 🤖🤖

Joshua Andrew Cowser

Don't think cameras are gonna happen anytime soon unfortunately. But this interchange is definitely in need of an update. I bank here, and regularly use this interchange and sketchy is a kind way to describe the current status.

100% agree with the proposed directional median

Jason Stuntz

This is a nice solution and will hopefully prevent golf carts from crossing 98 there, as well. There needs to be more police/sheriff presence all around this area (Walmart east to Walton Co line). Far too many illegal golf cart operations in this area.

Jennifer Kay

✚ think this is a great idea and much needed!

Sandy Roberts Sharpe

Finally

Jessica Griswold

Yes I think this is a great idea. This is such a scary spot. Better than the way it is now.

LindaandScott Montgomery

Just Build an overpass through the whole city how hard is that?

Mike JL

How about a light!!!

Joshua Clark



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 4, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 6.I.

TO: City Council

THRU: Larry Jones , Interim City Manager

FROM: Kimberly Kopp, City Attorney

DATE: October 27, 2024

SUBJECT: 1) Destin Fishing Fleet, Inc. v. City of Destin, 2019 CA 002599 (Okaloosa County, Florida) - Approval for Costs

I. BACKGROUND: In Okaloosa County Circuit Court Case number 2019 CA 002599, the Destin Fishing Fleet, Inc. sued the City, alleging the City violated the Sunshine Law by approving a settlement agreement with co-defendants Dewey Destin's Harborside, LLC and 200 Harbor LLC, in violation of the Sunshine Law's terms, notwithstanding that the settlement agreement was approved in public. The trial court granted the City's motion to dismiss the original Complaint and then again granted the City's motion to dismiss the First Amended Complaint and partially granted the City's motion to dismiss the Second Amended Complaint. The City has filed a Motion for Summary Judgment for those portions of the Second Amended Complaint that remain pending. The hearing set on the City's Motion for Summary Judgment on January 14th, and the parties are scheduled to globally mediate this and the Bert Harris case filed by the Fleet on January 28, 2025. If the case survives motion for summary judgment and all other motions that may be filed, and if the case is not resolved at the mediation, the case is currently set for trial on May 19, 2025.

II. DISCUSSION: The City has a \$100,000 diminishing insurance policy covering legal fees and costs associated with this claim. As of the date of this report, fees and costs incurred on this case paid by the City's insurance carrier are \$91,810.89. Given discovery scheduled to take place, the policy is likely to be exhausted by the end of November. The Warner Law Firm has represented the City as primary counsel in this litigation and is willing to represent the City directly once the policy is exhausted. The attached letter of engagement secures the Warner Lawfirm's direct representation of the City at a steeply discounted cost of \$180 per hour for partner time, \$145 per hour for attorney time, and \$85 per hour for paralegal time.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): The FY 2025 adopted budget includes \$141,900 for miscellaneous litigation legal services. Staff propose encumbering \$50,000 for Warner Law Firm.

	0151430-531005 Misc
	Legal Representation
FY 25 Adopted Budget*	141,900
Revised Budget	-
Previous Expenses/Encumbrances	-
Available Program Budget	141,900
Potential Agreement +(-)	(50,000)
FY 25 Remaining Program Budget	\$ 91,900

C. Level of Service (LOS):**D. Legislative Sponsor:**

III. CONCLUSION: Entering into the attached letter of engagement with the Warner Law Firm will ensure the City's seamless representation in this matter.

IV. RECOMMENDED MOTION: I move to approve the attached engagement letter with the Warner Law Firm.

Attachments:

1. Engagement Letter - Warner Lawfirm
- City of Destin - DFF Dec Action and
Sunshine Law case

WARNER LAW FIRM, P.A.

TIMOTHY M. WARNER*
WILLIAM G. WARNER
ALYSSA M. YARBROUGH
JENNIFER A. HAWKINS
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* ALSO ADMITTED IN LOUISIANA

** ALSO ADMITTED IN TEXAS

October 28, 2024

Larry Jones
Acting City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Dear Mr. Jones:

It is our understanding that the City of Destin, Florida would like to engage Warner Law Firm, P.A., hereinafter referred to as "the firm," to advise and represent the City of Destin, hereinafter "City," with respect to the matter of Destin Fishing Fleet v. City of Destin, BI, Inc., Dewey Destin's Harborside, LLC, and 200 Harbor Blvd., LLC, Case No. 2019-CA-2599, pending in the Circuit Court for the First Judicial Circuit of Florida, in and for Okaloosa County. This letter will confirm the terms our engagement.

It is acknowledged that the firm's client is the City, and no other person or entity. The scope of the firm's representation of the City includes: preparing and filing appropriate responses to Plaintiffs' Complaint, investigating, conducting discovery in accord with the Florida Rules of Civil Procedure, preparing and arguing pretrial motions, conducting settlement negotiations, attending mediation, preparing for trial, trial, and appeal, if necessary.

The firm's fee will be based upon an hourly rate of \$180.00 for partner time, \$145.00 for attorney time, and \$85.00 for paralegal time. The City will be billed on a monthly basis by itemized statement of services rendered and expenses charged, with payment being due upon receipt.

In addition to attorney's fees, the firm shall be reimbursed for expenses, including travel, court reporter's fees, process server's fees, copy costs, and any other out-of-pocket expense incurred by the firm in its representation under this agreement.

The City shall pay any residual balances for work performed by the firm between the date of exhaustion of coverage by the City's insurer, Preferred Governmental Insurance Trust, and the date of acceptance of this engagement.

During the course of our engagement, the firm will use its best efforts on the City's behalf. Please be reminded, however, that the firm cannot guarantee favorable results in this matter.

It is understood that the firm will not settle or compromise this matter without the City's consent.

The City understands that it has certain obligations in connection with this case, including an obligation of complete honesty and full disclosure of any and all facts surrounding this matter, and further understands that it must cooperate with the firm's personnel during the representation.

Failure of either party to abide by the terms of this engagement shall be the basis for termination of the parties' relationship hereunder, including withdrawal of counsel from the representation. The firm further agrees to abide by the terms of the Chapter 119, Florida Statutes, specifically described in Exhibit "A" attached hereto.

If you understand and approve the terms of this engagement as outlined in this letter, please sign where indicated below and return the executed original to my office.

We appreciate your consideration and look forward to working with you in this matter.

Sincerely,

WARNER LAW FIRM, P. A.

s/WILLIAM G. WARNER

William G. Warner

Agreed, on the date set forth below:

Larry Jones, Acting City Manager
City of Destin
Dated _____

Exhibit "A"

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE FIRM WILL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, (EMAIL), CITY OF DESTIN, CITY CLERK'S OFFICE, 4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541. (CS/HB 273)

(g). The firm must comply with the public records laws, Chapter 119, F.S.; specifically the firm must:

- i. Keep and maintain public records required by the City to perform the service.
- ii. 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.
- iii. 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 Counsel does not transfer the records to the City.
- iv.. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Counsel or keep and maintain public records required by the City to perform the service. If the firm transfers all public records to the public agency upon completion of the contract, the firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the firm keeps and maintains public records upon completion of the contract, the firm 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.