

DESTIN CITY COUNCIL MEETING
APRIL 7, 2025
ANNEX COUNCIL CHAMBERS
6:00 PM

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

CALL TO ORDER

*** INVOCATION**

PLEDGE OF ALLEGIANCE

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

- 1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
 - A. Lindsay Slautterback from Kimley-Horn
 - B. Arbor Day Celebration Proclamation
- 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. Authorization to Purchase - Tractor, Mowers, and Aerifier Attachment for Grounds/Field Maintenance - Renewal-Replacement
 - B. Resolution 25-08 for SUN Trail at Crosstown Grant Agreement
 - C. RFP# 25-05-PW, Disaster Debris Management, Authorization to Advertise
 - D. SUB-001448-2024 – Destin Cross Town Connector – Final Plat Approval
 - E. Reimbursement to Councilmember Jim Bagby for expenses related to attendance at the Florida League of Cities Leadership Course from March 6-8, 2025, in Kissimmee, Florida.
 - F. 600 Magnolia Drive, Residential Marine Construction, HWB-001529-2025
 - G. 84 Indian Bayou Dr, Residential Marine Construction, HWB-001554-2025
 - H. Approval of minutes of February 18, 2025 Regular City Council Meeting
 - I. Approval of minutes of March 3, 2025 Regular City Council Meeting
 - J. Approval of minutes of March 17, 2025 Council Executive Session
- 4. CITY MANAGER REPORTS Announcements**
 - A. SRS Master Plan - Final Discussion
 - B. STR Compliance Solutions RFP
 - C. Shores at Crystal Beach Park Concept Review
 - D. RFB 25-02-REC, Pickleball Project Bid
 - E. Discussion Concerning Minor Development Order for Improvements to the Existing Captain Royal Melvin Park

- F. Purchasing Resolution 22-10 Discussion
- G. Draft Minutes of Standing Committees and Boards - **Informational Only**
- H. Announcements

5. PUBLIC HEARINGS

- A. Second Reading Ordinance 24-05-CN - Abandonment of a segment of environmental preservation area in Pine Ridge Trace Subdivision.
- B. Second Reading Ordinance 24-16-CN - Abandonment of the Environmental Preservation area in Pine Ridge Trace Subdivision
- C. First Reading Ordinance 25-01-LC- Amending Article 20 "Building Regulations" of the Land Development Code relating to contractor insurance and contractor revocations. Removing Section 20.08.00 "Contractors" from the Land Development Code.
- D. First Reading Ordinance 25-02-CC – Amending Chapter 13 of the Code of Ordinances "License, Permits, and Miscellaneous" to address contractor insurance and contractor revocations.
- E. First reading of Ordinance 25-09-LC - Amending Section 7.16.00 *Alcoholic Beverage Dispensing* of the Land Development Code; Creating an exception to the separation requirement from churches for certain tax-exempt organizations that specifically benefit veterans of the U.S. Armed Forces.

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

- A. Councilmember Braden
- B. Councilmember Trammell
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
 - 1) Dogs allowed on the beach - Discussion
- F. Councilmember Geile
 - 1) Projects Status/Updates
- G. Councilmember Schmidt
 - 1) Ordinance 05-04-LC - Mobile Vending
 - 2) Visioning/Strategic Summary
- H. Mayor Wagner
 - 1) Request for Micro Transit RFP for Beach Communities
 - 2) FDOT HWY 98 Redesign Letter of Support
- I. City Attorney

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

8. ADJOURN

****** Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council, or the City staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of***

Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.

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

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 7, 2025

TYPE OF AGENDA ITEM: Presentation

AGENDA OUTLINE NUMBER: 1.A.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Lindsay Slautterback from Kimley-Horn

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. Kimley-Horn City of
Destin Smart Regions
- US 98 Stahlman
KHA



SMART REGIONS PLAN
AN ECRC 2.0 INITIATIVE

ECRC'S SMART REGIONS PLAN



The Smart Regions Plan

Introduction

The Emerald Coast Regional Council's (ECRC) vision is to leverage smart technologies to enhance the quality of life of residents and visitors.

1.1 Growth on the Emerald Coast

The Emerald Coast's population is expected to grow by 24% by the year 2050 as summarized in Table 1. This population growth will place a demand on infrastructure that cannot be met through construction funding alone. Leveraging smart technologies will allow federal, state, and local governments to maximize the benefits provided through public services to save lives, improve mobility, and enhance the quality of life for all residents.

TABLE 1: POPULATION FORECASTS

TPO	County	2022 Population	2050 Medium Growth Scenario	Change	Percent Change
Bay	Bay	184,002	219,400	35,395	19%
	Escambia	329,583	376,700	47,117	14%
Florida-Alabama	Santa Rosa	196,834	278,000	81,166	41%
	Subtotal	710,419	874,100	163,681	23%
Okaloosa-Walton	Okaloosa	215,751	262,200	46,449	22%
	Walton	79,544	124,800	45,256	57%
	Subtotal	295,295	387,000	91,705	31%
Adjacent Counties	Holmes	19,784	20,300	516	3%
	Washington	25,461	28,300	2,839	11%
	Subtotal	45,242	48,600	3,358	7%
Total		1,234,958	1,529,100	294,142	24%

Source: Florida Estimates of Population, 2022, Bureau of Economic and Business Research at the University of Florida, Released 8/10/24.

The Florida-Alabama, Okaloosa-Walton and Bay County TPOs boundaries do not include the entire counties in their boundaries. This plan includes the rural areas and adjacent counties to address regional safety needs and includes specific strategies for rural areas.

1.2 Purpose

To meet these needs, the ECRC's vision is to leverage smart technologies to enhance the quality of life of residents and visitors. This report's purpose is to outline a roadmap for the deployment of smart region technologies and to identify a set of strategies and tactics to be implemented.

1.3 What is a Smart Region?

A Smart Region integrates and coordinates smart cities by using digital technologies to improve the lives of its citizens, businesses, and sustainability. Smart cities use sensors, video cameras, and other inputs to collect data and provide feedback to citizens and city operators. This feedback helps citizens and operators make informed decisions and improve the quality of life. Technologies to collect data—including real-time data—are central to smart city initiatives and the benefits they promise. Data-driven insights will help local governments improve urban planning and the deployment of city services to enhance safety, mobility, economic growth, and access to under resourced communities, resilient infrastructure, and energy efficiency.

1.4 The Emerald Coast 7-Layer Cake

The Emerald Coast Regional Council (ECRC) has launched a series of interrelated plans to modernize the region's transportation system, likened to a 7-layer cake. Each layer of this initiative incorporates strategies and projects designed to enhance the system's safety, intelligence, and efficiency, ultimately benefiting the surrounding communities. The layers of the cake and their correlating plans are shown in Figure 1 below.

FIGURE 1: ECRC 7-LAYER CAKE INITIATIVE



Vision

Leverage smart technologies to enhance the quality of life of residents and visitors

Purpose

Outline a roadmap for deployment of smart region technologies

Goals

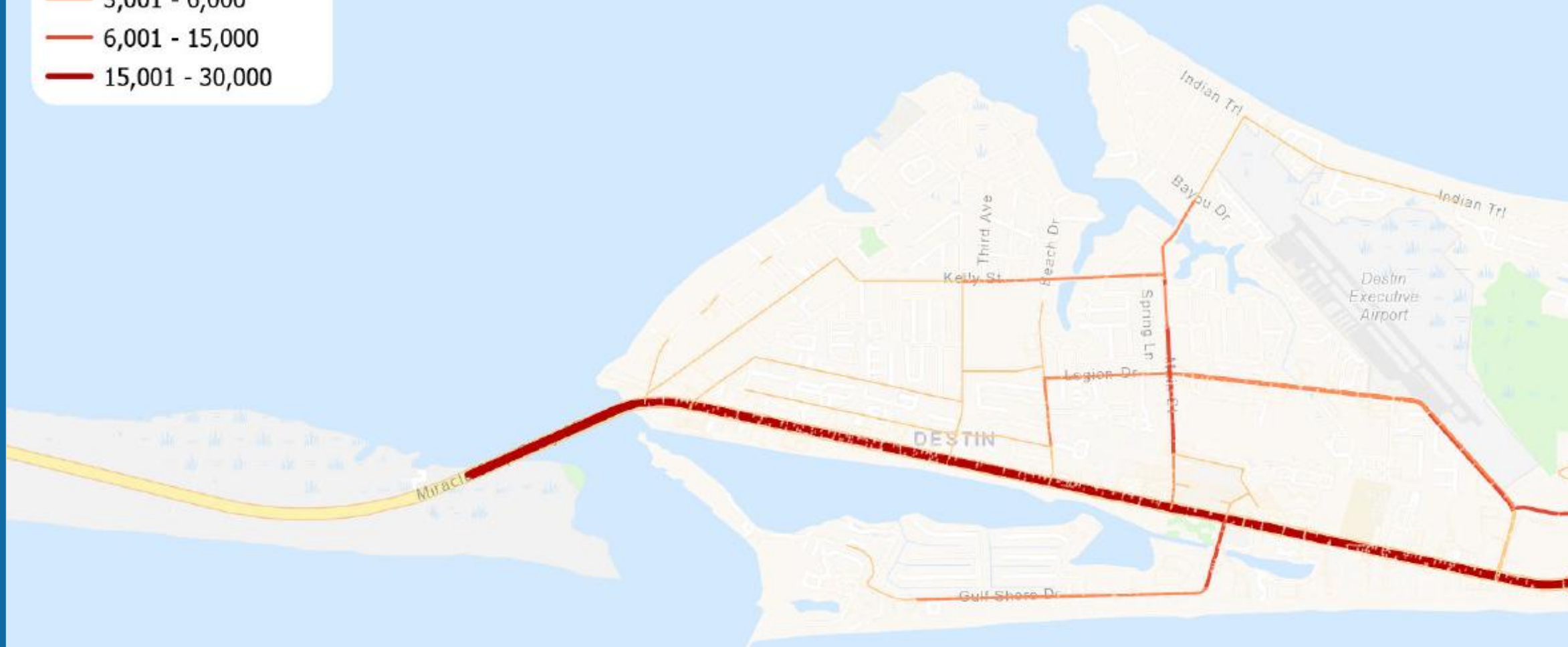
- **Safer Mobility**
- **Reduce Congestion**
- **Economic Growth**
- **Economic Opportunity**
- **More Resilient Infrastructure**
- **Energy Efficiency**
- **Government Efficiency**

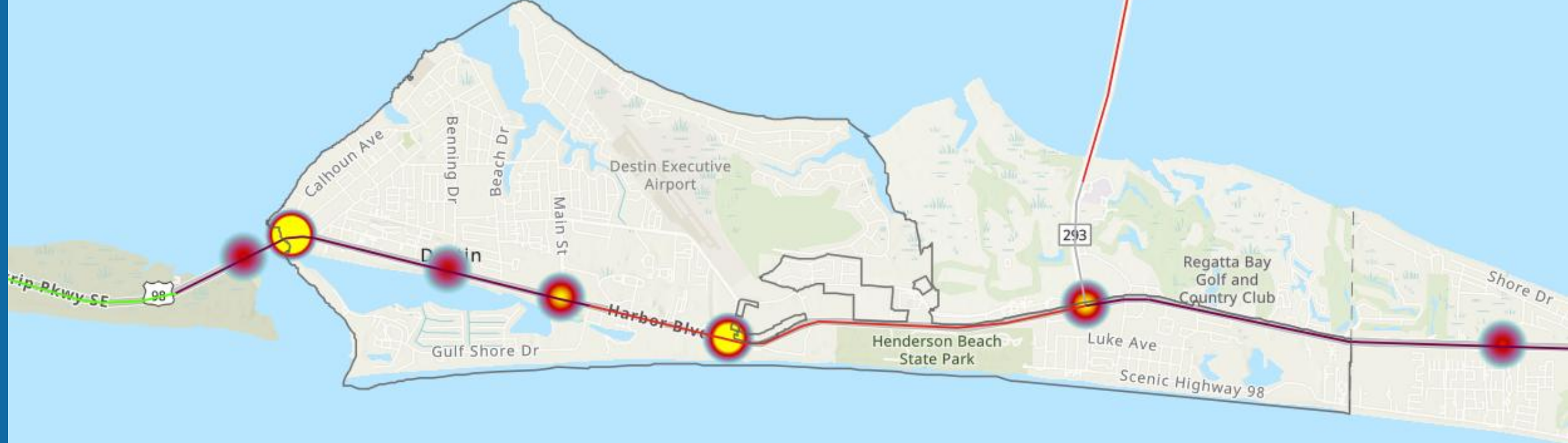


AADT 2024

- 0 - 1,000
- 1,001 - 3,000
- 3,001 - 6,000
- 6,001 - 15,000
- 15,001 - 30,000

Annual Average Daily Traffic (AADT) in City of Destin





Percentage of Max Service Volume

- > 110 - 303
- > 95 - 110
- > 85 - 95
- > 75 - 85
- > 50 - 75
- 0 - 50

Region-Wide Bottlenecks

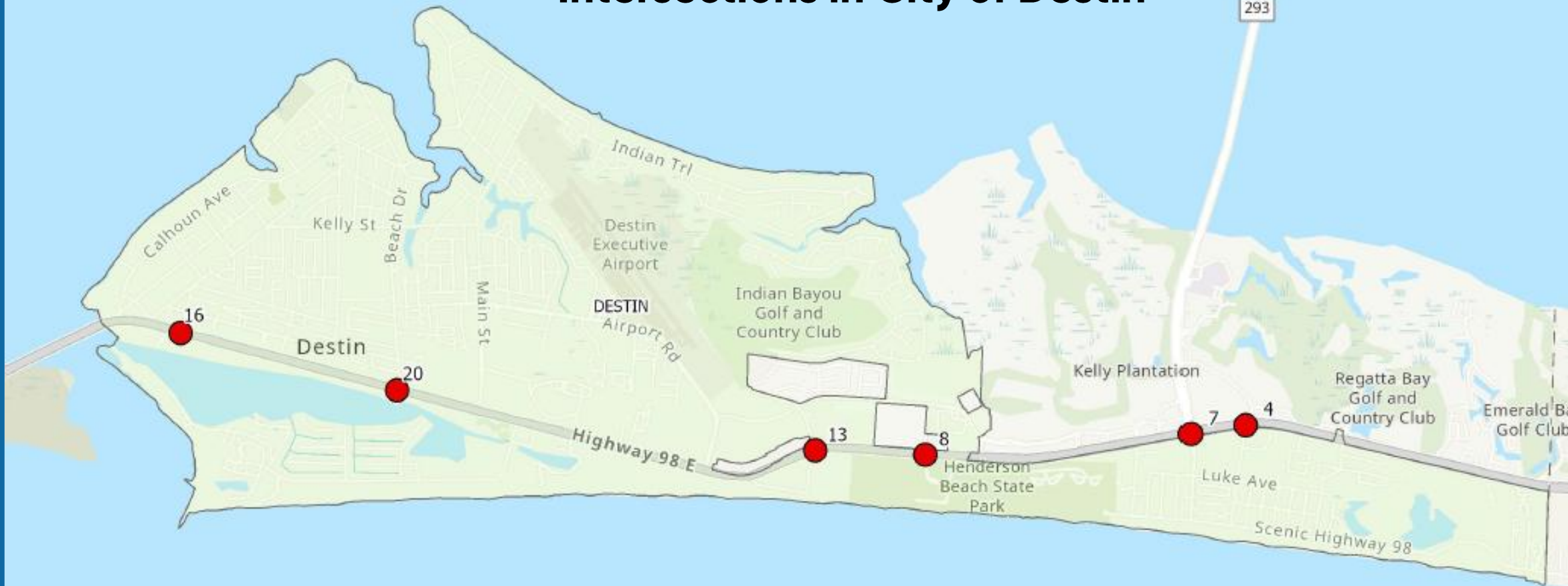


Bottlenecks in City of Destin

Legend

● SS4A Priority Intersection

Safe Streets for All (SS4A) Priority Intersections in City of Destin



Bicyclist and Pedestrian



Pedestrian Hybrid Beacons



In-Pavement Lights

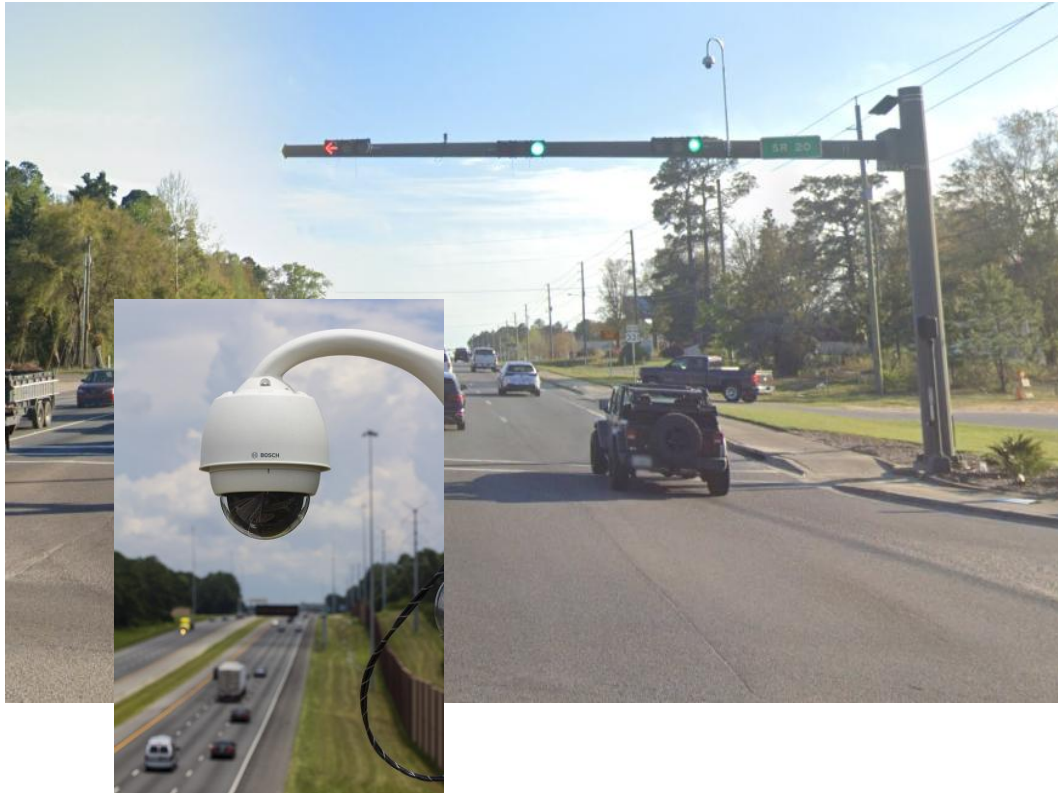


Passive Detection



Bicycle Detection

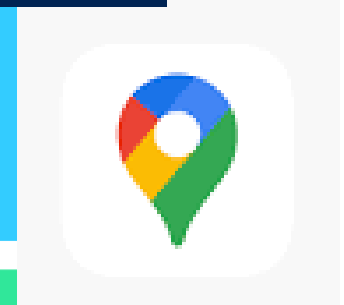
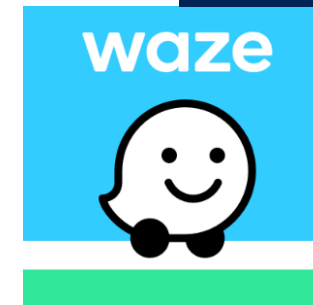
Active Traffic Management



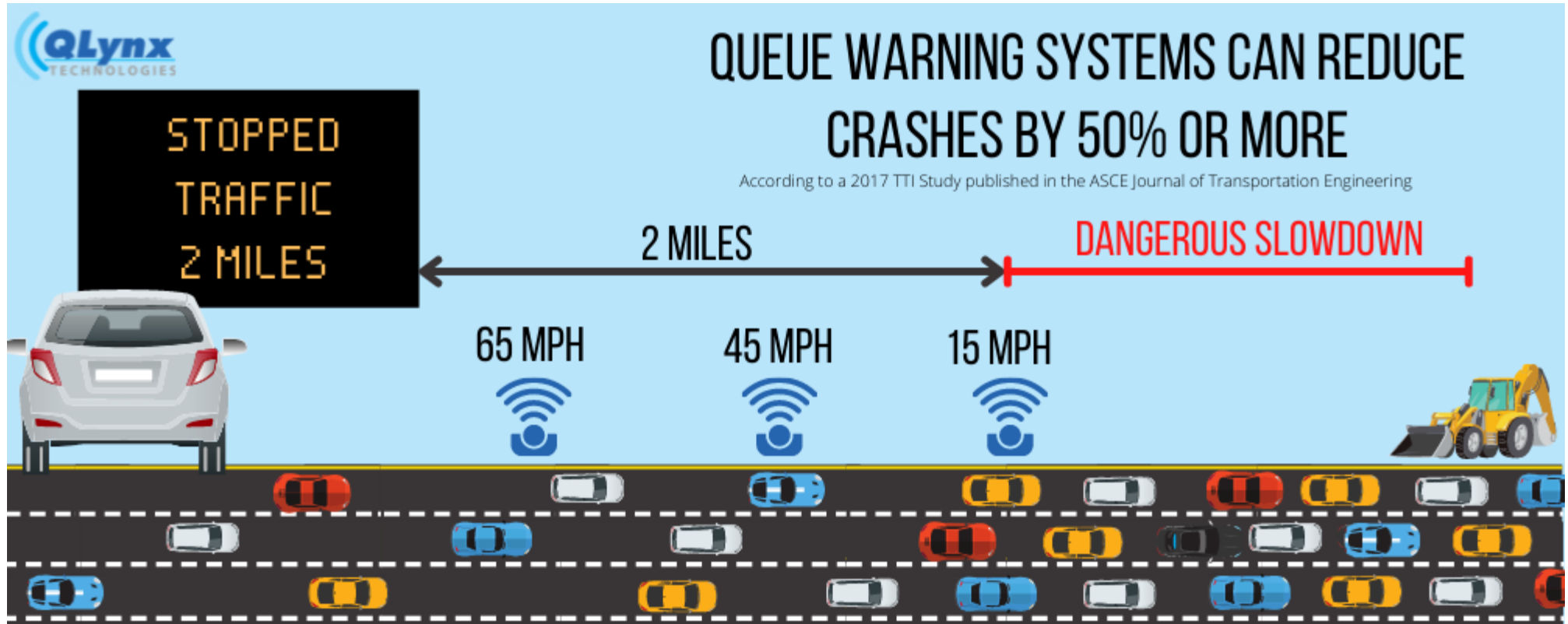
Advanced Traveler Information Systems



Source: How-to-Geek

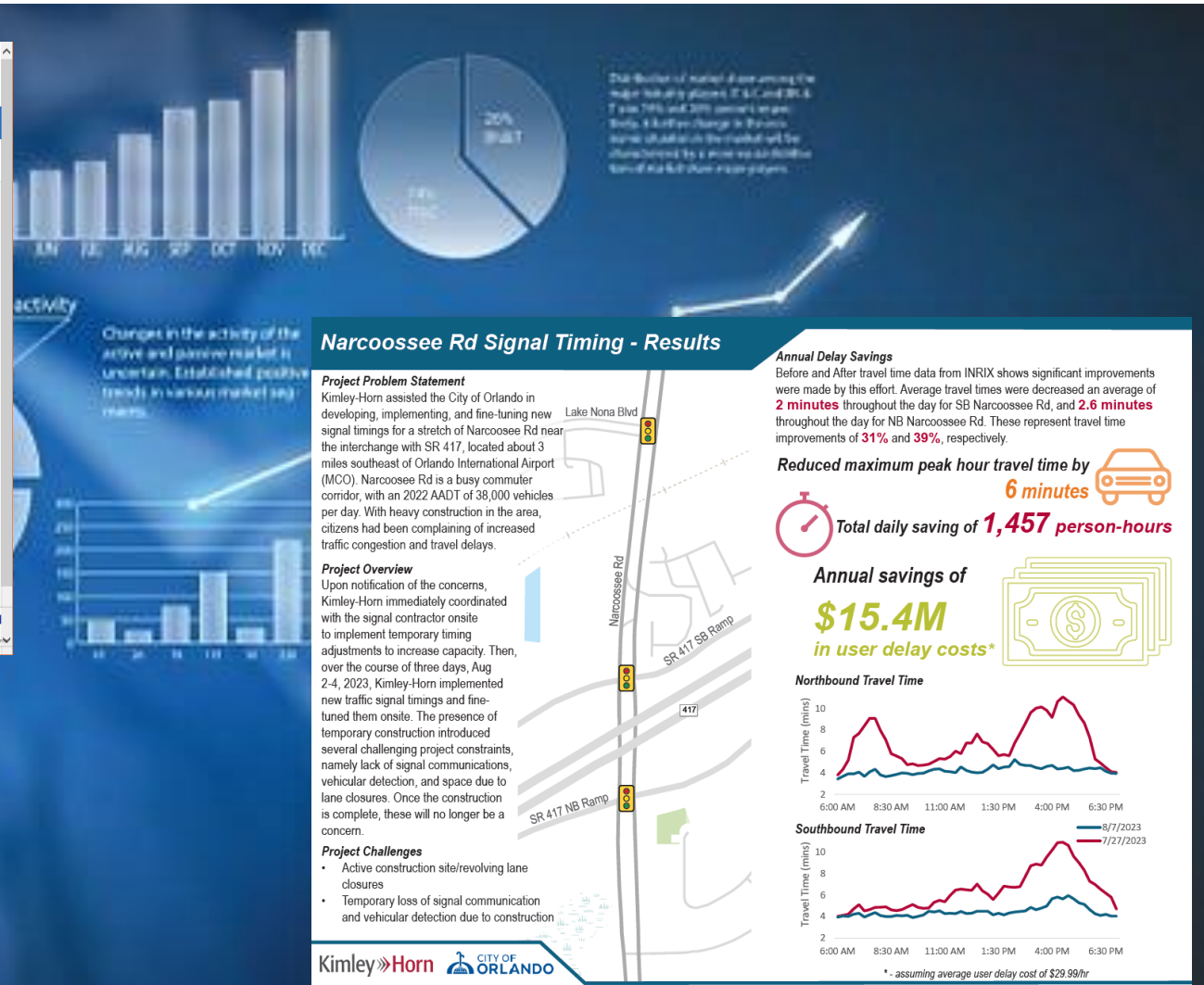
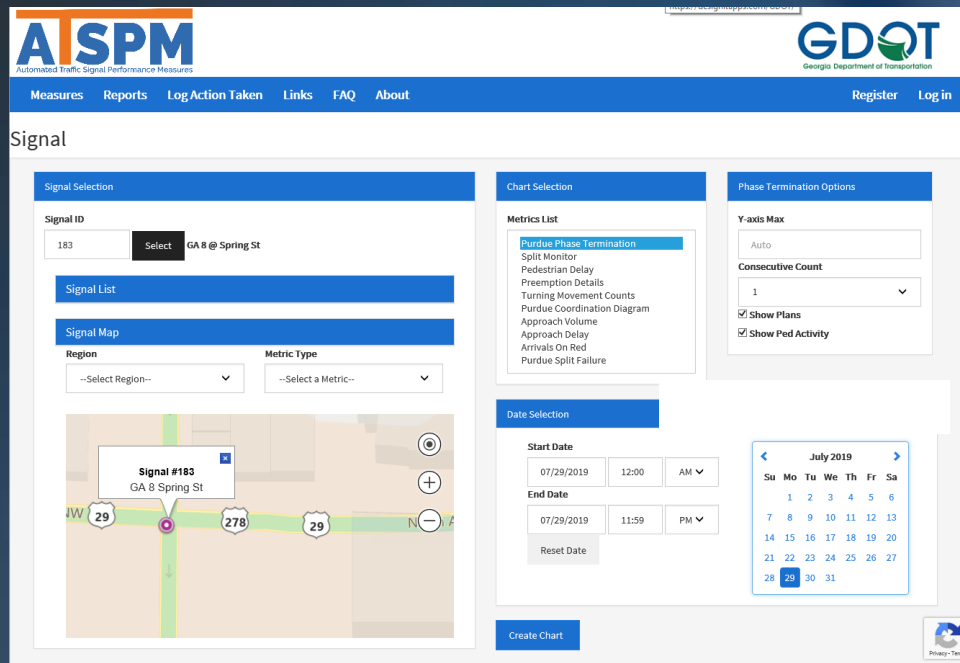


Queue Warning System



Source: Qlynx Technologies

Data Analytics

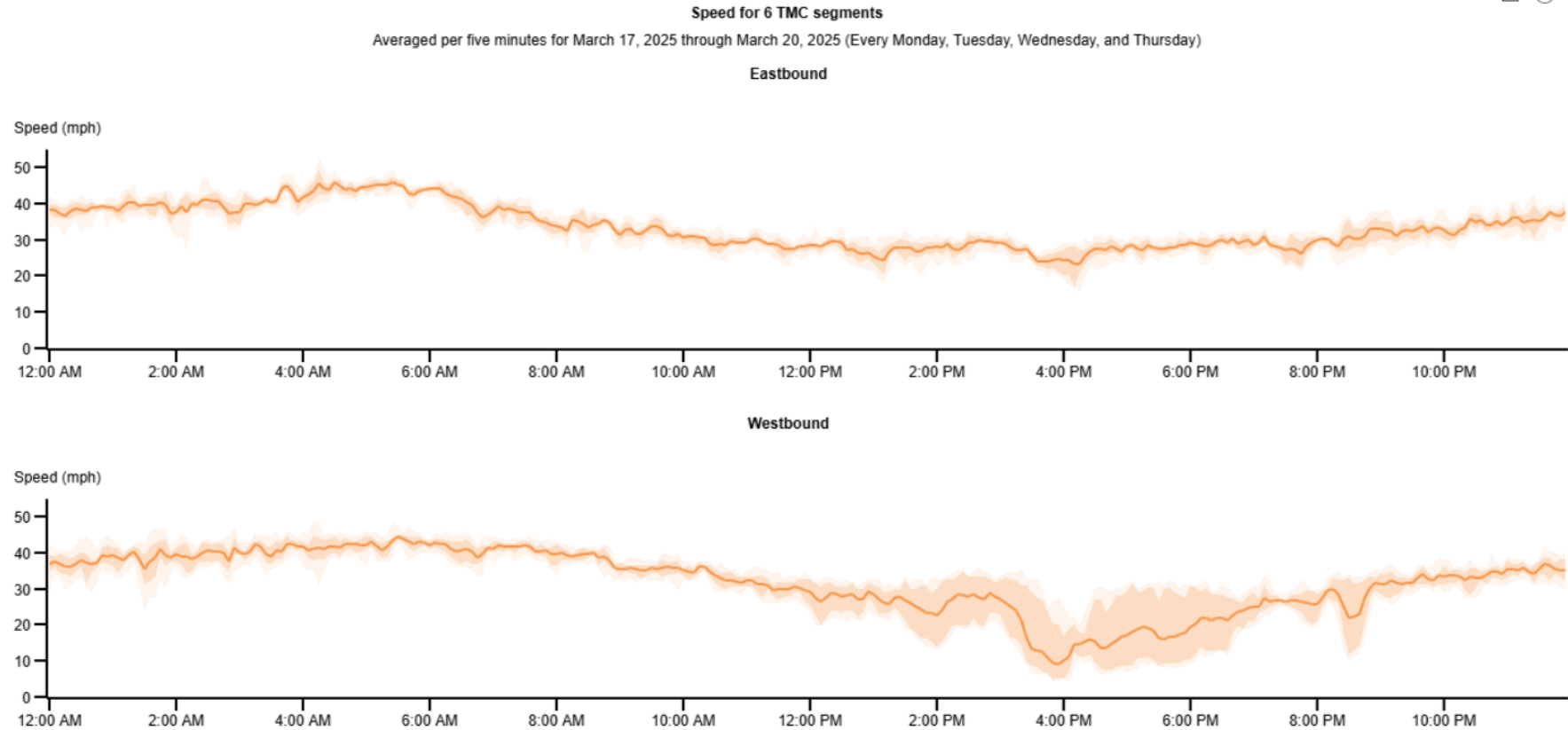


US-98 at Stahlman Avenue



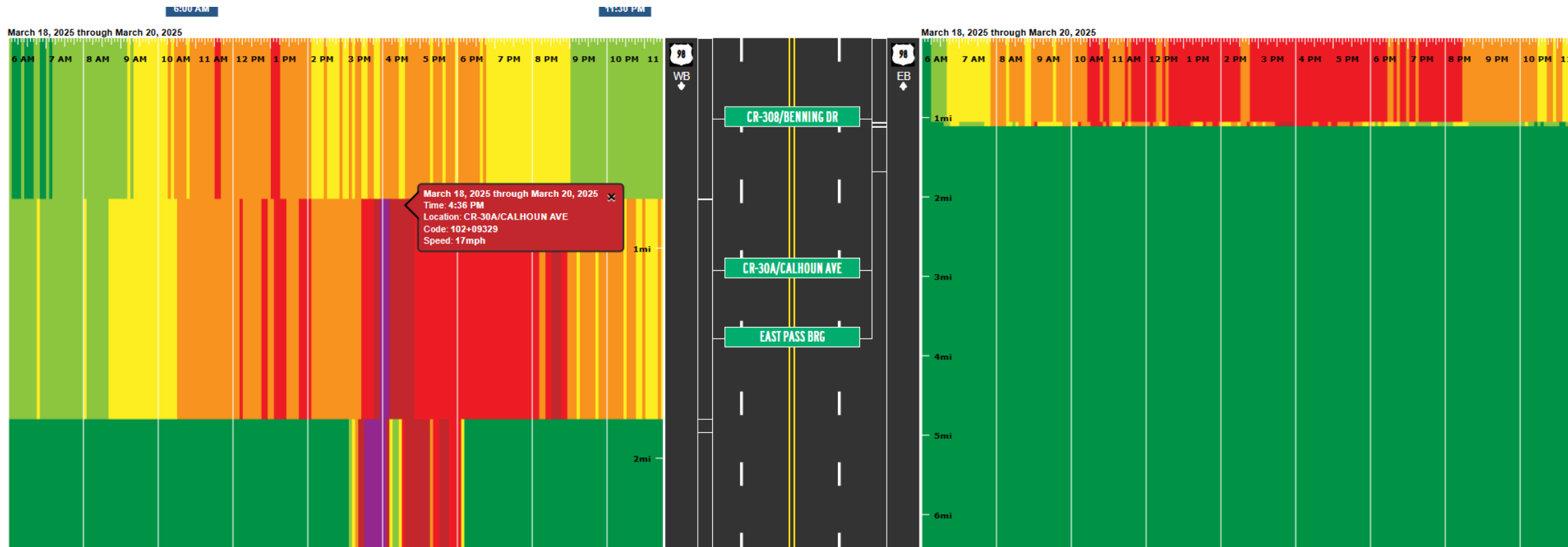
Existing Conditions

Weekday Travel Time Data: March 17-19



Existing Conditions

Weekday Travel Time Data: March 17-19

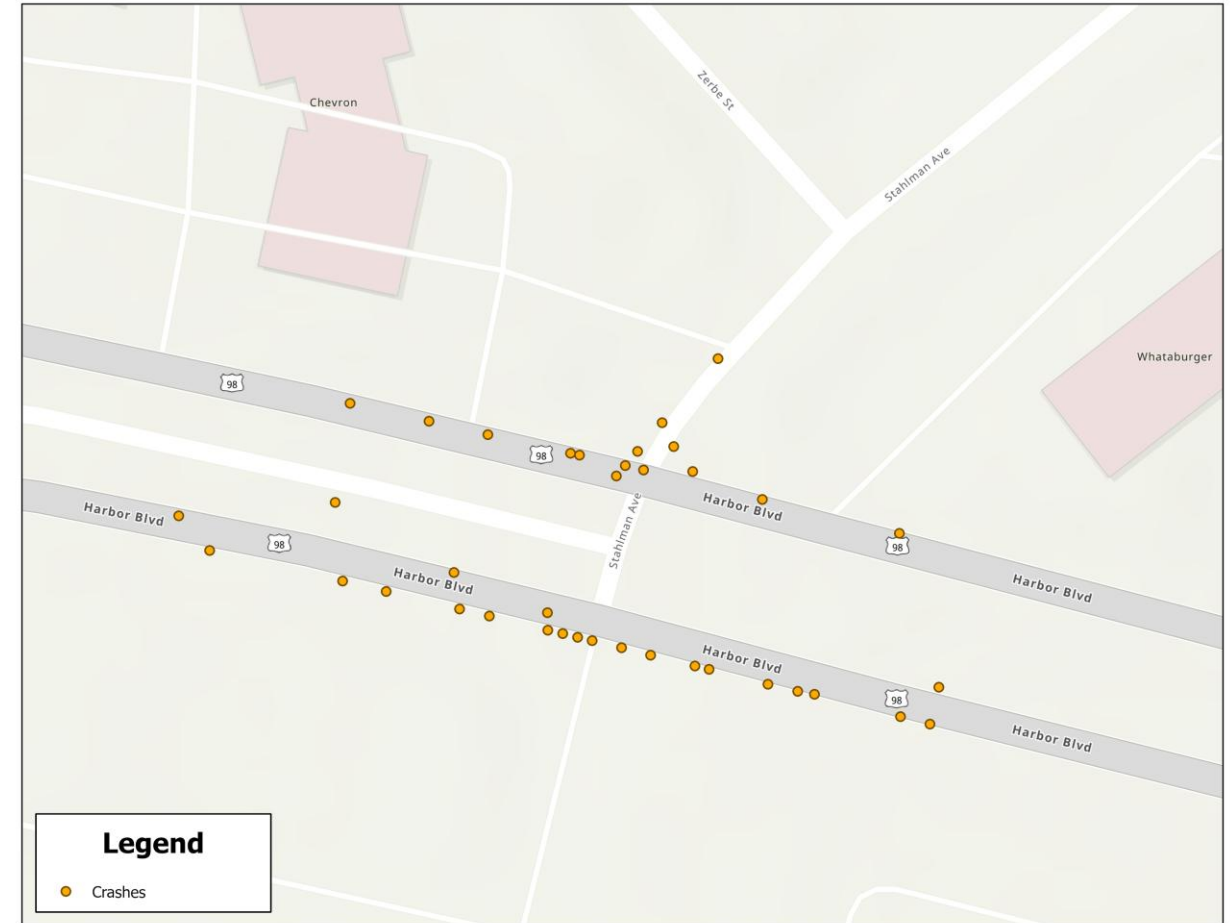
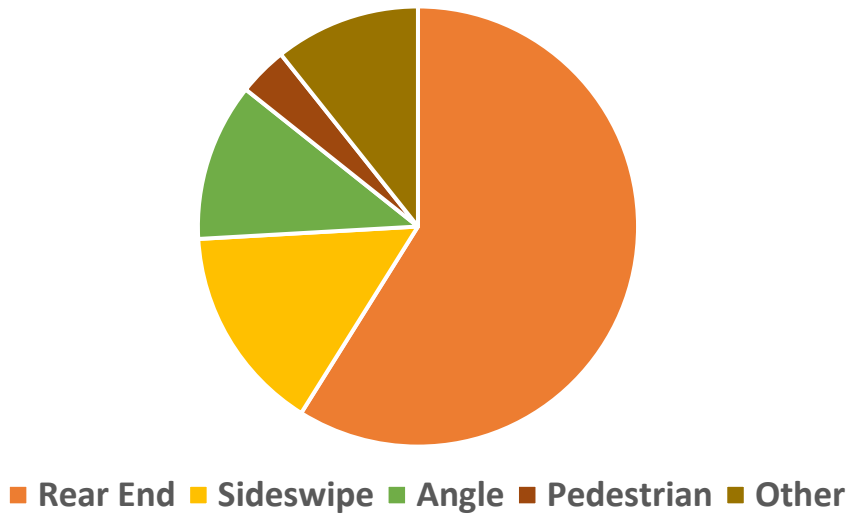


Existing Conditions

Crash Data (2019-2024)

- 112 total crashes
- 65% in daylight
- 90% in dry conditions

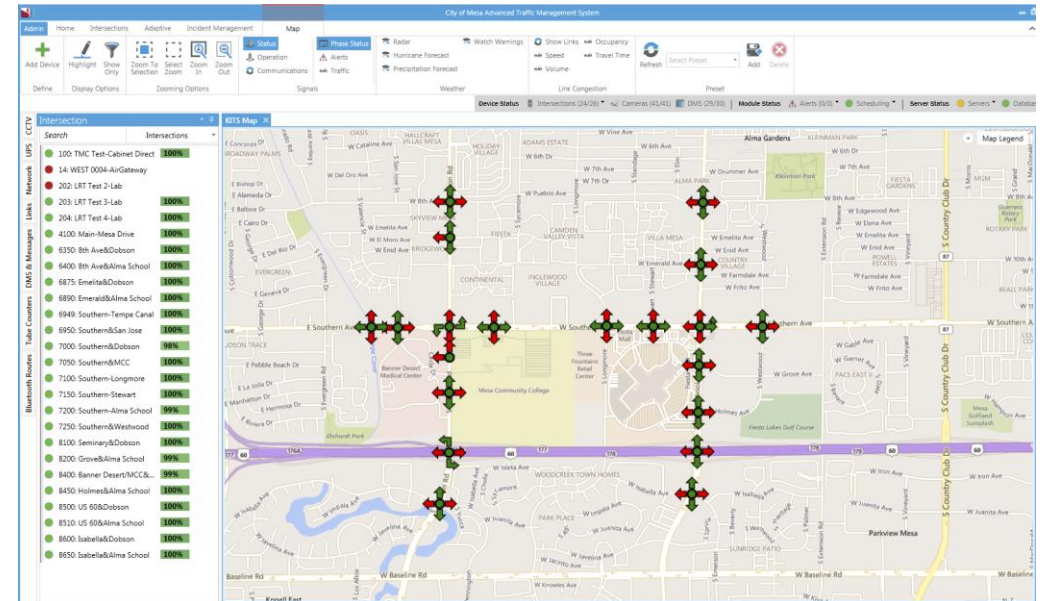
Crash Type



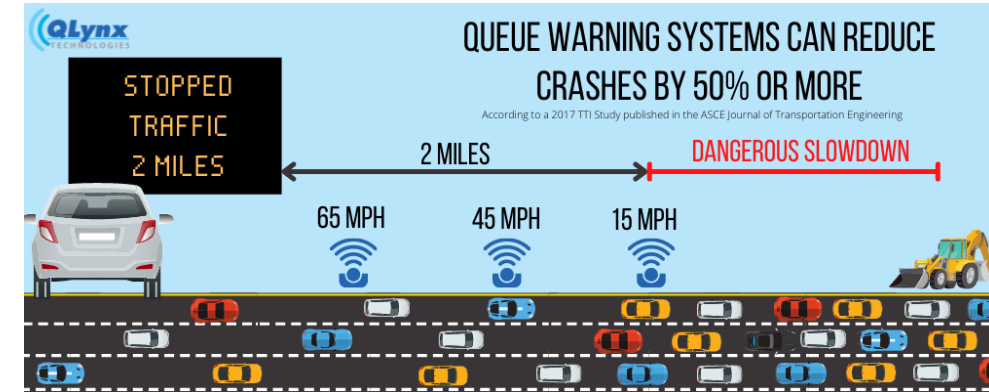
Potential Strategies - Traffic Signal Timing



Potential Strategies – Traffic Responsive Traffic Signals



Potential Strategies Additional Strategies



ATSPM
Automated Traffic Signal Performance Measures

Measures Reports Log Action Taken Links FAQ About Register Log in

Signal

Signal Selection

Signal ID: 183 Select GA 8 @ Spring St

Signal List

Signal Map

Region: --Select Region-- Metric Type: --Select a Metric--

Signal #183
GA 8 Spring St

Chart Selection

Metrics List

- Purdue Phase Termination
- Split Monitor
- Pedestrian Delay
- Preemption Details
- Turning Movement Counts
- Purdue Coordination Diagram
- Approach Volume
- Approach Delay
- Arrivals On Red
- Purdue Split Failure

Phase Termination Options

Y-axis Max: Auto

Consecutive Count: 1

☒ Show Plans

☒ Show Ped Activity

Date Selection

Start Date: 07/29/2019 12:00 AM

End Date: 07/29/2019 11:59 PM

Reset Date

July 2019

Su Mo Tu We Th Fr Sa

1 2 3 4 5 6

7 8 9 10 11 12 13

14 15 16 17 18 19 20

21 22 23 24 25 26 27

28 29 30 31

Create Chart



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 7, 2025

TYPE OF AGENDA ITEM: Presentation

AGENDA OUTLINE NUMBER: 1.B.

TO: City Council

THRU: Larry Jones , City Manager

FROM: Lisa Firth, Parks & Rec Director

DATE: 3-31-25

SUBJECT: Arbor Day Celebration Proclamation

I. BACKGROUND: This year is our 23rd year as a Tree City USA program participant.

II. DISCUSSION: Proclamation

A. Link to Strategic Goals / Objectives: Strategic Goal #6: A green and sustainable environment

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. Proclamation (redone)



City of Destin

Proclamation

DESTIN ARBOR DAY

WHEREAS, in 1872, J. Sterling Morton passionately proposed the planting of trees as an act of stewardship, leading to the establishment of Arbor Day—a legacy celebrated now throughout our nation and around the world; and

WHEREAS, Arbor Day's inaugural celebration inspired the planting of more than a million trees, igniting a global movement that continues to grow, transforming our environment and communities; and

WHEREAS, trees are vital guardians of our environment, reducing soil erosion, moderating temperatures, cleansing the air we breathe, and producing life-giving oxygen. They provide essential habitats for countless wildlife species, supporting biodiversity and ecological balance; and

WHEREAS, trees in Destin significantly enhance our quality of life by increasing property values, strengthening the economic vitality of our commercial areas, and beautifying our neighborhoods. They offer shade, tranquility, and a connection to nature that rejuvenates our spirits and uplifts our community; and

WHEREAS, while palm trees are iconic and decorative for our coastal community, they are botanically classified as grasses and provide limited environmental benefits, such as reduced shade, minimal oxygen production, and limited habitat value compared to true tree species;

WHEREAS, our commitment to planting and preserving true trees today will ensure a healthier, more sustainable Destin for generations to come, creating a legacy of environmental stewardship and community pride;

NOW, THEREFORE, I, Bobby Wagner, Mayor of the City of Destin, on behalf of the Destin City Council, passionately proclaim April 25, 2025, as ARBOR DAY IN DESTIN, FLORIDA

SO DONE THIS 7th DAY OF APRIL 2025

By:

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 7, 2025**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.A.**TO:** City Council**THRU:** Larry Jones , City Manager
Kimberly Kopp, City Attorney**FROM:** Michael Burgess, Public Works Director
Krystal Strickland, Finance Director
Lisa Firth, Parks & Rec Director**DATE:** 03/31/2025**SUBJECT:** Authorization to Purchase - Tractor, Mowers, and Aerifier Attachment for
Grounds/Field Maintenance - Renewal-Replacement

I. BACKGROUND: The City of Destin Parks and Recreation Department requires additional equipment to support its maintenance and operational needs across the city's parks and recreational facilities. To ensure efficient upkeep and service delivery, the department has identified the need to purchase a Toro Grandstand Mower (replacing a 2019 z-turn mower), two 4000 series mowers (replacing two 2021 z-turn mowers), Toro ProCore 864 Aerator (replacing an existing aerator attachment), and a Kubota MX5400HST 4WD Tractor (replacing a existing tractor that was purchased in 2000). These purchases will provide the department with the necessary tools to maintain high-quality public spaces, support routine landscaping, and enhance overall park maintenance efforts.

These purchases are consistent with the City's Renewal and Replacement Program. Those items to be replaced will be sold at auction once the new equipment has been delivered.

II. DISCUSSION: The equipment selected will directly support the City of Destin Parks and Recreation Department in maintaining green spaces, sports fields, and public parks.

- The Toro Grandstand Mower and Toro Z Master Mowers will significantly improve mowing efficiency, ensuring that park landscapes are maintained in optimal condition.
- The Toro ProCore 864 Aerator will enhance soil aeration, promoting healthy turf across sports fields and park grounds.
- The Kubota MX5400HST 4WD Tractor will serve as a versatile tool for landscaping,

material transport, and other heavy-duty maintenance tasks.

Each of these pieces of equipment has been selected to enhance the department's ability to meet service demands effectively. The purchase will be funded within the department's budget and aligns with the city's ongoing commitment to maintaining a high level of service in public spaces.

The proposed purchases, with funding approved in the FY25 budget, Project RR572, will be made through OMNIA Partners Participant Contract 2017025, ensuring competitive pricing and compliance with procurement policies. The quotes for this equipment are attached.

- Toro 48" Grandstand + Toro 48" Z-Turn + Toro 60" Z-turn + Set-Up/Delivery

Total - \$37,970.83, *OMNIA Cooperative Purchasing Contract*

- Kubota MX5400HST Tractor + Set-Up/Delivery

Total - \$38,963.31, *Sourcewell Cooperative Purchasing Contract*

- Toro ProCore 864 aerifier + Set-Up/Delivery

Total - \$41,242.00, *OMNIA Cooperative Purchasing Contract*

Total of All Equipment - \$118,176.14

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

II. Enhanced Quality of Life and Safety for Families

IV. Effective, Efficient, and Aestheticall Pleasing Infrastructure

B. Effect on Budget (EOB): Replacement of the following items was included in the FY 2025 adopted budget renewal and replacement program details with an estimated replacement cost budgeted of \$158,000.

Items to be replaced:

2000 John Deere Tractor, asset # REC 00-05

2019 John Deere Z-Turn 920M, asset # REC 19-M1

2021 John Deere Z-Turn 920M, asset # REC 21-M2

2021 John Deere Z-Turn 920M, asset # REC 21-M3

Aerator, not in MUNIS

C. Level of Service (LOS): The addition of this equipment will allow the City of Destin Parks and Recreation Department to enhance its operational efficiency, reduce service delays, and maintain high-quality public spaces for residents and visitors. The increased capacity provided by these purchases will improve the overall appearance, functionality, longevity,

and safety of the city's parks and recreational areas. By investing in this equipment, the department will be better equipped to handle routine maintenance, respond to service requests promptly, and provide an improved experience for park users.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: The purchase of the Toro Mowers, Toro Aerator, and Kubota MX5400HST Tractor represents a strategic investment in the City of Destin's parks and recreational infrastructure. This acquisition ensures that the department can continue providing high-quality maintenance and operational services to the community. Staff recommends approval of this purchase to enhance efficiency, maintain park amenities, and uphold the city's commitment to excellent public service.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to issue purchase orders to Jerry Pate Turf & Irrigation for the requested equipment.

Attachments:

1. City of Destin
MX5400HST Tractor
Quote
2. City of Destin Parks
Rec. Mowers &
Attachments Quote
3. City of Destin Parks
Rec. Toro ProCore
Quote

Slaton, Ivy
131104
City of Destin
islaton@cityofdestin.com
850-650-1241

Quote Provided By
Parish Tractor Company, LLC
Bobby Riley
1602 S Main St
Poplarville, MS 39470
email: bobby.riley@parishtractor.com
phone: 8509442002

-- Standard Features --

-- Custom Options --



M Series

MX5400HST

UTILITY TRACTOR, 4WD, 2 POST FOLDABLE ROPS, HST
TRANSMISSION

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V2403
Direct injection
4 Cyl. 148.6 cu. in.
^ 53.8 Net Eng. HP
^ 46.5 PTO HP
@ 2700 Eng. rpm
EPA Tier 4 Emmission Cert.
Turbo Common Rail Electronic Fuel Injection
12V - 600 CCA Battery
Charging Output 45 Amps

FLUID CAPACITY

Fuel Tank 13.5 gal
Cooling System 6.9 qts
Crankcase with filter 7.4 qts
Transmission and
Hydraulics 11.6 gal

POWER TAKE OFF

Live-Independent Hydraulic
540 rpm Rear PTO
@ 2700 Eng. rpm
SAE Std 1 3/8" Six Spline

HYDRAULICS

Open Center - Gear Pump
4.9 gpm Power Steering
9.5 gpm Remote/3 Pt. Hitch
14.4 gpm Total Hyd. Flow
Cat I/II 3-point Hitch
At lift Point 2870 lbs.
24" Behind 2310 lbs.
Telescoping Lower Links
Telescoping Stabilizers

SAFETY EQUIPMENT

2-Post Foldable ROPS w/
Retractable Seat Belt
Flip-Up PTO Shield
Safety Start Switches
Parking Brakes
Electric Key Shut Off
Turn Signals
SMV Sign

^ Manufacturer Estimate

FRONT AXLE

Hydrostatic Power Steering
4WD: Cast Iron, Bevel Gear

TRANSMISSION

3 Range Low/Med/High
Cruise Control Standard
Mech. Wet Disc Brakes
Left Side Brake Pedals
Rear Differential Lock

OPERATORS PLATFORM

Semi-Flat Deck w/Hanging Pedals
High Back Seat with Adjustable
Suspension
Rubber Floor Mat
Stationary PTO Switch
Cup Holder
Color Coded Controls

INSTRUMENTS

Tachometer/Hour Meter
Fuel Gauge Meter
Warning Symbols
Coolant Temperature Meter

SELECTED TIRES

sub57
FRONT - LSW305R343 R3 TITAN GRIZZ LSW 430
REAR - LSW610R470 R3 TITAN GRIZZ LSW 430 8STUD

MX5400HST Base Price: \$36,151.00

(1) LOADER VALVE FOR ROPS MODELS MX2131-LOADER VALVE FOR ROPS MODELS	\$934.00
(1) FRONT LOADER MX SERIES W/O VALVE LA1065A-FRONT LOADER MX SERIES W/O VALVE	\$5,517.00
(1) 72" HD BUCKET FOR LA724/854 L2296-72" HD BUCKET FOR LA724/854	\$1,347.00
(1) FIBERGLASS CANOPY E1134-FIBERGLASS CANOPY	\$494.00
(1) MOUNTING BRACKET FOR CANOPY E1136-MOUNTING BRACKET FOR CANOPY	\$245.00
Configured Price:	\$44,688.00
Sourcewell Discount:	(\$9,831.36)
SUBTOTAL:	\$34,856.64
2Yr MX5400HST Extended Warranty	\$1,250.00
2Yr FRONT LOADER MX SERIES W/O VALVE Extended Warranty	\$400.00
Factory Assembly:	\$325.00
Dealer Assembly:	\$669.17
Freight Cost:	\$862.50
PDI:	\$400.00
Delivery	\$200.00

Total Unit Price: \$38,963.31

Quantity Ordered: 1

Final Sales Price: \$38,963.31

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation
 301 Schubert Drive
 Pensacola, FL 32504
 800-700-7001
 850-484-8596 (fax)
 www.jerrypate.com

DATE: March 31, 2025
 EXPIRATION DATE: April 17, 2025

Exclusively For: City of Destin Parks & Rec.

Proposed Order

OMNIA Partners Participant Contract 2017025
Participant Number 5018441

Attn: Ryan Reed
 4200 Indian Bayou Trail
 Destin, FL 32541

[Ph#] 850-737-3468

[Fax#]

[Customer Acct#]

[Email] reed@cityofdestin.com

Account Executive: Ben Wilson
 850-393-4556 Cell
bwilson@jerrypate.com

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
Jerry Pate Turf & Irrigation, Inc. reserves the right to adjust pricing at time of delivery in the event of any tariffs, surcharges, or other fees are incurred. Any such potential tariffs or surcharges at time of shipment will be added to final invoice. ***PLEASE INITIAL HERE***				

Final Toro Pricing Will Reflects The OMNIA Contract Discount Omnia Customer 5018441

1	72518	Toro 48" Grandstand Turbo Force Deck 22HP Kohler CP EFI	\$ 10,219.27	\$ 10,219.27
1	74000	Toro 48" 4000 Series Z Master TF2 Deck 24.5HP Kawasaki FX-Turf Tires-Pro	\$ 9,489.27	\$ 9,489.27
1	74020	Toro 60" 4000 Series Z Master TF2 Deck 35HP Kawasaki FX-26" Turf Tires - HDX Pro XL	\$ 11,354.42	\$ 11,354.42
1	78459	4000 Series HDX Pro XL Series E-Z Vac Blower & Drive Kit for 60" Deck	\$ 1,621.33	\$ 1,621.33
1	78468	4000 HDX Pro XL DFS Rear Bagger-60" Deck	\$ 2,757.21	\$ 2,757.21

Subtotal	\$ 35,441.50
Setup	\$ 1,417.66
Destination Fee	\$ 250.00
Total Proposal	\$ 37,109.16

Jerry Pate Turf & Irrigation offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.
 Ask your Account Executive for more information today!

Prices Do Not Include Sales Tax or Applicable Documentation Fees

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on costs and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

To accept this proposal, please sign and return _____

Signature

Date

Print Name

Title

Thank you, we appreciate your business!

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Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation
 301 Schubert Drive
 Pensacola, FL 32504
 800-700-7001
 850-484-8596 (fax)
 www.jerrypate.com

DATE: March 11, 2025
 EXPIRATION DATE: Valid 30 Days

Proposed Order

OMNIA Partners Participant Contract 2017025
Participant Number 5018441

Exclusively For: City of Destin Parks & Rec.

Attn: Ryan Reed
 4200 Indian Bayou Trail
 Destin, FL 32541

[Ph#] 850-737-3468

[Fax#]

[Customer Acct#]

[Email] reed@cityofdestin.com

Account Executive: Ben Wilson
 850-393-4556 Cell

bwilson@jerrypate.com

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
Final Toro Pricing Will Reflects The OMNIA Contract Discount Omnia Customer 5018441				
1	09715	Toro ProCore 864	\$ 40,266.00	\$ 40,266.00
4	09797	3 Tine 7/8 Inch Head Set HD		
2	120-1044	Guard-Turf, Short		
1	120-1057	Turf Guard-RH		
1	120-1058	Turf Guard-LH		

OMNIA Contract Discount is 22% off Current MSRP

Subtotal	\$	40,266.00
Dealer Prep	\$	507.00
Destination Fee	\$	469.00
Total Proposal	\$	41,242.00

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Ask your Account Executive for more information today!

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To accept this proposal, please sign and return _____

 Signature Date

 Print Name Title

Thank you, we appreciate your business!

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 7, 2025
TYPE OF AGENDA ITEM: Resolution
AGENDA OUTLINE NUMBER: 3.B.

TO: City Council

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

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: 3/18/2025

SUBJECT: Resolution 25-08 for SUN Trail at Crosstown Grant Agreement

I. BACKGROUND: FDOT approved an application to use SUN Trail funding to update the design of the multi-use pathway along the crosstown connector to be SUN Trail compliant.

II. DISCUSSION: This resolution is required by FDOT, it states that the city authorized the City Manager to execute the SUN Trail grant agreement between the City and FDOT.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): A budget amendment is necessary to add these grant funds to the FY25 budget. This will be brought to the council at a future meeting.

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

D. Legislative Sponsor: Sandy Trammell

E. Business Impact Statement:

III. CONCLUSION: Approval of the resolution will allow the City to submit the SUN Trail grant agreement to FDOT for their execution.

IV. RECOMMENDED MOTION: I move that City Council approve Resolution 25-08.

Attachments:

1. RESOLUTION 25-08
FDOT XTOWN
CONNECTR
GRANT AGT with

ITEM # 2025-379

2. legal suggestions
440553-2-Destin
Crosstown
Connector_Draft

RESOLUTION 25-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, ACCEPTING AND ADOPTING THE SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT (FINANCIAL PROJECT NUMBER: 44055323401) FOR THE CROSSTOWN CONNECTOR BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF DESTIN; PROVIDING FOR AN EFFECTIVE DATE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF THE CITY OF DESTIN.

WHEREAS, the Florida Shared-Use Nonmotorized Trail Network Program is included in the Florida Department of Transportation's work program for the purposes of funding and maintaining projects within the network; and

WHEREAS, the City of Destin is performing project for a twelve-foot multi-use path from the intersection of Legion Drive/Beach Drive to the intersection of Azelea Drive/Benning Drive ("Crosstown Connector") and such project is a component of the Florida Shared-Use Nonmotorized Trail Network; and

WHEREAS, the Florida Department of Transportation requires the City Council pass a Resolution authorizing the execution of the attached Agreement prior to moving forward with design of the project; and

WHEREAS, the City of Destin City Council has determined this Resolution 25-08 serves the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED that the City of Destin, by and through the City Council, formally accepts and adopts the Shared-Use Nonmotorized Trail Network Program Agreement (FPN 44055323401) between FDOT and the City of Destin for the Crosstown Connector Project, attached hereto as "**Exhibit A.**"

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

ADOPTED THIS 7th DAY OF APRIL 2025

BY:

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

The form and content of this Resolution
is hereby approved for legal sufficiency
for the Cit of Destin, only.

Kimberly Romano Kopp, City Attorney

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
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Financial Project No: <u>44055323401</u>	Contract No. _____	Vendor No.: <u>F592480854001</u>	CSFA No. and Title: <u>55.038</u> Florida Shared-Use Nonmotorized (SUN) Trail Network Program
---	---------------------------	--	--

THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM GRANT AGREEMENT ("Agreement") is entered into this _____ day of _____ 20_____, by and between the State of Florida Department of Transportation, ("Department"), and City of Destin, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

- A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.
- B. The Florida Shared-Use Nonmotorized Trail Network Program is included in the Department's work program for the purposes of funding and maintaining projects within the network.
- C. The purpose of this Agreement is to provide for the Department's participation in Design of a 12-foot multi-use path from the intersection of Legion Drive/Beach Drive to the intersection of Azelea Drive/Benning Drive, as further described in **Exhibit "A", Project Description and Responsibilities** ("Project"), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.
- D. The Recipient by Resolution No. _____ adopted on _____, 20_____, a copy of which is attached hereto and made a part hereof as **Exhibit "E", Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through March 3, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless terminated earlier, work on the Project shall commence no later than: May 5, 2025 or within (N/A

[Type here]

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
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Design days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

3. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
4. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
5. **Project Cost:**
 - a. The estimated total cost of the Project is \$200,000. This amount is based upon the schedule of funding in **Exhibit "B", Schedule of Financial Assistance**. The schedule of funding may be modified by mutual agreement of the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$200,000 and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.
6. **Compensation and Payment:**
 - a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

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- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 440553-2-34-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require written approval in advance by the Department.
- c. Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit H- Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of

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Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or

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agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall certify to Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. If the Recipient fails to provide such certification to Department by between Phase IV and Final Plans the Department may, at its discretion, terminate this Agreement.
- c. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.
- d. In the event the cost of the Project is greater than \$250,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.
- e. The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
- f. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.

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- g. ☐ If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with **Exhibit "F", Terms and Conditions of Construction**, attached to and incorporated into this Agreement.

8. Contracts of the Recipient

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

9. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department.. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.
- c. The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.
- d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project

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involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department's Construction Project Manager, **(N/A Design)** _____, at () - or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

- e. The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.
- f. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.
- g. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

10. Maintenance Obligations: The following provisions are incorporated into this Agreement:

- a. The Recipient has agreed by resolution to execute a Maintenance Memorandum of Agreement ("MMOA") in which Recipient agrees to maintain the entire Project as depicted in the construction plans and specifications for the useful life of the Project, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. The Recipient shall execute the MMOA concurrently with execution of this Agreement. The MMOA is attached and incorporated into this Agreement as **Exhibit "G"**. The terms of the MMOA, **Exhibit "G"**, shall survive the termination of this Agreement. The Parties acknowledge and agree that the design plans for the Project may not yet be finalized and are subject to review by the Department. Upon completion of the Project, the Parties shall amend the MMOA to attach the latest version of the construction plans for the Project to the MMOA in order to show the extent of the Project to be maintained.

11. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this

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Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.
 - ii. In connection with the audit requirements, 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.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

The remainder of this page intentionally left blank.

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

12. Notices and Approvals:

- a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA Department OF TRANSPORTATION
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STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

**TANYA BRANTON, SUN TRAIL COORDINATOR
1074 HIGHWAY 90 EAST
CHIPLEY, FLORIDA 32428
(850) 330-1550
TANYA.BRANTON@DOT.STATE.FL.US**

RECIPIENT:

**CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
DESTIN, FLORIDA 32541
850-837-4242
LJONES@CITYOFDESTIN.COM**

- b.** All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a.** 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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.
- c.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

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- f. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this 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. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

“To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity.”

- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO's”), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess

STATE OF FLORIDA Department OF TRANSPORTATION
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policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

15. Miscellaneous:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
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- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- g. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- i. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- j. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes. The Recipient shall:
 - i. Keep and maintain public records required by the Department to perform the service.
 - ii. Upon request from the Department's custodian of public records, provide the Department 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.

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
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- 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 Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the Department.
- iv. Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the service. If the Recipient transfers all public records to the Department upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.
- v. Failure by the Recipient to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- vi. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: **District Three** (Enter appropriate District Contact)
- k. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.
- l. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

16. Exhibits.

- a. Exhibits A, B, C, D, E, G and H are attached to and incorporated into this Agreement.
- b. ☐ A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.

c. Exhibit List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance Schedule
Exhibit C: Engineer's Certification of Compliance
Exhibit D: Audit Requirements for Awards of State Financial Assistance
Exhibit E: Recipient Resolution
*Exhibit F: Terms and Conditions of Construction
Exhibit G: Maintenance Memorandum of Agreement
Exhibit H: Contract Payment Requirements

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

STATE OF FLORIDA Department OF TRANSPORTATION
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AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Larry Jones
Title: City Manager

By: _____
Name: Tim Smith, P.E.
Title: Director of Transportation Development

District Three General Counsel

Legal Review:

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

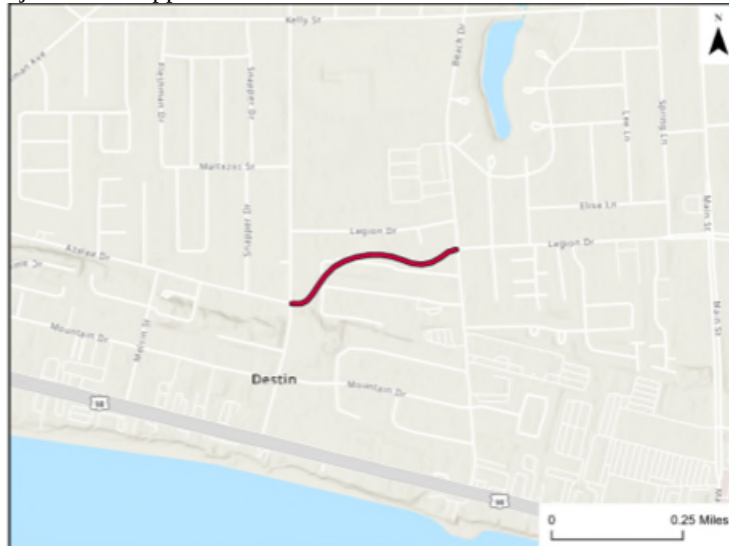
EXHIBIT A
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Program Agreement between the State of Florida, Department of Transportation and City of Destin.

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Destin Crosstown Connector Multi-use path from Benning Drive to Beach Drive

B. Project Location (limits, city, county): City of Destin, Okaloosa County

☒ Illustration/graphic/map of project area is applicable and attached to this Exhibit A.



C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Design of a 12-foot multi-use path from the intersection of Legion Drive/Beach Drive to the intersection of Azelea Drive/Benning Drive

D. Deliverable(s): Design of a 12-foot multi-use path from the intersection of Legion Drive/Beach Drive to the intersection of Azelea Drive/Benning Drive

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Any change orders not pre-approved by the Department will not be reimbursable. Any funds expended outside of the scope of contract

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**EXHIBIT B****SCHEDULE OF FINANCIAL ASSISTANCE****A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
440553-2-34-01	GRTR	088849	2025	751000	55.038	Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund	\$200,000
Total Financial Assistance							\$200,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local%	Federal %
Land Acquisition	\$	\$	\$	\$			
Planning	\$	\$	\$	\$			
Environmental/Design/Construction	\$200,000	\$	\$	\$200,000	100%		
Totals	\$200,000	\$	\$	\$200,000	100%		

*Shifting items between these grant phases requires execution of an Amendment to the Florida Shared-Use Nonmotorized Trail Network Program Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

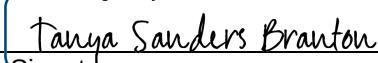
I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Tanya Branton

District SUN-Trail Coordinator

Department Grant Manager Name

Signed by:



Signature

01/13/2025 | 3:59 PM EST

Date

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM
GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and The City of Destin _____

PROJECT DESCRIPTION: Destin Crosstown Connector Multi-use path from Benning Drive to Beach Drive

FINANCIAL MANAGEMENT ID#440553-2-34-01_____

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of final design plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT D

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation

State Project Title: FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM

CSFA Number: 55.038

***Award Amount:** \$200,000

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.038 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT E

AGENCY RESOLUTION

PLEASE SEE ATTACHED

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

1. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, Department RIGHT-OF-WAY.
2. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
3. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
4. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
5. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
6. The Recipient will be solely responsible for cleanup or restoration required to correct any environmental or health hazards that may result from construction operations.
7. The Recipient will be required to maintain the Project at least until final acceptance by the Department and the Recipient shall be obligated to maintain the Project beyond final acceptance in accordance with this Agreement and a Maintenance Memorandum of Agreement between the Department and Recipient. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
8. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

9. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
10. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at 954-777-4601.
11. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
12. Restricted hours of operation will be from **(N/A)**, unless otherwise approved by the Operations Engineer, or designee.
13. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

N/A

Note: (Confirm information above for District)

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT G

MAINTENANCE MEMORANDUM OF AGREEMENT

Maintenance MOA Language for Off-system Multi-Use Trail Project

1. The LOCAL GOVERNMENT acknowledges that the DEPARTMENT will require the LOCAL GOVERNMENT to maintain the entire Multi-Use Trail Project, as depicted in the Construction Plans and Specifications of F.P.I.D. # 440553-2-34-01, for the useful life of the Multi-Use Trail Project, according to the DEPARTMENT standards, which include, but are not limited to, the Americans with Disabilities Act, Design Standards, and the Standard Specifications, and as amended from time to time.
2. Maintenance items to be maintained by the LOCAL GOVERNMENT shall include, but not be limited to: vegetation management, ornamental landscaping, trail heads, bathroom facilities, parking facilities, repair of slopes/erosion, removal of graffiti, boardwalks, gravity walls, sea walls, traffic barriers, railings, guardrail, signing, pavement markings, pedestrian/bicycle signals, lighting, benches, litter receptacles, aesthetic features, and all other features of the Multi-Use Trail Project. The LOCAL GOVERNMENT shall maintain pavement surfaces free from residue accumulation, algae, vegetation, and other slip or trip hazards. The LOCAL GOVERNMENT shall trim landscaping, mow, sweep, edge and provide weed control along the Multi-Use Trail Project corridor from Benning Drive to Beach Drive. The LOCAL GOVERNMENT shall ensure the safety of the Public by repairing slope erosion and maintaining signs, sign poles, striping, pavement symbols, traffic markings, detectable warning surfaces, pavers, crosswalks, bollards, delineators, walls, railings, barriers, guardrail, lighting, pedestrian/bicycle signals and any other safety features within the Multi-Use Trail Project corridor in accordance with DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain paint on railings, sign poles, structures, etc. within the Multi-use Trail Project corridor. Repairs to any Multi-Use Trail Project structural or safety feature shall be in kind and to DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain all landscaping to DEPARTMENT standards or higher and all irrigation systems in good operational condition. The LOCAL GOVERNMENT shall maintain and repair the Multi-Use Trail Project at its sole cost and expense, in a good and workmanlike manner, and with reasonable care.
3. The Parties acknowledge and agree that the design plans for the Multi-Use Trail Project may not yet be finalized and are subject to review by the Department. Upon completion of the Multi-Use Trail Project, the Parties shall amend this Agreement to attach the latest version of the construction plans for the Multi-Use Project to this Agreement in order to show the extent of the Multi-Use Trail Project to be maintained by Recipient. The Recipient approves and delegates to the City Manager the authority to enter into an amendment of this Agreement to attach the latest version of the construction plans as described above. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the latest construction plans.
4. The LOCAL GOVERNMENT shall pay utility bills for lighting, signals, and irrigation associated with the Multi-Use Trail Project.
5. The LOCAL GOVERNMENT shall conduct an annual inspection of the Multi-Use Trail Project to ensure that any and all safety deficiencies are addressed.

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

6. When the Multi-Use Trail Project is at the end of its useful life, the LOCAL GOVERNMENT shall prioritize the Replacement or Reconstruction of the Multi-Use Trail Project as if it was a new Project.
7. If at any time the LOCAL GOVERNMENT has not performed the maintenance responsibility on the Multi-Use Trail Project in accordance with this Agreement, the DEPARTMENT shall have the option of (a) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that it be corrected within a specified time; or (b) the DEPARTMENT may perform the necessary maintenance at the LOCAL GOVERNMENT'S sole cost and expense, and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such maintenance. Any action taken by the DEPARTMENT does not relieve any obligation of the LOCAL GOVERNMENT under the terms and conditions of this Agreement. Failure to perform maintenance of the Multi-Use Trail Project in accordance with this Agreement may impact DEPARTMENT funding participation in future LOCAL GOVERNMENT projects.
8. The DEPARTMENT may require the LOCAL GOVERNMENT to remove the Multi-Use Trail Project in whole or in part and restore the property to the condition that existed immediately prior to the effective date of this Agreement if the DEPARTMENT determines: (a) the Multi-Use Trail Project or project feature is not constructed or maintained in accordance with Section 1. of this Agreement; or (b) the LOCAL GOVERNMENT breaches a material provision (as determined by the DEPARTMENT) of this Agreement. Removal and restoration shall be completed by the LOCAL GOVERNMENT within 90 days of the DEPARTMENT'S written notice, or such time as the DEPARTMENT and the LOCAL GOVERNMENT mutually agree in writing. Removal and restoration shall be completed by the LOCAL GOVERNMENT in accordance with DEPARTMENT standards. Should the LOCAL GOVERNMENT fail to complete the removal and restoration work, the DEPARTMENT may complete the removal and restoration at the LOCAL GOVERNMENT'S sole cost and expense and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such removal and restoration.
9. This Agreement may be terminated under either of the following conditions: (a) by the DEPARTMENT, if the LOCAL GOVERNMENT fails to perform its duties under this Agreement, following ten (10) days written notice; or (b) by the DEPARTMENT, for refusal by the LOCAL GOVERNMENT to allow public access to public records subject to the provisions of Chapter 119, Florida Statutes.

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT H

CONTRACT PAYMENT REQUIREMENTS

Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 7, 2025

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

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

FROM: Michael Burgess, Public Works Director
Krystal Strickland, Finance Director

DATE: 03/31/2025

SUBJECT: RFP# 25-05-PW, Disaster Debris Management, Authorization to Advertise

I. BACKGROUND: The City of Destin is particularly vulnerable to hurricanes and other natural disasters. To ensure a timely and effective response in the event of a future disaster, the City is seeking to establish a pre-positioned contract for disaster debris management services. This contract will provide the necessary resources to remove, haul, reduce, and dispose of debris in accordance with Federal, State, and Local regulations.

II. DISCUSSION: This Request for Proposals (RFP 25-05-PW) solicits proposals from qualified Disaster Debris Management Contractors (DMCs) for a three-year pre-positioned contract. The selected contractor(s) will be required to provide all labor, materials, equipment, and supervision necessary to perform disaster debris removal and disposal operations. The scope of work includes vegetative debris, construction and demolition debris, white goods, e-waste, hazardous waste, beach sand screening, and waterway debris processing and removal. The contract also includes pre-event planning support, technical assistance, and FEMA reimbursement documentation. A primary and secondary contractor will be selected based on responsiveness, experience, operational capability, and cost-effectiveness.

Note1: Michael Burgess, the City's Emergency Manager, will be attending the National Hurricane Conference April 14-17. At this conference he will promote the advertisement for the RFP in order to encourage a high number of responses.

Note2: The due date and other timeline dates may be adjusted to comply with 2CFR200 requirements and to maximize the number of submittals.

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

II. Enhanced Quality of Life and Safety for Families

B. Effect on Budget (EOB): There is no immediate budget impact associated with the approval of RFP 25-05-PW. This is a pre-positioned, as-needed contract to be activated only in the event of a federally declared disaster or other emergency. Costs incurred under this contract will be eligible for reimbursement through FEMA's Public Assistance Program, subject to proper documentation and compliance with applicable guidelines. Council adopted up to \$100,000 in the 2025 Budget in case of emergency. Any expenditures above the City Manager's authority will be brought before Council for approval as soon as possible if activation becomes necessary.

C. Level of Service (LOS): The DMC must be prepared to mobilize within 72 hours of a Notice to Proceed and must have 50% of the required resources in place within that window, with full mobilization within 144 hours. Services will be coordinated through the City's Director of Public Works & Emergency Management. The contractor will be expected to follow a "clean-as-you-go" policy and will be subject to daily reporting, weekly summaries, and a final project closeout report. All services must comply with FEMA requirements to ensure maximum federal reimbursement.

D. Legislative Sponsor: N/A

E. Business Impact Statement: N/A

III. CONCLUSION: Establishing a pre-positioned contract for disaster debris management will enhance the City's disaster preparedness and resilience. It ensures that resources and personnel will be available to respond immediately following a disaster event, thereby reducing recovery time and minimizing disruption to our community. Well-qualified DMCs will also assist with compliance and documentation, maximizing federal recovery funding.

IV. RECOMMENDED MOTION: I move to approve the issuance of RFP# 25-05-PW and authorize the City Manager, or designee, to evaluate responses and return to Council with a non-binding recommendation to award contract(s) to the most qualified proposer(s) to serve as the City's Primary and Secondary Disaster Debris Management Contractors.

Attachments:

1. Destin Disaster
Debris Mgmt RFP
25-05-PW
2. NOTICE TO
BIDDERS RFP 25-
05-PW

**CITY OF DESTIN, FLORIDA
REQUEST FOR PROPOSALS**

RFP# 25-05-PW

THREE-YEAR PRE-POSITIONED CONTRACT FOR DISASTER DEBRIS MANAGEMENT SERVICES

The City of Destin is requesting proposals from professional Debris Removal Firms experienced in providing Disaster Debris Management Services.

Sealed and complete hardcopy proposals **with original or electronic signature**, and **one (1) complete and identical electronic copy (SINGLE PDF DOCUMENT)** on flash drive or CD must be received no later than **April 24, 2025, 2 PM**, local time, at the following location:

**Destin City Hall
4200 Indian Bayou Trail Destin, Florida, 32541
Attention: City Clerk**

Submittals received after the closing time will not be accepted. Multiple submittals from the same entity will not be accepted. After the submittal deadline those submittals received will be opened and publicly acknowledged. Interested parties may attend.

Specifications will be posted to the City's website at www.cityofdestin.com/bids.aspx. **Addenda will be posted to the City's website. Proposers are responsible for obtaining addenda and are advised to check the website frequently.**

A proposal tabulation with a Notice of Intent to Award will be posted to the City's website at www.cityofdestin.com/bids.aspx. Proposers are advised to check the website frequently.

Any questions concerning the proposal should be addressed and submitted in writing **no later than 2:00 PM**, local time, **April 10, 2025**, to:

**City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, FL 32502
cityclerk@cityofdestin.com**

The City of Destin adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please email ADACoordinator@cityofdestin.com or call (850) 837-4242. Requests must be made at least 48 hours in advance of the event to allow the City time to provide accommodation.

The City of Destin reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item number when applicable, to waive any proposal informalities and to re-advertise for proposals when deemed in the best interest of the City of Destin.

The City of Destin provides equal access in employment and public services.

SECURITY NOTICE

Visitors to City Hall are required to stay in the lobby unless otherwise directed.

Late submittals will not be accepted.

**RFP# 25-05-PW DISASTER DEBRIS MANAGEMENT
SUBMITTAL REQUIREMENTS CHECKLIST**

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Title Page	Must include RFB# 25-05-PW DISASTER DEBRIS MANAGEMENT	☐
2	Table of Contents	TAB 1	☐
3	Letter of Interest	TAB 2: Max 2 pages, Firm Overview, Commitment, Summary of Capabilities, why your Firm is the best fit	☐
4	Experience and Ability	TAB 3: Organizational Background, Staff Resumes, Relevant Certifications, Subcontractor Info, List of Current debris contracts	☐
5	Operational Plan	TAB 4: Approach to debris management, pre-planning, mobilization, training, QA/QC, etc.	☐
6	Previous Experience	TAB 5: Examples of Similar Projects, References with full details	☐
7	Financial Capability	TAB 6: Financial Status, Line of Credit, Proof of Assets	☐
8	Project Cost/Rates	TAB 7: Exhibit "A" provided	☐
9	Business Structure & Registrations	TAB 8: Business Licenses, Proof of Registration of the State of Florida, Professional Certifications	☐
10	Additional Information	TAB 9: Any pertinent information not required above	☐
Required Proposal Forms (TAB 10)			
12	Signature Sheet	provided	☐
13	Appendix A – Certification Regarding Lobbying	provided	☐
14	FAR 52.209-5 Certification Regarding Debarment	provided	☐
15	FAR 52.209-6 Certification re: Debarred Subcontractors	provided	☐
16	Drug-Free Workplace	provided	☐
17	Bidders List Form	provided	☐
18	Non-Collusion Affidavit	provided	☐
19	Anti-Kickback Affidavit	provided	☐
20	Public Entity Crimes	provided	☐

	Statement		
21	Acknowledgement of Addenda	provided	☐
22	Copies of the Proposal	<u>One</u> printed copy of the proposal and <u>one</u> digital copy provided on a USB Drive (.pdf format)	☐

*If any boxes are left unchecked bid is considered unresponsive.

FEDERAL CONDITIONS

Required Contract Provisions

1. BREACH OF CONTRACT TERMS (2 CFR § 200 Appendix II(A))

The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

2. TERMINATION FOR CAUSE OR CONVENIENCE (2 CFR § 200 Appendix II(B))

The City may terminate this Contract for cause or for convenience upon thirty (30) days prior written notice.

3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

The contractor agrees to report each violation to the City of Destin and understands and agrees that the City of Destin will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.

Federal Water Pollution Control Act (Clean Water Act)

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to the City of Destin and understands and agrees that the City of Destin will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.

4. DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Destin. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Destin, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. ACCESS TO RECORDS

The Contractor agrees to provide the City of Destin, the federal officials, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the federal government or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City of Destin and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

7. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. EQUAL EMPLOYMENT OPPORTUNITY

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:
During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books,

records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors

by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for Unpaid Wages and Liquidated Damages

The City of Destin shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. BYRD ANTI-LOBBYING AMENDMENT.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non- federal entity the attached certification (Appendix A).

ATTACHMENT "C"
DAVIS BACON REQUIREMENTS - 29 CFR 5.5

(1) *Minimum wages* —

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in [paragraphs \(d\) and \(e\)](#) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(v\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [paragraph \(a\)\(4\)](#) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under [paragraph \(a\)\(1\)\(iii\)](#) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) ***Frequently recurring classifications.***

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to [§ 1.3\(f\)](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [paragraph \(a\)\(1\)\(iii\)](#) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with [paragraph \(a\)\(1\)\(iii\)\(A\)\(3\)](#) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) **Conformance.**

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the

Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under [paragraphs \(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraph \(a\)\(1\)\(iii\)\(C\)](#) or [\(D\)](#) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) **Withholding —**

(i) **Withholding requirements.** The City may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in [paragraph \(a\)](#) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by

the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in [paragraph \(a\)\(3\)\(iv\)](#) of this section, the City may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its re-procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) **Records and certified payrolls —**

(i) **Basic record requirements —**

- (A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40](#)

[U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under [paragraph \(a\)\(1\)\(v\)](#) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements —**

(A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the U.S. Department of Labor if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the U.S. Department of Labor. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [paragraph \(a\)\(3\)\(i\)\(B\)](#) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at: <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the

case may be, that maintains such records).

(C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under [paragraph \(a\)\(3\)\(ii\)](#) of this section, the appropriate information and basic records are being maintained under [paragraph \(a\)\(3\)\(i\)](#) of this section, and such information and records are correct and complete;
- (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by [paragraph \(a\)\(3\)\(ii\)\(C\)](#) of this section.

(E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) **Required disclosures and access —**

(A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under [paragraphs \(a\)\(3\)\(i\)](#) through [\(iii\)](#) of this section, and any other documents that the City of Destin or the Department of

Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the City of Destin or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) ***Sanctions for non-compliance with records and worker access requirements.*** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) ***Required information disclosures.*** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) ***Apprentices and equal employment opportunity —***

(i) ***Apprentices —***

(A) ***Rate of pay.*** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than

the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) **Apprenticeship ratio.** The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to [paragraph \(a\)\(4\)\(i\)\(D\)](#) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in [paragraph \(a\)\(4\)\(i\)\(A\)](#) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(i) **Equal employment opportunity.** The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in [paragraphs \(a\)\(1\)](#) through [\(11\)](#) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Labor may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier

subcontractors, and may be subject to debarment, as appropriate.

(7) **Contract termination: debarment.** A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

- (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).
- (iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

(11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);
- (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

(b) **Contract Work Hours and Safety Standards Act (CWHSSA).** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in [paragraphs \(b\)\(1\) through \(5\)](#)

of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by [paragraph \(a\)](#) of this section or [29 CFR 4.6](#). As used in this [paragraph \(b\)](#), the terms “laborers and mechanics” include watchpersons and guards.

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in [paragraph \(b\)\(1\)](#).
- (3) **Withholding for unpaid wages and liquidated damages —**
 - (i) **Withholding process.** The City of Destin may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this [paragraph \(b\)](#) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - (ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:
 - (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (B) A contracting agency for its procurement costs;

- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (D) A contractor's assignee(s);
 - (E) A contractor's successor(s); or
 - (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).
- (4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- (5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
 - (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
 - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 - (iv) Informing any other person about their rights under CWHSSA or this part.
- (c) **CWHSSA required records clause.** In addition to the clauses contained in [paragraph \(b\)](#) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [§ 5.1](#), the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency

Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) ***Incorporation of contract clauses and wage determinations by reference.*** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) ***Incorporation by operation of law.*** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by [§ 5.1](#) to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

GENERAL CONDITIONS

To ensure acceptance, all proposers submitting proposals to the City of Destin shall be governed by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals not submitted on the proposal form(s) provided shall be rejected, and proposals not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Alternate Solutions:** During the drafting of written specifications, a sincere effort is made to describe items or services best suited to the needs of the City. However, the City invites proposals with alternate solutions to the objectives set forth in the specifications, unless a particular specification is expressly identified as mandatory.
2. **Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative which meets or exceeds the specifications as written. If the proposal is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the proposal. The proposer must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Destin reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).
3. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the City to award a contract to any proposer. The City reserves the right to award a contract to or negotiate a contract with a responsible proposer submitting the most responsive or best alternative proposal for a resulting contract which is most advantageous to and in the best interest of the City. The City shall be the sole judge of the proposal and the resulting contract, and its decision shall be final.
4. **Proposal (RFP) Bond:** None.
5. **E-Verify System (Mandatory):** In compliance with the provisions of F.S. 448.095 (Employment Eligibility Verification), the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.
6. **Exceptions to Specifications:** In order that equal consideration be given in evaluating proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The City Manager or City Council is the final authority in determining the acceptability of any exceptions to specifications.

7. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.
8. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Request for Proposals Page. Inquiries must refer to the proposed item(s) or service(s) and the date of the proposal submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.
9. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all proposals received in response to these specifications, and shall govern any and all claims between person(s) submitting a proposal response hereto and the City of Destin, by and through its officers, employees and authorized representatives. A lack of knowledge by the proposer concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The proposer agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.
10. **Licenses, Registration and Certificates:** Each proposer shall possess at the time of submitting its proposal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Destin. Proposer must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded proposer shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).
11. **Mistakes:** Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) or service(s) involved. Failure to do so will be at the proposer's risk. Unit prices proposed will govern in award.
12. **Payment of Invoices:** The City of Destin issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by the Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s) received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.
13. **Permits and Taxes:** The proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Proposers who use public roads of the City of Destin,

Florida for transport of goods of any kind which said goods were transported from a point without the City of Destin, Florida to a point within the City of Destin shall obtain a "Use of Streets" permit for a fee not in excess of the license paid for by local licensees engaged in the same business.

- 14. Prohibited Conduct by Proposers:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Destin, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with any member of Destin City Council, the City Manager, or any member of a selection/evaluation committee for RFPs/RFPs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.
- 15. Proposal Withdrawals:** No proposal may be withdrawn after closing time for receipt of proposals for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by the Destin City Council.
- 16. Protests:** Protests of the plans, specifications, and other requirements of requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled proposal submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of proposal or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.
- 17. Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).
- 18. Public Records:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Florida Statute §119.07. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the proposal pursuant to Florida Statute §119.07.
- 19. Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.
- 20. Rejection of Proposals:** The City of Destin reserves the right to accept or reject any or all proposals,

to award proposals on a split-order basis by item or service number, to waive any irregularities, technicalities, or informalities, and to re-advertise for proposals when deemed in the best interest of the City of Destin.

- 21. Sealed Proposals:** The specifications and all executed proposal forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the proposer. In the event more than one proposal submittal deadline is scheduled for the same date and time, do not include proposals concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying the proposer, the item(s) or service(s) proposed and the proposal number.** It shall be the sole responsibility of the proposer to assure receipt of proposal at the Purchasing Office prior to the published time for the proposal submittal deadline. No proposal will be accepted after closing time for receipt of proposals; **nor will any offers by telephone, fax, internet or email be accepted.**
- 22. Tax:** The City of Destin is exempt from all State and local sales tax.
- 23. Termination for Convenience:** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected via delivery to the contractor at least thirty (30) business days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.
- 24. Unauthorized Aliens:** The City of Destin shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.
- 25. Venue:** Venue for any claim, action or proceeding arising out of this contract shall be Okaloosa County, Florida.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.
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SPECIAL CONDITIONS

The following instructions are given for the purpose of guiding proposers in properly preparing their bids or proposals. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

- 1. QUALIFICATIONS OF BIDDERS** – Proposals will not be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Destin, upon any debt or contract, or who has defaulted, as surely or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable by the City.
- 2. PERSONAL INVESTIGATION** – Proposers shall satisfy themselves by personal investigation and by such other means as they may deem necessary or desirable as to the conditions affecting the proposed work and the cost.
- 3. INCONSISTENCIES** – Any seeming inconsistency between different provisions of the plans, specifications, proposal or agreement, or any point requiring explanation must be inquired into by the proposer, in writing, at least ten (10) days prior to the time set for the opening proposals. After proposals are opened, the proposers shall abide by the decision of the City as to such interpretation.
- 4. LEGAL CONDITIONS** – Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of Destin.
- 5. FORM OF PROPOSALS** – Each proposal and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in. The proposal must be signed by one duly authorized to do so, or in such cases where it is signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal.
- 6. FILLING IN BIDS** – All prices in the proposal must be clearly stated in the figures, and all proposals must fully cover all items for which proposals are asked and no other. Proposers are required to state the names and places of residence of all persons interested, and if no other person is interested, the proposer shall state that the proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representatives make all verification and subscribe to the proposal.
- 7. NON-COLLUSION** – The proposer agrees that there has been no consorting with any other firm or employees from any other firm who will be submitting a proposal on the same project.
- 8. CAUSES FOR REJECTION** – No proposal will be considered which, in the opinion of the City, contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or

failure to specify proposals for all items called for in the schedule shall render the proposal informal.

9. WITHDRAWALS – Any proposer may, without prejudice to himself, withdraw his proposal at any time prior to the proposal submittal deadline. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After the submittal deadline, no proposal can be withdrawn, modified, or explained. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the proposal.

10. CONTRACT – The proposer selected for the award of proposal shall execute a written contract with the City within ten (10) days of notice to provide the services described in this RFP, and maintain the ability to perform those services for the entirety of contract term. If the proposer to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next lowest proposer who is reliable and responsible in the opinion of the City. Such proposer shall fulfill every stipulation as if it were the original party to whom award was made.

11. ENFORCEMENT OF SPECIFICATIONS – The City shall enforce each and every requirement of the contract.

12. HOURS OF WORK – All work will be performed as outlined in the Scope of Work.

13. COPIES OF SPECIFICATIONS – Copies of the specifications, details, and contract will be on file in the City Clerk's Office.

14. TERMS OF CONTRACT – The term of this Agreement shall be a three (3) year period from the award of the contract. The term can be extended for two (1) additional one-year terms, under the same conditions, upon agreement of both parties.

15. MEASUREMENT AND PAYMENT – Payments and charges shall be in accordance with the Price Proposal Form (EXHIBIT "A") as submitted by the selected Proposer.

16. SAFETY AND TRAFFIC CONTROL – It shall be the responsibility of the Debris Management Contractor (DMC, also referred to as Contractor) to maintain proper traffic control and safety precautions including, but not limited to, the use of barricades, flagman, and portable electric traffic control devices. No extra payment shall be made for providing the necessary traffic control. Any questions regarding the requirements for traffic control shall be referred to the City's Director of Public Works & Emergency Management.

17. OWNER MAY STOP THE WORK – If the work performed by the contractor is deficient, contrary to the proposal documents or contract, or the DMC performs work in such a way that the completed work would not conform to the Contract Documents, the CITY may order the DMC to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the CITY to stop the work shall not give rise to any duty on the part of the DMC to exercise this right for the benefit

of the DMC or any other party.

18. CUSTOMER RELATIONS – The DMC, all its employees and subcontractors under the supervision and control of the DMC shall at all times at a site, office, or yard be required to conduct themselves in a professional and courteous manner and do all things necessary to ensure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.

19. APPLICATION FOR PROGRESS PAYMENT – Unless otherwise prescribed by law, on the 25th of each month, the DMC shall submit to the City for review an Application for Payment filled out and signed by the Project Manager covering the work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the CITY has received the services and/or materials requested, and all invoiced charges are clear of liens, charges, security interests, and encumbrances. Vendor checks are issued by the City on the 10th day of each month. From the amount determined as correct in the Application for Payment, the CITY will deduct the amount of all previous payments, and the remainder, less the retainage, shall constitute the monthly payment due to the DMC. The amount of retainage with respect to progress payments will be ten percent (10%) of the total project cost.

20. QUANTITIES – The quantity of cubic yards shown on Column III of the Price Proposal Form (EXHIBIT “A”) is an estimate used for the purpose of this proposal solicitation. Actual quantities of cubic yard collected, hauled and processed will be used for the purpose of calculation of actual service rendered and payment due.

21. TAX EXEMPTION – All proposals submitted must include all local, state and federal taxes, if applicable.

22. BID PRICES – All prices submitted on the Price Proposal Form (EXHIBIT “A”) must be firm through the completion of the project. Any proposals containing escalation clauses will be rejected.

23. CONE OF SILENCE – After a Proposal is opened or a Short List is established, a Proposer or a Proposer’s representative may not seek information or clarification or in any way contact any Official or employee of the City concerning this solicitation with the exception of the Purchasing Manager or an individual specifically designated by the Purchasing Office. A copy of any written communication concerning this solicitation shall be on file in the Purchasing Office and shall be made available to the public upon request.

24. INDEMNIFICATION OF CITY. The DMC shall indemnify and hold harmless the City of Destin, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the DMC and persons employed, contracted, sub-contracted, or utilized by the DMC in the performance of this contract. The DMC’s obligation shall not be limited by, or in any way to,

any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

25. INSURANCE. Before starting and until termination of work for, or on behalf of the City, the DMC shall procure and maintain insurance of the types and to the limits specified. The term City as used in this section is defined to mean the City of Destin itself, any subsidiaries, or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

WORKER'S COMPENSATION

The CONTRACTOR shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$1,000,000 each person - accident, \$1,000,000 each person - disease, \$1,000,000 aggregate - disease.

COMMERCIAL GENERAL, AUTOMOBILE, PROFESSIONAL, POLLUTION AND UMBRELLA LIABILITY COVERAGES

The CONTRACTOR shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend, and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$3,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the CONTRACTOR agrees to have such limits of \$3,000,000 per occurrence, reinstated under the policy.

Commercial General Liability coverage, or its equivalent shall provide at least, broad form contractual liability applicable to this specific contract, personal injury liability and broad form property damage liability. The coverage shall be written on occurrence-type basis. Minimum limits of \$3,000,000 per occurrence and in the aggregate must be provided.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use. Minimum limits of 3,000,000 CSL must be provided.

Professional Liability insurance coverage must be provided to afford protection for errors and omissions arising out of services provided under or associated with this Contract. Minimum limits of \$2,000,000 per occurrence and in the aggregate must be provided.

Pollution Liability insurance coverage must be provided to afford protection for bodily injury, property damage and cleanup costs arising out of services provided under or associated with this Contract. Minimum limits of \$2,000,000 per occurrence and in the aggregate must be provided.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Destin shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. This Contract shall be listed on each Certificate. If required by the City, the CONTRACTOR shall furnish copies of the CONTRACTOR's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. The CONTRACTOR shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the CONTRACTOR shall, upon instructions of the City, cease all operations under the Contract until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Destin, Department of Human Resources, 4200 Indian Bayou Trail, Destin, FL 32541.

INSURANCE OF THE CONTRACTOR PRIMARY

The CONTRACTOR required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the CONTRACTOR's coverage. The CONTRACTOR's policies of coverage will be considered primary as relates to all provisions of the contract.

LOSS CONTROL AND SAFETY

The CONTRACTOR shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the CONTRACTOR shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

PAY ON BEHALF OF THE CITY

The CONTRACTOR agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

THREE-YEAR PRE-POSITIONED CONTRACT FOR DISASTER DEBRIS MANAGEMENT SERVICES

SCOPE OF WORK

1. PURPOSE

The City of Destin, Florida (City) seeks proposals from qualified firms, hereinafter referred to as the Debris Management Contractor (DMC), to provide Disaster Debris Management Services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The City is seeking proposals to establish a prepositioned contract with a qualified and experienced emergency and debris management firm, herein after referred to as Debris Management Contractor (DMC), to provide services to the City during disaster or emergency events. Disasters could include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster, or emergency, the DMC shall service the City first and be on-call to provide all support services necessary to ensure the safety and well-being of all residents and visitors to the City. The City retains the right to obtain similar services from additional contractors.

Services may include, but not be limited to, large-scale debris removal, separation, storage, debris processing and disposal; managing and operating disaster debris management sites; hazardous waste handling; project management assistance; and assistance with Federal and State reporting and reimbursement efforts.

The City's expectation is that by hiring a professional Debris Management Contractor (DMC) to assist the City in a disaster event, the City is fully dependent and relying upon the professional expertise, training and experience of the DMC. The DMC shall be fully responsible to advise the City on the do's and don'ts of Federal Emergency Management Administration (FEMA) procedures and/or other governmental regulatory agencies and insurance companies. DMC shall perform all work in compliance with such regulations, representing the City to ensure maximum financial recovery.

DMC will work under the direction of the City's Director of Public Works & Emergency Management. The City Manager, or designee, will issue a Notice to Proceed to start work and the notice to reduce resources and to end work. All payments under the contract resulting from this RFP shall be made only for services approved by the City's Director of Public Works & Emergency Management.

To be eligible for award of a contract in response to this RFP, the Proposer must demonstrate that it has successfully completed services, as specified in this solicitation and is normally and routinely engaged in performing such services and is properly and legally licensed to perform such work.

The selected firm must be experienced and knowledgeable in FEMA and Insurance reimbursement rules and procedures and must demonstrate such to the City in its proposal and subsequent selection process

presentations. The selected firm must also demonstrate experience and knowledge of state, local and federal environmental regulating and permitting agencies. The selected firm will be responsible for staying current with all FEMA and other agencies' guidelines and regulations and will be responsible for advising the City from beginning to end to ensure maximum financial recovery for the City.

The City has a separate contractor for Disaster Debris Monitoring Services.

2. BACKGROUND

The City of Destin is located in Okaloosa County, Florida. It is a coastal community bordered by Choctawhatchee Bay to the north and the Gulf of America to the south.

In the past, the City of Destin has been struck by several hurricanes. Most recently, the City was severely impacted by two major hurricanes, Ivan in 2004 and Dennis in 2005.

To facilitate timely recovery from such events, the City is seeking a highly experienced and highly qualified Disaster and Debris Management Contractor to provide recovery services to the community should disaster strike.

3. DEFINITIONS

3.1. **Choke Point** means an inspection site where all trucks must pass.

3.2. **Clean-as-you-go Policy** means clearing all debris from each street or work zone on the first pass, whenever possible.

3.3. **Construction and Demolition Debris (C&D Debris)** means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly as found in Chapter 62-701, Florida Administrative Code.)

3.4. **Debris** means all forms of disaster-related debris, including Vegetative Debris and Mixed Debris.

3.5. **Debris Management Contractor (DMC)** means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

3.6. **Debris Monitor** means the firm retained by the City to monitor the DMC's activities pursuant to its contract with the City and to ensure compliance with FEMA requirements.

3.7. **Director of Public Works & Emergency Management** means the City's representative duly authorized by the City Manager to provide direction to the DMC regarding services provided pursuant to this RFP and resulting contract.

3.8. **Disaster Debris Management Site (DDMS)** means the temporary site approved by the City and by FDEP to process debris for reduction before final disposal.

3.9. **Electronic Waste (E-Waste)** means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

3.10. **Eligible Debris** as determined by FEMA Section #325 Debris Management Guide and other applicable regulations means debris resulting from a Presidentially declared disaster whose removal, as determined by the City Manager or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.

3.11. **Federal Aid Eligible Roads** means roads that are paved, gravel or dirt and are eligible for repair or replacement.

3.12. **FDEP** means the Florida Department of Environmental Protection.

3.13. **FDOT** means the Florida Department of Transportation.

3.14. **FEMA** means the Federal Emergency Management Agency.

3.15. **FHWA** means the Federal Highway Administration.

3.16. **Global Positioning System (GPS)** means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.

3.17. **Hazardous Stump** means an uprooted tree or stump (i.e., 50% or more of the root ball is

exposed) on a public right-of-way, improved public property, and the exposed root ball poses an immediate threat to life, public health and safety.

3.18. **Hazardous Waste** means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

3.19. **Household Hazardous Waste** means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

3.20. **Mixed Debris** means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

3.21. **Notice to Proceed** means the written notice given by the City Manager (or designee) to the DMC of the date and time for work to start.

3.22. **NRCS** means Natural Resources Conservation Service.

3.23. **OSHA** means the U.S. Department of Labor's Occupational Safety and Health Administration.

3.24. **Project Manager** means the DMC's representative authorized to make and execute decisions on behalf of the DMC.

3.25. **Vegetative Debris** means clean, woody debris and other organic materials that can be chipped and mulched.

3.26. **White Goods** means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers, and HVAC units.

4. GENERAL REQUIREMENTS

4.1. DMC shall supply all labor, supervision, materials, equipment, facilities, power, communications, provisions, and other services and supplies necessary for, or incidental to, the performance of debris removal and disposal services as described in this RFP, in accordance with all laws, regulations

and FEMA requirements. Any and all services provided by DMC and labor, materials and equipment used by DMC, and its subcontractors, must comply fully with all Federal, State and local laws, regulations and guidance.

4.2. DMC shall submit with its response to this RFP an operational plan to demonstrate compliance with the proposal specifications.

4.3. DMC shall disclose current debris management contractual obligations for counties and municipalities located along the gulf coast of Florida and Alabama with their proposal and provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under this contract. Such disclosure shall be provided in report form listing the number of accounts individually, by population served, and percentage of DMC available resources committed to these other accounts. The expectation is that in the event of a disaster, DMC shall prioritize service to the City of Destin.

4.4. DMC's Project Manager, or a higher-ranking decision-making designee, shall be physically present in Destin within forty-eight (48) hours after a request for services in the aftermath of a disaster. DMC's duties shall include, but are not limited to, assisting in the impact assessment and required resources; assessing damage; ordering and staging equipment and supplies; and assisting in coordinating the action plan to be operational within the first seventy-two (72) hours.

4.5. DMC shall commence debris management services within seventy-two (72) hours of issuance of Notice to Proceed. DMC shall mobilize a minimum of fifty percent (50%) of the required resources within seventy-two (72) hours of issuance of Notice to Proceed and one hundred percent (100%) of the required resources within one hundred forty-four (144) hours. The City may issue Notice to Proceed prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations.

4.6. Reserved.

4.7. DMC shall provide a Clean-as-you-go Policy and supervise and enforce such policy during debris management operations.

4.8. DMC shall provide the following annual services at the DMC's expense:

4.8.1. Prior to each hurricane season (preferably in May) the DMC shall arrange for a meeting to discuss action plans in the event of a disaster.

4.8.2. DMC shall provide phone consultations and reference information to City staff upon request.

4.9. DMC shall notify the City within twenty-four (24) hours of any Notices of Violation or other notice of any legal or regulatory actions taken against DMC or its subcontractors while conducting work within the scope of this contract. DMC shall be responsible for responding to and completing any corrective

action necessary in response to such notice, and for any fines resulting from any violations of Federal, State or local laws or regulations.

4.10. To the extent required by applicable federal and state regulations, the City must approve all of DMC's subcontractors prior to their providing service. DMC shall not use a subcontractor or material supplier to whom the City reasonably objects. At the annual meeting between the DMC and the City, the DMC shall supply the City a list of local individuals and firms under contract. All debris management subcontractors shall work for the DMC rather than the City. All subcontractors will operate in strict accord with local, State, and Federal laws governing the type of work to be performed.

4.11. DMC agrees to hire or contract with willing local individuals and firms to provide labor and equipment for emergency services and to give local firms working within the City and/or Okaloosa County the first opportunity when awarding subcontracted work. Small Business Enterprises (SBE) should be considered first.

5. DEBRIS REMOVAL

DMC shall provide debris collection and removal activities including, but not limited to, the following types of tasks:

5.1. **FEMA Compliance** – DMC shall work closely with the City's Debris Monitor to ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos. DMC's failure to utilize federally-approved documentation while performing work may result in nonpayment of services to the DMC by the City.

5.2. **Debris Removal from Public Rights-of-Way** – As identified and directed by the City, DMC shall provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the City rights-of-way and public property. Vegetative Debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner and shall be handled separately from Mixed Debris.

5.3. **Multiple Schedule Pass** – DMC shall make as many passes as necessary, unless otherwise directed by the City's Director of Public Works & Emergency Management, to collect all Vegetative Debris and Mixed Debris set out by residents for collection within the rights-of-way from both sides of the roadway. DMC shall not move from one designated work area to another designated work area without approval from the Debris Monitor or City's Director of Public Works & Emergency Management.

5.4. **Security of Debris during Hauling** – DMC shall secure debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, DMC shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, DMC will survey the primary routes used by DMC for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadways.

5.5. Damage by DMC – DMC shall restore and/or repair, at DMC’s expense, all damaged infrastructure (curbs, sidewalks, water meters, utility lines, etc.) if the damage is caused by DMC’s activities. DMC is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways and sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of DMC, such property shall be restored by DMC at its expense to a condition similar or equal to that existing before such damage or injury, or DMC shall repair such damage in a manner acceptable to the City’s Director of Public Works & Emergency Management. DMC shall respond to complaints immediately or within twenty-four (24) hours and repair any damage within the timeframe established by the City. In the event DMC fails to respond in a timely manner, the City may respond and perform damage repairs as necessary and all costs for labor, equipment and supplies shall be deducted from the DMC’s invoice. Additionally, DMC’s continuous and repetitive incidents of “failure to respond” as contracted, may be considered cause to cancel this contract.

5.6. Eligibility of Debris – The City’s Director of Public Works & Emergency Management or Debris Monitor will have load site monitors stationed at designated Choke Points. The City’s Director of Public Works & Emergency Management or Debris Monitor will also have roving monitors that will observe DMC operations to ensure that only Eligible Debris, as determined by FEMA regulations, is removed from the specified locations as designated. Each truck that is observed picking up material outside of the designated rights-of way or assigned work zone, or material that is classified as ineligible, will have all loads hauled that day deducted and the load tickets invalidated. DMC shall be responsible for any hauling, processing and disposal costs charged to the City by that truck during that day.

5.7. Interference with Disaster Recovery Efforts – DMC shall conduct its work so as not to interfere with the disaster response and recovery activities of Federal, State and local government or agencies, or of any public utilities.

5.8. Accumulation of Debris – No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the City’s Director of Public Works & Emergency Management. Under no circumstances shall the accumulation of brush, limbs, cut trunks, logs, or other debris be allowed on a public right-of way in such a manner as to result in a hazard to the public.

5.9. Monitoring of DMC Removal Activities – The City’s Director of Public Works & Emergency Management and Debris Monitor will monitor all DMC operations. DMC is expected to work closely with the Debris Monitor and has the responsibility to follow FEMA procedural protocol and guidelines, obtaining all required documentation during the performance of work. Each truck driver will be given a load ticket that validates where the material originated. The estimated quantity will be recorded on the load ticket and a copy of the load ticket will be given to the truck driver.

6. ADDITIONAL SERVICES

At negotiated pricing at the time of the need, the DMC may be requested to perform the services

detailed below:

6.1. **Demolition of Structures, Debris Removal from Private and Publicly Owned Property** – Should an imminent threat to life, safety and health to the general public be present on private property (right-of-entry program) or publicly owned property other than rights-of-way, the City may negotiate with the DMC for demolition services to remove and relocate the debris to the public rights-of-way. This service shall commence upon authorization of the City and upon receipt of completed right-of-entry forms, hold harmless agreements, non-duplication agreements, and an address-specific Notice to Proceed, and subsequent approval of such Notice to Proceed by the City. DMC shall place all debris collected through this process in the public right-of-way, where the above Scope of Services (Debris Removal from Public Rights-of-Way) shall commence.

6.2. **Removal of Vehicles and Vessels** – DMC, as directed by the City, shall remove vehicles and vessels from land and waterways. DMC shall seek to obtain three (3) quotes for such work and select a subcontractor upon approval by the City's Director of Public Works & Emergency Management.

6.3. **Dead Animal Carcasses** – DMC shall collect, transport and dispose of dead animal carcasses including, but not limited to, dead livestock, poultry and large animals, in any permissible manner consistent with Federal, State and local laws and regulations.

6.4. **White Goods** – DMC should expect to encounter White Goods available for disposal. DMC shall remove and recover Freon from any White Goods, such as refrigerators, freezers or air conditioners, in accordance with applicable regulations. DMC shall recycle all eligible White Goods in accordance with all Federal, State and local laws and regulations. White Goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling or recycling.

6.5. **E-Waste** – DMC shall remove, haul and recycle in any permissible manner consistent with Federal, State and local laws and regulations, E-Waste from public property and rights-of-way.

6.6. **Other Services as Requested** – DMC shall also provide other related services as requested by the City.

7. DOCUMENTATION MANAGEMENT AND SUPPORT

DMC shall provide data management and support to the City during the emergency recovery effort including, but not limited to, the following:

7.1. DMC shall utilize load tickets provided by the Debris Monitor to track and document the removal and management of Eligible Debris. DMC shall ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies.

7.2. Each load ticket shall contain the following information:

7.2.1. Prime Contractor name.

- 7.2.2. City contract/Disaster number.
- 7.2.3. Load ticket number.
- 7.2.4. Sub-Contractor name.
- 7.2.5. Truck Driver name.
- 7.2.6. Date and time of pick up.
- 7.2.7. Date and time of delivery.
- 7.2.8. Pick up location (street address or primary street between specific area).
- 7.2.9. Loading Zone Number
- 7.2.10. Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
- 7.2.11. Truck ID number and capacity.
- 7.2.12. Total cubic yards picked up.
- 7.2.13. Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
- 7.2.14. Delivery site.
- 7.2.15. Load Monitor Printed Name and Signature.
- 7.2.16. Dump Monitor Printed Name and Signature.
- 7.2.17. GPS.

7.3. Load tickets will be issued by the Debris Monitor or City personnel prior to departure from the loading site or upon arrival at the DDMS staging area. The City's Debris Monitor will keep two (2) copies of the load ticket and the vehicle operator will retain the remaining copies for DMC's records. DMC will scan all load tickets. DMC shall provide scanned copies of all load tickets, as well as a spreadsheet itemizing all load tickets, every thirty (30) days or more frequently as requested by the City's Director of Public Works & Emergency Management.

7.4. DMC shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placards shall also include the wording "City of Destin Emergency Debris Contractor" and the DMC's name.

7.5. DMC shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.

7.6. DMC will work closely with the City and applicable Federal, State and local agencies to ensure that the City's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. DMC shall provide to the City all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. DMC shall provide hard copies and electronic scanned documents with an itemized spreadsheet. DMC shall assist the City in preparing Federal and State reports and

applications for reimbursement, including training agency/department employees. DMC shall review all reimbursement applications prepared by the City or Debris Monitor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the City or Debris Monitor of any recommended changes, corrections, alterations or deletions. DMC shall assist, as directed by the City, in responding to Federal and State agency requests for additional information and in negotiations with Federal and State officials. DMC shall retain all documentation and records for a minimum of ten (10) years.

7.7. DMC shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets within forty-eight (48) hours.

7.8. DMC shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity; location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. DMC shall provide the value of the salvaged or recycled material back to the City as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to DMC by the entity accepting the material for salvage or recycling.

8. STAFF AND EQUIPMENT REQUIREMENTS

8.1. DMC shall have a professional staff with the knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP, FFWC and other applicable Federal, State or local agency regulations and policies is required.

8.2. DMC shall ensure that its work force, including subcontractors, maintains self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food, and related accommodations in a manner that is consistent with local requirements and minimizing adverse effects on the community. Employee overnight camping must be approved by the City's Director of Public Works & Emergency Management.

8.3. DMC shall employ a Project Manager and an Operations Manager, both fluent in English, who shall be accessible and shall have full authority to act on behalf of DMC and to address and resolve issues that may arise during the course of the work. All communications given to the Project Manager or Operations Manager in writing by the City's Director of Public Works & Emergency Management shall be as binding as if given to DMC. The City expects the DMC to dedicate key employees to this contract for a minimum period of one year in order to fully understand the scope and responsibilities as a first responder.

8.4. The Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall be available by cell phone. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, DMC shall provide its Project Manager and Operations Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the City.

8.5. DMC's Operations Manager shall coordinate daily with the City's Director of Public Works &

Emergency Management and Debris Monitor, and shall comply with all directions and guidance provided by Federal or State representatives.

8.6. DMC must attend any and all meetings required by the City's Director of Public Works & Emergency Management to evaluate the debris removal and disposal operations.

8.7. All equipment and equipment operators used in the performance of this contract must be in compliance with all applicable Federal, State, and local rules and regulations.

8.8. Prior to start of work, DMC shall submit, electronically and in hardcopy to the City and Debris Monitor, certification indicating the type of vehicle; make; model; license plate number; DMC equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with Federal or State requirements. The measured volume shall be calculated from actual physical measurement performed by DMC and the reported volume shall be the same as shown on the signs affixed to each piece of equipment. DMC and Debris Monitor or City's Director of Public Works & Emergency Management shall jointly measure the volume of each piece of equipment calculated from actual interior bed measurements.

8.9. Per FEMA policy, mechanically loaded vehicles are preferred for debris removal. Handloaded vehicles are prohibited unless pre-authorized, in writing, by the City's Director of Public Works & Emergency Management or Debris Monitor. The observed capacity of all hand-loaded trucks and trailers shall be reduced by fifty percent (50%) to account for low compaction.

8.10. All trucks and trailers utilized in transporting debris shall have a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. All trucks and trailers should be capable of rapidly dumping its load without the assistance of other equipment. Subject to approval by the City, sideboards or other extensions to the bed are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe operating conditions. Vehicles must be re-measured and re-marked if sideboards or extensions are removed or if the vehicle is similarly altered. Vehicle load tarps may be required before the recovery period is complete.

8.11. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively sized equipment (100 cubic yards and up) or non-rubber tired equipment must be approved for use on the road by the City's Director of Public Works & Emergency Management or Debris Monitor.

8.12. All equipment used in the performance of this contract shall be in good operating condition. All equipment, including but not limited to grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning accurate hour meter.

8.13. Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. DMC shall not solicit work from private citizens or others to be

performed in the designated work area during the period of this contract. Under no circumstances will DMC mix debris hauled for others with debris hauled under this contract. DMC and subcontracted employees are strictly prohibited from engaging in scavenging.

8.14. DMC shall be responsible for obtaining sites to stage equipment, such as trucks, when not in use.

9. REPORTING

DMC shall submit periodic, written reports, in a format required by the City, documenting the progress of debris removal and disposal. These reports shall include, but are not limited to, the following:

9.1. **Daily Reports** – DMC shall make daily reports to the City to detail the progress of debris removal and disposal operations. Such reports shall include (1) a description of all areas where work was done, detailing street names and address blocks where debris removal was completed during each pass; (2) types and volumes of debris transported, reduced and disposed; (3) the number of trucks, other equipment and personnel utilized that day; and (4) other operational and complaint tracking information as requested by the City. The format of the reports shall be developed during the pre-event planning and coordination phase.

9.2. **Weekly Summaries** – DMC shall submit, within two days of the close of the week, a summary of all information contained in the daily reports as described above. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel. The submitted electronic weekly data will include DMC or subcontractor name, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable), field monitor name/number, tower monitor name, debris materials categorization, location of collection (e.g., ROW), etc.

9.3. **Damage Reports** - DMC shall notify the City's Director of Public Works & Emergency Management, on a daily basis, of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.

9.4. **Data Reconciliation** – Reconciliation of data will be accomplished weekly between DMC and the City's Director of Public Works & Emergency Management or Debris Monitor. All discrepancies will be resolved within five (5) days.

9.5. **Final Project Closeout** – Within thirty (30) days of final inspection and/or closeout of the project by the City, DMC shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to, the total volume by type of debris hauled, reduced and/or disposed; final disposal locations and amounts of the debris delivered to each; and the total cost of the project invoiced to the City. DMC shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors to DMC have been fully paid. DMC will provide any other additional information as may be necessary to adequately document the conduct of the debris

management operations for the City. Final project reconciliation must be approved by the City.

9.6. **Report Maintenance** – DMC will be subject to audit by Federal, State and local agencies. DMC shall maintain all reports, records, debris reporting tickets and correspondence related to this contract for a period of not less than ten (10) years.

10. OTHER OPERATIONAL CONSIDERATIONS

10.1. **Inspection** – All emergency debris shall be subject to inspection by the Debris Monitor, City's Director of Public Works & Emergency Management, or any public authority in accordance with generally accepted standards to insure compliance with the contract and applicable Federal, State and local laws and regulations. DMC shall, at all times, provide the Debris Monitor and City access to all work sites and disposal areas.

10.2. **Working Hours** – Unless otherwise approved by the City, all activity associated with gathering, loading and hauling debris shall be performed during visible daylight hours. DMC may work during these hours seven (7) days per week, including holidays. DMC shall mandate employee rest breaks and meal time when hourly rates apply and such time shall be posted on invoice. It is expected that DMC shall work daily until project completion. Holiday leave and closure may be authorized based on operational needs and with City approval. DMC shall be responsible to coordinate with the City's Director of Public Works & Emergency Management in the event weather conditions delay or modify the daily schedule.

10.3. **Traffic Control** – DMC shall mitigate the impact of its operations on local traffic to the fullest extent practicable. DMC is responsible for establishing and maintaining appropriate traffic controls in all work areas. DMC shall provide sufficient signage, flags, barricades and appropriate public safety personnel to ensure the safety of vehicular and pedestrian traffic in all work areas.

11. TECHNICAL ASSISTANCE

DMC may be requested by the City to provide technical expertise and guidance to support the City during the emergency recovery effort including, but not limited to, the following:

11.1. Assisting in emergency debris recovery planning efforts such as disaster recovery plan development and identification of adequate resources.

11.2. Assisting in determining and assessing the impact and magnitude of the emergency event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-emergency damage and emergency-generated damage, documenting eligible costs, and describing the physical and financial impact of the emergency.

11.3. Providing training sessions for key City personnel.

11.4. Assisting with developing, producing or distributing public information.

12. PRICING

Proposers shall provide all-inclusive unit prices that include supplying all equipment, tools, and labor necessary to perform the duties described in the proposal item. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control shall be included in the prices. Disposal costs must be documented and shall be a pass-through cost to the City without markup by the DDC. Prices must be provided on the EXHIBIT "A" Price Proposal Form for proposal items or Proposer may be deemed nonresponsive.

12.1. For collection and removal from the rights-of-way, proposal prices vary with the distance between the pickup location and DDMS location as detailed on the Price Proposal Form. Invoices will be paid based on the incoming load tickets.

12.2. For haul-out of processed debris from the DDMS, proposal prices vary with the distance between the DDMS location and final disposal site as detailed on the Price Proposal Form. Invoices to be paid based on outgoing load tickets.

12.3. DMC will pay disposal fee, if applicable, at final disposal site(s) and bill the City at cost. DMC will likewise reimburse City for any revenue received for salvaged or recycled materials.

12.4. In addition, the Proposer shall provide the cubic yard rate for management of the DDMS as detailed on the Price Proposal Form.

13. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2) additional one-year terms, providing all terms, conditions and specifications remain the same, and both the City and DMC agree to the extension.

14. INVOICES

The DMC should submit regular invoices for no more than 30-day periods. Invoice format and documentation should be acceptable for FEMA reimbursement. Timely invoicing is beneficial for both City and DMC. Invoices should be submitted within 60 days of service to reconcile with supporting documentation prior to payment disbursement.

15. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

The DMC agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option. The City may require additional items or services of a similar nature, but not specifically listed in the contract. The DMC agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is

the same or similar to that used in establishing the prices in their proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the DMC thirty (30) days written notice.

16. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If the DMC and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the DMC will submit a revised budget to the City for written approval prior to proceeding with the work. If the DMC and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the DMC will submit a revised budget to the City for written approval prior to proceeding with the work.

17. SUBSTITUTION OF PERSONNEL

In the event the DMC wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the DMC is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the DMC to resolve the situation to the City's satisfaction, provided, however, that the DMC shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

18. SUBCONTRACTORS

If the DMC proposes to use subcontractors in the course of providing services to the City, this information shall be a part of the proposal response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require the DMC to replace subcontractor with one that meets City approval. The DMC shall ensure that all DMC subcontractors perform in accordance with the terms and conditions of the Contract. The DMC shall be fully responsible for all of the DMC subcontractors' performance, and liable for any of the DMC subcontractors' non-performance and all of the DMC subcontractors' acts and omissions. The DMC shall defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any DMC subcontractors for payment for work performed for the City. The DMC shall require all of its subcontractors to provide the same coverage that is required for the DMC, as well as any other coverage that the DMC may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the DMC.

19. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the DMC and shall be repaired and/or replaced at no additional cost to the City.

20. SAFETY

The DMC and its subcontractor(s) shall adhere to the **Florida Department of Transportation's Manual on Uniform Traffic Control** for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the DMC to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

21. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its' contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the **State of Florida Executive Order Number 11-02 "Verification of Employment Status"**) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. **U.S. Department of Homeland Security's E-Verify System Affirmation Statement** should be completed and submitted with Proposer's response to this RFP.

PROPOSAL REQUIREMENTS

The Proposer interested in responding to this RFP must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process. A checklist of required documents has been provided above.

All proposals should be addressed and be tabbed/indexed as outlined below:

Title Page: RFP #25-05-PW “Three-Year Prepositioned Contract For Disaster Debris Management Services”, name of proposer, date

Tab 1 - Table of Contents: Include a clear identification of the material included in the proposal by tab number and page number.

Tab 2 - Letter of Interest: Limit to two (2) pages.

1. Attach a letter of interest that explains your firm’s interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
 - a. Include firm size
 - b. Range of services
 - c. Years of experience that the proposer has in providing similar services.
 - d. Summary of abilities and experience of the firms’ professional personnel (More detail to be provided in **Tab 3 - Experience and Ability**)
 - e. Summary of past performance of the firm on similar projects (More detail to be provided in **Tab 5 - Previous Experience**)
 - f. Recent, current, and projected workload of the firm, and availability and access to the firms’ top level management personnel.
 - g. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Destin.

Tab 3 - Experience and Ability

(5 points)

The relative experience and qualification of each respondent’s proposed team. This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

1. Describe the firm’s background, history and overall experience.
2. Describe the firm’s expertise and experience in performing proposed work.
3. Describe the firm’s experience in filing and receiving Federal and State reimbursements.
4. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA

National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor's Hurricane Conference training/instructor.

5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.
6. Identify location of the office responsible for this project, the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning and administration of the project.
7. Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work.
8. Provide resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work.
9. Explain the ability and experience of the field staff with specific attention to project related experience.
10. For Office Staff and On-site Staff show the organization chart as it relates to the project, indicating key personnel and their relationship.
11. If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the proposal response. Package should also include a list of subcontractors proposed to work on the project including professional services, along with their abilities and qualifications as related to the project's specific requirements and their ability to accomplish the project.
12. List of current and future debris management contractual obligations with their current status and projected termination dates.
 - a. Provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under this contract.
 - b. Plan for managing multiple Florida and Alabama based debris management contracts
 - c. Proposer must currently have a minimum of three (3) full-service Disaster Debris Management contracts in place in which (1) the Bidder is the primary contractor; and (2) the contract is with a government entity with a population of at least 10,000 residents.

Tab 4 – Operational Plan

(5 points)

The Operational Plan shall demonstrate the proposer's compliance with the bid specifications and demonstrate their understanding of the requirements and needs of this project.

1. The Operational Plan shall clearly address all aspects of the project proposed; including debris management services, pre-planning services, operating plan, mobilization time frames, staffing, management, employee training, quality assurance, quality control, assistance with FEMA Reimbursement, etc.
2. Organizational structure of firm; chain of command; subcontractor's plan.
3. Define methods used to complete assigned tasks.
4. Please clearly describe all aspects of the project proposed.
5. Include details of your approach and work plans.
6. Identify any issues or concerns of significance that may be appropriate.

Tab 5 - Previous Experience**(5 points)**

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein.

1. Confirm that the Proposer is currently, and has been conducting business as, a full- service Disaster Debris Management Contractor for the last ten (10) consecutive years. References should reflect this.
2. Demonstrate that the Proposer has experience performing work as a primary contractor on Disaster Debris Management projects exceeding twenty-five million dollars (\$25,000,000) per event.
3. Details of References should include the following:
 - a. Name and location of the project
 - b. Provide a detailed description of the comparable projects (similar in scope of services to those requested herein).
 - c. Nature of the firm's responsibility on the project
 - d. Project owner's representative name, address, phone number, and e-mail address
 - e. Project duration and the date the project was completed or is anticipated to be completed.
 - f. Size of project including number of residents
 - g. Cost of project
 - h. Work for which staff was responsible
 - i. Contract Type
 - j. The results/deliverables of the project

Tab 6 - Financial Capability**(5 points)**

The firm's financial capability is to be addressed and should indicate the resources and the necessary working capital to assure financial stability through to the completion of the project. Proposer must provide the following required documentation related to the firm's financial stability:

1. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for multiple projects during the same time period.

Tab 7 – Project Cost**(10 points):****Tab 8 – Business Structure & Professional Registration Certificates:**

1. Proposer must provide proof that it is properly and legally licensed to perform Disaster and Debris Management Services.
2. Firms must be registered at the time of application to legally practice their profession in the State of Florida and with the appropriate State Board governing their services.
3. If the firm offering services is a corporation, or joint venture, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm's current Florida Corporate Charter.

Tab 9 – Additional Information: Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

Tab 10 – Required Proposal Forms

1. Signature Sheet
2. Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying
3. 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
4. 52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
5. Drugfree Workplace Certificate
6. Bidders List Form
7. Anti-Collusion Affidavit
8. Anti-Kickback Affidavit
9. Anti-Human Trafficking Affidavit
10. Public Entity Crimes Statement
11. Acknowledgement of addenda

Proposal Form

- a. Signature page shall be signed by the contact person authorized to represent the contractor.
- b. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- c. Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- a. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible, clearly describing the details of services that the Proposer intends to provide.**
- b. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria:

Criteria Points (1-5 points each)

Project Cost (x2)	10 points
Experience and Ability	5 points
Operational Plan	5 points

Previous Experience	5 points
Financial Capability	5 points
Total	30 points

Scoring Guidance

5 points: Meets the requirement 100%.

4 points: Some minor gaps but substantially meet the requirements.

3 points: More moderate gaps and does not meet the requirements.

2 points: Only partially meets the requirements.

1 point: Does not meet the requirements at all.

c. In the event that there are more than three (3) proposers, the Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. Then the Evaluation Committee may schedule a second meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.

d. The Evaluation Committee will make a recommendation to the City Council for the award of contract(s). The City intends to award contracts to a Primary and a Secondary DMC. The contract(s) shall be awarded to the most responsive/responsible proposer(s) whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawing a Proposal does not prevent proposer from submitting a new one before the deadline. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct

Proposal is not similarly evident, then Proposer may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Proposer will be disqualified from further bidding on the subject Contract.

To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

CITY reserves the right to reject the Proposal of any Proposer if CITY believes that it would not be in the best interest of the CITY to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

The Contract shall be awarded by City's Commission to the responsible Proposer whose Proposal is determined to be the most advantageous to CITY, taking into consideration the evaluation factors and criteria set forth in the Evaluation of Proposals.

e. Criteria Descriptions

Price Proposal

- Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.
- Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?
- Did bidder provide all the requested cost information?
- How competitive is the price proposal compared to the others received?

Experience & Ability

- Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?
- Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?
- Do financial qualifications clearly demonstrate the financial stability of the company?

Project Approach and Performance Differentiators

- Does the submittal include detailed information that demonstrates the bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
- Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
- Has bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain the approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?

- Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
- Is contractor's schedule and availability practical and meet project requirements?

Past Performance

- Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?
- Basis of evaluation:
 - A pattern of successful completion of work
 - A pattern of work identical to, similar to, or related to the work the project requires.
 - Ability shown through workmanship provided on other projects.
 - Did the bidder provide references, did they demonstrate the company's quality of work?

Financial Capability

- Evidence of a strong financial position (e.g., audited financial statements, balance sheets, or income statements for the past 2–3 years).
- Credit ratings or lines of credit from financial institutions.
- Demonstrated ability to manage cash flow during multi-phase or large-scale projects.
- Bonding Capacity
 - Proof of bonding capacity and ability to obtain performance/payment bonds if required.
 - Statement from a surety company verifying bonding limits.
- Access to Operating Capital
- Documentation of available capital or financial resources to support the startup, ongoing operations, and any unforeseen costs associated with disaster response.
- Litigation or Bankruptcy History
 - Disclosure of any past or current bankruptcies, lawsuits, liens, or judgments that may affect financial integrity or stability.
- Concurrent Project Load
 - Description of the firm's current and anticipated workload.
- Evidence that the firm can financially handle simultaneous commitments (e.g., multiple active contracts) without overextending resources.

SCHEDULE OF EVENTS

Date	Activity
March 27, 2025	Publish RFP
April 10, 2025, 2 p.m.	Questions due
April 24, 2025, 2:00 p.m.	Proposals due
Week of April 24, 2025	Distribution of Materials for Review
May 1, 2025, 2 p.m. City Hall Board Room 4200 Indian Bayou Trail Destin, FL 32541	Evaluation Committee Meeting Ranking / Shortlisting Proposals
May 19, 2025, 6 p.m. City Hall Annex, Council Chambers 4100 Indian Bayou Trail, Destin, FL 32514	Recommendation of Contract Award to City Council, possible award

All times are Central Daylight Savings time.

RFP# 25-05-PW PROPOSAL

THREE-YEAR PRE-POSITIONED CONTRACT FOR DISASTER
DEBRIS MANAGEMENT SERVICES

Signature Sheet

The undersigned, as Proposer, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Destin, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the specifications.**

Legal Name of Firm: _____

Signature: _____

Name (type/print): _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax No.: _____ Date: _____

Email Address: _____

PRICE PROPOSAL FORM

The Price Proposal Form for RFP # 25- xx is attached as EXHIBIT “A”.

All Proposers **must fill out the Price Proposal Form** (EXHIBIT “A”) and submit the completed and signed form with the Proposal.

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

- A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
- B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

- A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: _____

Date: _____

Authorized

Signature: _____ Printed Name: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Company Name

Authorized Signature

Printed Name

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

BIDDERS LIST FORM

The City of Destin is required per 49 CFR 26. 11 (c) to create and maintain a comprehensive Bidders List. The Bidders List Form will be used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non- DBEs, and will assist with establishing the agency's annual DBE goal. Each Bidders List is a compilation of bidders, proposers, quoters, subcontractors, manufacturers, and suppliers of materials and services who have submitted bids during the advertising period of a specific project. Please provide the following mandatory data:

Part A: Business Data

Business Name: _____

Business Address: _____

Street

City

State

Zip

County Business is located in: _____

Name of Contact Person: _____

Phone: () _____ Fax: () _____

Email Address: _____

Is this business certified as a Disadvantaged Business Enterprise? Yes No

Business Annual Gross Receipts (check one):[] Less than \$500,000 [] \$500,000 to \$1,000,000
[] \$1,000,000 to \$2,000,000 [] \$2,000,000 to \$5,000,000 [] Over \$5,000,000

Age of Business: _____ Years _____ Months

Part B: Project and Work Description

RFP # _____ Project Name: _____

Provide brief description of scope of work, services, and/or materials to be performed/furnished:

Will you subcontract any of your work? Yes* No

(* If "Yes," the subcontractor(s) must complete an individual Bidders List Form also.)

Part C: Signature

The undersigned declares that the information set forth on this page is current, complete and accurate.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF DESTIN NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA COUNTY OF
OKALOOSA

_____, being first duly sworn, deposes and says that:

1. (S)He is _____ of _____, the Proposer that has submitted the attached Proposal;
2. (S)He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the Proposer nor anyone acting on behalf of the Proposer, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has be submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Destin, Florida or any person interested in the proposed Contract; and,
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or anyone acting on his/her/its behalf.

(Signature)

(Title)

Subscribed and Sworn to before me of this _____ day of _____, 20____.

(Notary's Signature)

(Notary's Stamped or Printed Name)

Notary Public, in and for _____ County,
My commission expires:_____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**SWORN STATEMENT UNDER SECTION 287.113(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____.

2. This sworn statement is submitted by _____
[name of entity submitting sworn statement]

whose business address is _____
and (if applicable) its Federal Employer

Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security number of the individual signing this sworn statement: (_____.))

3. My name is _____ and my relationship to
[please print name of individual signing]
the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's-length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States, with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

__The person or affiliate was placed on the convicted vendor list. There has been subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

____The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

(Signature)

(Title)

Subscribed and Sworn to before me of this _____ day of _____, 20____.

(Notary's Signature)

(Notary's Stamped or Printed Name)

Notary Public, in and for _____ County,
My commission expires: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

FEDERAL CONTRACT PROVISIONS COPELAND "ANTI-KICKBACK" ACT

(Reference: 2 CFR § 200 Appendix II(D), 29 CFR parts 3 & 5)

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

(Signature)

(Title)

Subscribed and Sworn to before me of this ____ day of _____, 20__.

(Notary's Signature)

(Notary's Stamped or Printed Name)

Notary Public, in and for _____ County,
My commission expires: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**CITY OF DESTIN
ANTI-HUMAN TRAFFICKING AFFIDAVIT**

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title) on behalf of
_____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name:

Title:

Nongovernmental entity:

Date:

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me _____ in person or _____ remote notarization by _____
as _____ on behalf of _____, who is personally
known to me or who produced _____ as identification this _____ day of
_____, 202____.

Notary Public

(Notary Seal)

PROPOSAL RFP# 25-05-PW

THREE-YEAR PRE-POSITIONED CONTRACT FOR DISASTER DEBRIS
MANAGEMENT SERVICES

EVALUATION SHEET

Name of Firm(s): _____

Reviewer: _____

	Possible <u>Points</u>	Points <u>Given</u>
1. Experience and Ability:	20	_____
2. Operational Plan:	20	_____
3. Previous Experience:	20	_____
4. Financial Capability:	10	_____
5. Project Cost:	30	_____
TOTAL POINTS	100	_____

Comments:

EXHIBIT A

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES RFP# 25-05-PW

COST PROPOSAL

Items will be used for evaluation purposes only. Quantities are not guaranteed and are used for evaluation purposes only. Prices shall be all-inclusive of requirements as defined in the scope of work. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead, and profits.

ELIGIBLE VEGETATIVE DEBRIS REMOVAL Work consists of the collection of transportation of Eligible Vegetative Debris on the ROW to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles		3,940,000	
16-30 miles		500,000	
31-60 miles		50,000	
61+ miles		10,000	

ELIGIBLE C&D DEBRIS REMOVAL Work consists of the collection of transportation of Eligible C&D Debris on the ROW to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles		50,000	
16-30 miles		700,000	
31-60 miles		700,000	
61+ miles		50,000	

ELIGIBLE DEMOLITION, REMOVAL, TRANSPORT AND DISPOSAL OF NON-RACM STRUCTURES Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles		10,000	
16-30 miles		90,000	

31-60 miles		90,000	
61+ miles		10,000	

ELIGIBLE DEMOLITION, REMOVAL, TRANSPORT AND DISPOSAL OF RACM STRUCTURES Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles		10,000	
16-30 miles		90,000	
31-60 miles		90,000	
61+ miles		10,000	

DDMS SITE MANAGEMENT, OPERATIONS AND REDUCTION Work consists of managing and operating DDMS sites and reducing Eligible disaster debris through grinding or source separation and reduction. Contractor shall provide certified scales and/or debris site towers as requested by City.	Price per CY	Estimated Total Units	TOTAL
Vegetative Grinding		4,400,000	

DDMS SITE MANAGEMENT AND REDUCTION OF VEGETATIVE DEBRIS THROUGH AIR CURTAIN INCINERATORS Work consists of managing and operating DDMS sites and reducing Eligible vegetative disaster related debris through air curtain incinerators. Contractor shall provide certified scales and/or debris site towers as requested by City.	Price per CY	Estimated Total Units	TOTAL
Vegetative Waste Only		50,000	

DDMS SITE MANAGEMENT AND REDUCTION OF VEGETATIVE DEBRIS THROUGH CONTROLLED OPEN BURNING Work consists of managing and operating DDMS sites and reducing Eligible vegetative disaster related debris through controlled open burning. Contractor shall provide certified scales and/or debris site towers as requested by City.	Price per CY	Estimated Total Units	TOTAL
Vegetative Waste Only		50,000	

HAUL-OUT OF REDUCED ELIGIBLE DEBRIS TO A COUNTY DESIGNATED FINAL DISPOSAL SITE Work consists of loading and transporting reduced Eligible disaster related debris from a City approved DDMS site to a City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles		100,000	
16-30 miles		450,000	
31-60 miles		450,000	
61+ miles		120,500	

REMOVAL OF ELIGIBLE HAZARDOUS LEANING TREES AND HANGING LIMBS Work consists of removing Eligible hazardous trees or limbs and placing them on the safest possible location on the ROW for collection under the terms and conditions of Scope of Services, Eligible Vegetative Debris Removal.	Price per Tree	Estimated Total Units	TOTAL
6" to 12" diameter		200	
13" to 24" diameter		500	
25" to 36" diameter		200	
37" to 48" diameter		100	
49" and larger diameter		50	

REMOVAL OF ELIGIBLE HAZARDOUS STUMPS Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved DDMS site or City Final Disposal Site. Contractor to backfill all stump holes.	Price per Stump	Estimated Total Units	TOTAL
25" to 36" diameter		100	
37" to 48" diameter		50	
49" and larger diameter		50	

TRANSPORT & DISPOSAL Work consists of the removal, transportation and disposal of Eligible Household Hazardous Waste (HHW). City to designate specific materials to be collected as part of HHW program.	Price per CY	Price Per LB	TOTAL
Cost Per Pound			

ELIGIBLE ROW WHITE GOODS DEBRIS REMOVAL Work consists of the removal of Eligible White Goods from the ROW to a designated City approved DDMS Site. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of Eligible White Goods from the designated County approved DDMS site to an approved designated facility for recycling. Contractor shall record any revenue resulting from recycling efforts as a credit to the City on invoices.	Price per Unit	Estimated Total Units	TOTAL
Refrigerators, freezers, and other items requiring refrigerant recovery and decontamination		500	
All other white goods		500	
		1000	

ELIGIBLE E-WASTE ITEM REMOVAL Work consists of the recovery and disposal of televisions, computers, computer monitors unless otherwise specified in writing by the City.	Price per Unit	Estimated Total Units	TOTAL
Cost per unit		500	

ELIGIBLE DEAD ANIMAL CARCASSES Work consists of the recovery and disposal of dead animal carcasses.	Price per Unit	Estimated Total Units	TOTAL
Small animals less than 100 pounds		950	
Large animals more than 101 pounds		50	
		1000	

WATERWAYS DEBRIS REMOVAL Work consists of the removal, transportation and lawful processing and/or disposal of debris collected from waterways and drainage systems to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
Cubic yard		10,000	

SOIL/SAND/BEACH SCREENING Work consists of the collection of Eligible debris laden sand from City beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand pile, transportation of sand back to the City beach and shaping sand to final grade	Price per CY	Estimated Total Units	TOTAL
Cubic yard		1000	

EXHIBIT "A" Price Proposal

PROPOSER:

RFP# 25-05-PW DISASTER DEBRIS MANAGEMENT SERVICES

FOR THE CITY OF DESTIN, FLORIDA

SIGNATURE: _____

Date: _____

Name:

Address:

Title:

City:

State:

Telephone:

Fax:

Email:

NOTICE TO BIDDERS
CITY OF DESTIN, FLORIDA
REQUEST FOR PROPOSALS NO. 25-05-PW
DISASTER DEBRIS MANAGEMENT SERVICES

Notice is hereby given that the City of Destin, Florida, is soliciting sealed proposals from qualified contractors to provide Disaster Debris Management Services in accordance with the specifications outlined in RFP# 25-05-PW.

The purpose of this Request for Proposals (RFP) is to establish a pre-positioned, as-needed contract with one or more qualified firms for the removal, processing, and lawful disposal of disaster-generated debris resulting from natural or manmade disasters. Services may include, but are not limited to: debris removal, hauling, reduction, disposal, beach sand screening, waterway debris removal, and associated FEMA documentation.

Sealed proposals must be received no later than 2:00pm Local Time on April 24, 2025, at:

City of Destin – City Hall
Attn: City Clerk
4200 Indian Bayou Trail
Destin, FL 32541

Proposals must be submitted in a sealed envelope clearly marked:
“RFP 25-05-PW – Disaster Debris Management Services”

A complete RFP package can be obtained by contacting the City Clerk’s office at cityclerk@cityofdestin.com or by calling 850-837-4242.

The City reserves the right to accept or reject any and all proposals, waive technicalities, and to award the contract in the best interest of the City of Destin.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 7, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.D.

TO: City Council

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

FROM: Daniel Butler, Principal Planner
Steve O'Connor, Deputy Community Development Director

DATE: March 31, 2025

SUBJECT: SUB-001448-2024 – Destin Cross Town Connector – Final Plat Approval

I. BACKGROUND: On Monday, March 3, 2025, the City Council approved the Destin Cross Town Connector Development Order (DO) and Major Subdivision Preliminary Plat. This project includes the subdivision of the parcels herein to establish City Right-of-Way (ROW) and associated parcels (to be rezoned at a later date), as well as construction of a road connecting Legion Drive to Azalea Drive and Benning Drive, and the associated site infrastructure.

II. DISCUSSION: The applicant, on behalf of the City of Destin, is requesting Final Plat approval for the Destin Crosstown Connector. The submitted Plat is in conformance with all applicable Florida State Statutes and City Codes. Aside from updated signature blocks, the plat document provided remains unchanged from the approved Preliminary Plat.

COMPREHENSIVE PLAN CONSISTENCY:

The proposed project is consistent with the following Comprehensive Plan policies:

Policy 2-1.1.1: Pursue Additional Road Corridor Improvements;

Policy 2-1.1.2: Relieve Congestion;

Policy 2-1.1.10: Prioritize Transportation Improvements; &

Policy 2-1.3.16: Develop Interconnected Street Network

A. Link to Strategic Goals / Objectives: II. Enhanced Quality of Life & Safety for Families.

III. Economic Development and Revitalization

IV. Effective, Efficient, & Aesthetically Pleasing Infrastructure

V. Improve Mobility & Connectivity

B. Effect on Budget (EOB): The project has already been budgeted for by the City.

C. Level of Service (LOS): There are no trips being generated as part of this project. The future road will facilitate existing trips on the network, therefore improving the nearby level of service.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: The applicant, on behalf of the City of Destin, is requesting Final Plat approval for the Destin Cross Town Connector. The submitted Plat is in conformance with all applicable Florida State Statutes and City Codes. Aside from updated signature blocks, the plat document provided remains unchanged from the Preliminary Plat that was approved by City Council on Monday, March 3, 2025.

Once approved, the City may secure any necessary permits and install all improvements as shown on the approved construction drawings and certified by the developer's Engineer. All conditions of the applicable Final Development Order shall also be met. Additionally, staff may proceed with the necessary FLUM Amendment and Rezone for the parcels (to be heard by City Council at a later date).

IV. RECOMMENDED MOTION: I move that the City Council approve Final Plat for the Destin Crosstown Connector Major Subdivision (SUB-001448-2024), as presented.

Attachments:

1. 1. Proposed Final Plat
2. 2. Release of Plat Application
3. 3. City Surveyor Approval

DESTIN CONNECTOR SUBDIVISION

PLAT BOOK _____, PAGE _____.

A SUBDIVISION IN UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 22 WEST,
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
BEING A REPLAT OF LOT 2, SUMMERFELL AT OLD TOWN, PB 29, PG 43,
LOTS 25–34, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, PB 6, PG 93,
LOTS 17 & 18, BLOCK B, SEA HILLS THIRD ADDITION, PB 5, PG 104,
AND LOT 13, SKEETER SUBDIVISION, PB 6, PG 10
FEBRUARY 2025

DESCRIPTION

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054–6104736
DATED: DECEMBER 08, 2022):

LOT 2, SUMMERFELL AT OLD TOWN, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 29, PAGE 43 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA FORMERLY BEING A PORTION OF PROPERTY AS DESCRIBED IN BOOK 950, PAGE 594.

(PER WESTCOOR LAND TITLE INSURANCE COMPANY – FILE NUMBER: 18–53610
DATED: SEPTEMBER 25, 2018):

ALL OF LOT 30, AND THE WEST 15.58 FEET OF THE NORTH 100.00 FEET AND THE WEST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 29, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE(S) 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER WESTCOOR LAND TITLE INSURANCE COMPANY – FILE NUMBER: 18–15794
DATED: MARCH 19, 2018):

THE WEST 7.79 FEET OF THE NORTH 100.00 FEET AND THE WEST 6.00 FEET OF THE SOUTH 20.00 FEET OF LOT 28 AND THE EAST 8.42 FEET OF THE NORTH 100.00 FEET AND THE EAST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 29, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE(S) 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054–6104657
DATED: AUGUST 10, 2022):

THE EAST 16.21 FEET OF THE NORTH 100.00 FEET AND THE EAST 18.00 FEET OF THE SOUTH 20.00 FEET OF LOT 28, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, A 60 UNIT ADDITION TO SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, A 60 UNIT DEVELOPMENT IN DESTIN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER WESTCOOR LAND TITLE INSURANCE COMPANY – FILE NUMBER: 18–2374
DATED: SEPTEMBER 13, 2018):

THE WEST 16.21 FEET OF THE NORTH 100 FEET AND THE WEST 18.00 FEET OF THE SOUTH 20 FEET OF LOT 27, SANDALWOOD MANOR TOWN HOMES FIRST ADDITION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223–6384823
DATED: APRIL 26, 2023):

THE WEST 8.42 FEET OF THE NORTH 100.00 FEET AND THE WEST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 26 AND THE EAST 7.79 FEET OF THE NORTH 100.00 FEET AND THE EAST 6.00 FEET OF THE SOUTH 20.00 FEET OF LOT 27, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223–6388161
DATED: JUNE 23, 2023):

ALL OF LOT 25 AND THE EAST 15.58 FEET OF THE NORTH 100.00 FEET AND THE EAST 12.00 FEET OF THE SOUTH 20.00 FEET OF LOT 26, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO PLAT THEREOF ON FILE IN PLAT BOOK 6, PAGE 93, IN THE OFFICE OF THE CLERK OF CIRCUIT COURT, OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223–6384818
DATED: APRIL 26, 2023):

LOT 31 AND WESTERLY 6 FEET OF LOT 32, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223–6384837
DATED: APRIL 26, 2023):

LOT 32, LESS AND EXCEPT THE WESTERLY 6.00 FEET THEREOF, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054–6104694
DATED: AUGUST 10, 2022):

LOT 33, LESS AND EXCEPT THE EASTERLY 6.00 FEET THEREOF, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE(S) 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. A/K/A PARCEL 33–A, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054–6104722
DATED: AUGUST 10, 2022):

LOT 34 AND THE EASTERLY 6.00 FEET OF LOT 33, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – POLICY NUMBER: FA–35–1460124
DATED: AUGUST 16, 2006):

LOT 17, BLOCK B, SEA HILLS THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FUND OWNER'S POLICY – FILE NUMBER: 43–2006–779
DATED: JUNE 8, 2006):

LOT 18, BLOCK B, SEA HILLS, THIRD ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 104, PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 7223–6384807
DATED: MAY 16, 2023):

LOT 13, SKEETER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 10, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

(PER FUND OWNER'S POLICY – FILE NUMBER: 43–2008–98
DATED: DECEMBER 11, 2008):

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF U.S. HIGHWAY 98 AND THE EAST LINE OF CALHOUN SUBDIVISION; PROCEED NORTH 00 DEGREES 38 MINUTES WEST 1542.05 FEET, ALONG SAID EAST LINE, TO A CONCRETE MONUMENT; THENCE CONTINUE NORTH 00 DEGREES 38 MINUTES WEST 220.0 FEET; THENCE SOUTH 83 DEGREES 14 MINUTES EAST 140.7 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTH 83 DEGREES 14 MINUTES EAST 1067.4 FEET TO THE WEST SIDE OF BEACH DRIVE; THENCE NORTH 5 DEGREES 24 MINUTES 30 SECONDS WEST 208.7 FEET, ALONG BEACH DRIVE; THENCE NORTH 83 DEGREES 14 MINUTES WEST 1049.9 FEET; THENCE SOUTH 0 DEGREES 38 MINUTES EAST 205.7 FEET TO THE POINT OF BEGINNING.

AS SURVEYED:

A PORTION OF AZALEA DRIVE, ANNA STREET, SANDALWOOD DRIVE, ALL OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2868, PAGE 1206, ALL OF LOT 2, SUMMERFELL AT OLD TOWN, PLAT BOOK 29, PAGE 43, ALL OF LOTS 25 THROUGH 34, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, PLAT BOOK 6, PAGE 93, ALL OF LOTS 17 AND 18, BLOCK B, SEA HILLS THIRD ADDITION, PLAT BOOK 5, PAGE 104 AND ALL OF LOT 13, SKEETER SUBDIVISION, PLAT BOOK 6, PAGE 10 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF BLOCK H–8, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43–A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF AZALEA DRIVE (100 FOOT RIGHT OF WAY) AND THE EAST RIGHT OF WAY LINE OF BENNING DRIVE (100 FOOT RIGHT OF WAY); THENCE N01°02'22"E ALONG SAID EAST RIGHT OF WAY LINE 318.60 FEET TO THE NORTHWEST CORNER OF LOT 2, SUMMERFELL AT OLD TOWN, AS RECORDED IN PLAT BOOK 29, PAGE 43; THENCE S88°37'21"E ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 200.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°51'35"W ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF, 19.61 FEET TO THE NORTHWEST CORNER OF SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93; THENCE S88°58'03"E ALONG THE NORTH LINE OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION 89.80 FEET TO THE WESTERLY CORNER OF LOT 30 OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE N40°23'57"E ALONG THE NORTHWESTERLY LINE OF SAID LOT 30 A DISTANCE OF 75.61 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 30 AND BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2868, PAGE 1206 OF THE AFORESAID PUBLIC RECORDS; THENCE N01°21'57"E ALONG THE WEST LINE OF SAID PARCEL 214.33 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S81°08'32"E ALONG THE NORTH LINE OF SAID PARCEL AND THE SOUTH LINE OF BLOCK B, SEA HILLS THIRD ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 104 A DISTANCE OF 898.00 FEET TO THE SOUTHWEST CORNER OF LOT 18 OF SAID SEA HILLS THIRD ADDITION; THENCE N17°58'23"E ALONG THE WEST LINE OF SAID LOT 18 A DISTANCE OF 59.32 FEET TO THE SOUTHWEST CORNER OF LOT 17 OF SAID SEA HILLS THIRD ADDITION; THENCE S03°25'47"E ALONG THE WEST LINE OF SAID LOT 17 A DISTANCE OF 79.93 FEET TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE N86°02'14"E ALONG THE NORTH LINE OF SAID LOT 17 A DISTANCE OF 125.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 17 AND BEING A POINT OF THE WEST RIGHT OF WAY LINE OF BEACH DRIVE (66 FOOT RIGHT OF WAY); THENCE S03°25'47"E ALONG SAID WEST RIGHT OF WAY LINE 17.03 FEET; THENCE S03°46'E ALONG SAID WEST RIGHT OF WAY LINE 359.72 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID PARCEL; THENCE N81°37'57"W ALONG THE SOUTH LINE OF SAID PARCEL 929.55 FEET TO THE NORTHEAST CORNER OF LOT 25 OF THE AFORESAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE S08°22'03"W, 170.00 FEET TO THE SOUTH RIGHT OF WAY LINE SANDALWOOD DRIVE (50 FOOT RIGHT OF WAY); THENCE N81°37'58"W ALONG SAID SOUTH RIGHT OF WAY LINE 71.64 FEET TO THE NORTHEAST CORNER OF LOT 34 OF SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE S08°23'00"W ALONG THE EAST LINE OF SAID LOT 34 A DISTANCE OF 99.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 34; THENCE N81°38'01"W ALONG SAID SOUTH LINE OF LOT 34, LOT 33, LOT 32 AND LOT 31 A DISTANCE OF 117.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31 AND THE EAST RIGHT OF WAY LINE OF ANNA STREET (RIGHT OF WAY VARIES) AND ALSO BEING A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 979.08 FEET AND A CHORD THAT BEARS S01°48'17"W, 25.36 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND EAST RIGHT OF WAY LINE 25.36 FEET; THENCE S01°01'57"W ALONG SAID EAST RIGHT OF WAY LINE 143.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF SANDALWOOD COURT; THENCE N82°31'53"W ALONG SAID SOUTH RIGHT OF WAY LINE 50.32 FEET TO THE NORTHWEST CORNER OF LOT 3, SEA HILLS FIRST ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 35 AND BEING A POINT OF THE EAST LINE OF THE AFORESAID BLOCK H–8; THENCE N00°39'23"E ALONG THE EAST LINE OF SAID BLOCK H–8 A DISTANCE OF 18.40 FEET TO THE NORTHEAST CORNER OF SAID BLOCK H–8; THENCE N75°10'05"W ALONG THE NORTH LINE OF SAID BLOCK H–8 A DISTANCE OF 207.12 FEET TO THE POINT OF BEGINNING.

ALSO:

ALL OF LOT 13, SKEETER SUBDIVISION, PLAT BOOK 6, PAGE 10 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

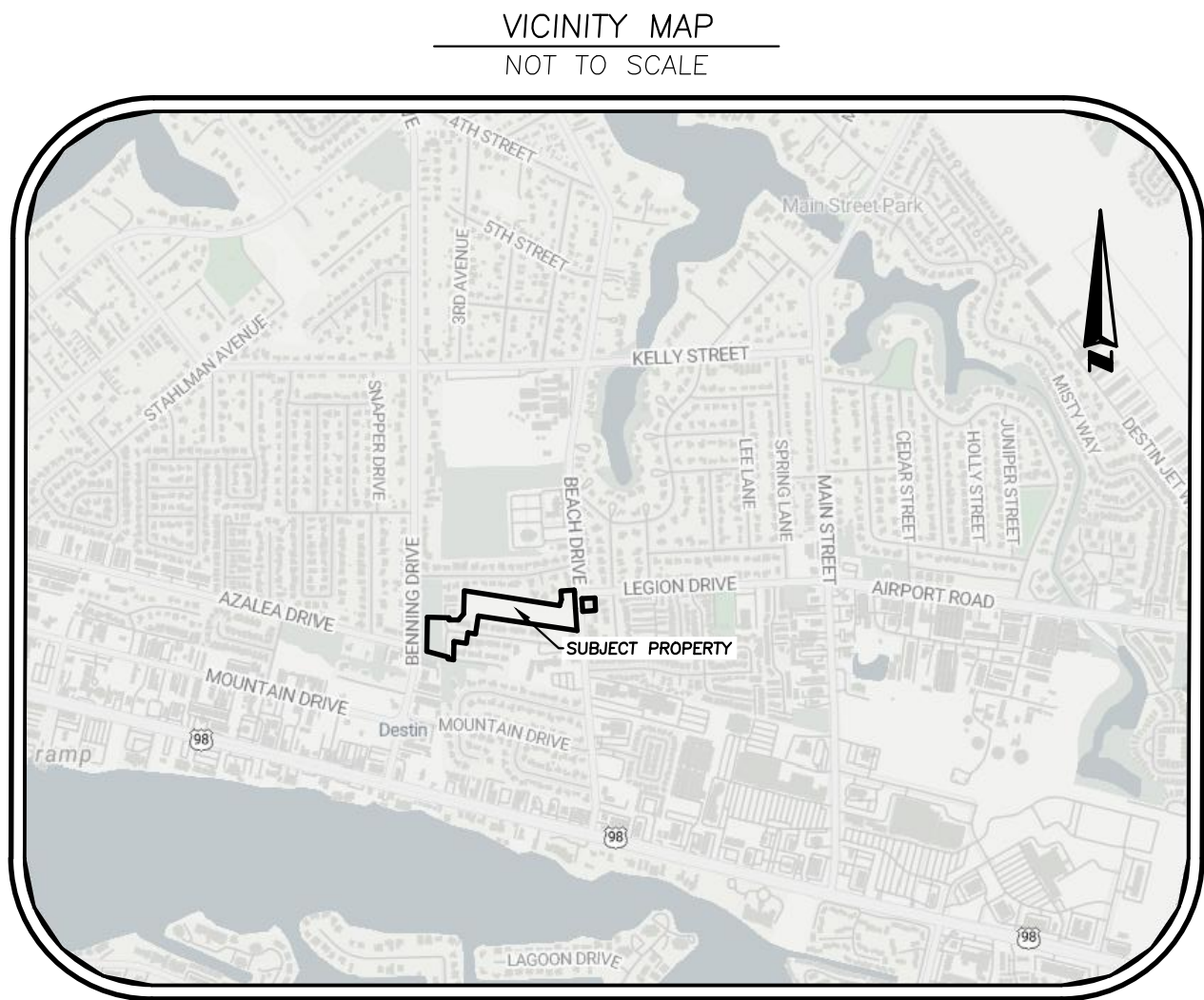
SUBJECT TO AZALEA DRIVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF BLOCK H–8, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43–A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF AZALEA DRIVE (100 FOOT RIGHT OF WAY) AND THE EAST RIGHT OF WAY LINE OF BENNING DRIVE (100 FOOT RIGHT OF WAY); THENCE N01°02'22"E ALONG SAID EAST RIGHT OF WAY LINE 318.60 FEET TO THE NORTHWEST CORNER OF LOT 2, SUMMERFELL AT OLD TOWN, AS RECORDED IN PLAT BOOK 29, PAGE 43; THENCE S88°37'21"E ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 200.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°51'35"W ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF, 19.61 FEET TO THE NORTHWEST CORNER OF SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93; THENCE S88°58'03"E ALONG THE NORTH LINE OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION 89.80 FEET TO THE WESTERLY CORNER OF LOT 30 OF SAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE N40°23'57"E ALONG THE NORTHWESTERLY LINE OF SAID LOT 30 A DISTANCE OF 75.61 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 30 AND BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2868, PAGE 1206 OF THE AFORESAID PUBLIC RECORDS; THENCE S81°37'58"E ALONG THE NORTH LINE OF SAID LOT 30, LOT 29 AND LOT 28 A DISTANCE OF 53.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 530.00 FEET AND A CHORD THAT BEARS N77°59'01"E, 479.74 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 497.84 FEET; THENCE S75°10'25"E, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 490.00 FEET AND A CHORD THAT BEARS N88°38'05"E, 273.28 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 276.95 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 248.00 FEET AND A CHORD THAT BEARS N64°41'04"E, 66.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 67.16 FEET TO A POINT OF CURVATURE OF A NON–TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 75.00 FEET AND A CHORD THAT BEARS N35°45'48"E, 52.71 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 53.86 FEET TO A POINT OF CURVATURE OF A NON–TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 67.00 FEET AND A CHORD THAT BEARS N28°10'57"E, 30.81 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 31.09 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 98.00 FEET AND A CHORD THAT BEARS N34°36'57"E, 23.41 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 23.47 FEET TO THE WEST RIGHT OF WAY LINE OF BEACH DRIVE (66 FOOT RIGHT OF WAY); THENCE S03°46'04"E ALONG SAID WEST RIGHT OF WAY LINE 13.98 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 108.00 FEET AND A CHORD THAT BEARS N68°29'10"W, 23.63 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE WESTERLY ALONG THE ARC OF SAID CURVE, 24.39 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 108.00 FEET AND A CHORD THAT BEARS S76°14'23"W, 38.70 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 38.91 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 530.00 FEET AND A CHORD THAT BEARS S89°22'22"W, 353.03 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 359.90 FEET; THENCE N75°10'25"W, 122.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 490.00 FEET AND A CHORD THAT BEARS S82°13'30"W, 376.63 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 386.58 FEET; THENCE S08°22'03"W, 193.16 FEET TO THE SOUTH RIGHT OF WAY LINE SANDALWOOD DRIVE (50 FOOT RIGHT OF WAY); THENCE N81°37'58"W ALONG SAID SOUTH RIGHT OF WAY LINE 71.64 FEET TO THE NORTHEAST CORNER OF LOT 34 OF THE AFORESAID SANDALWOOD MANOR TOWNHOMES FIRST ADDITION; THENCE S08°23'00"W ALONG THE EAST LINE OF SAID LOT 34 A DISTANCE OF 99.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 34; THENCE N81°38'01"W ALONG SAID SOUTH LINE OF LOT 34, LOT 33, LOT 32 AND LOT 31 A DISTANCE OF 117.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31 AND THE EAST RIGHT OF WAY LINE OF ANNA STREET (RIGHT OF WAY VARIES) AND ALSO BEING A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 979.08 FEET AND A CHORD THAT BEARS S01°48'17"W, 25.36 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND EAST RIGHT OF WAY LINE 25.36 FEET; THENCE S01°01'57"W ALONG SAID EAST RIGHT OF WAY LINE 143.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF SANDALWOOD COURT; THENCE N82°31'53"W ALONG SAID SOUTH RIGHT OF WAY LINE 50.32 FEET TO THE NORTHWEST CORNER OF LOT 3, SEA HILLS FIRST ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 35 AND BEING A POINT OF THE EAST LINE OF THE AFORESAID BLOCK H–8; THENCE N00°39'23"E ALONG THE EAST LINE OF SAID BLOCK H–8 A DISTANCE OF 18.40 FEET TO THE NORTHWEST CORNER OF SAID BLOCK H–8; THENCE N75°10'05"W ALONG THE NORTH LINE OF SAID BLOCK H–8 A DISTANCE OF 207.12 FEET TO THE POINT OF BEGINNING.

ALSO:

ALL OF LOT 13, SKEETER SUBDIVISION, PLAT BOOK 6, PAGE 10 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

PREPARED BY
SOUTHEASTERN SURVEYING & MAPPING CORPORATION
SURVEYING • LAND PLANNING • GIS • UTILITIES
CERTIFICATE OF AUTHORIZATION NUMBER LB2108
1130 HIGHWAY 90, CHIPLEY, FLORIDA 32428
PHONE (850) 638–0790



ACKNOWLEDGMENT TO DEDICATION STATE OF FLORIDA/COUNTY OF OKALOOSA

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2025.

NOTARY PUBLIC STATE OF _____
MY COMMISSION EXPIRES: _____

JOINDER AND CONSENT TO DEDICATION

_____, THE HOLDER OF A MORTGAGE ON THE HEREON DESCRIBED PROPERTY, DOES HEREBY CONSENT TO AND JOIN IN THE DEDICATION AND PLATING AS SET FORTH HEREON.

NAME: _____, ITS: _____
BANK

ACKNOWLEDGMENT TO JOINDER AND CONSENT STATE OF FLORIDA/COUNTY OF OKALOOSA

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2025.

NOTARY PUBLIC STATE OF _____
MY COMMISSION EXPIRES: _____

CITY OF DESTIN APPROVAL

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY OF DESTIN, FLORIDA, AND WAS APPROVED FOR THE RECORD ON THIS DAY OF _____, 2025.

BY: _____ CITY MAYOR

BY: _____ CITY CLERK

BY: _____ CITY MANAGER

NOTICE

THE 26 FOOT EASEMENT SHOWN HEREON IS A DEDICATED TO DESTIN WATER USERS AS A NON–EXCLUSIVE EASEMENT. DESTIN WATER USERS IS GRANTED THE RIGHT TO CONSTRUCT, OPERATE, AND MAINTAIN WATER, WASTEWATER AND RECLAIMED WATER MAINS WITHIN THIS EASEMENT AT THEIR COST. DESTIN WATER USERS SHOULD PROVIDE NOTICE TO AND COORDINATE WITH THE CITY OF ANY WORK BEING PERFORMED WITHIN THIS EASEMENT IN A TIMELY MANNER.

NOTICE

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

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT CITY OF DESTIN, AS OWNER IN FEE SIMPLE OF THE LANDS AS DESCRIBED HEREIN, HAS CAUSED THE LANDS TO BE SURVEYED AND SUBDIVIDED AS DESTIN CONNECTOR SUBDIVISION, HEREBY DEDICATES TO THE CITY OF DESTIN IN OKALOOSA COUNTY, FLORIDA FOR PUBLIC USE ALL ROADS, STREETS AND OTHER RIGHTS OF WAY AND ALL EASEMENTS FOR UTILITIES, DRAINAGE AND OTHER PURPOSES AS SHOWN AND DEPICTED HEREON WHICH ARE TO BE MAINTAINED BY THE CITY OF DESTIN IN OKALOOSA COUNTY, FLORIDA. RESERVING, HOWEVER, THE REVERSION OR REVISIONS THEREOF SHOULD THE SAME BE RENOUNCED, DISCLAIMED OR THE USE THEREOF DISCONTINUED AS PRESCRIBED BY LAW OR ACTION OF THE OFFICIALS HAVING CHARGE OR JURISDICTION THEREOF.

BY: _____ CITY OF DESTIN

WITNESS

DATE SIGNED: _____

WITNESS

COMMUNITY DEVELOPMENT DEPARTMENT APPROVAL

PRESENTED TO AND APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF DESTIN, FLORIDA
THIS _____ DAY OF _____, 2025.

BY: _____
COMMUNITY DEVELOPMENT DIRECTOR

PUBLIC SERVICES DEPARTMENT APPROVAL

PRESENTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT DIRECTOR OF THE CITY OF DESTIN, FLORIDA
THIS _____ DAY OF _____, 2025.

BY: _____
MICHAEL G. BURGESS MS, PH, CSM, CFM
PUBLIC WORKS DEPARTMENT DIRECTOR

CITY SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT WAS REVIEW BY THE CITY SURVEYOR OF DESTIN, FLORIDA, AND MEETS THE REQUIREMENTS OF CHAPTER 177.011–177.151 OF THE FLORIDA STATUTES AND WAS APPROVED ON THIS _____ DAY OF _____, 2025.

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

TAX COLLECTOR'S STATEMENT

I, BEN ANDERSON, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH TAX YEAR _____ FOR THE PROPERTY DESCRIBED HEREON TO THE BEST OF MY KNOWLEDGE AS THE _____ DAY OF _____, 2025.

BY: _____
BEN ANDERSON, TAX COLLECTOR
OKALOOSA COUNTY, FLORIDA

COUNTY CLERK OF CERTIFICATE OF RECORDING

I, J.D. PEACOCK II, CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR PERMANENT RECORD ON THE _____ DAY OF _____, 2025 IN PLAT BOOK NO. _____, PAGE(S) NO. _____, IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

BY: _____
CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT, "DESTIN CONNECTOR SUBDIVISION" IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THIS PLAT WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA AND THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET.

BY: _____
THOMAS K. MEAD
REGISTERED LAND SURVEYOR
FLORIDA LICENSE NUMBER 5624

SURVEYOR'S NOTES

BEARINGS SHOWN HEREON ARE GRID AND ARE BASED ON THE DEPARTMENT OF TRANSPORTATION'S "FLORIDA PERMANENT REFERENCE NETWORK" (GNSS) CONTINUOUSLY OPERATING REFERENCE STATION "DSTN & CRST". THE RELATIVE BEARING IS N01°02'22"E ALONG THE EAST RIGHT OF WAY LINE OF BENNING DRIVE. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.



SOUTHEASTERN SURVEYING & MAPPING CORP.
1130 HIGHWAY 90 CHIPLEY, FLORIDA 32428
(850)638-0790 FAX(850)638-8069
WWW.SOUTHEASTERNSURVEYING.COM
CERTIFICATE OF AUTHORIZATION NO. LB-2108

DESTIN CONNECTOR SUBDIVISION

SHEET 1 OF 2 SHEETS

59123002

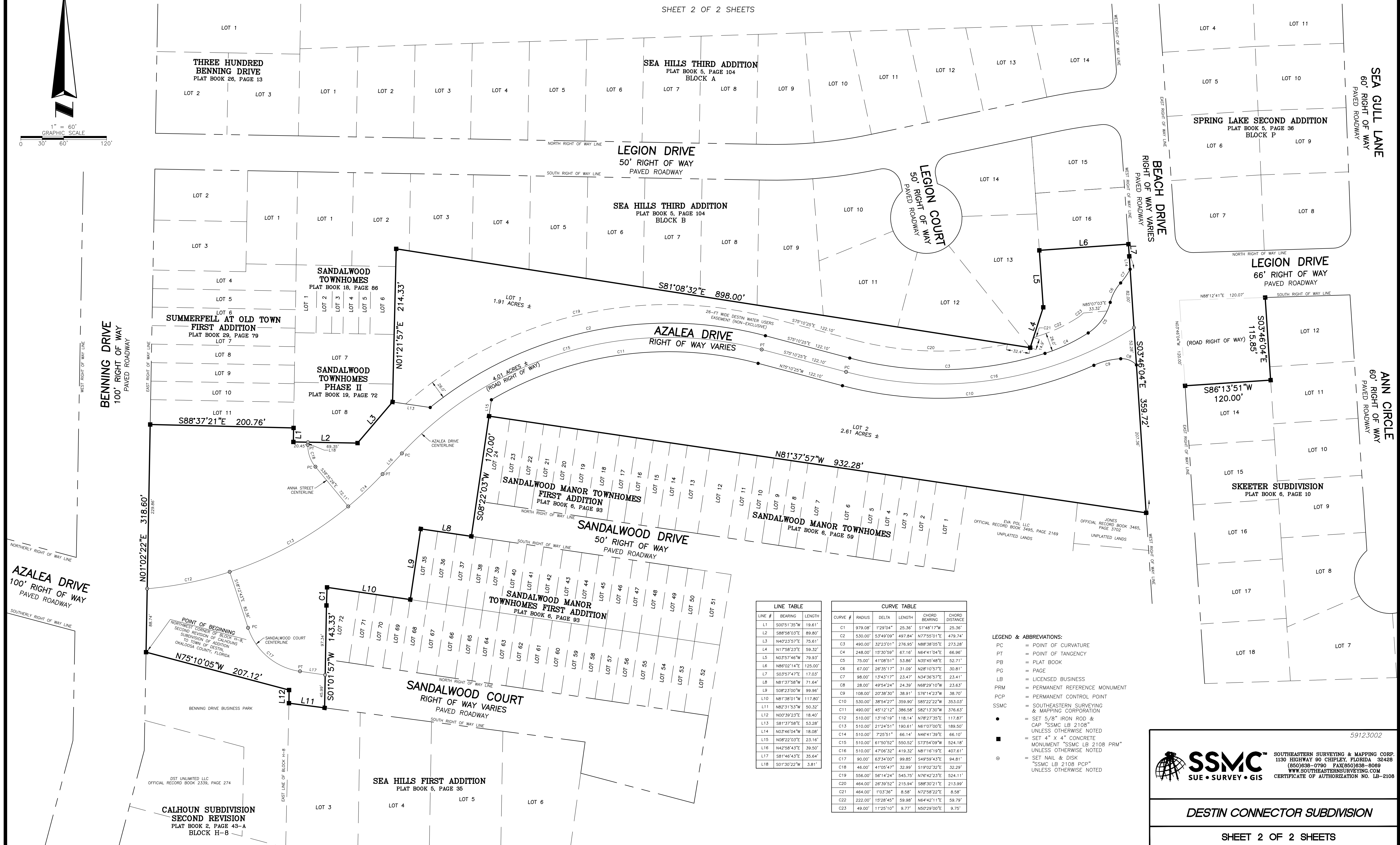
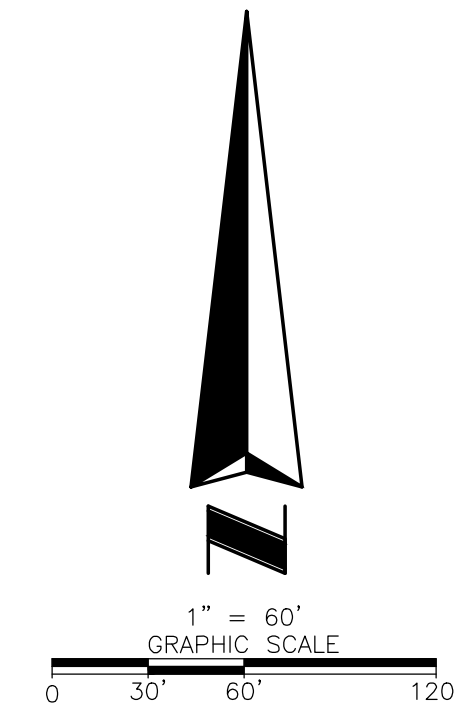
PREPARED BY
SOUTHEASTERN SURVEYING & MAPPING CORPORATION
SURVEYING • LAND PLANNING • GIS • UTILITIES

CERTIFICATE OF AUTHORIZATION NUMBER LB2108
1130 US HIGHWAY 90, CHIPLEY, FLORIDA 32428
PHONE (850) 638-0790 FAX (850) 638-8069

DESTIN CONNECTOR SUBDIVISION

A SUBDIVISION IN UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 22 WEST,
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
BEING A REPLAT OF LOT 2, SUMMERFELL AT OLD TOWN, PB 29, PG 43,
LOTS 25-34, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, PB 6, PG 93,
LOTS 17 & 18, BLOCK B, SEA HILLS THIRD ADDITION, PB 5, PG 104,
AND LOT 13, SKEETER SUBDIVISION, PB 6, PG 10
FEBRUARY 2025

SHEET 2 OF 2 SHEETS



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°51'35"W	19.61
L2	S88°58'03"E	89.80
L3	N40°23'57"E	75.61
L4	N1°58'23"E	59.32
L5	N03°57'46"W	79.93
L6	N8°02'14"E	125.00
L7	S03°57'47"E	75.61
L8	N81°37'58"W	71.64
L9	S06°23'00"W	119.96
L10	N81°38'01"W	99.80
L11	N82°31'53"W	50.32
L12	N00°39'23"E	18.40
L13	S81°37'58"E	53.28
L14	N03°46'04"W	23.08
L15	N08°22'03"E	18.16
L16	N42°58'43"E	39.50
L17	S81°46'43"E	35.61
L18	S01°30'22"W	3.84

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	979.08'	1°29'04"	25.36'	S1°48'17"W	25.36'
C2	530.00'	53°49'09"	497.84'	N77°55'01"E	479.74'
C3	490.00'	32°31'21"	276.95'	N68°38'05"E	273.28'
C4	248.00'	10°05'59"	67.16'	N64°41'04"E	66.96'
C5	75.00'	14°08'51"	53.86'	N35°45'48"E	52.71'
C6	76.00'	26°35'17"	31.09'	N28°10'57"E	30.81'
C7	98.00'	13°43'13"	23.47'	N34°36'57"E	23.41'
C8	28.00'	49°54'24"	24.39'	N68°29'10"E	23.63'
C9	108.00'	20°38'30"	38.91'	S76°14'23"W	38.70'
C10	530.00'	38°54'27"	359.60'	S85°22'22"E	353.03'
C11	490.00'	40°01'22"	386.58'	S82°13'30"W	376.63'
C12	510.00'	13°16'11"	118.14'	N78°27'35"E	117.80'
C13	510.00'	32°12'51"	190.61'	N61°07'00"E	189.57'
C14	510.00'	7°25'51"	66.14'	N46°41'39"E	66.10'
C15	510.00'	61°00'52"	550.52'	S73°54'09"W	524.18'
C16	510.00'	47°06'32"	419.32'	N61°16'19"E	407.61'
C17	500.00'	63°34'00"	99.85'	S49°59'43"E	94.61'
C18	46.00'	41°05'47"	32.99'	S19°02'32"E	32.29'
C19	556.00'	56°14'24"	545.75'	N76°42'23"E	524.11'
C20	464.00'	26°39'52"	215.94'	S88°30'21"E	213.98'
C21	464.00'	1°03'36"	8.58'	N72°58'22"E	8.58'
C22	222.00'	15°26'45"	59.98'	N46°42'11"E	59.75'
C23	49.00'	19°08'10"	9.77'	N50°29'00"E	9.79'

LEGEND & ABBREVIATIONS:

PCG = POINT OF CURVATURE
PT = POINT OF TANGENCY
PB = PLAT BOOK
PG = PAGE
LB = LICENSED BUSINESS
PRM = PERMANENT REFERENCE MONUMENT
PCP = PERMANENT CONTROL POINT
SSMC = SOUTHEASTERN SURVEYING & MAPPING CORPORATION

- = SET 5/8" IRON ROD & CAP "SSMC LB 2108"
UNLESS OTHERWISE NOTED
- = SET 4" X 4" CONCRETE MONUMENT "SSMC LB 2108 PRM"
UNLESS OTHERWISE NOTED
- ⊙ = SET NAIL & DISK
"SSMC LB 2108 PCP"
UNLESS OTHERWISE NOTED

59123002



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CERTIFICATE OF AUTHORIZATION NO. LB-2108

DESTIN CONNECTOR SUBDIVISION

SHEET 2 OF 2 SHEETS



City of Destin

Community Development Department:

Planning Division

City Hall Annex
4100 Indian Bayou Trail
Destin, Florida 32541
Phone (850) 654-1119

RELEASE OF PLAT APPLICATION

Applicant to fill in all black blank spaces, City Staff to fill in all red blank spaces

_____ - _____ - SP _____ - _____ - MS
(project number assigned by planning staff) (project number assigned by planning staff)

All applications must be emailed or shared with planning@cityofdestin.com.

SUBDIVISION / PUD NAME: Destin Crosstown Connector

I. CONTACT INFORMATION:

City of Destin
A. Owner(s): _____
Mailing Address: 4100 Indian Bayou Trail, Destin FL 32541
Business Phone: (850) 654-1119 Cell: n/a
Email: planning@cityofdestin.com

Matt Taylor, PE - AtkinsRealis
B. Authorized Agent (if applicable): _____
Mailing Address: 482 S. Keller Rd
Business Phone: 407.647.7275 Cell: 407.806.4239
Email: Matthew.Taylor@AtkinsRealis.com

1. The plat for the above project may be released for recording because **ONE** of the following has been met in according to Destin Land Development Code (LDC) **Article 7, Section 7.08.10:**

a. **X** _____ The developer may secure any necessary permits and install all improvements as shown on the approved construction drawings and certified by the developer's engineer. All conditions of the applicable Final Development Order shall also be met and all applicable fees associated with the development are paid. **(SEE ATTACHED ENGINEER'S CERTIFICATION)**

b. _____ The developer may post a performance bond accountable to the City Council and in accordance with Article 2, Section 2.20.00 of the LDC *Guarantees and sureties* to cover the full

cost of improvements as estimated by the developer's engineer and approved by the city engineer. Such bond shall be released upon satisfactory installation of all improvements approved in the development plan and specifications. All conditions of the applicable Final Development Order shall also be met and all applicable fees associated with the development are paid. **(SEE ATTACHED PERFORMANCE BOND)**

- c. _____ The developer may sell or lease lots on contract and construct buildings provided that he agrees that all monies received from sale, lease, or other transfer shall be placed in escrow or other satisfactory account until such time as improvements are completed and approved by the city engineer. No deeds shall be issued or recorded until such approval has been obtained. All conditions of the applicable Final Development Order shall also be met and all applicable fees associated with the development are paid. **(SEE ATTACHED AGREEMENT)**
- d. _____ The developer may post a letter of credit acceptable to the City Council for an amount necessary to complete all improvements required in the approval plans and in accordance with Article 2, Section 2.20.00 of the LDC *Guarantees and sureties*. Such letter of credit shall be released on satisfactory installation of all improvements. All conditions of the applicable Final Development Order shall also be met and all applicable fees associated with the development are paid. **(SEE ATTACHED LETTER OF CREDIT)**
- e. _____ The developer may post with the City Council proof that a development loan has been approved by a recognized and approved lending institution, such development loan to be sufficient to cover the cost of improvements required in the approved plans, and the lender is bound to advance the funds as the work is completed, thereby providing for correction if the developer defaults. All conditions of the applicable Final Development Order shall also be met and all applicable fees associated with the development are paid. **(SEE ATTACHED DEVELOPMENT LOAN APPROVAL)**

2. Based on all previous stated requirements being fulfilled, the City Clerk is authorized to release the three (3) Mylar copies of the plat on file in City Hall to the developer for recording:

City Staff Use Only	
_____	_____
Public Services Director	Community Development Director
_____	_____
Date	Date

City Manager	

Date	

INSTRUCTIONS AND REQUIREMENTS TO THE DEVELOPER/OWNER

The three (3) Mylar copies of the plat for the above project have been released to you for recording into the public records of Okaloosa County. Once recorded, you are required to return to the City of Destin, Community Development Department the following items:

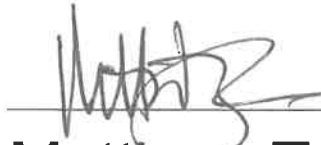
1. One (1) copy of the recorded Property Owners' Association documents (if applicable)
2. One (1) full-size (24" x 36") Mylar copy of the recorded plat

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

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

APPLICANT:

SIGNATURE:



DATE: 3/12/2025

PRINTED NAME:

Matthew Taylor



Delivery Method:

Email: dbutler@cityofdestin.com

January 9, 2025

DANIEL BUTLER

Senior Planner

CITY OF DESTIN | Community Development

4200 Indian Bayou Trail

Destin, FL 32541

t: 850-654-1119

RE: Destin Connector Subdivision 3rd Review

Dear Mr. Butler:

After reviewing the subdivision submittal, I find that it conforms to Chapter 177, Florida Statutes and have no further comments.

If you have any questions regarding these comments or need any other information, please feel free to contact me at (850) 678-9932.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Eric B. Stuart'.

Eric B. Stuart, LS, CFedS

Director – Florida Operations

SAM COMPANIES

932 N Ferdon Blvd / Crestview, FL 32536

850-678-9932 Office / 844-274-4069 Fax

sam.biz

**CITY OF DESTIN
TRAVEL EXPENSE LOG**

Name: Jim Bagby

Travel Dates: 3/6/25 to 3/8/25

				Thursday 6-Mar-25	Friday 7-Mar-25	Saturday 8-Mar-25	Total
Date:							
Meals:							
Partial Per Diem:							
Daily Per Diem:				\$ 68.00	\$ 68.00	\$ 68.00	\$ 204.00
Total Meals				\$ 68.00	\$ 68.00	\$ 68.00	\$ 204.00
Transportation:							
Airfare:							
Car Rental:							
Fuel Expenses							
Taxi:							
Personal Miles: \$ 0.700				\$ 293.30		\$ 293.30	\$ 586.60
Total Transportation				\$ 293.30		\$ 293.30	\$ 586.60
Lodging:							
Hotel Charges:				\$ 225.87	\$ 225.87		\$ 451.74
				\$ 225.87	\$ 225.87		\$ 451.74
Misc. Expenses:							
Parking:					\$ 30.00		\$ 30.00
Tolls:				\$ 8.32		\$ 8.32	\$ 16.64
WIFI:							
Other: Explain: Conf. Reg.				\$ 275.00			\$ 275.00
Other: Explain:							
Total Misc. Expenses				\$ 283.32	\$ 30.00	\$ 8.32	\$ 321.64
Grand Total		\$ -	\$ -	\$ 870.49	\$ 323.87	\$ 369.62	\$ 1,563.98

City of Destin
Travel Expense Claim

Name: Jim Bagby

Department: Council

Travel: Place/Purpose Florida League of Cities Leadership Course

Date: March 6-8, 2025

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

Meals/Per Diem: \$ 204.00

Airfare: \$ -

Car Rental: \$ -

Fuel Expenses \$ -

Taxi: \$ -

Personal Miles: \$ 586.60 POV

Lodging: \$ 451.74

Parking: \$ 30.00

Tolls: \$ 16.64

WIFI: \$ -

Other: Itemize \$ 275.00 Conference Registration

Other: Itemize \$ -

\$ -

\$ -

Total Reimbursable Expenses: \$ 1,563.98

Less: Purchasing Card Charges \$ 726.74

Less: Purchasing Card Charges

Balance Due Traveler \$ 837.24

Reimburse City for fuel cost

Net Due Traveler \$ 837.24

Finance Director: Krystal Strickland

Account #: 151110.54

City Manager: Larry Jones

Date: 4/2/2025

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 7, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.F.

TO: City Council

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

FROM: Daniel Butler, Principal Planner
 Steve O'Connor, Deputy Community Development Director

DATE: March 31, 2025

SUBJECT: 600 Magnolia Drive, Residential Marine Construction, HWB-001529-2025

I. BACKGROUND: Compass Marine Group, LLC, on behalf of Dennis Adams, applied for Harbor and Waterways Board review for Residential Marine Construction for the replacement of the existing marginal dock and boatlift at 600 Magnolia Drive.

The applicant seeks approval from the City Council for a Residential Marine Construction project proposing the replacement of the existing marginal dock and boat slip with:

Total Square Feet:	1,200
Total Number of Piers or Docks:	1 Dock
Total Length:	200'
Total Slip Density:	2
Located in the Destin Harbor:	No

II. DISCUSSION: The applicant requests City Council review for Residential Marine Construction located at 600 Magnolia Drive within the canals of Holiday Isle.

The City Council is being asked to review the Residential Marine Construction 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: *Not applicable.*

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.*

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.*

1. 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.*

2. 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: *Proposed construction is complaint with this regulation. Applicant is proposing 2 slips which is allowed for lots riparian to a canal .*

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: *Proposed construction complies with this regulation. Proposed width of dock is 6'. Please see associated plans provided for further details.*

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 provided Adjacent Property Notification to the neighboring properties on March 4th, 2025.*

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

Staff response: Staff sent the provided Adjacent Property Notification to the neighboring properties on March 4th, 2025. 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: This regulation applies to the subject dock and shall be adhered to.

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: II) Enhanced quality of life and safety for families.
- B. Effect on Budget (EOB): n/a
- C. Level of Service (LOS): n/a
- D. Legislative Sponsor:
- E. Business Impact Statement:

III. CONCLUSION: The applicant requests City Council approval for a Residential Marine Construction project located at 600 Magnolia Drive. Additionally, the applicant provided approval from the Florida Department of Environmental Protection (FDEP), Permit No.: 0454834-001-EI/46 and the Army Corps of Engineers (USACE) proof of submittal, application No: SAJ-2008-01592.

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*).

At the regularly scheduled Harbor and Waterways Board meeting on March 27, 2025, the Board made a motion to recommend City Council approve the request as presented. The motion passed unanimously.

IV. RECOMMENDED MOTION: I move to approve the Residential Marine Construction project proposed at 600 Magnolia Drive, for the replacement of an existing single-family residential marginal dock and a boat lift, 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.

ALTERNATIVE MOTION:

I move to deny the Residential Marine Construction project proposed at 600 Magnolia Drive.

Attachments:

1. Adjacent Property Notification
2. Agent Affidavit
3. Boundary Survey- Existing Conditions
4. Existing Conditions- Images
5. FDEP Authorization
6. HOA Approval
7. Proof of Ownership
8. Scaled and

9. Dimensioned Plans
USACE Proof of
Submittal



Community Development Planning Division

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

March 4th, 2025

SUBJECT: Notification of Harbor & Waterways Board Application (HWB- 001529-2025) – Residential Marine Construction – 600 Magnolia Dr

Dear Property Owner:

This letter is to notify you of a proposed marine construction project at **600 Magnolia Dr.** 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 March 27th, 2025 (tentative).**

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: Dennis Adams
2. Name of Agent: Kimberley Cole, Compass Marine Group LLC
3. Address of Project: 600 Magnolia Dr
4. Parcel ID Number: 00-2S-24-2186-000E-0370
5. Project Description: Construction of new marginal dock and boatlift
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
Planner

CC: Steve O'Connor, Deputy Community Development Director
Planning
Project File



**AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS, THAT I, Dennis Adams am
presently the owner and/or leaseholder at 600 Magnolia Dr, 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, C/O Kim Cole or Elise Whittenburg
whose address is 115 Bailey Drive Suite 2, County of Okaloosa, 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: Seawall, marinal dock, and cantilevered lift at 600 Magnolia.

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

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

OWNER

Signature

Printed Name

STATE OF

COUNTY OF

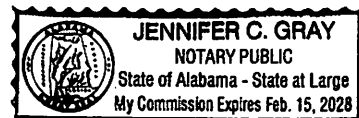
The foregoing instrument was acknowledged before me by means of physical presence ☒ or online
notarization, this 14th day of January, 2025, by
(name of person acknowledging)

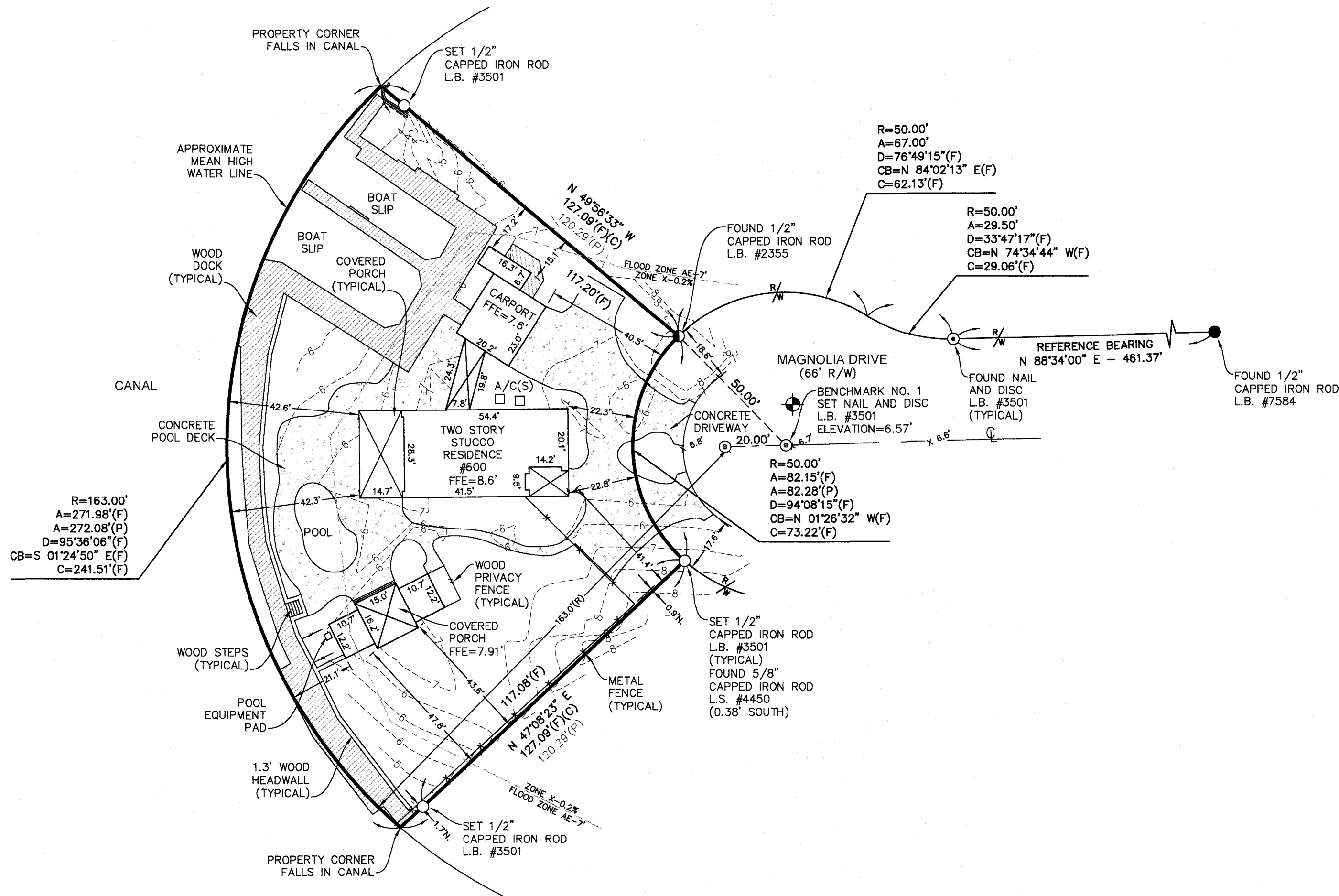
Signature of Notary

Printed Name of Notary or Seal

Personally known ☒ OR Produced Identification

Type of Identification Produced

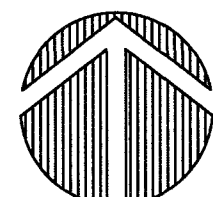
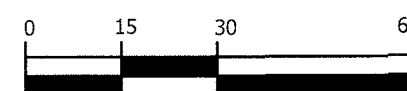


**SURVEY REPORT:**

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. NO ENVIRONMENTAL JURISDICTIONAL LINES HAVE BEEN DETERMINED BY GUSTIN, COTHERN & TUCKER, INC.
3. VISIBLE ENCROACHMENTS, POSSIBLE VISIBLE ENCROACHMENTS, AND/OR APPARENT USES ARE AS SHOWN.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
5. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF MAGNOLIA DRIVE, SAID LINE BEARING N 88°34'00\" E. ALL BEARINGS AND DISTANCES AS SHOWN HEREON ARE PER THE RECORD PLAT OR FURNISHED LEGAL DESCRIPTION UNLESS OTHERWISE NOTED.
6. THE DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
7. THIS PARCEL LIES IN ZONE X-2% ANNUAL CHANCE FLOOD HAZARD (NO MINIMUM FLOOD ELEVATION REQUIRED) AND FLOOD ZONE AE-7 (7' MINIMUM FLOOD ELEVATION REQUIRED), AS DETERMINED FROM FEMA FLOOD INSURANCE RATE MAP, COMMUNITY No. 120173, PANEL No. 12091C0488 J, DATED 03/09/2021.
8. THE 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 472.008 AND SECTION 472.027 OF THE FLORIDA STATUTES.
9. 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. THIS SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED TO AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SURVEYOR. NO OWNERSHIP HAS BEEN DETERMINED BY GUSTIN, COTHERN & TUCKER, INC.
10. THE SIGNATURE AND SEAL OF THE SURVEYOR IS CERTIFYING TO THE CORRECTNESS OF THE SURVEY AS OF THE FIELD DATE SHOWN.
11. ELEVATIONS AS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 AND ARE REFERENCED TO THE UNITED STATES GEOSPATIAL GLOBAL POSITIONING SYSTEM.

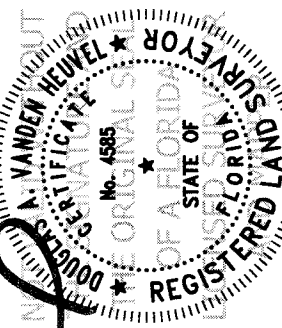
LEGEND:

- # OR NO. = NUMBER
— = DISTANCE NOT TO SCALE
L.B. = LICENSED BUSINESS
L.S. = LICENSED SURVEYOR
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
O.R. = OFFICIAL RECORDS
± = MORE OR LESS
R/W = RIGHT OF WAY
P.B. = PLAT BOOK
PG. = PAGE
P = PLAT
F = FIELD
R = RADIUS
A = ARC LENGTH
D = DELTA ANGLE
CB = CHORD BEARING
C = CHORD
A/C = AIR CONDITIONER
NAVD = NORTH AMERICAN VERTICAL DATUM
FFE = FINISHED FLOOR ELEVATION
X 6.6' = SPOT ELEVATION

NORTH**GRAPHIC SCALE**(IN FEET)
1 inch = 30 feet**LEGAL DESCRIPTION
(AS RECORDED):**

(O.R. BOOK 2873, PAGE 4244)
LOT 37, BLOCK E, HOLIDAY ISLE RESIDENTIAL SECTION NO. 4,
(P.B. 4, PG. 29) IN UNSECTIONALIZED,
TOWNSHIP 2 SOUTH, RANGE 22 WEST, DESTIN,
OKALOOSA COUNTY, FLORIDA

Conventional Surveying • Aerial & Bathymetric • Laser Scanning & LIDAR

Gustin, Cothern & Tucker, Inc.
G C LAND SURVEYING & MAPPINGwww.gcsurveying.com
Niceville, FL 32578 (850) 678-5141 Fax: (850) 729-2460
L.B. No. 3501
121 Hart Street*Douglas A. Vanden Heuvel*
THE SEAL APPEARING ON THIS DOCUMENT
WAS AUTHORIZED BY
THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERSALLEN E. TUCKER, P.S.M. No. 4584
OR
DOUGLAS A. VANDEN HEUVEL,
P.S.M. No. 4585
DATE 06/20/2024

© G.C.T., INC. 2024

LOT 37
BOUNDARY/AS-BUILT/TOPOGRAPHICLOT 37,
BLOCK E,
HOLIDAY ISLE RESIDENTIAL SECTION NO. 4
(P.B. 4, PG. 29) IN UNSECTIONALIZED,
TOWNSHIP 2 SOUTH, RANGE 22 WEST, DESTIN,
OKALOOSA COUNTY, FLORIDA

PARCEL ID: 00-2S-24-2186-000E-0370

SURVEY TYPE:
BOUNDARY/AS-BUILT/TOPOGRAPHIC**FIELD BOOK & DATE:**
FILE COPY (R.V.)
06/10/2024**DATUM: (HORIZONTAL/VERTICAL)**
PLAT
NAVD 88**CLIENT:**
COMPASS MARINE GROUP**SHEET**
01
OF 1**PROJECT**
240231
ORDER#
240231.01**MAP#** 240231.01 **REV** A











FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Alexis A. Lambert
Secretary

Northwest District
160 W. Government Street, Suite 308
Pensacola, Florida 32502-5794

Permittee/Authorized Entity:

Dennis Adams, Applicant
600 Magnolia Dr
Destin, FL 32541
Jcnc_gray@yahoo.com

Adams Seawall and Dock
Okaloosa County

Authorized Agent:

Kimberly Cole
326 Smith Rd
Freeport, FL 32439
Elise@MyCompassMarine.com

Environmental Resource Permit
State-owned Submerged Lands Authorization –Not Applicable

**U.S. Army Corps of Engineers Authorization – Separate Corps Authorization
Required**

Okaloosa County
Permit No.: 0454834-001-EI/46

Permit Issuance Date: February 25, 2025
Permit Construction Phase Expiration Date: February 25, 2030

Environmental Resource Permit

Permittee: Dennis Adams
Permit No: 0454834-001-EI/46

PROJECT LOCATION

The activities authorized by this permit are located at 600 Magnolia Dr, Parcel No. 00-2S-24-2186-000E-0370, Destin, Florida 32541, in Section 00, Township 2 South, Range 24 West in Okaloosa County, at 30°23'8.5577 North Latitude, 86°29'36.5083 West Longitude.

PROJECT DESCRIPTION

The permittee is authorized to remove an existing 2,220 square foot single-family dock and replace it with a 1,747 square foot dock, with a cantilevered boat lift. Those activities include to construct an upland cut dock section replacement totaling 598 square feet with 3'6"-by-40ft section, 4ft-by-50.5ft section, 5'4"-by-48ft section, to construct 407 linear feet of seawall, and construct a marginal dock a with 60ft-by-6ft section, 66ft-by-6ft section, 47ft-by-6ft section, and 23ft-by-6ft section within a manmade canal connected to Destin Harbor, a Class 2 Florida Waterbody, Prohibited Shellfish Harvesting area. Authorized activities are depicted on the attached exhibits.

AUTHORIZATIONS

Adams Seawall and Dock

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

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the Department has determined the activity is not on submerged lands owned by the State of Florida. Therefore, your project is not subject to the requirements of Chapter 253, F.S., or Rule 18-21, F.A.C.

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 **may 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

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **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, as described.

SPECIFIC CONDITIONS

1. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.

2. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.
3. The mailing address for submittal of forms for the "Construction Commencement Notice", "As-Built Certification ...", "Request for Conversion of Stormwater Management Permit Construction Phase to Operation and Maintenance Phase", or other correspondence is FDEP, SLERP, 160 W Government Street, Suite 308, Pensacola, Florida 32502.

SPECIFIC CONDITIONS - PRIOR TO ANY CONSTRUCTION

4. 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 not limited to the use of stacked haybales, stacked filter cloth, sodding, seeding, staged construction and the installation of turbidity screens around the immediate project site.
5. Prior to construction, the limits of impact shall be clearly marked in a way which is visible and obvious to anyone performing work on-site, including someone operating heavy equipment. Orange construction fence or tall flagged stakes along the construction limits are possible methods.
6. Prior to the initiation of any work authorized by this permit, floating turbidity curtains with weighted skirts that extend to within 1 ft. of the bottom shall be placed for the duration of the construction area of the site. The screens shall be maintained and remain in place for the duration of construction to ensure turbidity levels outside the construction area do not exceed 29 NTU's above background levels. The permittee shall be responsible for inspecting and maintaining turbidity control devices so no violations of state water quality outside of turbidity screens occur.
7. All contractors involved in this permitted activity shall be provided copies of this permit in its entirety. A copy shall remain onsite at all times during the activities

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

8. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.
9. 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.

10. 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.
11. 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.
12. The following measures shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTU's above background:
 - a. Immediately cease all work contributing to the water quality violation.
 - b. Modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any 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 time the violation was first detected.
13. This permit does not authorize the entrenchment of water, sewer, cable, or utility line within wetlands or waterbodies outside the authorized impact area.
14. 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 the water/waters of the state.
15. All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring and prop dredging.
16. No dredging or filling of submerged grass beds is authorized by this permit.
17. 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.
18. Unauthorized impacts to wetlands or the littoral zone as a result of the activities shall be reported immediately to the Department.
19. This permit does not authorize the construction of additional structures not illustrated on the permit drawings. Examples of additional structures, which are not authorized by this permit

include but are not limited to: walkways, doors, awnings, and decking around or under the bottom of the pile-supported structures.

SPECIFIC CONDITIONS - OTHER LISTED SPECIES

20. 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.
21. 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.
22. 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).

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

23. Overboard discharges of trash, human or animal waste, or fuel shall not occur at the dock.
24. The waterward corners of the dock shall be marked by a sufficient number of reflectors so as to be visible from the water at night by reflected light. The reflectors shall not be green or red in color.
25. All future authorized replacement pilings for support of the docking structures shall be spaced at least ten feet apart and shall be installed by vibrating, pounding or hand-auguring them in place. Jetting of pilings within seagrass areas shall be prohibited.

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.

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 21 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 21 days of publication of the notice or within 21 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.

Executed in Pensacola, FL.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Kimberly R. Allen
Permitting Program Administrator

KRA/mc

Attachments:

Standard Manatee Conditions for In-Water Work, 2 Pages
Project Drawings and Design Specs., 2 Pages

Copies furnished to:

Russell Sullivan, FDEP, Russell.Sullivan@FloridaDEP.gov
Blake Chapman, FDEP, Blake.A.Chapman@FloridaDEP.gov
Mandy Celis, FDEP, Mandy.Celis@FloridaDEP.gov
Kimberly R. Allen, FDEP, Kim.Allen@FloridaDEP.gov
Dennis Adams, Applicant, Jcnc_gray@yahoo.com
Kimberly Cole, Consultant, Elise@MyCompassMarine.com
Okaloosa County, mmartinez@myokaloosa.com, jautrey@myokaloosa.com,
sbitterman@myokaloosa.com, propertyappraiser@okaloosapa.com,
planning@cityofdestin.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this permit, including all copies, were mailed before the close of business on February 25, 2025, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the
Florida Statutes, with the designated Department Clerk,
receipt of which is hereby acknowledged.



Clerk

February 25, 2025
Date

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

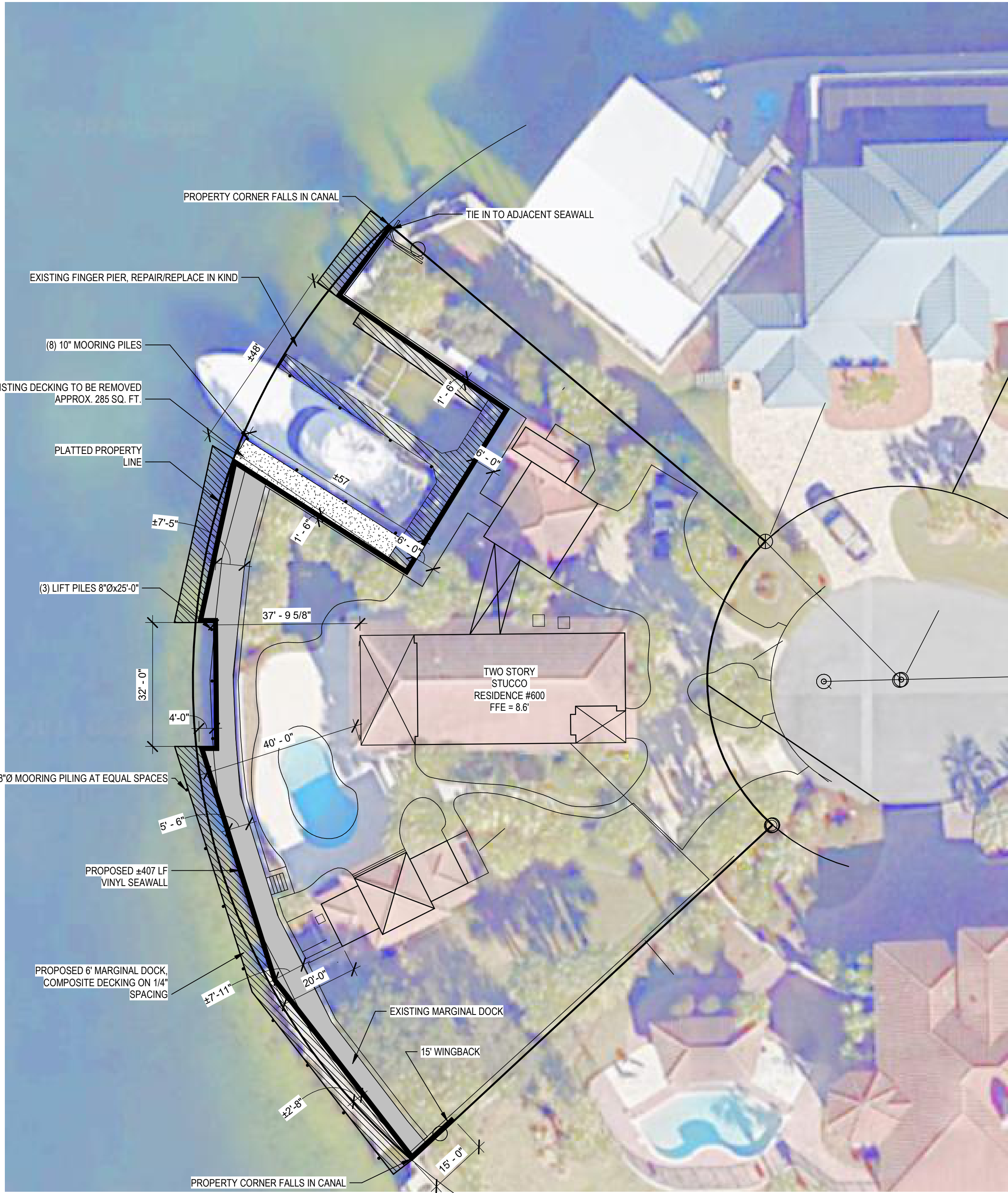
Report any collision with or injury to a manatee:



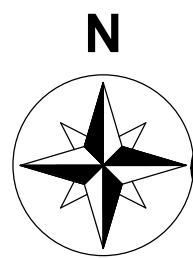
Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC



PROJECT AREAS:	
EXISTING OVER WATER SURFACE AREA =	±2220 SF
PROPOSED OVER WATER SUFACE AREA =	±1789 SF
PROPOSED MARGINAL DOCK LENGTH =	±196 LF
PROPOSED MARGINAL DOCK AREA =	±1,176 SF
PROPOSED UPLAND DOCK AREA =	±593 SF
PROPOSED WHITE SAND BACKFILL =	±500 CY
±60 FT MARGINAL DOCK LEG =	±360 SF
±66 FT MARGINAL DOCK LEG =	±396 SF
±47 FT MARGINAL DOCK LEG =	±282 SF
±23 FT MARGINAL DOCK LEG =	±138 SF



1

SITE PLAN - 600 MAGNOLIA DR PROPERTY OVERLAY
1" = 20'-0"



Date: 10/06/22
Designed By: Designer
Drawn By: Author
Checked By: Checker

WEST FLORIDA
STRUCTURAL, LLC.

DRAWINGS ON
12"x18" SHEET ARE
HALF SCALE

600 MAGNOLIA DR
OKALOOSA COUNTY, FLORIDA

SHEET TITLE
PROPERTY
OVERLAY

SHEET NUMBER
S-2

From: Becky Carver <admin@holidayisleimprovement.com>
Sent: Thursday, November 14, 2024 3:06 PM
To: Elise@mycompassmarine.com
Subject: Re: Building Permit Application - 600 Magnolia Drive

The ARB met on Wednesday, 11/13/2024 and has approved the application for the project at 600 Magnolia Dr to demo the existing dock, install a new seawall landward of the property line, add 15 new pilings (3 lift, 12 mooring), and install boat lift. ***No part of the marine construction may extend more than 6' into the canal from the property line***. The HIIA permit fee is \$170.00; if a dumpster will be on the property at any time during the project, a \$2,000.00 refundable Construction Deposit is required. The HIIA permit can be issued once the HIIA permit fee has 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 Tue, Nov 12, 2024 at 8:23 AM <Elise@mycompassmarine.com> wrote:

Hi Becky,

Attached please find a building permit application for a seawall at 600 Magnolia Drive. Please let me know if you need any additional supporting documents or information in order to have a successful meeting.

Would it be helpful to have a representative at the next ARB meeting to answer any questions that come up?

Elise Whittenburg

Office Manager

Compass Marine Group

850-797-8428



This Document Prepared By:
Law Office of John A. Gant, P.C.
200 Office Park Drive, Suite 210
Birmingham, Alabama 35223

Send Tax Notice To:
Dennis D. Adams
103 Brooks Boulevard
Brewton, AL 36426

STATUTORY WARRANTY DEED

STATE OF FLORIDA)
OKALOOSA COUNTY)

KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to the undersigned, the receipt of which is hereby acknowledged, We, DENNIS D. ADAMS and VIRGINIA C. ADAMS, Husband and Wife (GRANTORS), do grant, bargain, sell and convey unto DENNIS D. ADAMS, (GRANTEE), all of our right, title, interest, and claim in or to the following described real estate situated in Okaloosa County, Florida:

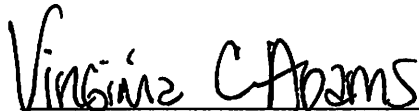
Lot 37, Block E, Holiday Isle Section # 4, according to the Plat thereof as recorded in Plat Book 4, page(s) 29, of the Public Records of Okaloosa County, Florida.

To have and to hold said GRANTEE forever.

Dated this the 11th day of March, 2004.



DENNIS D. ADAMS



VIRGINIA C. ADAMS

STATE OF Alabama)
Escambia COUNTY)

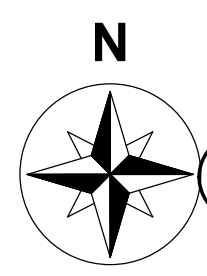
The foregoing instrument was acknowledged before me this 11th day of March, 2004 by DENNIS D. ADAMS and VIRGINIA C. ADAMS, who is personally known to me or who has produced Driver License as identification and who did take an oath.



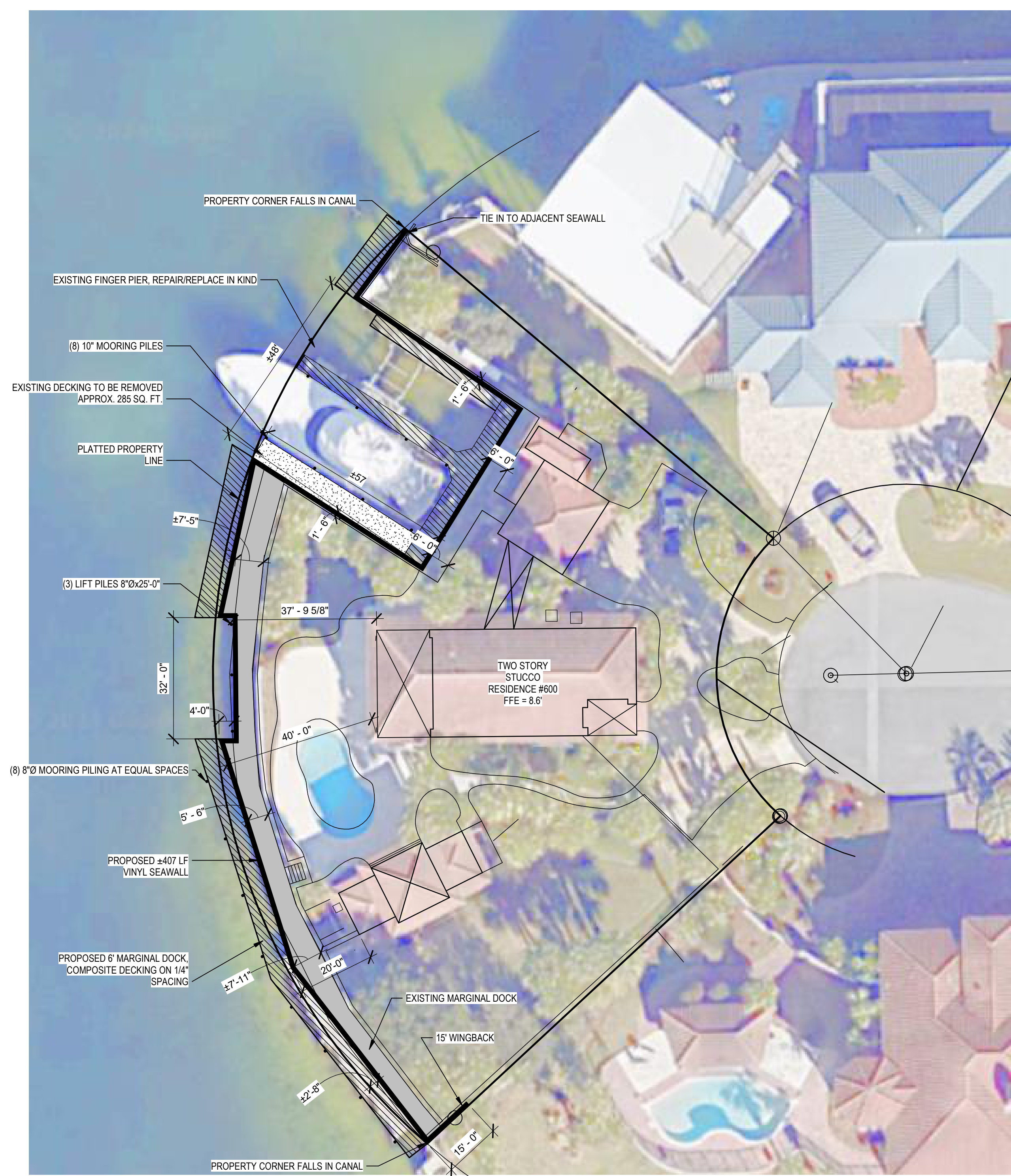
NOTARY PUBLIC:

My Commission Expires:

MY COMMISSION EXPIRES 12/16/07



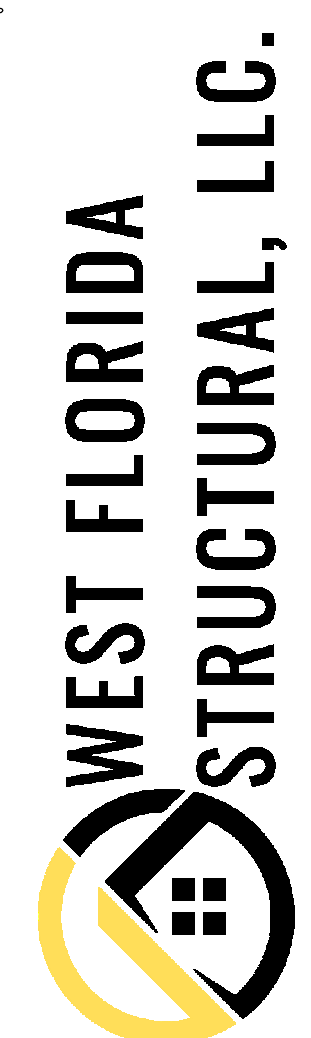
1 SITE PLAN - 600 MAGNOLIA DR PROPERTY OVERLAY
1" = 20'-0"



PROJECT AREAS:	
EXISTING OVER WATER SURFACE AREA =	±2220 SF
PROPOSED OVER WATER SURFACE AREA =	±1747 SF
PROPOSED MARGINAL DOCK LENGTH =	±176 LF
PROPOSED MARGINAL DOCK AREA =	±1,066 SF
PROPOSED UPLAND DOCK AREA =	±878 SF
PROPOSED WHITE SAND BACKFILL =	±500 CY
±60 FT MARGINAL DOCK LEG =	±360 SF
±66 FT MARGINAL DOCK LEG =	±396 SF
±47 FT MARGINAL DOCK LEG =	±282 SF
±23 FT MARGINAL DOCK LEG =	±138 SF



Date: 10/06/22
Designed By: Designer
Drawn By: Author
Checked By: Checker



DRAWINGS ON
12"x18" SHEET ARE
HALF SCALE

600 MAGNOLIA DR
OKALOOSA COUNTY, FLORIDA

SHEET TITLE
PROPERTY
OVERLAY

SHEET NUMBER
S-2

From: [Palmer, Jodi J CIV \(USA\)](#)
To: [jcnc_gray@yahoo.com](#); [Elise@mycompassmarine.com](#)
Cc: [Mccraw, Kelsey L CIV USARMY CESAJ \(USA\)](#)
Subject: Adams, Dennis- seawall, dock, lift
Date: Friday, February 21, 2025 7:45:09 AM

Good morning,

This email is regarding your application for a Department of the Army, Good Corps of Engineers permit for a project known as “Adams, Dennis- seawall, dock, lift”.

It has been assigned USACE number: **SAJ-2008-01592**

Please refer to this number in all future correspondence on this project and directly to your assigned Project Manager.

Kelsey Mccraw has been assigned as the Project Manager.

She can be reached at (409) 956-1142 or kelsey.l.mccraw@usace.army.mil

We request that you allow at least 10 business days before contacting your assigned project manager, copied on this message. Additionally, please be aware that work performed in waters of the United States and/or the discharge of dredged or fill material into adjacent wetlands without USACE authorization could subject you to an enforcement action from the USACE. Receipt of a permit from the Florida Department of Environmental Protection, Water Management Districts, and/or other state or local agencies does not preclude the requirement for obtaining USACE consent for the work described above prior to commencing work.

Respectfully,
Jodi J. Palmer
Jodi.J.Palmer@usace.army.mil
Regulatory Division – North Branch
Jacksonville District
US Army Corps of Engineers

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 7, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.G.

TO: City Council

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

FROM: Daniel Butler, Principal Planner
Steve O'Connor, Deputy Community Development Director

DATE: March 31, 2025

SUBJECT: 84 Indian Bayou Dr, Residential Marine Construction, HWB-001554-2025

I. BACKGROUND: Richard Lauterbach applied for Harbor and Waterways Board review for the construction of a new single-family dock and a covered boat lift.

The applicant seeks a recommendation of approval from the City Council for a Residential Marine Construction project proposing a dock and covered boat slip with:

Total Square Feet:	1,350
Total Number of Piers or Docks:	1 Dock
Total Length:	75'
Total Slip Density:	1
Located in the Destin Harbor:	No

II. DISCUSSION: The applicant requests City Council review of residential marine construction located at 84 Indian Bayou Dr within Indian Bayou.

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: *Proposed construction complies with this regulation. 20% of 375 LF would be*

75 LF.

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: *Proposed construction complies with this regulation. 20% of 375 LF would be 75 LF.*

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: *The width of the property at the Mean-High Water Line (MHWL) is approximately 100', per the survey submitted. As the proposed dock is 75' long, this complies with the LDC.*

1. 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

2. 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 proposed construction complies with this regulation. Only 1 slip is proposed, so they will not exceed the required slip density.

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.

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: Although the proposed dock is not within the 25-foot riparian setback, Staff sent the provided Adjacent Property Notification to the neighboring properties on March 4, 2025.

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

Staff response: *Staff sent the provided Adjacent Property Notification to the neighboring properties on March 4th, 2025. 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.*

PUBLIC COMMENT:

Staff have received no comments from the public to date.

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.

- A. Link to Strategic Goals / Objectives: II. Enhanced quality of life and safety for families.
- B. Effect on Budget (EOB): n/a
- C. Level of Service (LOS): n/a
- D. Legislative Sponsor:
- E. Business Impact Statement:

III. CONCLUSION: The applicant requests City Council approval for a Residential Marine Construction Project located at 84 Indian Bayou Drive. Additionally, the applicant provided approvals from both the Florida Department of Environmental Protection (FDEP), Permit No.:0444565-001-EI/46 and U.S. Army Corps of Engineers (USACE), SAJ-2024-00075.

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*).

At the regularly scheduled Harbor and Waterways Board meeting on March 27, 2025, the Board made a motion to recommend City Council approve the request as presented. The motion passed unanimously.

IV. RECOMMENDED MOTION: I move to approve the Proposed Residential Marine Construction Project at 84 Indian Bayou Drive, for the construction of a new single-family residential dock and a covered boat lift, 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.

ALTERNATIVE MOTION:

I move to deny the Proposed Residential Marine Construction Project at 84 Indian Bayou Drive.

Attachments:

1. Adjacent Property Notification
2. Boundary Survey
3. Existing Conditions- Images
4. FDEP Approval
5. HOA Approval
6. Proof of Ownership
7. Scaled and Dimensioned Site Plan
8. USACE Approval



Community Development Planning Division

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

March 4th, 2025

SUBJECT: Notification of Harbor & Waterways Board Application (HWB- 001554-2025) – Residential Marine Construction – 84 Indian Bayou Dr

Dear Property Owner:

This letter is to notify you of a proposed marine construction project at **84 Indian Bayou Dr.** 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 March 27th, 2025 (tentative).**

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: Richard Lauterbach
2. Name of Agent: William Luke, Anchor Marine Construction Inc.
3. Address of Project: 84 Indian Bayou Dr.
4. Parcel ID Number: 00-2S-22-1280-000E-0010
5. Project Description: Construction of new residential dock and boatlift
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
Planner

CC: Steve O'Connor, Deputy Community Development Director
Planning
Project File



SURVEY REPORT:

1. NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY FGS-SURVEYORS, LLC., 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 FGS-SURVEYORS, LLC.
4. APPARENT USES ARE AS SHOWN. NO APPARENT USES WERE DETERMINED.
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. BEARINGS SHOWN HEREON ARE REFERENCED TO THE LINE AS SHOWN ABOVE. BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST RIGHT OF WAY LINE OF INDIAN BAYOU DRIVE, SAID LINE BEARING N11°59'24"W 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. THIS PARCEL LIES IN FLOOD ZONE AE (8), AE (7) AND ZONE X (0.2% ANNUAL CHANCE OF FLOOD HAZARD) AS DETERMINED BY SCALE FROM FEMA PANEL #12091C0489J, DATED 03/09/2021, AND FURNISHED BYFEMA FLOOD MAP SERVICE CENTER.

LEGEND:

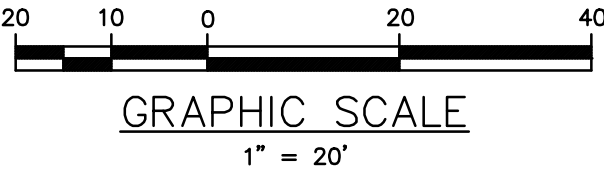
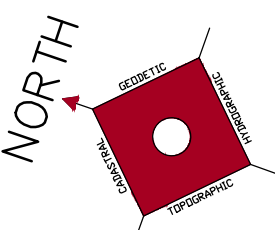
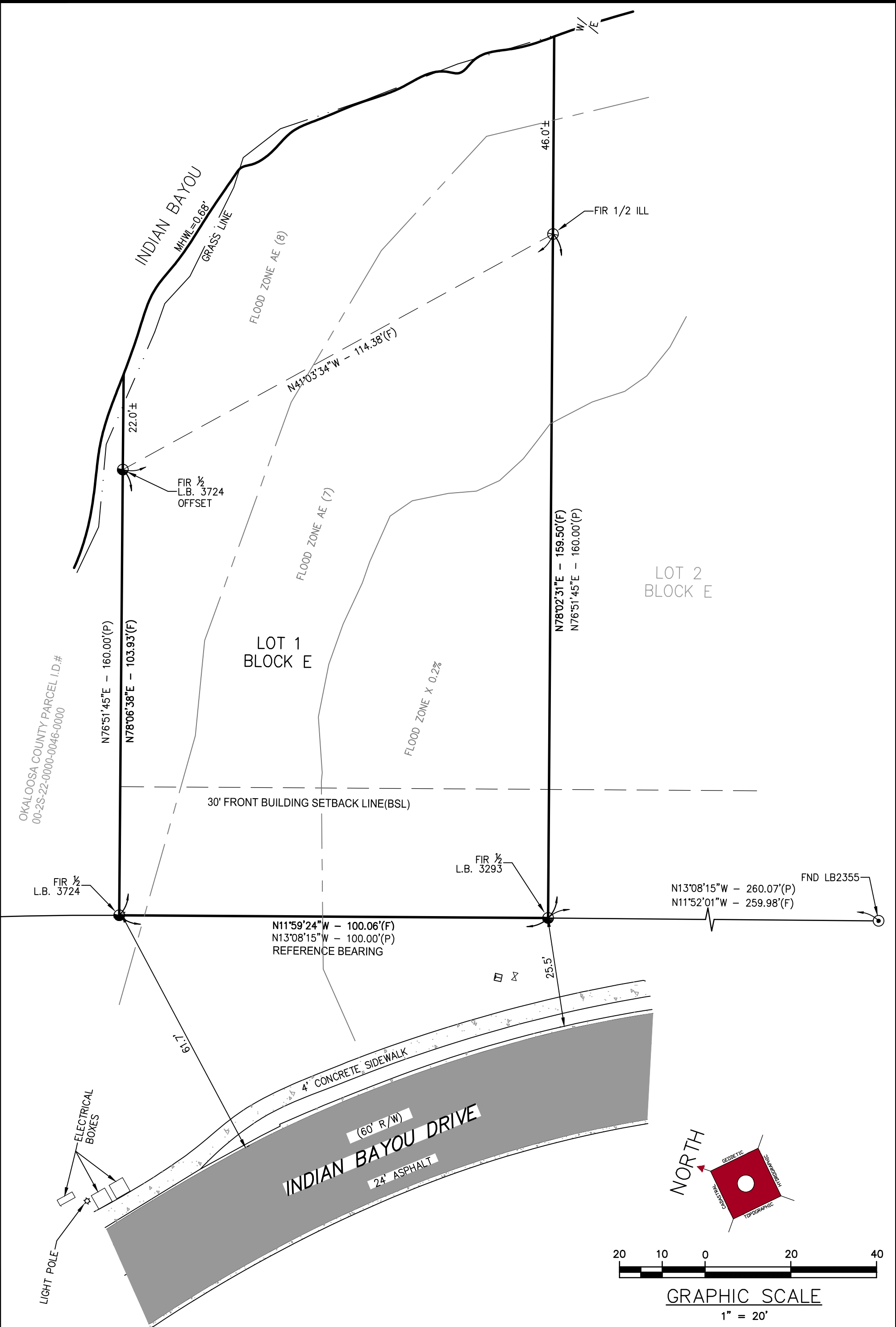
- No. OR # = NUMBER
- = DISTANCE NOT TO SCALE
- L.B. = LICENSED BUSINESS
- L.S. = LICENSED SURVEYOR
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- ± = MORE OR LESS
- R/W = RIGHT OF WAY
- FND = FOUND NAIL AND DISK
- NO ID = NO IDENTIFICATION
- NAD = NORTH AMERICAN DATUM
- NAVD = NORTH AMERICAN VERTICAL DATUM
- (F) = FIELD MEASURED DATA
- (P) = RECORD PLAT DATA
- W/E = WATERS EDGE
- = WATER METER
- = TELEPHONE SERVICE BOX
- = IRRIGATION CONTROL VALVE
- = (FIR) FOUND 1/2" CAPPED IRON ROD, NO IDENTIFICATION
- = (FIR) FOUND 1/2" CAPPED IRON ROD, IDENTIFICATION NUMBER FURNISHED

THIS SURVEY IS CERTIFIED TO:

RICHARD & LINDA LAUTERBACH
MCNEESE TITLE, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY

LOT 1, BLOCK E INDIAN BAYOU PLAT BOOK 5, PAGE 114–117, UNSECTIONALIZED TOWNSHIP 2 SOUTHR, RANGE 22 WEST OKALOOSA COUNTY, FLORIDA				© FGS SURVEYORS 2024 	
TYPE SURVEY: BOUNDARY		 Douglas W Cothern cn=Douglas W Cothern, o=FGS, email=doug.c@fgs-surveyors.com, c=US 2024.04.03 10:17:50 -05'00' 2024.001 20629		HORACE WAYNE WALKER, JR. – FL PSM No.5029 DOUGLAS W. COTHERN – FL PSM No.6508	
CLIENT: MCNEESE					
FIELD DATE: 03/27/2024	F.B. 24–001				
COORDINATE SYSTEM: State Plane – Florida North		02 APRIL 2024		LB #8227	
HORIZ. DATUM: NAD 1983	VERT. DATUM: NAVD 1988				
 FGS-SURVEYORS (833) 787-8627 WWW.FGS-SURVEYORS.COM 403 BOB SIKES BOULEVARD FORT WALTON BEACH, FL 32547				Drawn By: BC Checked By: DWC MAP# 240102 SHEET 1 OF 2	

11/9/2022 Doug Cotherr q:\state-proj\florida-proj\2024 projects\240102 indian bayou drive-94\cadd files\dwg\240102 indian bayou dr 84











FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, Florida 32502-5794

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Alexis A. Lambert
Secretary

Permittee/Authorized Entity:

Richard Lauterbach
485 Captains Cir.
Destin, FL. 32541
dicklauterbach@gmail.com

Lauterbach Dock
Okaloosa County

Authorized Agent:

Jason Taylor
1225 Oakview Rd.
Decatur, GA 30030
jason@oakhurstconsult.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.: 0454171-001-EI/46

**Permit Issuance Date: January 10, 2025
Permit Construction Phase Expiration Date: January 10, 2030**



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Alexis A. Lambert
Secretary

Northwest District
160 W. Government Street, Suite 308
Pensacola, Florida 32502-5794

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittee/Grantee: Richard Lauterbach
Permit No: 0454171-001-EI/46

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at 84 Indian Bayou Dr., Parcel ID 00-2S-22-1280-000E-0010, Destin, Florida 32541, in Section 21, Township 2 South, Range 22 West in Okaloosa County, at 30°23'59.6764" North Latitude, -86°26'58.0222" West Longitude

PROJECT DESCRIPTION

The permittee is authorized to construct a 1,350 square foot single-family dock consisting of a 55-foot by 4-foot access pier, a 20-foot by 16-foot terminal platform, a 12-foot by 8-foot step-down platform, a 53-foot by 4-foot catwalk, a 36-foot by 13-foot covered boat lift with a 17-foot by 2-foot roof overhang and an upland retaining wall that will be 5 feet landward of the Mean High Water Line. The dock will use approximately twenty (20) 6-inch pilings and eight (8) 8-inch pilings that will be vibrated into the water within Indian Bayou a Class II, Florida Waterbody and Prohibited Shellfish Harvesting Area. Authorized activities are depicted on the attached exhibits.

AUTHORIZATIONS

Lauterbach Dock

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

1. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.
2. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting non-threatening problems or system malfunctions is (850) 595-0663, day or night.
3. The mailing address for submittal of forms for the “Construction Commencement Notice”, “As-Built Certification ...”, “Request for Conversion of Stormwater Management Permit Construction Phase to Operation and Maintenance Phase”, or other correspondence is FDEP, SLERP, 160 W Government St., Suite 308 Pensacola Florida, 32502.

SPECIFIC CONDITIONS - PRIOR TO ANY CONSTRUCTION

4. 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 the ambient turbidity levels of the surrounding Outstanding Florida Waters.
5. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed around the active construction areas of the site. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not degrade the ambient water quality of Outstanding Florida Waters. The permittee shall be responsible for inspecting and maintaining turbidity

control devices so no degradation of the ambient water quality of Outstanding Florida Waters outside of the turbidity screens occurs. Turbidity shall be monitored as described in the monitoring portion of this permit.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

6. If the approved permit drawings and/or narrative conflict with the Specific Conditions, then the Specific Conditions shall prevail.
7. 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.
8. A floating turbidity curtain shall be installed around the construction area and will remain in place until pilings have been installed and turbidity levels within the work area have returned to background levels prior to construction of the dock.
9. 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.
10. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.
11. Watercraft associated with the construction of the permitted structure shall operate within waters of sufficient depth to preclude bottom scouring, prop dredging or damage to submerged bottom or submerged resources. During all construction activities, there shall be a minimum of 1-foot clearance between the draft of the construction vessel and the top of any submerged resources or submerged bottom.
12. The following measures shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed the ambient water quality levels of the Outstanding Florida Waters:
 - a. Immediately cease all work contributing to the water quality violation.
 - b. Modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any 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.

13. There shall be no storage or stockpiling of tools or materials (i.e., lumber, pilings, equipment) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters of the state unless specifically approved in the permit.
14. 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.
15. All chemically-treated pilings associated with the permitted docking structures and mooring piles shall be wrapped with impermeable plastic or PVC sleeves in such a manner as to reduce the leaching of deleterious substances from the pilings. The sleeves shall be installed concurrently with the installation of the pilings, shall extend from at least 6" below the level of the substrate to at least 2' above the mean high-water line and shall be maintained over the life of the structure.
16. The elevation of the decking shall be a minimum of 5 feet above the mean high-water line and shall have a minimum of 1/2-inch spacing between deck planks.
17. Deck planks shall be no wider than eight inches.
18. This permit does not authorize the construction of additional structures not illustrated on the permit drawings. Examples of additional structures, which are not authorized by this permit include but are not limited to: enclosed sides, walkways, doors, awnings, and decking around or under the bottom of the pile-supported structures. Storage of equipment, pesticides, herbicides, construction material, trash receptacles, or part of a septic tank system beneath the pile-supported structure is prohibited.
19. 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.

SPECIFIC CONDITIONS - OTHER LISTED SPECIES

20. 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 applicant 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, 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

FWCConservationPlanningServices@MyFWC.com.

21. 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.
22. 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).

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

23. To protect benthic and wetland resources when present, the elevation of the decking shall be maintained at a minimum of five feet above mean high for the life of the facility. There shall be a minimum of ½-inch spacing between deck planks maintained for the life of the facility.
24. All future authorized replacement pilings for the docking structures shall be spaced at least ten feet apart and shall be installed by vibrating, pounding or hand-auguring them in place. Jetting of pilings within seagrass areas shall be prohibited.
25. There shall be a minimum 12-inch clearance between the deepest draft of the vessel (with the motor in the down position) and top of the outstretched submerged aquatic vegetation at mean low water so as to preclude bottom scouring or prop dredging.
26. Overboard discharges of trash, human or animal waste, or fuel shall not occur at the dock.

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.

Permittee: Richard Lauterbach
Permit No: 0454171-001-EI/46
Page 15 of 17

Permit Expiration: January 10, 2030

Executed in Pensacola, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Kimberly R. Allen
Permitting Program Administrator

KRA:lw

Attachments:

Exhibit 1, Project Drawings and Design Specs., 4 pages

Copies furnished to:

FDEP, Kim.Allen@FloridaDEP.gov, Blake.A.Chapman@FloridaDEP.gov,
Russell.Sullivan@FloridaDEP.gov, Leah.Vickery@FloridaDEP.gov
Applicant, dicklauterbach@gmail.com
Agent, jason@oakhurstconsult.com
Okaloosa County, mmartinez@myokaloosa.com, jautrey@myokaloosa.com,
sbitterman@myokaloosa.com, roadinfo@myokaloosa.com, propertyappraiser@okaloosapa.com,
planning@cityofdestin.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this permit and authorization to use sovereignty submerged lands, including all copies, were mailed before the close of business on January 10, 2025, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the
Florida Statutes, with the designated Department Clerk,
receipt of which is hereby acknowledged.


Clerk

January 10, 2025
Date

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

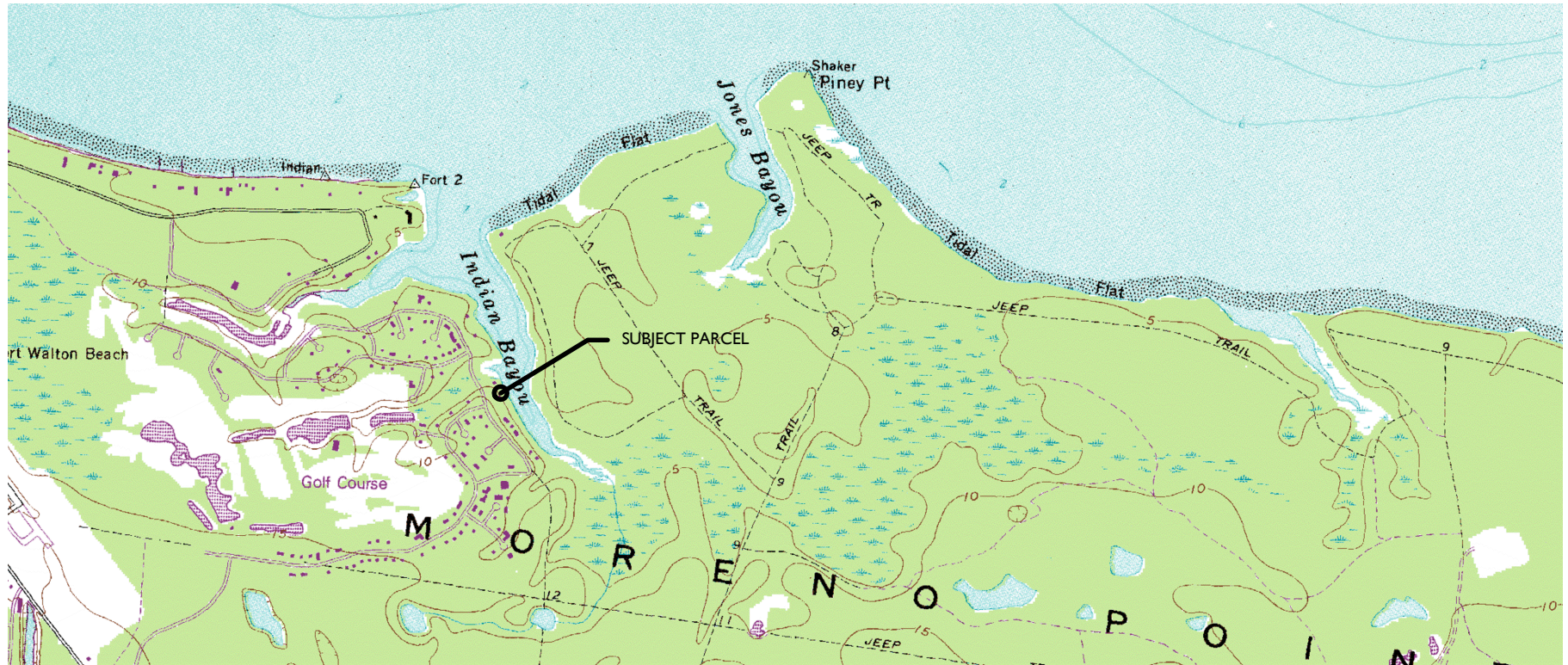
Report any collision with or injury to a manatee:

Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC



PROPERTY INFO

PID: 00-2S-22-1280-000E-0010
 SITUS: 84 INDIAN BAYOU DR
 DESTIN, FL 32541
 LAT: 30.4000616
 LONG: -86.4494137

RECORD OWNER

LAUTERBACH RICHARD & LINDA
 485 CAPTAINS CIRCLE
 DESTIN FL 32541

DRAWING INDEX

1- SITE LOCATION & SHEET INDEX
 2-PLAN VIEW DEPICTED ONTO AERIAL
 3-PLAN VIEW
 4-PROFILE TYP.

84 INDIAN BAYOU DRIVE, LAUTERBACH DOCK

SITE LOCATION & DRAWING INDEX

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DRAWN BY: JAT

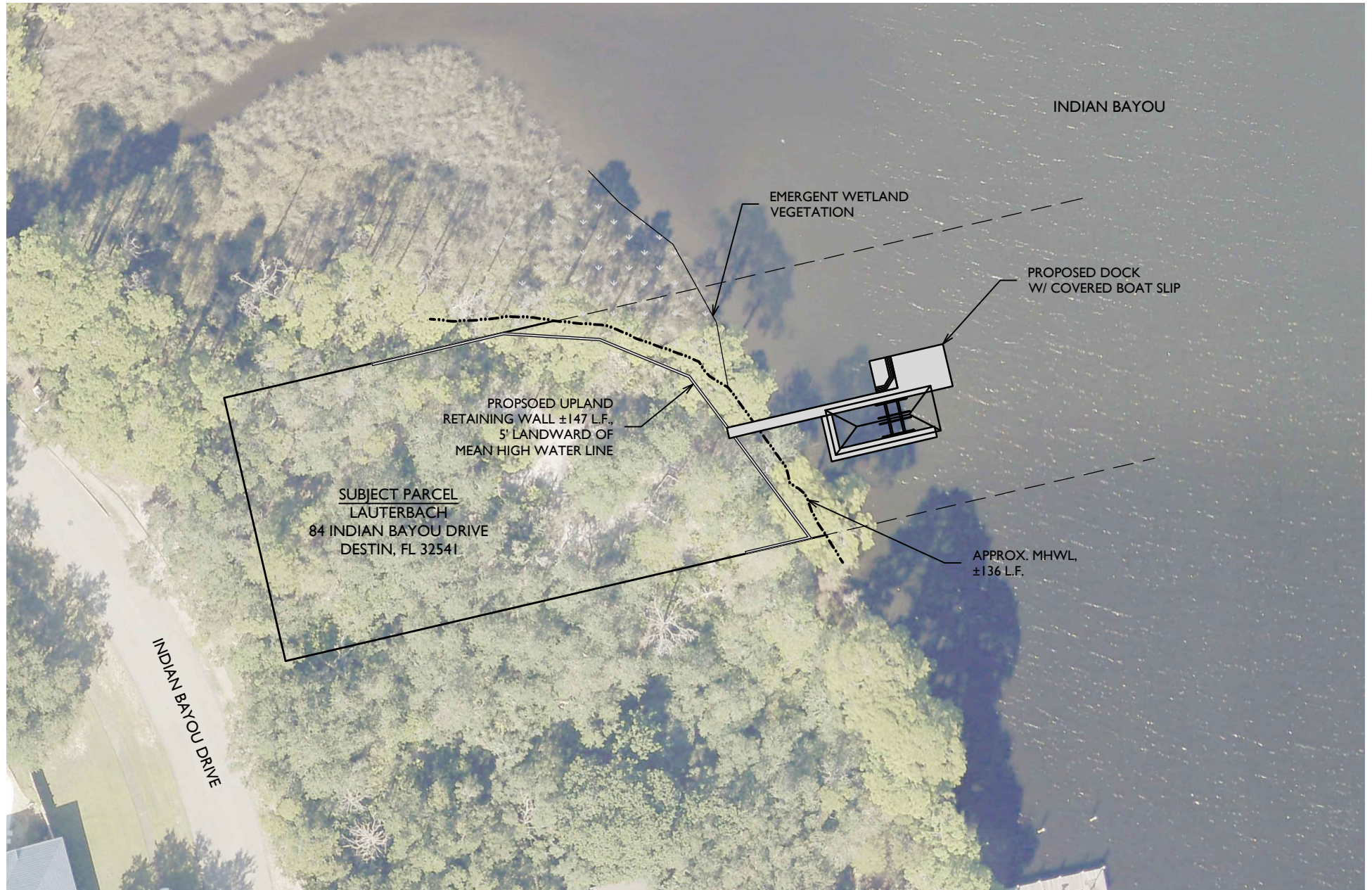
DRAWING DATE: 08.08.2024

SHEET: 1 OF 4

OAKHURST
 CONSULTING

JASON@OAKHURSTCONSULT.COM



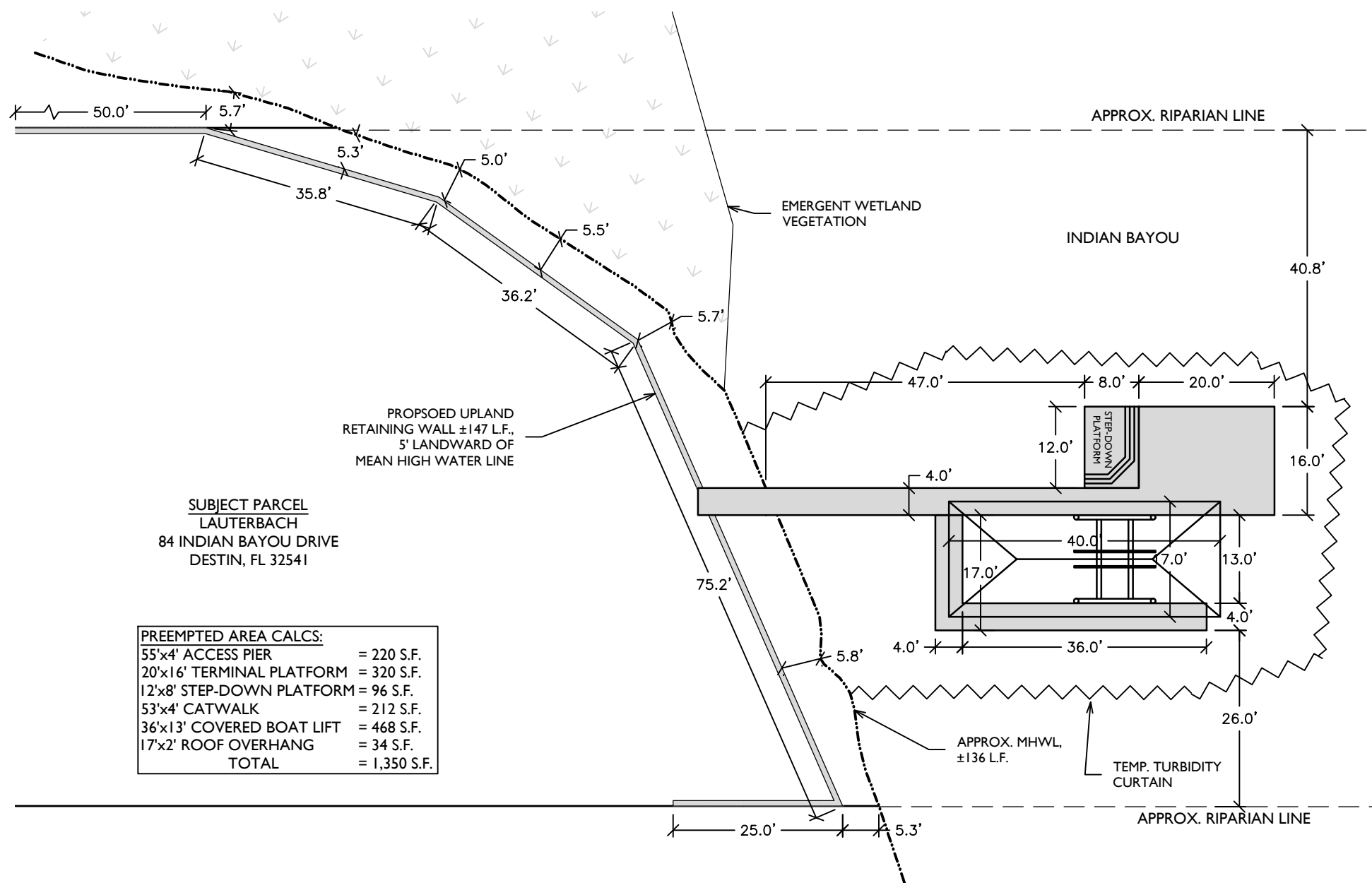


84 INDIAN BAYOU DRIVE, LAUTERBACH DOCK
 PLAN VIEW DEPICTED ONTO AERIAL
 JOB NO.: 2024.028
 DRAWN BY: JAT
 SHEET: 2 OF 4

OAKHURST
 CONSULTING

JASON@OAKHURSTCONSULT.COM





84 INDIAN BAYOU DRIVE, LAUTERBACH DOCK

PLAN VIEW

JOB NO.: 2024.028

DRAWN BY: JAT

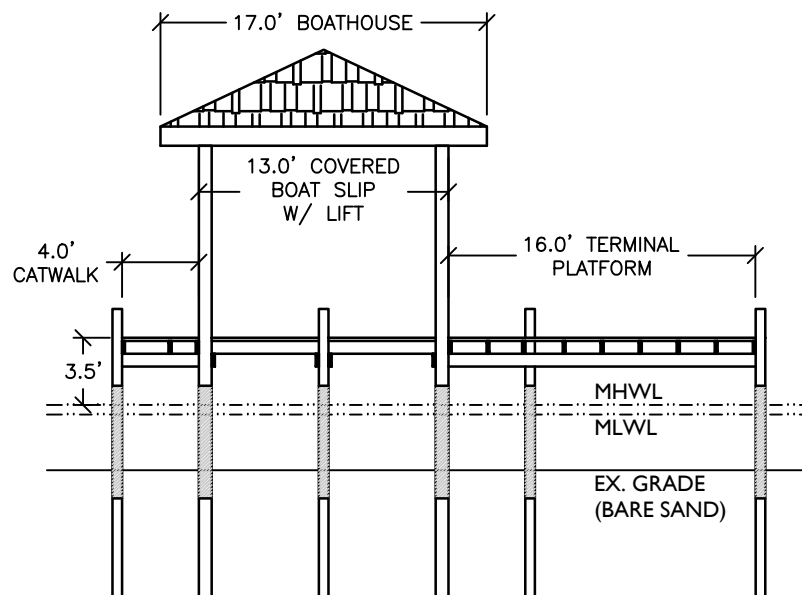
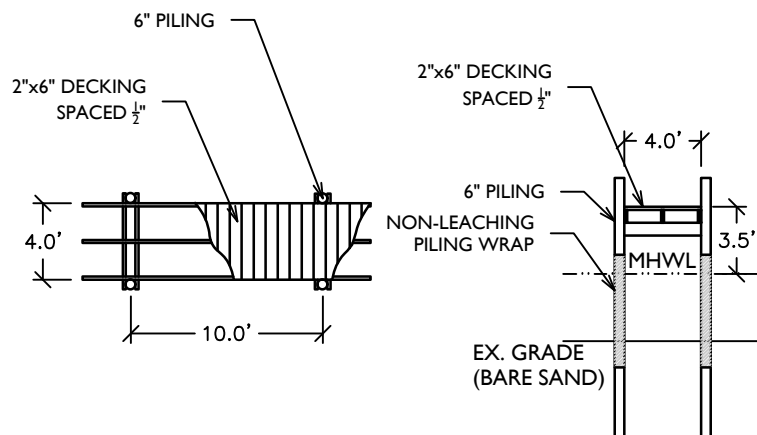
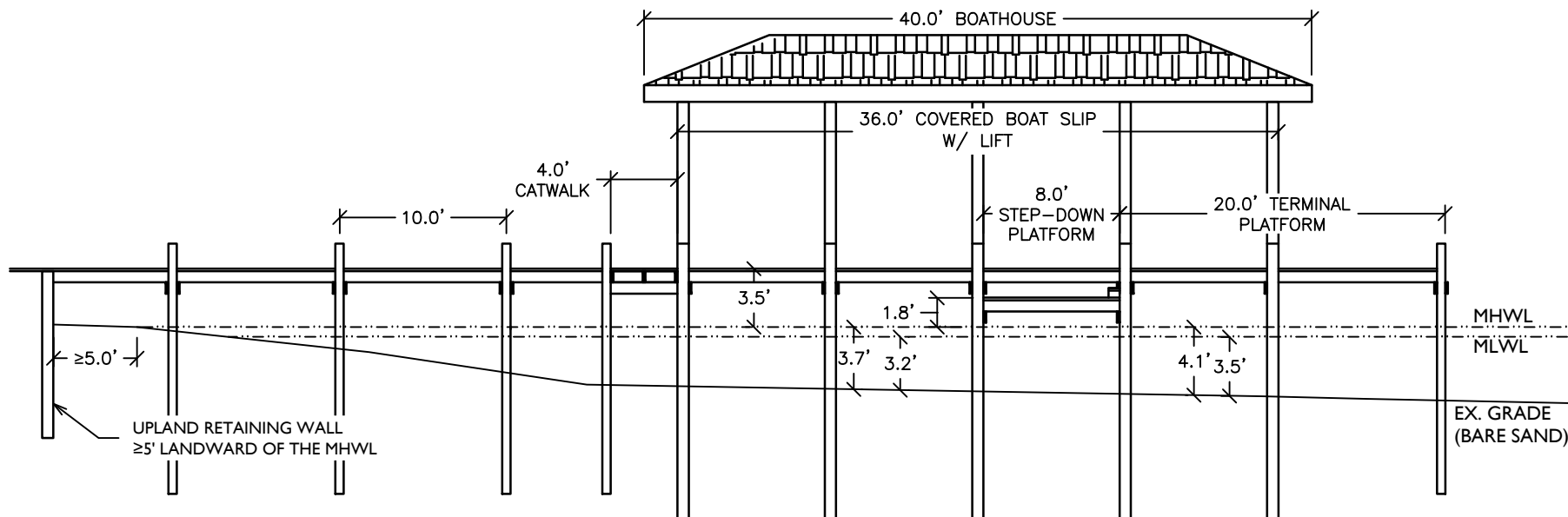
DRAWING DATE: 08.08.2024

SHEET: 3 OF 4

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM





84 INDIAN BAYOU DRIVE, LAUTERBACH DOCK

PROFILE TYP.

JOB NO.: 2024.028

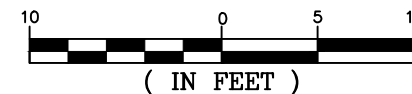
DRAWN BY: JAT

DRAWING DATE: 08.08.2024

SHEET: 4 OF 4

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM



Request Details

Status: Approved

5/14/2024

Ticket #

#054154

Name

Richard and Diane Lauterbach

Email

dicklauterbach@gmail.com

Phone

850-737-8255

Type of structure

Boat Dock, New Home Construction

Address:

84 Indian Bayou

Materials to be used:

Multiple-Brick and Hardy Siding-Tile
Roof

Dimensions of project:

3900 sq Ft New construction 120' X 76'
OVERALL

Setbacks:

10' side set backs - 30' front and 55-76'
off roadway

Additional Comments

IMPROVEMENTS TO INCLUDE: New House - Brick and Hardy Plank siding with Shake Shingle style tile roof Covered and retractible screen outdoor living space with grille Plastered Pool/Hot tub w/tile deck Seawall and dock with covered Boat Lift Shires Construction General Contractor shireshomes@gmail.com 1-850-585-0762 Bart Miller Architect Bart 30a@yahoo.com 1-850-419-1977

Upload Documents

Lauterbach Floor Plan on Plat.pdf

Rear and Right Elevation.pdf

Floor Plan.pdf

Front and Left Elevation.pdf

Attachments

Screenshot 2024-05-15 at 6.58.38 AM.png

5/15/2024

download

Screenshot 2024-05-15 at 7.16.15 AM.png

5/15/2024

download

Ticket Comments

Deborah Dominick - Admin

5/14/2024

Thank you for submitting your request. The Architectural Review Committee will meet sometime next week to review the information you have sent. I do have a couple of questions I need to clarify.

1. Is the boat lift part of the request at this time? If not keep in mind you will need a separate approval for the boat lift when you are ready to have it completed.
2. Have you received an approval from the city for your plans?
3. What will the sea wall consist of?

Richard and Diane Lauterbach

5/15/2024

Deborah,

1) Yes my intent is to get approval on the Boat Lift Seawall and house.
2) We have not officially gone to the city yet with this plan. We will after we attain Indian Bayou ARC approval. We are in engineering phase and once the drainage plan is complete we will apply to the city for permits to begin.
3)The Seawall will be a vinyl [PVC] corrugated [Navy wall style] with a composite top surface. Wood pilings and wood support beams will support it. The top walking surface will be a composite material, like Trex. I have attached a couple of pictures of the intended design. The dock with also have the same wood base and composite top walking surface.

Thank You and hope this clarifies your questions.

Dick Lauterbach
[Screenshot 2024-05-15 at 6.58.38 AM.png](#)
[Screenshot 2024-05-15 at 7.16.15 AM.png](#)

Deborah Dominick - Admin

5/24/2024

Mr. Lauterbach

I just wanted to let you know that the Architectural Review Committee had planned on meeting today to review your plans, however, one of the members fell and broke her hip today and another member is out of town. Therefore, we wouldn't have a quorum and I had to cancel the meeting for today. I will reschedule the meeting for the end of next week. I will get back with you after the meeting next week. I am sorry for the delay.

Richard and Diane Lauterbach

5/24/2024

Okay, thank you for the update. Hopefully the member that fell will be ok.

Dick

Deborah Dominick - Admin

5/30/2024

Mr. and Mrs. Lauterbach:

The Architectural Review Committee met this afternoon and approved your request for the house, the screened and retractable outdoor living space, with grille, the plaster pool/hot tub with tile deck the sea wall, dock and boat lift as described.

The Committee notes that all of your setback are in compliance with those of the Covenants, Restrictions and Reservations (the Covenants) for Indian Bayou.

You are reminded that you must secure proper approval and permits from any and all governmental agencies that have jurisdiction in this matter, including the City of Destin.

The Committee thanks you for the opportunity to review your plans.

Richard and Diane Lauterbach

Prepared by and return to:
Christina Owens
McNeese Title, LLC
42 Business Centre Drive
Suite 106
Miramar Beach, FL 32550
File Number: 24-0072CO

File #: 3683253 04/22/2024 09:18 AM

Fees: \$18.50 DeedDocTax: \$5,600.00

DC ASecrist

JD Peacock II Clerk of Circuit Court Okaloosa County, FL

Warranty Deed

Made this April 19, 2024 A.D. By **Michael Lamar Gilmore, Trustee of The Wilda M. Gilmore Trust, dated 6/12/2007**, whose address is: **565 Pocahontas Drive, Fort Walton Beach, FL 32547**, hereinafter called the grantor, to **Richard J. Lauterbach and Linda Diane Lauterbach, husband and wife**, whose address is: **485 Captains Circle, Destin, FL 32541**, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Okaloosa County, Florida**, viz:

Lot 1, Block E, INDIAN BAYOU UNIT ONE, according to the Plat of such subdivision recorded in Plat Book 5, Pages 114-117, of the Public Records of Okaloosa County, Florida.

Being and intended to be the same premises conveyed to the Grantor herein by deed recorded 07/06/2007, in Official Records Book 2794, Page 3964, Public Records of Okaloosa County, Florida.

Parcel ID Number: **00-2S-22-1280-000E-0010**

Said property is NOT the homestead property of the Grantor as defined by the Constitution of the State of Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except for all covenants, conditions, restrictions, reservations, limitations and easements of record, and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any and taxes accruing subsequent to December 31, 2023.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature

Witness Printed Name

Witness Address

Witness Signature

Witness Printed Name

Witness Address

Michael Lamar Gilmore, Trustee of The Wilda M. Gilmore Trust, dated 6/12/2007

STATE OF FLORIDA
COUNTY OF WALTON

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 17th day of April, 2024, by Michael Lamar Gilmore, Trustee of The Wilda M. Gilmore Trust, dated 6/12/2007.

Signature of Notary Public

Print, Type/Stamp Name of Notary

BENNETT CHRISTOPHER WRAY III

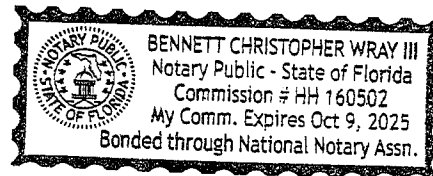
Personally Known: _____ OR Produced Identification: ☒

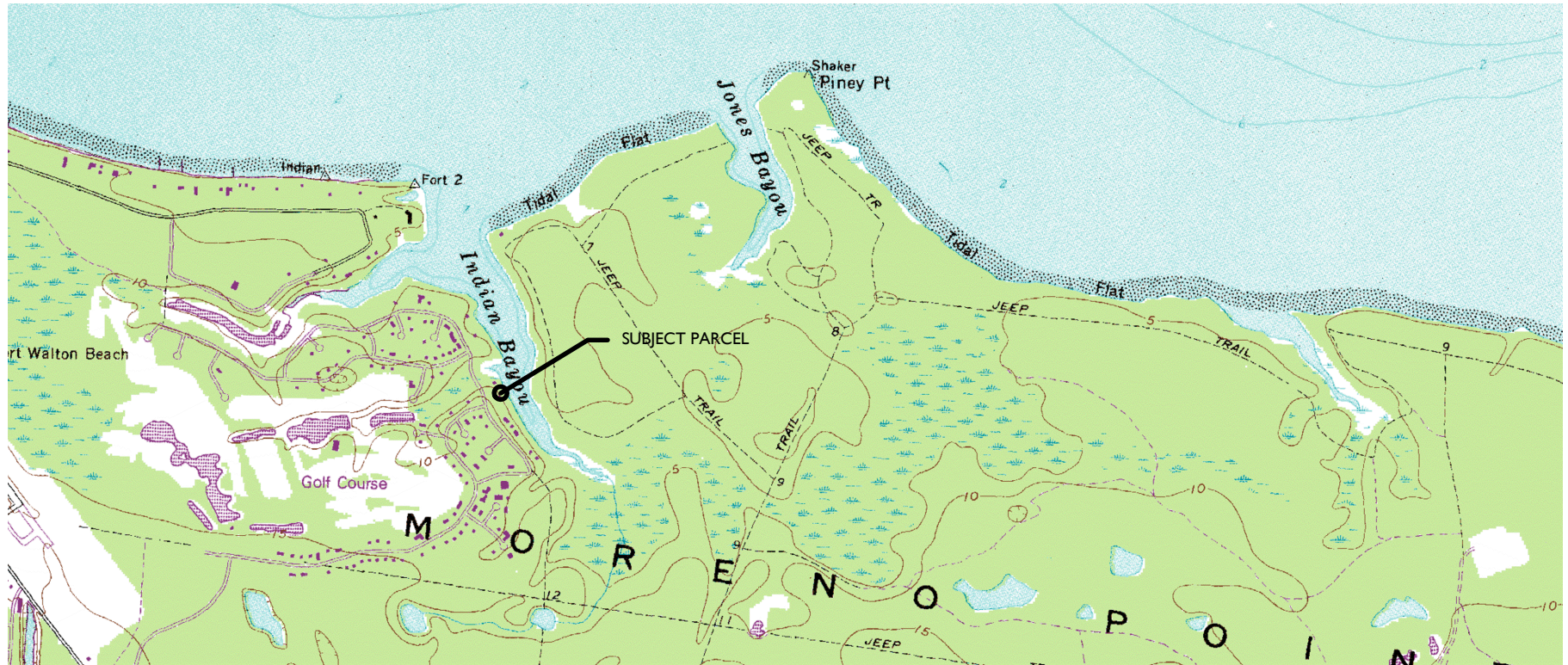
Type of Identification

Produced: DL

My commission expires: _____

(notary stamp or seal)



PROPERTY INFO

PID: 00-2S-22-1280-000E-0010
 SITUS: 84 INDIAN BAYOU DR
 DESTIN, FL 32541
 LAT: 30.4000616
 LONG: -86.4494137

RECORD OWNER

LAUTERBACH RICHARD & LINDA
 485 CAPTAINS CIRCLE
 DESTIN FL 32541

DRAWING INDEX

1- SITE LOCATION & SHEET INDEX
 2-PLAN VIEW DEPICTED ONTO AERIAL
 3-PLAN VIEW
 4-PROFILE TYP.

84 INDIAN BAYOU DRIVE, LAUTERBACH DOCK

SITE LOCATION & DRAWING INDEX

JOB NO.: 2024.028

DRAWN BY: JAT

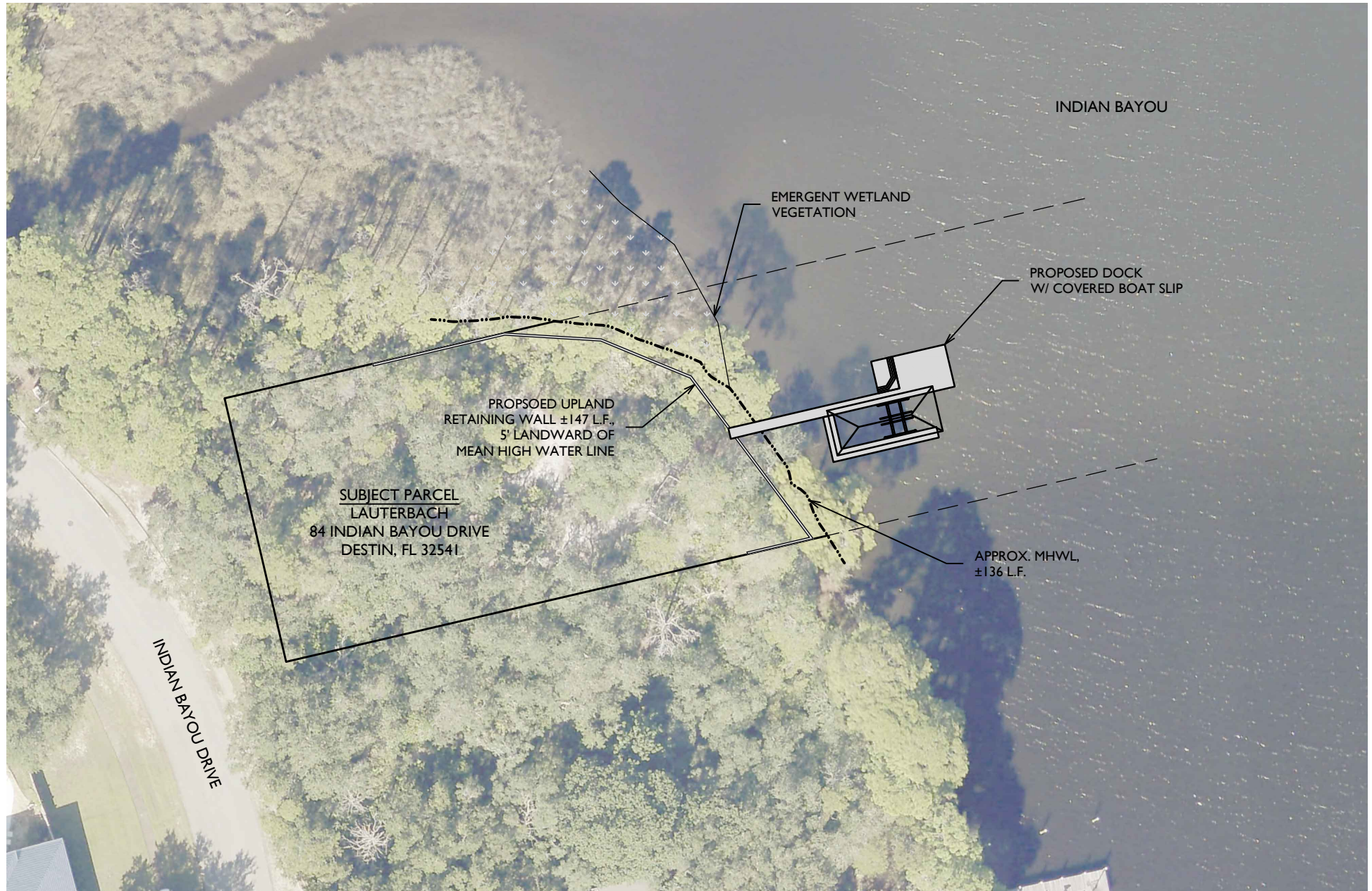
DRAWING DATE: 08.08.2024

SHEET: 1 OF 4

OAKHURST
 CONSULTING

JASON@OAKHURSTCONSULT.COM





84 INDIAN BAYOU DRIVE, LAUTERBACH DOCK

PLAN VIEW DEPICTED ONTO AERIAL

JOB NO.: 2024.028

DRAWN BY: JAT

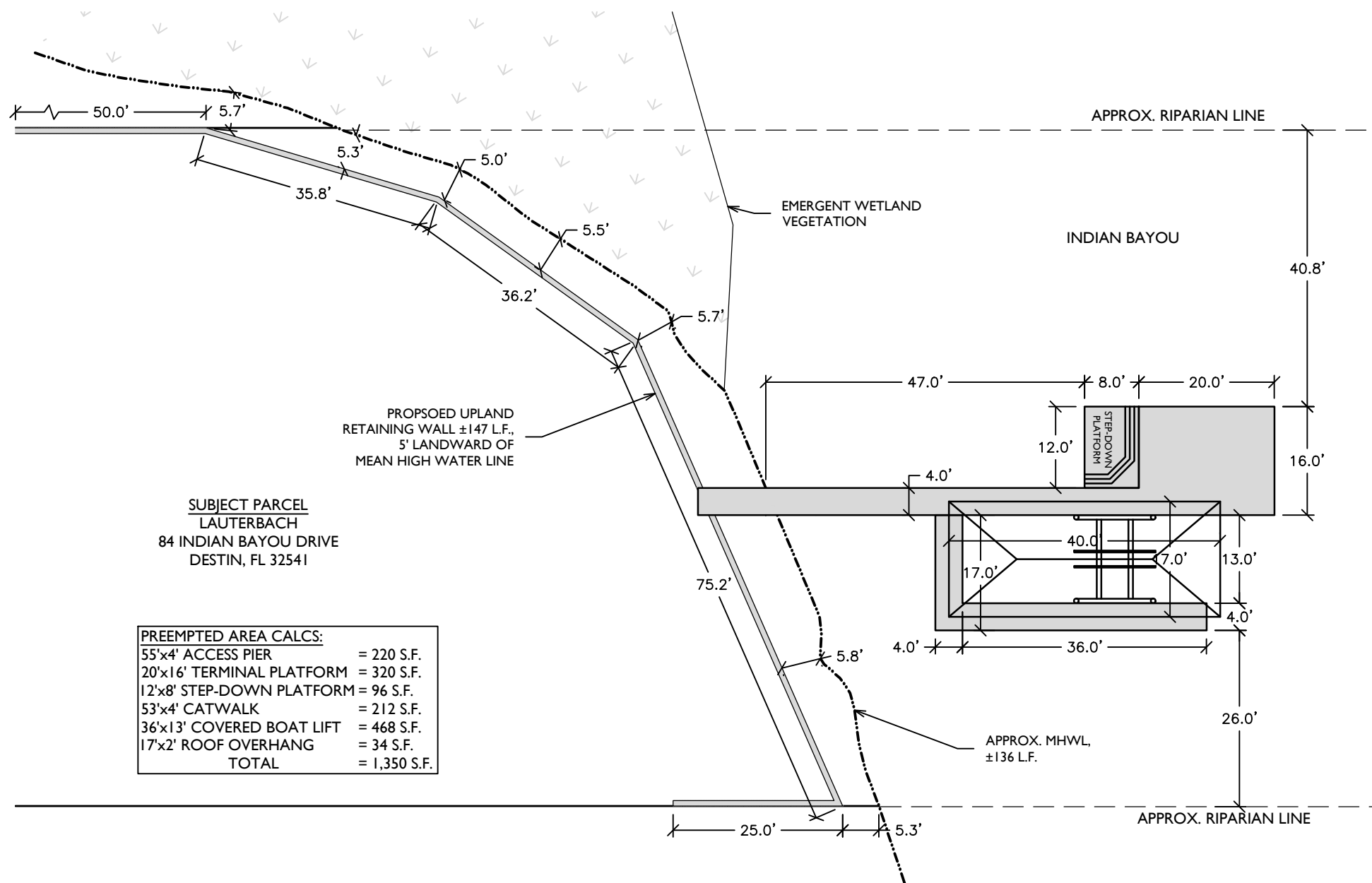
DRAWING DATE: 08.08.2024

SHEET: 2 OF 4

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM





84 INDIAN BAYOU DRIVE, LAUTERBACH DOCK

PLAN VIEW

JOB NO.: 2024.028

DRAWN BY: JAT

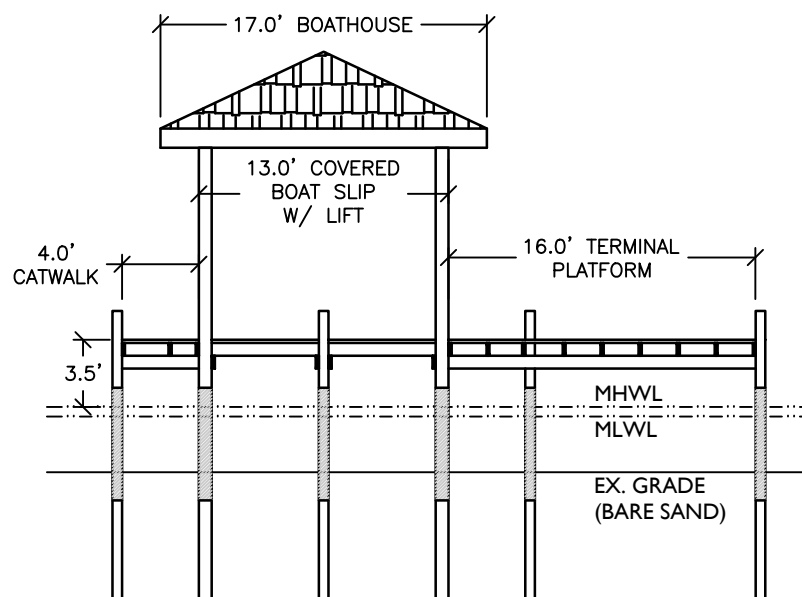
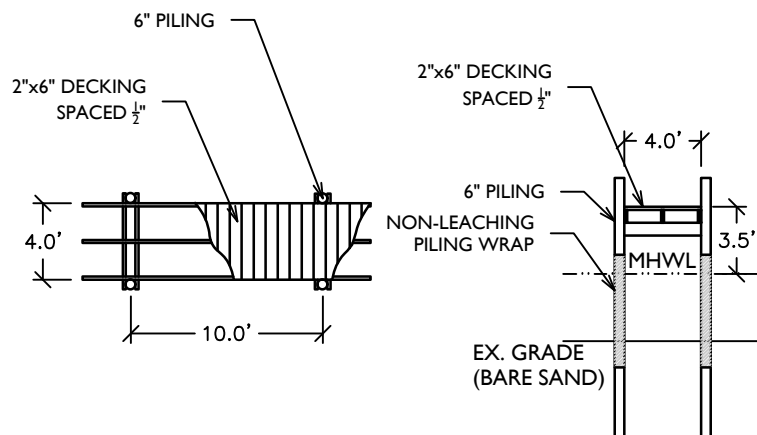
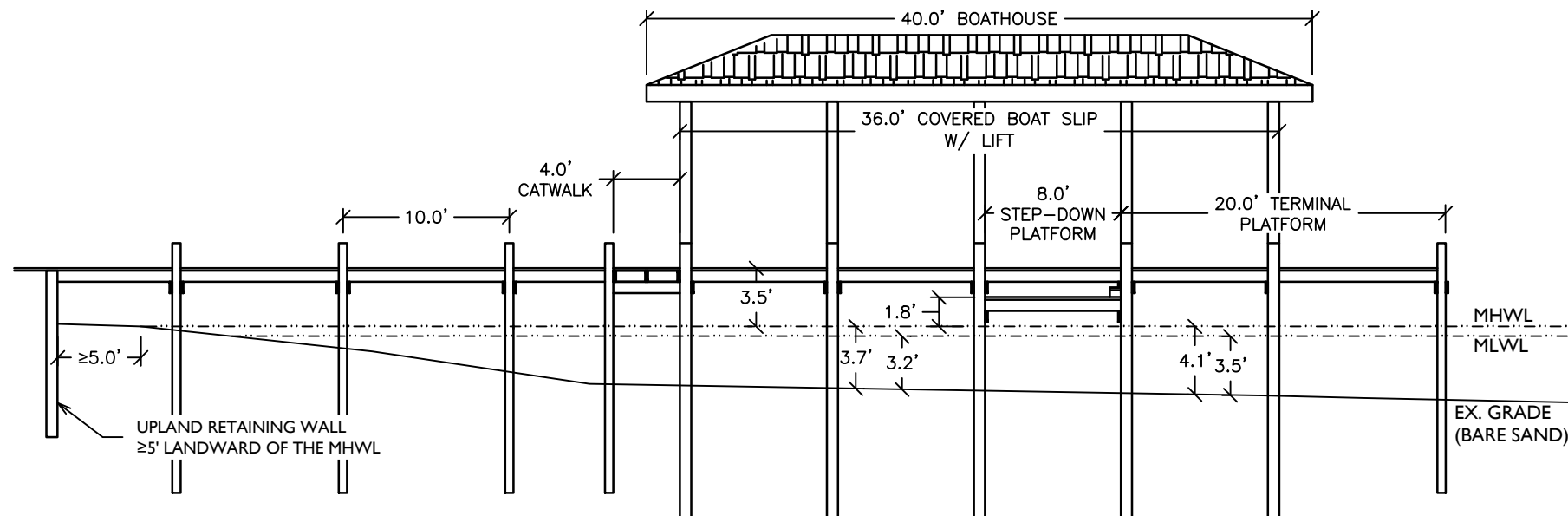
DRAWING DATE: 08.08.2024

SHEET: 3 OF 4

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CONSULTING

JASON@OAKHURSTCONSULT.COM





84 INDIAN BAYOU DRIVE, LAUTERBACH DOCK

PROFILE TYP.

JOB NO.: 2024.028

DRAWN BY: JAT

DRAWING DATE: 08.08.2024

SHEET: 4 OF 4

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM





DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
PENSACOLA REGULATORY FIELD OFFICE
41 NORTH JEFFERSON STREET, SUITE 301
PENSACOLA, FLORIDA 32502

October 30, 2024

Regulatory Division
North Permits Branch
Pensacola Section
SAJ-2024-04074 (RGP-MZH)

Richard Lauterbach
485 Captains Circle
Destin, FL 32541

Dear Mr. Lauterbach:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit, which the Corps received on September 3, 2024. Your application was assigned file number SAJ-2024-04074. A review of the information and drawings provided indicates that the proposed work would result in construction of a single family dock. The dock will consist of a 4-foot by 55-foot measured from the MHWL, a 16-foot by 20-foot terminal platform, an 8-foot by 12-foot lowered platform, a 4-foot by 53-foot L shaped catwalk around a 13-foot by 36-foot boat slip with a boatlift. A 40-foot by 17-foot roof will be constructed over the boat slip. The structure located waterward of the MHWL will measure 1350 square feet. The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403). The project is located in Indian Bayou, at 84 Indian Bayou Drive, in Section 00, Township 2S, Range 22W, Destin, Okaloosa County, Florida.

This letter verifies your project, as described above and depicted on the enclosed drawings, is authorized by Regional General Permit (RGP) SAJ-20 and any subsequent modifications, if applicable. **This RGP authorization is valid until March 28, 2028.** If you commence or are under contract to commence this activity before the date that SAJ-20 expires or is revoked, you will have 12 months from the date of the expiration or revocation of SAJ-20 to complete the activity under the present terms and conditions of SAJ-20.

Please access the Corps' Jacksonville District Regulatory Division Source Book web page to view the special and general conditions for SAJ-20, which apply specifically to this authorization. The Internet URL address is: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>. Please be aware this Internet address is case sensitive and you will need to enter it exactly as it appears above. Once there, select "General Permits." Then you will need to select the specific SAJ permit noted above.

You must comply with all of the general and special conditions of the RGP, as well as any project-specific conditions included in this letter.

General Conditions:

1. The time limit for completing the work authorized ends on **March 28, 2028.**
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner on the attached transfer form (Attachment 1) and forward a copy to this office to validate the transfer of this authorization.
5. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Project Specific Special Conditions:

The following project specific special conditions are included with this verification:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:
 - a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).
 - b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

- c. The Permittee shall reference this permit number, SAJ-2024-04074 (RGP-MZH), on all submittals.
- 2. Permit Conditions Prevail:** If information in the permit attachments conflict with the special conditions of this permit, the requirements of the permit special conditions shall prevail.
- 3. Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit, the Permittee shall submit a completed "Commencement Notification" form (Attachment 2).
- 4. Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.
- 5. Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form (Attachment 3) 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.
- 6. Cultural Resources/Historic Properties:**
 - a. No structure or work shall adversely affect, impact, or disturb properties listed in the National Register of Historic Places (NRHP), or those eligible for inclusion in the NRHP.
 - b. If, during permitted activities, items that may have historic or archaeological origin are observed the Permittee shall immediately cease all activities adjacent to the discovery that may result in the destruction of these resources and shall prevent his/her employees from further removing, or otherwise damaging, such resources. The applicant shall notify both the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333 and the Corps, of the observations within the same business day (8 hours). Examples of submerged historical, archaeological or cultural resources include shipwrecks, shipwreck debris fields (such as steam engine parts, or wood planks and beams), anchors, ballast rock, concreted iron objects, concentrations of coal, prehistoric watercraft (such as log "dugouts"), and other evidence of human activity. The materials may be deeply buried in sediment, resting in shallow sediments or above them, or protruding into water. The Corps shall coordinate with the Florida State

Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions. Project activities shall not resume without verbal and/or written authorization from the Corps.

- c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition and, if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.
 - d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the SHPO and from the Corps.
- 7. Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
- 8. Jacksonville District Programmatic Biological Opinion (JAXBO):** Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable PDCs contained in the JAXBO, based on the permitted activity. Johnson's seagrass and its critical habitat were delisted from the Endangered Species Act on May 16, 2022. Therefore, JAXBO PDCs required to minimize adverse effects to Johnson's seagrass and its critical habitat are no

longer applicable to any project. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at: <http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx> JAXBO may be subject to revision at any time. The most recent version of the JAXBO must be utilized during the design and construction of the permitted work.

- 9. Manatee Conditions:** The Permittee shall comply with the “Standard Manatee Conditions for In-Water Work – 2011” (Attachment 4). The most recent version of the Manatee Conditions must be utilized.
- 10. Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained daily until the authorized work has been completed and turbidity within the construction area has returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.

This letter of authorization does not include conditions that would prevent the ‘take’ of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits, which may be required.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at <https://regulatory.ops.usace.army.mil/customer-service-survey/>. Please be aware this Internet address is case sensitive and you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Should you have any questions related to this RGP verification or have issues accessing the documents referenced in this letter, please contact Mia Hopkins at the Pensacola Permits Section at the address listed in the letterhead, by telephone at 850-439-3474 extension 5, or by email at Maria.D.Zarbo@usace.army.mil.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mia Hopkins', written in a cursive style.

Mia Hopkins
Project Manager

Enclosures

Cc:
Agent

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

DA PERMIT NUMBER: SAJ-2024-04074 (RGP-MZH)

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. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

(TRANSFEREE-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

(BLOCK)

(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)

COMMENCEMENT NOTIFICATION

*Within ten (10) days of initiating the authorized work, submit this form to via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. Department of the Army Permit Number: SAJ-2024-04074 (RGP-MZH)

2. Permittee Information:

Name: _____

Email: _____

Address: _____

Phone: _____

3. Construction Start Date: _____

4. Contact to Schedule Inspection:

Name: _____

Email: _____

Phone: _____

Signature of Permittee

Printed Name of Permittee

Date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Within sixty (60) days of completion of the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred) or by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

1. **Department of the Army Permit Number:** SAJ-2024-04074 (RGP-MZH)

2. **Permittee Information:** Name: _____

Email: _____

Address: _____

Phone: _____

3. **Date Authorized Work Started:** _____ **Completed:** _____

4. **Contact to Schedule Inspection:** Name: _____

Email: _____

Phone: _____

5. **Description of Authorized Work (e.g. bank stabilization, fill placed within wetlands, docks, dredging, etc.):** _____

6. **Acreage or Square Feet of Impacts to Waters of the United States:** _____

7. **Describe Mitigation completed (if applicable):** _____

8. **Describe any Deviations from Permit (attach drawing(s) depicting the deviations):**

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Printed Name of Permittee

Date

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

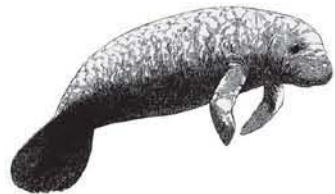
All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

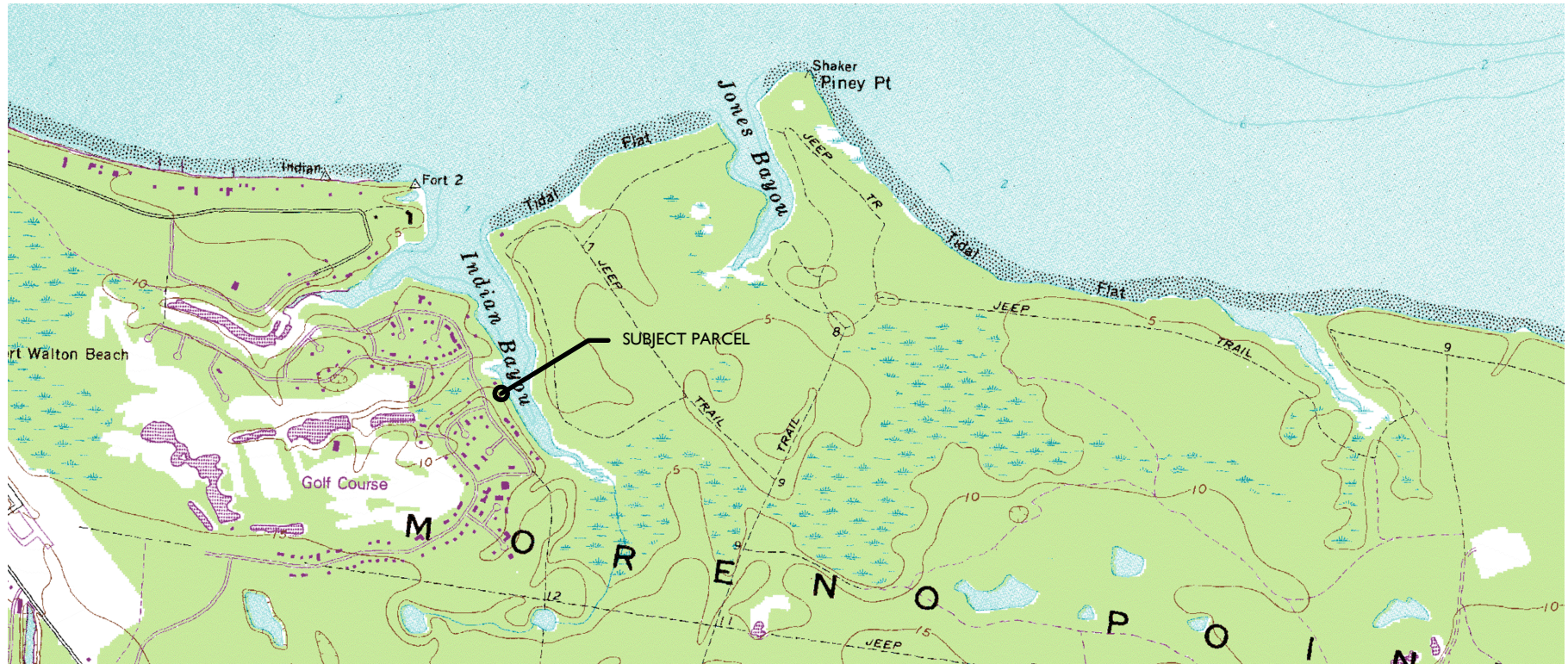
Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

PROPERTY INFO

PID: 00-2S-22-1280-000E-0010
 SITUS: 84 INDIAN BAYOU DR
 DESTIN, FL 32541
 LAT: 30.4000616
 LONG: -86.4494137

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1- SITE LOCATION & SHEET INDEX
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84 INDIAN BAYOU DRIVE, LAUTERBACH DOCK

SITE LOCATION & DRAWING INDEX

JOB NO.: 2024.028

DRAWN BY: JAT

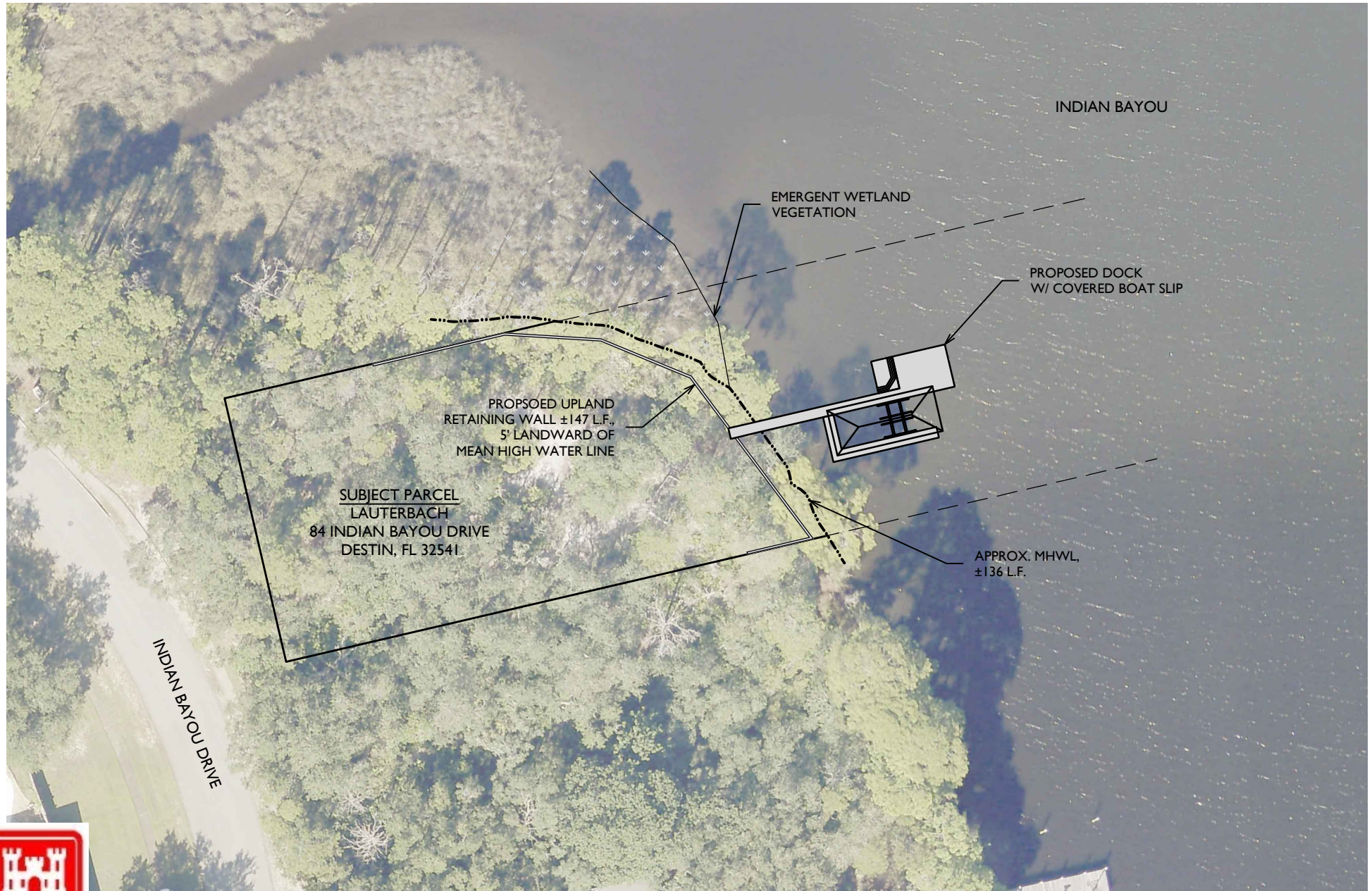
DRAWING DATE: 08.08.2024

SHEET: 1 OF 4

OAKHURST
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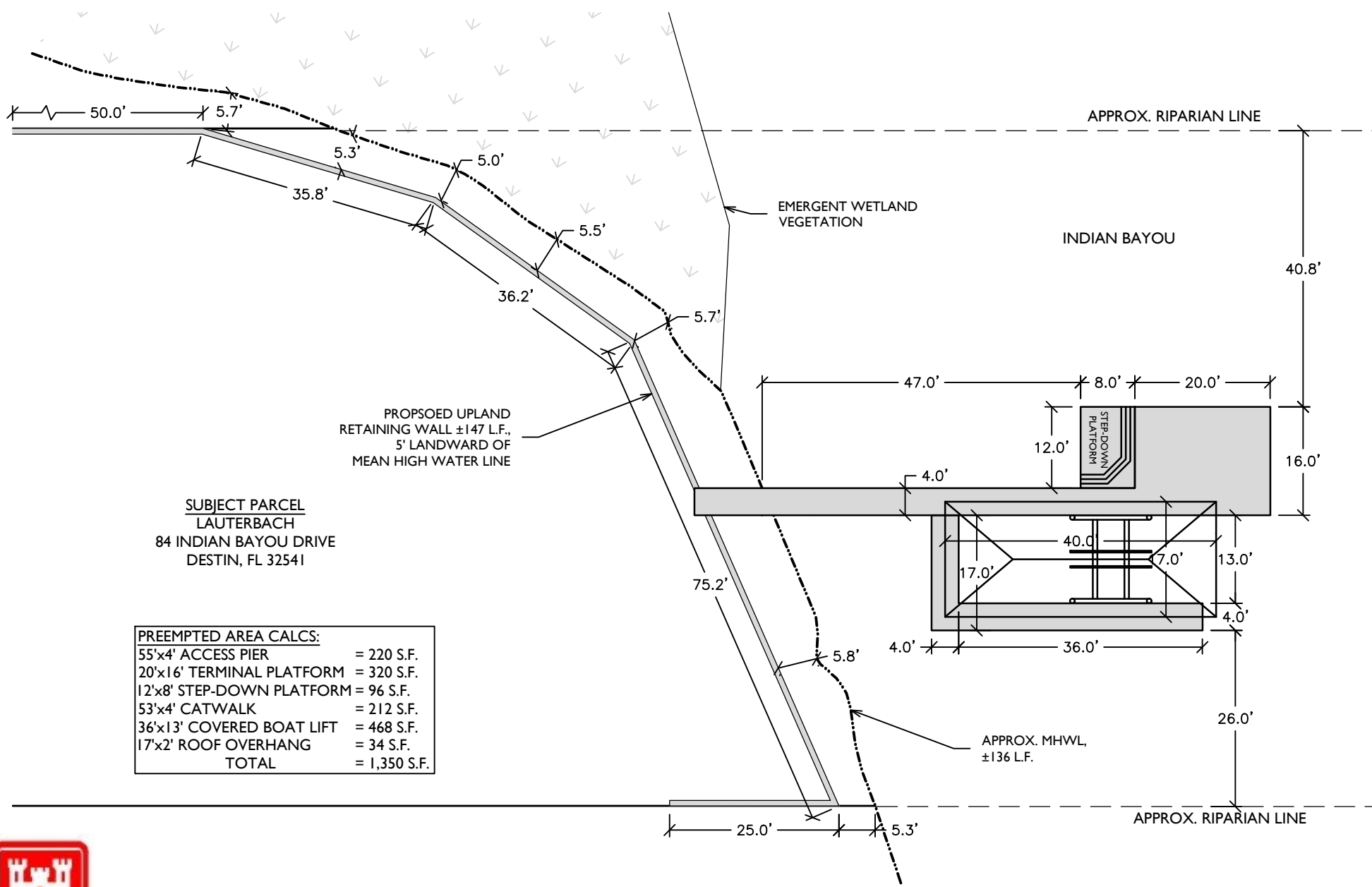


84 INDIAN BAYOU DRIVE, LAUTERBACH DOCK
PLAN VIEW DEPICTED ONTO AERIAL
JOB NO.: 2024.028
DRAWN BY: JAT
DRAWING DATE: 08.08.2024
SHEET: 2 OF 4

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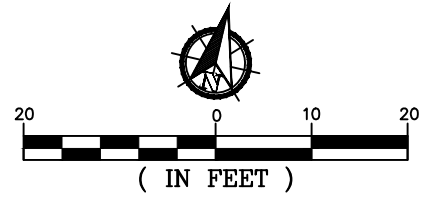
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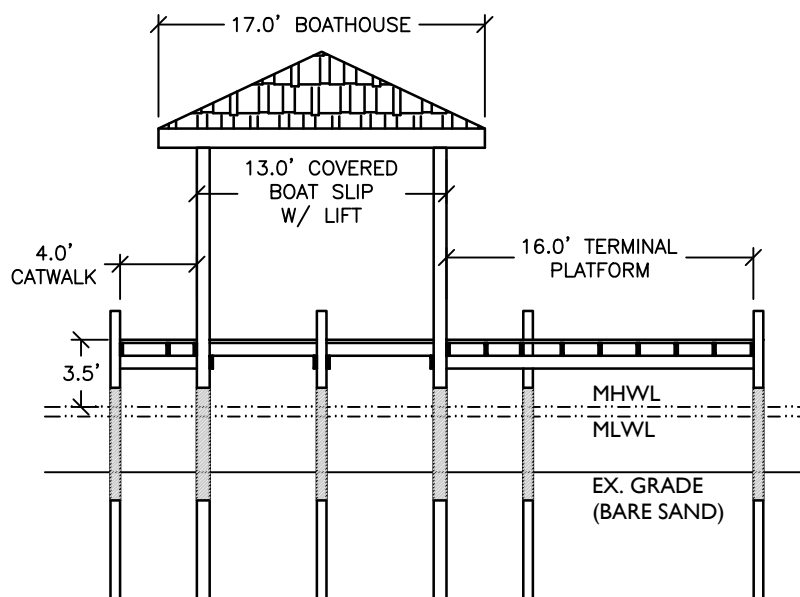
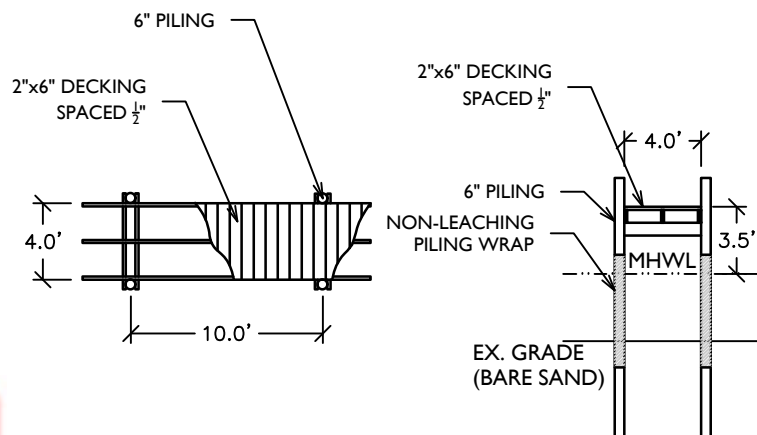
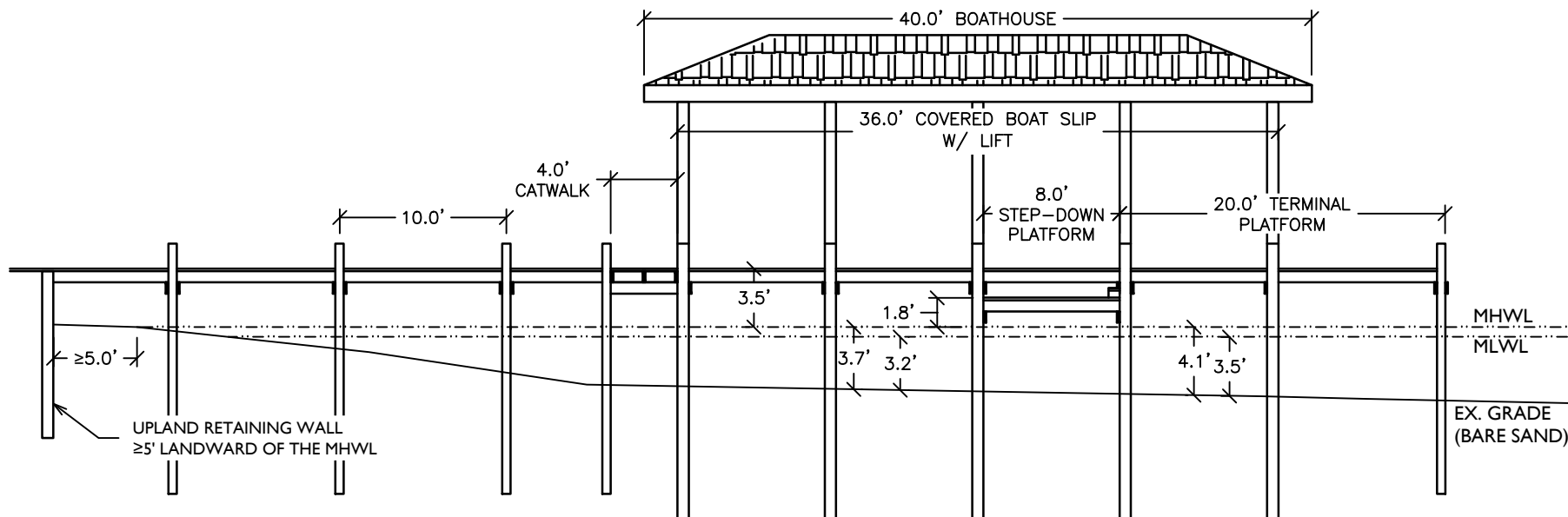




84 INDIAN BAYOU DRIVE, LAUTERBACH DOCK
PLAN VIEW
JOB NO.: 2024.028
DRAWN BY: JAT
SHEET: 3 OF 4

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84 INDIAN BAYOU DRIVE, LAUTERBACH DOCK

PROFILE TYP.

JOB NO.: 2024.028

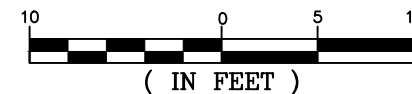
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DRAWING DATE: 08.08.2024

SHEET: 4 OF 4

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**REGULAR MEETING
DESTIN CITY COUNCIL
FEBRUARY 18, 2025
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 Sandy Trammell

Councilmember Kevin Schmidt

Councilmember Rodney Braden

Councilmember Dewey Destin

Councilmember Jim Bagby

Councilmember Terésa Hebert

Destin City Staff

City Manager Larry Jones

Parks & Recreation Director Lisa Firth

Comm. Dev. Dep. Director Steve O'Connor Public

Projects/Grants/Contract Manager Jeffrey Cozadd

Parks & Rec Deputy Director Ryan Reed

Public Information Director Tamara Young

City Attorney Kimberly Kopp

City Clerk Rey Bailey

Finance Director Krystal Strickland

Works Director Michael Burgess

Recreation Department Brian Myers

IT Director Andy Peters

Recreation Department Brian Kellar

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 6:00 PM. Pastor David J. Butler of the Faith Assembly Christian Church gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Mayor Wagner made a motion to rescind the action taken by the council on February 3, 2025, pertaining to Ordinance 25-01-CC; seconded by Councilmember Trammell. Motion passed 5-1, with Councilmember Braden dissenting. Councilmember Geile was absent from the meeting.

Councilmember Schmidt requests that the nomination of Breana Uptigrove to the Local Planning Agency be listed under his name on the agenda, and that Consent Agenda item 3A be pulled for further discussion.

Motion by Councilmember Bagby, seconded by Councilmember Trammell, to approve the agenda, as amended, passed 6-0 (Councilmember Geile was absent from the meeting).

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

A. Housing Brief - Community Land Trust - Okaloosa County Sheriff's Department

Chief Robert Bage of the City of Fort Walton Beach addressed the council on behalf of the Okaloosa County Health Improvement Plan to advocate for the establishment of a Community Land Trust (CLT) as a strategy to improve affordable and sustainable housing in Okaloosa County.

Chief Bage explained that 22 organizations convened after a housing summit in May to explore solutions for housing challenges in the area. He noted that the CLT model involves nonprofit purchasing and retaining ownership of land while allowing individuals to buy or build homes on the property, thereby reducing the overall cost of homeownership. This approach ensures long-term affordability, encourages civic engagement, and supports workforce retention, particularly for essential workers such as public safety personnel.

Initially skeptical of the CLT model, Chief Bage recounted how his perspective changed after learning more about its benefits. He likened the CLT to an "escalator" that helps bridge the gap between renting and full homeownership by eliminating the cost of purchasing land. He emphasized that CLTs do not compete with the private market, as the nonprofit organizations purchase land just as private buyers would. Furthermore, CLTs are not government-subsidized programs but are managed at the community level.

Chief Bage noted that the Northwest Florida Community Land Trust has been vetted by the Okaloosa County Health Improvement Plan and has successfully implemented projects in neighboring counties. He requested that the city:

1. Include CLTs as an option in their local housing plan
2. Support CLTs when the Board of County Commissioners discusses the matter
3. Acknowledge the legitimacy of the Northwest Florida Community Land Trust as a vetted organization

Chief Bage emphasized that multiple CLTs could operate within the county and that they are merely one strategy among many to address the growing need for affordable housing.

Following Chief Bage's presentation, Councilmember Hebert inquired about the level of support needed from the council, asking whether a formal resolution or a motion of support would be appropriate. Chief Bage explained that a resolution would be ideal, as it carries greater weight when presented to the County Commission for inclusion in their housing plan (AHAG Plan). He stated he could bring back a proposed Resolution of Support for council's adoption. ..

Councilmember Hebert volunteered to sponsor the resolution, agreeing to work with Chief Bage to draft it and bring it before the council for approval. She expressed strong support

for CLTs, noting that such an initiative would greatly benefit Destin by helping those who work in the city afford to live there.

Councilmember Bagby asked whether the CLT initiative was connected to the county's efforts regarding orphan parcels (land owned by the military that is leased out for residential use). Chief Bage clarified that orphan parcels and CLTs are separate initiatives, though they share some similarities in leasing structures. He explained that CLTs differ because they focus on long-term homeownership by granting a 99-year lease to homeowners, which can be inherited by family members. If a homeowner chooses to sell, the home must be sold to another income-qualified individual, ensuring that the property remains affordable in perpetuity. He further noted that other affordable housing programs, such as HUD initiatives or first-time homebuyer assistance, often lose their affordability protections over time, whereas CLT homes remain permanently affordable due to the nonprofit retaining land ownership.

2. PUBLIC COMMENTS

Mr. Jason Belcher, Treasurer of the Destin History and Fishing Museum, addressed the council regarding ownership uncertainties surrounding two historical artifacts: the Primrose and the Post Office. These items have been under the Museum's care for years, but documentation is inconsistent on whether the city still owns them. He proposed that the city staff work with the museum's director, Ms. Vivian Williams, to formally recognize the museum as the owner through a memorandum of understanding (MOU). This would allow the museum to apply for grants to fund preservation efforts, particularly for Primrose, which is deteriorating and sinking.

Councilmember Schmidt moved to direct the City Manager and City Attorney to work with the Destin History & Fishing Museum director in clarifying the ownership of artifacts under the museum's care, including the post office and the Primrose; seconded by Councilmember Hebert.

Councilmember Bagby suggested including a reverser clause in the agreement, ensuring that ownership returns to the city if the museum ceases to exist. Additionally, he requested that the city consider allocating annual funding of approximately \$25,000 to support the museum's maintenance of these artifacts.

Councilmember Destin raised the possibility of using a quitclaim deed to resolve ownership issues. The City Attorney clarified that state law governs how municipal property is transferred and that the City must first determine whether it still owns the artifacts. If ownership was previously conveyed, the City cannot reclaim them, but if the artifacts remain City property, a transfer could include a reverser clause as requested.

Councilmember Bagby also emphasized the need for a thorough inventory of all historical items under the museum's care before finalizing any agreement.

Motion passed 6-0 (Councilmember Geile was absent from the meeting).

Mr. Belcher reminded the Council that Primrose will celebrate its 100th anniversary on the first Saturday in May and encouraged efforts to complete any urgent repairs before the celebration.

Mr Shane Moody, President and CEO of the Destin Chamber of Commerce, thanked the Council for its ongoing partnership, particularly with the Destin Forward program. He praised the city's Public Information Director Tamara Young, who took the lead in restructuring the City of Destin Day portion of the program, making improvements that will continue into future years.

Mr. Moody also briefly commented on the City's upcoming discussion on e-bikes and scooters, expressing concern over safety issues. He stated that riders frequently ignore traffic laws, ride on sidewalks, and create hazards for both drivers and pedestrians. He urged the council to implement regulations to prevent accidents.

Capt. Gary Jarvis invited the Council to the second annual Destin Fishing Hall of Fame induction ceremony on Friday, March 7, at 10:00 a.m. at the Destin Community Center. The event, initiated by Sheriff Eric Alden, honors men and women who played a significant role in making Destin the "Luckiest Fishing Village in the World."

Additionally, Capt Jarvis proposed that the council consider a city charter review, stating that Destin has never conducted one since its incorporation. He suggested discussing this topic during the upcoming visioning session, acknowledging the council's already full agenda but stressing the importance of revisiting and updating the city's governing document.

3. CONSENT AGENDA

- A. TDC FY26 Expenditure Plans for the promotion of tourism
- B. Reimbursement to Mayor Bobby Wagner for travel expenses incurred during his trip to Tallahassee, Florida, to assist in lobbying and securing state funding.
- C. Approval of minutes of January 6, 2025, Regular City Council Meeting

Consent Agenda item 3A was pulled for further discussion.

Motion by Councilmember Hebert, seconded by Councilmember Trammell, to approve Consent Agenda items 3B and 3C passed 6-0 (Councilmember Geile was absent from the meeting).

Consent Agenda item 3A:

Councilmember Schmidt inquired as to the status of the bank account funds held within TDC.

The City Manager acknowledged discrepancies in the reported bank balance. While TDC's figures suggested approximately \$5 million, the city's records indicated only around \$200,000. He explained that a large portion of the funds had already been committed to specific projects, making them unavailable for other uses. The Finance Director confirmed that the city's uncommitted balance was approximately \$200,000.

Councilmember Schmidt questioned why there was a large discrepancy between the reported bank balance and the city's available funds. The City Manager provided further

clarification, stating that about \$1.5 million of the discrepancy was due to a two-year oversight in accounting for the \$750,000 loan repayment obligation. Additionally, there were roughly \$3 million in current obligations related to projects such as the Tarpon Beach and Crystal Beach improvements.

Councilmember Schmidt asked whether these funds had to be drawn from the bank account or if they could come from the general fund. The Finance Director explained that while funds could technically come from the general fund, the city had previously decided to use the 12.5% TDC allocation for loan repayments. The current plan allocated \$750,000 annually for the next ten years to cover the loan repayment.

Councilmember Schmidt then questioned why, if the loan repayment was covered annually by the TDC allocation, the remaining \$3.5 million in the bank was needed. The Finance Director reiterated that the \$3.5 million represented active awards and ongoing obligations rather than a freely available balance.

The Finance Director further explained that this year's allocation was approximately \$1.996 million. Of that, \$750,000 was already committed to loan repayment, and another \$665,000 was designated for beach operations and maintenance, leaving only one portion unallocated.

Councilmember Schmidt stated that the city should reconsider how the TDC funds are used, suggesting they should be directed toward projects that would better serve both tourists and local residents, rather than simply funding operational expenses. He also maintained that year after year, the city continued to approve the same allocations for beach operations without further discussion. He expressed concern that half a million dollars was being banked rather than used for approved TDC projects that could benefit both tourists and residents.

Councilmember Bagby weighed in, stating that before making any decisions, the council needed a clearer breakdown of the \$665,000 expenditure. He noted that while some of the funds went toward salaries for staff maintaining the boardwalk and beaches, there were additional line items that needed further review. He also pointed out that the city had contractual obligations to pay for the maintenance and construction of two beachfront parks, Crystal Beach and Tarpon Beach. He emphasized that much of the \$3 million in question was already committed to those projects. He suggested that rather than rushing a decision, staff should be given time to clarify exactly where the funds were allocated.

Councilmember Schmidt moved to have staff return with a revised expenditure plan providing detailed allocation for the full \$1.996 million by the next city council meeting; seconded by Councilmember Braden.

Councilmember Destin agreed with the need for clarification but noted that much of the money was tied to ongoing obligations, particularly for the beachfront parks. He asked whether the funds were held in an interest-bearing account.

The Finance Director explained that the funds were received on a reimbursement basis, meaning the city must first pay expenditure and then seek reimbursement from the county, preventing the funds from being placed in an interest-bearing account.

The mayor called for a vote on the motion, which passed 6-0 (Councilmember Geile was absent from the meeting).

4. CITY MANAGER REPORTS

A. Resolution 25-03 – Legislative Sponsor Policy

Motion by Councilmember Destin, seconded by Councilmember Hebert, to approve Resolution 25-03 passed 6-0 (Councilmember Geile was absent from the meeting).

B. Contract with M. Gay Constructors for RFB 24-14-REC - Morgan Sports Center Lighting Project

The City Manager introduced the agenda item regarding a contract with M. Gay Constructors for the construction of the Morgan Sports Center lighting project. He stated that the base contract amount is \$847,239, with an optional \$50,700 alternate that would allow for remote monitoring and control of the lighting system. This technology would enable the manufacturer to oversee performance and provide additional monitoring capabilities. The City Manager also noted that while there is no confirmed annual fee for the application, the city is still awaiting clarification on potential upgrade costs.

Councilmember Bagby moved to approve the contract and change order with M. Gay Constructors for RFB 24-14-REC for Morgan Sports Center Filed Lighting and authorize the City Manager to execute both documents and issue the Notice to Proceed; seconded by Councilmember Hebert.

Councilmember Braden expressed opposition to the additional \$50,700 alternate for remote lighting control. He questioned whether the expenditure was justified, stating that he did not believe it was worth spending taxpayer funds simply for the ability to turn the lights on and off via phone.

Motion passed 5-1, with Councilmember Braden dissenting (Councilmember Geile was absent from the meeting).

C. Pickleball RFB 24-15-REC

The City Manager discussed the ongoing efforts to secure bids for the construction of a pickleball court facility. He reported that after multiple bid attempts, only one bid was received this time, which was significantly higher than the budgeted amount. City staff recommended rejecting the bid and reopening the bidding process, citing potential interest from additional contractors. Staff also suggested alternative approaches, including:

- Reverse-engineering the project to prioritize restroom facilities first, as restroom costs were a major factor driving up the bid price.
- Scaling down the initial number of courts to stay within budget and pursuing grant funding for future expansion.

Councilmember Trammell moved to reject the bid from Biggs Construction Company for RFB 24-15-REC, and that the RFB be advertised; seconded by Councilmember Hebert.

Council members discussed the options presented by the City Manager, with some expressing skepticism about reducing the number of courts.

Councilman Schmid opposed reducing the number of courts, advocating for utilizing available funds to complete the project as originally planned.

After further discussion, Councilmember Schmidt offered a substitute motion to reject the current bid and readvertise the bid maintaining the original project scope; seconded by Councilmember Destin. Motion passed 6-0 (Councilmember Geile was absent from the meeting).

D. Parks and Recreation Fee Schedule

The City Manager introduced the agenda item regarding the proposed Parks and Recreation fee schedule, noting that the directive given to staff was to use the Fort Walton Beach fee schedule as a model and apply those fees to Destin's recreational facilities, making necessary adjustments for programs and services unique to Destin. The analysis showed that adopting the Fort Walton Beach fee structure, with Destin-specific modifications, would generate approximately \$20,000 in additional revenue. The City Manager noted that some programs in Destin, such as padded football, require higher fees due to the associated costs. A comparison document was provided, outlining the differences between the current Destin fees and the proposed fees.

Councilmember Trammell moved to adopt the revised Parks & Recreation Fee Schedule, modeled after Fort Walton Beach's structure, with exemptions for non-profits determined by the council; seconded by Councilmember Schmidt.

An additional consideration was raised to handle nonprofit organizations, such as Destin High School and Little League, through council-approved contracts rather than a standard fee structure.

Councilman Bagby raised concerns about the level of subsidy being provided for the Morgan Sports Center and the Destin Community Center. He noted that while the city has agreed to support youth sports programs, there has been an ongoing effort to reduce the financial gap by recapturing costs, particularly for facilities used by non-residents who do not contribute to the city's tax base. He stated that while the city is not aiming for these facilities to be entirely self-sustaining, the proposed fee schedule does not fully address concerns about excessive subsidies. He suggested that locals should be charged comparable rates to Fort Walton Beach, while non-residents should pay a higher rate to offset costs.

Councilman Schmidt expressed strong support for the proposed fee schedule, emphasizing that staff had done exactly what the council had asked them to do. He recalled that initial discussions about adjusting the fee schedule stemmed from concerns that residents were paying too much for basic amenities, such as renting pavilions. He highlighted that some fees had decreased, making facilities more accessible to residents. He acknowledged that the city will

likely never break even on these facilities but emphasized that their purpose is not to generate a profit but rather to provide valuable recreational services to the community. He also noted that sports tourism has become a significant economic driver for Destin, benefiting both the city and its residents. He commended staff for creating a simplified and consistent fee structure, which would make it easier for both residents and non-residents to understand rental costs.

Motion passed 5-1, with Councilmember Bagby dissenting (Councilmember Geile was absent from the meeting).

E. Scooters and E-bikes Traffic Regulations

The City Manager opened the discussion by summarizing a request from the previous meeting for further information on the regulations governing e-bikes, scooters, and similar micro-mobility devices.

Captain Fulghum from the Sheriff's Office provided a detailed report, included in the council members' meeting packets, outlining state statutes and local authority regarding bicycle and e-bike usage. The key takeaway from the report was that by state law bicycles, e-bikes, and scooters are generally allowed anywhere bicycles are permitted, including sidewalks. However, the city retains the ability to regulate their use through local ordinances. Additionally, statistical data from 2021 to 2024 showed no reported incidents of e-bikes or bicycles striking pedestrians, though there were 50 cases of vehicles colliding with bicycles, with 70% of those accidents occurring on sidewalks.

Councilmember Trammell moved to send the issue to the Public Works & Safety Committee for recommendations on potential regulations; seconded by Councilmember Destin.

Councilmember Trammell emphasized the importance of determining if local regulations are necessary to address safety concerns.

Mr. Jim Wood, Chairman of the Public Works and Safety Committee, confirmed that the topic had been discussed previously and that he had conducted research by consulting with the Sheriff's Office and city staff. He noted public concerns about e-bikes on sidewalks, particularly from online forums such as Nextdoor. He pointed out that many roadways in the city were originally designed without dedicated bike lanes, opting instead for wider sidewalks. He also referenced a recent accident involving a scooter rider who had the right-of-way in a crosswalk when they were struck by a turning vehicle. Wood expressed concerns about the implications of shifting all e-bike and scooter traffic to the road without proper infrastructure, highlighting potential liability issues for the city.

Councilmember Bagby proposed the installation of rumble strips on sidewalks approximately 20 yards from intersections as a potential measure to slow down e-bike and scooter riders before they enter crosswalks. He acknowledged that while this may not entirely prevent high-speed crossings, it could serve as a deterrent and encourage riders to be more cautious.

Councilmember Trammell suggested that the city reinstate a safety education program specifically for e-bike and motorized scooter riders, similar to past bicycle safety initiatives. She noted that many young riders are unaware of proper safety practices and expressed concerns about children riding motorized vehicles in unsafe conditions, such as an eight-year-old in her neighborhood who frequently drives a go-kart on the road due to a lack of sidewalks.

The Public Works Director clarified that under state law, e-bikes that exceed 28 miles per hour are no longer classified as bicycles but rather as mopeds, which are subject to different regulations. Additionally, he noted that many modern devices marketed as "e-bikes" do not meet statutory definitions because they lack pedal-assist functionality and operate solely via throttle. He suggested that the city consider ways to clearly identify compliant e-bikes and distinguish them from mopeds or other motorized devices.

The mayor concluded the discussion by emphasizing that e-bikes themselves are not the problem, but rather the lack of proper infrastructure to accommodate them safely. He acknowledged that traffic congestion is one of the city's biggest issues and noted that e-bikes, when properly integrated into the transportation network, can be part of the solution. He urged the council and the committee to approach the discussion with the goal of adapting infrastructure to accommodate micro-mobility, rather than simply restricting their use.

Motion passed 6-0 (Councilmember Geile was absent from the meeting).

F. TDC Monthly Report - Informational Only

G. Operations Financial Report - Informational Only

H. Capital Project Status - Informational Only

I. Announcements

- 1) Community Center Assessment: The city received a \$14,100 quote for a building envelope assessment and is awaiting two more quotes before proceeding.
- 2) Intelligent Intersection Workshop: A proposed workshop was quoted at \$15,000. Staff will seek alternatives before proceeding.
- 3) Rotary Club Personnel Rescue Tubes Installation: Completion of eight installations at public beach access points.
- 4) City Visioning Session scheduled for February 21, 2025, from 8:30 – 11:30 AM.

5. PUBLIC HEARINGS

- A. A public workshop concerning the adoption of the City of Destin's new Mobility Fees based on the Mobility Fee Study meeting Florida State Statutes 163.3180 requirements. The City Council will discuss and consider all public input at this workshop.

The City Council convened for a public workshop to discuss the adoption of the City of Destin's new mobility fees, which are based on a recent mobility fee study. The purpose of the

workshop was to review the study, present the justification for the proposed fee increases, and gather input from council members and the public.

The City Attorney clarified that while this agenda item was labeled as a "public workshop," it was part of a regular council meeting and not a stand-alone workshop. The discussion would serve to meet statutory requirements for public input on the proposed mobility fees.

Ms. Lauren Witt, and Mr. Allan Steinbeck from 3TP Ventures presented an overview of the mobility fee study, detailing the need for fee increases due to extraordinary circumstances. Key points from the presentation included:

Legal and procedural requirements: The study was initiated on June 27, 2023, and must be approved within one year to comply with Florida Statutes. A second public workshop is required before the ordinance is formally adopted.

Justification for fee increases: The city has not updated transportation impact fees since 2008, leading to a significant gap between current fees and actual transportation infrastructure needs. Factors contributing to the necessity of fee increases include:

- Inflation and rising construction costs, particularly due to supply chain disruptions and impacts from COVID-19.
- A 32% increase in material costs from March 2020 to November 2023.
- Ongoing supply chain issues affecting construction.

Fee Structure and Discounts: The consultants proposed maximum fee levels while also recommending discounts for specific categories of land use.

Long-term single-family dwellings were recommended to maintain their existing impact fee levels.

Community-serving businesses such as supermarkets, restaurants, banks, hospitals, nursing homes, schools, and churches were proposed to receive a 25% discount.

Short-term rentals, multifamily housing, hotels, industrial and warehouse developments, gas stations, marinas, and automobile sales would be subject to maximum fees with no discount.

Fee Calculation Examples: Consultants provided sample calculations for property redevelopments and conversions from long-term single-family homes to short-term rentals, illustrating the financial impact of the proposed changes.

Councilmember Hebert asked for further clarification on what constituted "extraordinary circumstances" to justify the fee increases. The consultants reiterated that the combination of stagnant impact fees (unchanged since 2008), inflation, construction cost increases, and supply chain issues necessitated raising the fees beyond the standard phased-in limits set by state law.

Councilmember Bagby raised several concerns and questions:

Long-term single-family dwellings: He noted that the fee for large single-family homes seemed too low, particularly for homes over 4,000 square feet, where families tend to own multiple vehicles. He suggested re-evaluating the fee structure for these homes.

Discounts on commercial properties: He questioned why certain commercial categories, such as shopping centers and automobile parts stores, were receiving discounts. He supported discounts for hospitals, schools, daycares, and nursing homes but was less inclined to support reductions for retail businesses.

Marinas: He suggested that marinas should be considered for a discount if they serve a public benefit, as they could improve infrastructure and waterway access for residents.

The consultants responded by explaining that:

The methodology for calculating mobility fees is based on standard trip generation rates, not state-mandated guidelines. Discounts are applied based on policy objectives, such as encouraging land uses that align with community priorities. If a property converts from long-term residential use to a short-term rental, the full mobility fee would be due at the time of conversion. However, if it were later reverted to long-term residential use, no refund would be issued, but any future buyer converting it back to a short-term rental would not be required to pay the fee again.

The Deputy Community Development Director Steve O'Connor expressed support for revisiting the marina classification. He suggested that if a marina served a significant public need, it might warrant a discount, but he also acknowledged concerns about potential traffic impacts in certain areas.

Councilmember Schmidt asked if the mobility fee structure was determined by state statute, specifically regarding hotels, motels, and commercial stores. The consultants clarified that those fees are based on national and industry-standard trip generation rates rather than specific state mandates. A hotel generates significant traffic demand, which is why it carries a higher mobility fee. Storage facilities fall under the "warehousing" category, and their fees reflect lower trip generation rates.

Councilmember Schmidt echoed Councilmember Bagby's position that fees should be structured to discourage developments that the city does not favor (e.g., car washes, storage units) while incentivizing desirable businesses.

Councilmember Destin raised concerns about the fairness of the proposed fee structure. He argued that rather than using discounts and incentives to encourage or discourage specific types of development, the city should focus on setting fair and appropriate fees for all property types. He expressed discomfort with government intervention that "picks winners and losers" and suggested that the best approach would be to simply raise the transportation impact fees across the board to a reasonable level.

At this time, the mayor opened the floor for public comments.

No members of the public came forward to comment during the public hearing. The mayor turned the matter over to the city council for further discussion on this subject.

The City Manager will proceed with scheduling the second public workshop required for the adoption of the mobility fee and to draft an ordinance for the adoption of the Mobility Fee Schedule based on the mobility fee study.

- B. First reading of Ordinance 24-23-CC - Requiring short-term rental registrations at multi-family units, including condominium units, within the City of Destin; providing for authority; providing for findings of fact; distinguishing between short-term rental registrations for single-family homes and short-term rental registrations for multi-family units; renaming Article VI of Chapter 13 “Registration of short-term rentals (single family) but making no other amendments to the regulations for short-term rentals for single-family homes; creating Article VI(a) of Chapter 13, “Registration of short-term rentals (multi-family); requiring an application for such registration and authorizing registration fees for short-term rentals at multi-family units; requiring a local responsible party for short-term rentals at multi-family units.

The City Attorney read proposed Ordinance 24-23-CC by title and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA REQUIRING SHORT-TERM RENTAL REGISTRATIONS AT MULTI-FAMILY UNITS, INCLUDING CONDOMINIUM UNITS, WITHIN THE CITY OF DESTIN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; DISTINGUISHING BETWEEN SHORT-TERM RENTAL REGISTRATIONS FOR SINGLE-FAMILY HOMES AND SHORT-TERM RENTAL REGISTRATIONS FOR MULTI-FAMILY UNITS; RENAMING ARTICLE VI OF CHAPTER 13 “REGISTRATION OF SHORT-TERM RENTALS (SINGLE FAMILY) BUT MAKING NO OTHER AMENDMENTS TO THE REGULATIONS FOR SHORT-TERM RENTALS FOR SINGLE-FAMILY HOMES; CREATING ARTICLE VI(A) OF CHAPTER 13, “REGISTRATION OF SHORT-TERM RENTALS (MULTI-FAMILY); REQUIRING AN APPLICATION FOR SUCH REGISTRATION AND AUTHORIZING REGISTRATION FEES FOR SHORT-TERM RENTALS AT MULTI-FAMILY UNITS; REQUIRING A LOCAL RESPONSIBLE PARTY FOR SHORT-TERM RENTALS AT MULTI-FAMILY UNITS; 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.

Mr. Ken Wampler, a Destin resident business owner, addressed the mayor and city council to express continued concern over what he described as an inequitable financial burden placed on condominium owners. He emphasized that condo owners already contribute significantly to the city’s economy through property taxes, sales tax, and bed tax, and they also support local businesses. He argued that the impact of condominiums is comparable to that of limited-service hotels, noting that both types of lodging serve tourists and contribute to the local economy. He emphasized that most condominiums already provide their own services—such as beach service, parking, lifeguards, trash, and noise control—similar to full-service resorts. Therefore, he questioned the fairness of requiring condo owners to pay additional fees for services that are not directly provided by the city.

Citing statistical data from the TDC, Mr. Wampler pointed out that the City of Destin received \$2.565 million in TDC funds in 2023, along with larger sums in previous years, including \$6.1 million in 2022 and \$7.2 million in 2021. He questioned the necessity of additional funding mechanisms when existing revenue is already substantial, arguing that public safety funding should be addressed with community-wide solutions, not selective financial burdens. He concluded by stating that everyone supports public safety but warned against creating a situation where some residents are penalized unfairly.

Mr. John Carnes, General Manager of Henderson Resorts, echoed Mr. Wampler's sentiments and provided further perspective from the resort industry. He stated that safety is a top priority for hotel guests and that Henderson Resorts already manages its own safety services, including security, trash removal, parking oversight, and first responder-level medical readiness (such as AED availability) across its properties—which include 170 resort rooms, 37 beachfront rooms, and 100 managed condominiums.

Mr. Carnes acknowledged the city's need for revenue to support public safety but urged the council to explore alternative methods of revenue collection, potentially focusing more on visitor-generated revenue rather than imposing further costs on homeowners and property associations. He emphasized that property owners are already contributing through association fees, bed taxes, and regular taxes. Highlighting the recent downturn in tourism, Mr. Carnes noted that 2023 saw a decline in occupancy, and local businesses are feeling the effects. He concluded his remarks by urging the Council to find a different funding mechanism that supports safety initiatives without overburdening the residential and hospitality sectors that are already invested in the city's well-being.

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 moved for approval of Ordinance 24-23-CC on first reading; seconded by Councilmember Braden.

Councilmember Bagby opened his remarks by apologizing to Mr. Wampler for previous comments that were "imprecise" in differentiating the impacts of hotels and short-term rental condominiums. He clarified that this ordinance is not intended to apply to all condominiums, but specifically to those being operated as short-term rentals, which function similarly to rental homes and thus have similar community impacts. He emphasized that despite some condominiums providing their own services such as beach service, trash pickup, and private security, their use as short-term rentals still places demand on public infrastructure and services. He therefore supported the application of the proposed fee, but with a more nuanced and equitable approach.

Councilmember Bagby suggested that smaller condos (e.g., those under 1,250 square feet) should not be assessed the same fee as large short-term rental houses. He proposed a lower-tier fee—potentially \$300 to \$500 annually—for smaller condos to reflect their lower impact. He acknowledged that although setting the actual fee was not on the agenda that evening, he wanted staff to be aware of his intent to push for a tiered and fairer fee structure during the upcoming fee schedule discussions.

Councilmember Destin echoed Councilmember Bagby's sentiments regarding the need for a fair and proportionate fee. He supported the idea that short-term rental condos should contribute to the cost of public services but acknowledged that many of these properties already provide their own services such as trash removal, parking, and safety measures. He concurred that the financial burden should not be the same for condos as for large short-term rental homes, particularly because many of these condominiums are significantly smaller and offer in-house amenities. He reiterated that the goal is to develop a reasonable fee that considers both the need for public safety funding and the existing contributions by condo owners. He also emphasized that the final fee must strike a balance—generating necessary revenue without being overly burdensome on the condo owners. He recognized the economic importance of the short-term rental sector to the local economy and stated that the council's challenge would be finding a fee level that is fair and sustainable.

The Finance Director provided financial projections based on preliminary fee modeling. She referenced a specific estimate that assumed a \$300 annual fee for condos under 1,500 square feet, with the assumption that approximately 70% of those units are used as short-term rentals. Under those assumptions, the proposed fee could generate over \$900,000 annually for the city. She emphasized that this estimate was just one scenario among several evaluated. She noted that the city's population swells dramatically due to tourism—citing a jump from 16,000 residents to over 100,000 people on many days—primarily due to short-term rentals. This increase significantly impacts public safety services and requires an estimated \$3.1 million in additional law enforcement contract costs, which the fee is intended to help offset.

Motion passed 6-0 (Councilmember Geile was absent from the meeting).

- C. Second reading of Ordinance 24-15-CC - 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.

The City Attorney read proposed Ordinance 24-15-CC on second reading and then presented it to the city council on second 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 called for a public hearing to receive comments for or against the proposed ordinance.

Mr. John Stephens. 4025 Indian Trail thanked the Council for its efforts on the ordinance but expressed concerns that the second reading was too narrowly written. The ordinance only includes yacht bareboat operators under the legal non-conforming use provision while excluding other types of bareboat operations (like pontoons and boating clubs). He argued that all bareboat operators, including those who followed the 2019 moratorium, should be treated equally and given a path to compliance. He pointed out the \$300,000 in collected fees and asked what those

fees have been used for, especially since enforcement of illegal operators is still lacking. He urged increased code compliance enforcement, especially against unregistered operators who continue to operate openly online and on docks. He recommended that the Business Tax Receipt (BTR) process be strengthened by requiring operators to disclose passenger capacity, which would aid enforcement. He suggested back-payment of \$100 per year to the city for those applying now, reflecting the 6-year moratorium period. He called for adoption of County Ordinance 22-8, Sec. 12-238, requiring livery operators to attend county safety meetings, and Section 12-238b, instituting a wristband system for identifying operator qualifications (green for pre-1988 born, pink for boater education license). He concluded by emphasizing fair treatment, clear definitions, easier enforcement, and support for businesses acting legally.

Capt. Jim Green, President of Destin Charter Boat Association, supported the moratorium, stating it was essential due to the uncontrolled growth in the livery industry. He emphasized the need to bring in compliant bareboat operators who were in business before a “time certain.” He argued against expanding the number of registrations but said the existing surplus of registrations should be used to bring compliant operators under the moratorium cap. He urged for a reasonable timeline for compliance, calling two years “an eternity.”

Mr. Chuck Heiser of 316 Harbor Blvd, supported previous speakers and urged a more flexible approach for livery owners who invested under the assumption they could expand. He argued against expiration clauses that could eliminate their investment, urging grandfathering for non-conforming but invested operators.

Mr. Max Fogerty, 500 Driftwood Lane, stressed that he and others worked hard to operate responsibly and just wanted a chance to be legal. He voiced concern that shutting down operators who have followed the rules would be unfair. He emphasized the lack of boat slips and parking, noting those who have secured them should have the opportunity to apply. He warned against potential extortion in the resale of permits, citing quotes of up to \$20,000.

Capt. Gary Jarvis, former mayor and a charter boat operator, highlighted that moratoriums give value to a limited number of permits, like in the fishing industry. He reaffirmed the importance of preserving the cap to maintain order and value in the industry. He expressed opposition to creating special exceptions or expanding participation beyond the established cap. He supported allowing those already operating to apply for existing permits rather than expanding the market.

Mr. Gary Troup of 86 Shira Street urged the council to provide a path forward so his business can legally operate after signing a commercial dock lease. He argued that he believed he was already in compliance and just wants to continue operating a quality, legal business.

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 Braden opposed the resale of medallions, saying the intent was for tracking boats, not creating a secondary market. He praised Mr. Stephens' research and proposals and urged staff to work with Mr. Stephens to incorporate fair solutions into the ordinance. He also called the proposed two-year compliance window “excessive”, arguing that

legal compliance should be immediate or within 30 days. He voiced concern that giving too much time would lead to abuse of the system.

The City Attorney clarified that the moratorium already includes a mechanism for businesses who invested in good faith to apply for an exemption. She explained that the second reading simply automates the approval for yacht bareboat operators due to their unique and verifiable operating conditions (Coast Guard-licensed captains, existing BTRs). Non-yacht operators can still come to council under the existing exception process. She explained that proposed ordinance #2 (not yet presented) was intended to address resale, medallions, wristbands, and other safety concerns. adding that staff could start processing existing operators immediately under current code.

Councilmember Schmidt expressed concern that the second reading of the proposed ordinance changed significantly from the first and should have gone back to first reading. He questioned the need for specific yacht-related language, instead urging a broader, more inclusive definition of all bareboat charters as liveries. He feared the changes created unnecessary complexity and disparity between operators.

Councilmember Hebert agreed that the two-year compliance period was excessive. She supported using available registrations to bring qualified operators into compliance. She calls for fair treatment across all operator types.

Councilmember Bagby stated that many operators were operating under the belief they were legal, so the council must balance legality and fairness. He reiterated that the core issue was trying to fit a square peg into a round hole by retrofitting new definitions. He supported getting existing, good-faith operators legalized while still upholding the moratorium. He supported banning resale of medallions and requiring operators to use them or lose them. He questioned enforcement mechanisms, asking the Sheriff's Office and Deputy Community Development Director if the wristband system could be enforced.

Captain Fulghum from Okaloosa County Sheriff's Office stated that while deputies can't currently stop boats for wristband violations alone, wristbands help with enforcement during other stops (e.g., wake zone violations). He also stated that wristbands had already been effective in reducing BUIs (Boating Under the Influence).

Deputy Community Development Director confirmed that if the city passes the wristband code, it can be enforced by the Sheriff's Office under the city's contract.

Councilmember Bagby moved to adopt Ordinance 24-15-CC, with the amendment to reduce the compliance period from two years to one year; to direct the City Manager and City Attorney to bring back a second ordinance by the end of April 2025 addressing additional regulatory elements, including:

- **Wristband color system for livery vessel operators**
- **Resale prohibition on medallions**
- **Mandatory attendance at county livery vessel meetings**
- **FWC registrations**

- **A mechanism that allows the yacht bareboat operators into the system in a timely fashion, and a 30-day window for operators with valid BTRs and qualified slips/facilities to apply for one of the 24 available medallions.**

Councilmember Hebert provided a second to the motion, which passed 5-1, with Councilmember Schmidt dissenting (Councilmember Geile was absent from the meeting).

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

- A. Councilmember Braden
1) Noise Ordinance

Councilmember Braden moved to amend the noise ordinance as follows:

- **Eliminating the 150-foot rule and basing violations on reasonable audibility**
- **Adjusting allowable construction hours to 7 AM to 8 PM**
- **Allowing demolition from 7 AM to 8 PM**
- **Allowing the pouring of concrete from 3 AM to 10 PM**
- **Adjusting penalties for offense as follows:**
 - **1st offense – written warning**
 - **2nd offense - \$100 fine**
 - **3rd offense – \$500 fine**

The motion was seconded by Councilmember Hebert.

Councilmember Bagby opened the discussion by trying to recall the specifics of the 150-foot rule. He noted familiarity with the 300-foot rule but was unclear about the 150-foot version. He recalled that according to the City Manager and the Sheriff's Department, enforcement officers could assess 150 feet from a property line. If the noise was deemed a nuisance at that distance, officers had the authority to issue a warning or citation. He questioned the necessity and fairness of the line-of-sight requirement, suggesting that if a neighbor's music is disturbing but cannot be heard 150 feet away, it still negatively impacts adjacent residents. He cited the example of townhomes, where units are often only 20 feet wide, making it impractical to enforce noise violations based on a 150-foot measurement. He supported removing the distance requirement for residential uses, noting that in many areas of the city, including Destin, lots are only 50 feet wide.

The Deputy Community Development Director explained that the line of sight provision is tied to how officers determine the source of a noise violation. Specifically, the current rule includes a definition whereby the officer must have a line of sight to the source, which includes visual and auditory perception ("line of sight with hearing"). If, at 150 feet, the officer cannot clearly hear or see the source of the noise at an unreasonable level, then no citation can be issued. He also emphasized that in the ordinance rewrite, staff would revisit all comments from the meeting and previous sessions, ensuring that concerns are addressed, especially regarding residential enforcement challenges.

Councilmember Trammell raised concerns about the practicality of the line-of-sight requirement, pointing out that if someone is playing loud music in their backyard, fenced in or

inside their home, an officer may not have a literal line of sight to the source of the noise. He questioned how ordinance could be enforced in such situations.

The Deputy Community Development Director clarified that line of sight does not require a view of the individual making the noise, but rather a line of sight to the property from which the noise originates. The ability to identify the source property is what matters for enforcement, rather than direct visual confirmation of the noise-making activity itself.

Councilmember Hebert shifted the discussion briefly to vehicular noise, asking about enforcement options when a car stereo is heard from a half mile away, such as when it turns off a side street and continues to blast music on Main Street. She asked if anything could be done about vehicle-based sound systems that cause significant disturbance.

Capt. Fulghum responded by explaining that there are existing state laws that allow officers to issue citations for loud vehicle stereos. However, enforcement is limited by the fact that officers must see or catch the violator in the act to issue a citation.

Motion passed 6-0 (Councilmember Geile was absent from the meeting).

Motion by Councilmember Braden, seconded by Councilmember Trammell, to appoint Jim Green to the Harbor and Waterways Board passed 6-0 (Councilmember Geile was absent from the meeting).

- B. Councilmember Trammell
- C. Councilmember Destin
- D. Councilmember Bagby

1) Update - Shore at Crystal Beach

Councilmember Bagby addressed confusion regarding the Crystal Shores Beach Park project, specifically referencing a property known as the "White House." He stated that the council previously directed staff to move forward with the park development on city-owned parcels at Crystal Shores after unsuccessful negotiations with the White House owner, who initially requested around \$7.3 million, eventually reducing to approximately \$6.5 million but rejecting a property swap.

Councilmember Bagby made a motion to clarify direction to city staff, instructing them explicitly to proceed with developing Crystal Shores Beach Park using the properties currently owned by the city. Motion was seconded by Councilmember Trammell.

The City Attorney clarified earlier appraisal discussions, noting a significant gap in property valuations. The city's appraisals indicated a \$500,000 difference between the city's property and a proposed swap parcel. However, the other property owner offered significantly less, initially \$50,000 and eventually \$100,000, leaving a substantial shortfall unresolved.

Councilmember Schmidt expressed confusion regarding the status of the plans. He felt that no concrete, executable plan currently exists following the failure of negotiations with the White House owner.

Councilmember Schmidt offered a substitute motion to direct staff to bring back the previously approved plan for the Crystal Shores Beach Park development for council to review was seconded by Councilmember Bagby and passed 6-0 (Councilmember Geile was absent from the meeting).

Councilmember Bagby requested that a discussion on FPL Undergrounding Phase 2 to be scheduled for the next meeting.

E. Councilmember Hebert

F. Councilmember Geile

1) Projects Status / Updates

2) Nomination of Iris Bethea for appointment to the Town Center CRA Advisory Committee

Motion by Councilmember Trammell, seconded by Councilmember Hebert, to appoint Iris Bethea to the Town Center CRA Advisory Committee passed 6-0 (Councilmember Geile was absent from the meeting).

G. Councilmember Schmidt

Motion by Councilmember Schmidt, seconded by Councilmember Hebert, to appoint Breana Uptigrove to the Local Planning Agency passed 6-0 (Councilmember Geile was absent from the meeting).

H. Mayor Wagner

1) FPL Utility Wraps

Mayor Wagner discussed the utility wraps project, noting the importance of testing durability and aesthetics following last year's initial wrap on utility boxes. He congratulated the Destin Park Foundation for achieving official 501(c)(3) nonprofit status, suggesting the foundation could support sponsorships to beautify city spaces.

Councilmember Schmidt made a motion to direct staff to provide information on the cost of utility box wraps, including different price levels based on size variations. The motion also seeks confirmation on whether wrapping is still permitted and asks staff to bring back the next suggested location for a wrap. Councilmember Hebert provided a second to the motion, which passed 6-0 (Councilmember Geile was absent from the meeting).

2) LDC Article 6: Key Amendments for Consideration

Mayor Wagner introduced thoughts on revisiting amendments related to Article 6 of the Land Development Code concerning trees. He emphasized balancing property ownership rights with environmental impacts, suggesting extending considerations like tree trunk diameter and evaluating trees' environmental significance. He clarified the intent is not to restrict tree cutting entirely but to encourage thoughtful consideration of environmental implications.

I. City Attorney

1) Discussion on Potential Repeal of BTRs

The City Attorney updated the council regarding Business Tax Receipts (BTRs), noting they have created confusion and complications for the city. She indicated the Councilmember Trammell would serve as the legislative sponsor for a proposal to repeal the BTR system, replacing it potentially with a simpler regulatory or flat-fee structure. She highlighted that BTR classifications currently create significant issues for the Finance and IT departments, especially as the city transitions to new software, prompting the need to streamline or eliminate the current system.

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 10:08 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

**REGULAR MEETING
DESTIN CITY COUNCIL
MARCH 3, 2025
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 Sandy Trammell
Councilmember Kevin Schmidt
Councilmember Torey Geile

Councilmember Terésa Hebert
Councilmember Dewey Destin
Councilmember Jim Bagby
Councilmember Rodney Braden

Destin City Staff

City Manager Larry Jones
Parks & Recreation Director Lisa Firth
Deputy Comm Dev Director Steve O'Connor
Public Works Director Michael Burgess
Public Information Director Tamara Young
Projects/Grants/Contract Manager Jeffrey Cozadd
City Attorney Kimberly Kopp

City Clerk Rey Bailey
Finance Director Krystal Strickland
Principal Planner Daniel Butler
HR Director Jamie Haynes
Deputy Public Works Director Joe Bodi
IT Director Andy Peters

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 6:00 PM. Pastor Kevin Wendt of the Grace Lutheran Church in Destin gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Consent Agenda item 3A and 3H were pulled for further discussion.

Councilmember Trammell requested that nominations of applicants to the Parks & Recreation and Town Center CRA advisory committees be listed under her name on the agenda

Motion by Councilmember Hebert, seconded by Councilmember Trammell to approve the agenda, as amended, passed 7-0.

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

A. National Flood Awareness Week - March 3-9, 2025

Mayor Wagner read the Proclamation designating Monday, March 3rd through Sunday, March 9th as *Flood Awareness Week* in the City of Destin and then presented it to the city's Public Works Director.

B. Spring Break Preparations: Brief Overview by Captain Jason Fulghum, Okaloosa County Sheriff's Office

Captain Jason Fulghum of the Okaloosa County Sheriff's Office provided an overview of the department's enforcement strategy for the 2025 Spring Break season.

Captain Fulghum explained that the Sheriff's Office is implementing a strategy similar to previous years, focusing on proactive law enforcement efforts during the spring break period. A dedicated team of five deputies has been assigned exclusively to spring break enforcement:

- Two deputies will patrol the beach in District 2 on ATVs.
- Two additional deputies will patrol the beach on the island, also using ATVs.
- One deputy will serve in a flexible role, moving between beach parks and residential neighborhoods known for spring break activity. This officer will have access to an ATV as needed to respond to emerging issues.

The deployment strategy is adaptable and will change depending on the nature of spring break visitors:

- If the crowd consists mostly of high school students, all deputies will remain on the beach into the night.
- If the majority are college students, who generally vacate the beach after sundown, enforcement will shift into surrounding neighborhoods where disturbances may arise.

Captain Fulghum noted that spring break officially began the previous day and runs through April 20, 2025. On the first day, the Sheriff's Office recorded 12 arrests, with 10 of those occurring in Destin.

In response to a question from the council regarding funding, Captain Fulghum clarified that any overtime pay for deputies involved in the spring break detail is funded by the Tourist Development Department (TDD). Deputies who are not on overtime are working their regular shifts, many of whom are part of the department's Beach Marine Unit.

C. FY 2024 Annual Audit and Financial Statements

Mr. Wade Sansbury of Mauldin & Jenkins, CPAs presented the following independent auditor's financial report for the fiscal year ending September 30, 2024.

- Clean Audit Opinion: The City received an *unmodified opinion*—the highest level of assurance—indicating the financial statements were fairly presented in all material respects.
 - There were no material weaknesses, significant deficiencies, or compliance issues identified. The city did not receive or spend more than \$750,000 in federal or state awards, so a single audit was not required this year.

➤ City Financial Health:

- General Fund Balance: Ended the year at approximately \$33.9 million, a 4.7% increase over the prior year.
- Debt Per Resident: Decreased by \$200 to about \$1,500 per resident.
- Payroll: The city employed 103 staff members with an average salary of \$63,000. Total wages for 2024 were around \$6.5 million.
- Expenditures: Fairly balanced across key sectors – Governmental Services (\$4.2M), Public Safety (\$4.1M), and Culture & Recreation (\$4.3M).
- Revenues: Predominantly from property taxes (nearly \$13 million), followed by licenses, permits, and intergovernmental sources.
- Audit Documentation: Required communications and additional insights are included in the firm's "Auditor's Discussion and Analysis" (ADNA) document.
- Upcoming GASB Impact: The City should prepare for upcoming accounting standard GASB 101, which affects the calculation of compensated absences starting next year.

Councilmember Bagby inquired about the \$6.5 million payroll figure and was informed this figure is derived from general ledger payroll accounts and is not included in the slides or the main financial statements. The auditor offered to provide a breakdown upon request.

Councilmember Bagby moved to accept the 2024 Annual Audit and Financial Statements for the City of Destin and for the City of Destin Community Redevelopment Agency, seconded by Councilmember Trammell. Motion passed 7-0.

2. PUBLIC COMMENTS

Mr. Dan Dulles, a Destin resident, addressed the City Council to express deep frustration over the ongoing flooding problems affecting his garage and home for more than three years. He remarked about the physical and emotional toll the situation has taken on him and his wife. Mr. Dulles emphasized that no significant progress has been made despite various city officials having visited or been aware of the issue. He explained that Phase One of a drainage project merely redirected water toward Snapper Drive, worsening his condition, while Phase Two, which would install proper drainage infrastructure such as sewers and grates, was never completed. He urged the council to take immediate action before the upcoming rainy season.

Ms. Brittany Greenwood introduced the newly launched Destin Touchdown Club, a nonprofit organization focused on building a championship-caliber football program in Destin. She described the initiative as community-centered, with goals to connect youth, middle school, and high school football programs, while also fostering long-term community development and pride. She highlighted current and upcoming programs, including summer football camps, nutrition and community service initiatives, and fundraising efforts. She emphasized the importance of athletics in keeping local children engaged and attracting high-quality residents to the area. Membership for the organization is open to anyone interested in supporting youth athletics in Destin, and more information can be found at DestinTouchdownClub.com.

3. CONSENT AGENDA

- A. Resolution 25-05 - Gulf of America
- B. Destin Little League Annual Opening Day Parade
- C. SUN Trail Grant Agreement for Crosstown Connector Multiuse Pathway Design
- D. Atkins Amendment 6 - Crosstown SUN Trail Design
- E. RFB 25-04-REC Batting Cage at MSC
- F. RFB 25-03-REC Buck Destin Park Restroom
- G. RFQ 24-12-CD-Professional Planning and Grant Consulting Services Continuing Services Contracts
- H. Henderson Beach Resort SUB-001479-2024 –Lot 7 Replat – Final Plat Approval
- I. Approval of minutes of February 18, 2025 Council Executive Session
- J. Approval of minutes of February 3, 2025 Regular City Council Meeting

Consent Agenda items 3A and 3H were pulled for further discussion.

Motion by Councilmember Hebert, seconded by Councilmember Geile to approve Consent Agenda items 3B through 3G, 3I and 3J passed 7-0.

Consent Agenda 3A:

The City Attorney read the title of Resolution 25-05 as follows:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA RECOGNIZING AND SUPPORTING PRESIDENT DONALD J. TRUMP’S RENAMING OF THE GULF OF AMERICA PURSUANT TO EXECUTIVE ORDER 14172 RESTORING NAMES THAT HONOR AMERICAN GREATNESS; RECOGNIZING THE GULF OF AMERICA AS HOME TO VIBRANT AMERICAN FISHERIES TEEMING WITH SNAPPER, SHRIMP, GROUPER AND STONE CRAB AND OTHER SPECIES; RECOGNIZING THE GULF OF AMERICA AS A FAVORITE DESTINATION FOR TOURISM AND RECREATION ACTIVITIES; DIRECTING THE CITY ATTORNEY AND CITY MANAGER TO TAKE ALL ACTIONS IN ACCORDANCE WITH THIS RESOLUTION, INCLUDING AMENDMENTS TO CITY RESOLUTIONS AND ORDINANCES AS APPLICABLE; AND PROVIDING FOR AN EFFECTIVE DATE.”

Councilmember Hebert moved to approve Resolution 25-05, seconded by Councilmember Trammell.

Councilmember Destin expressed concern regarding the necessity and implications of the resolution. He questioned the city council's jurisdiction over naming the Gulf and emphasized the area’s deep historical identity tied to the existing name which needs to be preserved. He also noted that federal agencies, such as NOAA, continue to refer to it as the Gulf of Mexico, and suggested tabling the resolution until federal direction is given.

Councilmember Destin proposed a substitute motion to postpone this item until guidance is received from the federal government on the next steps to take. Motion died for lack of a second.

Councilmember Hebert clarified that the purpose of the resolution was simply to amend city ordinances to align with the president's executive order and update language references from "Gulf of Mexico" to "Gulf of America."

Councilmember Bagby noted that the city charter specifically references the "Gulf of Mexico" in multiple places, including Section 2.01, and argued that amending the charter would require a vote of the electorate.

Councilmember Trammell suggested revising the language in the resolution ensuring that any reference to the Gulf of Mexico in existing city records would be construed as referencing the Gulf of America moving forward.

Councilmember Bagby offered a substitute motion to amend the language in the resolution so that it explicitly reflects that any references in their governing documents to the 'Gulf of Mexico' shall be interpreted as also referring to the 'Gulf of America' or similar wording to that effect, ensuring clarity and consistency in their official records. Councilmember Trammell provided a second to the motion, which passed 4-3 (Council members Hebert, Bagby, Destin, and Trammell voted "yes"; Council members Schmidt, Geile, and Braden voted "no").

Consent Agenda Item 3H:

Councilmember Bagby asked the applicant to clarify a reference in the replat regarding "six units with 14 rooms for workforce housing," seeking confirmation that this housing was included in the replat and inquiring whether it was intended for general workforce use or specific to a particular entity.

Mr. David Smith, the engineer of record representing the applicant, confirmed that the replat includes six workforce housing units with 14 rooms, located in the northeast corner of the site. He clarified that this housing is designated for employees of Henderson Beach and is not available to the general public. He also explained that the replat creates Lot 10 and Lot 11 from a replat of Lot 7, with Lot 10 containing four townhome units.

Councilmember Bagby moved to approve Consent Agenda Item 3H as presented, seconded by Councilmember Destin. Motion passed 7-0.

4. CITY MANAGER REPORTS

A. Undergrounding Update and Phase 2 – Discussion

Ms. Stephanie Lindsay, Project Manager for the Utility Consultants of Florida (UCF), presented an update on Phase One of the city's utility undergrounding projects along Highway 98, from Beach Drive to the Marler Bridge. Key updates included:

- FPL Conduit Installation: Completed 95% of equipment placement on the north side of Highway 98.
- Overall Construction Progress: 25% complete as of January 29.

- Temporary Pause: Work paused from January 29 to February 24 due to permitting/material delays from communication carriers, now resolved.
- Communication Carriers: All involved parties (including Unity and Live Oak Fiber) have materials and permits; work resumed.
- Street Lights: Conduits and handholes have been installed; FPL will return later to install poles.
- No Change Orders: None requested to date.
- Upcoming Work: Drilling operations continuing eastbound; anticipated completion late summer 2025.
- Tourist Season Impact: Contractor will coordinate with DOT and local businesses to mitigate disruptions during peak season.
- Future Phasing: Seven future project areas have been identified. Phases can be adjusted or combined at the City's discretion. Design and cost estimates for a new phase would take approximately one year.

Public concern was raised regarding metal survey flags on properties, particularly in residential areas. Ms. Lindsey noted most flags are for commercial properties and committed to confirming with fiber providers (Live Oak and AT&T) about their retrieval. There was a suggestion to use the city's Facebook page to notify residents when flags can be safely removed.

Councilmember Bagby emphasized that late January to February is a key construction window with reduced traffic and tourist activity. He urged that carriers be prepared well in advance of the next tourist season to avoid another work stoppage. He criticized the coordination delay, stating UCF did a "good job, but not a great job" due to missed opportunity during the recent low-traffic window. He requested that UCF ensure all coordination is complete before November to take advantage of next year's window. He then requested an update from the Finance Director regarding the financial status of this project.

Finance Director's Comments on Funding:

- Current Available Funds:
 - \$800,000 from electric franchise fees currently uncommitted.
 - \$500,000 annually in franchise fees available for future debt service.
- Cost Estimates for Future Phases:
 - Each phase estimated at \$15–18 million.
 - City could potentially borrow \$8 million currently, about half the cost of a phase.
 - A balloon payment is due in five years for the current phase; refinancing options will be assessed at that time.
- Grant Opportunities: State and federal resiliency grants are being pursued, especially for Highway 98 as it is a state road.

Councilmember Destin mentioned that the City Charter allows the formation of a Special Municipal Taxing District, enabling neighborhoods to petition for undergrounding and fund it through additional property taxes. He encouraged residents and neighborhoods interested in undergrounding to explore this option, which does not require 100% participation—just a majority.

Councilmember Bagby moved to maintain the current numerical order of phases for planning purposes, particularly to increase the chances of securing state/federal funding for Highway 98; seconded by Councilmember Hebert.

Councilmember Schmidt requested clarification on whether approval of the motion would prompt staff to immediately begin work on the next phase.

Ms. Lindsey explained that no further action, such as obtaining cost estimates, would be undertaken without explicit direction from the council. She emphasized that the motion establishes only a framework for future steps and does not commit to specific actions. Ms. Lindsey also noted that UCF could provide preliminary cost estimates at no charge if requested.

Motion passed 6-1, with Councilmember Braden dissenting.

B. Gator Dredging Request for Release of Bid

The City Manager provided an update on the status of the harbor dredging project, initially awarded to Gator Dredging. He explained that Gator Dredging had requested to withdraw from the contract due to timing conflicts and delays beyond their control, which were originally outlined in the bid documents. Legal counsel and staff, in reviewing the project's complexities, determined that a coastal engineering firm was necessary for successful execution. The council had previously approved the use of Taylor Engineering under a county contract to support this process.

Upon review, Taylor Engineering deemed the existing bid documents inadequate, identifying multiple critical issues, including the proposed spoil placement site overlapping with the Norriego Point Park construction area and conflicts with the shorebird nesting season. These factors would likely result in significant and costly change orders.

As a result, the City Manager recommended that the council approve Gator Dredging's request to withdraw, reject all remaining bids, and allow staff to return with a task order to engage Taylor Engineering to prepare revised specifications for a new bid process, targeting a project start date after the shorebird nesting season in November. Additionally, he noted that discussions are underway with the Army Corps of Engineers to potentially assume long-term responsibility for the dredging, though that remains a future consideration.

Councilmember Trammell moved to release Gator Dredging from their bid proposal for RFB 24-13-PW Old Pass Lagoon Navigational Channel Dredging Project; seconded by Councilmember Hebert. Motion passed 7-0.

C. Appropriations Prioritization

The City Manager explained that Representative Maney's office, in coordination with the city's lobbyist, requested the council to rank the four projects to guide legislative efforts. Although all projects will remain in the funding mix, ranking them helps the lobbyist and Representative Maney target efforts more effectively. The City Manager noted that the ranking provided in the staff report reflects the lobbyist's recommended order based on legislative viability.

Councilmember Schmidt moved to prioritize the projects as follows:

- #1 – Recreation Project – Clement Taylor Park Renovation**
- #2 – Stormwater Infrastructure Project - Mattie Kelly Outfall**
- #3 – Capacity Project – Crosstown Connector**
- #4 – Pedestrian Underpass – Near Stahlman/98 Intersection**

Councilmember Hebert provided a second to the motion.

Councilmember Schmidt expressed dissatisfaction with long-standing unfunded projects and emphasized a desire to focus funding on new or more impactful efforts.

Councilmember Bagby asked Mayor Wagner about his recent conversations in Tallahassee and what he perceived about available funding and legislative priorities.

Mayor Wagner responded that the Crosstown Connector, due to its regional connectivity and longstanding history, gained attention from the Governor's Deputy Chief of Staff. He noted that most funding energy appears to be focused on securing one or two major projects this year, due to tightened budget constraints, and that membership program-based appropriations are not expected to perform well. He supported deferring to the lobbyist's ranking.

Acknowledging past experience with legislative processes and the likelihood of certain projects being more viable, Councilmember Bagby emphasized the importance of relying on professional lobbying guidance. He noted that some projects may receive partial funding from alternative sources and that the underpass could be framed as a more localized legislative request.

Councilmember Bagby proposed a substitute motion to prioritize the projects in their current listed order, as recommended by the City of Destin's hired lobbyist, as follows:

- #1 – Capacity Project – Crosstown Connector**
- #2 – Stormwater Infrastructure Project - Mattie Kelly Outfall**
- #3 – Pedestrian Underpass – Near Stahlman/98 Intersection**
- #4 – Recreation Project – Clement Taylor Park Renovation**

Councilmember Trammell provided a second to the substitute motion.

Councilmember Destin highlighted the close relationship between the Crosstown Connector and the Stahlman Avenue Underpass, stating that failing to address the intersection while rerouting traffic through it would undermine the effectiveness of the Crosstown Connector. He expressed support of the substitute motion, reinforcing the need for integrated planning and coordination.

Councilmember Bagby agreed with Councilmember Destin's point about the interconnectivity of the two projects. He added that while he chose not to elevate the underpass

in the ranking, he had confidence in Representative Maney's ability to secure funding for the Crosstown Connector again, and he hoped that other officials would recognize the need to fund both projects together. He noted his connections with the Governor's new Deputy Chief of Staff could also help support the city's requests.

The substitute motion passed 4-3 (Council members Hebert, Bagby, Destin, and Trammell voted "yes"; Council members Schmidt, Geile, and Braden voted "no").

D. Crystal Beach Plans

The City Manager provided an update on the Crystal Beach parking lot plans following a request from the council at the prior meeting. In March 2023, the City Council approved a 10% design plan, which has since been advanced to a 60% design. Plans were presented at the meeting for council review and discussion. The project is a joint venture between the city and the county, with participation from Deputy County Administrator Craig Coffey. The City Manager noted that the city's former engineer had concerns about traffic circulation in the 60% plan, particularly regarding back-in parking onto the roadway. The county had proposed removing fewer parking spaces, whereas the city engineer had proposed a circulation pattern that required eliminating more parking spaces.

Councilmember Geile expressed frustration with the county's lack of concern about Destin's traffic issues. He noted the county's overdevelopment, referencing the influx of hotels and car wash places, and stated that the city bears the brunt of resulting traffic congestion. He opposed adding more parking spots and suggested selling isolated residential property between the city-county jointly purchased lots, distributing the proceeds proportionally and reallocating the city's share to other projects.

Councilmember Braden questioned why eliminating a few parking spaces was problematic, highlighting safety concerns with vehicles backing into the highway. He pressed for a clearer turnaround solution and expressed dissatisfaction with receiving updated plans at the last minute.

Deputy County Administrator Craig Coffey explained that a compromise was reached to provide a circular traffic pattern while maximizing parking. Four spaces were eliminated to allow turnaround functionality. He reminded the council that the city and county had invested significantly (over \$3.5 million) in the property and emphasized the importance of moving forward after years of planning. He reaffirmed the county's support and noted the project would increase safe, accessible beach access without increasing tourist volume. He stated that the revised plans reflect the compromise between the city engineer's recommendations and county goals.

The removal of a bike rack was proposed to allow for a turnaround area. Mr. Coffey stated that whether two or four spaces were eliminated, the critical goal was to avoid unsafe back-out situations. A plan was proposed to include a one-way circular flow to improve safety.

Staff explained that the 60% plan on display was from the county and reviewed based on earlier staff comments on the 10% plan. The two plans discussed—one eliminating two spaces and one eliminating four—were both dated April 2023 and created by Baskerville-Donovan in

collaboration with the city's former engineer. Neither fully comply with the city's land development code, and six variances would likely be required for approval. Staff explained that without a current engineer on staff, a full development review was not yet conducted.

The City Attorney clarified that if a plan does not meet the city code, it must go before the Board of Adjustment (BOA) for variances. If variances are denied, the plan would be returned to the council. An alternative would be to amend the code for Crystal Beach Gulf-front parks to accommodate the unique limitations of the site. The council was cautioned that six or more variances would be required, including reduced setback buffers and circulation exceptions.

Councilmember Bagby acknowledged the years of planning and partnership with the county. He stated that although he preferred the plan to eliminate four spaces (for improved safety), he was open to bringing both the two- and four- space-elimination plans back to the council after staff consults with the county.

Councilmember Bagby moved to direct staff to bring back two proposed parking plans – one with a reduction of four parking spaces and another with a reduction of two – after consulting with the county. These revised plans would be presented to the council no later than the first meeting in April for their consideration. The motion was seconded by Councilmember Trammell.

Councilmember Schmidt opposed proceeding with designs that do not meet local ordinances and described the current proposals as flawed.

Council members Geile and Schmidt advocated designing within code and suggested the initial land purchase may have been a mistake due to constraints of the site.

Councilmember Schmidt offered a substitute motion to require that any plans brought back for consideration must fully comply with the City of Destin's current code, with no variances required; seconded by Councilmember Geile. Motion passed 5-2 (Council members Schmidt, Geile, Hebert, Trammell, and Braden voted "yes"; Council members Bagby and Destin voted "no").

Councilmember Bagby walked through the variances with staff and explained how the design aimed to strike a balance between safety, code, and maximizing public use. He emphasized that the current plan, while imperfect, is a compromise based on significant investment and lengthy planning.

Staff explained that several variances would be needed for the current designs:

1. Throat clearance – Not meeting the 40-ft width minimum at entrance/exit.
2. Terminus parking islands – Lacking required 100 sq. ft. landscaped islands with trees.
3. Setbacks – Side setbacks on multiple parcels do not meet code.

Mr. Coffey stated that the plans were developed based on guidance from both parties and aimed at balancing parking availability with site limitations.

Council members discussed the purpose of the park: whether it was to maximize parking or to provide safe beach access. Multiple members expressed concern about the optics of approving projects with multiple variances while holding private developers to strict standards.

Councilmember Destin suggests they reconsider the prior action of the council due to confusion over the implications of Councilmember Schmidt's substitute motion (i.e., that requiring full code compliance could render the park project infeasible),

Councilmember Hebert moved to reconsider the vote on the previous motion made by Councilmember Schmidt. The motion was seconded by Councilmember Trammell. Motion to reconsider passed 4-3 (Council members Hebert, Bagby, Destin, and Trammell voted "yes"; Council members Schmidt, Geile, and Braden voted "no").

Revote on Councilmember Schmidt's substitute motion:

"Motion to require that any plans brought back for consideration must fully comply with the City of Destin's current code, with no variances required."

Motion failed 3-4 (Council members Schmidt, Geile, and Braden voted "yes"; Council members Hebert, Bagby, Destin, and Trammell voted "no").

Vote on Councilmember Bagby's original motion:

Councilmember Bagby moved to direct staff to work with the county and bring back two revised plans – one with a four-space reduction and another with a two-space reduction – for the council's consideration: seconded by Councilmember Hebert. Motion passed 4-3 (Council members Hebert, Bagby, Destin, and Trammell voted "yes"; Council members Schmidt, Geile, and Braden voted "no").

E. TDC FY26 Expenditure Plans for the Promotion of Tourism

The City Manager introduced this item regarding TDC funds allocated annually by the county. For fiscal year 2026, the city anticipates receiving approximately \$1.9 million, and a detailed spending plan was presented, including categories such as salaries, contract services, utilities, insurance, and maintenance. He clarified that unspent budgeted amounts remain available for discretionary spending on approved TDC expenses. Additionally, due to accounting corrections, the city identified an extra \$1.5 million previously unaccounted for, leaving approximately \$1.7 million currently available for discretionary spending. He suggested reserving this amount to potentially match funds from Triumph Gulf Coast, which requires projects to have local funding commitments first.

Councilmember Schmidt moved to authorize the City Manager to sign and submit the expenditure plans for Beach and Boardwalk operations, the Advanced Funding Agreement annual payment, and to allocate an additional \$300,000 to the Pickleball Finance fund and \$300,000 to the Morgan Sports Complex Fieldhouse restroom project, seconded by Councilmember Hebert.

Councilmember Bagby inquired about the estimated cost of undergrounding the pedestrian walkway at Stahlman Avenue and Highway 98, with staff estimating a cost between \$12-\$15 million. Councilmember Bagby suggested combining funds from various sources, including TDC, FDOT, TPO, and Triumph Gulf Coast, to fund this significant infrastructure project.

The Finance Director clarified previous county funding arrangements, expected bed tax revenue declines, and affirming the city's solid financial standing despite these anticipated reductions. She also addressed concerns regarding the city's financial buffer, confirming an existing \$600,000 buffer from the TDC-awarded funds for ongoing park developments at Crystal Beach and Tarpon Beach.

The Finance Director supported the proposed allocations by Councilmember Schmidt, noting the appropriateness and feasibility of the proposed expenditures within existing and anticipated financial resources.

Councilmember Destin initially offered a substitute motion delaying the decision to better understand the financial implications but ultimately withdrew his substitute motion after receiving further clarification.

Motion passed 7-0.

F. Community Center Exterior Building Envelope Inspection

The City Manager provided an update on the community center, specifically regarding the exterior building envelope inspection. At the previous meeting, the Council approved up to \$14,100 for this work. A contract has since been signed with BECI for \$9,500 to conduct the inspection and produce the related documentation. Once the inspection report is received, staff may return to request authorization for BECI to assist with drafting bid documents to ensure all identified issues are properly addressed in future construction bids. No Council action is required at this time.

G. Park Master Plan - Agreement and Work Authorization

The City Manager introduced the item and referenced the City's February 3rd visioning session. He noted that pocket parks, landscaping, and tree planting had emerged as important themes for the council. In response, staff had begun identifying available parcels of land throughout the city that could potentially be developed into pocket parks or green spaces. The idea was to create prototype layouts and cost estimates for different parcel sizes, creating a flexible planning menu to support the council's vision.

Councilmember Schmidt moved to approve the agreement and work authorization #1 with Perez Planning and Design LLC for RFP 24-03-REC Parks and Recreation Master Plan and direct the City Manager to execute both documents, seconded by Councilmember Trammell.

Councilmember Schmidt expressed support for executing the contract but opposed giving consultants pocket park concepts at this stage, as he felt the council had not collectively agreed on them.

Councilmember Hebert also expressed concern about the inclusion of pocket parks, stating that she preferred focusing on the city's existing, established parks, emphasizing the value of investing in and maintaining those instead of allocating resources toward new small-scale parks.

Councilmember Trammell clarified that pocket parks refer to small, underutilized city-owned parcels, including unmaintained rights-of-way or vacant lots, that could be repurposed as community gathering spaces. She emphasized that staff currently lacks a comprehensive list of such parcels and that identifying them should be part of the master plan process. She stated that these spaces could serve as low-cost community assets for local neighborhoods.

Councilmember Destin supported Councilmember Trammell's explanation and reiterated that identifying available parcels was discussed at the visioning session. While he expressed skepticism about commissioning another expensive study, he acknowledged that the focus on parks aligned with the council's priorities.

Councilmember Bagby supported the concept of pocket parks as simple, low-maintenance spaces like benches or picnic tables on small leftover parcels from developments. He emphasized that these were not major developments like large sports complexes, but modest enhancements to neighborhood livability.

Councilmember Geile recalled that the city previously had an Excel spreadsheet listing city-owned parcels and easements, possibly compiled during earlier work with SRS. He suggested that the data be revisited. He also expressed concern about maintenance costs and staff capacity and advocated focusing efforts on improving and maintaining existing parks before expanding to new spaces.

The discussion concluded with a consensus that while pocket parks may have a place in the overall vision, the primary focus of the master plan is broader. The council supported moving forward with the planning contract, with multiple members clarifying that future decisions regarding pocket parks would require further council input and budgeting considerations.

The motion passed 7-0.

H. Draft Minutes of Standing Boards & Committees - Informational Only

I. Announcements

- 1) It has been noted that three council members will be unable to attend the March 17th meetings, which include an Executive Session, a CRA Board Meeting, and a Regular Council Meeting. If one additional member is unable to attend, a quorum will not be met for any of these sessions. Any council members uncertain about their availability are asked to inform staff as soon as possible so that appropriate announcements can be made.
- 2) During the recent visioning session, the Town Center Master Plan was discussed. Staff has followed up with SRS, and they have confirmed that the master plan

package, including all narratives, will be sent during the week of March 10th. The council will receive this information as soon as it is available.

- 3) The Destin Fishing Hall of Fame induction ceremony will take place on Friday at 10:00 a.m. at the Community Center. This year's inductees are:
 - A. William Frank Davis Sr.
 - B. H.F. "Chubby" Destin
 - C. Buddy Gentry
 - D. Cecil Leonard Woodward
- 4) A Public Works & Public Safety Meeting will be held on March 11th at 5:30 p.m. at the Annex. Among the topics for discussion will be e-bikes, a subject of recent public interest. Residents are encouraged to attend.
- 5) At the upcoming March 17th City Council Meeting, representatives from Kimley-Horn will present on Intelligent Intersections and Intelligent Transportation Systems.
- 6) Prior to the city council meeting on March 17th, a CRA Board Meeting will be held at 5:30 p.m.
- 7) A Spring Break Camp for children ages 5 to 12 will be offered at the Destin Community Center from March 17th to March 21st. The camp will feature various activities, including water park visits, recreation, and arts and crafts.
 - Cost: \$150 for Destin residents | \$180 for non-residents
 - Hours: 9:00 a.m. – 5:00 p.m.
 - Pre-registration is required.
- 8) As requested by the council, staff have gathered information on the previous utility box wraps project. The cost for these wraps ranged from \$1,000 to \$1,632, depending on the size of the box. The designs were customizable, but per City signage regulations, they must remain decorative only, with no text or symbols. The quoted prices include printing, fabrication, and installation.

5. PUBLIC HEARINGS

- A. First Reading Ordinance 24-05-CN - Abandonment of a segment of environmental preservation area in Pine Ridge Trace Subdivision.

The City Attorney read proposed Ordinance 24-05-CN by title and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR ABANDONMENT OF A SEGMENT OF ENVIRONMENTAL PRESERVATION AREA IN PINE RIDGE TRACE SUBDIVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Jeff Burns appeared on behalf of the applicant, Ms. Amanda Belcher, requesting the city vacate a small portion of an Environmental Preservation Area located adjacent to her property in the Pine Ridge Trace Subdivision. Mr. Burns explained that Ms. Belcher's request predates the city's broader vacation request for the entire right-of-way and stemmed from a code enforcement issue initiated in May 2023. He provided historical context, noting the area was originally dedicated in 1983 to the county but was never incorporated into either the county or city's park plans.

Mr. Burns emphasized that residents, including Ms. Belcher had treated the area as part of their backyards for decades, with fencing, porches, and sheds constructed over the land. Ms. Belcher inherited her property as a family gift in 1994 and was unaware of the true property boundaries until contacted by code enforcement. He noted that the city had even issued permits in 2011 to run utilities to the shed on the property, further suggesting the area was mistakenly assumed to be private land. Mr. Burns stressed Ms. Belcher is not a developer but a long-time local resident and housekeeper seeking to remain in her home without having to demolish existing improvements. He concluded by requesting council's approval of the vacation.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for their discussion and consideration.

Councilmember Braden moved to approve Ordinance 24-05-CN on first reading and advertise it for second reading; seconded by Councilmember Bagby.

At this time, both Council members Herbert and Destin announced they will abstain from voting due to a conflict of interest.

Motion passed 5-0. Council members Destin and Herbert abstained from voting.

B. First Reading Ordinance 24-16-CN - Abandonment of the Environmental Preservation area in Pine Ridge Trace Subdivision

The City Attorney read proposed Ordinance 24-16-CN by title and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR ABANDONMENT OF THE ENVIRONMENTAL PRESERVATION AREA IN PINE RIDGE TRACE SUBDIVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Works Deputy Director Joe Bodi presented in support of the city's ordinance for the broader vacation of the entire Environmental Preservation Area in the Pine Ridge Trace subdivision. Mr. Bodi explained that during review of Ms. Belcher's application, staff identified widespread encroachments into the area, including sheds, fences, cleared vegetation, and parking areas. Based on aerial imagery from 2023, 31 of 66 adjacent properties had encroachments, with others having modified the land. City staff evaluated whether to initiate widespread code enforcement actions or to pursue vacation of the right-of-way. Leadership determined it would be in the city's best interest to vacate the area. Mr. Bodi confirmed that the request meets all five

criteria outlined in the City's Land Development Code. He noted Destin Water Users requested a utility easement between Indian Trail Court and the adjacent airport property, which was accommodated. The Destin Executive Airport had no objections, provided residents comply with the city's aircraft zoning regulations. Mr. Bodi concluded by stating the Local Planning Agency had reviewed and recommended approval of the city's vacation request.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for their discussion and consideration.

Councilmember Trammell moved to approve Ordinance 24-16-CN on first reading and advertise it for second reading; seconded by Councilmember Bagby. Motion passed 5-0. Council members Destin and Herbert abstained from voting.

- C. This is the second public workshop concerning the adoption of the City of Destin's new Mobility Fees based on the Mobility Fee Study consistent with sections 163.3180 and 163.31801, Florida Statutes. City Council will discuss and consider all public input at this workshop, which is the second workshop dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitation set forth in Florida Statutes.

The City Attorney opened the item, reiterating that this is the second required public workshop. She emphasized the need to demonstrate extraordinary circumstances in order to justify increasing mobility fees beyond the limits prescribed by state law. She noted that Destin has not updated its transportation impact fees in 16 years, a key factor in qualifying for the statutory exception.

Ms. Lauren Witt and Mr. Allan Steinbeck from 3TP Ventures presented the findings and recommendations of the Mobility Fee Study, highlighting the following:

- **Project Timeline:** The study began in June of the previous year and concluded in November. The first workshop was held previously, and this meeting served as the second. The final ordinance must be adopted by June 27, 2025, to remain compliant with the study's 12-month validity window.
- **Effective Date:** If adopted, the new fees must become effective at least 90 days after adoption.
- **Statutory Framework:** The Florida Statutes limit fee increases to 50% over four years unless a demonstrated need study is conducted, two public workshops are held, and the ordinance is adopted by a two-third vote.
- **Justification for Fee Increases:** The consultant cited significant cost increases in construction materials (up 32% since COVID-19) and disruptions to global supply chains. These factors have severely limited the current transportation impact fees' ability to fund needed infrastructure.

- Policy Options for Council:
 1. Adopt the full recommended maximum fees from the study.
 2. Adopt a discounted fee structure, offering a 50% discount for long-term single-family residential dwellings and removing discounts for retail shopping centers and supermarkets.
- Fee Examples:
 - A long-term single-family home (4,700 sq ft) would see a fee of \$1,789 with the 50% discount, compared to the current \$1,896.
 - Conversion from retail to restaurant would require a net fee of \$36,000 after crediting the existing use.
 - A short-term rental conversion from long-term residential would trigger an additional \$42,500 in fees.

The mayor opened a public hearing to receive comments from the public regarding the second public workshop concerning the adoption of the city's new mobility fees. Having none, the mayor closed the public hearing and turned the matter over to the city council for discussion.

Councilmember Bagby expressed appreciation for the revised fee structure and emphasized the need to establish a clear starting point—suggesting that the council should adopt the maximum allowable fees and make adjustments later by applying discounts. He raised the question of next steps, specifically when the council would have the opportunity to formally vote and debate specific line items.

The City Attorney responded that a draft ordinance is currently being prepared and could be presented for first reading soon. The council could also hold a special meeting to walk through fee line items and decide what to discount. She reiterated that:

- Adoption must occur by June 27, 2025, to remain in compliance with the study.
- The Council should base all decisions on the documented study to avoid arbitrary changes.
- Discounts or alternative approaches must be tied back to the study and justified with supporting data.

Councilmember Destin reflected on the original adoption of road impact fees decades ago, noting the significant involvement of the building industry at the time. He expressed concern that the industry may be unaware of the proposed changes, despite the large fee increases involved. He emphasized that under this plan, single-family homes, restaurants, and commercial developments could see tens or hundreds of thousands of dollars in new fees. He also stated that the council retains the option to:

- Reject the new methodology.
- Increase existing transportation impact fees using a separate study.
- Proceed with this proposed structure but make thoughtful reductions where appropriate.

The mayor inquired whether the long-term residential impact fees were being increased.

The consultant confirmed they would be increased slightly under the new structure—fees that were previously aligned with current transportation fees were adjusted upward to a 50% discount, based on council feedback from the previous workshop.

The mayor supported adopting maximum fees initially, followed by thoughtful application of deductions to reward projects that align with community values, such as those promoting walkability and quality of life. He noted this approach provides the city with more flexibility in evaluating future developments.

The Council generally acknowledged that:

- Some proposed fees are significantly higher, especially for larger homes and commercial projects.
- Adoption of maximum fees provides a strong negotiating position, while discounts can be selectively applied for desirable development.
- The study provides a legal and data-driven foundation to exceed statutory limits, but decisions must be defensible and justifiable under the study’s findings.

D. Second reading of Ordinance 24-23-CC - Requiring short-term rental registrations at multi-family units, including condominium units, within the City of Destin; providing for authority; providing for findings of fact; distinguishing between short-term rental registrations for single-family homes and short-term rental registrations for multi-family units; renaming Article VI of Chapter 13 “Registration of short-term rentals (single family) but making no other amendments to the regulations for short-term rentals for single-family homes; creating Article VI(a) of Chapter 13, “Registration of short-term rentals (multi-family); requiring an application for such registration and authorizing registration fees for short-term rentals at multi-family units; requiring a local responsible party for short-term rentals at multi-family units.

The City Attorney read proposed Ordinance 24-23-CC by title and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA REQUIRING SHORT-TERM RENTAL REGISTRATIONS AT MULTI-FAMILY UNITS, INCLUDING CONDOMINIUM UNITS, WITHIN THE CITY OF DESTIN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; DISTINGUISHING BETWEEN SHORT-TERM RENTAL REGISTRATIONS FOR SINGLE-FAMILY HOMES AND SHORT-TERM RENTAL REGISTRATIONS FOR MULTI-FAMILY UNITS; RENAMING ARTICLE VI OF CHAPTER 13 “REGISTRATION OF SHORT-TERM RENTALS (SINGLE FAMILY) BUT MAKING NO OTHER AMENDMENTS TO THE REGULATIONS FOR SHORT-TERM RENTALS FOR SINGLE-FAMILY HOMES; CREATING ARTICLE VI(A) OF CHAPTER 13, “REGISTRATION OF SHORT-TERM RENTALS (MULTI-FAMILY); REQUIRING AN APPLICATION FOR SUCH REGISTRATION AND AUTHORIZING REGISTRATION FEES FOR SHORT-TERM RENTALS AT MULTI-FAMILY UNITS; REQUIRING A LOCAL RESPONSIBLE PARTY FOR SHORT-TERM RENTALS AT MULTI-FAMILY UNITS; 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. Joan Blatten addressed the cost burden on condo owners, citing rising insurance, new state inspection requirements, and added city fees. She emphasized that condos self-manage with staff, security, and vendors and should not be treated the same as short-term rental houses. She urged the city to reconsider the fee, warning that continued taxation could deter tourism in Destin.

Mr. Ken Wampler argued that hotels also contribute to public facility strain and should not be excluded from fees. He noted a 44% increase in hotel inventory in 2024 and emphasized this affects city resources. He called the fee on condos “taxation without representation,” given that condos already fund services through their associations. He stated that bed tax revenues (e.g., \$21 million in 2023) already support beach safety and sheriff services. He urged the council to reconsider the ordinance and expressed concern over implementation without clear benefit to condo owners.

Ms. Louisa Blalock spoke as both a condo owner and property manager. She expressed concern over the administrative burden and compliance cost that new registration processes and fees would place on property managers. She asked the city to keep processes simple and fees reasonable, especially for smaller units and one-bedroom condos. She highlighted how new structural assessments already create financial strain on condo owners.

Ms. Tiffany Edwards advocated for fairness between hotels and vacation rentals in implementing fees. She refuted the idea that vacation rentals contribute less economically, citing studies showing tourists spend significantly in the area. She mentioned a company that provides tourism experiences funded by vacation rentals; further demonstrating the sector's local economic contribution. She asked for equitable treatment in policy affecting all tourism entities.

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 Geile moved to adopt Ordinance 24-23-CC on second reading; seconded by Councilmember Schmidt.

Councilmember Bagby clarified some misconceptions. He noted that hotel inventory growth is mostly outside city limits and suggested hotels may be reconsidered for inclusion later. He proposed working with the Clerk of Court for registration and tax collection rather than burdening city staff. He acknowledged concerns over condo assessments and pledged fairness in setting future fees, with smaller units possibly paying as low as \$300.

Councilmember Hebert emphasized that the intention is not to burden condo owners. She supported a small, square-footage-based fee to maintain fairness. She reiterated that the city cares about residents’ concerns and values public input.

Councilmember Destin agreed that condo associations already manage their properties effectively. He expressed discomfort approving the ordinance without knowing what the final fee will be but supported moving forward for now.

Councilmember Braden highlighted the \$3.3 million annual cost the city pays for sheriff services, funded by the general fund (not TDC). He argued that condos still rely on public safety

services in emergencies, thus contributing to city costs. He expressed support of the ordinance, citing broader responsibilities the city must address.

Councilmember Schmidt acknowledged both public concerns and the city's needs. He stressed the importance of equity between condos and houses. He expressed disappointment that hotels were being excluded after suggesting fairness across all sectors. He committed to ensuring the collected fees are used appropriately and not just to expand bureaucracy.

Motion passed 7-0.

- E. Second Reading/Motion to Rescind Approval on First Reading of Ordinance 25-01-CC requiring short term rental registrations for rentals of commercial lodging units (including but not limited to hotels, motels, bed and breakfasts, condotels, and similar facilities) within the City of Destin; providing for authority; providing for findings of fact; providing for definitions; distinguishing between short-term rental registrations for residential units and registrations for commercial lodging units; creating article vi(b) of Chapter 13, "registration of short-term rentals (commercial); requiring an application for such registration and authorizing registration fees for short-term rentals at commercial lodging units; requiring a local responsible party for short-term rentals at commercial lodging units.

Motion to rescind approval on first reading of Ordinance 25-01-CC passed 4-3 (Council members Hebert, Bagby, Destin, and Trammell voted "yes"; Council members Schmidt, Geile, and Braden voted "no").

- F. Matt Taylor of AtkinsRealis, on behalf of the City of Destin, is requesting approval of a Major Development Order application (DEV-001449-2024) & a Major Subdivision (SUB-001448-2024) application. This project includes the subdivision of the parcels herein to establish City Right-of-Way (ROW) and associated recreationallly zoned parcels, as well as construction of a road connecting Legion Drive to Azalea & Benning Drive, and the associated site infrastructure. The subject project is located at 700 Legion Drive, 215-217 Beach Drive, 209 Beach Drive, 601-611 Sandalwood Drive, and unaddressed parcel fronting Benning Drive (Parcel IDs: 00-2S-22-2335-0000-0130, 00-2S-22-3083-000B-0180, 00-2S-22-3083-000B-0170, 00-2S-22-0000-0009-0000, 00-2S-22-2167-0000-0300, 00-2S-22-2167-0000-0310, 00-2S-22-2167-0000-0280, 00-2S-22-2167-0000-0320, 00-2S-22-2167-0000-029A, 00-2S-22-2167-0000-0330, 00-2S-22-2167-0000-0270, 00-2S-22-2167-0000-0340, 00-2S-22-2167-0000-0260, 00-2S-22-2167-0000-0250, & 00-2S-22-5555-0000-0020).

The Principal Planner provided an overview of a development initiative known as the Cross-Town Connector, focusing specifically on the development order and subdivision aspects of the project. The project involves the transformation of existing residential properties to facilitate the creation of a new right-of-way. This process is part of a phased approach that begins with obtaining preliminary plat approval for the subdivision. The planner clarified that the request before the board was strictly for preliminary plat approval at this stage. Once preliminary plat approval is secured, the next procedural steps would involve returning before the council for Future Land Use Map (FLUM) amendments and rezoning actions. These changes are necessary

to officially convert the subject parcels from residential use to recreational right-of-way use, aligning with the larger goals of the Cross-Town Connector project.

Councilmember Bagby moved to approve Destin Crosstown Connector, a Major Development Order and Major Subdivision, as presented; seconded by Councilmember Hebert. Motion passed 7-0.

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

A. Councilmember Braden

B. Councilmember Trammell

Motion by Councilmember Hebert, seconded by Councilmember Trammell, to appoint Preston Green to the Town Center CRA Advisory Committee passed 7-0.

Motion by Councilmember Geile, seconded by Councilmember Trammell, to appoint Jan McGraw to the Parks & Recreation Committee passed 7-0.

Motion by Councilmember Trammell, seconded by Councilmember Hebert, to appoint Jessica Jullian to the Parks & Recreation Committee passed 7-0.

C. Councilmember Destin

Snapper Drive Drainage Project: Councilmember Destin:

- Acknowledged the need to address Mr. Dulles' flooding issue.
- Recommended revisiting the original 2017 drainage plan instead of using neighboring properties for water retention.
- Urged Public Works and the City Manager to find a solution that satisfies all affected property owners.

D. Councilmember Bagby

Reported multiple complaints from residents about Live Oak Fiber damaging irrigation systems and other utilities during installation. Requested a review of the city's lease agreement with Live Oak Fiber to determine potential remedies for affected homeowners. He asked to place this item on the next council meeting agenda.

E. Councilmember Hebert

Noted an impending heavy rainstorm and requested immediate action to protect Mr. Dulles' property. She asked Public Works to deliver and remove sandbags to prevent flooding of his driveway.

F. Councilmember Geile

1) Projects Status/Updates

Councilmember Geile supported Councilmember Bagby's request to review Live Oak Fiber's lease agreement. He requested that the review include other contractors engaged in similar work as multiple companies may be responsible for infrastructure damage.

G. Councilmember Schmidt

Councilmember Schmidt requested that Ordinance 05-04-LC regarding Mobile Vending be added to the April meeting agenda.

H. Mayor Wagner

The mayor requested an agenda item for the next meeting on implementing a Mobility on Demand program.

I. City Attorney

The City Attorney announced that: Pursuant to Section 286.011(8), Florida Statutes, the City Attorney desires the advice of the City Council in the case of Jeffrey Zurick v. Destin Apartments, LLC and City of Destin, FL, 2023 CA 000779 (Okaloosa County, Florida 2023) and as such, is calling for an Executive Session to be held in the City Council Chambers at the Destin City Hall Annex, 4100 Indian Bayou Trail, Destin, Florida 32541, on March 17, 2025 at 5:00 pm Central. Present at the Executive Session will be a court reporter, Mayor Bobby Wagner; all City Council Members; Larry Jones, City Manager; Litigation Attorney for the City of Destin, Erik Krebs; and the City Attorney Kimberly Romano Kopp.

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 10:35 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
EXECUTIVE SESSION
CITY COUNCIL
MARCH 17, 2025
5:00 PM
CITY HALL ANNEX COUNCIL CHAMBERS**

The Council of the City of Destin met at an executive session with the following members and staff present:

Council Present

Mayor Bobby Wagner

Councilmember Terésa Hebert

Councilmember Sandy Trammell

Councilmember Jim Bagby

Councilmember Rodney Braden

Staff Present

City Manager Larry Jones

City Clerk Rey Bailey

City Attorney Kimberly Romano Kopp

Litigation Attorney Erik A. Krebs, Esq.

Others Present

Amber Rodriguez, Court Reporter

CALL TO ORDER

1. EXECUTIVE ATTORNEY-CLIENT SESSION: Pursuant to Section 286.011(8), Florida Statutes, the City's Special Counsel will be seeking the advice of the City Council regarding settlement negotiations and/or strategy related to litigation expenditures concerning the pending litigation:

***Jeffrey Zurick v. Destin Apartments, LLC and City of Destin,
FL, 2023 CA 000779 (Okaloosa County, Florida 2023)***

Mayor Wagner convened the meeting and announced that:

"This session of the Destin City Council is hereby convened as noticed by publication in a newspaper of general circulation, The Northwest Florida Daily News, on Wednesday, March 12, 2025.

The City Attorney states as follows:

"Pursuant to §286.011(8), Florida Statutes, at this time, I would like to request that we adjourn to executive session so that I, the attorney of record for the City of Destin in:

***Jeffrey Zurick v. Destin Apartments, LLC and City of Destin,
FL, 2023 CA 000779 (Okaloosa County, Florida 2023)***

may receive the Council's advice regarding the strategy to be used in this case and the type of expenses to be incurred."

The entire session would be recorded by a court reporter, the transcript would be filed with the City Clerk, and available to the public at the conclusion of the litigation discussed today. A copy of the published notice of this executive session is hereby identified as Exhibit A and will be attached to the transcript of this executive session.

In addition to the Mayor and City Council members in attendance tonight, the following individuals will attend the session:

Attorneys for the City: ***Eric A. Krebs, Esq.
Warner Law Firm, P.A.
P.O. Box 1820
Panama City, FL 32402***

***Kimberly Romano Kopp, Esq., LEED AP
Romano Kopp Law, PA.
P.O. Box 445
Destin, Florida 32541-0445***

City Manager ***Larry Jones"***

The City Attorney (Cont.)

"At this time will the mayor and council members in attendance please identify yourselves for the record?"

The following members of the city council each announced their presence:

Mayor Bobby Wagner
Councilmember Rodney Braden
Councilmember Sandy Trammell
Councilmember Jim Bagby
Councilmember Terésa Hebert

The City Attorney (Cont.)

"I estimate that this executive session will take approximately 30 minutes. At the conclusion of the executive session, the Council will reconvene the public hearing, accept any motions if applicable, and the mayor will end the session."

Mayor Wagner states that:

“At this time, we will recess the public portion of tonight’s meeting and convene the executive session.

Individuals whose names are not listed in the published notice left the room and the executive session convened.

Once the closed session ended and the City Clerk has returned, Mayor Wagner states:

“We will now reconvene the public portion of this meeting and I will accept any motions from the council.”

Councilmember Bagby made a motion to approve the lease and accept the recommended offer by the city’s attorney; seconded by Councilmember Hebert. Motion passed 3-1 (Council members Hebert, Bagby, and Trammell voted “yes”; Councilmember Braden voted “no”).

ADJOURNMENT:

Having no further business at this time, the mayor adjourned the meeting at 5:15 PM.

ADOPTED THIS 7TH DAY OF APRIL 2025

By:

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 7, 2025

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: SRS Master Plan - Final Discussion

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. Town Center
Visioning Master
Plan



Town Center

Visioning Master Plan

CITY OF DESTIN



ACKNOWLEDGMENTS

The Consultant Team would like to thank all of those who have contributed to the **Town Center Visioning Master Plan**. In addition we would like to recognize and thank the following individuals for their support, direction, and guidance throughout the planning process.

City of Destin:

Bobby Wagner, Mayor
Dewey Destin, Councilman
Jim Bagby, Councilman
Rodney Braden, Councilman
Torey Geile, Councilman
Teresa Hebert, Councilwoman
Kevin Schmidt, Councilman
Sandy Trammel, Councilwoman

Synalovski Romanik Saye (Consultant Team):

Merrill Romanik, *AIA, NCARB, LEED AP*, Principal
Nicholas Amadori, Architectural Designer I
Ilan Aronovski, Architectural Designer I

Calvin, Giordano & Associates (Subconsultant Team):

Gianno Feoli, *PLA, ASLA*, Director of Landscape Urbanism + Design
Sophia Neves, *PLA, ASLA*, Landscape Architect



Calvin, Giordano & Associates, Inc.
A **SAFEbuilt** COMPANY

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EXECUTIVE SUMMARY

PURPOSE AND OVERVIEW

The Vision Plan for the City of Destin, Florida, strategically outlines a comprehensive approach to urban planning and community enhancement, informed by thorough research, stakeholder engagement, and design analysis. Recognizing Destin's rich maritime heritage and evolving demographic dynamics, the Plan integrates principles from best practices in urban design and planning to foster sustainable, resilient, and inclusive development.

Destin's historical identity as the "World's Luckiest Fishing Village" remains central to the Vision Plan, highlighting opportunities to preserve and celebrate the city's maritime heritage. Strategic development at key city-owned sites—Harbor One, the Harbor Community Redevelopment Area (CRA), the Gateway site, and the Morgan Sports Complex—will anchor new urban design strategies. Adopting Florida Vernacular architecture combined with eclectic aesthetics to strengthen cultural identity, enhance connectivity, and improve municipal efficiency through centralized civic campuses and consolidated city functions.

The planning process identified significant community-driven themes through extensive stakeholder engagement, surveys, and analysis. These themes emphasized enhancing walkability, expanding recreational opportunities, ensuring sustainable development, and improving overall community services. Specific recommendations include developing Complete Streets with multimodal access, increasing green infrastructure such as rain gardens, bioswales, and permeable surfaces, and creating versatile, multigenerational public spaces for community programming and events.

Central to the Vision Plan are principles derived from good urban design practices—promoting walkability, community-driven design, and mixed-use environments—and good sustainable design—emphasizing ecological integration, green infrastructure, and sustainable public spaces. To realize these principles, the plan focuses on several key city-owned sites, notably Harbor One, the Harbor Community Redevelopment Area (CRA), the Gateway

site, and the Morgan Sports Complex. Urban design strategies incorporate Florida Vernacular architecture paired with eclectic design aesthetics to reflect local traditions, maritime heritage, and climatic responsiveness. Architectural elements such as elevated porches, sloped roofs, local materials, and innovative contemporary touches like metal roofs and glass walls are emphasized to seamlessly blend Destin's past and future identities.

Significant emphasis is placed on enhanced connectivity and multimodal mobility, guided by Complete Streets principles, including widened sidewalks, dedicated bike lanes, improved crosswalks, traffic-calming measures, and ADA-compliant infrastructure. These interventions aim to facilitate safer, more accessible pedestrian and cyclist experiences throughout the city.





The Morgan Sports Complex emerges as a pivotal site in the plan, envisioned as a unified civic and community hub. Central to the plan is the Morgan Sports Complex, envisioned as a comprehensive civic and community hub. It will house a consolidated City Hall and a new multigenerational Community Center designed to alleviate operational inefficiencies caused by currently fragmented municipal departments. By centralizing key departments such as permitting, finance, and planning within one campus, the city will streamline operations, enhance cross-departmental collaboration, and improve public service accessibility.

The Gateway site within the Harbor CRA is proposed to transform into a vibrant cultural hub through the development of a “Fishing Village,” featuring historical reconstructions, interactive exhibits, and multi-functional spaces for community events. This approach enhances Destin’s distinct fishing heritage and fosters year-round cultural engagement and economic vitality.

To support sustainable economic growth and tourism, the plan advocates for heritage-based placemaking strategies, including symbolic installations such as a “Weigh-In Station” to honor the city’s legacy as the “World’s Luckiest Fishing Village.” Additionally, promoting locally owned businesses and enhancing tourism corridors through improved aesthetics and safer multimodal connections are critical components.

Green infrastructure, such as rain gardens, bioswales, permeable paving, and ecological corridors with native plantings, is systematically integrated across sites to manage stormwater sustainably, enhance biodiversity, and mitigate environmental impacts of urbanization.

A carefully phased implementation strategy is outlined, starting with temporary relocations and demolition of outdated municipal buildings, followed by new construction of City Hall and Community Center facilities. Concurrently, ongoing community engagement, exploration of diverse funding sources—

including federal, state, and private partnerships—and continuous stakeholder feedback mechanisms are recommended to ensure successful project execution and community alignment.

Overall, this Vision Plan positions Destin to embrace strategic, community-supported development that balances economic growth with preservation of local identity, ecological stewardship, and enhanced quality of life for both residents and visitors. Through targeted interventions, phased implementations, and community-centric design, the City aims to foster a vibrant, cohesive, and resilient future that resonates deeply with residents and visitors alike.

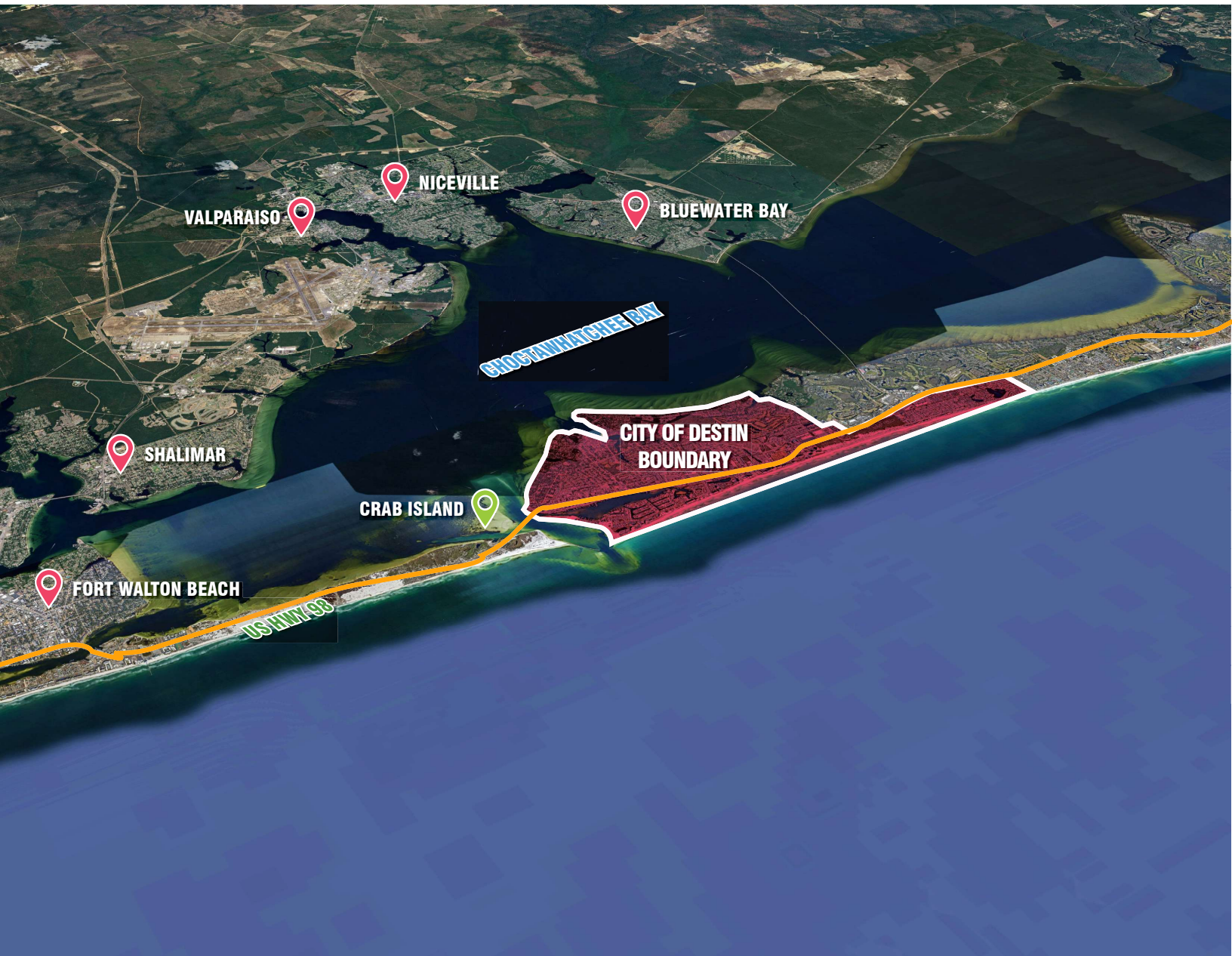






INTRODUCTION

01





INTRODUCTION

CONTEXTUAL OVERVIEW OF THE CITY OF DESTIN

Situated along the vibrant Gulf Coast of Northwest Florida, the City of Destin is renowned for its pristine beaches, extensive golf courses, and the bustling Destin Harbor Boardwalk. Beyond its contemporary allure, Destin carries a rich history dating back to the seventh century A.D., underscored by archaeological artifacts demonstrating the presence and sustenance of American Indian populations primarily reliant upon abundant local seafood. Subsequent exploration by Spanish adventurers nearly a millennium later continues to echo through archaeological discoveries of shipwrecks within local waters, reinforcing Destin's extensive maritime legacy.

Destin's modern history finds its roots firmly anchored in the 19th century, specifically around the year 1845, with the settlement of Leonard Destin, an industrious

fisherman from New London, Connecticut. Leonard Destin, alongside his descendants, established a vital economic and cultural framework for the community, primarily through fishing and maritime navigation. Notably, they mastered Destin's East Pass, a critical navigational channel connecting the Gulf of Mexico situated strategically between Panama City and Pensacola. This passage has historically facilitated significant commercial and recreational fishing, deeply embedding fishing into the identity of the city.

Historically, fishing techniques evolved significantly, from indigenous practices and the usage of seine nets operated from yawls—small oar-powered boats—to advanced recreational methods such as rods and reels, ultimately leading Destin to house the largest charter fishing fleet within the state of Florida. This deep-

rooted fishing heritage earned Destin its nickname, the "World's Luckiest Fishing Village," a title proudly echoed through community pride and economic vitality. The Primrose, a meticulously restored seine fishing boat from the 1920s now displayed at Destin's History and Fishing Museum, symbolizes the city's resilient and adaptive maritime legacy.

CHANGING DEMOGRAPHICS

Over time, Destin's urban fabric and population dynamics have experienced substantial shifts, accommodating long-term residents, an increasing number of new inhabitants, seasonal visitors, and tourists. Recognizing this diversification, the vision plan was strategically developed to establish and address shared objectives, fostering community cohesion and sustainability. Critical to this plan was identifying opportunities capable of concurrently supporting the various demographic groups while sustaining Destin's robust economic framework.

OBJECTIVES & GOALS

The vision plan articulated clear strategic directions under three primary objectives, structured around foundational questions:

Understanding Destin's Past (How did we get HERE?):

Comprehensive due diligence and active stakeholder engagement provided insights into historical, economic, and social contexts, thereby laying a solid foundation for informed planning.

Determining Destin's Future Trajectory (Where are we GOING?):

Thorough analysis and programming were conducted to define actionable goals aligned with community aspirations and sustainable urban growth.

Establishing Pathways for Implementation (How do we get THERE?):

Conclusive recommendations encompassed feasible, actionable strategies and solutions tailored to effectively achieve outlined objectives.

The vision plan crystallized its strategy through three specific goals designed to bolster community development and civic identity:

Site Identification for Civic Facilities:

Strategic selection of optimal sites for a new City Hall and Community Center, emphasizing central accessibility, community connectivity, and resilience against climatic challenges, thereby enhancing Destin's civic infrastructure.

Facility Programming Definition:

Clearly outlined programs and functions proposed for the new civic facilities, ensuring that they comprehensively serve community needs, foster inclusivity, and provide economic stimulus by attracting both residents and visitors.

Reconnecting Architectural Identity to Destin's Heritage:

Adoption of a cohesive architectural language explicitly reflecting Destin's historical, cultural, and economic identity, thereby reinforcing community pride, enhancing place-making, and nurturing the City's distinct sense of place.

IMPLEMENTATION STRATEGY

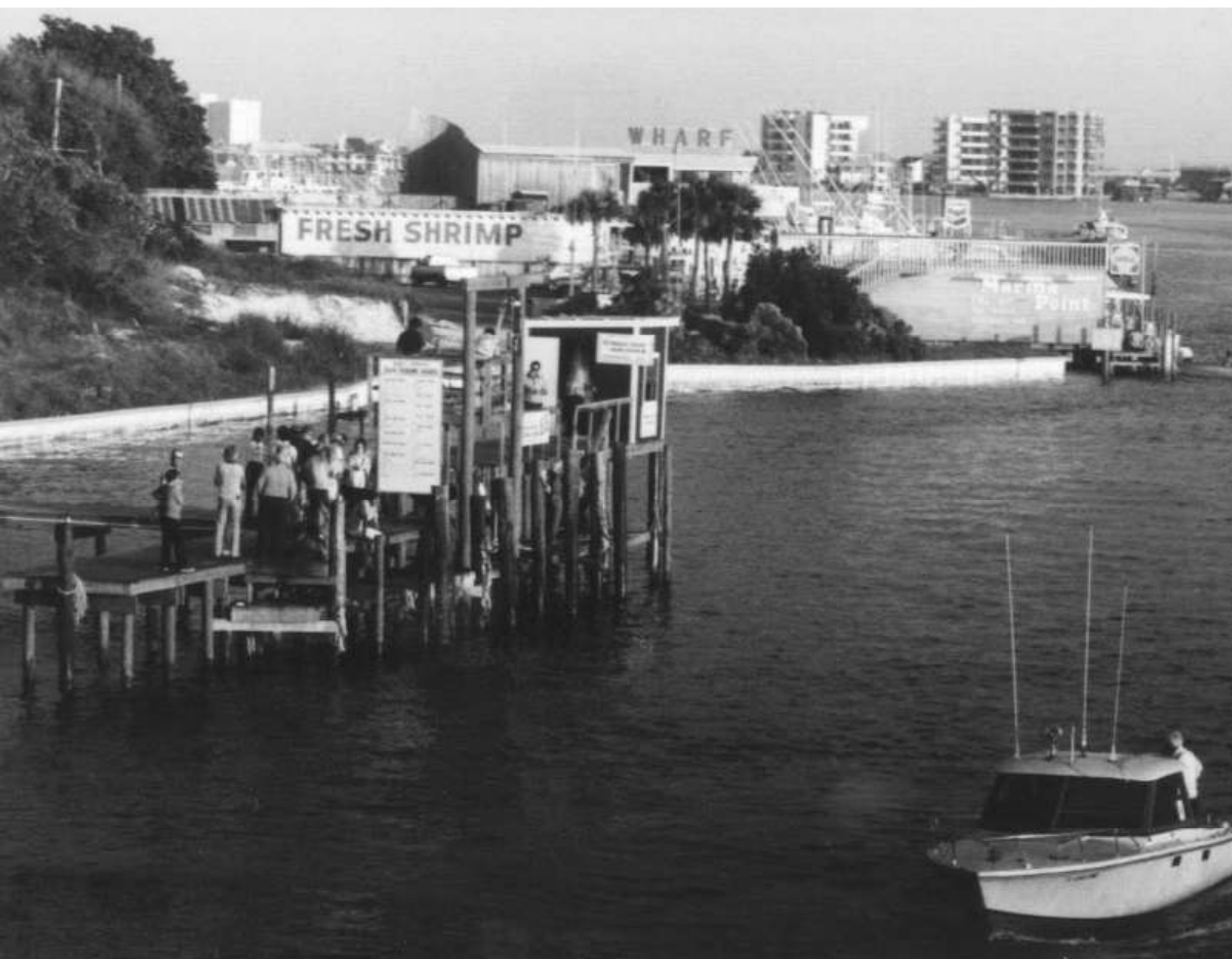
In alignment with these objectives and goals, strategic implementation will prioritize interdisciplinary approaches involving urban planning, architecture, landscape architecture, engineering, and community engagement. This integrated method ensures solutions that are sustainable, resilient, economically viable, and reflective of Destin's unique historical and cultural narrative.





WORK CONDUCTED

02



PHASE 1: PRELIMINARY RESEARCH + DATA GATHERING

PURPOSE OF DUE DILIGENCE

GIS Data and Collateral from City Staff

The project team has obtained Geographic Information System (GIS) layers illustrating land use, zoning boundaries, transportation networks, environmental features, and other relevant datasets. Such spatial data are critical for visualizing existing conditions, identifying opportunities for connectivity, and detecting constraints such as floodplains, sensitive habitats, or outdated infrastructure.

Existing Planning Documents and Adopted Initiatives

Staff provided a suite of policy frameworks, including comprehensive plans, corridor studies, design guidelines, and any established sustainability or resiliency initiatives. Reviewing these documents ensures alignment with current local priorities and policies. Where applicable, the project team also cross-referenced county or regional plans to maintain consistency across jurisdictions.

Zoning Codes and Policy Guidelines

Zoning regulations and development standards were reviewed for insights into permissible land uses, density requirements, form-based considerations, and environmental overlays. Understanding the existing regulatory environment allows the planning team to pinpoint barriers to innovative design—such as insufficient mixed-use allowances—and identify areas where code adjustments might foster more walkable, mixed-use, and ecologically integrated development patterns.

BEST PRACTICES FOR STREETSCAPES AND PARK DESIGN

In parallel with the local document review, the team examined best practices pertinent to the public realm, drawing upon standard principles from good urban design. The following themes guide the best practices research:

Complete Streets and Multimodal Connectivity:

Emphasizing safe, multimodal corridors ensures that pedestrians, cyclists, transit users, and motorists can navigate comfortably and efficiently. Best practices encourage narrower travel lanes where feasible, wider sidewalks, and integrated bike lanes that enhance both safety and the public realm experience.

Green Infrastructure and Stormwater Management:

Incorporating rain gardens, bioswales, and permeable pavements can capture and treat stormwater at its source. This improves water quality, reduces flood risk, and creates visually appealing streetscapes that reinforce local ecology.

Context-Sensitive Park Programming: Parks are most successful when they reflect local cultural values and ecological conditions. This involves choosing appropriate plant materials (native or drought-tolerant), incorporating flexible spaces for community gatherings, and ensuring accessible routes for all ages and abilities.

Place-Making Elements: Thoughtful details—such as public art, seating areas, wayfinding signage, and lighting—help transform streets and parks into places of community identity. Ensuring these features align with local history or cultural traditions can strengthen a sense of pride and belonging.

INVENTORY OF EXISTING LAND USES, INFRASTRUCTURE, NATURAL FEATURES, AND PUBLIC AMENITIES

The planning team prepared a detailed inventory of how land is currently used (e.g., residential, commercial, industrial, institutional), noting any vacant or underutilized parcels that could represent redevelopment or infill opportunities. Additionally, key natural features (wetlands, urban forests, waterways) and existing public amenities (parks, community centers, libraries) were mapped and cataloged. This step helps uncover areas where improved connectivity, ecological preservation, or public-space enhancements can yield the greatest benefit.

See the Appendix for the full Due Diligence package.

STAKEHOLDER ENGAGEMENT AND INTERVIEWS

Elected Officials, Chamber of Commerce, and Community Stakeholders: Interviews were conducted to gain insights into local economic conditions, future growth visions, and pressing community concerns. Elected officials provided perspectives on current policy directions, while the Chamber of Commerce highlighted economic development priorities—such as supporting small businesses and attracting new investment.

Site Visits and Facility Assessments: On-the-ground observations are essential for capturing nuances not readily apparent from maps or policy documents. By touring existing parks, streetscapes, and public facilities, the team noted maintenance needs, accessibility challenges, and opportunities for aesthetic or functional upgrades.

Identifying Facility and Infrastructure Needs:

Preliminary facility assessments covered aspects like building conditions, signage, parking, and landscaping. Where existing infrastructure—sidewalks, water lines, electrical conduits—showed signs of aging or capacity constraints, these findings were documented for consideration in future capital improvements.

PUBLIC SURVEY QUESTIONNAIRE AND USER SURVEYS

To complement interviews and site observations, a draft survey was developed to solicit feedback from a broader cross-section of the community. The questionnaire will gather qualitative and quantitative data on topics such as:

Current mobility patterns (walking, biking, driving, public transit)

Perceived quality and accessibility of existing parks and open spaces

Priorities for new or improved amenities (e.g., playgrounds, dog parks, community gardens)

Willingness to support sustainability initiatives or policy changes (e.g., green building standards, complete street retrofits)

Suggestions for economic development (desired commercial or civic uses)

Responses to this survey will inform subsequent design decisions and policy recommendations, ensuring that the final plan aligns with the community's preferences and needs.



HIGHLIGHTS FROM DUE DILIGENCE

Community Enthusiasm for Public Realm

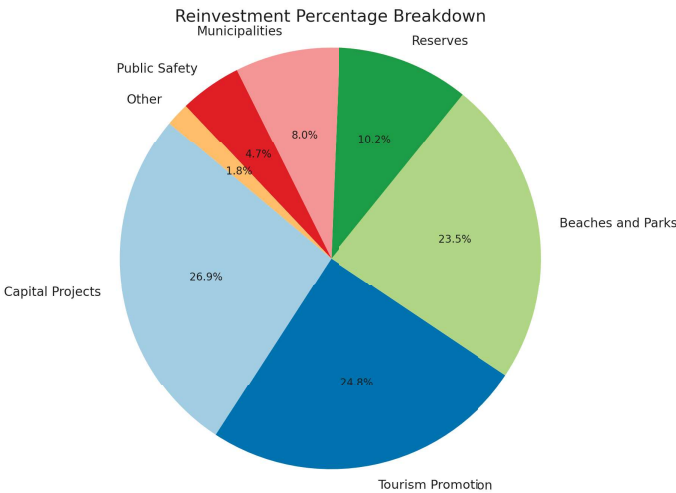
Improvements: Early interviews indicate a strong local desire for enhanced streetscapes, potentially including sidewalk expansions, street trees, and improved crosswalks to encourage walkability and slow traffic.

Need for Updated Park Amenities: Preliminary reviews suggest that many parks and recreational areas could benefit from contemporary, inclusive play equipment and more robust landscape design that integrates green infrastructure techniques.

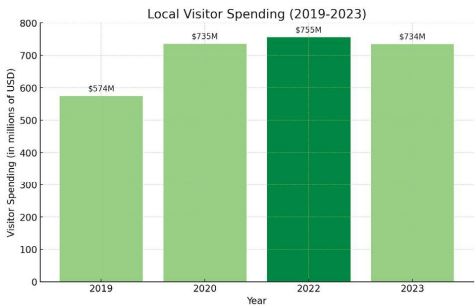
Opportunities in Underutilized Spaces: Analysis of GIS data reveals several underused parcels near commercial corridors and transit nodes. With the right zoning refinements or incentives, these parcels could become mixed-use developments that reinforce walkable neighborhoods and bolster local economic vitality.

Commitment to Sustainability and Resiliency: Existing policy documents reflect a growing interest in climate adaptation and environmental stewardship. Stakeholders have signaled support for green infrastructure, tree canopy preservation, and renewable energy incentives to reduce long-term resource consumption.

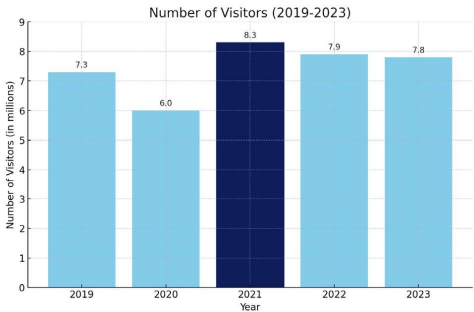
Effective Stakeholder Collaboration: Initial conversations have underscored a willingness across municipal officials, the local business community, and residents to collaborate on innovative solutions. The challenge lies in balancing market realities with community aspirations, ensuring both social equity and economic feasibility.



REINVESTMENT COMPARISONS



LOCAL VISITOR SPENDING



NUMBER OF VISITORS

SAMPLE OF CITY-OWNED FACILITIES VISITED AND ANALYZED



DESTIN HISTORY & FISHING MUSEUM



DESTIN COMMUNITY CENTER



DESTIN CITY HALL



DESTIN CITY HALL ANNEX BUILDING

KEY OBSERVATIONS FROM SITE VISITS AND FACILITY NEEDS ANALYSIS

During recent site visits and conversations with City staff, stakeholders, and community members, several critical observations emerged regarding the distribution and functionality of the City's facilities. These insights are integral to shaping a cohesive, long-term master plan that addresses operational efficiency, enhances community access, and fosters a sense of place and identity. Below is a detailed narrative of the key findings and their implications.

DISTRIBUTION OF PROGRAMMING ACROSS MULTIPLE PROPERTIES

The City currently operates across three distinct properties:

A Community Center building located in the Harbor CRA district, which hosts public programs and events.

City Hall and an annex building (a converted church) situated across a main road.

Recreational fields at the Morgan Sports Complex, utilized for sporting events and community gatherings.

Because these facilities are spread out, staff members, residents, and visitors must regularly travel between sites to attend events, conduct administrative business, or access public services. From an urban planning and design perspective, this dispersal of civic functions can diminish opportunities for cohesive place-making and may discourage multimodal travel if walking or biking between facilities is inconvenient or unsafe.

IMPACTS ON STAFF, RESIDENTS, AND VISITORS

This decentralized arrangement impacts multiple user groups:

Staff: Municipal employees are divided among several buildings and, in many cases, occupy makeshift or improvised office spaces. This physical separation impedes collaborative work, complicates internal communication, and may reduce overall staff efficiency.

Residents: Citizens often must visit more than one location to handle administrative tasks or attend community programs. For those with limited mobility or unreliable transportation, this can pose a significant barrier.

Visitors: Out-of-town guests, contractors, or individuals seeking public records or attending public hearings can find it confusing or time-consuming to navigate between different buildings.

New Urbanist principles highlight the importance of centralized civic hubs that encourage social interaction and streamline service delivery. A consolidated facility or closely co-located municipal campus can create a more inclusive, accessible environment for all users.

FACILITY CONSTRAINTS AND GROWING OPERATIONAL DEMANDS

As the City grows, its administrative and community programming needs also evolve. Site visits revealed several constraints:

Outdated or Insufficient Office Space: Many departments are squeezed into repurposed rooms originally designed for other functions, such as classrooms or community gathering areas. This lack of purpose-built civic space disrupts staff work and hinders public accessibility.

Inefficient Internal Circulation: Because the City Hall complex was once a church, hallways, rooms, and public counters do not align well with traditional municipal operations. The layout complicates public interactions and can lead to confusion for visitors seeking services.

Fragmented Department Locations: Departments that would benefit from close proximity—such as permitting, code enforcement, and planning—are often located in separate parts of the building or across different properties entirely. This reduces opportunities for cross-departmental synergy and can slow down project approvals or day-to-day coordination.

ROADWAY BISECTING THE CITY HALL CAMPUS

Commons Drive West, a busy two-way road that connects key East–West destinations, physically divides the City Hall and annex properties. This condition poses several challenges:

Pedestrian Safety and Comfort: Staff and visitors who need to move between the main City Hall building and the annex must cross this thoroughfare, which may not have adequate pedestrian infrastructure (e.g., well-marked crosswalks, traffic-calming measures, or signalization).

Visibility and Wayfinding: The street potentially creates confusion for people unfamiliar with local landmarks, as they must navigate an active road network to access civic services or programs. Wayfinding signage and thoughtful site design are essential to help mitigate this separation.

Opportunities for Redevelopment: In a future planning phase, there may be potential to reconfigure or improve the roadway environment, integrating traffic-calming measures, complete street strategies, and possibly reorienting municipal facilities to create a more unified civic campus.

POTENTIAL NEXT STEPS AND PLANNING CONSIDERATIONS

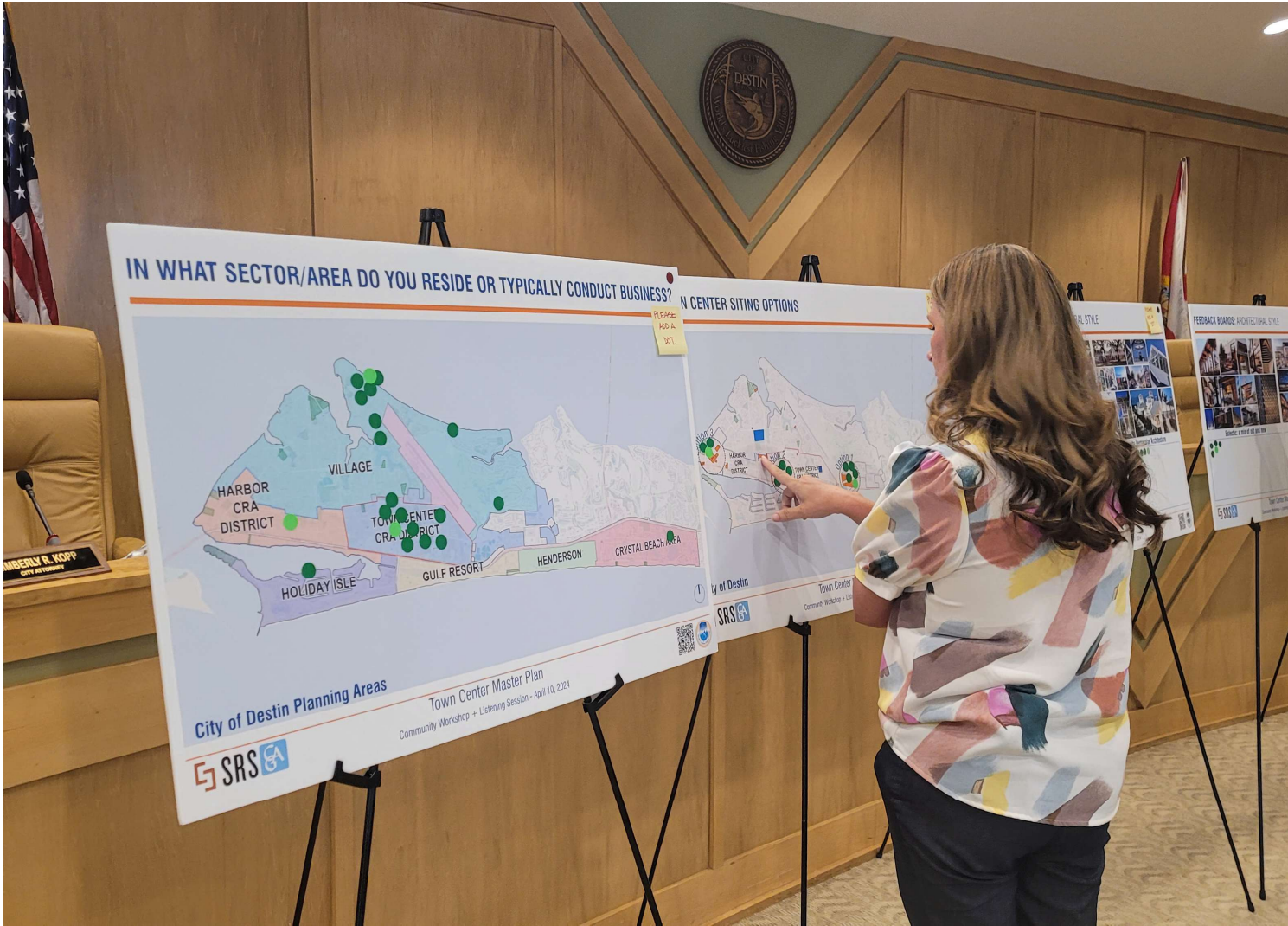
While these observations present immediate challenges, they also highlight opportunities for strategic improvements:

Consolidated Civic Campus: Explore the feasibility of a centralized complex or a “municipal corridor” to enhance interdepartmental collaboration and streamline public services. Careful site planning could enhance walkability, reduce vehicular trips, and strengthen place-making opportunities.

Adaptive Reuse vs. New Construction: Determine whether it is more cost-effective and operationally beneficial to retrofit existing structures or develop a new facility designed around contemporary municipal needs. Sustainably-focused urbanism principles can guide the integration of green infrastructure and public gathering spaces within or around new or renovated facilities.

Complete Streets and Connectivity: Evaluate how Commons Drive West and other key routes can be redesigned to support safe pedestrian crossings, bike lanes, and slow-moving vehicular traffic. This would encourage alternative modes of travel and create a more cohesive experience between civic buildings.

Community Engagement: In future phases, gather input from residents, business owners, and other stakeholders on preferred facility layouts, service improvements, and desired amenities. This participation will help shape a civic identity that is broadly supported and reflects shared community values.



ON-SITE LISTENING SESSION

PHASE 2: SURVEY & ON-SITE ENGAGEMENT

PURPOSE OF PUBLIC ENGAGEMENT

This phase focuses on gathering direct input from the public through surveys, community forums, and interactive charrettes. The aim is to ensure that residents, business owners, and other stakeholders have a clear avenue to share their perspectives and influence the emerging Vision Plan. By analyzing the feedback collected, we can identify overarching themes that will shape future development and policy decisions in Destin.

INTRODUCTION AND OBJECTIVES

The public survey questionnaire served as a primary tool for understanding community values, identifying specific issues, and forming a shared vision of Destin's future. Emphasizing inclusivity, the survey offered a channel for all residents—whether newly arrived or long-standing members of the community—to highlight concerns, share aspirations, and propose ideas for public realm enhancements and municipal services. From an urban design and planning perspective, this approach reflects the best practices of good, integrated urban design best practices, including community-centered, walkable environments, and integrating ecological systems into urban form.

PUBLIC SURVEY QUESTIONNAIRE OBJECTIVE

The City posted the survey on its online platforms, disseminating it widely through social media channels, the municipal website, and local newsletters. The objectives of the survey were two-fold:

Venue for Community Voices: Provide a straightforward mechanism for residents to communicate their wishes and concerns. This includes both everyday quality-of-life issues (e.g., traffic congestion, pedestrian safety, recreational facilities) and long-range ideas (e.g., sustainable growth strategies, resilient infrastructure, and place-making improvements).

Defining Direction for the Vision Plan: Capture the broad themes and preferences emerging from the community's feedback. These themes act as a filter or framework for the developing Vision Plan—guiding the city's priorities for streetscape enhancements, park design, economic development, public facility upgrades, and other key planning initiatives.



City of Destin

New City Hall/Town Center Master Plan Survey

Welcome to the City of Destin New City Hall/Town Center Master Plan Survey. Your input is crucial in shaping the future of the new City Hall facility and the Town Center areas that will be built around it. This survey aims to collect your views on how the City could create a vibrant, sustainable, and community focused destination. Your responses will guide the planning process and help us develop a Town Center vision plan that reflects the community's desires and needs.

1

Please select your Age Group: *

- ☐ Under 18
- ☐ 18-24
- ☐ 25-34
- ☐ 35-44
- ☐ 45-54
- ☐ 55-65
- ☐ 65 and over

2

If you have kids or grandchildren, what is their age group? *

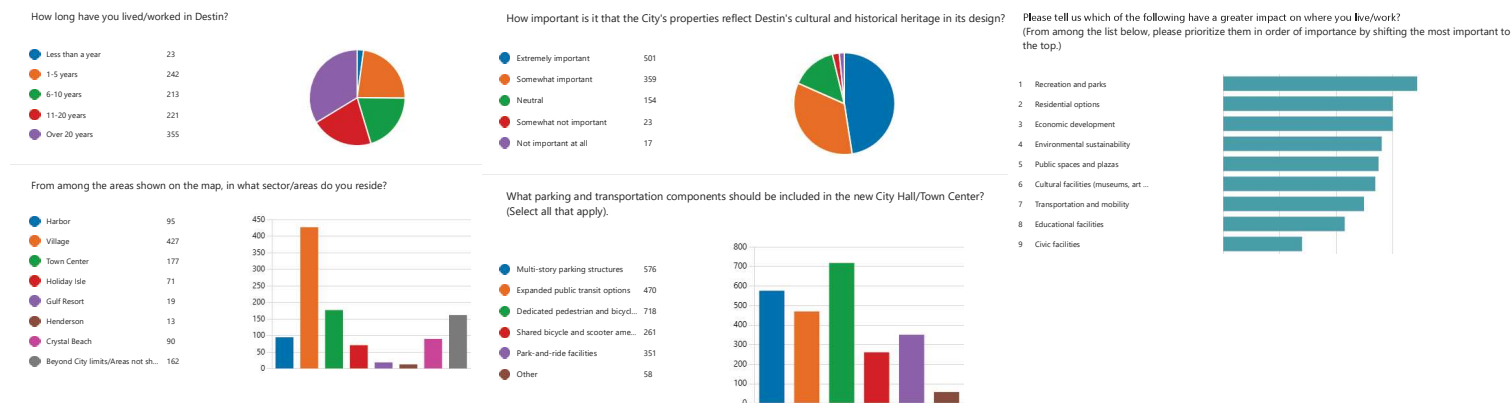
- ☐ Pre-K and under
- ☐ Kindergarten - 5th Grade
- ☐ 6th - 8th Grade
- ☐ 9th - 12th Grade
- ☐ 18 years old and over
- ☐ My kids/grandchildren visit from out of town
- ☐ N/A

3

What is your primary relationship to Destin? (Select all that apply) *

- ☐ Resident
- ☐ Seasonal, Part-time resident
- ☐ Business Owner
- ☐ Worker
- ☐ Visitor
- ☐ Other

SURVEY SNAPSHOT



PRELIMINARY SURVEY RESULTS: KEY THEMES

After compiling the total results from the survey after it was closed, several trends surfaced:

Enhanced Connectivity and Walkability: Many respondents identified the need for safer pedestrian crossings, better sidewalk continuity, improved bike lanes, and more convenient public transit options. This highlights a shared desire for “Complete Streets” solutions and underscores the city’s aspiration to become more inclusive and multimodal.

Investments in Parks and Open Spaces: A consistent theme was the call for improved recreational amenities—such as updated playgrounds, diverse sports facilities, and nature trails. Residents value Destin’s natural beauty, suggesting that integrating green infrastructure and preserving ecological features should be a cornerstone of any future planning effort.

Strong Sense of Community Identity: Participants expressed enthusiasm for enhancing Destin’s unique

coastal character through place-making strategies—public art, cultural events, and design guidelines that celebrate local traditions. This interest aligns with New Urbanist principles of creating memorable, community-oriented environments.

Sustainability and Resiliency: Survey feedback reflected an awareness of environmental challenges such as stormwater management, rising sea levels, and habitat conservation. Many respondents endorsed measures like permeable pavements, rain gardens, native plantings, and renewable energy in municipal operations, signaling broad support for forward-thinking climate adaptation measures.

Desire for Improved Public Facilities: Echoing earlier assessments, residents noted that city services and administrative functions are dispersed, making it harder to access government resources and community events. A consolidated set of civic facilities emerges as a top priority to foster efficiency and community pride.

IMPLICATIONS FOR THE VISION PLAN

The survey’s emerging themes will shape the content of upcoming planning documents, including proposed goals, strategies, and implementation steps. For example, a strong interest in walkability and multimodal transportation may lead to formal recommendations for complete street retrofits, sidewalk gap infill programs, and expanded transit routes. Likewise, broad support for park improvements could guide investments toward innovative park renovations, the creation of new pocket parks in underserved areas, or the inclusion of green infrastructure in existing public spaces.

Meanwhile, the desire for a consolidated civic campus or improved municipal facilities could spur discussions around potential site relocations, departmental reorganizations, or reimagining road alignments to facilitate seamless campus design. Underpinning all these efforts is the principle that civic infrastructure should not only be functional but also serve as a catalyst for strengthening community cohesion and reflecting local values.

BROAD THEMES EXTRACTED FROM SURVEY RESULTS

Through the City's online survey and preliminary community conversations, five overarching themes emerged. These focus areas reflect the public's collective vision for Destin's future, balancing economic vitality with the preservation of local heritage. These themes will guide the next phases of planning and inform how best to weave together community priorities, municipal services, and design best practices.

STRONG INTEREST IN PARKS, RECREATION, AND OUTDOOR EVENTS

A significant portion of respondents expressed enthusiasm for more active and passive recreation options. Outdoor festivals, open-air markets, and cultural gatherings resonated with many residents as opportunities to reinforce community ties and support local businesses. These preferences align with the principles of great urban design, which emphasize vibrant public spaces that foster social interaction, and sustainably-focused urban design, which integrates environmental stewardship into public realm design. By investing in upgraded park facilities, multi-functional gathering areas, and well-coordinated event programming, the City can nurture an authentic year-round destination for both residents and visitors.

INCORPORATION OF GREEN SPACES AND DEDICATED PEDESTRIAN/BICYCLE PATHS

Community members consistently called for more walkable and bike-friendly corridors, complemented by expanded green spaces. Respondents highlighted the need for dedicated paths and trails that improve connectivity between neighborhoods, parks, schools, and commercial centers. From a planning perspective, this suggests prioritizing Complete Streets strategies—such as clearly marked crosswalks, wider sidewalks, and protected bike lanes. These improvements not only enhance safety and mobility but also promote environmental sustainability by reducing automobile dependence and incorporating green infrastructure elements (e.g., bioswales, rain gardens) along pedestrian routes.

CONCERNS OVER GROWING DEVELOPMENT

While acknowledging the economic benefits of new development, many survey participants voiced apprehension about rapid growth altering the city's small-town appeal. These concerns underscore the importance of context-sensitive design and smart growth principles. Future planning initiatives should address height, density, architectural character, and infrastructure capacities to balance growth with preservation of local quality of life. Encouraging infill development on underutilized parcels, fostering mixed-use projects, and establishing clear design guidelines can help channel new projects into forms that enrich rather than undermine Destin's charm.

MORE PUBLIC IMPROVEMENTS FOR RESIDENTS AND FAMILIES

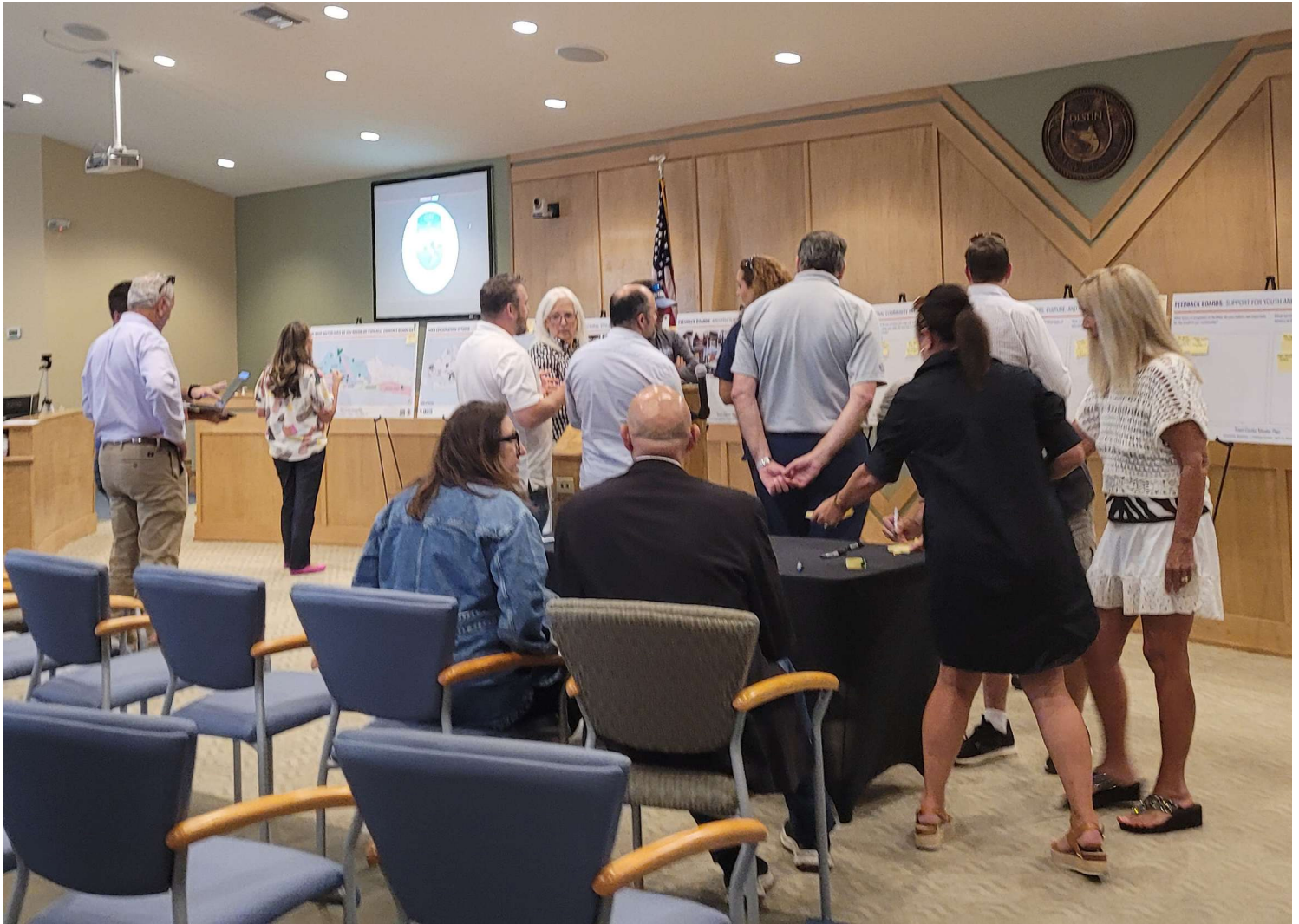
Many residents expressed a desire for additional amenities that cater specifically to year-round community members, rather than only to visitors. This might include family-friendly playgrounds, affordable indoor recreational centers, community gardens, or expanded library services. Such improvements build upon the concept of livability, supporting vibrant neighborhoods where people of all ages and backgrounds can flourish. By pairing these initiatives with robust community engagement efforts, the City can make certain that public spaces and programs remain inclusive and adaptable to evolving demographic needs.

PRESERVING CULTURAL HERITAGE AND FISHING VILLAGE ORIGINS

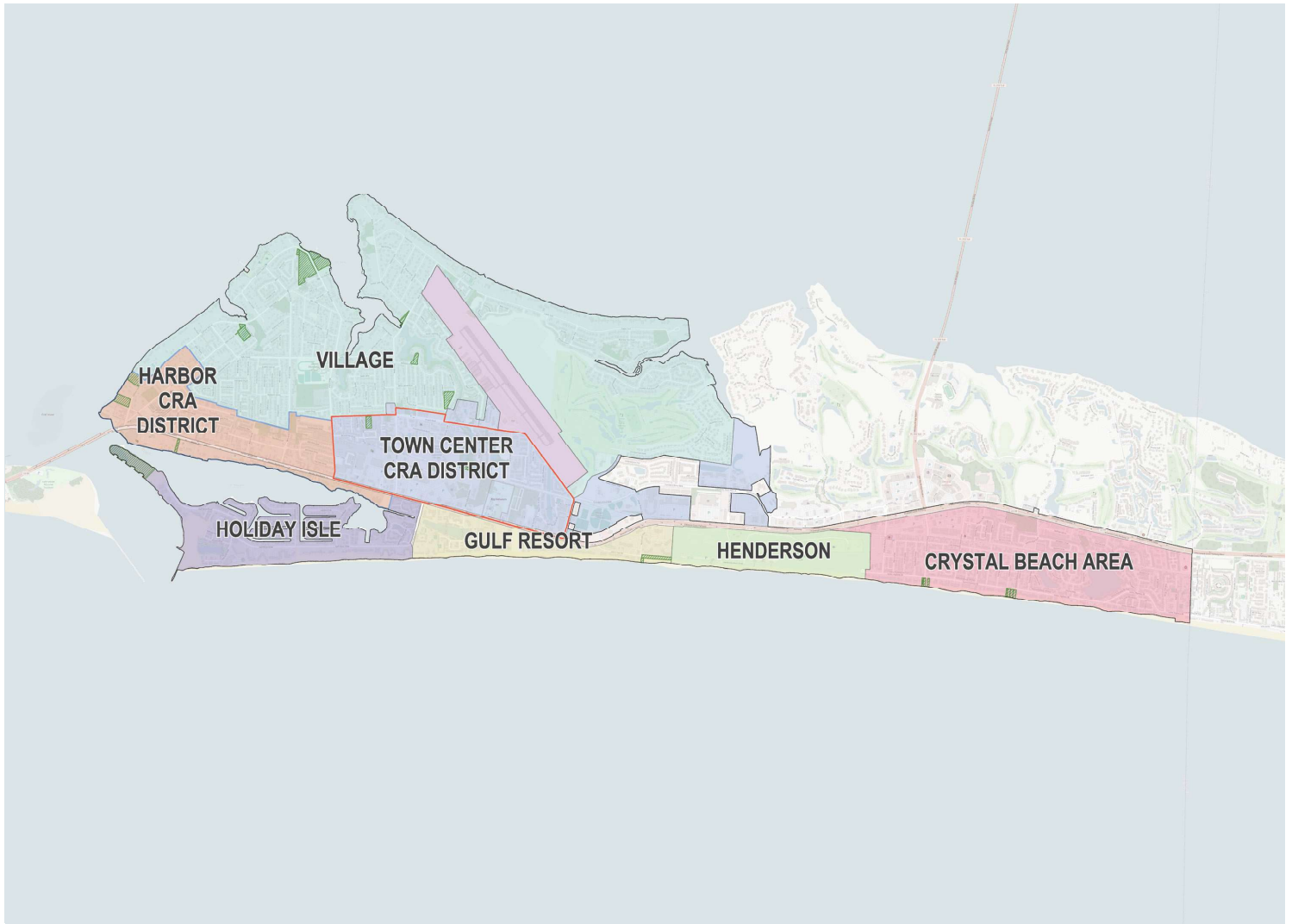
Destin's identity is deeply rooted in its history as a fishing village, and residents are keen to see that character reflected in civic properties, streetscapes, and community spaces. This theme calls for a deliberate approach to place-making, incorporating elements such as public art, interpretive signage, and architectural motifs that celebrate the city's maritime heritage. Emphasizing local materials, design details inspired by traditional fishing structures, and storytelling through landscaping can all reinforce Destin's unique identity. Ensuring that new public facilities and renovations pay homage to this heritage can unite old and new elements of the community fabric.

ON-SITE ENGAGEMENT AND OBJECTIVES

1/22/2024	City Council Meeting for Contract Award
2/12/2024	Meeting w/ Publix Site Developer
2/23/2024	Destin Town Center Master Plan Kick-Off Meeting
2/29/2024	Destin Vision Session Meeting
3/5/2024	Destin HR and Finance Department Interviews
3/6/2024	Destin Public Information, Code Compliance, Library and Public Works Interviews
3/7/2024	Destin Grants and City Clerk Department Interviews
3/11/2024	Destin Planning, Engineering, Parks & Recreation, Community Development and Building Department Interviews
3/13/2024	Meeting w/ the Destin Chamber of Commerce
3/19/2024	Destin GIS and OCSO Department Interviews
3/21/2024	Destin Parks & Recreation Department Interview
3/25/2024	Destin IT Department Interview and Okaloosa EMS Interview
4/10/2024	Destin Town Center Master Plan Community Meeting (CANCELLED DUE to STORM)
5/22/2024	Destin Town Center Master Plan Listening Session 01
6/12/2024	Meeting w/ Publix Site Developer
6/26/2024	Meetings w/ Mayor Wagner, Councilman Bagby, Councilwoman Hebert and Councilman Geile
6/27/2024	Meeting w/ Councilman Destin
6/28/2024	Meeting w/ Councilman Stephens
7/1/2024	Meetings w/ Councilman Schmidt and Councilman King
8/2/2024	Meeting w/ Publix Site Developer
8/7/2024	Destin Town Center Master Plan Public Workshop
8/26/2024	Meetings w/ Mayor Wagner and Councilman Bagby
8/27/2024	Meeting w/ Councilman Stephens
8/28/2024	Meetings w/ Councilman Schmidt, Councilman King and Councilman Destin
9/16/2024	City Council Meeting for Progress Update on Destin Town Center Master Plan
12/16/2024	City Council Meeting for Destin Town Center Master Plan Final Presentation



ON-SITE ENGAGEMENT



CITY OF DESTIN PLANNING AREAS

PHASE 3: ANALYSIS AND PROGRAMMING

INTRODUCTION

As the planning process moves from data collection and public engagement to in-depth analysis, it becomes increasingly important to clarify how the findings translate into actionable priorities. This phase connects the community's vision and concerns with the practical realities of civic operations, development pressures, and infrastructure constraints. Below is a detailed narrative of the gaps, challenges, and opportunities identified for Destin's city facilities and overall community programming.

PURPOSE

In the previous phases, city staff and stakeholders highlighted numerous operational, spatial, and cultural issues affecting Destin's civic fabric. The public survey results, stakeholder interviews, and site assessments exposed inefficiencies in the distribution of city departments, barriers to walkability, and a rising tension between tourist-oriented development and local identity. The goal of this analysis is to consolidate these findings and begin formulating programming strategies that address both the short-term operational needs and the broader long-term vision for Destin.

GAPS IN EXISTING CITY FACILITIES

Fragmented Departments and Miscommunication:

Currently, city administrative and programmatic functions are spread across multiple buildings and geographic locations. Departments that rely on close coordination—such as permitting, finance, and planning—are not physically adjacent, causing communication bottlenecks and redundancies. This arrangement leads to disjointed workflows and an inconsistent experience for residents seeking city services.

Disproportionate Allocation of Space:

The repurposing of buildings—such as the former church that now serves as City Hall Annex—has resulted in a mismatch between the available rooms and the needs of various departments. Makeshift offices and awkward internal circulation not only hinder operations but also project an image of inefficiency to the public.

Inconvenient Public Programming: Community programs are offered in multiple locations. Parents with children in different activities must frequently drive back and forth between sites like the Community Center and Morgan Sports Complex. In a city with heavy tourist traffic, this contributes to congestion, frustration, and reduced civic participation.

URBAN CONNECTIVITY CHALLENGES

Limited Multimodal Infrastructure: Despite having several key amenities—such as the Community Center, Destin History & Fishing Museum, and Destin Library—in close proximity, the streets serving these sites are not designed to support safe walking or biking. This undercuts the fundamental New Urbanist principle of creating walkable neighborhoods and leads to over-reliance on automobiles.

Parking Competition and Congestion: During peak tourism season, drivers converge on the same arteries and public parking areas. Residents often compete with visitors for spots near popular destinations, fueling resentment and eroding trust in city management. The resulting traffic congestion further discourages non-motorized travel.

Growing Disconnection from Harbor CRA Identity:

The Harbor Community Redevelopment Area (CRA) offers a walkable, historic environment with cultural attractions. Yet many visitors (and even some residents) opt to drive within the CRA due to insufficient pedestrian amenities or perceived safety issues. This undermines efforts to preserve and highlight the neighborhood's fishing-village heritage.

TENSION BETWEEN SHORT-TERM AND LONG-TERM PROJECTS

Ongoing Capital Improvement Projects: The City has numerous ongoing initiatives aimed at enhancing multimodal connectivity and public infrastructure. However, funding streams and project timelines vary widely, often complicating coordination across different phases. There is a gap between shorter-term opportunities (e.g., minor street retrofits) and the transformative potential of long-range projects (e.g., a comprehensive civic center redevelopment).

Potential FDOT Encroachment: Proposed Florida Department of Transportation improvements on US 98 could encroach approximately 75 feet onto newly acquired city property (Harbor One site). This proposal presents both a complication—reducing usable civic land—and an opportunity to collaborate with FDOT on improved mobility solutions. Negotiations will need to balance state-level transportation priorities with local place-making and land-use goals.

Rapid Resort Development and Short-Term Rentals: While tourism-oriented development has bolstered city revenues, it also alters the visual and cultural fabric of Destin. Tall structures and large complexes depart from the traditional fishing-village atmosphere, sparking community concern over losing the city's distinct identity. At the same time, increased tax revenue from these developments could fund public projects—if strategically aligned with community goals.



AREAS OF ANALYSIS



EXISTING CITY HALL

OPPORTUNITIES FOR COLLABORATION AND PUBLIC BENEFIT

Public–Private Partnerships: Developers have shown interest in incorporating new municipal facilities into their mixed-use projects, recognizing that a civic presence can anchor and enliven a development. However, these discussions often become mired in concerns over profit vs. public benefit. Establishing clear standards for civic integration—such as shared open spaces, public walkways, or green infrastructure—can guide negotiations toward mutually beneficial outcomes.

Leveraging Tourism Revenue for Resident-Focused Improvements: Additional tax revenue from resorts and short-term rentals could finance infrastructure upgrades—such as expanded sidewalks, improved bicycle facilities, and enhanced public transit. By earmarking certain funds specifically for community-oriented investments, the City can show residents tangible benefits derived from tourism growth, thereby fostering a spirit of inclusion rather than competition.

Embracing Best Practices Principles in Urban

Design: Both frameworks underscore the value of designing urban environments that support walkability, ecological resiliency, and cohesive public spaces. Applying these principles to city facility planning could involve clustering municipal services in a central civic campus, implementing complete street retrofits around existing amenities, and weaving green stormwater infrastructure into streetscape designs.

CULTURAL HERITAGE AND PUBLIC IDENTITY

Destin’s legacy as a fishing village is a touchstone for many residents, who fear that high-rise resorts and homogenized commercial developments are diminishing the city’s unique character. Community members have voiced a desire for public spaces and municipal facilities that reflect local traditions. Drawing on place-making strategies—such as interpretive signage, architectural elements inspired by historical fishing structures, and curated cultural events—can help ensure that new development or facility expansions honor Destin’s roots.

The analysis of Destin’s facilities, infrastructure, and emerging development patterns paints a picture of a community at a crossroads. On one hand, tourism-related growth offers financial resources and opportunities to revitalize public spaces. On the other, the fragmentation of city departments and the strain on local infrastructure have led to operational inefficiencies and public mistrust.

MOVING FORWARD, THE CITY CAN USE THESE FINDINGS TO:

Develop **comprehensive programming** for a consolidated civic campus or closely co-located municipal facilities that reduce travel burdens on residents and staff.

Prioritize **multimodal enhancements** (sidewalks, bike lanes, transit amenities) that reinforce walkability, reduce traffic conflicts, and celebrate Destin’s coastal heritage.

Structure **public–private partnerships** around explicit community benefits, ensuring that new development aligns with local identity and fosters equitable access to services and amenities.

Coordinate short-term projects and long-term infrastructure strategies to maintain continuity in design, funding, and impact.

OPPORTUNITIES IN THE EXISTING CITY FACILITIES

INTRODUCTION

As Destin evolves, existing city properties offer significant potential for strengthening community life, celebrating local heritage, and integrating resilient, ecologically oriented design solutions. The following sections examine how each site can adapt to meet both the City's current needs and the broader aspirations identified through community surveys and stakeholder input. By aligning these redevelopment possibilities with design principles (walkability, mixed-use environments, community cohesion) and sustainable approaches (green infrastructure, ecological integration), the City can create spaces that are both functional and emblematic of Destin's heritage.

INTEGRATING OPEN SPACES, GREEN INFRASTRUCTURE, AND TREE CANOPY

Survey responses highlight a strong community desire for more public open spaces, enhanced vegetation, and improved tree canopy. These elements not only improve aesthetics and environmental quality but also foster a sense of civic pride and promote social well-being.

Reassessing Development of City Sites: Publicly owned properties can be reconfigured to include informal gathering areas, park-like terraces, and native plantings. By prioritizing such spaces in every new or existing facility, the City can support events ranging from local festivals to smaller neighborhood get-togethers, all while bolstering ecological resilience through sustainable landscaping and stormwater management practices.

Green Infrastructure Opportunities: Incorporating green infrastructure—such as rain gardens, bioswales, and permeable pavements—ensures that both new and renovated facilities not only manage stormwater more effectively, but also enhance the scenic and ecological value of public grounds. These features can help Destin meet broader sustainability goals and safeguard critical habitats amid ongoing development pressures.



THE HARBOR ONE SITE

Located at Destin's western-most end, the Harbor One site represents an undeveloped lot with significant potential for public waterfront access and scenic enjoyment, especially during sunset hours.

Waterfront Access and View Corridors: Redeveloping this property with a focus on pedestrian-friendly design and landscape integration can allow residents and visitors to immerse themselves in Destin's coastal beauty. A thoughtfully planned public promenade, boardwalk, or waterfront park could feature seating areas, interpretive signage about local ecology and fishing traditions, and possibly small-scale commercial amenities (e.g., cafés, food kiosks) that complement the natural setting.

Tourism and Local Identity: As Destin continues to grow, the Harbor One site could function as a signature public space that showcases the city's blend of maritime heritage and contemporary vibrancy. Including design elements inspired by Destin's fishing-village history—such as stylized pavilions or art installations—would tie this site to the city's cultural identity. This can be done while still accommodating events or gatherings aimed at both tourists and year-round residents.





THE GATEWAY SITE (COMMUNITY CENTER IN THE HARBOR CRA)

Positioned in the heart of the Harbor Community Redevelopment Area (CRA), the Gateway site hosts Destin’s existing Community Center and sits adjacent to the Destin History & Fishing Museum.

Potential for Structured Parking and Multimodal Connectivity: The sloped topography opens the possibility of constructing a three-story parking garage that supports both city staff and public visitors. Integrating a “park-on-the-roof” or “green deck” could maximize usable space while blending the structure into its surroundings. Coupled with improved sidewalk networks and bike paths, this would help accommodate local mobility needs while enhancing walkability in the Harbor CRA.

Cultural Heritage and Place-Making: The adjacency of the History & Fishing Museum underscores the importance of retaining and celebrating Destin’s maritime past. A new civic plaza or multi-use gathering space in front of the museum could host seasonal festivals, live performances, or farmers’ markets

that reflect the area’s history. Architectural accents, interpretive signage, and public art installations could highlight the city’s long-standing relationship with the fishing industry, linking the site’s identity to broader themes of cultural preservation.

Catalyst for Harbor CRA Revitalization: By creating an inviting and multifunctional community venue, the Gateway site could become a focal point for neighborhood-scale regeneration—supporting local businesses, tourism, and day-to-day community life. Upgrades to adjacent streetscapes, crosswalks, and lighting can further stimulate an environment that invites pedestrians to linger and engage with nearby shops, museums, and green spaces.



CITY OF DESTIN, FLORIDA



THE MORGAN SPORTS COMPLEX

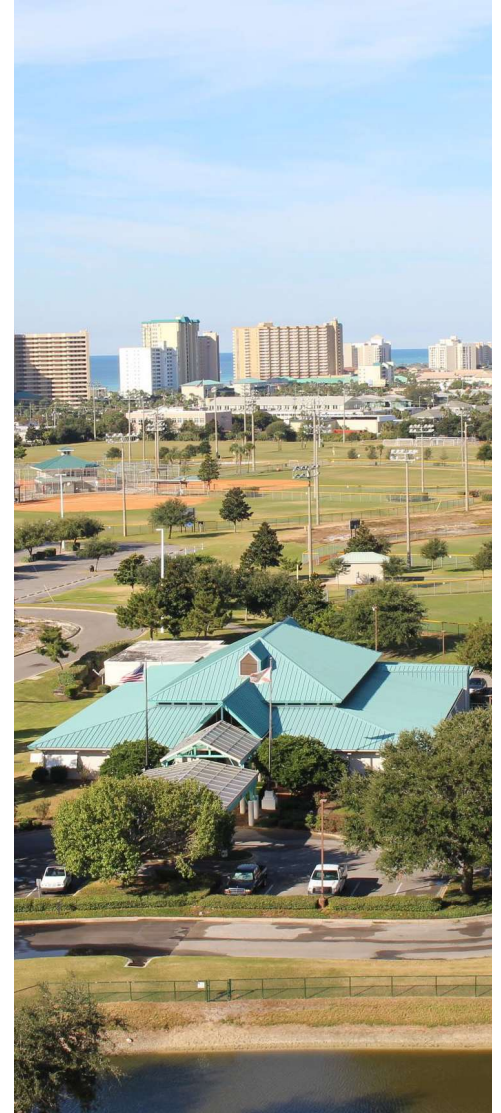
Though it sits outside the core of the Town Center CRA, the Morgan Sports Complex offers a unique opportunity to establish a large-scale civic campus with significant programming flexibility.

Potential for Event and Recreational Hub: With ample open areas, the complex can accommodate big gatherings (e.g., outdoor concerts, sports tournaments, holiday festivities) and smaller community events (e.g., neighborhood picnics, youth sports clinics). Strategically designed pathways and signage can encourage synergy between these recreational zones and any new municipal buildings on-site.

Improving Circulation and Access: The current configuration across North and South properties on either side of Commons Drive W creates safety and connectivity challenges for pedestrians, cyclists, and drivers. A loop road system or realigned entries could enhance circulation, while improved pedestrian crossing features (e.g., raised crosswalks, traffic-

calming installations) would strengthen on-site safety. Landscaping elements, shade trees, and seating areas can break up the large spans of pavement often associated with sports complexes, creating a more welcoming, park-like environment.

Expansion of Civic Functions: If the City envisions consolidating certain departments or services at the Morgan Sports Complex, the site's ample space allows for purpose-built structures that could incorporate administrative offices, public meeting areas, or other municipal needs. Co-locating civic offices with sports and recreation facilities encourages day-to-day community interactions and can help brand the complex as Destin's central hub for civic life.



OPPORTUNITIES IN THE EXISTING CITY FACILITIES

INSIGHTS

Across these properties—Harbor One, the Gateway site, and the Morgan Sports Complex—Destin has multiple avenues to enhance public open space, showcase local history, and meet growing demands for both community services and tourism infrastructure. As Phase 3 transitions into the creation of conceptual designs and programmatic frameworks, the City can use this analysis to:

- 1** Identify quick-win improvements—like adding landscaping and simple wayfinding—that immediately boost user experience.
- 2** Outline mid- and long-term projects (e.g., structured parking, waterfront promenades, new civic buildings) that can be sequenced with available funding and external partnerships.
- 3** Weave Destin's fishing-village heritage into the design language, ensuring that all new facilities and open spaces strengthen the city's unique sense of place.
- 4** Maintain a balance between local values—walkability, historical continuity, ecological stewardship—and the economic necessities of a growing tourist destination.





CITY-WIDE CONNECTIVITY

INTRODUCTION

Destin's success as a vibrant, livable community depends on how well its transportation networks accommodate everyday needs and evolving tourist demands. Current patterns highlight significant imbalances in how open spaces and infrastructure serve different user groups. Addressing these challenges through urbanism principles will help the City craft a holistic mobility strategy that prioritizes equitable access, safety, and aesthetic quality.

GAPS IN THE EXISTING CITY-WIDE CONNECTIVITY

Congested Arterials and Divergent User Needs: US 98 functions as the primary artery for residents and tourists alike. When traffic on US 98 becomes congested, drivers turn to secondary routes, causing increased stress on other local streets. As the City contemplates improvements—such as landscaping, sidewalks, or intersection upgrades—it faces the dilemma of choosing which routes merit the highest priority. Enhancements could focus on the tourist corridor (to improve visitor perceptions and ease flow) or on neighborhoods (to improve daily commutes, reduce cut-through traffic, and increase safety). Failing to address both perspectives in a balanced manner risks further fracturing community trust and exacerbating mobility challenges.

Imbalance in Open Spaces and Pedestrian Infrastructure: Although the Harbor CRA contains popular amenities and cultural attractions, many full-time residents live elsewhere—particularly in Destin's "Village" area. However, walkable routes that connect neighborhoods to these core destinations are limited. Sidewalks are often narrow (5 feet) and located directly adjacent to vehicle lanes, creating an uncomfortable pedestrian experience. Additionally, some unincorporated areas depend on Destin's amenities, further straining the city's roadway network and available open spaces.

Under-Recognized Town Center: According to the pre-design survey, the Town Center Community Redevelopment Area (CRA) is the central place where many people work or conduct business. Yet it currently lacks the cohesive identity and public spaces that define a "town center." The absence of visible gateways, consistent streetscape treatments, or a prominent civic gathering space prevents the area from functioning as the communal heart of Destin, leaving residents and visitors without a clear sense of place or orientation.

OPPORTUNITIES IN THE EXISTING CITY-WIDE CONNECTIVITY

Small-Scale Urban Design Interventions: Destin’s geographic scale is relatively modest, suggesting that even targeted, incremental interventions can yield significant improvements in the user experience. These strategies might include:

Pedestrian Safety Enhancements: Upgrading crosswalks with raised platforms or better signage, widening sidewalks, or adding tree lawns for shade and comfort.

Tactical Placemaking: Quick, lower-cost projects—such as curb extensions, painted bike lanes, or parklets—that can be tested on a pilot basis and refined over time.

Wayfinding and Branding: Clearly marked signage and consistent aesthetic cues can unify the Harbor CRA, Town Center CRA, and outlying neighborhoods under a cohesive Destin identity.

Balancing Tourist and Resident Needs: By applying Complete Streets concepts to key corridors beyond US 98, the City can foster safer, more appealing routes for both visitors and residents. For example, side streets or collector roads that serve popular recreational areas or schools can be retrofitted to support pedestrians, cyclists, and transit. At the same time, a more aesthetically appealing tourist corridor—featuring landscaping, clear signage, and well-designed public spaces—can enhance the overall economic vitality of Destin without detracting from everyday quality of life.

Leveraging Compact Town Center Principles: The Town Center CRA can be re-envisioned as a distinct focal point with civic uses (e.g., a new City Hall, consolidated municipal buildings), community gathering spaces, and mixed-use development that promotes walkability. This “downtown” nucleus would benefit from high-quality streetscaping, community events, and integration with the surrounding Harbor

CRA. In doing so, the City would effectively create a “live-work-play” district that reflects both the historical charm of Destin’s fishing roots and the contemporary appeal of a modern coastal city.

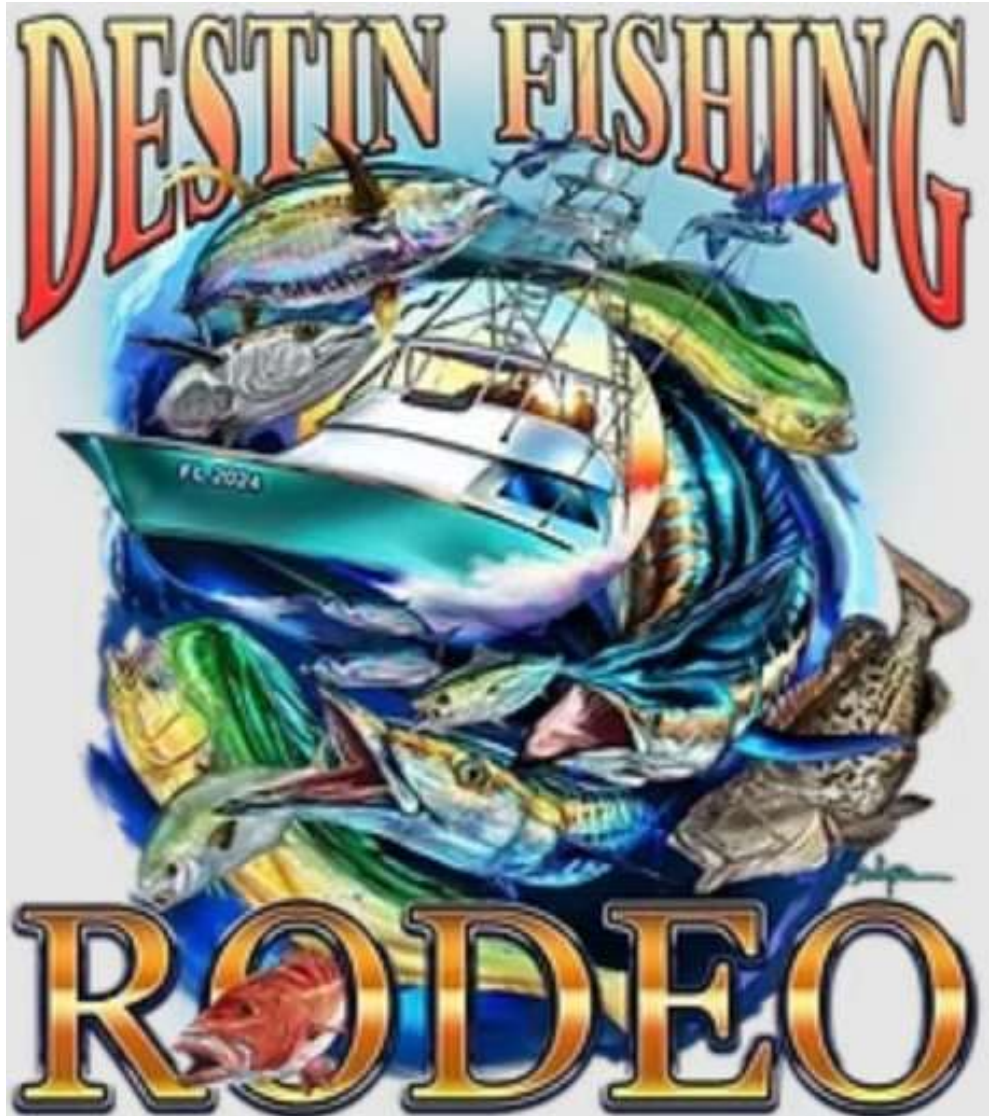
Inter-Agency Cooperation and Vision-Driven Funding: Collaborations with state or federal transportation agencies—like FDOT—can harness additional funding streams for multimodal projects. A clear city-wide connectivity plan also lays the groundwork for applying for grants dedicated to green infrastructure, trail expansions, or transit enhancements. Ensuring that each new project aligns with the overarching vision for Destin allows the city to coordinate phased improvements effectively while maintaining design consistency.

INSIGHT

Destin's city-wide connectivity challenges present a critical turning point. While heavy dependence on US 98 underscores the need for improved arterials and tourist corridors, there is also a clear call from residents for safer, more comfortable local routes. By weaving small urban design interventions, inclusive public spaces, and strategic multimodal upgrades into the city fabric, Destin can cultivate a balanced transportation network that embraces both its tourism-based economy and the well-being of its year-round population.

Moving into subsequent planning phases, the City can:

- 1** Develop prioritized improvement plans for identified corridors, guided by data on traffic volumes, crash history, and community desires.
- 2** Implement low-cost pilot projects that enhance walkability or test new traffic patterns, ensuring lessons learned inform permanent solutions.
- 3** Frame Town Center CRA revitalization as a central project, reinforcing it as a civic hub that complements the Harbor CRA's cultural and recreational draws.
- 4** Coordinate across governmental and private-sector partners to fund and execute a cohesive, future-forward connectivity strategy.





HIGHLIGHTS FROM SCHEMATIC PLANNING-LEVEL DESIGNS, REFINED PROGRAMMING, & STAKEHOLDER FEEDBACK

During this phase, the project team translated insights from earlier data collection and community engagement into preliminary design concepts and refined programmatic strategies. In keeping with urban design principles of walkable, human-scaled environments and sustainably-focused urbanism perspectives emphasizing green infrastructure and ecological integration, the team explored multiple ways to distribute civic functions among existing city-owned properties. Below is a comprehensive look at the emerging ideas and how stakeholder feedback shaped these planning-level designs.

1 ITERATING SCHEMATIC OPTIONS AND SITING STRATEGIES

Drawing from prior assessments, the design team developed a series of site layout concepts that considered both the operational demands of City Staff and the long-term goals

2 REFINING PROGRAMMING FOR GREATER SYNERGY

One of the key takeaways from earlier analyses was that several programs were underused due to inadequate allocation of spaces.

3 PUBLIC ENGAGEMENT AND STAKEHOLDER FEEDBACK

The design team regularly hosted workshops, open houses, and council presentations to exhibit early schematics. Renderings, maps, and diagrams helped stakeholders visualize different siting choices and architectural styles

4 KEY TAKEAWAYS AND NEXT STEPS

The evolving schematic designs strive to honor existing community attachments while optimizing facility layouts for improved staff performance and enhanced resident engagement. Feedback gathered in these early design presentations will serve as the foundation for further refinements.

COMPREHENSIVE VIEW OF IDEAS AND STAKEHOLDER FEEDBACK

1

ITERATING SCHEMATIC OPTIONS AND SITING STRATEGIES

Multiple Combinations of Facility Locations

Drawing from prior assessments, the design team developed a series of site layout concepts that considered both the operational demands of City Staff and the long-term goals for creating welcoming, inclusive civic spaces. Each scenario examined different ways to cluster administrative offices, recreational programming, and cultural amenities on the Harbor One site, Gateway site, and Morgan Sports Complex, among other city-owned parcels.

Minimizing Disruption to Daily Operations

The team also weighed the logistics of relocating City Staff during construction or renovation. Temporary trailer offices emerged as a viable short-term solution, ensuring that municipal services could continue uninterrupted if certain existing structures—like the current City Hall—were demolished and rebuilt on the same site. This planning step is critical to maintain normal City operations and public accessibility throughout the build-out process.

2

REFINING PROGRAMMING FOR GREATER SYNERGY

Addressing Underutilized Sites

One of the key takeaways from earlier analyses was that several programs were underused due to inadequate allocation of spaces. To address this, the design team looked for ways to consolidate complementary activities in close proximity, making it simpler and more appealing for residents to engage with multiple programs.

Gateway Site in the Harbor CRA

Reimagined as a cultural and educational hub, celebrating Destin's rich fishing heritage and hosting informal community events. Its central location and adjacency to the Fishing Museum encourage synergy between historical interpretation, tourism, and local gatherings.

Morgan Sports Complex

Positioned as the city's primary venue for large-scale sporting events, tournaments, and open-air gatherings. This focus would alleviate the strain on smaller sites, improving the efficiency and quality of recreation programming.

Multi-Generational Appeal

By grouping similar activities (e.g., youth sports, adult fitness programs, and large festivals) within the same property, the City can foster a sense of communal identity and cross-generational interaction. Parents attending a youth baseball game could conveniently participate in a fitness class, or community members enjoying a local music festival could also learn about Destin's maritime legacy at an on-site interpretive display.



SKETCH DURING SCHEMATIC DESIGN



3

PUBLIC ENGAGEMENT AND STAKEHOLDER FEEDBACK

Showcasing Design Options

The design team regularly hosted workshops, open houses, and council presentations to exhibit early schematics. Renderings, maps, and diagrams helped stakeholders visualize how different siting choices and architectural styles might align with Destin’s broader vision for connectivity, historical preservation, and sustainable growth.

Addressing Sentimental Ties to Existing Public Buildings

Some residents voiced concern about significantly altering or replacing longtime community landmarks, fearing a loss of sentimental value. In these discussions, the design team worked to identify the specific events, memories, and architectural features that contributed to the emotional resonance of these buildings. Incorporating these elements into new proposals—whether through adaptive reuse, integrating recognizable design motifs, or programming the same beloved events—ensures that legacy and tradition remain part of Destin’s evolving cityscape.

Community Values and Priorities

Attendees repeatedly emphasized:

Celebration of Local History: Residents want public spaces that preserve Destin’s “small fishing village” identity, prompting designers to integrate cultural elements—such as maritime-themed public art, heritage markers, and interpretive signage—into each concept.

Family-Friendly Atmosphere: Families see a need for safe, welcoming spaces that cater to all ages, from playgrounds and splash pads for children to shaded seating areas and walking paths for seniors.

Enhanced Open Spaces: Many participants expressed a strong preference for outdoor venues designed for festivals, farmers’ markets, and informal gatherings.

Civic Life in Public Spaces: Stakeholders want to see new or renovated facilities become catalysts for broader community interaction, whether through event programming, public art displays, or educational exhibits that deepen local pride.

4

KEY TAKEAWAYS AND NEXT STEPS

Balancing Heritage with Modern Efficiency

The evolving schematic designs strive to honor existing community attachments while optimizing facility layouts for improved staff performance and enhanced resident engagement. This balance is crucial to fostering trust and enthusiasm among stakeholders who may be hesitant about significant changes.

Holistic Civic Programming

By distributing programs thoughtfully among the Morgan Sports Complex, Gateway site, and other suitable properties, Destin can nurture a range of recreational, educational, and cultural activities that reflect the community’s diverse interests. Establishing clear roles for each site avoids duplication and directs resources where they can have the greatest impact.

Continued Community Dialogue

Feedback gathered in these early design presentations will serve as the foundation for further refinements. The next stages will involve more detailed site designs, cost estimates, and phasing strategies, ensuring that public engagement remains an integral part of the process. Collaborations with local organizations, potential private partners, and other governmental agencies will help align funding opportunities and long-term operational plans.



PHASE 4: FINAL PROGRAMMING AND RECOMMENDATION

INTRODUCTION

In the final stage of planning, the project team has synthesized community feedback, environmental considerations, and operational needs into cohesive design strategies. The overarching goal remains to celebrate Destin's heritage, embrace a modern coastal identity, and promote sustainable, inclusive development. Below is a detailed narrative of the proposed architectural and urban design solutions, reflecting a balance between walkable, community-focused design and ecological integration and green infrastructure.

PURPOSE

From the earliest public surveys to the refined schematic designs, the City's residents and stakeholders have consistently expressed a desire to reinforce Destin's maritime roots, create welcoming public amenities, and consolidate municipal operations to improve service delivery. The final recommendations presented here outline how each key property can evolve to meet these objectives, while respecting the unique constraints and opportunities of each site.

ARCHITECTURAL STYLES



FLORIDA VERNACULAR

A scaled comparison of the footprint of the area designated for Medley's Town Center is being provided to illustrate the amazing opportunity that exists to create a concentration of dense development that can be attractive to potential developers, buyers and investors. With the exception of Brickell and Downtown Coral Gables, the remaining areas are all recently established as locations allowing for higher development densities with a mix of uses.



ECLECTIC (MIX OF OLD AND NEW)

HARBOR ONE

EMBRACING PASSIVE RECREATION AND SCENIC VISTAS

On the western-most edge of Destin, the Harbor One site emerges as an ideal location for **open, primarily passive recreation**. The design team envisions an outdoor amphitheater—unlit and with minimal parking provided only for ADA compliance—to encourage day-time gatherings and sunset viewings. Avoiding permanent structures within the **75-foot FDOT encroachment** area preserves future flexibility should the proposed bridge approach expand.

Outdoor Amphitheater for Passive Events: Seating areas and gentle terracing will be oriented to frame panoramic views of the water, fostering an intimate connection with Destin’s coastal environment. The amphitheater will rely on the natural topography and selectively placed vegetation to define performance and seating zones, ensuring minimal environmental footprint.

Predominantly Open Space: Landscaped lawns, walking paths, and carefully integrated native plantings create a comfortable setting for informal recreation, such as picnics, sunset strolls, and community gatherings. This open-space emphasis underscores urban design principles by preserving coastal ecosystems and ensuring that built interventions harmonize with the site’s natural character.



HARBOR CRA NETWORK

STRENGTHENING THE NETWORK AND CITY-WIDE LINKAGES

To revitalize the public realm and reconnect existing assets, a series of Connectivity Improvements are proposed throughout the Harbor Community Redevelopment Area (CRA). Key enhancements include improved pedestrian and bicycle connections between the Destin Little League Park and the Captain Royal Melvin Heritage Park and Plaza.

Enhanced Pedestrian Experience: Wider sidewalks, improved crosswalks, and green infrastructure elements—such as bioswales and street trees—will make walking and biking safer and more pleasant. By limiting curb cuts and introducing traffic-calming features, the project aims to reduce vehicular dominance, in line with New Urbanist best practices.

Multi-Modal Continuity: Strategically placed wayfinding signs, designated bike lanes, and ADA-accessible pathways strengthen the sense of a cohesive district. This enhanced connectivity allows both visitors and residents to move seamlessly among parks, plazas, and cultural venues, reinforcing the Harbor CRA as a place where social, recreational, and economic activities intersect.



GATEWAY SITE

A “FISHING VILLAGE” TRIBUTE

Situated in the heart of the Harbor CRA, the Gateway site transforms into a living showcase of Destin's maritime past while providing new opportunities for cultural and recreational programming. Proposed features include a recreation of historical elements—such as the old Fish Camp, Destin Family Homestead, School House, and Post Office—with an open lawn and outdoor amphitheater.

Historical Reconstruction and Cultural Events:

Modeled on traditional structures, these rebuilt facilities serve as interactive exhibits celebrating the City's origins. Visitors can learn about Destin's fishing legacy while participating in modern cultural events, from outdoor concerts to seasonal festivals. This merging of past and present embodies the public's desire to honor history while cultivating new community traditions.

Eclectic Architectural Style and Florida Vernacular:

Informed by survey results and stakeholder interviews, the design team proposes an Eclectic aesthetic that harmoniously blends old and new forms. Florida Vernacular design elements—like elevated porches, broad eaves, and ventilation-friendly layouts—adapt naturally to the coastal climate. The amphitheater, Fishing Museum, and other structures can adopt these stylistic references, reinforcing a sense of authenticity throughout the site.

Central Open Lawn and Outdoor Amphitheater: To support ongoing community gatherings, a landscaped lawn anchors the “Fishing Village” concept, offering flexible space for informal picnics, small-group performances, and other civic events. An adjacent amphitheater can host larger gatherings, blending historical ambiance and modern amenities.



MORGAN SPORTS CIVIC & RECREATIONAL COMPLEX

NEW FACILITIES: CITY HALL AND COMMUNITY CENTER

A core outcome of the programming analysis is the recommendation to consolidate City departments into a new, purpose-built City Hall and to develop a new Community Center equipped to serve Destin's multigenerational needs.

New City Hall Facilitating Collaboration: The proposed City Hall design ensures proximity among complementary departments (such as Permitting, Finance, and Planning), reducing inefficiencies caused by today's fragmented layout. Shared meeting rooms, central lobbies, and integrated technology foster inter-departmental communication. This arrangement not only enhances City staff performance but also provides a more straightforward experience for residents accessing municipal services.

Community Center for All Ages: To meet the breadth of recreational, educational, and social needs, the new Community Center will feature flexible indoor spaces—such as classrooms, multipurpose rooms, and fitness studios—as well as well-designed outdoor areas tailored for sports, leisure, and community events. Emphasizing universal design and accessibility ensures that residents from all generations and mobility levels can participate fully in civic life.

Phased Construction and Interim Solutions: A Phased approach can minimize the disruption by major construction. Temporary trailer offices or short-term relocations will maintain essential services while avoiding burdens on staff and community members. Clear communication strategies around construction timelines will help residents plan accordingly and sustain public trust throughout the transition.





KEY FINDINGS AND ANALYSIS

03





KEY FINDINGS AND ANALYSIS

PURPOSE

This section summarizes the opportunities, gaps, and needs identified through the preceding phases of research, stakeholder engagement, and schematic design exploration. By recognizing both the constraints and potential inherent in Destin's existing conditions, these findings lay the groundwork for targeted solutions that integrate form-focused urban design ideals (community-centric and walkable environments) with sustainably-focused design principles (ecologically informed and resource-efficient spaces).

OPPORTUNITIES

REIMAGINING PUBLIC LANDS

The public's desire for additional open spaces, tree canopy, and green infrastructure creates a window for rethinking existing and future civic sites. Incorporating more outdoor amenities—such as flexible lawns, shaded seating areas, native plantings, and stormwater mitigation features—can transform these properties into vibrant gathering spaces that encourage both social interaction and environmental stewardship.

ESTABLISHING A MULTI-FUNCTIONAL CIVIC CAMPUS AT THE MORGAN SPORTS COMPLEX

Although the Morgan Sports Complex lies outside the Town Center CRA, it holds substantial potential for hosting a variety of events—from large-scale festivals to smaller community programs. By addressing circulation challenges on Commons Drive W and implementing a loop system or improved pedestrian crossings, the Complex could evolve into a safe, accessible hub of civic life. This opportunity dovetails with the broader vision of creating an interconnected network of public spaces throughout Destin.

GAPS

INEFFICIENT ALLOCATION OF MUNICIPAL DEPARTMENTS

Existing civic facilities are scattered across multiple buildings and sites. This segmentation results in miscommunication among City Staff, hampering the overall efficiency of municipal operations. Departments requiring close collaboration—such as permitting, finance, and planning—remain physically separated, creating duplication of efforts and confusion for residents seeking services.

FRAGMENTED CIVIC IDENTITY

Rapid development of resorts and short-term rentals has injected new revenue into city coffers but also transformed Destin's built form. High-rise developments and sprawling complexes clash with the community's memory of a close-knit fishing village characterized by ample open space. This ongoing shift underscores the need for cohesive urban design guidelines and strategies that preserve Destin's authentic sense of place.

NEEDS

CONSOLIDATED GOVERNMENT OPERATIONS

A unified or closely co-located space for municipal functions can streamline daily operations, enhance cross-departmental synergy, and simplify public access to services. By bringing staff and services under one roof—or in proximate buildings linked by walkable corridors—the City can reduce inefficiencies and support a more transparent, user-friendly experience for residents and businesses.

VERSATILE PUBLIC SPACES FOR LARGE AND SMALL EVENTS

Destin's growing population and tourism market calls for flexible, well-designed outdoor areas capable of hosting everything from neighborhood picnics to major cultural events. These spaces should be adaptable, with features like open lawns, amphitheaters, and pavilions that can be used year-round.

ENHANCED PUBLIC HEALTH, SAFETY, AND WELLBEING

Building on principles of Complete Streets and sustainable design, Destin must prioritize pedestrian and cyclist safety throughout the urban fabric. Improvements could include widened sidewalks, clearly marked bike lanes, well-lit crosswalks, and traffic-calming measures that enable residents and visitors to move comfortably and confidently through the city.

MULTI-GENERATIONAL RECREATIONAL AMENITIES

The community consistently emphasizes the need for diverse, inclusive programming that appeals to all ages. Indoor and outdoor facilities should accommodate children's activities, adult exercise classes, senior programs, and communal gatherings, ensuring equitable access and fostering social cohesion among different demographic groups.

PRESERVATION AND CELEBRATION OF LOCAL HERITAGE

Protecting Destin's fishing-village legacy remains a core community value. Public spaces, parks, and civic buildings can incorporate historical references—architectural motifs, interpretive signage, or museum displays—to celebrate the city's origins and keep local traditions alive for residents and visitors alike.



POTENTIAL BEST PRACTICES FOR DESIGN OF NEW FACILITIES

Informed by public input, stakeholder interviews, and an analysis of local conditions, the following best practices focus on creating facilities that support Destin's cultural identity, ecological well-being, and community-oriented lifestyle. These recommendations draw from good design principles—emphasizing walkability, mixed-use development, and vibrant public spaces, advocating for green infrastructure, environmental stewardship, and contextual site design.

1 ARCHITECTURAL CHARACTER

Promote the creation of well-scaled character districts and sub districts to foster a sense of neighborhood and locality.

2 GREEN SPACES

Reinforce the connection between the Town Center development vision and the existing lake on its north to create an active, attractive waterfront destination.

3 RECREATIONAL PROGRAMMING

Anchor a high-quality public realm with pedestrian-scaled public open spaces with a generous number of inter-connected trails, parks and plazas.

4 GREEN INFRASTRUCTURE

Develop a fine-grained pedestrian-scaled network of streets and blocks that facilitates ease of connectivity.

5 HONORING CULTURAL HERITAGE

Fully leverage and capitalize on the available existing and planned transit facilities for the Palmetto Station.

6 STORMWATER MANAGEMENT

Respond to area traffic conditions, particularly those along the impacting corridor through a distribution of a new internal road network.

7 ENERGY EFFICIENCY

Establish and reduced parking requirements that reflect the transit accessibility afforded by the proximity of the MetroRail and its urban character.

BEST PRACTICES

1

ARCHITECTURAL CHARACTER: FLORIDA VERNACULAR AND ECLECTIC AESTHETICS

Florida Vernacular Inspiration

Drawing on the regional tradition of raised floors, wide porches, and sloping roofs ensures that new facilities respond to the local climate. This architecture also evokes a sense of place, tying modern development to the city's coastal heritage.

Eclectic Balance of Old and New

An eclectic design approach allows contemporary materials, technologies, and aesthetics to mingle with time-honored building forms. This can be achieved through creative reinterpretations of historic elements—like wood siding or lattice detailing—paired with modern steel, glass, or concrete components. This balance helps evolve Destin's identity without forsaking its fishing-village roots.

2

PARKS, GARDENS, AND GREEN SPACES

Integration of Parks and Gardens

Incorporating landscaped courtyards, small pocket parks, and community gardens within civic properties fosters social interaction, offers shade and respite, and enhances stormwater management through vegetated areas.

Dedicated Walking and Biking Trails

Strategically placed pathways encourage active transportation, connecting public buildings, parks, and neighborhoods in a safe, cohesive network. Trails should include wayfinding signage, rest areas, and water stations to accommodate all user groups.

Universally Designed Playgrounds

Play areas that consider children of all abilities underscore Destin's commitment to inclusivity. Incorporating sensory play features, accessible surfacing, and safe, age-appropriate equipment ensures that children can engage equitably in outdoor recreation.

3

CULTURAL AND RECREATIONAL PROGRAMMING

Festivals and Marketplaces

By allocating flexible open spaces within or adjacent to new facilities, the City can host farmers' markets, seasonal festivals, and craft fairs. These events bolster the local economy, spotlight regional traditions, and foster a sense of community ownership.

Restaurants and Cafés

Complementing civic spaces with small-scale food and beverage outlets encourages year-round vibrancy, drawing both residents and visitors. Locally owned establishments can highlight regional cuisine and fortify the sense of place.

Performing Arts Center

A dedicated venue for concerts, theatrical productions, and community events enriches Destin's cultural fabric. Its design can incorporate Florida Vernacular or eclectic motifs, further reinforcing the community's heritage in a contemporary way.

4

GREEN INFRASTRUCTURE AND LANDSCAPING

Landscaping Incorporated into Buildings

Green roofs, living walls, or courtyard plantings reduce heat island effects, improve air quality, and enhance aesthetics. Such features naturally align with sustainably-focused urban design principles by weaving vegetation into the fabric of built environments.

Public Art and Decorative Elements

Sculptures, murals, and other artistic expressions can celebrate Destin’s fishing history, coastal ecology, or cultural milestones. Integrated art installations also serve as memorable landmarks and foster local pride.

Local Materials and Construction Techniques

Sourcing regionally available materials—such as certain types of wood or native stone—lowers transportation impacts and supports the local economy. Traditional craftsmanship can be combined with modern building methods for long-lasting, contextually sensitive structures.

5

HONORING CULTURAL AND HISTORICAL HERITAGE

Architectural Homage to Destin’s Past

Facilities should feature elements reminiscent of traditional fish camps, boathouses, and coastal cottages, whether through form, color palette, or detailing. Historical markers, interpretive signage, and curated exhibitions can further illuminate Destin’s story for residents and visitors.

Interactive Museum or Interpretive Spaces

Incorporating small exhibit areas in civic buildings or adjacent pavilions allows for permanent or rotating displays about local history. Such spaces can highlight maritime artifacts, personal narratives, and photographs, cultivating shared cultural awareness.

6

PERMEABLE SURFACES AND GREEN STORMWATER MANAGEMENT

Green Infrastructure Deployment

Rain gardens, bioswales, and permeable paving help detain and filter stormwater while blending seamlessly into public landscapes. These best practices enhance resiliency, reduce flood risk, and support local ecosystems.

Ecological Corridors and Native Plantings

Strategically chosen native species support pollinators, stabilize soils, and reduce irrigation demands. Connecting green infrastructure elements across multiple sites can establish “ecological corridors” that benefit wildlife and improve overall urban biodiversity.

BEST PRACTICES

7

ZONING AND DESIGN STANDARDS FOR ENERGY EFFICIENCY

Form-Based Codes or Design Guidelines

Replacing or supplementing existing zoning with clear form-based codes can ensure that new development maintains pedestrian-friendly frontages, activates the public realm, and conserves local character.

High-Performance Building Standards

Encouraging or mandating energy-efficient design (e.g., LEED or similar certifications) reduces long-term operating costs and carbon footprints. Passive cooling strategies, renewable energy installations, and efficient water use all align with sustainable growth objectives.

Public Realm Enhancements

Streetscape standards should include tree-lined sidewalks, minimal setbacks, and human-scaled lighting, creating inviting environments for walking or cycling. This approach strengthens street life, fosters social interaction, and boosts overall safety.







OBSERVATIONS ON INFRASTRUCTURE, LAND USE, AND PUBLIC AMENITIES

In evaluating the Harbor Community Redevelopment Area (CRA), it becomes apparent that enhanced connectivity between key destinations can significantly improve the neighborhood's livability and bolster its role as an active civic and cultural hub. Linking the Destin Little League Park to the Captain Royal Melvin Heritage Park and Plaza through targeted infrastructure upgrades stands out as a strategic move to unify recreational spaces, encourage walkability, and celebrate the area's coastal heritage.

1 EXISTING INFRASTRUCTURE

Within the Harbor CRA, streets and pedestrian paths often reflect past development patterns that prioritize automobile travel. Sidewalks and bike lanes can be limited or discontinuous, discouraging active transportation

2 LAND USE

Existing land use and public amenities serve a critical role for youth recreation and local community bonding. However, residents and visitors need multiple methods to arrive at these local destinations serendipitously.

3 CONNECTIVITY IMPROVEMENTS

To address these limitations and forge a stronger Harbor CRA "network," a set of infrastructure enhancements would connect Destin Little League Park to Captain Royal Melvin Heritage Park and Plaza more seamlessly.

4 CONNECTIVITY STRATEGY

By improving walkability between the Destin Little League Park and Captain Royal Melvin Heritage Park and Plaza, the City can foster greater community engagement, reduce auto dependency, strengthen local identity, and encourage healthier lifestyles.

OBSERVATIONS ON INFRASTRUCTURE, LAND USE, AND PUBLIC AMENITIES

1

EXISTING INFRASTRUCTURE AND CIRCULATION

Within the Harbor CRA, streets and pedestrian paths often reflect past development patterns that prioritize automobile travel. While many roads provide basic vehicular access to recreational sites, sidewalks and bike lanes can be limited or discontinuous, discouraging active transportation. As a result, children, families, and other residents heading to Little League games or community events frequently rely on personal vehicles, contributing to congestion and parking challenges near popular amenities.

2

LAND USE AND PUBLIC AMENITIES

Destin Little League Park

Positioned near residential neighborhoods, this well-used sports complex is pivotal for youth recreation and local community bonding. However, its potential as a broader communal asset is not fully realized if visitors cannot easily reach complementary attractions—like parks, plazas, and waterfront walkways—on foot or by bike.

Captain Royal Melvin Heritage Park and Plaza

Serving as a scenic waterfront gathering place that showcases Destin's history, this park and plaza help foster a sense of shared identity. Yet limited multimodal connections can keep certain residents—particularly those without reliable car access—from engaging with these cultural and recreational offerings.

3

PROPOSED CONNECTIVITY IMPROVEMENTS

Complete Streets Upgrades

Widened sidewalks, clearly marked crosswalks, and designated bike lanes would encourage safe active transportation between recreational sites. Traffic-calming measures—like raised intersections and landscaped medians—could also reduce vehicle speed and improve pedestrian comfort.

Green Corridors and Wayfinding

Thoughtfully placed tree plantings or bioswales along sidewalks help soften the streetscape, mitigate stormwater runoff, and provide shade for pedestrians. Distinctive signage and mile markers can guide residents and visitors to local landmarks while highlighting the area's fishing-village heritage.

Pedestrian-Scaled Lighting and Safety Features

Installing well-designed streetlights, especially near intersections and key crossings, ensures visibility and encourages evening use of public spaces. Safety elements (e.g., reflective crosswalk markings, mid-block crossings, or pedestrian islands) can further protect non-vehicular travelers.

4

SIGNIFICANCE OF THE CONNECTIVITY STRATEGY

Foster Greater Community Engagement

Children participating in sports and families attending games gain better access to the waterfront, local history exhibits, and community events.

Reduce Auto Dependency

Providing reliable pedestrian and bicycle infrastructure can help cut down on local traffic congestion, lower carbon emissions, and reduce parking needs near these popular destinations.

Strengthen Local Identity

A well-connected Harbor CRA highlights Destin's roots as a coastal fishing village by making historical and recreational sites more accessible, reinforcing a shared sense of place.

Encourage Healthier Lifestyles

Safe, appealing routes promote daily exercise, from walking and jogging to casual cycling, benefiting overall public health.





RECOMMENDATIONS

04



RECOMMENDATIONS

On December 16, 2024, the design team presented the final Vision Plan recommendations to the City Council. These proposals are anchored by the principles of good design —walkability, community-driven design, and mixed-use environments, green infrastructure, ecological integration, and thoughtful public space. Below is a narrative summary of the recommended strategies for facilities, streetscapes, parks, and community engagement.

OVERVIEW

The final plan outlines distinct functions for each major city-owned site—Harbor One, the Harbor CRA Network, the Gateway Site, and the Morgan Sports Complex—ensuring that new or upgraded facilities respond to evolving municipal needs, community aspirations, and local heritage. By weaving historical elements with modern architectural styles, the City can preserve Destin's fishing-village identity while embracing forward-thinking development.

1 URBAN DESIGN STRATEGIES

To cultivate a cohesive identity and reinforce Destin's heritage and livability, urban design should embrace principles of architectural integration, connectivity, and green infrastructure.

2 LAND USE AND PROGRAMMING

Land use and public programming should foster community engagement, efficiency, and inclusivity through a civic campus, flexible community spaces, and contextual development.

3 SUPPORTING LOCAL ECONOMY

To sustain economic vibrancy while preserving local character through heritage-based placemaking, tourism infrastructure and experience enhancement, and leveraging public-private partnerships.

4 SUPPORTING RESIDENTS' NEEDS

Strategies should prioritize daily quality of life for year-round residents with inclusive amenities, accessible community services, and preservation of cultural identity.

5 IMPLEMENTATION STRATEGIES

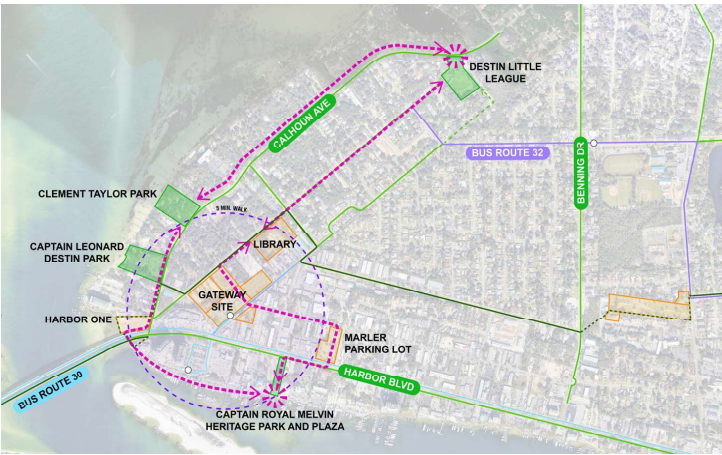
To effectively realize this comprehensive vision, phased and structured approaches are recommended to use a phased development approach, target funding and financial strategies, and continuous community engagement.

SITE-SPECIFIC RECOMMENDATIONS



HARBOR ONE

- Design Intent:** The amphitheater focuses on daytime gatherings, scenic overlooks, and minimal environmental impact. Without fixed lighting, the space retains a low-key atmosphere conducive to passive recreation like acoustic performances or sunset viewing.
- Minimal Parking for ADA Compliance:** By restricting on-site parking to accessible spaces, the plan preserves open green space. Visitors are encouraged to reach the site by walking, biking, or other forms of shared transportation to reduce congestion and maintain the site’s tranquil character.
- FDOT Encroachment Buffer:** No permanent structures will be built within the 75-foot area reserved for a potential new bridge approach. This preserves future flexibility while safeguarding investments in public amenities.



HARBOR CRA NETWORK

- The City’s planning team cataloged existing bus routes, stops, and established FDOT bike lanes. These data sets were then overlaid with potential routes for future SUN Trails, identifying opportunities to connect missing links or expand bicycle infrastructure.
- Destin Little League Park to Captain Royal Melvin Heritage Park and Plaza:** Enhanced sidewalks, safe crosswalks, and bike-friendly corridors can unify these recreational and cultural assets, promoting a more pedestrian-oriented environment.
- Green Infrastructure and Wayfinding:** Incorporating bioswales, native plantings, and directional signage fosters safer and more pleasant walking experiences for both residents and tourists.



GATEWAY SITE (EXISTING COMMUNITY CENTER LOCATION)

Recreation of Old Destin: Small-scale structures reminiscent of an old Fish Camp, Destin Family Homestead, School House, and Post Office invite visitors to walk through historical scenes, blending education with leisure.

Cultural Events and New Memories: A central open lawn and outdoor amphitheater support community gatherings, festivals, and concerts. Programming balances nostalgia with modern entertainment, cultivating ongoing civic engagement.

Eclectic Architectural Style: Mixing traditional silhouettes with contemporary touches ensures the site retains a vibrant identity. A new Fishing Museum can tie old and new threads together—showcasing artifacts while leveraging modern exhibits and technology.

Weigh-In Station as a Welcome Sign: This feature highlights Destin’s ongoing relationship with fishing. Serving as both a practical weigh-in station for anglers and a symbolic gateway, it stands as a living monument to the city’s maritime roots.



MORGAN CIVIC & RECREATIONAL COMPLEX

As part of Destin’s long-term vision to consolidate civic functions and enhance community life, the Morgan Sports Complex emerges as a pivotal site for a new City Hall and Community Center.

Unified Civic and Community Campus: The central objective is to develop a cohesive setting in which government operations and community programming coexist seamlessly, reflecting both New Urbanist and Landscape Urbanist principles.

Architectural Character: Design plans emphasize a Florida Vernacular aesthetic enriched by Eclectic elements, uniting tradition with modern flair.

Programming for Year-Round Engagement: The new Community Center expands Destin’s capacity to host events of varying sizes and purposes.

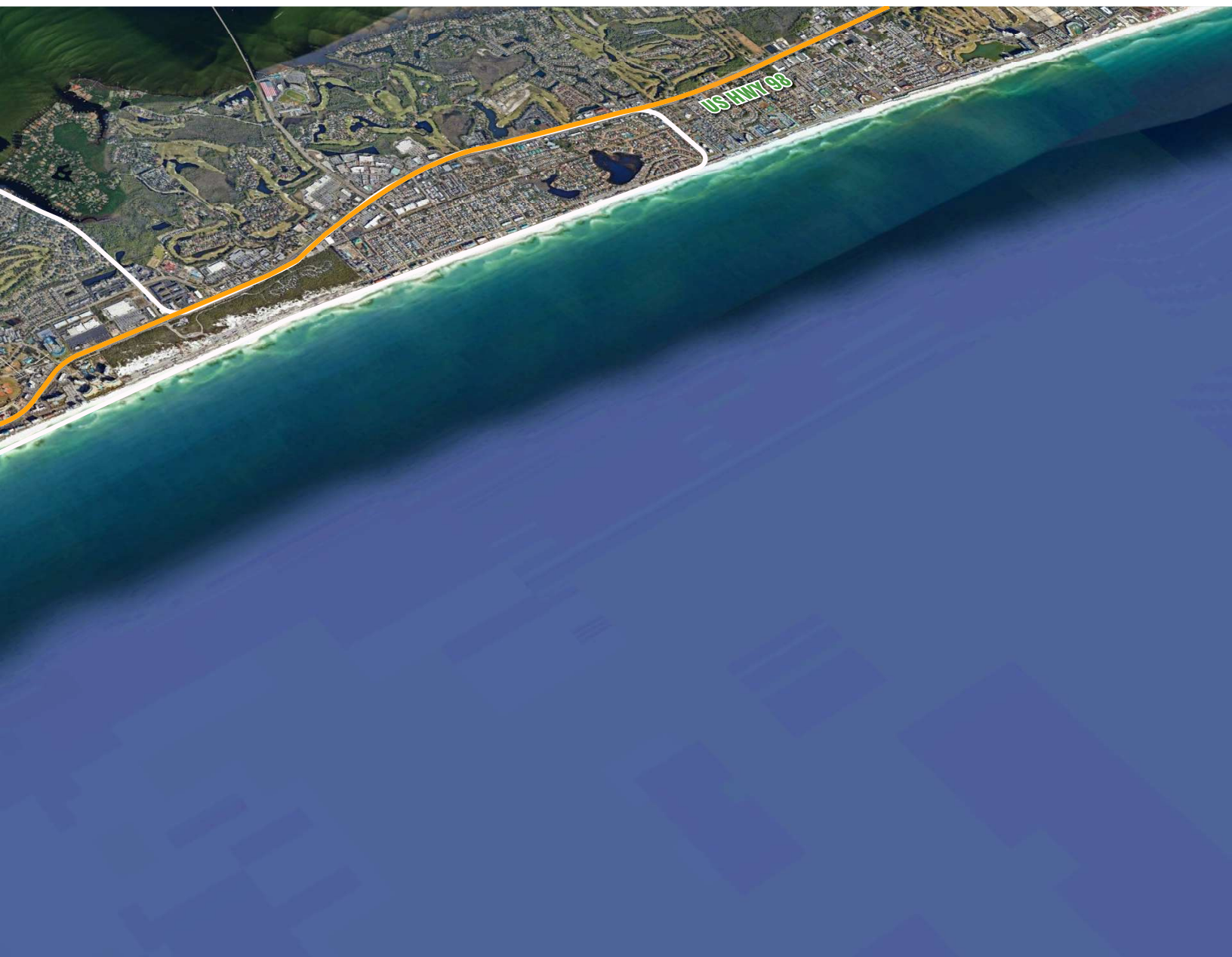
Enhanced Circulation and Safety: A more pedestrian- and cyclist-friendly environment is a core element of the Morgan Sports Complex campus design.

CHOCTAWHATCHEE RIVER

- DESTIN HISTORY & FISHING MUSEUM
- EXISTING COMMUNITY CENTER
- DESTIN LIBRARY
- CLEMENT TAYLOR PARK
- CAPTAIN LEONARD DESTIN PARK
- CAPTAIN ROYAL MELVIN HERITAGE PARK
- HARBOR ONE SITE

CRAB ISLAND

HARBOR CRA





HARBOR ONE



HARBOR ONE

OUTDOOR AMPHITHEATER FOR PASSIVE EVENTS



PLAN COMPONENTS

- 1 Platform for small, outdoor events
- 2 Picnic shelters
- 3 Hammock benches
- 4 Expansion of Harbor Boardwalk
- 5 Future SUN Trail connection
- 6 Potential 75' encroachment by FDOT for new bridge approach on US HWY 98

Design Intent: The amphitheater focuses on daytime gatherings, scenic overlooks, and minimal environmental impact. Without fixed lighting, the space retains a low-key atmosphere conducive to passive recreation like acoustic performances or sunset viewing.

Minimal Parking for ADA Compliance: By restricting on-site parking to accessible spaces, the plan preserves open green space. Visitors are encouraged to reach the site by walking, biking, or other forms of shared transportation to reduce congestion and maintain the site's tranquil character.

FDOT Encroachment Buffer: No permanent structures will be built within the 75-foot area reserved for a potential new bridge approach. This preserves future flexibility while safeguarding investments in public amenities.



HARBOR CRA NETWORK

ENHANCED CONNECTIVITY

Inventory and Overlay of Transit and Trail Routes

The City's planning team cataloged existing bus routes, stops, and established FDOT bike lanes. These data sets were then overlaid with potential routes for future SUN Trails, identifying opportunities to connect missing links or expand bicycle infrastructure.

Proposed Connectivity Improvements

Destin Little League Park to Captain Royal Melvin Heritage Park and Plaza: Enhanced sidewalks, safe crosswalks, and bike-friendly corridors can unify these recreational and cultural assets, promoting a more pedestrian-oriented environment.

Green Infrastructure and Wayfinding: Incorporating bioswales, native plantings, and directional signage fosters safer and more pleasant walking experiences for both residents and tourists.







GATEWAY



GATEWAY FISHING VILLAGE



EXISTING COMPONENTS

- A** Destin History & Fishing Museum
- B** Existing Police Department
- C** Existing Cemetery

PLAN COMPONENTS

- 1 Weigh-in Station / Welcome Sign
- 2 Bait Shop
- 3 New Destin History & Fishing Museum
- 4 Open Lawn
- 5 Outdoor Stage
- 6 3-story parking garage (300+ spaces)
- 7 Back-of-House staging area
- 8 Replica Destin School House
- 9 Outdoor seating
- 10 Replica Destin Family Homestead
- 11 Relocated Post Office
- 12 Replica Fish Camp
- 13 Children's Playground
- 14 Bus stop
- 15 Historic Firetruck

Weigh-In Station as a Welcome Sign: This feature highlights Destin's ongoing relationship with fishing. Serving as both a practical weigh-in station for anglers and a symbolic gateway, it stands as a living monument to the city's maritime roots.



GATEWAY FISHING VILLAGE

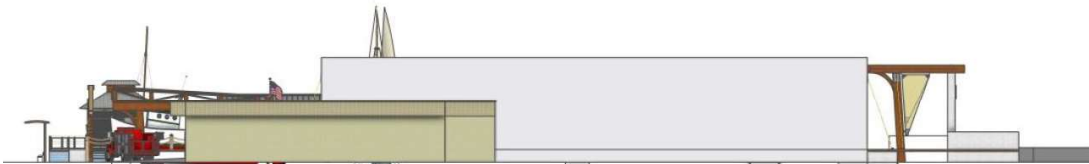
Inspirational Historical Imagery: Archival photographs from the Destin History and Fishing Museum influence design elements—such as façades, color palettes, and materials—to echo the city’s fishing-village past.



NORTH ELEVATION



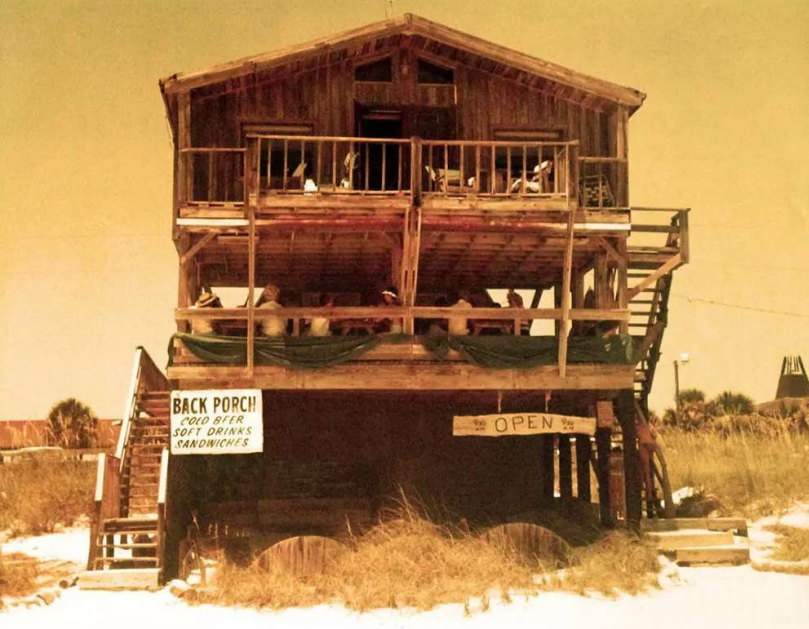
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



GATEWAY FISHING VILLAGE

Proposed “Fishing Village” Concept

Recreation of Old Destin: Small-scale structures reminiscent of an old Fish Camp, School House, and Post Office invite visitors to walk through historical scenes, blending education with leisure.

Cultural Events and New Memories: A central open lawn and outdoor amphitheater support community gatherings, festivals, and concerts. Programming balances nostalgia with modern entertainment, cultivating ongoing civic engagement.

Eclectic Architectural Style: Mixing traditional silhouettes with contemporary touches ensures the site retains a vibrant identity. A new Fishing Museum can tie old and new threads together—showcasing artifacts while leveraging modern exhibits and technology.



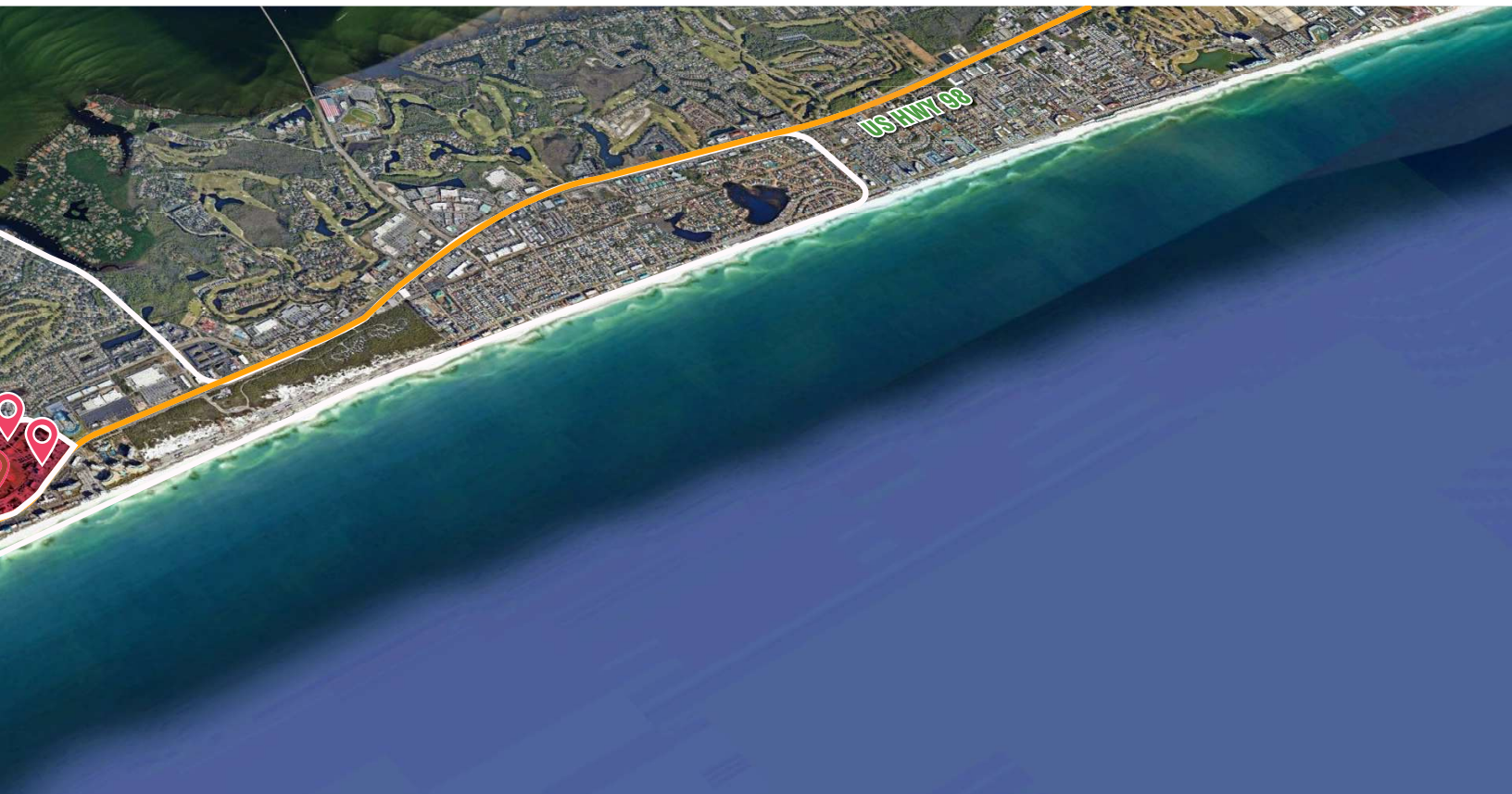




CHOCANWICHEE RAY

- CITY HALL ●
- COMMUNITY CENTER ●
- MORGAN SPORTS COMPLEX ●

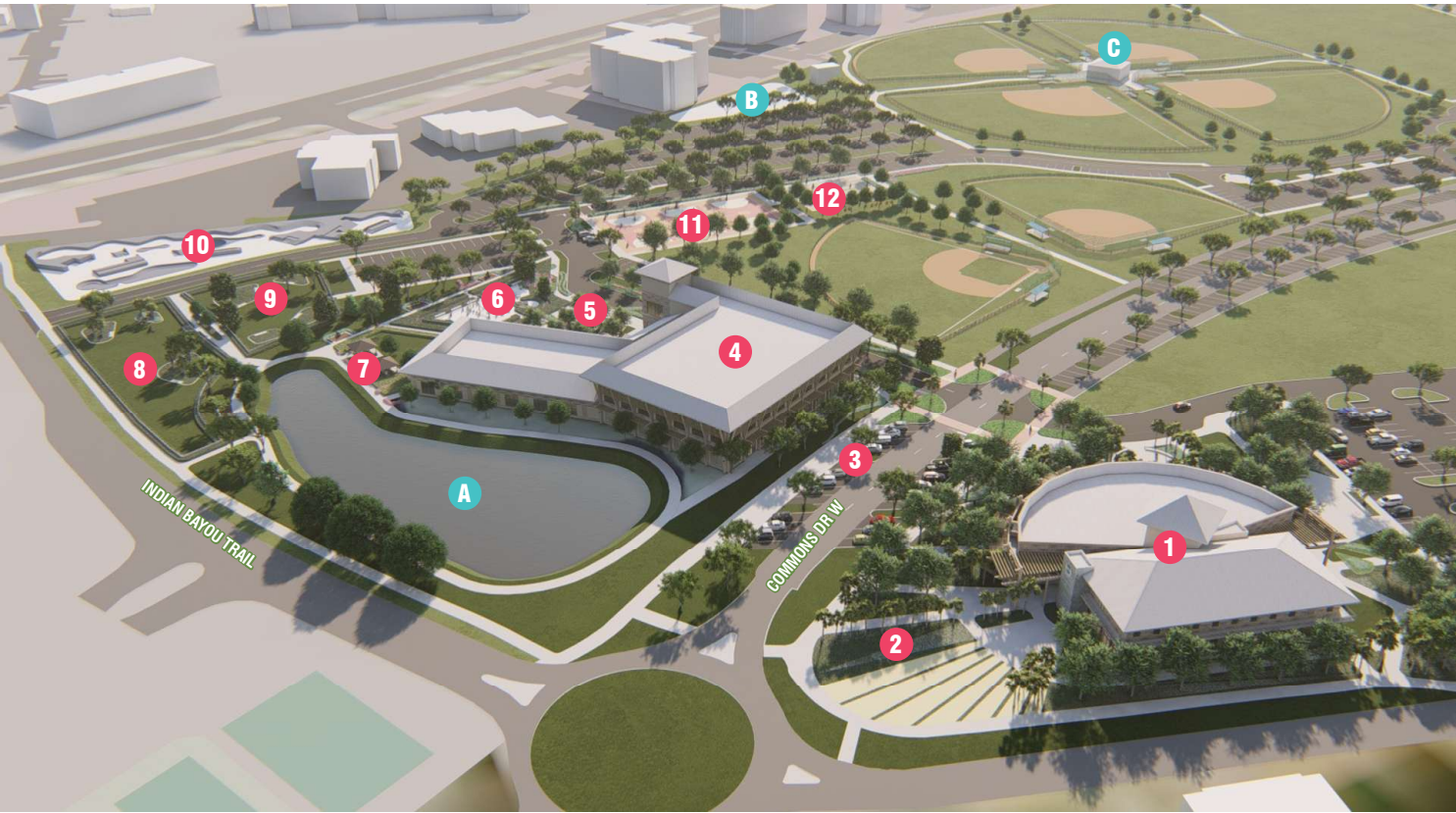
MORGAN CIVIC & RECREAT



TIONAL COMPLEX

MORGAN CIVIC & RECREATIONAL COMPLEX

CITY HALL / COMMUNITY CENTER



EXISTING COMPONENTS

- A** Lake
- B** Renovated Playground
- C** Morgan Sports Center

PLAN COMPONENTS

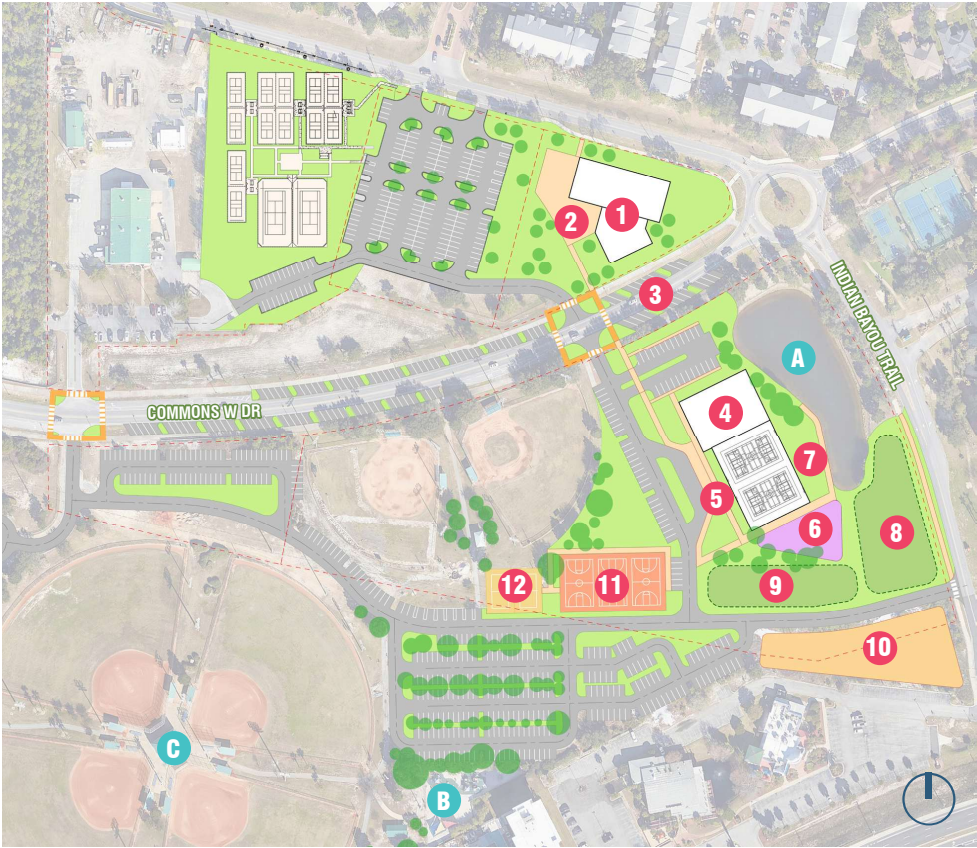
- 1 City Hall
- 2 City Hall Plaza
- 3 Angled Parking along Harbor Blvd
- 4 Community Center
- 5 Community Center Plaza
- 6 Children's Playground
- 7 Picnic Shelters
- 8 Large dog area
- 9 Small dog area
- 10 Skatepark
- 11 Outdoor basketball courts
- 12 Sand volleyball courts

As part of Destin's long-term vision to consolidate civic functions and enhance community life, the Morgan Sports Complex emerges as a pivotal site for a new City Hall and Community Center. By bringing municipal services and public amenities together in one comprehensive campus, the City can foster efficiency, promote cross-departmental collaboration, and create a dynamic environment where residents of all ages gather, learn, and recreate.

Town Center Visioning Master Plan



OVERALL SITE PLAN



EXISTING COMPONENTS

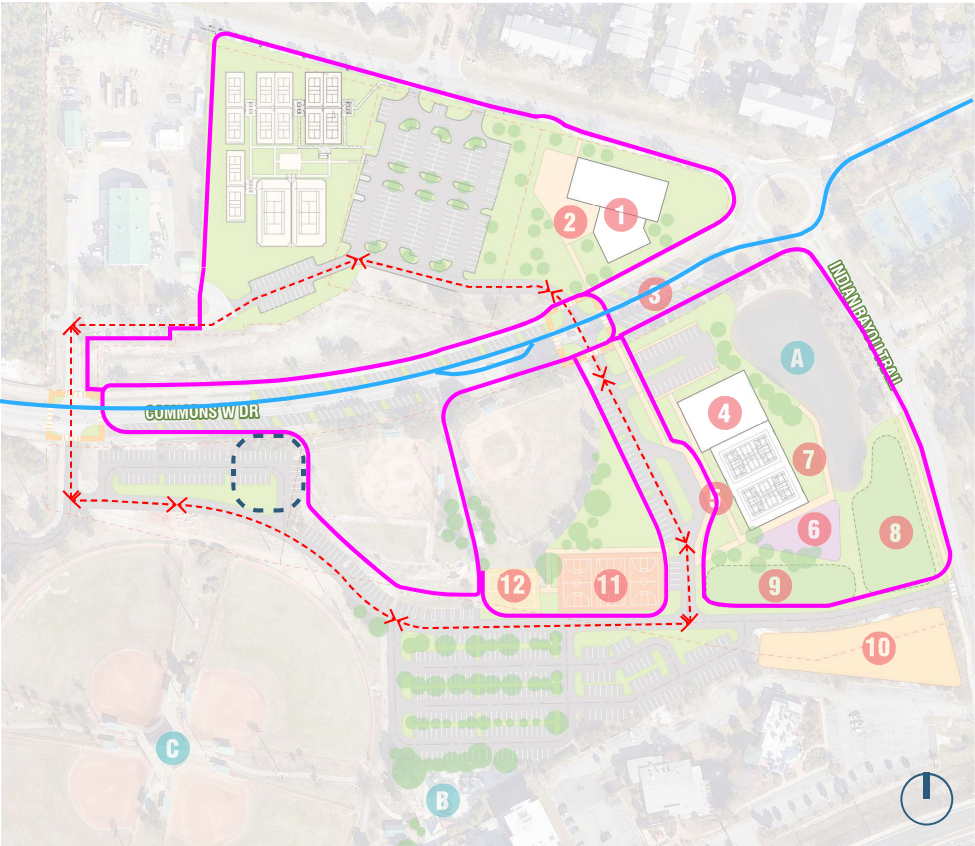
- A** Lake
- B** Renovated Playground
- C** Morgan Sports Center

PLAN COMPONENTS

- 1** City Hall
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- 6** Children's Playground
- 7** Picnic Shelters
- 8** Large dog area
- 9** Small dog area
- 10** Skatepark
- 11** Outdoor basketball courts
- 12** Sand volleyball courts

A Unified Civic and Community Campus: The central objective is to develop a cohesive setting in which government operations and community programming coexist seamlessly, reflecting both New Urbanist and Landscape Urbanist principles.

CONNECTIVITY NETWORK



- Pedestrian
- - - - - Food Truck Parking
- < - - - - - > Vehicular
- Bus Route

Enhanced Circulation and Safety: A more pedestrian- and cyclist-friendly environment is a core element of the Morgan Sports Complex campus design:

Looped System Connecting North and South: A revised roadway layout and clearly marked pedestrian paths allow staff and visitors to circulate safely between the new City Hall and the Community Center. Maintaining consistent signage, adequate lighting, and accessible routes ensures seamless transitions between buildings.

Traffic-Calming Measures on Commons Drive W: Strategically placed speed tables, landscaped medians, or raised crosswalks help slow vehicular traffic and protect non-motorized travelers. Off-street parking areas reduce congestion along the main thoroughfare, decreasing conflict points for drivers, walkers, and cyclists.

Green Infrastructure and Streetscapes: Incorporating native trees, bioswales, and permeable pavements provides ecological benefits and enhances the overall aesthetic. Such elements reinforce sustainably-focused principles by handling stormwater naturally and creating a healthier microclimate for users.

MORGAN CIVIC & RECREATIONAL COMPLEX

CITY HALL / COMMUNITY CENTER

ARCHITECTURAL CHARACTER: FLORIDA VERNACULAR AND ECLECTIC STYLING

Design plans emphasize a Florida Vernacular aesthetic enriched by Eclectic elements, uniting tradition with modern flair:

Ties to Cultural Heritage

Traditional features—such as deep porches, pitched roofs, and exposed rafters—reference Destin's maritime roots. Subtle nods to fish camp or coastal cottage motifs serve as reminders of the city's historical identity.

Forward-Thinking Adaptability

Contemporary materials and design details—like metal roofing or minimalist glass walls—reflect Destin's aspirations for a sustainable and future-oriented civic complex. This blend of old and new underscores the city's evolution from a small fishing village to a thriving coastal destination.

PROGRAMMING FOR YEAR-ROUND ENGAGEMENT

The new Community Center expands Destin's capacity to host events of varying sizes and purposes:

Indoor and Outdoor Versatility

Multi-purpose rooms, meeting halls, and landscaped courtyards allow for everything from large-scale festivals and sports tournaments to more intimate family gatherings. Scheduling multiple events simultaneously will accommodate different community interests, maximizing participation and resource use.

Social and Educational Opportunities

Beyond recreational programming, the center can also accommodate workshops, cultural exhibits, and after-school activities. Promoting interactive learning and community-building honors the New Urbanist ideal of fostering social cohesion through well-designed, communal spaces.

COMMUNITY ENGAGEMENT STRATEGIES

Throughout implementation, ongoing outreach will ensure that residents, local businesses, and community leaders remain active participants:

Public Workshops and Open Houses:

Regular events to gather feedback on design refinements, scheduling of new facility openings, and operational details.

Collaborations with Historical Societies and Cultural Organizations:

Partnerships that strengthen programming—e.g., joint festivals, exhibitions, and interpretive signage.

Youth Involvement:

Involving student ambassadors in the planning and design process fosters early ownership and ensures facilities cater to emerging generational needs.





CITY HALL



CITY HALL AND CHAMBER

Civic Core for Municipal Services: New City Hall on the North Side of Commons Drive W. Housing critical departments under one roof reduces inefficiencies caused by physical fragmentation. By locating these offices near each other, staff can more easily collaborate on planning, permitting, and administrative tasks, while residents can access multiple services in one trip.



NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION





COMMUNITY CENTER



COMMUNITY CENTER

Multigenerational Community Center: Community Center on the South Side of Commons Drive W. Featuring ample indoor and outdoor space, the center will support a wide range of activities—from youth sports and senior programs to art classes and community workshops. This arrangement not only meets present-day needs but also adapts readily to future demands as Destin’s population grows and diversifies.



NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



VISIONING MASTER PLAN COST ESTIMATE

COST - Fishing Village

ARCHITECTURAL COMPONENTS		
• NEW DESTIN HISTORY AND FISHING MUSEUM +/- 6,250 SF	\$	3,125,000.00
• BAIT AND TACKLE GIFT SHOP +/- 1,000 SF	\$	400,000.00
• FISH CAMP REPLICA +/- 500 SF	\$	200,000.00
• RELOCATE ORIGINAL POST OFFICE	\$	75,000.00
• DESTIN HOME REPLICA +/- 500 SF	\$	200,000.00
• DESTIN SCHOOL REPLICA +/- 1,460 SF	\$	584,000.00
• 300 SPACE PARKING GARAGE	\$	11,250,000.00
SUB-TOTAL	\$	15,834,000.00
CONTINGENCY	\$	3,166,800.00
TOTAL	\$	19,000,800.00
GRAND TOTAL	\$	22,456,200.00

SITE IMPROVEMENTS, ENGINEERING, ETC.		
• SITE PREP	\$	43,000.00
• WALKWAYS AND OPEN SPACE	\$	215,000.00
• LANDSCAPING	\$	600,000.00
• PLACE-MAKING	\$	850,000.00
• IMPROVED STREETScape	\$	950,000.00
SUB-TOTAL	\$	2,658,000.00
CONTINGENCY	\$	797,400.00
TOTAL	\$	3,455,400.00

COST - Morgan Civic & Recreational Complex

ARCHITECTURAL COMPONENTS		SITE IMPROVEMENTS, ENGINEERING, ETC.	
• CITY HALL +/- 30,000 SF	\$ 12,000,000.00	• CITY HALL PARKING LOT	\$ 150,000.00
• COMMUNITY CENTER +/- 40,000 SF	\$ 16,000,000.00	• CITY HALL SITE PREP	\$ 51,000.00
		• CITY HALL WALKWAYS AND OPEN SPACE	\$ 150,000.00
SUBTOTAL	\$ 28,000,000.00	• CITY HALL LANDSCAPING	\$ 255,000.00
CONTINGENCY	\$ 4,200,000.00	• CITY HALL PLACE-MAKING	\$ 850,000.00
TOTAL	\$ 32,200,000.00	• CC SITE PREP	\$ 60,000.00
		• CC WALKWAYS AND OPEN SPACE	\$ 115,000.00
		• CC LANDSCAPING	\$ 195,000.00
		• CC PLACE-MAKING	\$ 632,000.00
		• CC PLAYGROUND	\$ 600,000.00
		• CC NEW PLAY COURTS	\$ 22,000.00
		• CC FITNESS AREAS	\$ 35,000.00
		• PARK SKATE PARK	\$ 2,000,000.00
		• PARK NEW PARKING AREAS	\$ 630,000.00
		• PARK NEW FOOD TRUCK PARKING	\$ 420,000.00
		• PW WALKWAYS AND CONNECTIVITY	\$ 85,000.00
		• IMPROVED COMMONS DRIVE	\$ 2,100,000.00
		SUB-TOTAL	\$ 8,350,000.00
		CONTINGENCY	\$ 2,450,000.00
GRAND TOTAL	\$ 43,000,000.00	TOTAL	\$ 10,800,000.00



FINAL STEPS

06



FINAL STEPS

The final stage of the Vision Plan provides a clear path forward for phased construction, department relocations, and future studies to ensure a smooth transition into Destin's new civic and community spaces. Implementing these steps in an orderly sequence will help minimize disruptions, maintain continuity in public services, and uphold the City's commitment to efficient, resident-centered operations.

A PHASED IMPLEMENTATION STRATEGY

1A TEMPORARY RELOCATION

2 RELOCATION & CONSTRUCTION

1B OCCUPATION OF NEW CITY HALL

3 COMPLETION & OCCUPANCY

B RECOMMENDATIONS FOR ADDITIONAL STUDIES

1 FEDERAL, STATE, AND LOCAL GRANTS

3 STAKEHOLDER ENGAGEMENT

2 PUBLIC-PRIVATE PARTNERSHIPS

FINAL STEPS

A PHASED IMPLEMENTATION STRATEGY

1A

TEMPORARY RELOCATION AND DEMOLITION

City Staff Move to Temporary Trailer Offices

Before construction begins, existing City Hall personnel will relocate to temporary trailer offices. This ensures uninterrupted service and accommodates ongoing administrative functions during demolition.

Demolition of Existing City Hall and Annex

Once vacated, the outdated City Hall and its annex can be demolished, clearing space for the new Community Center (at the current City Hall site) and the new City Hall (on the annex site). This coordinated approach reduces overall project timelines and concentrates construction activity in a single phase.

1B

OCCUPATION OF NEW CITY HALL

City Staff Transition

Following construction and final inspections, staff currently in temporary offices will relocate to the new City Hall. The updated facility will promote cross-departmental collaboration and provide the public with more convenient, centralized services.

2

COMMUNITY CENTER RELOCATION AND FISHING VILLAGE CONSTRUCTION

Vacating the Existing Community Center in the Harbor CRA

Once the new Community Center at the Morgan Sports Complex is ready, staff and programming from the old Harbor CRA site will transition to the new facility.

Demolition of Harbor CRA Community Center

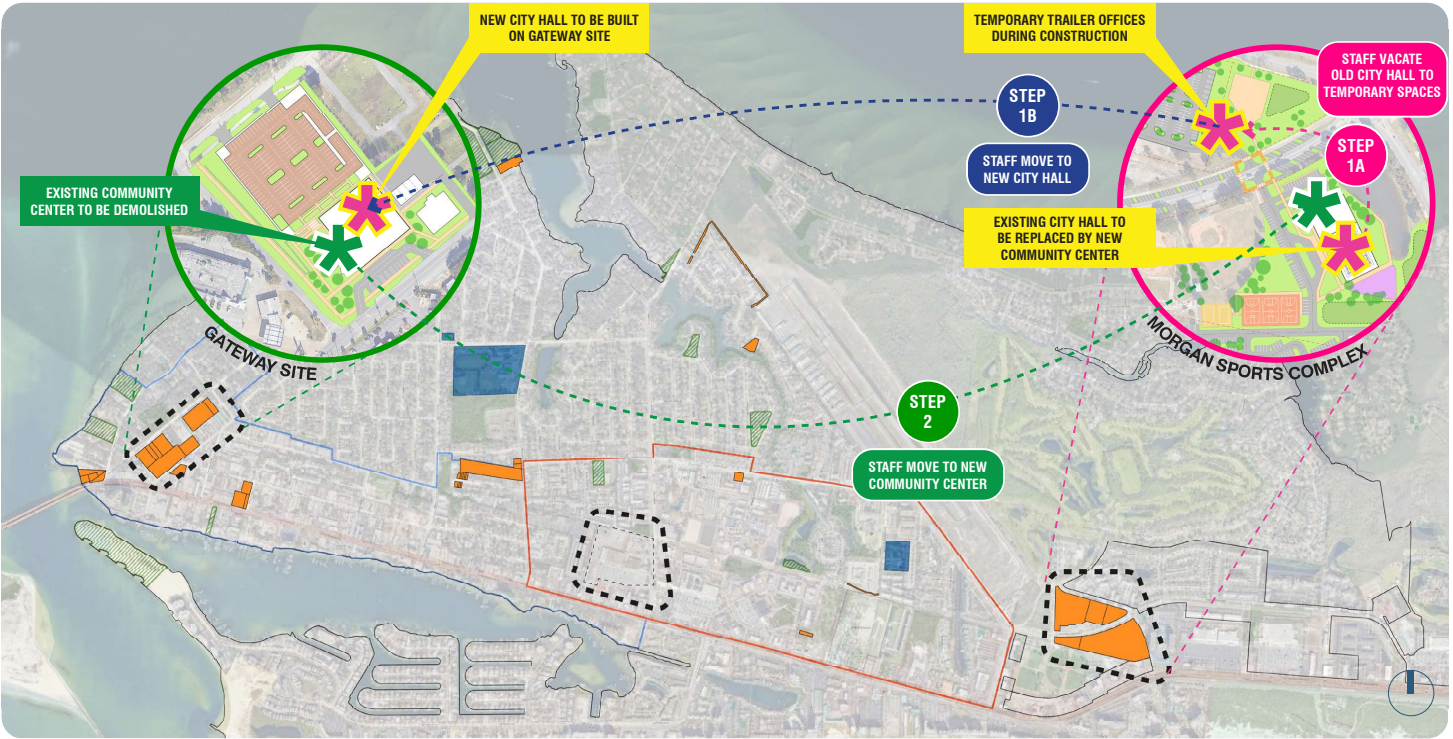
Demolishing the outdated building frees up space for the Fishing Village concept, a historically inspired development that enhances Destin's cultural identity and fosters unique event programming.

3

FINAL COMPLETION AND OCCUPANCY

All Facilities Operational

When construction and site improvements conclude, both the City Hall and Community Center at the Morgan Sports Complex—and the new Fishing Village in the Harbor CRA—will be fully open to the public. Residents will enjoy updated civic amenities and cultural attractions, enabling Destin to realize its broader Vision Plan.



PHASED IMPLEMENTATION

FINAL STEPS

B RECOMMENDATIONS FOR ADDITIONAL STUDIES

1

FEDERAL, STATE, AND LOCAL GRANTS

Identifying specialized funding sources, such as Federal Highway Administration (FHWA) grants for pedestrian or green infrastructure, or historic preservation grants for cultural site development, can ease the financial burden on local budgets.

2

PUBLIC-PRIVATE PARTNERSHIPS (P3S)

Collaborations with private investors, developers, or philanthropic organizations may expand the City's capacity to fund larger capital projects—such as structured parking or museum expansions—while preserving the public benefit.

3

ONGOING STAKEHOLDER ENGAGEMENT

Confirming community support through workshops and meetings strengthens grant applications and negotiations with potential partners, demonstrating that projects align with public goals and local priorities.







CONCLUSION

OVERVIEW

These next steps position Destin for a smooth transition into modern, culturally enriched civic spaces while maintaining consistent delivery of municipal services. A phased implementation—complemented by targeted funding strategies—ensures that Destin can integrate good planning and design principles into each stage of development. By thoughtfully sequencing demolition, construction, and relocations, the City minimizes disruption, secures public trust, and sets the stage for a more vibrant, walkable, and historically resonant future.







APPENDICES

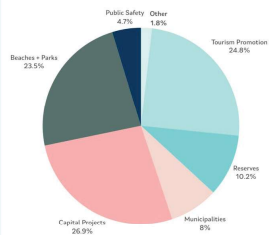
05



APPENDIX - A

DUE DILIGENCE

REINVESTING TO RECREATE



WELCOME CENTER DATA

18,561

Visitor Interactions

Welcome Center - 10,330
Airport - 8,231

49

States

+ District of Columbia

18 Countries

Australia	Czech Republic	Grand Cayman	Slovenia
Belarus	Denmark	Islands	Taiwan
Belgium	England	Honduras	Wales
Canada	France	Italy	Zimbabwe
Columbia	Germany	South Korea	

[illegible][illegible][illegible]

Zero-Density Experiment: INST

[illegible]

CONDITIONAL USES:

Consent/Refusal (100%)		
Dwelling (Yes)	None	
Interviews (at home/office/other)	None	
Maximum Latency	None	
	Diagnosis	
Interviews (including telephone)	10-15 (range)	
	Power	
Methods	None	
	None	
	None	
Maximum sample (per month)	N/A	

Features:

For more information please contact:
Community Development Department
Planning Division
AND Indian Wyo. Blvd., Dallas, TX 75204
Phone: (214) 634-2129
www.ci.dallas.tx.us

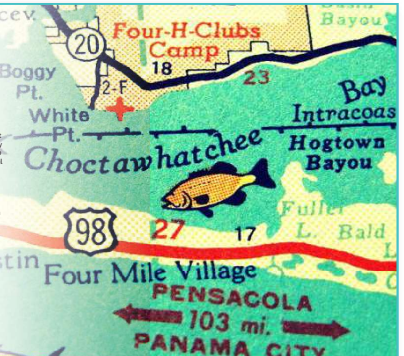
ZENOITRON FACTORY CORP.

City of Destin Planning Areas and Sub-areas



Community Redevelopment Areas

- The City of Destin has two Community Redevelopment Areas (CRAs), created to alleviate conditions of blight by reinvesting TIF (Tax Incremental Financing) monies into these areas. CRAs are one of the few tools that a local government can use to encourage new business and redevelopment, invest in infrastructure improvements and rebuild blighted areas. They are a popular and effective redevelopment tool, used in 44 states across the country, and are essential for communities like Destin, which boasts one of the lowest millage rates in the state for a coastal city of its size.
- The two CRA areas in the City of Destin encompass the **Town Center**, located north of US-98 between Airport Road and Beach Drive, and the **Historic Harbor**, including waterfront from the east end of the unique Destin Harbor to the Choctawhatchee Bay, approximately 1,000 feet north of the Marler Bridge.

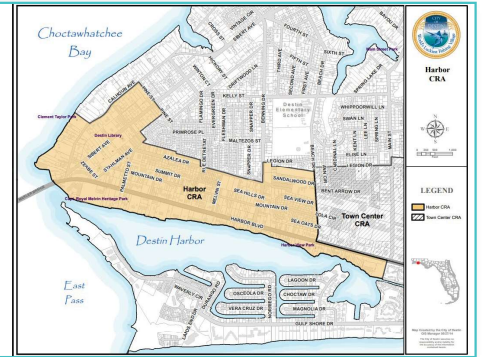


Harbor CRA

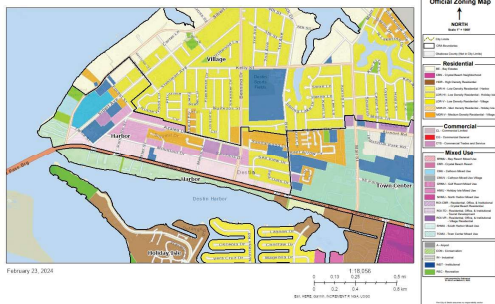
- The Harbor Community Redevelopment Area, encompassing approximately 397 acres, was established by Resolution on June 3, 2003, with a 40 year term that expires on June 3, 2043. It was modified by the terms of an Interlocal Agreement between the City of Destin and Okaloosa County on November 7, 2005, and approved by the Okaloosa County Board of County Commissioners on November 15, 2005. The term of the Redevelopment Area is not renewable without the approval of the County.
- The Harbor Redevelopment Plan identifies approximately \$70 million dollars worth of capital improvements. Tax increment pledged to bond repayment has been used to help fund several projects identified in the plan, including the following:
 - Mountain Drive reconstruction from Stahlman Avenue to Benning Drive, including substantial stormwater improvements, multi-modal enhancements and limited conversion of overhead to underground utilities.
 - Harler Street parking lot site acquisition and construction
 - Harbor Boardwalk phase I (design and construction)
 - Captain Royal Melvin Heritage Park and Plaza site acquisition and design
- Challenges
 - Continue to implement pedestrian mobility, streetscape and safety improvements
 - Support undergrounding of overhead utilities within the district
 - Find a safe way to conduct pedestrians from the North side of HWY 98 to the South side for all Harbor District businesses to benefit
 - Cashflow is a challenge for this district. With the purchase of 1 Harbor Boulevard (at the Marler Bridge), all of the annual TIF revenues will be transferred out to debt service funds through FY2029.



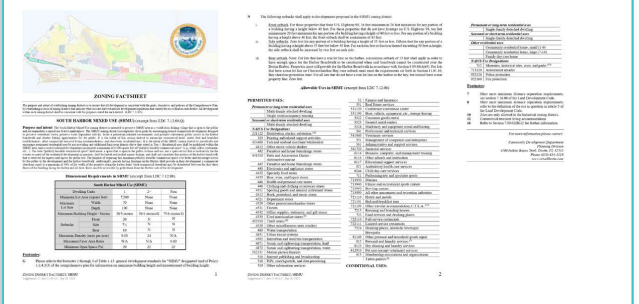
Harbor CRA



Harbor CRA Zoning Map



Zoning Factsheet South Harbor Mixed Use



- The Town Center Community Redevelopment Area, comprising approximately 177 acres, was established by Resolution on March 3, 1998, with a 30 year term that expires on March 3, 2028. The area is bounded north of US 98, and bounded substantially by Airport Road to the east and north, and Beach Drive on the west.
- The first portion of the project included reconstruction of Main Street from US 98 to Airport Road, and reconstruction of Legion Drive from Main Street to Beach Drive including associated stormwater improvements, traffic signaling, multi-modal and landscaping enhancements, and conversion of overhead to underground utilities. A second phase of the project reconstructed Airport Road from the Main Street area to U.S. Highway 98, including stormwater improvements, multi-modal enhancements and traffic signaling improvements.
- Challenges
 - Promote the renovation of commercial properties that will increase the overall property values in the CRA.
 - Obtain participation from property owners and businesses in further beautification of the Town Center CRA.
 - Promote development within the CRA.

[illegible][illegible]

Zoning Factsheet Town Center Mixed Use

PROPOSED PROJECT:

Project Name: **Town Center Mixed Use**

Project Location: **1000 La Jolla Village Drive, Suite 100**

Project Owner: **San Diego State University**

Project Description: **Proposed development of a new building for the San Diego State University, located at 1000 La Jolla Village Drive, Suite 100. The building will be a multi-story structure with a mix of office, retail, and residential space.**

PROJECT SUMMARY:

Project Name: **Town Center Mixed Use**

Project Location: **1000 La Jolla Village Drive, Suite 100**

Project Owner: **San Diego State University**

Project Description: **Proposed development of a new building for the San Diego State University, located at 1000 La Jolla Village Drive, Suite 100. The building will be a multi-story structure with a mix of office, retail, and residential space.**

PROJECT LOCATION:

The project is located at 1000 La Jolla Village Drive, Suite 100, in the Town Center area of San Diego. The site is currently zoned **Town Center Mixed Use**.

PROJECT DESCRIPTION:

The proposed development is a multi-story building with a mix of office, retail, and residential space. The building will be approximately 100,000 square feet in size and will include a mix of uses, including office space, retail space, and residential units.

PROJECT IMPACTS:

The proposed development is expected to have a positive impact on the local economy and community. It will create new jobs and provide a mix of housing options for the community.

PROJECT BENEFITS:

The proposed development will provide a mix of housing options for the community, including affordable housing units. It will also provide a mix of office and retail space, which will help to revitalize the local economy.

PROJECT CHALLENGES:

The proposed development may face some challenges, including potential opposition from local residents and businesses. However, the project is expected to be a net benefit to the community.

PROJECT NEXT STEPS:

The next steps in the project are to obtain the necessary permits and approvals from the local government. The project owner is currently working on the zoning application and the environmental impact statement.

[illegible]

City of Destin Bicycle Facilities

**Map 8-7
Bicycle Facilities**
Last Updated: August 2018

- Multi-Use Trail
- Dedicated Bike Lane
- Shared Lane
- Multi-Use Path
- Multi-Use Trail
- Multi-Use Path
- Multi-Use Trail
- Multi-Use Path
- Multi-Use Trail
- Multi-Use Path
- Multi-Use Trail
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- Multi-Use Path

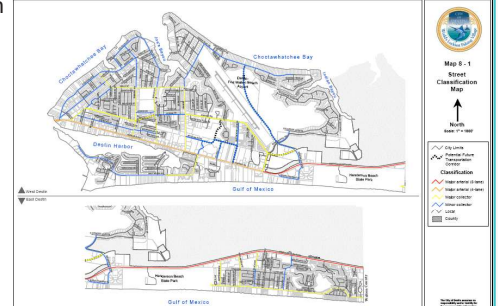
Scale: 0 to 1/2 mile

Source: City of Destin, Florida

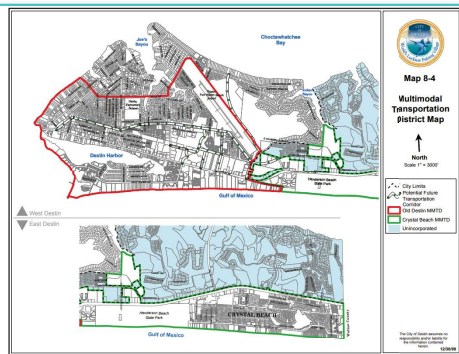
City of Destin
Transit Routes Map



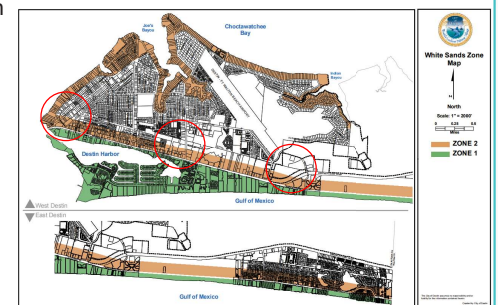
City of Destin
Streets Map



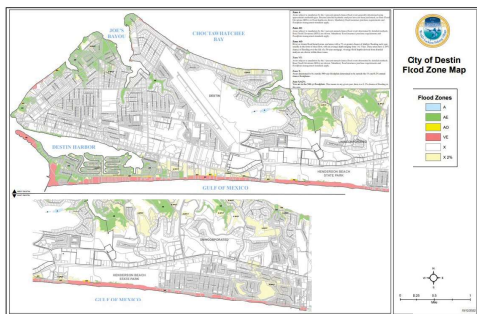
City of Destin
MMTD Map



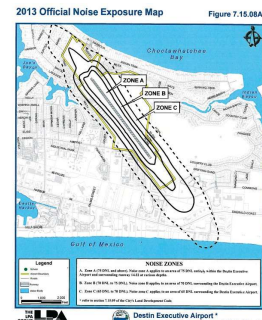
City of Destin
White Sand Map



City of Destin
Flood Zone Map



City of Destin
Noise Exposure Map



Future Feasibility Project-Proposed Solutions Demographics SR 30 (US98) Harbor Boulevard From CR 30A (Calhoun Avenue) to Airport Road

Crash Type	No-Build	Four-Lane Access Management	Six-Lane Access Management
Total	130.7	157.8 (9%)	147.8 (13.7%)
Fatal/Injury	63.1	57.8 (9%)	70.9 (12.4%)
Property Damage Only	107.6	99.4 (9%)	76.4 (29.0%)

Note: Crash Rate is expressed as crashes per year. Percentages indicate the difference from the No-Build condition.

Peak	US 98 Extents	No-Build	4-Lane Access Management	6-Lane Access Management
Midday	Eastbound:			
	5 miles west of Stahlman Ave to Airport Rd	1:25:45	1:15:34 (0:49:36 (0:11:11))	0:49:36 (0:37:09)
	Westbound:			
PM	5 miles west of Airport Rd to Calhoun Ave	1:22:25	1:03:49 (0:16:36) (0:44:21)	0:36:04 (0:44:21)
	Eastbound:			
	5 miles west of Stahlman Ave to Airport Rd	0:47:44	0:53:25 (0:05:41)	0:32:44 (0:15:00)
Westbound:	5 miles west of Airport Rd to Calhoun Ave	0:55:16	0:44:57 (0:10:20) (0:11:32)	0:43:45

* Values in parenthesis indicate travel time savings when compared to the No-Build Alternative

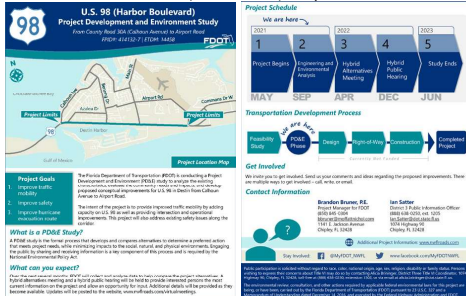
Evaluation Criteria	No-Build	Alternatives Considered Four-Lane Access Management Social and Economic Resources	Six-Lane Access Management
Number of Parcels Impacted	0	0	43
Number of Community Total Points Impacted	0	0	2
Average Impacted	0	0	4.2
Estimated Business Relocations	0	0	18
Estimated Access Impacted	0	0	6
NHSP Eligible Buildings Potentially Impacted	0	0	0
NHSP Eligible Resource Groups Potentially Impacted	0	0	0
NHSP Eligible Archaeological Sites Potentially Impacted	0	0	0
Wetlands Impacted (acres)	0	0	0
Critical Impacted (acres)	0	0	0
100-year Floodplain Impacted (acres)	0	0	0
Estimated Design Cost	\$0	\$11.5	\$7.3
Estimated Right-of-Way Cost	\$0	\$10.8	\$10.8
Estimated Construction Cost	\$0	\$3.8	\$48.4
Total Project Cost	\$0	\$26.1	\$66.5

Future Feasibility Project SR 30 (US98) Harbor Boulevard From CR 30A (Calhoun Avenue) to Airport Road

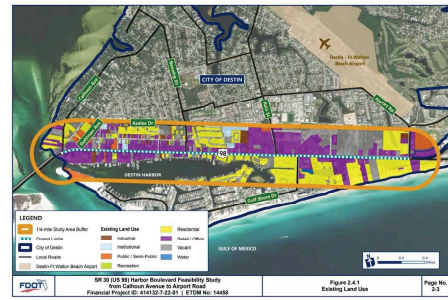
The purpose of this project is to improve traffic mobility on US 98, provide intersection and operational improvements to facilitate the movement of residential and tourists travelling through the City of Destin along Florida's coastal region. The project also addresses safety issues.



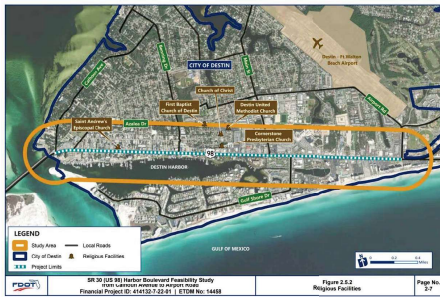
Future Feasibility Project SR 30 (US98) Harbor Boulevard From CR 30A (Calhoun Avenue) to Airport Road



Future Feasibility Project-Existing Land Use SR 30 (US98) Harbor Boulevard From CR 30A (Calhoun Avenue) to Airport Road



Future Feasibility Project-Existing Religious Facilities SR 30 (US98) Harbor Boulevard From CR 30A (Calhoun Avenue) to Airport Road

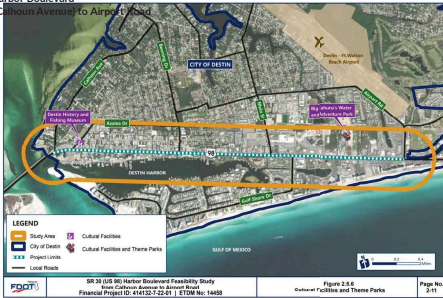


Future Feasibility Project-Existing Government Healthcare Facilities SR 30 (US98) Harbor Boulevard From CR 30A (Calhoun Avenue) to Airport Road



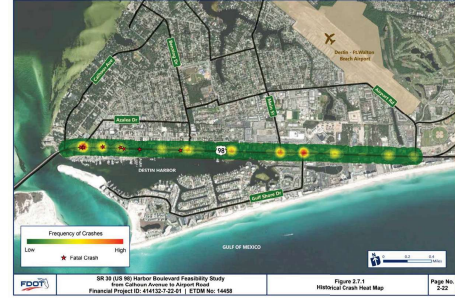
Future Feasibility Project-Existing Cultural Facilities and Theme Parks

SR 30 (US98) Harbor Boulevard
From CR 30A (Calhoun Avenue) to Airport Road



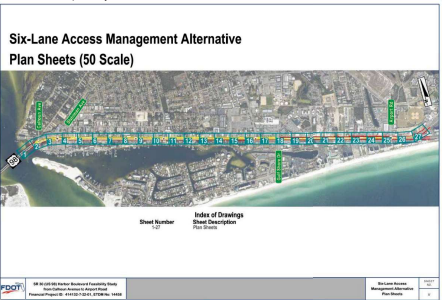
Future Feasibility Project-Historical Crash Heat Map

SR 30 (US98) Harbor Boulevard
From CR 30A (Calhoun Avenue) to Airport Road



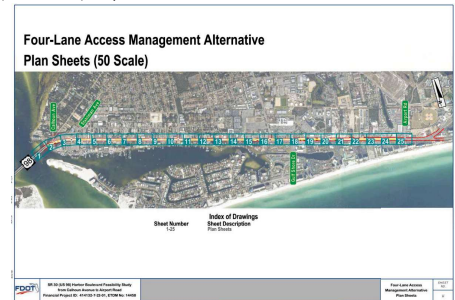
Future Feasibility Project-Proposed Solution 1

SR 30 (US98) Harbor Boulevard
From CR 30A (Calhoun Avenue) to Airport Road



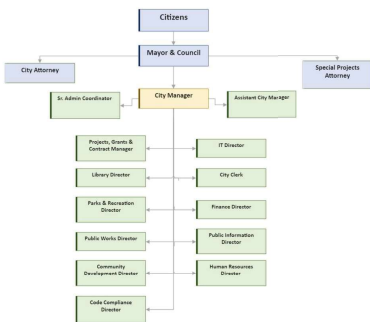
Future Feasibility Project-Proposed Solution 2

SR 30 (US98) Harbor Boulevard
From CR 30A (Calhoun Avenue) to Airport Road



City of Destin Organizational Chart

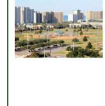
October 3, 2023
PP 24



Facilities/ Parks

- The Parks and Recreation Department maintains and operates 31 properties including:
- 3 indoor facilities
- 3 sports complexes
- 5 boat ramps
- 12 public beach access points
- Rental pavilions

Morgan Sports Center



Description
The Morgan Sports Center is a 2.5 million square foot facility located in the heart of the city. It is a multi-purpose facility that can be used for a variety of sports and events. The facility includes a large indoor arena, a gymnasium, and a pool. It is also home to the Destin Community Center.

Destin Community Center



Description
The Destin Community Center is a 100,000 square foot facility located in the heart of the city. It is a multi-purpose facility that can be used for a variety of sports and events. The facility includes a large indoor arena, a gymnasium, and a pool. It is also home to the Destin Community Center.

Buck Destin Park



Description
Buck Destin Park is a 100-acre park located in the heart of the city. It is a multi-purpose facility that can be used for a variety of sports and events. The facility includes a large indoor arena, a gymnasium, and a pool. It is also home to the Destin Community Center.

Destin Sports Complex



Description
The Destin Sports Complex is a 100,000 square foot facility located in the heart of the city. It is a multi-purpose facility that can be used for a variety of sports and events. The facility includes a large indoor arena, a gymnasium, and a pool. It is also home to the Destin Community Center.



City of Destin Facilities/Parks Map

City of Destin

Public Beach Parks and Trails

Map

Heritage Point Beach Park
9.7 acres
0.87 miles shoreline
27 Parking Spaces

John White Duckie Beach Park
6.25 acres
0.43 miles shoreline
70 Parking Spaces

Short at Crystal Beach Park
0.81 acres
0.01 miles shoreline
(Littered Parking)

Henderson Beach State Park (Duffy Fee)
21.6 acres
1.22 miles shoreline
300 Parking Spaces

Jensen Lea Park
4.8 acres
1.64 miles shoreline
160 Parking Spaces

Destin Trail
Crystal River Trail
John White Duckie Trail
Heritage Point Trail
Jensen Lea Trail

Destin
Crystal River
Gulf of Mexico
Destin Bay
Crystal River Bay
John White Duckie Bay
Heritage Point Bay
Jensen Lea Bay

Highway 90
Highway 30
Highway 190
Highway 290
Highway 390
Highway 490
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City Sports Events/ Programs					
Youth Sports League Information 2023-2024					
Event	Age	Registration	League Begins	Fees	Schedule
Baseball League	5-8	October 9 th - October 27 th 2023	November November Grove December	\$235/50 \$235/50 \$235/50	
Boys Flag Football	5-8	September 29 th - October 15, 2023	November 2023	\$75/50/50	Grove Schedule Pleasant Hill Short Grove Schedule
Boys Flag Football Overseas	5-8	June 30 th - July 7 th , 2023	August 2024	\$65/50	Grove Schedule Pleasant Hill Short
Boys Spring Soccer	5-8	March - March 15, 2024	Placeholder Start April 1 st Comes Start April 9 th	\$25/50 \$25/50	Boys with Short Schedule Flag Football
Boys Tennis Pleasant	7-12	May 5 - May 19, 2023	Placeholder: July 24 th - Grove August 28 th	\$105/50	

Adult Sports League Information 2023-2024					
Sport	League Begins	Team Fee	Individual Fees (Player Fee)	Schedule/Standings (Player Fee)	
Adult Softball	September 10, 2023	\$475	\$65/50	Open/Close Schedule Schedule Standings	
Men's Softball	TBA	\$200	\$25/50	Schedule Standings	
Adult Flag Football	Registration: TBA First Game: TBA		\$25/50		
Adult Football	Registration: TBA First Game: TBA	\$100	\$25/50	Sponsoring Form	
Adult Soccer	Custom Meeting TBA First Game: TBA "We Do The Community, Canteen"				

Senior Program Information 2024					
Monthly Activities					
Chair Exercise	Lunch Socials				
Bridge	Minors at Community Center				
Book Club	Facebook				
Bridge	Flirting Flirting				
Golf	Poker				
Real Estate					
Walking Club	Billiards				

Senior Events Calendar																																																																																																																							
"BUCK" DESTIN SENIOR CENTER 724 LEBRON DRIVE Trussburg, NY 14885-2747 seniorcity@cityofdestin.com			City of Destin Recreation Department 724 LEBRON DRIVE Trussburg, NY 14885-2747 seniorcity@cityofdestin.com		www.cityofdestin.com																																																																																																																		
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left;">MONDAY</th> <th colspan="2" style="text-align: left;">TUESDAY</th> <th colspan="2" style="text-align: left;">WEDNESDAY</th> <th colspan="2" style="text-align: left;">THURSDAY</th> <th colspan="2" style="text-align: left;">FRIDAY</th> </tr> </thead> <tbody> <tr> <td style="width: 15%;"></td> <td style="width: 15%;">Bills and every Tuesday 9:00-11:00 YAHITZEE</td> <td style="width: 15%;"></td> <td style="width: 15%;">Billiards every Tuesday 9:00-11:00 YAHITZEE</td> <td style="width: 15%;"></td> <td style="width: 15%;">Karaté every Tuesday 9:00-11:00 YAHITZEE</td> <td style="width: 15%;"></td> <td style="width: 15%;">Karaté every Tuesday 9:00-11:00 YAHITZEE</td> <td style="width: 15%;"></td> <td style="width: 15%;">Karaté every Tuesday 9:00-11:00 YAHITZEE</td> </tr> <tr> <td colspan="2">Chair Fitness 3:00pm</td> <td colspan="2">Chair Fitness 3:00pm</td> <td colspan="2">Chair Fitness 3:00pm</td> <td colspan="2">Chair Fitness 3:00pm</td> <td colspan="2">Chair Fitness 3:00pm</td> </tr> <tr> <td colspan="2">Chair Fitness 12:00pm</td> <td colspan="2">Chair Fitness 12:00pm</td> <td colspan="2">Chair Fitness 12:00pm</td> <td colspan="2">Chair Fitness 12:00pm</td> <td colspan="2">Chair Fitness 12:00pm</td> </tr> <tr> <td colspan="2">FLY FISHING 9PM</td> <td colspan="2">FLY FISHING 9PM</td> <td colspan="2">FLY FISHING 9PM</td> <td colspan="2">FLY FISHING 9PM</td> <td colspan="2">FLY FISHING 9PM</td> </tr> <tr> <td colspan="2">Chair Fitness 10AM</td> <td colspan="2">Chair Fitness 10AM</td> <td colspan="2">Chair Fitness 10AM</td> <td colspan="2">Chair Fitness 10AM</td> <td colspan="2">Chair Fitness 10AM</td> </tr> <tr> <td colspan="2">Party Bridge 12:30-4PM</td> <td colspan="2">Party Bridge 12:30-4PM</td> <td colspan="2">Party Bridge 12:30-4PM</td> <td colspan="2">Party Bridge 12:30-4PM</td> <td colspan="2">Party Bridge 12:30-4PM</td> </tr> <tr> <td colspan="2">Billiards 9am</td> <td colspan="2">Billiards 9am</td> <td colspan="2">Billiards 9am</td> <td colspan="2">Billiards 9am</td> <td colspan="2">Billiards 9am</td> </tr> <tr> <td colspan="2">Party Bridge 12:30-4PM</td> <td colspan="2">Party Bridge 12:30-4PM</td> <td colspan="2">Party Bridge 12:30-4PM</td> <td colspan="2">Party Bridge 12:30-4PM</td> <td colspan="2">Party Bridge 12:30-4PM</td> </tr> <tr> <td colspan="2">Chair Fitness 10am</td> <td colspan="2">Chair Fitness 10am</td> <td colspan="2">Chair Fitness 10am</td> <td colspan="2">Chair Fitness 10am</td> <td colspan="2">Chair Fitness 10am</td> </tr> <tr> <td colspan="2">Party Bridge 12:30-4PM</td> <td colspan="2">Party Bridge 12:30-4PM</td> <td colspan="2">Party Bridge 12:30-4PM</td> <td colspan="2">Party Bridge 12:30-4PM</td> <td colspan="2">Party Bridge 12:30-4PM</td> </tr> </tbody> </table>										MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY			Bills and every Tuesday 9:00-11:00 YAHITZEE		Billiards every Tuesday 9:00-11:00 YAHITZEE		Karaté every Tuesday 9:00-11:00 YAHITZEE		Karaté every Tuesday 9:00-11:00 YAHITZEE		Karaté every Tuesday 9:00-11:00 YAHITZEE	Chair Fitness 3:00pm		Chair Fitness 3:00pm		Chair Fitness 3:00pm		Chair Fitness 3:00pm		Chair Fitness 3:00pm		Chair Fitness 12:00pm		Chair Fitness 12:00pm		Chair Fitness 12:00pm		Chair Fitness 12:00pm		Chair Fitness 12:00pm		FLY FISHING 9PM		FLY FISHING 9PM		FLY FISHING 9PM		FLY FISHING 9PM		FLY FISHING 9PM		Chair Fitness 10AM		Chair Fitness 10AM		Chair Fitness 10AM		Chair Fitness 10AM		Chair Fitness 10AM		Party Bridge 12:30-4PM		Party Bridge 12:30-4PM		Party Bridge 12:30-4PM		Party Bridge 12:30-4PM		Party Bridge 12:30-4PM		Billiards 9am		Billiards 9am		Billiards 9am		Billiards 9am		Billiards 9am		Party Bridge 12:30-4PM		Party Bridge 12:30-4PM		Party Bridge 12:30-4PM		Party Bridge 12:30-4PM		Party Bridge 12:30-4PM		Chair Fitness 10am		Chair Fitness 10am		Chair Fitness 10am		Chair Fitness 10am		Chair Fitness 10am		Party Bridge 12:30-4PM		Party Bridge 12:30-4PM		Party Bridge 12:30-4PM		Party Bridge 12:30-4PM		Party Bridge 12:30-4PM	
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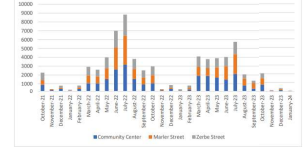
City of Destin
Parks and Recreation
Programs

Adult Core Softball	September 19, 2023	
Youth Football League	October 19, 2023 - 2023	
Youth Flag Football	September 29, 2023 - October 2023	
Destin Dolphins Cheerleading	June 18-July 7th, 2023	
Youth Soccer League	March 1 - March 16, 2023	
Youth Tackle Football	May 5 - May 19, 2023	
Spring Craft Show	February 16 & 17, 2024	Destin Community Center
Easter Egg Hunt	March 30, 2024	Morgan Sport Center
Spring Break Camp	March 18-22, 2024	Destin Community Center
Founders' Day	May 4, 2024	Destin Community Center
Community Yard Sale	TBA	Buck Destin
Independence Bike Parade	July 2, 2024	Destin Elementary Track
Independence Day Fireworks	July 4, 2024	East Pass
Big Day	August 4, 2023	Destin Community Center
Fall Festival	October 28, 2024	Destin Community Center
Pinch Classic	November 2, 2024	Docks behind A3's Seafood
Holiday Craft Show	November 17/18, 2023	Destin Community Center
Holiday Baking Class	November 21, 8/22, 2023	Destin Community Center
Christmas Tree Lighting	November 30, 2023	Destin Community Center
Outdoor Decorating Contest	December 9-20, 2024	Cywyne
Christmas Parade (Application and Rules / Parade Map)	December 14, 2024	High 98 from Beach to Stairman

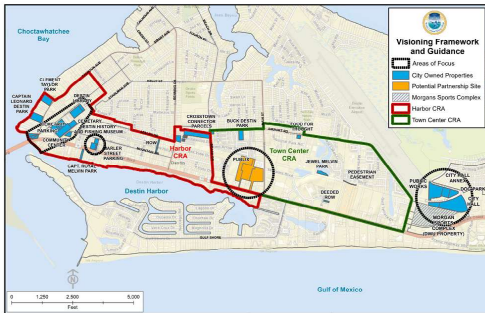
City of Destin, FL
Public Works & Emergency Management
Utilities - Harbor District FY22 thru Present

	Community Center	Market Street	Zerbe Street
October-21	198	523	846
November-21	101	281	450
December-21	264	278	253
January-22	52	40	67
February-22	213	231	211
March-22	1064	879	964
April-22	1058	789	760
May-22	1543	1218	1218
June-22	2640	2462	1899
July-22	3171	3274	2998
August-22	1974	1861	1861
September-22	924	807	800
October-22	1066	901	1015
November-22	67	88	113
December-22	277	258	327
January-23	65	50	104
February-23	209	240	209
March-23	1017	1015	1013
April-23	1901	866	1071
May-23	1712	1512	1512
June-23	1475	1514	1051
July-23	2128	2213	1914
August-23	884	808	808
September-23	710	670	670
October-23	770	739	554
November-23	58	14	13
December-23	317	127	105
January-24	34	8	40

Harbor District Parking per Month by Lot



City Owned Projects



City Owned Projects

101 Calhoun Ave. Capt. Leonard Destin Park

Owner Information

PUNZANO-CARRINE, J & 151 CALHOUN AVE #301 DESTIN, FL 32541	
Building Information	
Type	
Total Area	800
Heated Area	800
Exterior Walls	
Roof Cover	
Interior Walls	
Frame Type	
Floor Cover	
Heat	
Air Conditioning	
Bathrooms	1
Bedrooms	1
Stories	0
Actual Year Built	1973
Effective Year Built	1973



Type	Description
Gas	Cost of gas

SPR	SPR A
BAS	BSE A
CAN	CANP

CAN	CANOE
FOP	FOPN1

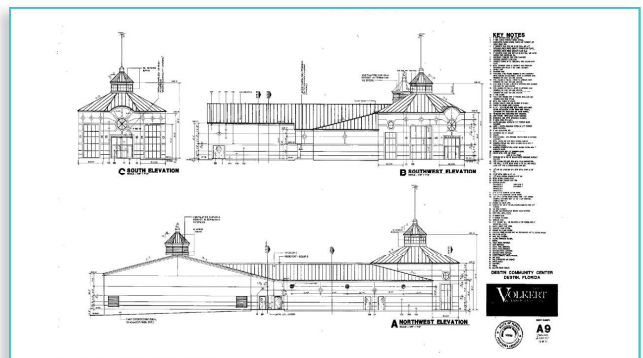
Page 10 of 10

Leonard Destin Park Overview



- ① Expedient/Expediency for Accountability
- ② Expedient/Expediency for Justice
- ③ Expedient/Expediency (What is Bickering)
- ④ Expedient/Expediency (What is Bickering)
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City Owned Projects

150 Sibert Ave. Destin Library

Owner Information

CITY OF DESTIN
400 HIGHWAY 90, SUITE 101
DESTIN, FL 32541

Land Information

Land Use	Number of Units	Unit Type	Percentage
OFFICE, GENERAL	1,000	OFF	100%

Building Information

Type	PUBLIC OFFICE
Year Began	1993
Year Completed	1993
Exterior Walls	ADHESIVE, DECORATIVE
Roof Type	ASPH/FLY
Interior Walls	EXPOSED CONCRETE
Floor Type	POSSIBLE CARPET
Windows	ALUMINUM
Doors	ALUMINUM
Architect	CHRYSLER
Architect/Engineer	CHRYSLER
Engineers	CHRYSLER
Architectural	CHRYSLER
Interior Design	CHRYSLER
Construction	CHRYSLER
Architectural	CHRYSLER
Construction	CHRYSLER

Building Area Types

Description	Sq. Footage	Total
GRASS	1,000	1,000
PAVING	1,000	1,000
CONC	1,000	1,000
CONC	1,000	1,000

Ocala County Appraiser

Overview

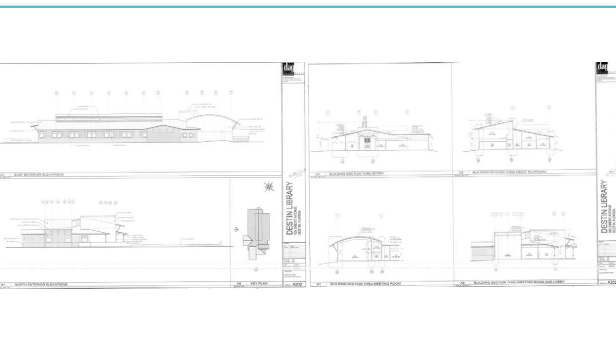
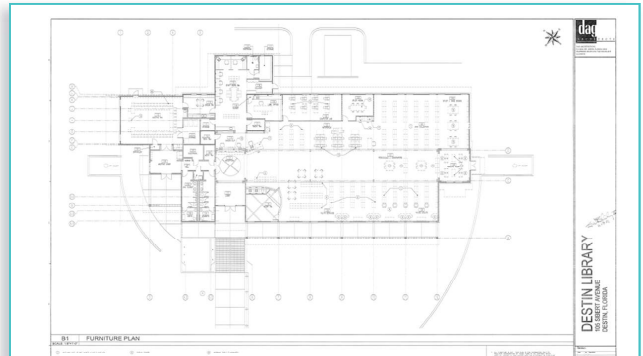
Legend

- Property
- Neighborhood
- Water
- City Limits

Destin Library Overview

The Destin Library was founded in 1940 as a volunteer-run community reading library. Housed in the Sunday school room of the First Presbyterian Church on Calhoun Avenue, the library consisted of approximately 200 volumes. The collection was largely the result of one man's generosity. Mr. Albert Fox of Synonac, NY donated the books for the express purpose of building a library in the village he would eventually call home. The library collection was housed in several different facilities over the years, after engineering the library was moved to the upper floor of the old Destin Community Center building, and then to the purpose-built library across the street at 106 Station Avenue. The Station Avenue library was expanded to include a first step to support library operations by the Friends of the Destin Library. (Old building now houses the Destin History and Fishing Museum.)

In 1989, five years after the City of Destin was incorporated as a self-governing municipality, the Destin Library was added as a department of the City government organization. The Friends of the Destin Library continue to support library programming and facility improvements. In 2002 ground was broken for the new Shoup Avenue library facility, and it was officially opened to the public on St. Patrick's Day of 2003. This 13,000 square foot facility continues to evolve, with the addition of private study rooms and a digital media lab in 2014.



City Owned Projects 206 Harbor Blvd. Capt. Royal Melvin Heritage

Okaloosa County Property Appraiser

Owner Information

CITY OF DESTIN
4000 INDIAN SHORES TRL
DESTIN, FL 32441

Land Information

Location: 206 Harbor Blvd, Destin, FL 32441

Parcel: 206 Harbor Blvd, Destin, FL 32441

Area: 0.1000 Acres

Value: \$1,200,000

Assessed: 01/01/2020

Parcel: 206 Harbor Blvd, Destin, FL 32441

Area: 0.1000 Acres

Value: \$1,200,000

Assessed: 01/01/2020

Parcel: 206 Harbor Blvd, Destin, FL 32441

Area: 0.1000 Acres

Value: \$1,200,000

Assessed: 01/01/2020

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Value: \$1,200,000

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Value: \$1,200,000

Assessed: 01/01/2020

Parcel: 206 Harbor Blvd, Destin, FL 32441

Captain Royal Melvin Heritage Park

Status: RESTORE Act Grant Funds Approved

Management objectives for the site include:

1. Provide a safe and secure environment for the community.
2. Provide a safe and secure environment for the community.
3. Provide a safe and secure environment for the community.
4. Provide a safe and secure environment for the community.
5. Provide a safe and secure environment for the community.

Recreation Improvements:

- Reconstruct the entire park area.
- Small playground.
- Harbor and Shipwreck Observation Platform with educational signage.
- Harbor boardwalk.
- Picnic pavilion.
- General.
- Trailhead walkway from Harbor Boulevard to harbor boardwalk.
- Underpinning of all utility.
- Benches.
- Drinking fountain and restroom at resource center.
- One mile trail park with view at Harbor Boulevard.
- Safe road crossing facilities.



City Owned Projects

120 SIBERT AVE

Destin Memorial Cemetery-Phase 2

Owner Information

CITY OF DESTIN

4000 ROCKAWAY TRAIL

DESTIN, FL 32441

Land Information

Land Use

000000 - HARBOR

Number of Units

0000

Unit Type

00

Frontage

225

Okaloosa County Property Appraiser

Overview

Legend

Parcel

Bound

Water

City Labels

Parcel ID

00-25-22-0000-0000

Physical Address

120 SIBERT AVE

City

DESTIN

County

OKALOOSA

Assessed Value

\$104,430

Land Value

\$104,430

Land 3 Sales

0

Parcel

0000

Reason

000

Qual

0

Area

0.00

Acres

0.00

Address

120 SIBERT AVE

City

DESTIN

County

OKALOOSA

Assessed Value

\$104,430

Land Value

\$104,430

Land 3 Sales

0

Parcel

0000

Reason

000

Qual

0

Class

00

County

OKALOOSA

Assessed Value

\$104,430

Land Value

\$104,430

Land 3 Sales

0

Parcel

0000

Reason

000

Qual

0

Taxing District

00

County

OKALOOSA

Assessed Value

\$104,430

Land Value

\$104,430

Land 3 Sales

0

Parcel

0000

Reason

000

Qual

0

Destin Memorial Cemetery

The Destin Memorial Cemetery, located at Village Baptist Church in Destin, FL, is home to The Last of the Forgotten Soldiers. This site was donated to the city by the church and is a memorial to the soldiers who fought in the Civil War and the Spanish American War. The cemetery is a peaceful and beautiful place, and it is a great place to visit for those who are interested in history.

Overview

Legend

Parcel

Bound

Water

City Labels

Parcel ID

00-25-22-0000-0000

Physical Address

120 SIBERT AVE

City

DESTIN

County

OKALOOSA

Assessed Value

\$104,430

Land Value

\$104,430

Land 3 Sales

0

Parcel

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Reason

000

Qual

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Area

0.00

Acres

0.00

Address

120 SIBERT AVE

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Land Value

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Qual

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Class

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County

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Assessed Value

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Land Value

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Land 3 Sales

0

Parcel

0000

Reason

000

Qual

0

Taxing District

00

County

OKALOOSA

Assessed Value

\$104,430

Land Value

\$104,430

Land 3 Sales

0

Parcel

0000

Reason

000

Qual

0

City Owned Projects

108 Stahlman Ave

Destin History and Fishing Museum

Owner Information

CITY OF DESTIN

4000 ROCKAWAY TRAIL

DESTIN, FL 32441

Land Information

Land Use

000000 - HARBOR

Number of Units

0000

Unit Type

00

Frontage

225

Okaloosa County Property Appraiser

Overview

Legend

Parcel

Bound

Water

City Labels

Parcel ID

00-25-22-0000-0000

Physical Address

108 STAHLMAN AVE

City

DESTIN

County

OKALOOSA

Assessed Value

\$104,430

Land Value

\$104,430

Land 3 Sales

0

Parcel

0000

Reason

000

Qual

0

Area

0.00

Acres

0.00

Address

108 STAHLMAN AVE

City

DESTIN

County

OKALOOSA

Assessed Value

\$104,430

Land Value

\$104,430

Land 3 Sales

0

Parcel

0000

Reason

000

Qual

0

Class

00

County

OKALOOSA

Assessed Value

\$104,430

Land Value

\$104,430

Land 3 Sales

0

Parcel

0000

Reason

000

Qual

0

Taxing District

00

County

OKALOOSA

Assessed Value

\$104,430

Land Value

\$104,430

Land 3 Sales

0

Parcel

0000

Reason

000

Qual

0

Destin History & Fishing Museum

The Destin History & Fishing Museum is a great place to visit for those who are interested in history. The museum is located in a historic building and it is a great place to learn about the history of Destin. The museum is open to the public and it is a great place to visit for those who are interested in history.

Overview

Legend

Parcel

Bound

Water

City Labels

Parcel ID

00-25-22-0000-0000

Physical Address

108 STAHLMAN AVE

City

DESTIN

County

OKALOOSA

Assessed Value

\$104,430

Land Value

\$104,430

Land 3 Sales

0

Parcel

0000

Reason

000

Qual

0

Area

0.00

Acres

0.00

Address

108 STAHLMAN AVE

City

DESTIN

County

OKALOOSA

Assessed Value

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Land Value

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Land 3 Sales

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Parcel

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Reason

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Class

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County

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Land Value

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Land 3 Sales

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Parcel

0000

Reason

000

Qual

0

Taxing District

00

County

OKALOOSA

Assessed Value

\$104,430

Land Value

\$104,430

Land 3 Sales

0

Parcel

0000

Reason

000

Qual

0

City Owned Projects

285 Harbor Blvd

Marler Street Parking

Owner Information

CITY OF DESTIN

4000 ROCKAWAY TRAIL

DESTIN, FL 32441

Land Information

Land Use

000000 - HARBOR

Number of Units

0000

Unit Type

00

Frontage

225

Okaloosa County Property Appraiser

Overview

Legend

Parcel

Bound

Water

City Labels

Parcel ID

00-25-22-0000-0000

Physical Address

285 HARBOR BLVD

City

DESTIN

County

OKALOOSA

Assessed Value

\$104,430

Land Value

\$104,430

Land 3 Sales

0

Parcel

0000

Reason

000

Qual

0

Area

0.00

Acres

0.00

Address

285 HARBOR BLVD

City

DESTIN

County

OKALOOSA

Assessed Value

\$104,430

Land Value

\$104,430

Land 3 Sales

0

Parcel

0000

Reason

000

Qual

0

Class

00

County

OKALOOSA

Assessed Value

\$104,430

Land Value

\$104,430

Land 3 Sales

0

Parcel

0000

Reason

000

Qual

0

Taxing District

00

County

OKALOOSA

Assessed Value

\$104,430

Land Value

\$104,430

Land 3 Sales

0

Parcel

0000

Reason

000

Qual

0

Destin Marler Street Public Parking Lot

The Destin Marler Street Public Parking Lot is a great place to visit for those who are interested in history. The parking lot is located in a historic building and it is a great place to learn about the history of Destin. The parking lot is open to the public and it is a great place to visit for those who are interested in history.

Overview

Legend

Parcel

Bound

Water

City Labels

Parcel ID

00-25-22-0000-0000

Physical Address

285 HARBOR BLVD

City

DESTIN

County

OKALOOSA

Assessed Value

\$104,430

Land Value

\$104,430

Land 3 Sales

0

Parcel

0000

Reason

000

Qual

0

Area

0.00

Acres

0.00

Address

285 HARBOR BLVD

City

DESTIN

County

OKALOOSA

Assessed Value

\$104,430

Land Value

\$104,430

Land 3 Sales

0

Parcel

0000

Reason

000

Qual

0

Class

00

County

OKALOOSA

Assessed Value

\$104,430

Land Value

\$104,430

Land 3 Sales

0

Parcel

0000

Reason

000

Qual

0

Taxing District

00

County

OKALOOSA

Assessed Value

\$104,430

Land Value

\$104,430

Land 3 Sales

0

Parcel

0000

Reason

000

Qual

0

Buck Destin park Features

- 1 Enclosed court
- 2 Blue rock
- 3 Paving area
- 4 Pione tables
- 5 Playground
- 7 Waste receptacles
- Overseer

This is a public park. Amenities include: 2 tennis courts, Basketball court, Children's play area and the recently renovated building used for activities and is available for rentals.







Food for Thought

Established in 2016, Food For Thought Coorssach stated as a small family project to serve food assistance stations in one school site one year. With its 2020 budget, Founder, Theresa Jackson partnered with her sons' schools to begin providing titled access to food to children in need. Over the past three years, Food For Thought has grown into the group organization for fighting childhood hunger in Indian and Cherokee Counties. The organization has grown to meet the overwhelming needs of the community and currently provides weekly access to food to 3,000 food insecure school aged children across 35 school locations.



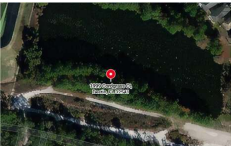

Jewel Melvin Park

Features

- Benches
- Sprinkler
- Parking area
- Picnic tables

Description

Jewel Melvin Park is a neighborhood park located on along the southern shoreline of Twin Lakes. The park features improved parking area, trails, benches and picnic tables.








Features
1.Benches
2.Dog Watering Stations
3.Barkings area

Description
The Destin Dog Park was opened in January of 2012 through a cooperative effort between the City and a dedicated group of resident volunteers who raised matching funds for the project. The park is approximately 3 acres and includes separate area for large dogs and small dogs. There are lush Bermuda grass open space and shaded areas with pine and oaks. The facility has watering stations for dogs and their two-legged companions, benches and waste receptacles.



880 KELL-AIRE DR
Kell-Aire Gardens Park

Owner Information
CITY OF DESTIN
4200 INDIAN BAYOU TRL
DESTIN, FL 32541

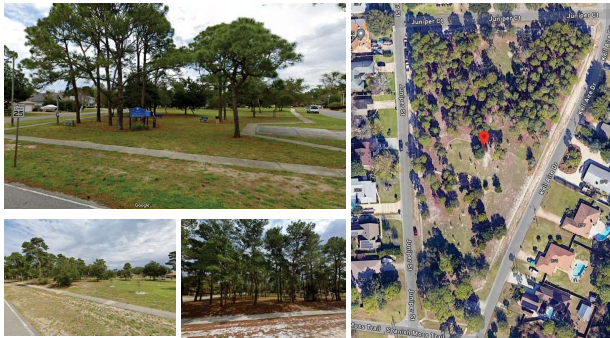
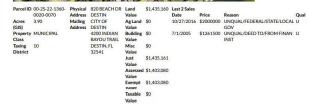
Land Information



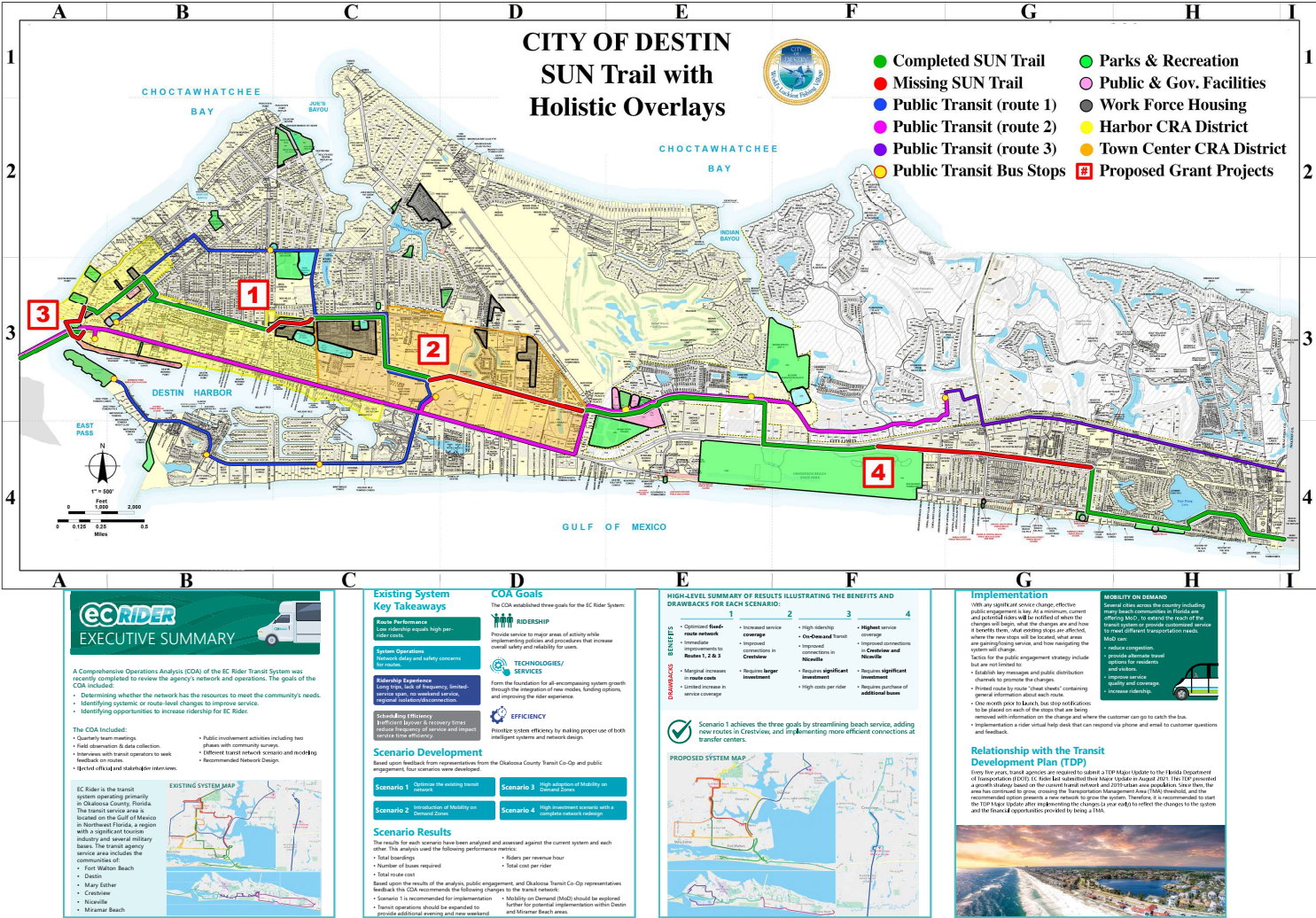
820 BEACH DR
Joe's Bayou (Resub)

Owner Information
CITY OF DESTIN
4200 INDIAN BAYOU TRL
DESTIN, FL 32541

Land Information



EC RIDER GOALS & OBJECTIVES
TECHNICAL MEMO



EXISTING AND PROPOSED BUILDING PROGRAMMING

CITY HALL		EXISTING SQUARE FOOTAGE				PROPOSED SQUARE FOOTAGE						
Program Component	No. of Spaces	Sf of Space	Existing SF TOTAL	Sub-TOTAL	No. of Spaces	Sf of Space	Proposed SF Sub-TOTAL	Occupancy Ratio	No. of Occupants	Details	Adjacencies	
DESTIN CITY HALL SPECIFIC SPACES												
CITY MANAGER												
City Manager	1	490	490		1	250	250	100	2.50	Private office setting, L shape desk with two chairs for visitors. Current size fine	No department specific.	
Assistant City Manager	1	263	263		1	175	175	100	1.75	Private office setting, L shape desk with two chairs for visitors. Current size fine		
TOTAL NET SF CITY MANAGER			753 SF				425 SF		4 OCC			
PROJECTS, GRANTS & CONTRACTS												
Grants and Contracts	1	235	235		1	175	175	100	1.75	Private office setting, L shape desk with two chairs for visitors. Current size fine	Works with Parks& Rec, Public Works, Finance and Engineers	
TOTAL NET SF PROJECTS, GRANTS & CONTRACTS			235 SF				175 SF		2 OCC			
PUBLIC INFORMATION												
Public Info	1	133	133		1	175	175	100	1.75		Works with IT and Grants & Contracts	
Copy Area	1	97	97		1	125	125	300	0.42			
Public Info Storage	1	206	206		1	200	200	300	0.67			
TOTAL NET SF PUBLIC INFORMATION			436 SF				500 SF		3 OCC			
INFORMATION TECHNOLOGY												
Director IT	1	250	250		1	175	175	100	1.75	Private work space. Appropriate size but storage could be nearby.	IT works hand in hand with HR and Finance. Request to be away from the Code officers (too noisy)	
Future Help Desk	0	0	0									
Help Desk	2	122	244		3	64	192	100	1.92			
Network Engineer												
IT Storage	1	36	36		1	150	175	300	0.58			
TOTAL NET SF INFORMATION TECHNOLOGY			250 SF				542 SF		4 OCC			
FINANCE												
Finance Director	1	237	237		1	175	175	100	1.75	Private office setting, L shape desk with two chairs for visitors. Current size fine	Finance works with HR and IT	
Senior Accountant	1	210	210		1	64	64	100	0.64	Current spaces are fine, however being an open room setting would be fine as well.		
Payroll Clerk	1	158	158		1	64	64	100	0.64	Entire department works together. Sunlight in work space would be nice.		
Assist. Payroll Clerk and Intern	1	205	205		1	64	64	100	0.64			
Intern	0	0	0		1	64	64	100	0.64			
Closet	1	99	99		1	125	125	300	0.42			
Finance/HR Dedicated Copy/Print	1	92	92		1	150	150	300	0.50	Stores paperwork but overflow goes to City Clerk.		
TOTAL NET SF FINANCE			1,001 SF				706 SF		5 OCC			
CITY CLERK												
City Clerk	1	238	238		1	175	175	100	1.75	Private office Preferred. Centralized location and access to public. Works with everyone.	Stores and destroys documents for every department. Especially Finance and HR	
Deputy City Clerk	1	198	198		1	175	175	100	1.75	Private office Preferred. Centralized location and access to public. Works with everyone.		
Records Management Specialist	1	134	134		1	125	125	100	1.25			
Records Scanners and Meeting	1	366	366		1	250	250	15	16.67			
Mail Room	1	188	188		1	250	250	300	0.83	Mayor meets people here when visiting. Can use more space or an extra office space		
Records Vault	1	388	388		1	300	300	300	1.00	Clears old documents and with new age technology the amount of paperwork will decrease. Overstacked filing.		
City Clerk Dedicated Copy/ Print	1	231	231		1	250	250	300	0.83			
TOTAL NET SF CITY CLERK			1,743 SF				1,525 SF		24 OCC			

CITY HALL (continued)

CITY HALL (continued)				EXISTING SQUARE FOOTAGE				PROPOSED SQUARE FOOTAGE							
Program Component				No. of Spaces	SF of Space	Existing SF TOTAL	Sub-	No. of Spaces	SF of Space	Proposed SF Sub-TOTAL					
HUMAN RESOURCES											Occupancy Ratio	No. of Occupants	Details		Adjacencies
HR Director				1	221	221		1	175	175	100	1.75	Close door office space with desk that has a return and extra credenza		HR works with IT and Finance
HR Specialist				1	208	208		1	125	125	100	1.25	Current office space is fine but private office is not necessary		
TOTAL NET SF HUMAN RESOURCES						429 SF				300 SF			3 OCC		

CODE COMPLIANCE												
Code Compliance Director	1	240	240		1	175	175		100	1.75	Private office setting, L shape desk with two chairs for visitors. Current size fine	Works with Building Department and planning.
Code Compliance Deputy Director	1	197	197		1	175	175		100	1.75	Private office setting, L shape desk with two chairs for visitors. Current size fine	
Code Compliance Admin	1	120	120		1	64	64		100	0.64	Small work station outside of office. Could use more space. Office optional	
Code Compliance Registration	1	151	151		1	125	125		100	1.25	Private office setting, L shape desk with two chairs for visitors. Current size fine	
Code Compliance Ops Training	1	151	151		1	125	125		100	1.25	Private office setting, L shape desk with two chairs for visitors. Current size fine	
File Room	1	230	230		1	200	200		300	0.67	High Density filing system for work and equipment.	
Storage	1	109	109		1	100	100		300	0.33	Storage space fine	
Code Officers	1	377	377		1	375	375		100	3.75	Need more space for future employees. Open work work space enviroment.	
Copy/Print	1	96	96		1	150	150		300	0.50	Appropriate copy area but shared with break area (Fridge/Microwave)	
Vehicle Bay	0	0	0		1	750	750		500	1.50	Per Director request a vehicle bay where they could unload equipment and store outdoor equipment.	
TOTAL NET SF CODE COMPLIANCE			1,671 SF				2,239 SF				13 OCC	

MEETING/COLLABORATIVE SPACES												
Council Chambers	1	3,522	3,522		1	3,600	3,600		7	514.29	City Hall Annex	Used by every Department
AV Equipment for Chamber	1	83	83		1	125	125		300	0.42		
Training Room	1	2,020	2,020		1	2,000	2,000		7	285.71	Nice size for big events would like to keep a room around the same size.	
Small Meeting Room	1	157	157		2	168	336		15	22.40	Small meeting room to accommodate 2-6 person client or team meeting. Table, Chairs, whiteboard, outlet, monitor etc.	
Medium Meeting Room	1	206	206		3	216	648		15	43.20	Medium meeting room to accommodate 6-12 person department and client meetings. Table, Chairs, whiteboard, TV, outlet, monitor, conference room speaker etc.	
Large Meeting Room	1	248	248		2	250	500		15	33.33	City council meeting room that used most by Development Director.	
Board Room	0	0	0		1	420	420		15	28.00	Moved from the Community Center	
TOTAL NET SF MEETING/COLLABORATIVE SPACES			6,236 SF				7,629 SF				927 OCC	

PLANNING												
Principal Planner	1	180	180		1	175	175		100	1.75	Desk and round table for meetings. Ok current size	Works with Engineering, GIS and Code Compliance
Senior Planner	1	187	187		1	175	175		100	1.75	L shape desk. Ok size	
Planner(2)	2	90	180		2	125	250		100	2.50	Currently in one office space and can be in an open floor space with 4 cubicle	
Planner	1	36	36		1	125	125		100	1.25	Planning department works with GIS and Engineers often	
Future Planner	0	0	0		1	125	125		100	1.25	Future annexation could mean 2 more Planners.	
Copy/Production	1	27	27		1	125	125		300	0.42	Share w/ Building Department and GIS	
TOTAL NET SF PLANNING			610 SF				975 SF				9 OCC	

BUILDING DEPARTMENT												
Building Official	1	166	166		1	175	175		100	1.75	Current spaces are fine but office has no character	Works with Planning, Engineering and Community Development
Building Permit Licensing Official	1	155	155		1	125	125		100	1.25	Still gets some public traffic. 30 people in a week in Annex bldg post covid.	
Business Tax Receipt	1	191	191		1	125	125		100	1.25		
Building Permit Tech	1	137	137		1	125	125		100	1.25		
Permit Tech	1	93	93		1	125	125		100	1.25	Process Submittals	

EXISTING AND PROPOSED BUILDING PROGRAMMING

CITY HALL (continued)		EXISTING SQUARE FOOTAGE			PROPOSED SQUARE FOOTAGE					
Program Component	Spaces	SF of Space	TOTAL	Spaces	SF of Space	Sub-TOTAL	Occupancy Ratio	No. of Occupants	Details	Adjacencies
BUILDING INSPECTORS										
Building Inspectors	3	121	363	3	80	240	100	2.40	Plan reviewers Mech, electrical, plumbing, building and flood.	Works with Building Department
Future additional Building Inspector	0	0	0	1	80	80	100	0.80	Annexation plan on adding one more bldg inspector. Could be open floor	
Future Receptionist	0	0	0	1	64	64	100	0.64	Eventually with want to have a future receptionist. Some walk in stills...	
TOTAL NET SF DESTIN CITY HALL BUILDING INSPECTOR			363 SF			384 SF		4 OCC		
COMMUNITY DEVELOPMENT										
Community Development Director	1	140	140	1	175	175	100	1.75		Works most with Building Dept, Planning and Engineers
Community Development Administrator	1	180	180	1	125	125	100	1.25		
TOTAL NET SF DESTIN CITY HALL COMMUNITY DEVELOPMENT			320 SF			300 SF		3 OCC		
ENGINEERING										
Engineer II	1	138	138	1	175	175	100	1.75	Idea brought up about about maybe becoming hybrid.	Works with GIS, Building Dept and Planning
Engineer I	1	117	117	1	125	125	100	1.25	Interaction with planning department a lot. Engineer 1&2 with permitting	
City Engineer	1	159	159	1	175	175	100	1.75	General meetings are 5-8 people, team meetings are 3. Need more meeting space.	
TOTAL NET SF DESTIN CITY HALL ENGINEERING			414 SF			475 SF		5 OCC		
GIS										
GIS	1	117	117	1	175	175	100	1.75	Currently 1 position in Gis, with annex maybe add an additional eventually	Works with Engineering and Planning.
Future GIS				1	125	125	100	1.25	Future Annexation could mean 1 more GIS.	
TOTAL NET SF DESTIN CITY HALL GIS			117 SF			300 SF		3 OCC		
Common Spaces										
Meditation Room	0	0	0	1	125	125	100	1.25	New moms needed a private, safe, and clean place to express breast milk while at work. Private space for personal needs.	
City Hall Break Room	1	248	248							
City Hall Annex Break Room	1	332	332	1	700	700	15	46.67		
Coffee Station				2	80	160	300	0.53		
Storage	1	201	201	2	200	400	300	1.33		
Reception	1	2,558	2,558	1	1,600	1,600	7	228.57	Welcome entrance with help finding department spaces and security.	
Mens Restrooms (Lobby/Council Chamber)	1	145	145	1	288	288				
Womens Restrooms (Lobby/Council Chamber)	1	171	171	1	456	456				
Mens Restrooms (Staff ONLY)	1	126	190	1	200	200				
Womens Restrooms (Employee Area)	1	154	154	1	200	200				
Council Private Toilet Room(s)	1	60	60	2	50	100				
Mens Restroom	1	130	130	0	0	0				
Womens Restroom	1	167	167	0	0	0				
A/C	1	64	64	0	0	0				
	1	20	20	0	0	0				
	1	30	30	0	0	0				
	1	61	61							
Janitor	1	16	16	1	150	150				
	1	35	35							
Lobby	1	423	423	0	0	0				
Foyer	1	180	180	0	0	0				
Mechanical & Storage	1	187	187	0	0	0				
	1	43	43							
Mechanical Room	1	69	69	1	400	400	300	1.33		
Server Room	0	0	0	1	200	200				
Electrical Room	0	0	0	1	200	200				
Sub-TOTAL NET SF of CITY HALL			21,154 SF			22,454 SF		1,297 OCC		
30% for CIRCULATION						6,736 SF				
5% for WALLS						1,123 SF				
Circulation & Walls (City Hall & Annex)			4,851 SF							
TOTAL GROSS SF of CITY HALL			26,005 SF			30,313 SF				

COMMUNITY CENTER		EXISTING FLOOR PLAN		PROPOSED FLOOR PLAN						
Program Component	No. of Spaces	SF of Space	Existing SF Sub-TOTAL	No. of Spaces	SF of Space	Proposed SF TOTAL	Sub	Occupancy Ratio	No. of Occupants	Details
DESTIN COMMUNITY CENTER SPECIFIC SPACES										
Athletic Director	1	93	93	1	175	175		100	1.75	
Rec Supervisor	1	156	156	1	175	175		100	1.75	
Customer Service	1	79	79	1	64	64		100	0.64	
Lobby	1	1,307	1,307	1	1,500	1,500		15	100.00	
Rec I	1	101	101	1	125	125		100	1.25	
Coordination/ Rec II	1	136	136	1	125	125		100	1.25	
Board Room	1	420	420	0	0	0		0	0.00	moved over to City Hall (large meeting)
Electrical Room	2	75	150	1	150	150		300	0.50	
Mechanical Room	1	207	207	1	400	400		300	1.33	
Meeting 1	1	839	839	1	1,000	1,000		15	66.67	
Meeting 2	1	974	974	1	1,000	1,000		15	66.67	
Meeting 3	1	952	952	1	1,000	1,000		15	66.67	
Table/ Chairs	1	217	217	1	300	300		300	1.00	
Kitchen	1	455	455	1	450	450		300	1.50	
Pantry	1	64	64	1	100	100		300	0.33	
Womens Restroom	1	184	184	1	450	450		0	0.00	
Mens Restroom	1	172	172	1	300	300		0	0.00	
Staff Single User Restrooms	0	0	0	2	50	100		0	0.00	
Janitor	1	20	20	1	80	80		300	0.27	
Youth Game Room	1	450	450	1	500	500		15	33.33	
Supplies	1	55	55	1	80	80		300	0.27	
Back Stage	1	1,165	1,165	1	1,800	1,800		15	120.00	
Maintenance	1	102	102	1	200	200		300	0.67	
Mens Locker Room	1	188	188	1	300	300		0	0.00	
Womens Locker Room	1	190	190	1	300	300		0	0.00	
Tables/ Chairs	1	166	166	1	300	300		300	1.00	
Gym	1	8,484	8,484	2	8,484	16,968			450.00	Bleacher Seats
Storage	0	0	0	1	500	500		300	1.67	moved from Morgan Sports Complex
Parks & Recreation Director	0	0	0	1	175	175		100	1.75	moved from Morgan Sports Complex
Parks & Recreation Supervisor	0	0	0	1	125	125		100	1.25	moved from Morgan Sports Complex
Parks & Recreation Administrator	0	0	0	1	64	64		100	0.64	moved from Morgan Sports Complex
Deputy Parks & Recreation Director	0	0	0	1	64	64		100	0.64	moved from Morgan Sports Complex
Conference Room	0	0	0	1	206	206		15	13.73	moved from Morgan Sports Complex
TOTAL NET SF DESTIN COMMUNITY CENTER SPECIFIC SPACES			17,326 SF	29,076 SF			936.52 OCC			
30% for CIRCULATION				8,723 SF						
5% for WALLS				1,454 SF						
Circulation & Walls			6,716 SF							
TOTAL GROSS SF COMMUNITY CENTER SPECIFIC SPACES			24,042 SF	39,253 SF						



APPENDIX - B

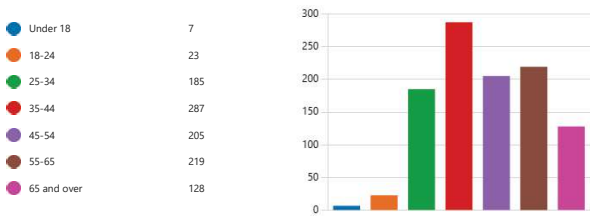
PUBLIC ENGAGEMENT

PUBLIC QUESTIONNAIRE SURVEY RESULTS

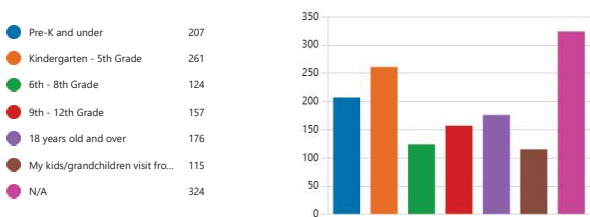
City of Destin New City Hall/Town Center Master Plan Survey

1054 Responses 09:09 Average time to complete Closed Status

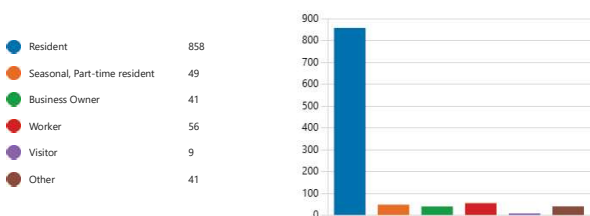
1. Please select your Age Group:



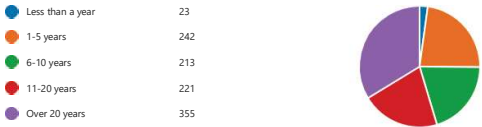
2. If you have kids or grandchildren, what is their age group?



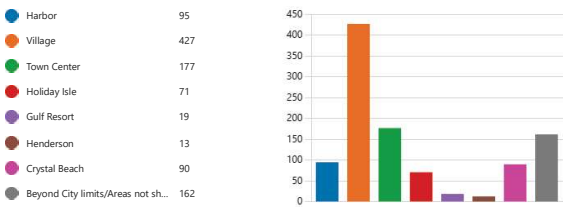
3. What is your primary relationship to Destin? (Select all that apply)



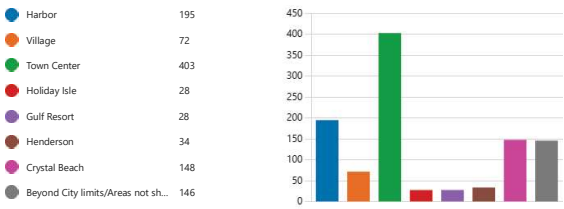
4. How long have you lived/worked in Destin?



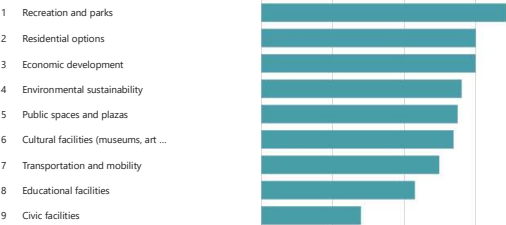
5. From among the areas shown on the map, in what sector/areas do you reside?



6. From among the areas shown on the map, in what sector/area do you typically conduct business?



7. Please tell us which of the following have a greater impact on where you live/work? (From among the list below, please prioritize them in order of importance by shifting the most important to the top.)



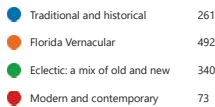
8. What facilities do you think are critical to be linked to the new City Hall/Town Center?
(From among the list below, please prioritize them in order of importance by shifting the most important to the top.)



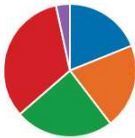
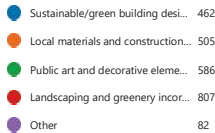
9. What type of cultural/entertainment options do you see as most important to be included in the new City Hall/Town Center?
(From among the list below, please prioritize them in order of importance by shifting the most important to the top.)



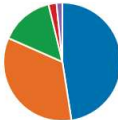
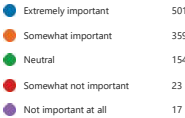
10. Which style do you think should best represent the identity of Destin?



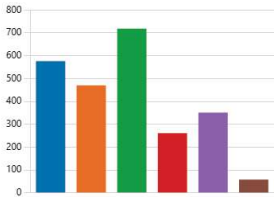
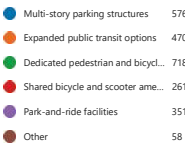
11. What features are most important to be included in the new City Hall/Town Center?
(Select all that apply).



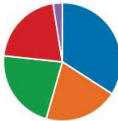
12. How important is it that the City's properties reflect Destin's cultural and historical heritage in its design?



13. What parking and transportation components should be included in the new City Hall/Town Center?
(Select all that apply).



14. What sustainability strategies are most important to include in the new City Hall/Town Center?
(Select all that apply).



15. Please share with us any additional comments or suggestions not reflected in this survey that you feel should be included in the new City Hall/Town Center.

301

Responses

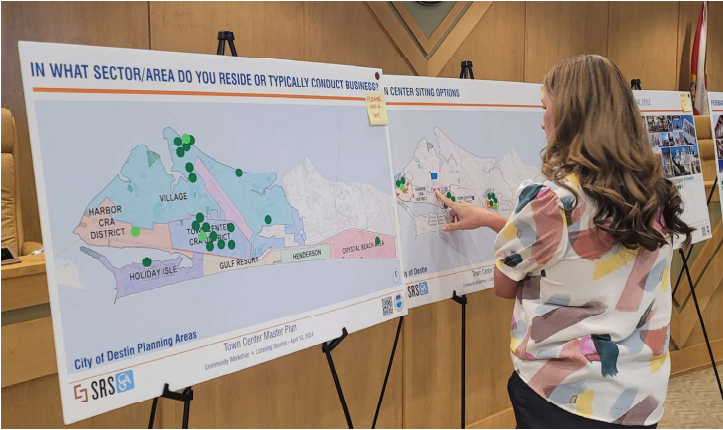
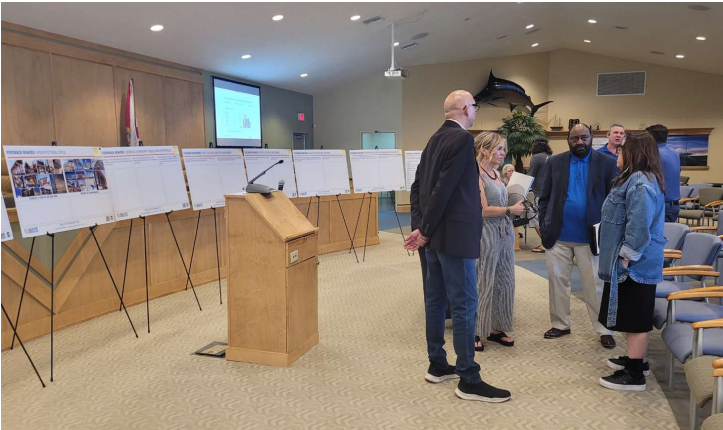
Latest Responses

Update

87 respondents (30%) answered Destin for this question.

community center city of Destin beach Destin park Destin's future
Destin area need Destin local parking Destin unique
areas of Destin people park anywhere in Destin old Destin town center Destin in the map
heart of Destin Destin seems to cater

LISTENING SESSION 01 - MAY 21, 2024



LISTENING SESSION 01 - MAY 21, 2024

IN WHAT SECTOR/AREA DO YOU RESIDE OR TYPICALLY CONDUCT BUSINESS?

City of Destin Planning Areas

Town Center Master Plan
Community Workshop + Listening Session - May 22, 2024

TOWN CENTER SITING OPTIONS

City of Destin

Town Center Master Plan
Community Workshop + Listening Session - May 22, 2024

FEEDBACK BOARDS: ARCHITECTURAL STYLE

Traditional & Historical Design

Florida Vernacular Architecture

Town Center Master Plan
Community Workshop + Listening Session - May 22, 2024

FEEDBACK BOARDS: ARCHITECTURAL STYLE

Eclectic: a mix of old and new

Modern & Contemporary

Town Center Master Plan
Community Workshop + Listening Session - May 22, 2024

FEEDBACK BOARDS: GENERAL COMMUNITY NEEDS AND PREFERENCES

What are the most important services or facilities you feel are currently missing in our community?

How do you envision the new city hall improving your daily life and the community as a whole?

Are there specific programs or activities you would like to see offered within the new Town Center that cater to your interests or needs?

Town Center Master Plan
Community Workshop + Listening Session - May 22, 2024

FEEDBACK BOARDS: EDUCATION AND SKILL TRAINING

Would you be interested in participating in educational classes or skill-training workshops? If so, what specific topics or skills would you like to learn?

What barriers, if any, have you faced in accessing education or skill training in the past?

Town Center Master Plan
Community Workshop + Listening Session - May 22, 2024

FEEDBACK BOARDS: ARTS, CULTURE, AND CIVIC ENGAGEMENT

Are you interested in arts and cultural programs? What types of exhibitions or activities would you like to see?

How can the new city hall facilitate greater civic engagement and volunteer opportunities within the community?

Town Center Master Plan
Community Workshop + Listening Session - May 22, 2024

FEEDBACK BOARDS: SUPPORT FOR YOUTH AND SENIORS

What types of programs or facilities do you believe are important for the youth in our community?

What services or spaces would enhance the quality of life for seniors in Destin?

Town Center Master Plan
Community Workshop + Listening Session - May 22, 2024

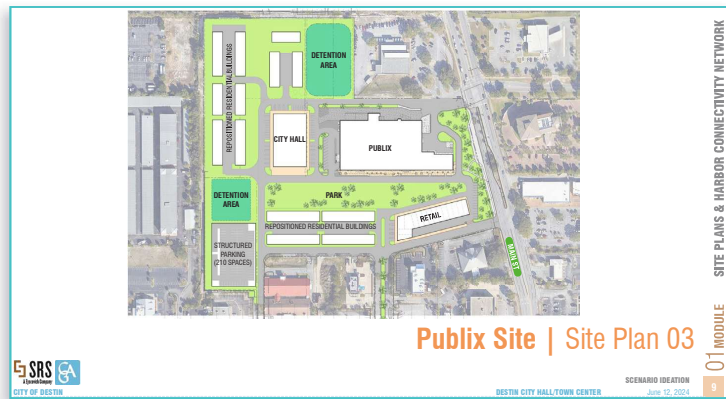
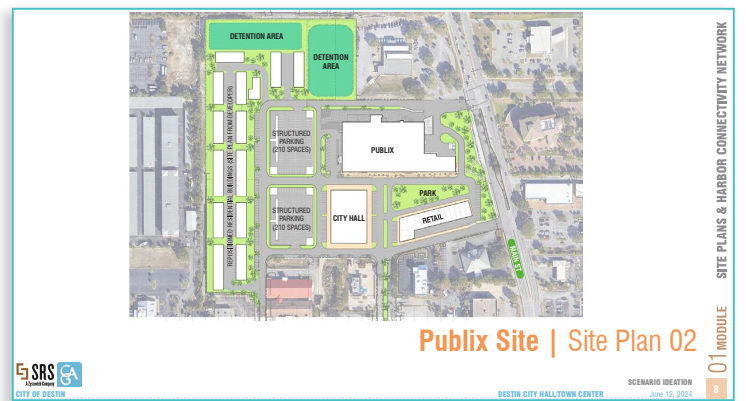
FEEDBACK BOARDS: ENTREPRENEURSHIP AND ECONOMIC DEVELOPMENT

Is there interest in co-working spaces or resources for local entrepreneurs and small businesses? What specific support would be most beneficial?

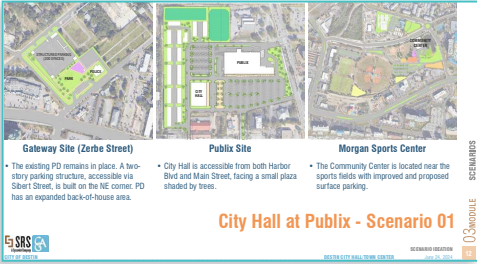
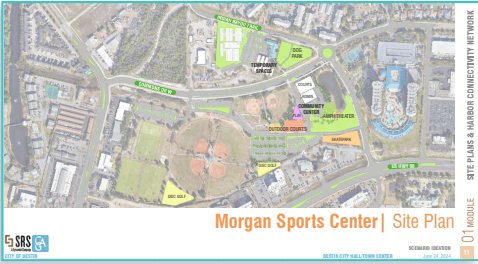
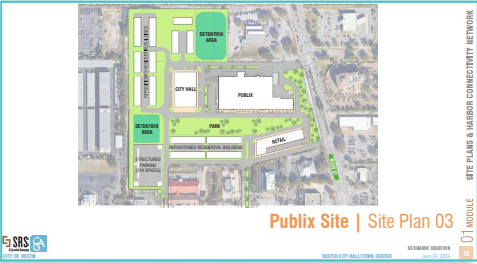
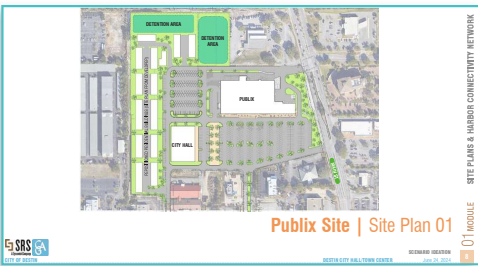
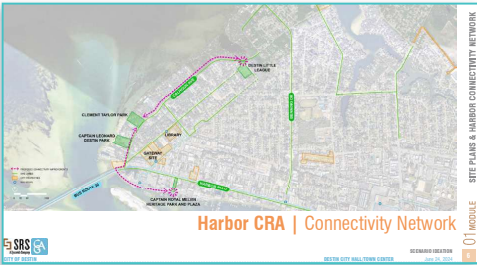
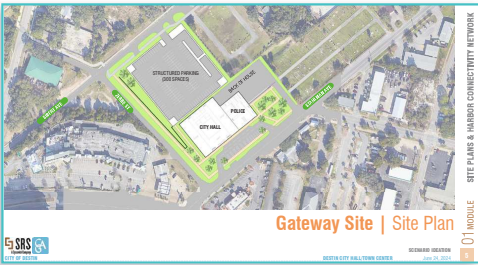
How can the new city hall contribute to economic development and support local businesses?

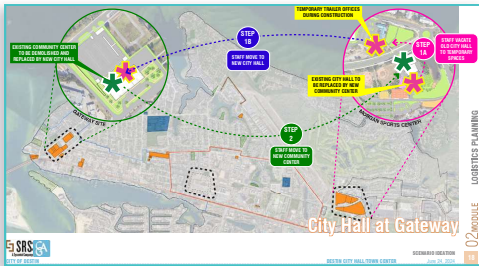
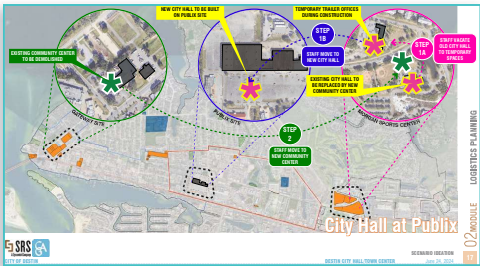
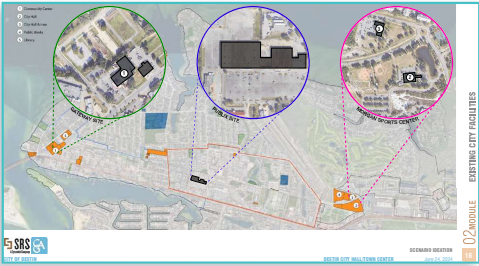
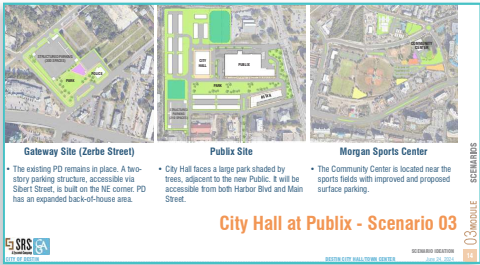
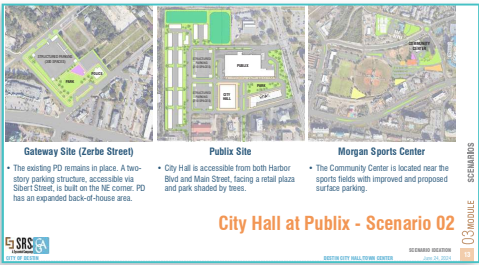
Town Center Master Plan
Community Workshop + Listening Session - May 22, 2024

MEETING WITH DEVELOPER - MAY 21, 2024

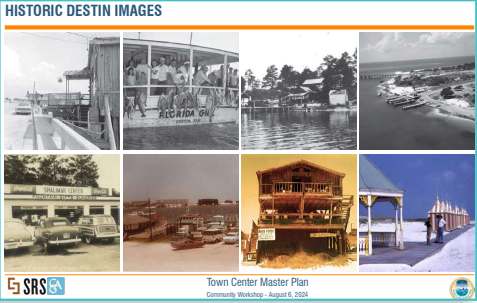
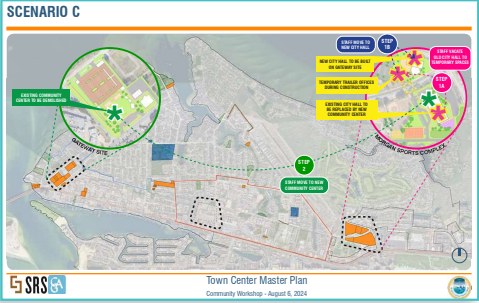
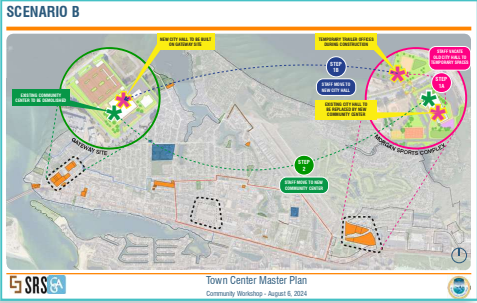
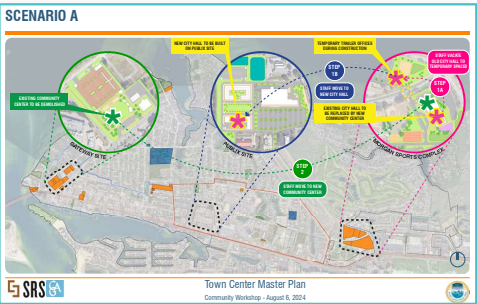
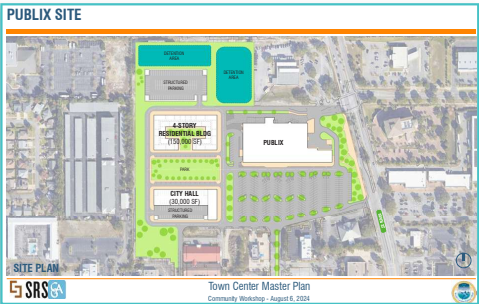
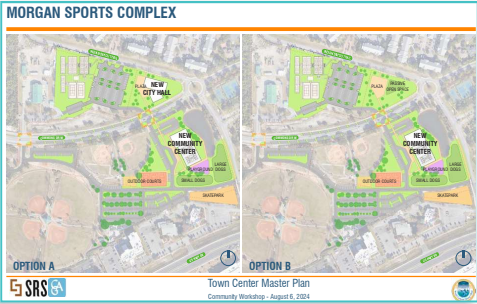
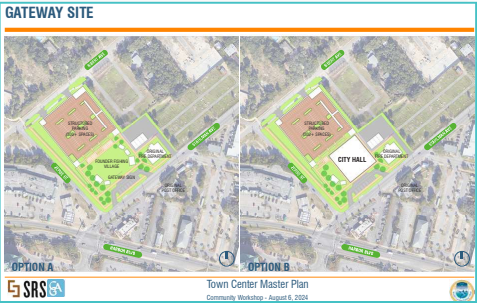


MEETINGS WITH COUNCIL - JUNE 24, 2024





PUBLIC WORKSHOP - AUGUST 01, 2024





APPENDIX - C

FINAL PRESENTATION

FINAL RECOMMENDATIONS TO COUNCIL - DECEMBER 16, 2024

PROJECT HISTORY

Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

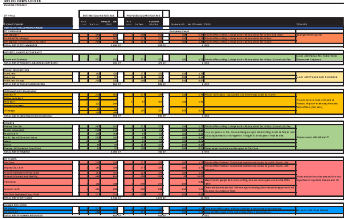
INTRODUCTION



- 2 IN PERSON COMMUNITY MEETINGS.
- 301 COMMENTS RECORDED FOR DIGITAL SURVEY.
- 1 INDIVIDUAL MEETING WITH EACH GROUP CITY DEPARTMENT.
- 2 COLLECTIVE MEETINGS WITH CITY LEADERSHIP.
- 2 INDIVIDUAL MEETINGS WITH MAYOR AND COUNCIL MEMBERS.
- 1 MEETING WITH DESTIN CHAMBER OF COMMERCE.
- 4 MEETINGS WITH PUBLIC SITE DEVELOPER.

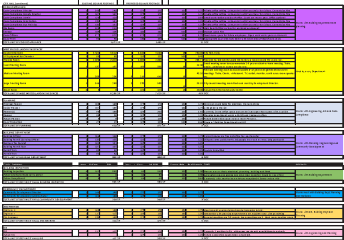
Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

INTRODUCTION-DUE DILIGENCE



Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

INTRODUCTION-DUE DILIGENCE



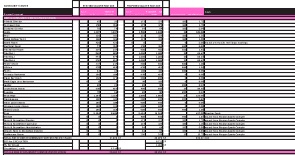
Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

INTRODUCTION-DUE DILIGENCE



Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

INTRODUCTION-DUE DILIGENCE



Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

INTRODUCTION-DUE DILIGENCE

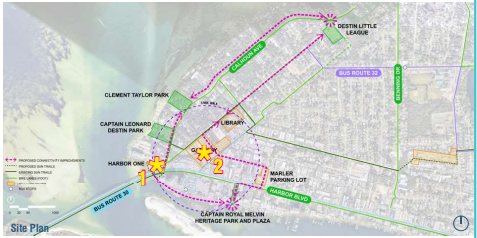


Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

GATEWAY 'DISTRICT'

Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

HARBOR CRA - GATEWAY 'DISTRICT'



Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

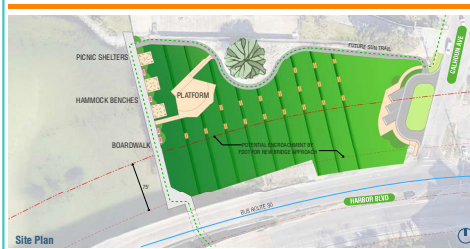
HARBOR ONE

GATEWAY DISTRICT



Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

GATEWAY DISTRICT - Harbor One Open Space



Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

FISHING VILLAGE

GATEWAY DISTRICT



Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

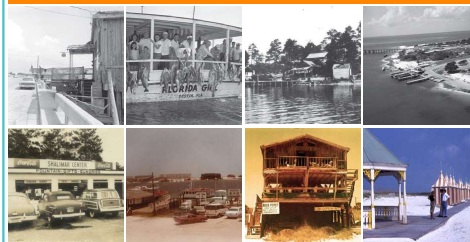
GATEWAY DISTRICT - Fishing Village

- CELEBRATION OF DESTIN'S HISTORY
- DESTIN WEIGH IN PICTURE SPOT
- VESSELS AND NAUTICAL HERITAGE
- FISH CAMP REPLICA
- ORIGINAL POST OFFICE DESTIN HOMESTEAD REPLICA
- DESTIN SCHOOL REPLICA NEW DESTIN HISTORY AND FISHING MUSEUM
- OUTDOOR LAWN AND PLAY AREAS
- BAIT AND Tackle GIFT SHOP
- OUTDOOR STORAGE
- OUTDOOR STAGE AREA
- 300 SPACE PARKING GARAGE
- PUBLIC ART



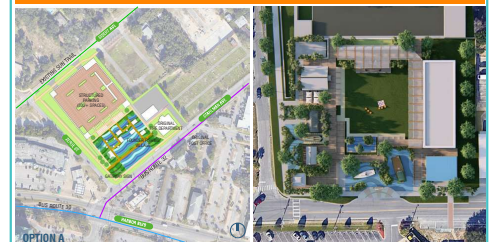
Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

GATEWAY DISTRICT - Inspirational Historic Images



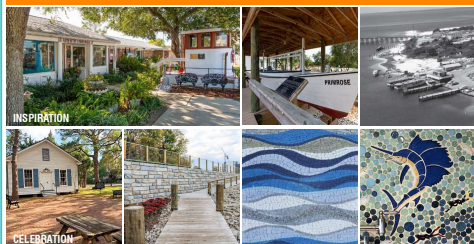
Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

GATEWAY DISTRICT - Fishing Village



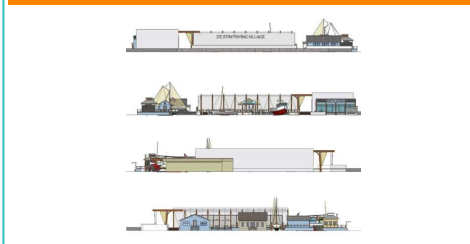
Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

GATEWAY DISTRICT - Fishing Village



Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

GATEWAY DISTRICT - Fishing Village



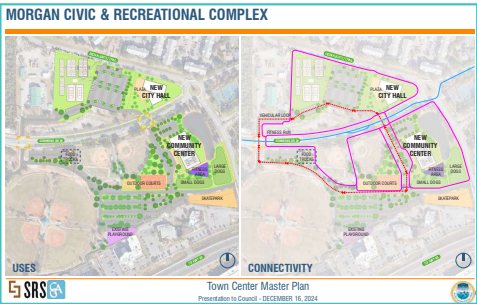
Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

GATEWAY DISTRICT - Fishing Village



Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

FINAL RECOMMENDATIONS TO COUNCIL - DECEMBER 16, 2024



MORGAN CIVIC & RECREATIONAL COMPLEX - City Hall



SRS
Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

MORGAN CIVIC & RECREATIONAL COMPLEX - City Hall



SRS
Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

MORGAN CIVIC & RECREATIONAL COMPLEX - City Hall



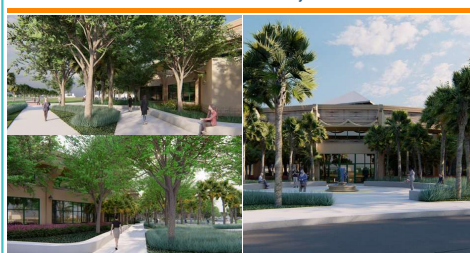
SRS
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MORGAN CIVIC & RECREATIONAL COMPLEX - City Hall



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MORGAN CIVIC & RECREATIONAL COMPLEX - City Hall



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Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

COMMUNITY CENTER
MORGAN SPORTS COMPLEX

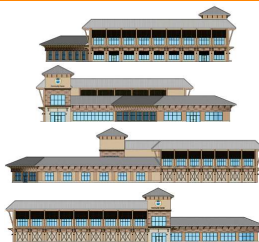
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MORGAN CIVIC & RECREATIONAL COMPLEX - Community Center

- NEW +/- 40,000 SF COMMUNITY CENTER AT PROMINENT POSITION ADJACENT TO ROUNDABOUT.
- 2 BASKETBALL COURTS INCLUDING VOLLEYBALL AND INDOOR SOCCER STRIPING.
- 3 MULTIPURPOSE ROOMS.
- YOUTH GAMEROOM.
- LOBBY AND PRE-FUNCTION AREA.
- KITCHEN AREA.
- ADMINISTRATIVE OFFICES.
- STORAGE.
- RESTROOM AND SHOWER LOCKER ROOMS
- OUTDOOR GATHERING AREAS.
- PERIMETER WALKING TRAILS.
- IMPROVED AND SAFER CONNECTIVITY TO NEW CITY HALL SITE AND THE BALANCE OF MORGAN SPORTS COMPLEX.
- FLORIDA NAUTICAL BUILDING VERNACULAR.

SRS
Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

MORGAN CIVIC & RECREATIONAL COMPLEX - Community Center



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Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

MORGAN CIVIC & RECREATIONAL COMPLEX - Community Center



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Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

FINAL RECOMMENDATIONS TO COUNCIL - DECEMBER 16, 2024



MORGAN CIVIC & RECREATIONAL COMPLEX - Park Improvements



SRS

Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

COST - Morgan Civic & Recreational Complex			
ARCHITECTURAL COMPONENTS		SITE IMPROVEMENTS, ENGINEERING, ETC.	
• CITY HALL +/- 30,000 SF	\$ 12,000,000.00	• CITY HALL PARKING LOT	\$ 150,000.00
• COMMUNITY CENTER +/- 40,000 SF	\$ 16,000,000.00	• CITY HALL SITE PREP	\$ 51,000.00
		• CITY HALL WALKWAYS AND OPEN SPACE	\$ 150,000.00
SUBTOTAL	\$ 28,000,000.00	• CITY HALL LANDSCAPING	\$ 255,000.00
CONTINGENCY	\$ 4,200,000.00	• CITY HALL PLACE-MAKING	\$ 850,000.00
TOTAL	\$ 32,200,000.00	• CC SITE PREP	\$ 60,000.00
		• CC WALKWAYS AND OPEN SPACE	\$ 115,000.00
		• CC LANDSCAPING	\$ 195,000.00
		• CC PLACE-MAKING	\$ 632,000.00
		• CC PLAYGROUND	\$ 600,000.00
		• CC NEW PLAY COURTS	\$ 22,000.00
		• CC FITNESS AREAS	\$ 35,000.00
		• PARK SKATE PARK	\$ 2,000,000.00
		• PARK NEW PARKING AREAS	\$ 630,000.00
		• PARK NEW FOOD TRUCK PARKING	\$ 420,000.00
		• PW WALKWAYS AND CONNECTIVITY	\$ 85,000.00
		• IMPROVED COMMONS DRIVE	\$ 2,100,000.00
		SUB-TOTAL	\$ 8,390,000.00
		CONTINGENCY	\$ 2,450,000.00
		TOTAL	\$ 10,840,000.00
GRAND TOTAL	\$ 43,000,000.00		
SRS Town Center Master Plan Presentation to Council - DECEMBER 16, 2024			

COST

ORDER OF MAGNITUDE

SRS

Town Center Master Plan
Presentation to Council - DECEMBER 16, 2024

COST - Fishing Village			
ARCHITECTURAL COMPONENTS		SITE IMPROVEMENTS, ENGINEERING, ETC.	
• NEW DESTIN HISTORY AND FISHING MUSEUM +/- 6,250 SF	\$ 3,125,000.00	• SITE PREP	\$ 43,000.00
• BAIT AND TACKLE GIFT SHOP +/- 1,000 SF	\$ 400,000.00	• WALKWAYS AND OPEN SPACE	\$ 215,000.00
• FISH CAMP REPLICA +/- 500 SF	\$ 200,000.00	• LANDSCAPING	\$ 600,000.00
• RELOCATE ORIGINAL POST OFFICE	\$ 75,000.00	• PLACE-MAKING	\$ 850,000.00
• DESTIN HOME REPLICA +/- 500 SF	\$ 200,000.00	• IMPROVED STREETSCAPE	\$ 950,000.00
• DESTIN SCHOOL REPLICA +/- 1,480 SF	\$ 584,000.00		
• 300 SPACE PARKING GARAGE	\$ 11,250,000.00	SUB-TOTAL	\$ 2,658,000.00
		CONTINGENCY	\$ 797,400.00
		TOTAL	\$ 3,455,400.00
SUB-TOTAL	\$ 15,834,000.00		
CONTINGENCY	\$ 3,186,800.00		
TOTAL	\$ 19,020,800.00		
GRAND TOTAL	\$ 22,456,200.00		
SRS Town Center Master Plan Presentation to Council - DECEMBER 16, 2024			

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 7, 2025**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.B.**TO:** City Council**THRU:** Larry Jones , City Manager
Kimberly Kopp, City Attorney**FROM:** Andy Peters, Director of Information Technology
Steve O'Connor, Deputy Community Development Director
Krystal Strickland, Finance Director**DATE:** April 7, 2025**SUBJECT:** STR Compliance Solutions RFP

I. BACKGROUND: As part of the discussion on managing the short-term rental (STR) program for condominiums, the City Council was assured that proposals for software-and-support vendors would be brought forward in conjunction with passage of the ordinance establishing the registration process and the updated fee resolution. This commitment was made to ensure the City Council has all necessary tools and information to make an informed decision about the implementation and oversight of the program.

II. DISCUSSION: The expansion of the Short-Term Rental (STR) program to include non-single-family home units, such as condominiums, significantly increases the demand for Code Compliance oversight. In Florida there are specialized companies that provide comprehensive support services tailored to these requirements. Included for the City Council's consideration is a draft Request for Proposals (RFP) aimed at identifying a company that can meet the unique needs of Destin.

The RFP outlines a comprehensive solution with an estimated cost of approximately \$48.91 per year, per unit for the management of 6000 Short Term Rental units (an increase above the 1000+/- single-family dwelling units the City currently registers). This includes key services such as:

- Registration and fee collection
- Mailer distribution and document confirmation
- Evidence gathering for compliance
- A robust web-based search engine for identifying illegal STRs within the City

- 24/7 hotlines for complaints

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

B. Effect on Budget (EOB):

The budgetary impact of the expanded Short-Term Rental (STR) program will depend on the total number of unregistered non-house units, which is currently estimated to range somewhere around 4,000 (for reference, there are 7017 condominiums in Destin). Assuming a \$300 registration fee per unit, the projected revenue could range around \$1.2 million. This would ensure that the costs of administering the program are covered with a portion of the revenue remaining available to fund the City's efforts relating to enforcement of Codes for short-term rentals and other associated costs.

C. Level of Service (LOS): Adding an STR Registration Service provider will increase Staff ability to deliver other services thus increasing Staff response. Not approving a registration service provider will significantly increase the burden on Staff specifically Code Compliance Staff to meet the new demand and most likely reducing Code Staff's ability to patrol around the City.

D. Legislative Sponsor: Torey Geile

E. Business Impact Statement:

III. CONCLUSION: Staff recommends proceeding with the RFP for a STR Compliance Solution Provider

IV. RECOMMENDED MOTION: I move that City Council proceed with the attached RFP for an STR Compliance Solution Provider authorizing staff to publish and vet any RFP response.

Attachments:

1. CITY OF DESTIN
Short Term Rental
Compliance Provider
RFP

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS NO. 25-01-IT

SHORT TERM RENTAL COMPLIANCE SOLUTION PROVIDER



April 9, 2024

Larry Jones
City Manager
Phone (850) 837-4242
FAX (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

Advertisement and Proposal Instructions

The City of Destin will receive proposals for a SHORT TERM RENTAL COMPLIANCE SOLUTION PROVIDER. The project is located in the City of Destin at 4200 Indian Bayou Trail. As outlined in the RFP, this project shall include, but may not be limited to, support for City Code Compliance Staff in:

- Registration management
- Fee collection
- Mailer notifications
- Confirmation of required documents by Operators
- Search capabilities for noncompliant properties within the City
- Evidence collection

To submit a proposal for this project you must be placed on the Plan Holders List. To do so, obtain a copy of the RFP (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "Request for Proposal Documents – RFP 25-01-IT" in the subject line of the email. Vendors may also obtain the RFP by contacting the City of Destin, City Clerk's Office at (850) 837-4242, between the hours of 8 a.m. and 5 p.m., Monday through Friday. Proposal submissions must be received by the City Clerk's Office by email in PDF format with the subject line "RFP NO. 25-01-IT - SHORT TERM RENTAL COMPLIANCE SOLUTION PROVIDER", along with the name, return address and telephone number of the submitter, no later than 2:00 p.m. (CT), on April 23, 2025. The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Proposals(s) or take any other actions deemed by the City to be in the City's best interest.

Scope of Work

The City of Destin is issuing this Request for Proposal (RFP) to seek a qualified vendor to provide comprehensive Short-Term Rental (STR) Compliance services in support of City Code Enforcement officers. The selected vendor will deliver a suite of integrated solutions designed to identify, monitor, and enforce compliance for STRs, streamline registration and fee collection, and enhance the overall community experience. The vendor should familiarize themselves with the latest City Ordinance and Resolution related to Short Term Rentals as approved by Council in February 2025. The scope of work includes, but is not limited to, the following areas:

1. Short-Term Rental (STR) Identification and Monitoring

- Implement a robust STR identification solution that:
 - Collects and analyzes data from STR websites, including major platforms (e.g., Airbnb, Expedia, TripAdvisor, Booking.com) and independent property manager sites.
 - Uses advanced algorithms, AI, and human analyst verification to de-duplicate listings and accurately assess compliance.

- Identifies properties through public records, mapping, and social media cross-referencing.
 - Captures listings with varying availability patterns, including those designed to evade detection (e.g., vampire listings).
- Provide a heatmap and dashboard with real-time insights into STR inventory within City boundaries.

2. Compliance Monitoring and Enforcement

- Develop workflows to continuously monitor STR compliance with local ordinances, including:
 - Ensuring required documents are submitted by operators.
 - Confirming proper registration and payment of fees.
 - Identifying non-compliant operators and notifying them via mailer notifications.
 - Managing late fee and non-payment mailings.
- Facilitate compliance management via a 24/7 hotline and web-based tip submission portal with capabilities for:
 - Incident reporting (e.g., noise, parking, trash, and safety violations).
 - Evidence upload (photos, videos, audio).
 - Automated escalation to City Code Compliance or police when necessary.

3. Registration and Fee Collection

- Design and implement an online registration portal that:
 - Allows property owners to register and pay fees easily.
 - Provides confirmation of completed registrations and fee payments.
 - Tracks and reports registration statuses.
- Manage all aspects of fee collection, including issuing late fee notices and managing non-payment cases.
- Remits all fees collected to the City of Destin.

4. Analytics and Reporting

- Deliver a user-friendly analytics dashboard with capabilities for:
 - Tracking compliance rates, STR density, and violations.
 - Generating ad-hoc and scheduled reports with customizable templates (e.g., GIS-compatible formats, violation reports).
 - Monitoring ongoing STR compliance and identifying trends.
- Provide sufficient evidence and documentation to support special magistrate hearings related to non-compliant STR operators.

5. Community Engagement and Outreach

- Facilitate community engagement through:
 - Town hall events or virtual meetings to educate stakeholders on STR compliance and permitting.
 - Proactive outreach campaigns targeting non-compliant operators.
- Provide ongoing support for citizen inquiries related to STR operations, permits, and complaints.

6. Maintenance and Support

- Ensure system uptime and reliability through:
 - Regular system updates and maintenance with minimal downtime.
 - Technical support during business hours and emergency support for system outages.
- Offer training sessions for City staff to ensure efficient use of the STR compliance tools.

7. Optional Services

Vendors may propose additional services that enhance the City's ability to manage STRs effectively, such as:

- Custom zoning-specific workflows for compliance in regulated districts.
- Integration with third-party systems through APIs or manual data import/export.

Proposals Must Include

Proposals will be evaluated based on:

- Experience and qualifications.
- Understanding of the project goals.
- Proposed methodology and approach.
- Cost proposal, on a per-STR Managed basis.
- Proposed contract and terms
- References or case studies from similar projects

Proposal body must be less than 10 pages. Appendices are allowed.

Evaluation of Responses

The City Destin Bid Committee will shortlist the top 3 proposals, who will then be asked to Demo their software and services to City Staff. Staff will then recommend a winning bidder to Council based on the criteria to determine the lowest, best responsive, and responsible proposer, as listed numerically below by their relative order of importance.

EVALUATION CRITERIA	Max POINTS
Price Proposal (1-5 points) x2	10 (40%)
Qualifications/Experience (1-5 points)	5 (20%)
Project Approach (1-5 points)	5 (20%)
Past Performance (1-5 points)	5 (20%)
TOTAL	25

Scoring Guidance

5 points: Meets the requirement 100%.

4 points: Some minor gaps but substantially meet the requirements.

3 points: More moderate gaps and does not meet the requirements.

2 points: Only partially meets the requirements.

1 point: Does not meet the requirements at all.

Criteria Descriptions

a. Price Proposal

- Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.
- Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?
- Did bidder provide all the requested cost information?
- How competitive is the price proposal compared to the others received?

b. Qualifications and Experience

- Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?
- Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?
- Do financial qualifications clearly demonstrate financial stability of the company?

c. Project Approach and Performance Differentiators

- Does the submittal include detailed information that demonstrates the bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
- Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
- Has bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
- Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
- Is contractors schedule and availability practical and meet project requirements?

d. Past Performance

- Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?

- Basis of evaluation:
- A pattern of successful completion of work
- A pattern of work identical to, similar to, or related to the work the project requires.
- Ability shown, through workmanship provided on other projects.
- Did the bidder provide references, did they demonstrate the company's quality of work?

Submittal Requirements

No Contact Clause

All prospective bidders are hereby instructed to not contact any member of the Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below regarding this solicitation or the bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communication between interested bidder and the City must be directed to:

City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com

Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M. CT

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

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 THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

Public Entity Crime Statement

Has the bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

Drug Free Workplace Program

Proposers must certify that they comply with Florida's Drug-Free Workplace requirements, ensuring a drug-free environment as described in Florida Statutes.

Anti Human Trafficking Affidavit

All proposers must complete and submit an Anti-Human Trafficking Affidavit as required by Section 787.06(13), Florida Statutes.

Anti-Collusion Statement

Proposers must submit an Anti-Collusion Statement affirming their proposal has been made independently, without collusion or fraud

PLACEHOLDER – Signed and approved STR Ordinance

PLACEHOLDER – Proposed Fee Schedule Resolution

//END RFP//

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 7, 2025

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

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

FROM: Daniel Butler, Principal Planner

DATE: April 2, 2025

SUBJECT: Shores at Crystal Beach Park Concept Review

I. BACKGROUND: On Monday, March 3, 2025, City Council directed Staff to review the two (2) conceptual plans provided by Okaloosa County Staff and to provide a list of City Ordinances that the concepts did not comply with, and bring back for discussion at the first meeting in April.

II. DISCUSSION: It is worth noting that the only difference between the two (2) concepts is the removal of two (2) parking spaces in the western parking lot.

Below is an outline of Code sections that the proposed Concept A is not compliant with:

- **Table 8-3:** Minimum access aisle width for 2-ways with 90-degree parking shall be 24' wide (even for compact vehicles).
 - Currently, the City does not have a standard of Low-Speed Vehicle (LSV) parking and/or access. Therefore, staff have reviewed the LSV lot in accordance with the 'compact vehicle' regulations within Article 8.
- **Table 8-4:** 90-degree compact parking spaces shall be 8' x 16'.
 - Proposed compact spaces are only 6' x 12'. Currently, the City does not have a standard of Low-Speed Vehicle (LSV) parking and/or access. Therefore, the staff have reviewed the LSV lot in accordance with the 'compact vehicle' regulations within Article 8.

- **LDC Section 8.06.04.C.4.** - Bicycle parking facilities within vehicle parking areas shall be separated by a physical barrier to protect bicycles from damage by cars, such as curbs, wheel stops, poles or other similar features.

- **LDC Section 8.06.04.G.** - *Curbing and/or wheel stops for vehicle parking spaces.* All vehicle parking spaces must be equipped with suitable curbs or wheel stops to protect sidewalks, walls, fences, landscaped areas, and to prevent parking where not permitted. This is applicable to the LSV Parking Lot.

- **LDC Section 8.04.03.E.** – Currently, it does not meet the minimum throat clearance for the ingress only for standard vehicles and for the combined driveway for LSVs, but this may have already been discussed with the previous City Engineer, as it does not require a Variance Request, per the LDC Section above.

- **LDC Section 8.04.03.F** - Accessways that are not joint accessways shall be a minimum of ten feet from the side property line, measured from the closest edge of the paving to the property line.

- **LDC Section 8.09.03.B.4.a & b** – The sidewalk should be relocated/reconstructed to provide an 8’ wide sidewalk with a 4’ buffer between the right-of-way and the sidewalk.

- **LDC Section 8.09.03.B.2.b-** Where surface parking lots must abut the right-of-way, screening shall be provided to block the view of the surface parking lot from the right-of-way. Screening shall consist of either:
 - Landscaping consisting of at least one shrub planted for every three feet of right-of-way frontage. All shrubs must be three feet in height at the time of planting and must be maintained at or below a height of four and one-half feet after planting. Said landscaping shall be planted in a landscape buffer that is at least five feet in width; or
 - A decorative, opaque, masonry wall that is a minimum of three feet to a maximum of four and one-half feet in height and one shrub, which is at least three feet in height at the time of planting (said shrubs must be maintained at or below a height of four and one-half feet in height after planting), planted for every six feet of right-of-way frontage. The required decorative, opaque, masonry wall shall be located in a landscape buffer that is at least five feet in width. The height of said wall shall be measured from the grade on the side of the wall facing the adjoining sidewalk located in the adjoining right-of-way or easement area; or
 - A combination of a decorative, opaque, masonry wall and landscaping as

indicated in (i) and (ii) above.

- Screening shall have one pedestrian walkway opening at least every 75 feet.
- **LDC Section 8.09.03.B.4.a & b** – External sidewalk of 8’ and sidewalk buffer of 4’ required.
 - There is an existing sidewalk and buffer; however, dimensions were not provided to ensure compliance.
- **LDC Section 8.09.03.B.4.d**- Approved street trees from Section 12.04.04 of this Code shall be planted along the public sidewalk at a spacing of 30 feet for small trees, 40 feet for medium trees, and 50 feet for large trees.
 - Not provided. Did not review for amenities and lighting.
- **LDC Section 12.04.04.C.3**- Landscaping areas with a minimum breadth of ten feet and a minimum total area of 175 square feet shall be provided to break up excessively long, continuous runs of parking spaces. No parking bay shall contain more than 15 continuous parking spaces without being broken up by a landscaped area. These landscaped areas must have one tree a minimum height of ten feet at the time of planting.
 - These parking islands are not provided anywhere on the site plan, and the LSV parking lots have 17 spaces in a row.
- **LDC Section 12.04.04.C.4**- Each row of interior parking spaces shall be terminated at each end by a landscaped area which shall be a minimum of 100 square feet with a minimum breadth of ten feet. These landscaped areas must have one tree of a minimum height of ten feet at the time of planting.
 - No parking islands proposed.
- **LDC Section 8.04.03.B** - The western flare of the ingress driveway intersects with the crosswalk landing. These two facilities should be separated, not combined. Reduce the Western flare, such that it is separated from the crosswalk landing.
- **LDC Section 8.04.03.C** - The western egress may cause confusion with drivers thinking that the stop bar on Scenic 98 will not apply to them getting into the intersection, show the connection to Scenic 98 behind the existing stop bar or relocate the stop bar as part of the project.

- **Manual on Uniform Traffic Control Devices (MUTCD)** - At the western egress, the straight arrow should be a right-turning arrow only.

Concept B is **not** compliant with the same items as above, with the addition of the following:

- **LDC Table 8-3:** Min. one-way access aisle width of 20'
 - Access aisle provided is about 17' on the south side of the project.

Staff sent these comments to the County for review on March 20, 2025, with further communications between Staff and the County occurring on March 21 and March 25 in efforts to address as many comments as possible. To date, Staff have not received any revised conceptual plans for review.

COMPREHENSIVE PLAN CONSISTENCY: The proposed project is consistent with *Comprehensive Plan Policy 5-1.4.3: Continue Intergovernmental Coordination and Natural Resource Management; Policy 5-1.4.13: Protect Natural Resources; Policy 6-1.1.1: Conserve Through Land Acquisition; Policy 6-1.4.2: Provide Public Shoreline Access; Policy 6-1.11.4: Enhance Waterfront Access 1-2.4.2; & Policy 7-1.1.7: Increase Access Points to Gulf Beaches*

A. **Link to Strategic Goals / Objectives:** II. Enhanced Quality of Life and Safety for Families

III. Economic Development and Revitalization

B. **Effect on Budget (EOB):** This item has already been budgeted for.

C. **Level of Service (LOS):** This beach access will have a minimal impact on the surrounding level of service.

D. **Legislative Sponsor:**

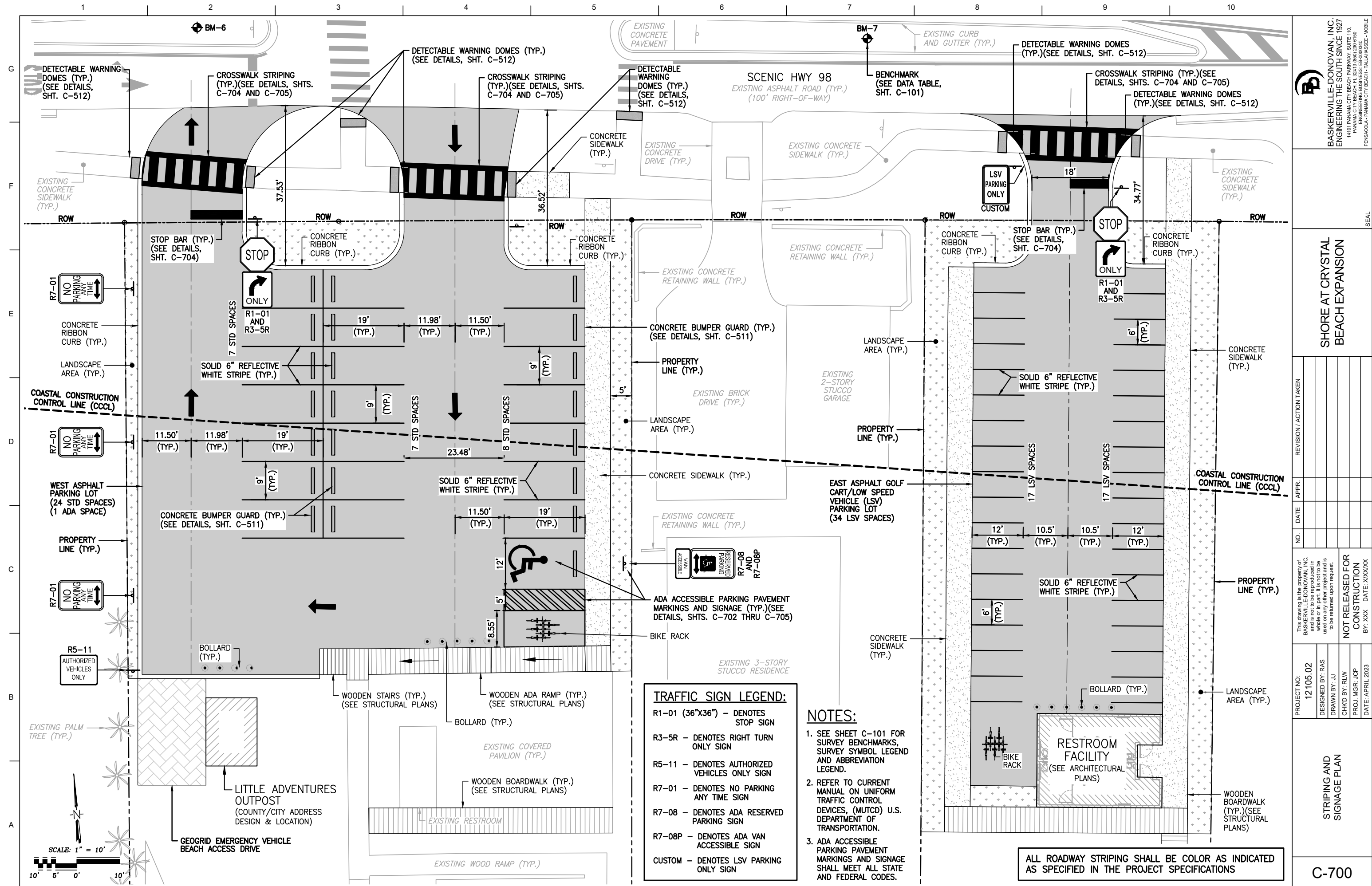
E. **Business Impact Statement:**

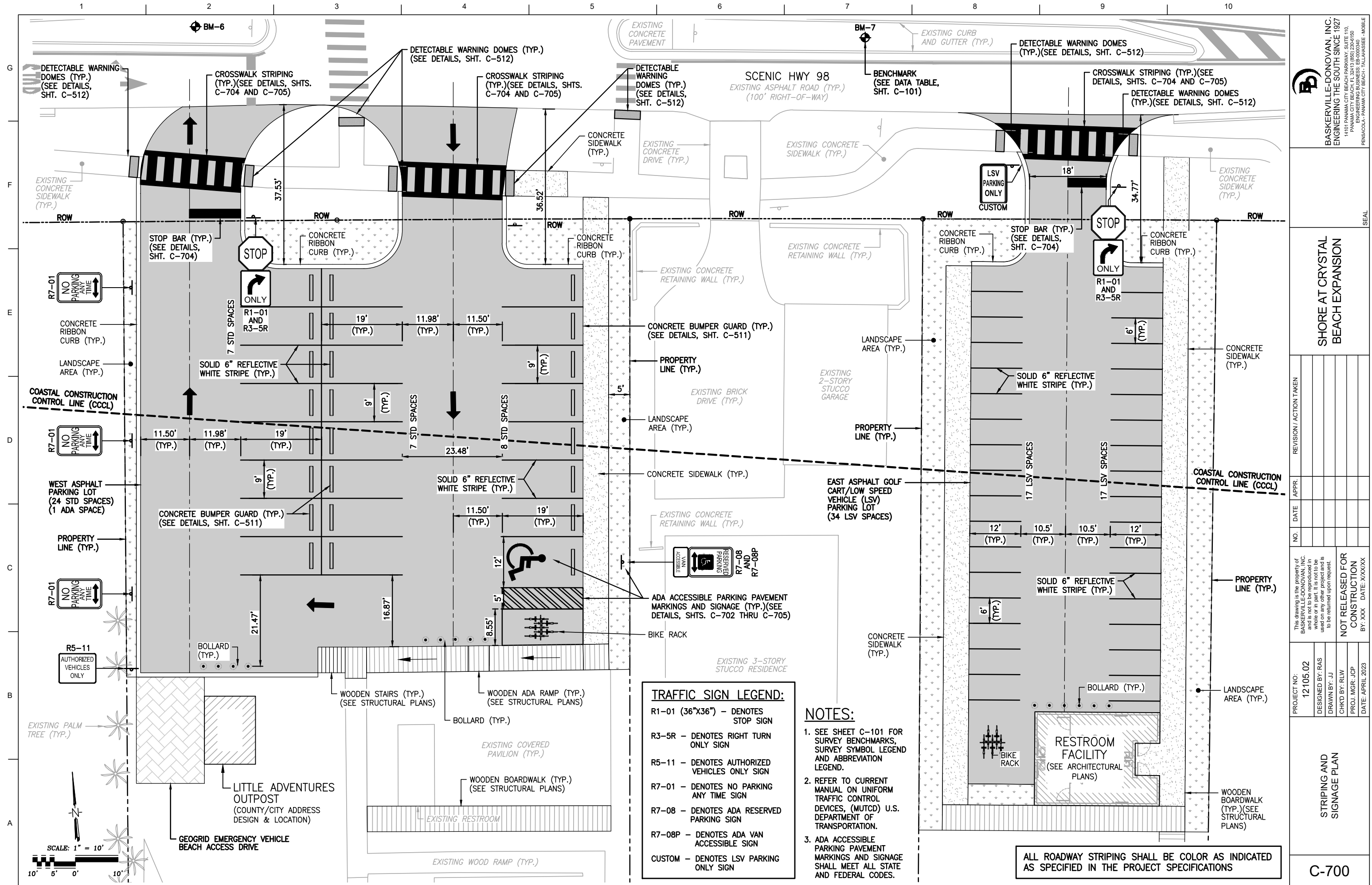
III. CONCLUSION: As directed by City Council on March 3, 2025, Staff has reviewed the two (2) conceptual plans provided by the County and has provided the applicable Code requirements that have not been satisfied at this time. The County's engineers and architects are currently working on a new set of plans that further align with the City's applicable codes.

IV. RECOMMENDED MOTION: For discussion purposes.

Attachments:

1. A-Crystal Beach Parking Review_2024-05-28
2. B-Crystal Beach Parking Review_2024-05-29





CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 7, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

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

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Krystal Strickland, Finance Director
Lisa Firth, Parks & Rec Director

DATE: 12/6/24

SUBJECT: RFB 25-02-REC, Pickleball Project Bid

I. BACKGROUND: The City Council added the Pickleball Courts to the FY25 Capital Improvement Program and had budgeted \$375,000 for FY25 (\$375,000 General Fund). The City has also been successful in securing a State Grant through the Florida Department of Environmental Protection for \$50,000 to be applied towards this project.

The County TDC has tentatively agreed to allow the City to use a portion of the 12.5% TCD allotment towards this project not to exceed \$300,000, contingent on the TDC board approval and the BOCC board approval.

The TDC did add the following conditions for the TDC funding:

1. Work with TDD with respect to tourism brand standards and wayfinding integration.
2. Allow Little Adventures promotions at the facilities.
3. Keep TDD Project Coordinator, Sharon Gold, in the loop as project progresses.
4. Provide quarterly facility usage statistics to TDD Sports Sales Coordinator, Ron Shumard.

II. DISCUSSION: On February 18 Council directed staff to readvertise the Pickleball RFB.

March 27th a bid opening was held for for RFB 25-02-REC, two bids were received. Those bids were from BGN Contractors and Biggs Construction.

The bid committee met on April 1 to evaluate the bids. Bid committee members commented that the bids were responsive. The bids were discussed and then scored according to the scoring

metric included in the RFB. BGN scored 109 out of 125 and Biggs scored 100 out of 125. The BGN base bid was for a total of \$644,620.90 and Biggs was 725,333.

The bid committee voted unanimously to recommend BGN to council for their consideration. A summary score sheet is attached.

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): \$425,000 is currently available (\$375k GF + \$50k FRDAP). Tentative TDC approval of 50% TDC participation in the project up to \$300,000 has been obtained (using Destin's 12.5% banked funds). This is contingent on TDC board approval and BOCC board approval. Staff will bring forward a contract for council approval once all funding sources have been secured. An accompanying budget amendment will also be required.

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

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: The BGN bid was determined to be responsive and it was the lowest bid, staff recommend accepting the bid and moving this project forward so that the work can begin as soon as possible.

City Council's Options

Pursuant to the RFP and to the City's Procurement Manual, the Bid Committee has now forwarded its rank-ordered list of the proposals received in response to the RFP. Also, pursuant to the RFP and the Procurement Manual, the City Council now has the task of deciding which proposal Council wants City Staff to pursue negotiations with. The Council has several procedural options for this decision, as follows:

1. Direct staff to negotiate a contract with the proposer ranked highest by the bid committee;
2. Re-scoring by each individual Council Member of all three proposers, using the same scoring criteria and calculations as applied by the Bid Committee pursuant to the RFB/RFP; or
3. Ranking the proposers on the basis of which proposers will, in the opinion of each Council Member and based on all available information, best meet the City's needs for the project. This ranking would be done by applying a 1-2-3 scoring by each Council Member, with a value of "1" being highest or best and a value of "3" being lowest; the scores assigned by the Council Members would then be added together, with the lowest total points score being deemed the proposal with whom City Staff would be directed to negotiate toward a contract.
4. Reject all bids.

IV. RECOMMENDED MOTION: I move to award the bid for RFB 25-02-REC to BGN

Contractors based on the bid committee's recommendation and to negotiate a contract with BGN.

Attachments:

1. RFB 25-02-REC
Annex Pickleball
Project
2. Addendum #1 for
RFB 25-02-REC,
Annex Pickleball
Project
3. RFB 25-02-REC -
Base Bids
4. Biggs Construction.
RFB No.25-02-REC
5. RFB No. 25-02 BGN
Contractors
6. 4-1-25 Sp. Bid Mtg
7. RFP 25-02-REC
Scoresheet Summary

CITY OF DESTIN, FLORIDA

**REQUEST FOR BIDS
RFB NO. 25-02-REC**

ANNEX PICKLEBALL COURT (PHASE 1A-B) PROJECT



City of Destin, Florida
February 26, 2025

A handwritten signature in blue ink, appearing to read "Larry Jones", is written over a horizontal line.

Larry Jones, City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

**REQUEST FOR BIDS
RFB NO. 25-02-REC
ANNEX PICKLEBALL COURT (PHASE 1A-B) PROJECT**

CITY OF DESTIN, FLORIDA

The City of Destin will receive sealed competitive proposals for the construction of four (4) pickleball courts (Phase 1, Phase 1A, and Phase 1B). The project is located in the City of Destin at 4100 Indian Bayou Trail.

As outlined in the project design plans, this project shall include, but may not be limited to, clearing and grubbing of existing area and improvements including

- PH1 – Four (4) Pickleball Courts, Restriping, Phase 1 Stormwater, Restroom Facility, & Pedestrian Paths [Note: Court Lighting Descoped]
- PH1A – Temporary Gravel Parking
- PH2 – Two (2) Shade Structures

CRITICAL NOTE: The “court lighting” denoted in PH1 (PHASE 1) of the Civil Drawings (Exhibit B), is descoped entirely from the scope of this solicitation.

To bid on a project you must be placed on the Plan Holders List. To do so, obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk’s Office at cityclerk@cityofdestin.com. Please include “Request for Bid Documents – RFB No. 25-02-REC in the subject line of the email. Vendors may also obtain the RFB by contacting the City of Destin, City Clerk’s Office at (850) 837-4242, between the hours of 8 a.m. and 5 p.m., Monday through Friday.

Proposal submissions must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **“RFB NO. 25-02-REC - ANNEX PICKLEBALL COURT (PHASE 1A-B) PROJECT”**, along with the **name, return address and telephone number of the submitter, no later than 2:00 p.m. (CT)**, on March 27, 2025 at which time they will be opened. The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Larry Jones
City Manager

**REQUEST FOR BIDS
RFB NO. 25-02-REC
ANNEX PICKLEBALL COURT (PHASE 1A-B) PROJECT**

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**REQUEST FOR BIDS
RFB NO. 25-02-REC
ANNEX PICKLEBALL COURT (PHASE 1A-B) PROJECT**

1.0 INTRODUCTION

The City of Destin is issuing a Request for Bids (RFB) to secure proposals from qualified contractors for the construction of four (4) pickleball courts (Phase 1, Phase 1A, and Phase 1B). The project is located in the City of Destin at 4100 Indian Bayou Trail.

It is the responsive bidder's responsibility to read and understand the requirements of this Request for Bids. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal.

Before submitting a proposal, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this RFB carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistency, or error herein.

Any interpretation or correction will be issued by the City as an addendum to the RFB. Only a written interpretation or correction by addendum shall be binding. Responsive bidders are cautioned against relying upon any interpretation or correction given by any other method.

The submission of a proposal shall not be deemed an agreement between the responsive bidder and the City. The proposal is a contractual offer by the responsive bidder to perform services in accordance with the proposal. The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

2.0 INSTRUCTION TO RESPONDENTS

- A. The City of Destin will accept RFB responses until 2:00 p.m. (CT), on March 27, 2025 at City Clerk's Office located at City Hall, 4200 Indian Bayou Trail Destin FL. 32541, to provide the City with Qualified Respondents for RFB NO. 25-02-REC, ANNEX PICKLEBALL COURT (PHASE 1A-B) PROJECT.
- B. Any responses received after the above-mentioned time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal delivered to City Clerk's Office for receipt on or before the above-mentioned time and date. RFB responses which arrive after the above-mentioned deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their

REQUEST FOR BIDS
RFB NO. 25-02-REC
ANNEX PICKLEBALL COURT (PHASE 1A-B) PROJECT

return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

- C. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom at **2:00 p.m. (CT), on March 27, 2025**. All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, FL 32541.
- D. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (5) business days prior to the submittal deadline.
- E. If any addendum(s) are issued to this RFB, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.
- F. **One (1) original, so designated, and one (1) digital copy on a USB Thumb Drive of the RFB responses shall be submitted in a sealed package clearly marked on the outside "RFB NO. 25-02-REC, ANNEX PICKLEBALL COURT (PHASE 1A-B) PROJECT " and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.**
- G. Complete and submit Responsive Bidder Qualification Statement, form herein as an attachment. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal Employer Identification Number (FEIN) on their RFB submittal.
- H. Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages.
- I. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.
- J. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval. Responsive bidders may be required to provide a presentation at a City Council meeting.
- K. The Bid Committee shall consist of City of Destin staff members.

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L. Each responsive bidder, by submission of a proposal, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.

M. Procurement Schedule

Tasks	Date
RFB issued	February 26, 2025
Last day for questions to be submitted	March 10, 2025
Due Date/Bid Opening	2:00 p.m. (CT), on March 27, 2025
Tentative Date - Bid Committee Evaluation	April 3, 2025
Tentative Date – City Council Meeting	April 21, 2025
Tentative Date- Execution of Contract	May 20, 2025
Tentative Date -Notice of Award	May 20, 2025
Tentative Date- Notice to Proceed	May 20, 2025

3.0 GENERAL CONDITIONS

3.1 Project Description

Details of the proposed work are provided in the engineering drawings and specifications, (see technical attachments including all addendums). All work shall be completed as shown in the construction documents (with any exceptions explicitly noted herein) and in accordance with applicable federal, state, and local codes and regulations. Of note, there are no requirements for fire alarm systems.

The general description of work shall include, but may not be limited to:

- a. Construction of four (4) pickleball courts. Note: The perimeter of the pickleball courts shall be constructed as an extension of the pickleball court itself (see PICKLEBALL COURT & MULTI-USE COURT PAVEMENT SECTION [detail] on Sheet C08). It shall extend either to the nearest newly constructed concrete sidewalk/walkway/rest area (leaving no unimproved surface between the court and the concrete) or 6 IN. beyond the newly constructed fence line, as applicable. Any area outside this shall be grassed.
- b. Pavement restriping
- c. Stormwater Improvements
- d. Construction of a (1) EA CXT (Cortez) two separate single-user, ADA compliant flush restroom facility. This must be furnished by the contractor as part of this project. This includes water distribution improvements as annotated in the Civil Drawings. Note: The listed 2" WSC, identified in Sheet C05, shall be revised (and thus reduced) to a 1" WSC (to match the Price Proposal Sheet).
- e. Pedestrian Paths

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- f. Temporary Gravel Parking, including the entirety of the TEMPORARY GRAVEL PARKING area (identified in Sheet C05). For clarity, that same area shall receive permanent improvements at a later time (i.e. Phase 7) and is not a part of this solicitation.
- g. Two (2) smaller, adjacent, off-court, dual-covering, cantilever shade structures with benches to serve as a waiting/watching area shade structures (one on the east and another on the west of the Phase 1 courts). Note: For pricing purposes and clarity of understanding, potential vendors, products, and/or equipment may be articulated in your proposal to this solicitation.

Contractor is responsible for obtaining all necessary governmental agency permits. All permitting costs are to be included in the base offer including permit related signage.

3.2 Project Schedule

Final Completion Deadline is December 31, 2025. Contractor shall reach substantial completion for all work sixty (60) days prior to final completion. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or

The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

ESTIMATED PROJECT SCHEDULE	
Tasks	Date
Permitting	June 2025
Begin Construction	June 2025
Substantial Completion	60 Days Prior to Complete Construction
Complete Construction	December 31, 2025

4.0 CONTRACTOR REQUIREMENTS

City of Destin is seeking an independent general contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

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4.1 Independent Contractor

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Bidder is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Bidder shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Bidder's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Bidder, which policies of Bidder shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Bidder's funds provided for herein. The Bidder agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Bidder and the City and the City will not be liable for any obligation incurred by Bidder, including but not limited to unpaid minimum wages and/or overtime premiums.

4.2 License Requirements

Provide all applicable contractor licenses: including license name, license numbers and contact information. Contractor must be Florida State Certified or possess an Okaloosa County Competency License <http://www.co.okaloosa.fl.us/gm/licensing>.

Contractor must also be registered in the City of Destin
<https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet>.

4.3 Insurance Requirements

Respondent, contractor and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration of the project and through the period as stated in the Construction Contract, the types and amounts of insurance described below or as otherwise requirement by state and federal law:

- a. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. Any Florida State or County Licensed contractor who performs any type of marine construction work as defined in

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FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.

- b. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit.
- c. Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city. All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days notice

4.4 Bonding Requirements

- a. Bid Bond Security

All bidders shall furnish with their bids a bid bond. Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required as defined by the Contract Documents. The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

- b. Performance and Payment Bond

The bidder to whom the Contract is awarded shall furnish to the City, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to 100% of the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, materialmen or laborers for work completed on the Project.

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The required forms for the performance and payment bonds are included in these Instructions. If within ten (10) calendar days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the bidder and the surety or sureties satisfactorily to the owner, the bidder shall be deemed to be in default and the owner will retain the Bid Bond Security as liquidated damages, but not as a penalty. The owner reserves the option to accept the bid of any of the other bidders within ten (10) calendar days from default, in which case such acceptance shall have the same effect on such bidder as though he were the original, successful bidder.

4.5 Permitting Requirements

Contractor is required to obtain all required permits prior to the start of construction.

- a. City of Destin Site & Building Permit
- b. City of Destin Trade Permits (e.g. electrical, plumbing, etc.)
- c. Any and all other applicable and/or required federal, state, and local permits

4.6 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State, and local codes and standards which include, Florida State Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations.

5.0 CONSTRUCTION CONSIDERATIONS

Project implementation for this scope of work under this RFB includes all labor, materials, equipment and services required for construction including any permitting, compliance with all federal, state and local codes and construction of the project. All new construction shall be completed as indicated in the construction documents. All work shall meet City standards and be performed to the satisfaction of the City Engineer or his designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

5.1 Subcontractor(s)

Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform

REQUEST FOR BIDS
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ANNEX PICKLEBALL COURT (PHASE 1A-B) PROJECT

the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any particular subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

5.2 Notice to Proceed

The City shall issue a signed Purchase order and official Notice to Proceed for the services referenced in this RFB and resulting contract. The Notice to Proceed shall be sent via facsimile or email. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

5.3 Changes in Scope of Work

- a. "Additional work" shall be defined as work that results from a change or alteration in plans concerning the scope of work of the contract, or added work necessary to meet the performance goals of the scope of work.
- b. "Extra work" shall be defined as work not required under the scope of work of the contract, is something done or furnished beyond the requirements of the contract, and is entirely outside and independent of the scope of work and not contemplated by it.
- c. "Change Order" shall be defined as a written instrument prepared by and signed by the City and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the contract price, and the adjustment, if any, to the contract completion time.
- d. No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.
- e. All change orders shall be considered a written addendum to the Contract.

5.4 Site Preparation

- a. Clearing and Grubbing: All clearing, and grubbing shall be completed to limits shown in the construction documents and in accordance with applicable local, State and Federal ordinances/regulations.
- b. Erosion Control: Erosion control devices shall be installed as shown in the construction documents. The contractor shall maintain all devices throughout the life of the contract.

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- c. Tree Protection: Those trees identified to remain at the completion of the project will be protected with orange construction fencing (or equivalent) throughout the duration of the project. The tree protection area is defined as a ring of fencing with a radius of 1' for every 1" of trunk diameter measured at 4.5' above ground level. Those hardscaped items to be removed during the demolition phase will have the tree protection added immediately after removal. Exceptions to this rule must be approved by the Project Manager in writing.
- d. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc. Repair or replacement of these items will adhere to Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.
- e. Access Control: Contractor will provide for 6' temporary chain-link fencing and gates with opaque screening to be placed around the perimeter of the site for the purpose of limiting access to only employees of the contractor, subcontractors, city employees/inspectors, utility personnel, etc. Any gates will be secured with padlocks to which the City will be given six (6) keys. Screening will be green mesh (or equivalent) and will extend from the bottom of the fencing to the top.
- f. Hours of Operation: Contractor will limit times of activity to 6am to 6pm Monday through Sunday, in accordance with the City's Noise Ordinance. No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

5.5 Schedule for Delivery of Materials

The successful respondent shall be responsible for receiving all materials delivered.

5.6 Waste Disposal

Contractor shall be responsible for disposal of all waste and debris.

5.7 Site Utilities

All site utilities (Electrical, Potable Water, Wastewater, and Storm Drainage/Stormwater) shall be installed as indicated in the construction documents and shall comply with all applicable local, State and Federal codes and regulations in terms of material quality and workmanship. The contractor shall obtain all required permits prior to starting work.

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5.8 Material Data

- a. United States-Produced Iron and Steel (s. 255.0993, Fla. Stat.) - Any iron or steel product permanently incorporated into the project must be produced in the United States

5.9 Construction Administration & Management

- a. Identify a Construction/ Quality Assurance Supervisor. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.
- b. Construction/Quality Assurance Supervisor to provide construction coordination and is responsible for communicating with City of Destin project manager, other contractors; provides directives to sub-contractors and attends scheduled construction meetings on site, and review of all project billing.
 - If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.
 - Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.
 - Responsible for quality control of project and addressing areas that may affect the quality of the project's final product and identify inspection procedures to ensure poor quality issues do not occur.
 - Construction and Quality Assurance Supervisor shall be responsible for overall project construction quality control, inspection/field condition reports, weekly progress reports, project photographs, project schedule coordination, inspection scheduling, and schedule and attend biweekly construction progress meetings with City and other designees

5.10 Inspection, Acceptance, and Title

Inspection and acceptance will be at destination unless otherwise stipulated by the City. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City, unless loss of damage results from negligence by the City or its Departments.

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5.11 Disputes

In case of any doubt or differences of opinion as to the items to be furnished pursuant to the specifications of this Invitation to Bid, the decision of the City Manager shall be final and binding on both parties.

5.12 Payments Withheld

The City may withhold such amounts from any payment as may be necessary to protect itself from loss on account of:

- a. Damage to adjacent property or right(s)-of-way(s)
- b. Defective work not remedied;
- c. Claims filed or reasonable evidence indicating probable filing of claims;
- d. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- e. A reasonable doubt that the contract can be completed for the balance then unpaid;
- f. Damage to another contractor;
- g. Failure to submit required reports; or
- h. Modifications of the contract which necessitate the execution of change orders prior to payment of funds.

5.13 Temporary Suspension of Work

The City shall have the authority to suspend the work wholly or in part as it may deem appropriate where the Contractor fails to perform the work in accordance with plans and specifications.

- a. In the event that the City suspends the work as a result of the failure of the Contractor to comply with plans and specifications, the Contractor shall not be entitled to assert claims for additional time and/or money to complete the project and shall remain liable for satisfactory completion of the contract within the contract time.
- b. An order to suspend the work for periods exceeding one calendar day shall be in writing and shall include specific reason for the suspension.

5.14 Warranty Submittal Requirements

- a. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.
- b. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the

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Contractor's one-year warranty period even though certificates of warranty may not be required.

- c. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.
- d. The City shall incur no labor or equipment cost during the guarantee period.
- e. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

5.15 Defective Work

All work completed by the Bidder at any time during the progress of the work shall be subject to the inspection by the City, who shall have full power to accept or reject any part thereof.

The Bidder shall remedy any defective or unsatisfactory work at no additional cost to the City. In the event the Bidder fails to initiate corrections within forty-eight (48) hours after written notice, the City shall have full right to have same done and to bill the Bidder for cost thereof.

5.16 Project Close-out

Upon notice from the Bidder that work is completed in accordance with the specifications, the City shall make a final inspection of the work. The Bidder will be notified of all instances where his work fails to comply with the specifications. The Bidder shall immediately make those alterations which will make the work fully comply with the specifications. The Bidder shall immediately correct or complete all issues as well as defects that were identified by the City or his/her representative. Upon completion of the repair work the Bidder shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Bidder of any necessary repair work that is not completed. The Bidder shall immediately complete all incomplete work and arrange for re-inspection.

In order to accept project as final the following must occur:

- a. Completion of the punch list.
- b. Acceptance and occupancy of the project.
- c. Submission and approval of final invoice.
- d. Submission of all product warranties and operating manuals.

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- e. Successful Final Completion inspection by the City of Destin, including all Certificate of Occupancy and/or Certificate of Completion requirements.
- f. Provide accurate construction As-Built drawings representing final installation. Provide surveyed As-Built drawings for underground utilities. Provide As-Built information to City of Destin Engineer for review and approval prior to final approval.
- g. Receipt of two (2) hardcopy as-built drawings, stamped by contractor as “As-Built”, in addition to both AutoCAD and PDF electronic versions on a flash drive.
- h. Provide at close of project, all Operations and Maintenance Manuals that include all information and warranties. Provide two (2) copies and an electronic copy in PDF format, on same flash drive.
- i. Provide written warranties covering quality of labor and installation of all products/materials.
- j. All final project submittals are required to be on flash drive format. Documents can be submitted as PDF files.

Any documents prepared by the construction team for this project are for the City of Destin's use. City of Destin shall have sole ownership of such documents to include making reproducible copies for its use and information in connection with follow-up contracts for design services, further planning, construction, or for permitting uses.

6.0 EVALUATION OF RESPONSES

6.1 Selection Process

In general, the City will conduct the selection process in accordance with this Section and all applicable City purchasing policies and procedures.

6.2 Scoring

The criteria to determine the lowest, best responsive, and responsible bidder, is listed numerically below by their relative order of importance.

EVALUATION CRITERIA	Max POINTS
Price Proposal (1-5 points) x2	10
Qualifications/Experience (1-5 points)	5
Project Approach (1-5 points)	5
Past Performance (1-5 points)	5
TOTAL	25

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Scoring Guidance

5 points: Meets the requirement 100%.

4 points: Some minor gaps but substantially meet the requirements.

3 points: More moderate gaps and does not meet the requirements.

2 points: Only partially meets the requirements.

1 point: Does not meet the requirements at all.

6.3 Criteria Descriptions

a. Price Proposal

- Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.
- Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?
- Did bidder provide all the requested cost information?
- How competitive is the price proposal compared to the others received?

b. Qualifications and Experience

- Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?
- Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?
- Do financial qualifications clearly demonstrate financial stability of the company?

c. Project Approach and Performance Differentiators

- Does the submittal include detailed information that demonstrates the bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
- Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
- Has bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
- Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
- Is contractors schedule and availability practical and meet project requirements?

d. Past Performance

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- Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?
- Basis of evaluation:
 - A pattern of successful completion of work
 - A pattern of work identical to, similar to, or related to the work the project requires.
 - Ability shown, through workmanship provided on other projects.
- Did the bidder provide references, did they demonstrate the company's quality of work?

7.0 SUBMITTAL REQUIREMENTS

7.1 No Contact Clause

All prospective responsive bidders are hereby instructed to not contact any member of the Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below, regarding this solicitation or the responsive bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communications between interested responsive bidder and the City must be directed to:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

7.2 Addenda

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued; and if so, to obtain copies of such Addendum from the City Clerk of Destin, and agrees to be bound by all addenda that have been issued for this Request for Bids. If addendum is issued, responsive bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal.

7.3 Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received by 2:00 p.m. (CT), on March 10, 2025. Questions or requests for Bid documents, plans

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RFB NO. 25-02-REC
ANNEX PICKLEBALL COURT (PHASE 1A-B) PROJECT

and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 rbailey@cityofdestin.com.

7.4 Submittal Preparation

Submittals should be prepared in the following order:

- a. Coversheet: provide a submittal cover sheet that includes NO. 25-02-REC, ANNEX PICKLEBALL COURT (PHASE 1A-B) PROJECT, bid opening date and responsive bidder contact information.
- b. Table of Contents: provide Table of Contents to aid the evaluation of the qualifications
- c. Transmittal Letter: provide a signed letter of transmittal that demonstrates the responsive bidder's:
 - commitment to perform the work,
 - understanding of the work to be done, including approach, notional schedule, assumptions, contingencies, and mitigating factors
 - delineating features that articulate why it is the best qualified firm to perform the work (e.g. bidder's qualifications, competence, and capacity for the construction proposed in this RFB),
- d. Price Proposal Sheet
- e. Completed Forms [Reference RFB Attachments]
 - Attachment NO. 1 - Responsive Bidder Qualification Statement
 - Attachment NO. 2 - Public Entity Crime Form
 - Attachment NO. 3 - Drug Free Workplace Certification Form
 - Attachment NO. 4 - Bid Bond Form
 - Attachment NO. 5 - Anti-Human Trafficking Affidavit
 - Attachment NO. 6 - Anti-Collusion Statement
- f. Proof of Insurance: provide proof of insurance meeting minimum insurance requirements as outlined in section 4.3 Insurance Requirements.
- g. Proof of licensing and certifications: provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.2 License Requirements.
- h. Addendums (if applicable)

Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.

7.5 Price Proposal Sheet

The 'Total Base Bid' and 'Total Alternative Bid Items' amounts, as respectively submitted by the bidder in the Price Proposal Sheet, shall include the cost of all work and all costs incidentals thereto, to accomplish the scope identified in this RFB and supporting Exhibits.

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7.6 Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all responsive bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all responsive bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

7.7 Drug Free Workplace Program

Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more proposals, which are equal in respect to quality and service, are received and rated by the City. Responsive bidders intending to demonstrate a Drug-Free Workplace Program shall provide certification form with the RFB submittal.

7.8 Public Entity Crime Form

Each submittal shall contain a completed Public Entity Crime Form pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any proposal from or award any contract to, or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

7.9 Anti-Human Trafficking Affidavit

All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

7.10 Sealed Submittal Packages

All proposals to be considered must be in the possession of the Destin City Clerk no later than **2:00 p.m. (CT), on March 27, 2025**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **“RFB NO. 25-02-REC - ANNEX PICKLEBALL COURT (PHASE 1A-B) PROJECT”** and note the time and date of the opening. Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

**REQUEST FOR BIDS
RFB NO. 25-02-REC
ANNEX PICKLEBALL COURT (PHASE 1A-B) PROJECT**

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

7.11 Bid Withdrawals

Bidders may withdraw a bid after it has been deposited with the Purchasing Division office any time before the scheduled time for opening the bids.

7.12 Bid Opening

Proposals are presently scheduled to be opened publicly and read aloud at **2:00 p.m. (CT), on March 27, 2025** in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

7.13 Reservation of Rights

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the proposal or award multiple proposals or take any other actions deemed by the City to be in the City's best interest.

7.14 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 THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

The successful responsive bidder shall:

- a. Keep and maintain public records required by the CITY to perform the service.
- b. Upon request from the City's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.

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- 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 CONTRACTOR does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the GROUP transfers all public records to the CITY 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 GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**RFP NO. 25-02-REC
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By: _____	Corporation	☐
Name: _____	Partnership	☐
Address: _____	Individual	☐
City, State, Zip: _____	Other	☐
Telephone No.: _____		
Email: _____		

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the responsive bidder is:

The address of the principal place of business is:

2. If responsive bidder is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

10. State the name of the individual who will have personal supervision of the work:

11. State the name and address of attorney, if any, for the business of the responsive bidder:

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		<u>Revenue Index Number</u>
a.	Government Related Work	
b.	Non-Governmental Related Work	
	<i>Total Work (a +b):</i>	

Revenue Index Number

1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

15. Bank References:

Bank	Address	Telephone

16. What will be your turnaround time for written responses to City inquiries?

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Notary Public (Signature)

My Commission Expires: _____

END OF SECTION

RFP NO. 25-02-REC
ATTACHMENT NO. 2
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract _____

2. This sworn statement is submitted by _____ whose business address is _____

and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

3. My name is _____ and my relationship to the entity named above is _____

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature) Date: _____

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

END OF SECTION

RFP NO. 25-02-REC
ATTACHMENT NO. 3
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

END OF SECTION

RFP NO. 25-02-REC
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as _____ Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this ____ day of _____, 20__

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 25-02-REC, ANNEX PICKLEBALL COURT (PHASE 1A-B) PROJECT**.

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

(Seal) Surety's Name and Corporate Seal

By: _____ (L.S.) By: _____

Signature (attach power of attorney)

Title: _____

Title: _____

Attest: _____

Attest: _____

Signature and Title

Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

RFP NO. 25-02-REC
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____
(insert title) on behalf of _____ (insert entity name)
under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name:

Title:

Nongovernmental entity:

Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me _____ in person or _____ remote notarization
by _____ as _____ on behalf of
_____, who is personally known to me
or who produced _____ as identification this _____
day of _____, 202____.

Notary Public

(Notary Seal)

RFP NO. 25-02-REC
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:

The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Bidder's Company Name

Authorized Signature

Authorized Signatory (Print Name)

Address

Title

Phone #

Fax #

Federal ID # or SS #

**RFP NO. 25-02-REC
EXHIBITS A-B**

See documents posted on <https://www.cityofdestin.com/Bids.aspx>.

Exhibit A – Price Proposal Sheet

Bidder may use paper copy provided on next page of this bid document or may use the MS Excel fillable spreadsheet posted at the site above.

Exhibit B – Civil Design Plans

			EXHIBIT A - BID PROPOSAL FORM PRICE PROPOSAL SHEET Destin, FL RFB NO. 24-06-REC, ANNEX PICKLEBALL COURTS (P1A-B)		2024.08.23 Pg 1 of 1	
BIDDER NAME:						
Item No.	Unit	Amt	Description	Unit Price	Total Price	
SECTION 1 - GRADING						
1.1	LS	1	Mobilization / Demobilization	\$	\$	
1.2	AC	0.54	Clearing	\$	\$	
1.3	LS	1	Construction Staking	\$	\$	
SECTION 2 - SITE IMPROVEMENTS						
2.1	SY	933	2" Layer Type Sp 9.5 Asph. Conc	\$	\$	
2.2	SY	933	8" Graded Aggregate Base	\$	\$	
2.3	SY	933	12" Compacted Subbase	\$	\$	
2.4	SY	355	Sidewalk (width varies)	\$	\$	
2.5	LS	1	Prefabricated Bathroom	\$	\$	
2.6	LF	384	8' Fencing and 6 gates	\$	\$	
2.7	LF	192	4' Fencing and 2 gates	\$	\$	
2.8	LS	1	Court Lighting / Electrical	\$	\$	
2.9	SY	2240	Finish Grading	\$	\$	
2.10	SF	229	Striping & Signage	\$	\$	
2.11	LS	1	Maintenance of Traffic	\$	\$	
SECTION 3 - STORM DRAINAGE SYSTEM						
3.1	LF	1160	Silt Fence	\$	\$	
3.2	SY	1350	Sod	\$	\$	
SECTION 4 - WATER & SEWER SYSTEMS						
4.1	LF	206	1" Water Service	\$	\$	
4.2	EA	1	Tapping Sleeve & Valve	\$	\$	
4.3	LS	1	Miscellaneous Fittings	\$	\$	
4.4	EA	1	Simplex Grinder Station & valve box	\$	\$	
4.5	LF	638	2" Forcemain	\$	\$	
4.6	LS	1	Connection to existing station	\$	\$	
4.7	LF	35	Directional bore	\$	\$	
SECTION 5 - MISCELLANEOUS						
5.1	EA	2	8' Bench with Canopy	\$	\$	
5.2	EA	4	Pickleball Net System	\$	\$	
5.3	EA	4	Court paint (Acrylic / Non slip)	\$	\$	
5.4	LS	1	Landscaping	\$	\$	
5.5	LS	1	Irrigation	\$	\$	
5.6	EA	1	Bicycle Rack	\$	\$	
				TOTAL BASE BID: \$		
The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.						
Item No.	Unit	Amt	Description	Unit Price	Total Price	
A	CY	1	Class III Material Disposal	\$	\$	
B	CY	1	Concrete	\$	\$	
C	CY	1	Select Backfill	\$	\$	
				\$		
ALTERNATE BID ITEMS						
1A.1	CY	94	#89 Stone Gravel (3" thick)	\$	\$	
1A.2	SY	1,120	Grading	\$	\$	
1A.3	SY	312	Grassing (4' back of gravel)	\$	\$	
1B.1	EA	2	8' Bench with Canopy	\$	\$	
				TOTAL ALTERNATE BID ITEMS: \$		
NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.						
NOTE 2: CY = Cubic Yard; EA = Each; LF = Linear Foot; LS = Lump Sum; SY = Square Yard						
RE - CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION BIDS MAY NOT BE CHANGED AFTER BEING OPENED.						



EXHIBIT A - BID PROPOSAL FORM
PRICE PROPOSAL SHEET

Destin, FL
RFB NO. 24-15-REC, ANNEX PICKLEBALL COURTS (P1A-B)

2025.01.07
Pg 1 of 1

BIDDER NAME:

Item No.	Unit	Amt	Description	Unit Price	Total Price
SECTION 1 - GRADING					
1.1	LS	1	Mobilization / Demobilization	\$	\$
1.2	AC	0.54	Clearing	\$	\$
1.3	LS	1	Construction Staking	\$	\$
SECTION 2 - SITE IMPROVEMENTS					
2.1	SY	933	2" Layer Type Sp 9.5 Asph. Conc	\$	\$
2.2	SY	933	8" Graded Aggregate Base	\$	\$
2.3	SY	933	12" Compacted Subbase	\$	\$
2.4	SY	355	Sidewalk (width varies)	\$	\$
2.5	LS	1	Prefabricated Bathroom	\$	\$
2.6	LF	384	8' Fencing and 6 gates	\$	\$
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2.9	SY	2240	Finish Grading	\$	\$
2.10	SF	229	Striping & Signage	\$	\$
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3.1	LF	1160	Silt Fence	\$	\$
3.2	SY	1350	Sod	\$	\$
SECTION 4 - WATER & SEWER SYSTEMS					
4.1	LF	206	1" Water Service	\$	\$
4.2	EA	1	Tapping Sleeve & Valve	\$	\$
4.3	LS	1	Miscellaneous Fittings	\$	\$
4.4	EA	1	Simplex Grinder Station & valve box	\$	\$
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4.6	LS	1	Connection to existing station	\$	\$
4.7	LF	35	Directional bore	\$	\$
SECTION 5 - MISCELLANEOUS					
5.1	EA	2	Pickleball Net System	\$	\$
5.2	EA	4	Court paint (Acrylic / Non slip)	\$	\$
5.3	EA	4	Landscaping	\$	\$
5.4	LS	1	Bicycle Rack	\$	\$
TOTAL BASE BID:					\$

The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.

Item No.	Unit	Amt	Description	Unit Price	Total Price
A	CY	1	Class III Material Disposal	\$	\$
B	CY	1	Concrete	\$	\$
C	CY	1	Select Backfill	\$	\$
				\$	\$
ALTERNATE BID ITEMS					
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1A.2	SY	1,120	Grading	\$	\$
1A.3	SY	312	Grassing (4' back of gravel)	\$	\$
1B.1	EA	2	8' Bench with Canopy	\$	\$
TOTAL ALTERNATE BID ITEMS:					\$

NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.

NOTE 2: CY = Cubic Yard; EA = Each; LF = Linear Feet; LS = Lump Sum; SY = Square Yard

RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION
BIDS MAY NOT BE CHANGED AFTER BEING OPENED.

100% PLAN SET



NOT TO SCALE

(WATER/SEWER)

(TELEPHONE)

(ELECTRIC)

(GAS)

CITY OF DESTIN

DUTY TO INDEMNIFY

THE CONTRACTOR SHALL DEFEND, INDEMNIFY, KEEP AND SAVE HARMLESS THE OWNER AND ENGINEER AND THEIR RESPECTIVE MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES, IN BOTH INDIVIDUAL AND OFFICIAL CAPACITIES, AGAINST ALL SUITS, CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, CAUSED BY, GROWING OUT OF, OR INCIDENTAL TO THE PERFORMANCE OF THE WORK UNDER THE CONTRACT BY THE CONTRACTOR OR ITS SUBCONTRACTORS TO THE FULL EXTENT AS ALLOWED BY THE LAWS OF THE STATE OF FLORIDA AND NOT BEYOND ANY EXTENT WHICH WOULD RENDER THESE PROVISIONS VOID OR UNENFORCEABLE. IN THE EVENT OF ANY SUCH INJURY (INCLUDING DEATH) OR LOSS OR DAMAGE OR CLAIMS THEREFORE, THE CONTRACTOR SHALL GIVE PROMPT NOTICE TO THE OWNER.

USE LATEST CITY OF DESTIN AND/OR
F.D.O.T. TECHNICAL SPECIFICATIONS AND
DETAILS UNLESS OTHERWISE NOTED.

#

01	COVER SHEET
02	EXISTING CONDITIONS
03	MASTER SITE PLAN
04	MASTER GRADING PLAN
05	PHASE 1 SITE & UTILITY PLAN
06	PHASE 1 GRADING & DRAINAGE PLAN
07	MASTER LANDSCAPE PLAN
08	MISCELLANEOUS DETAILS
09	GRINDER STATION DETAILS
10	DWU UTILITY DETAILS I
11	DWU UTILITY DETAILS II
12	SPECIFICATIONS I
13	SPECIFICATIONS II



JEICIVIL.COM



REV	DATE	DESCRIPTION	BY
1	2/6/2024	REVISIONS PER CITY COUNCIL MEETING (2/5/2024) DIRECTION	MSJ
2	5/10/2024	REVISIONS PER CITY 60% REVIEW	MSJ
3	5/15/2024	REVISIONS PER CITY 100% REVIEW	MPP

CITY OF DESTIN
CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

COVER SHEET

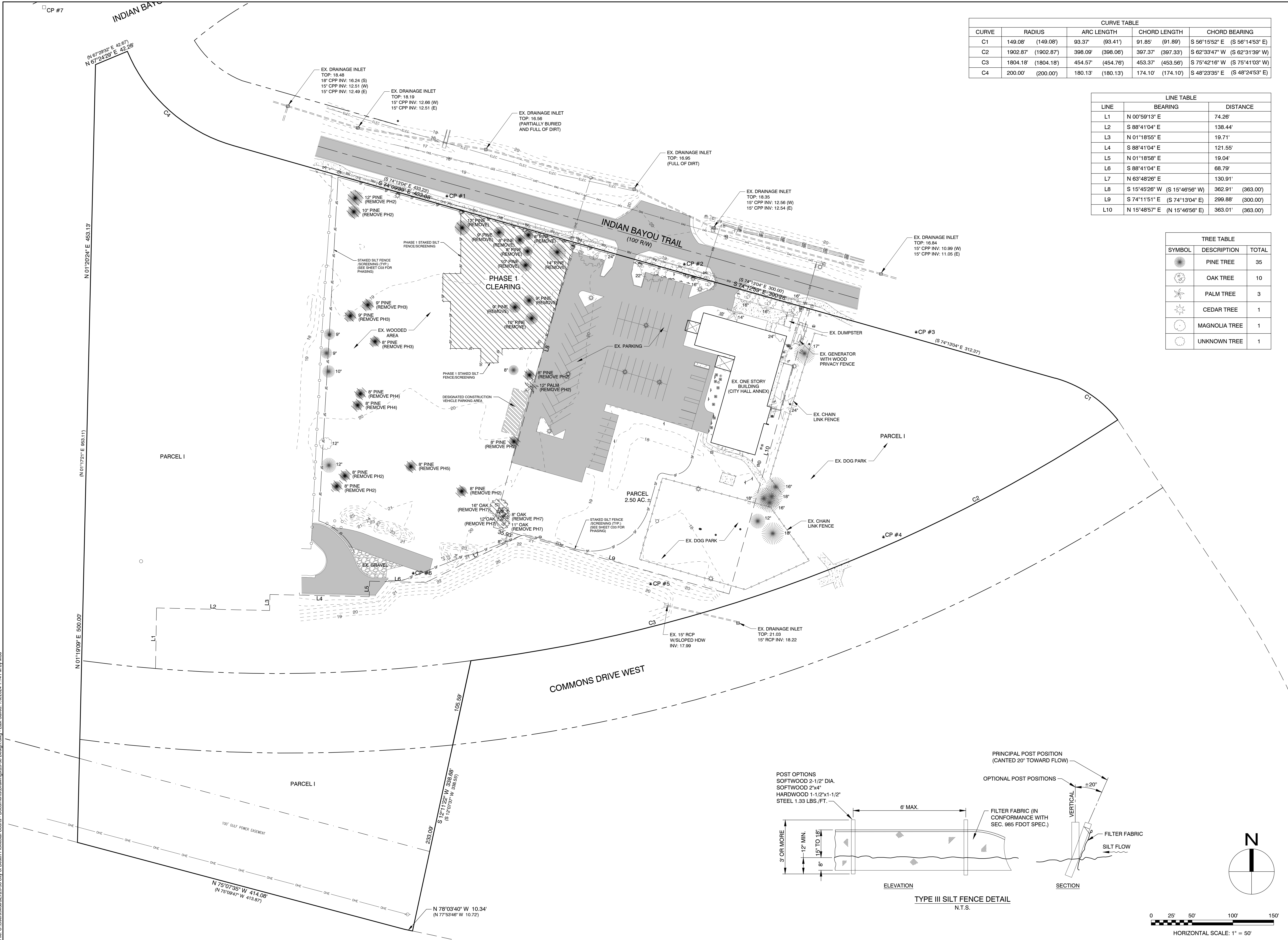
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ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
01 OF 13

SHEET NUMBER
C01

FOR PERMITTING ONLY - NOT FOR CONSTRUCTION

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CURVE TABLE					
CURVE	RADIUS		ARC LENGTH		CHORD BEARING
C1	149.08'	(149.08')	93.37'	(93.41')	S 56°15'52" E (S 56°14'53" E)
C2	1902.87'	(1902.87')	398.09'	(398.06')	S 62°33'47" W (S 62°31'39" W)
C3	1804.18'	(1804.18')	454.57'	(454.76')	S 75°42'16" W (S 75°41'03" W)
C4	200.00'	(200.00')	180.13'	(180.13')	S 48°23'35" E (S 48°24'53" E)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°59'13" E	74.26'
L2	S 88°41'04" E	138.44'
L3	N 01°18'55" E	19.71'
L4	S 88°41'04" E	121.55'
L5	N 01°18'58" E	19.04'
L6	S 88°41'04" E	68.79'
L7	N 63°48'28" E	130.91'
L8	S 15°45'26" W (S 15°46'56" W)	362.91' (363.00')
L9	S 74°11'51" E (S 74°13'04" E)	299.88' (300.00')
L10	N 15°48'57" E (N 15°46'56" E)	363.01' (363.00')

TREE TABLE		
SYMBOL	DESCRIPTION	TOTAL
	PINE TREE	35
	OAK TREE	10
	PALM TREE	3
	CEDAR TREE	1
	MAGNOLIA TREE	1
	UNKNOWN TREE	1

JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVIL.COM

M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

REV	DATE	DESCRIPTION
1	2/8/2024	REVISIONS PER CITY COUNCIL MEETING (2/8/2024) DIRECTION
2	5/10/2024	REVISIONS PER CITY 80% REVIEW
3	5/15/2024	REVISIONS PER CITY 100% REVIEW

CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

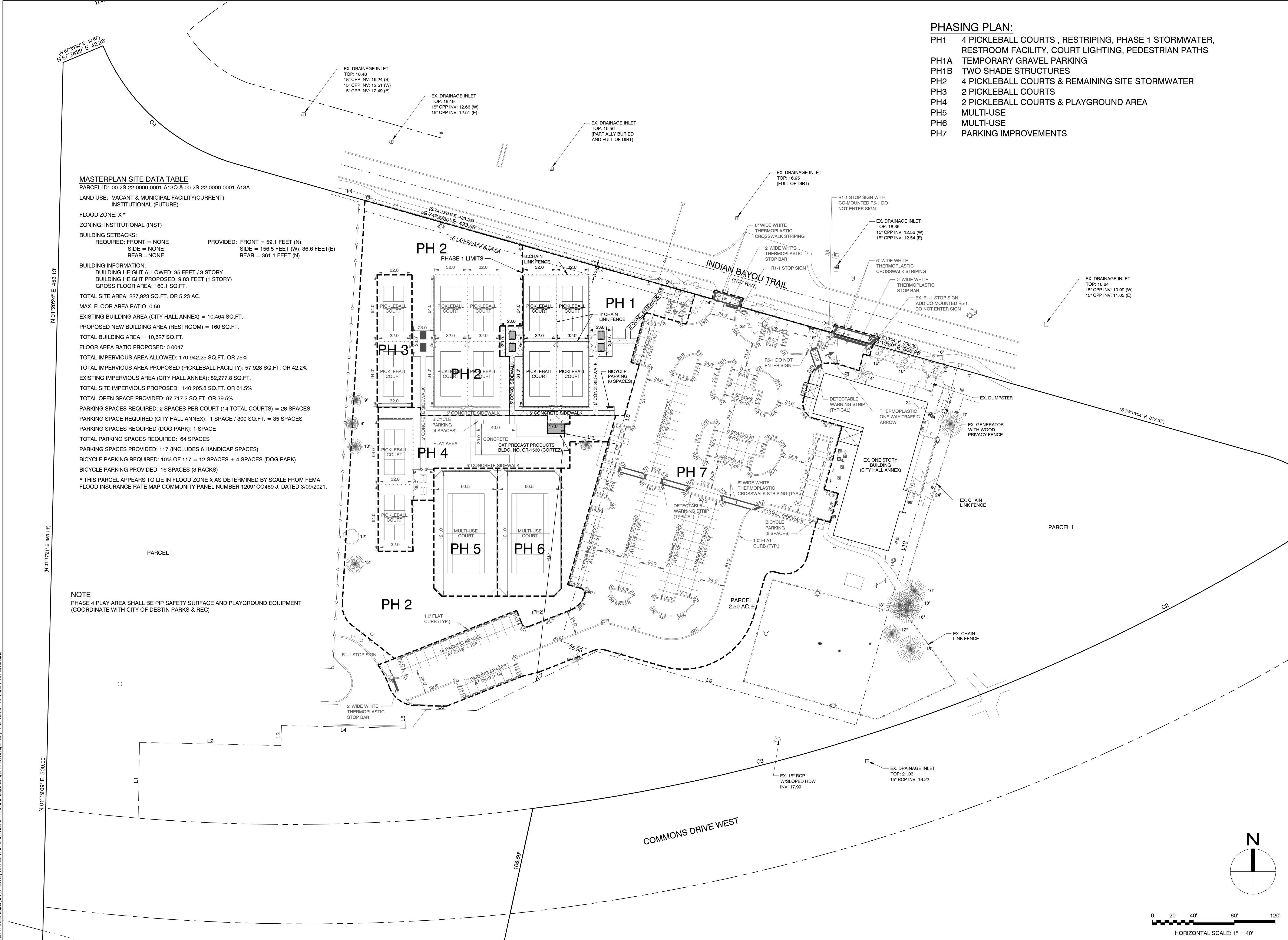
EXISTING CONDITIONS

JOB: 23-58
DATE: 10-2023
DESIGNED: MSJ
DRAWN: MPF

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DRAWING NUMBER
02 OF 13

SHEET NUMBER
C02



JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVIL.COM

M. SCOTT JENKINS, P.E.
FL REGISTRATION NO. 58073

REV	DATE	DESCRIPTION
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CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

MASTER SITE PLAN

NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 23-58
DATE: 10-2023
DESIGNED: MSJ
DRAWN: MPF

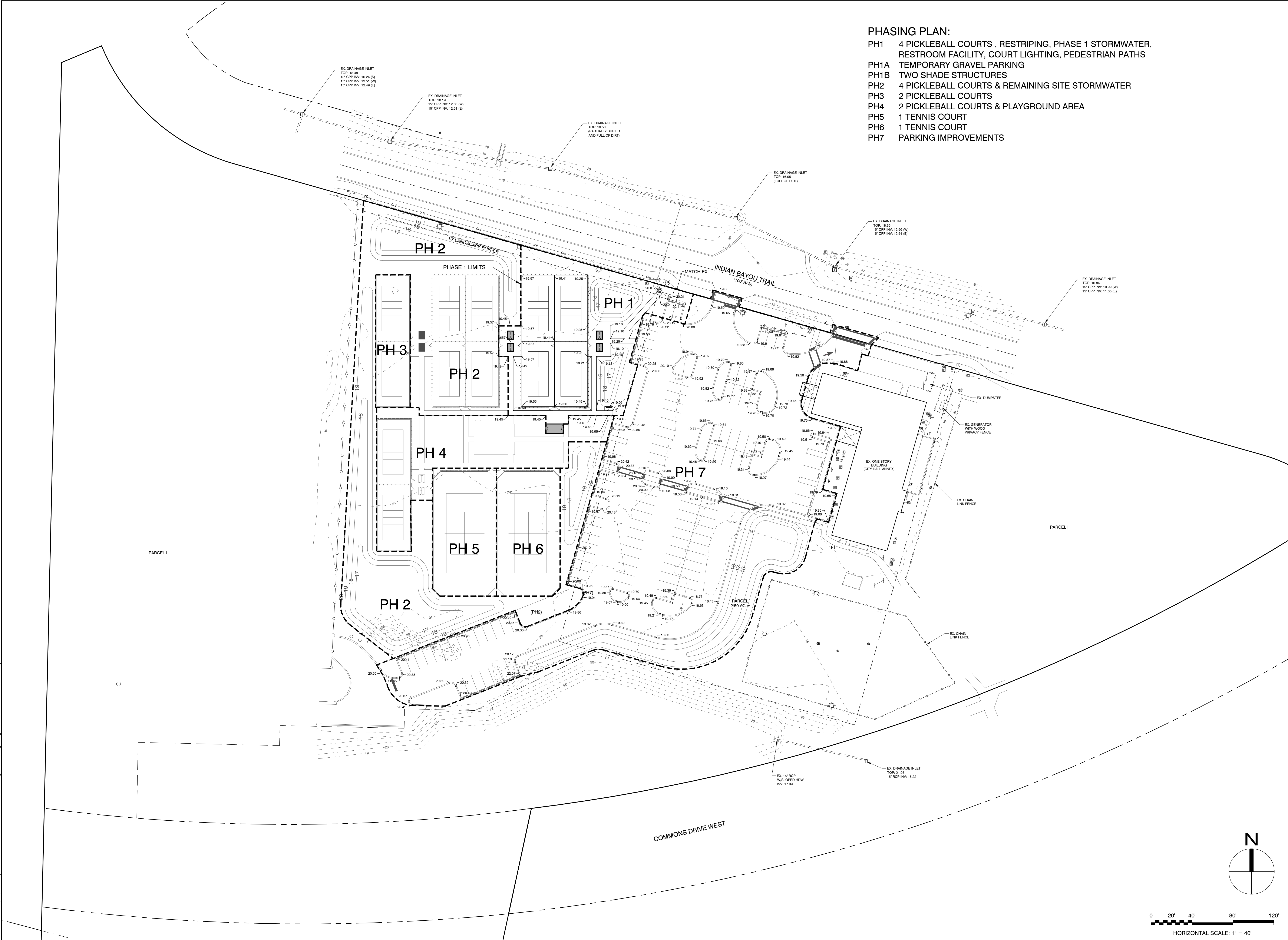
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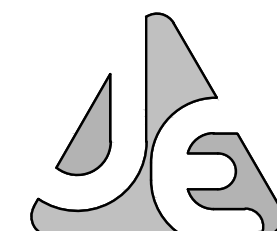
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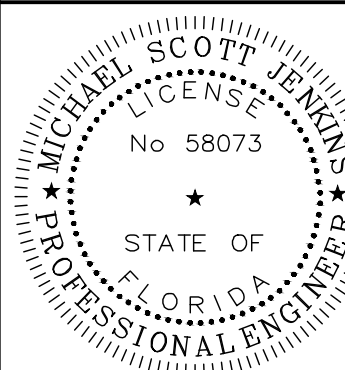
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- PHASING PLAN:**
- PH1 4 PICKLEBALL COURTS , RESTRIPIING, PHASE 1 STORMWATER, RESTROOM FACILITY, COURT LIGHTING, PEDESTRIAN PATHS
 - PH1A TEMPORARY GRAVEL PARKING
 - PH1B TWO SHADE STRUCTURES
 - PH2 4 PICKLEBALL COURTS & REMAINING SITE STORMWATER
 - PH3 2 PICKLEBALL COURTS
 - PH4 2 PICKLEBALL COURTS & PLAYGROUND AREA
 - PH5 1 TENNIS COURT
 - PH6 1 TENNIS COURT
 - PH7 PARKING IMPROVEMENTS



JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVIL.COM



STATE OF FLORIDA
MICHAEL SCOTT JENKINS
LICENSE NO. 58073
PROFESSIONAL ENGINEER

BY	MSJ	MSJ	MPF
DESCRIPTION	REVISIONS PER CITY COUNCIL MEETING (2/5/2024) DIRECTION	REVISIONS PER CITY COUNCIL MEETING (2/5/2024) DIRECTION	REVISIONS PER CITY COUNCIL MEETING (2/5/2024) DIRECTION
DATE	2/8/2024	5/10/2024	5/15/2024
REV	1	2	3

CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

MASTER GRADING PLAN

NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 23-58

DATE: 10-2023

DESIGNED: MSJ

DRAWN: MPF

BAR IS ONE INCH ON ORIGINAL

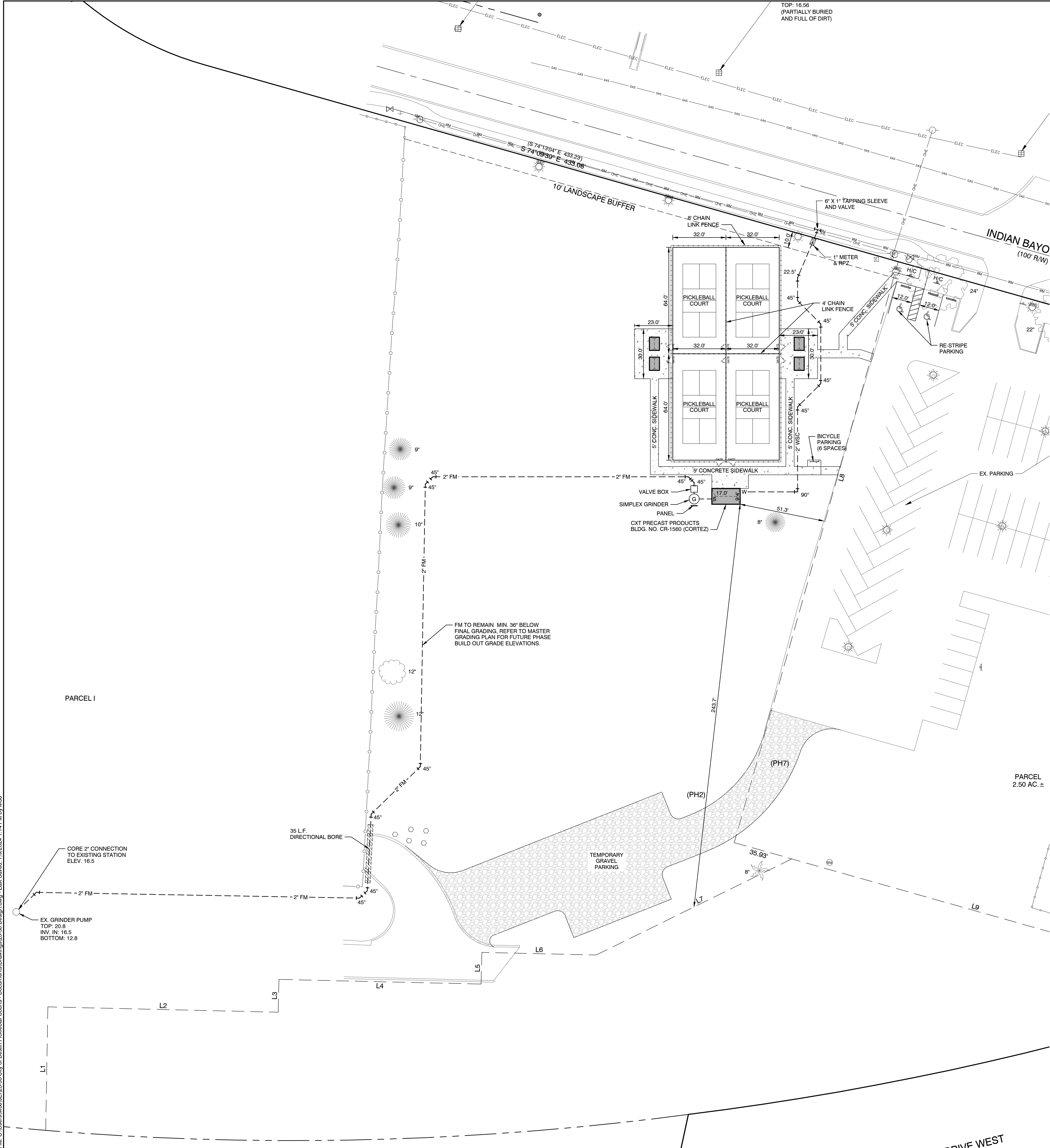
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DRAWING NUMBER
04 OF 13

SHEET NUMBER
C04

FOR PERMITTING ONLY - NOT FOR CONSTRUCTION

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- CITY OF DESTIN DUST NOTES:**
- CITY OF DESTIN DUST CONTROL REQUIREMENTS
1. GRADING OPERATIONS WILL NOT BE CONDUCTED WHEN WINDS EXCEED 30 MILES PER HOUR.
 2. WATER WILL BE APPLIED WITH HOSE OR WATER TRUCK, AS NECESSARY, DURING EXCAVATION ACTIVITIES.
 3. CONTRACTOR SHALL ENSURE THAT ANY OPEN-BODIED TRUCKS, TRAILERS OR OTHER VEHICLES TRANSPORTING PARTICULATE MATTER SHALL BE COVERED OR WETTED TO MINIMIZE DUST GENERATION DURING TRANSPORT.
 4. STOCKPILED MATERIAL SHALL BE COVERED OR WETTED, AS REQUIRED, TO MINIMIZE DUST GENERATION DURING HIGH WIND CONDITIONS.
 5. CONTRACTOR SHALL MINIMIZE THE HEIGHTS INVOLVED IN TRANSFER PROCESSES INVOLVING FREE FALL OF SOIL OR OTHER PARTICULATE MATTER TO MINIMIZE DUST EMISSIONS.
 6. WATER WILL E APPLIED BY HOSE OR WATER TRUCK, AS NECESSARY, TO UNPAVED SURFACES, INCLUDING ADJACENT RIGHT-OF-WAYS, OR ANY OTHER SURFACE THAT COULD CREATE AIRBORNE DUST.
 7. GROUND COVER WILL BE PLACED FOR ALL OPEN AREAS IMMEDIATELY AFTER CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED.
 8. DESIGNATED ROUTES WITHIN THE JOB SITE THAT WILL BE USED BY VEHICLES TRANSPORTING SOIL OR OTHER MATERIALS TO AND FROM THE SITE SHALL BE CLEARLY INDICATED.
 9. CONTRACTOR SHALL PROVIDE BRUSHES, BROOMS, WATER, OR PRESSURE WASHERS, AS REQUIRED, TO REMOVE SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER FROM VEHICLE TIRES AND UNDERCARRIAGES PRIOR TO LEAVING THE SITE IN ORDER TO PREVENT THE TRACKING OUT OF SAID SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER ONTO THE ADJACENT RIGHT-OF-WAYS.
 10. MAXIMUM SPEED OF CONSTRUCTION EQUIPMENT OR MATERIAL DELIVERIES SHALL BE 20 MILES PER HOUR.
 11. ANY SOIL, SAND AND OTHER MATERIAL DEPOSITED OR EMITTED ONTO ANY RIGHT-OF-WAYS NEAR THE SITE SHALL BE REMOVED WITHIN 48 HOURS.
 12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ANY DUST CONTROL SYSTEMS AND/OR DEVICES, INCLUDING BUT NOT LIMITED TO WATER APPLICATION SYSTEMS, FILTER REPLACEMENT, OR DAILY REMOVAL OF EXCESS DUST FROM CONTAINMENT AREAS ARE IN PROPER WORKING CONDITIONS PER MANUFACTURERS REQUIREMENTS OR STANDARD INDUSTRY PRACTICE.
 13. MONITORING OF DUST EMISSIONS SHALL BE DONE TO ENSURE COMPLIANCE WITH RELEVANT REGULATORY REQUIREMENTS.
 14. 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 JOB SITE AT ALL TIMES.

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

CITY OF DESTIN CONSTRUCTION SCREENING CRITERIA:

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

- FIRE DISTRICT NOTES:**
1. ALL FIRE DISTRICT REVIEWS WILL BE IN ACCORDANCE WITH THE 8TH EDITION, FLORIDA FIRE PREVENTION CODE, APPROPRIATE FLORIDA STATUTES, FLORIDA ADMINISTRATIVE CODES, AND LOCAL ORDINANCES. SUBMITTALS SHALL COMPLY WITH FLA STATUTE 61G15-32. ALL SUBMITTALS SHALL REFERENCE THE APPROPRIATE CODE EDITIONS.
 2. THE FIRE PROTECTION SYSTEM SHALL BE DESIGNED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER. ALL SUBMITTALS SHALL BE SEALED, SIGNED, AND DATED BY THE ENGINEER OF RECORD. THE ENGINEER OF RECORD SHALL INCLUDE HYDRAULIC CALCULATIONS FOR THE FIRE SPRINKLER SYSTEM.
 3. THE FIRE ALARM SYSTEM SHALL BE DESIGNED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER. ALL SUBMITTALS SHALL BE SEALED, SIGNED, AND DATED BY THE ENGINEER OF RECORD.
 4. A WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT AND ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION, SHALL BE MADE AVAILABLE PRIOR TO DELIVERY OF COMBUSTIBLE MATERIALS.
 5. FIRE DEPARTMENT ACCESS TO AND ON THE SITE SHALL BE MAINTAINED AT ALL TIMES.
 6. THE UNDERGROUND FIRE SERVICE LINE, FROM THE POINT OF SERVICE TO 12" ABOVE THE FINISHED FLOOR, SHALL BE INSTALLED BY A CONTRACTOR LICENSED TO INSTALL THE DEDICATED PORTION OF THE FIRE SERVICE LINE. THE DESIGNATED POINT OF SERVICE SHALL BE APPROVED BY DESTIN FIRE DISTRICT. ONE (1) SET OF DRAWINGS OF THE PLANNED UNDERGROUND AND MATERIAL DATA SHEETS MUST BE SUBMITTED TO THE DESTIN FIRE DISTRICT OFFICE FOR REVIEW AND APPROVAL PRIOR TO STARTING INSTALLATION.
 7. FLUSHING OF AND THE 200 PSI PRESSURE TEST OF THE FIRE SERVICE LINES MUST BE WITNESSED BY A REPRESENTATIVE OF DESTIN FIRE DISTRICT. THE UNDERGROUND CONTRACTOR SHALL PROVIDE A COMPLETED 'CONTRACTOR'S MATERIAL AND TEST CERTIFICATE FOR UNDERGROUND PIPING' AT THE TIME OF THE FINAL PRESSURE TEST.
 8. A RAPID ENTRY BOX (KNOX BOX) IS REQUIRED. CONTACT DESTIN FIRE DISTRICT PRIOR TO ORDERING.
 9. FIRE FIGHTER SAFETY SYMBOLS ARE REQUIRED.
 10. THE FIRE DISTRICT REQUIRES A COMPLETE ELECTRONIC PACKAGE OF PDF FILES ON A CD OR USB FLASH DRIVE. SUBMITTAL MUST INCLUDE ENGINEERED DRAWINGS OF THE FIRE SPRINKLER AND FIRE ALARM SYSTEMS.
 11. FIRE SAFETY PUBLIC SAFETY FACILITIES FEES (IMPACT FEES) AND PLAN REVIEW FEES WILL BE ASSESSED WHEN BUILDING PLANS ARE SUBMITTED. ALL FEES MUST BE PAID UPON COMPLETION OF REVIEW.

- BUILDING DIVISION NOTES:**
1. PROPER PERMITTING MUST BE APPLIED FOR AND APPROVED PRIOR TO ANY WORK BEING PERFORMED ON THE SUBJECT PROPERTY.
 2. TWO (2) FULL SETS OF SIGNED AND SEALED CONSTRUCTION PLANS AND ONE (1) CD, SPECIFICATIONS, AND RELATED DOCUMENTS (SITE PLAN) AS REQUIRED BY THE FLORIDA BUILDING CODE CHAPTER 1 MUST BE SUBMITTED TO AND BE REVIEWED BY THE BUILDING DIVISION PRIOR TO ISSUANCE OF A PERMIT.
 3. PLANS SHALL BE BASED ON THE FOLLOWING CODES (AS APPLICABLE) AND NOTED ON THE CONSTRUCTION DRAWINGS INFORMATIONAL PAGE: 2020 FLORIDA BUILDING CODE, 2020 FLORIDA FIRE PREVENTION CODE, AND 2020 NATIONAL ELECTRICAL CODE. THE FOLLOWING MINIMUM INFORMATION WILL BE REQUIRED AS APPLICABLE: CONSTRUCTION TYPE, OCCUPANCY CLASSIFICATION, OCCUPANCY LOAD, MEAN ROOF HEIGHT AND PITCH, BUILDING AREA, AREA MODIFICATION, FIRE PROTECTION - SPRINKLED/NON-SPRINKLED, ULTIMATE WIND SPEED - RISK CATEGORY - WIND EXPOSURE, INTERNAL PRESSURE COEFFICIENT, DESIGN LOAD BEARING VALUE OF SOILS. (FOR A COMPLETE LIST OF MINIMUM PLAN REVIEW CRITERIA SEE 107.3.4 FBC.)
 4. DESTIN FIRE CONTROL DISTRICT APPROVAL LETTER BASED ON FINAL CONSTRUCTION DOCUMENTS PRIOR TO ISSUANCE OR A PERMIT.

- CITY OF DESTIN EMERGENCY CONTACT REQUIREMENTS:**
1. DEVELOPMENT SHALL PROVIDE A POSTED SIGN NOTIFYING THE PUBLIC OF THE NAME, AND 24 HOURS A DAY, 7 DAYS A WEEK EMERGENCY CONTACT PHONE NUMBER OF THE PARTY RESPONSIBLE FOR DEVELOPMENT SITE.
 2. SIGN SHALL BE NO LARGER THAN 18"x24" AND NO SMALLER THAN 10"x16".
 3. SIGN SHALL BE PROMINENTLY PLACED ON SITE, NO FURTHER THAN 5 FEET FROM ADJACENT RIGHT-OF-WAY, AND SHALL BE LEGIBLE WHEN VIEWED FROM RIGHT-OF-WAY.
 4. SIGN SHALL BE PLACED AT EXPENSE OF OWNER, PRIOR TO COMMENCEMENT OF CONSTRUCTION.
 5. OWNER SHALL PROVIDE CITY WITH A PHOTO OF SIGN AND POSTING OF PROPERTY AFFIDAVIT WITHIN 7 DAYS OF SIGN BEING POSTED.
 6. SIGN SHALL BE REMOVED WITHIN 5 DAYS AFTER ISSUANCE OF CERTIFICATE OF OCCUPANCY OR CERTIFICATE OF COMPLETION FOR THE PROJECT.

- OFFICE OF PUBLIC SERVICES NOTES:**
1. PRIOR TO OBTAINING ANY CITY OF DESTIN PERMITS, DEVELOPER/CONTRACTOR SHALL OBTAIN AN FDEP NPDES PERMIT AND SUBMIT A COPY TO THE PUBLIC SERVICES DIRECTOR.
 2. THE DEVELOPER/OWNER, ENGINEER OF RECORD, AND CONTRACTOR SHALL MAKE THEMSELVES FAMILIAR WITH THE CODES LAOCATED IN CHAPTER 8 (TRANSPORTATION) OF THE CITY OF DESTIN LAND DEVELOPMENT CODE, AND COMPLY WITH THE CODES PRIOR TO OBTAINING A CERTIFICATE OF OCCUPANCY.
 3. THE DEVELOPER/OWNER, ENGINEER OF RECORD, AND CONTRACTOR SHALL MAKE THEMSELVES FAMILIAR WITH THE CODES LAOCATED IN CHAPTER 11.09.00 (ILLCIT DISCHARGE) OF THE CITY OF DESTIN LAND DEVELOPMENT CODE, AND COMPLY WITH THE CODES PRIOR TO OBTAINING A CERTIFICATE OF OCCUPANCY.
 4. AT TIME OF CONSTRUCTION PERMIT SUBMITTAL, ALL BUILDING DESIGN PLANS MUST BE BASED ON THE 2023 FLORIDA BUILDING CODE.

SITE DATA TABLE (PHASE 1)

PARCEL ID: 00-25-22-0000-0001-A13Q

LAND USE: VACANT (CURRENT)
INSTITUTIONAL (FUTURE)

FLOOD ZONE: X *

ZONING: INSTITUTIONAL (INST)

BUILDING SETBACKS:

REQUIRED: FRONT = NONE	PROVIDED: FRONT = 59.1 FEET (N)
SIDE = NONE	SIDE = 156.5 FEET (W), 36.6 FEET (E)
REAR = NONE	REAR = 361.1 FEET (N)

BUILDING INFORMATION:

BUILDING HEIGHT ALLOWED: 35 FEET / 3 STORY
BUILDING HEIGHT PROPOSED: 9.83 FEET (1 STORY)
GROSS FLOOR AREA: 160.1 SQ. FT.

TOTAL SITE AREA: 137,160 SQ. FT. OR 3.15 AC.

MAX. FLOOR AREA RATIO: 0.50

FLOOR AREA RATIO PROPOSED: 0.00117

TOTAL IMPERVIOUS AREA ALLOWED: 102,870 SQ. FT. OR 75%

TOTAL IMPERVIOUS AREA PROPOSED: 57,928 SQ. FT. OR 42.2%

PHASE 1 IMPERVIOUS AREA PROPOSED: 12,483 SQ. FT. OR 9.1%

OPEN SPACE PROVIDED: 79,232 SQ. FT. OR 57.8%

PARKING SPACES REQUIRED: 2 SPACES PER COURT = 28 SPACES

PARKING SPACES PROVIDED: 28 (INCLUDES 2 HANDICAP SPACES)

BICYCLE PARKING REQUIRED: 10% OF 28 = 2.8 SPACES

BICYCLE PARKING PROVIDED: 6 SPACES (1 RACK)

* THIS PARCEL APPEARS TO LIE IN FLOOD ZONE X AS DETERMINED BY SCALE FROM FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 12091C0489 J, DATED 3/09/2021.

DIMENSION NOTE

ALL CURB DIMENSIONS ARE TO FLOW LINE UNLESS OTHERWISE NOTED.

0 15' 30' 60' 90'

HORIZONTAL SCALE: 1" = 30'

0 1' 1"

IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

BAR IS ONE INCH ON ORIGINAL

JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
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M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

REV	DATE	DESCRIPTION
1	2/8/2024	REVISIONS PER CITY COUNCIL MEETING (2/5/2024) DIRECTION
2	5/10/2024	REVISIONS PER CITY 80% REVIEW
3	5/15/2024	REVISIONS PER CITY 100% REVIEW

CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

PHASE 1 SITE & UTILITY PLAN

NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 23-58

DATE: 10-2023

DESIGNED: MSJ

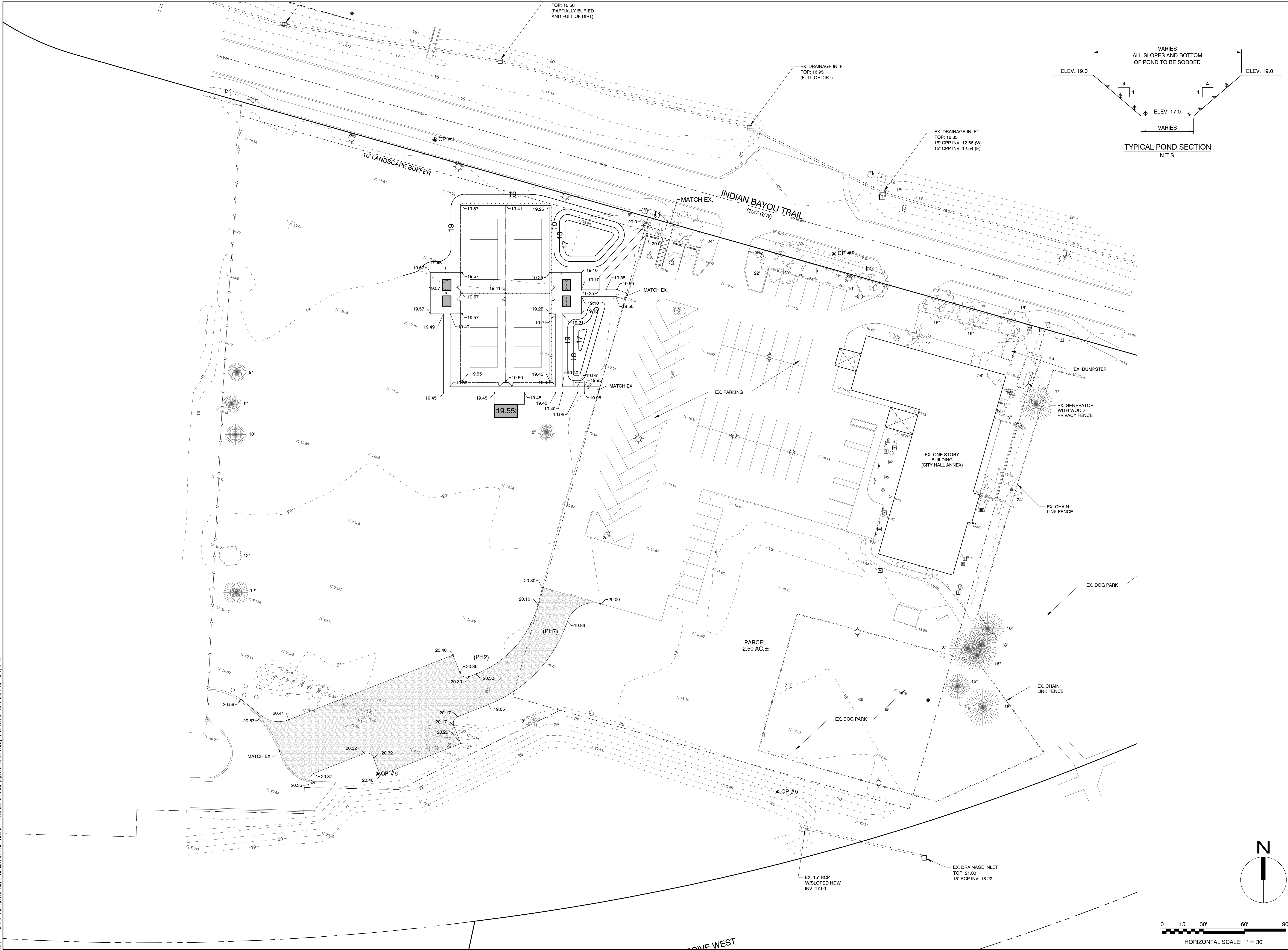
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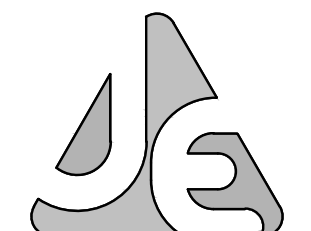
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SHEET NUMBER: C05

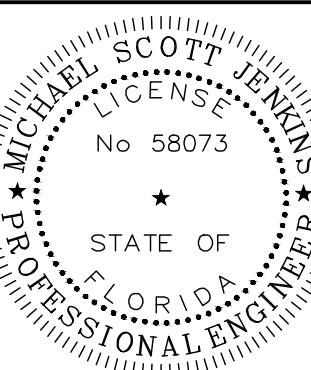
FOR PERMITTING ONLY - NOT FOR CONSTRUCTION

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M. SCOTT JENKINS, P.E.
FL REGISTRATION NO. 58073

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2	5/10/2024	REVISIONS PER CITY 80% REVIEW
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BY	MSJ	MPF
MSJ		
MPF		

CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

PHASE 1 GRADING & DRAINAGE PLAN

JOB: 23-58
DATE: 10-2023
DESIGNED: MSJ
DRAWN: MPF

BAR IS ONE INCH ON ORIGINAL
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ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
06 OF 13

SHEET NUMBER
C06

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

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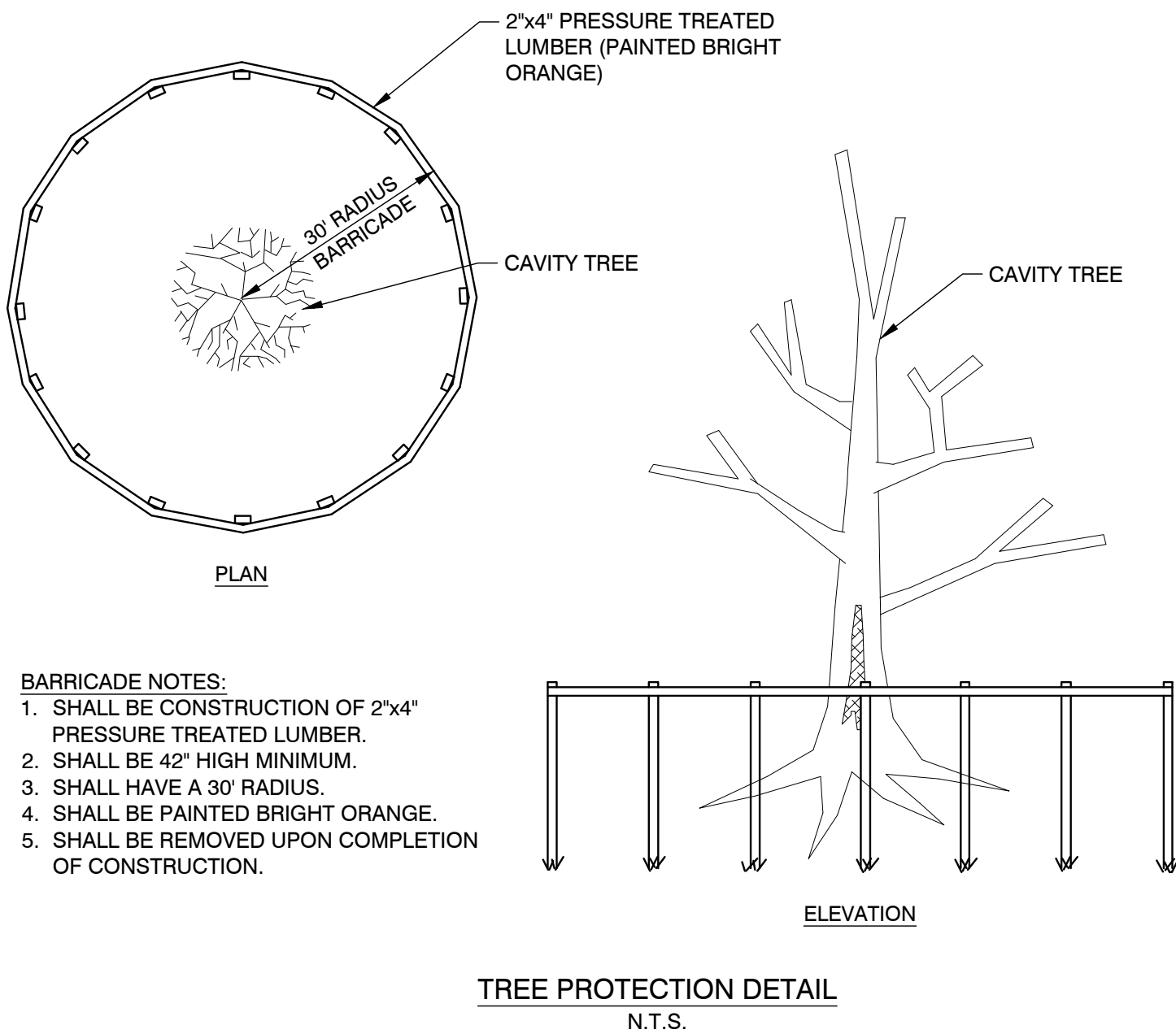
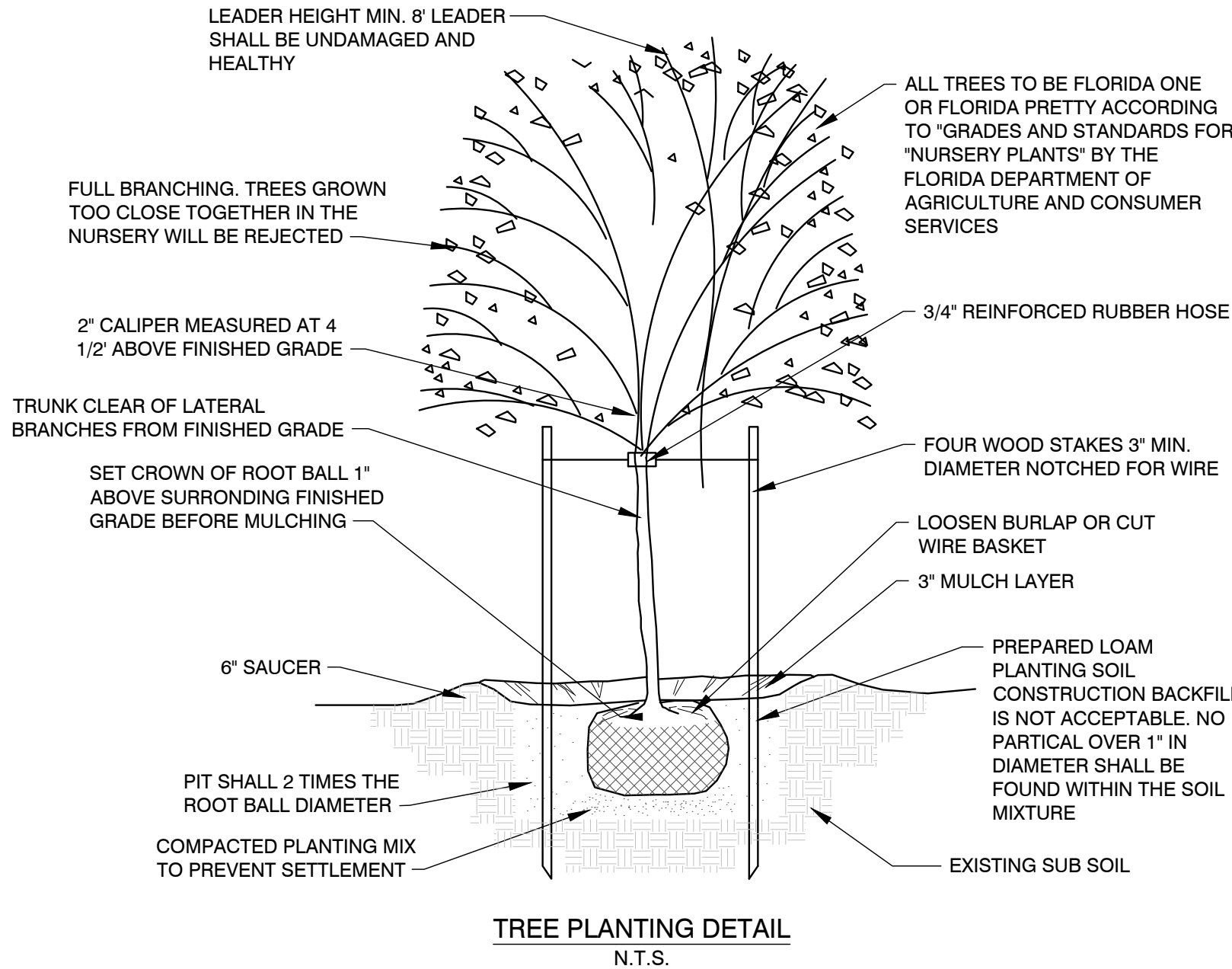


LEGEND							
SYM	TYPE	COMMON NAME	SCIENTIFIC NAME	HT.	CAL.	ROOT	REMARKS
	CANOPY	LIVE OAK	Quercus virginiana	10'	2.5'	B&B	FULL, WELL SHAPED
							COUNT
							6+13+5 = 18 TOTAL

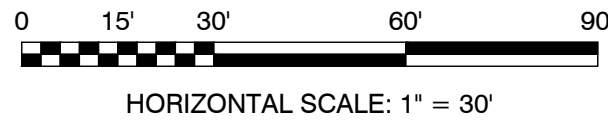
BUFFER REQUIREMENTS:
10' FRONT LANDSCAPE BUFFER: 1 CANOPY TREE PER 25 L.F. (307 L.F. / 25) = 12.3 = 13
PROVIDED: 6 CANOPY TREES (PHASE 1)

REFORESTATION REQUIREMENTS:
1 TREE PER 1/10 ACRE. UNDEVELOPED OPEN SPACE = 2.3 AC. (98,639 SQ.FT.) x 1/10 = 23 TREES
PRESERVED TREES: 8' (QTY 1), 9' (QTY 2), 10' (QTY 1), 12' (QTY 2) TOTAL = 6
REFORESTATION CREDIT PER TABLE 12.04.05.C.2: CREDITED 3 TREES PER 7-12" CALIPER TREE
(6 PRESERVED TREES x 3 TREE CREDITS = 18 TREE CREDITS)
REFORESTATION TREES REQUIRED: 23 - 18 CREDITED = 5 TREES
REFORESTATION TREES PROVIDED: 5 TREES (PHASES INDICATED ON PLAN)

LANDSCAPE NOTES
1. ALL PRICES OF PLANT MATERIAL SHALL INCLUDE PINE MULCH, TREE STAKING AND BED PREPARATION.
2. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING OF ALL PLANT MATERIAL DURING THE CONSTRUCTION OF THE PROJECT, UNTIL SUCH TIME AS SUBSTANTIAL COMPLETION. AT THAT TIME, IT SHALL BECOME THE RESPONSIBILITY OF THE MAINTENANCE CONTRACTOR SELECTED BY THE OWNER.
3. WHERE SOD OR SEED IS SHOWN GOING DIRECTLY UP TO THE BUILDING, CONTRACTOR SHALL LEAVE A 6" MULCH BORDER BETWEEN THE SOD AND THE BUILDING FOR EASY MAINTENANCE.
4. THE ENGINEER RESERVES THE RIGHT TO REJECT ANY AND ALL PLANT MATERIAL WHICH DOES NOT MEET THE SPECIFICATIONS IN SIZE OR SHAPE.
5. ALL LANDSCAPING WITHIN THE CLEAR VISIBILITY TRIANGLE SHALL COMPLY WITH SIGHT REQUIREMENTS.
6. TREES SHALL HAVE A MINIMUM INSTALLED HEIGHT OF 6' AT THE TIME OF PLANTING.
7. ALL PLANT MATERIAL SHALL BE DROUGHT AND SALT TOLERANT.
8. IRRIGATION WITHIN THE PROPOSED LIMITS SHALL BE DESIGNED AND CONSTRUCTED BY CITY OF DESTIN PARKS & RECREATION AFTER CONSTRUCTION IS COMPLETE.
9. LAWN GRASSES AND GROUND COVER SHALL BE PERENNIAL SPECIES CAPABLE OF THRIVING IN OKALOOSA COUNTY.



BARRICADE NOTES:
1. SHALL BE CONSTRUCTION OF 2"x4" PRESSURE TREATED LUMBER.
2. SHALL BE 42" HIGH MINIMUM.
3. SHALL HAVE A 30' RADIUS.
4. SHALL BE PAINTED BRIGHT ORANGE.
5. SHALL BE REMOVED UPON COMPLETION OF CONSTRUCTION.



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JEICIVIL.COM

M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

BY	MSJ	MSJ	MPF
DESCRIPTION	REVISIONS PER CITY COUNCIL MEETING (2/5/2024) DIRECTION	REVISIONS PER CITY COUNCIL MEETING (2/5/2024) DIRECTION	REVISIONS PER CITY COUNCIL MEETING (2/5/2024) DIRECTION
DATE	2/8/2024	5/10/2024	5/15/2024
REV	1	2	3

CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

MASTER LANDSCAPE PLAN
NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 23-58

DATE: 10-2023

DESIGNED: MSJ

DRAWN: MPF

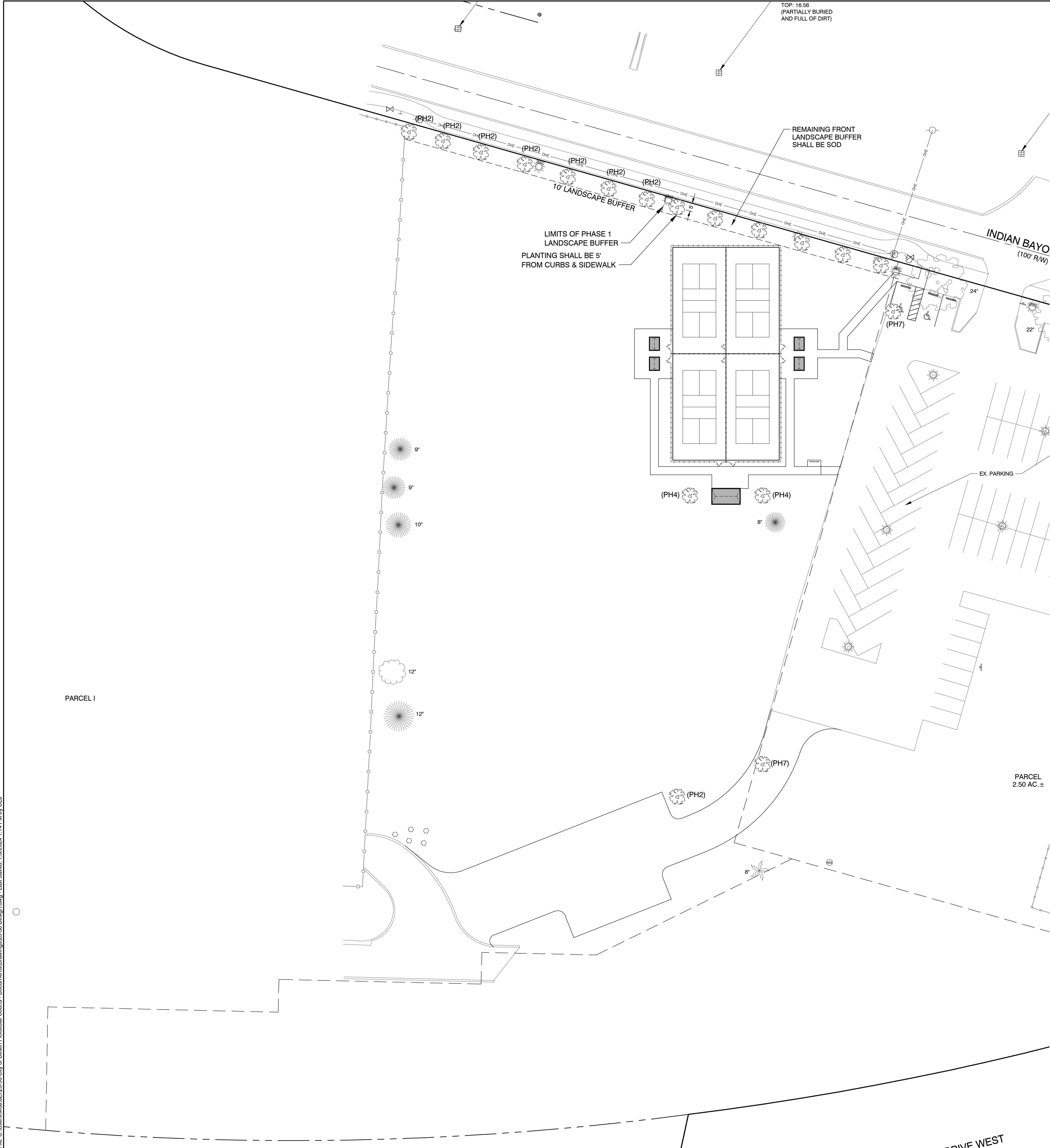
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0 1"

IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
07 OF 13

SHEET NUMBER
C07



LEGEND								
SYM	TYPE	COMMON NAME	SCIENTIFIC NAME	HT.	CAL.	ROOT	REMARKS	COUNT
	CANOPY	LIVE OAK	Quercus virginiana	10'	2.5"	B&B	FULL, WELL SHAPED	6+13+5 = 18 TOTAL

BUFFER REQUIREMENTS:

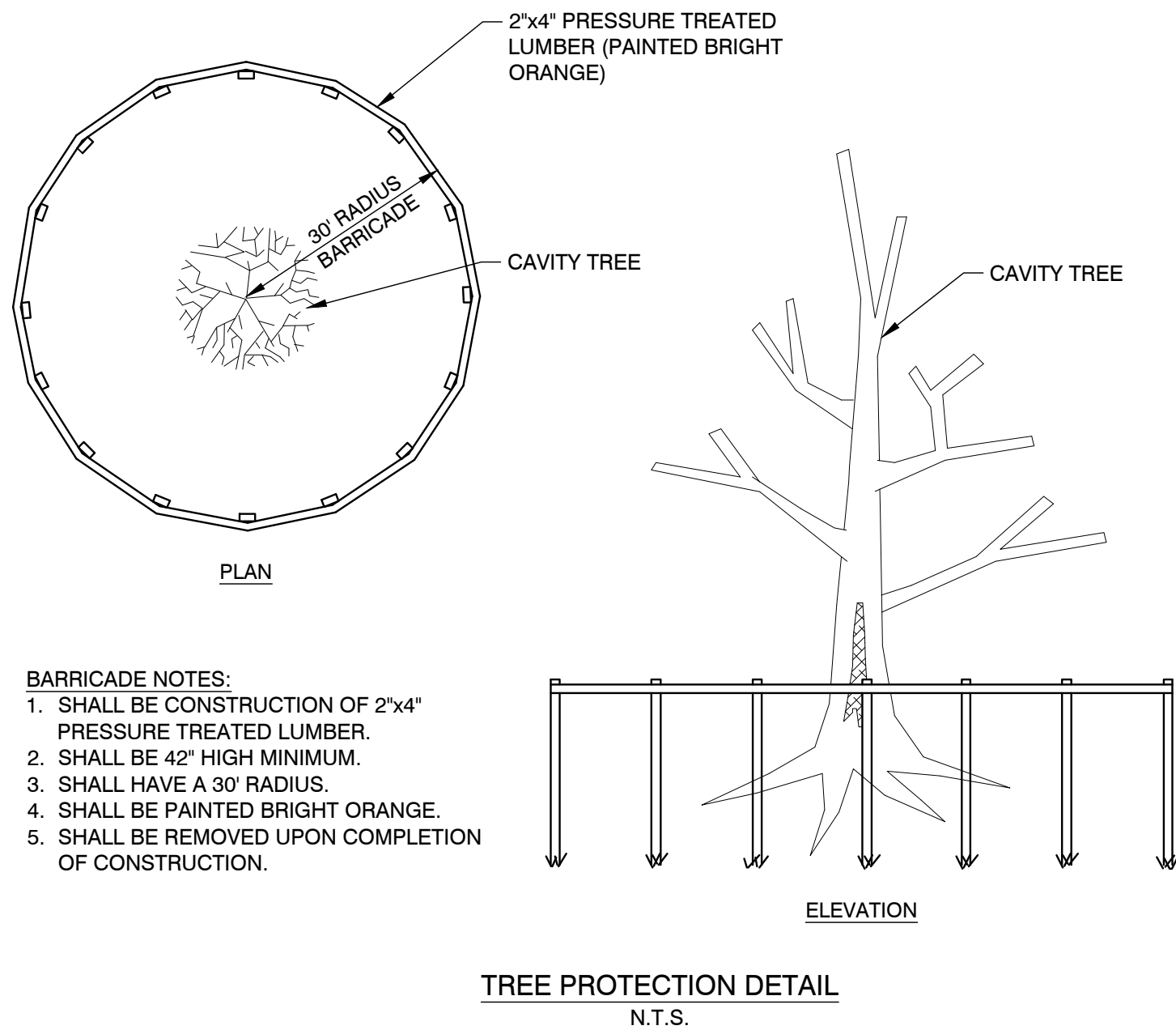
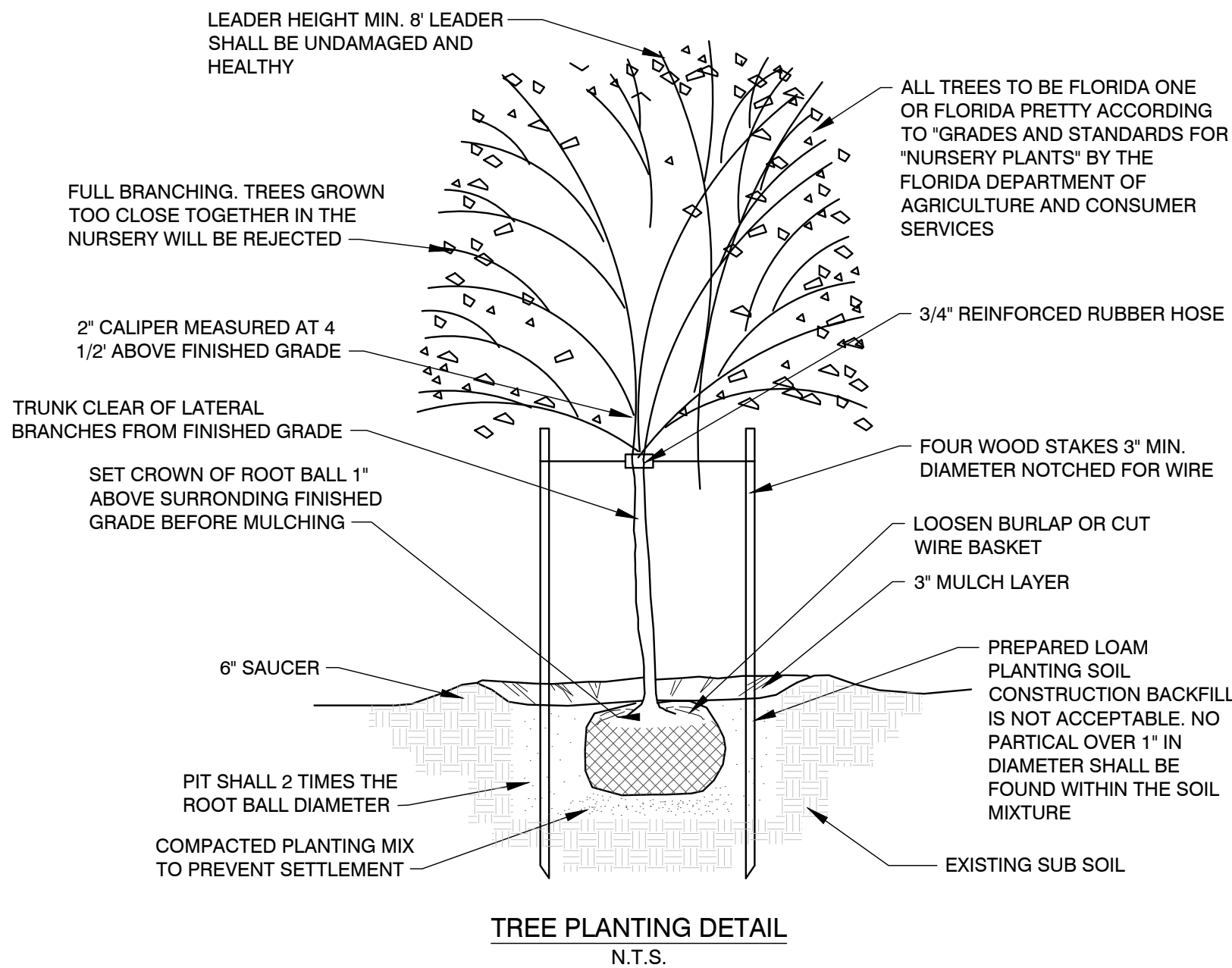
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REFORESTATION REQUIREMENTS:

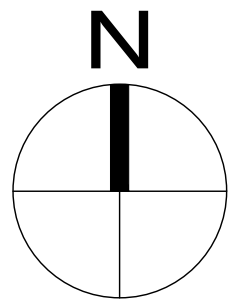
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 - SHALL BE 42" HIGH MINIMUM.
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 - SHALL BE REMOVED UPON COMPLETION OF CONSTRUCTION.



0 15' 30' 60' 90'
HORIZONTAL SCALE: 1" = 30'

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FL. REGISTRATION NO. 58073

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DATE	2/8/2024	5/10/2024	5/15/2024
REV	1	2	3

CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

PHASE 1 LANDSCAPE PLAN

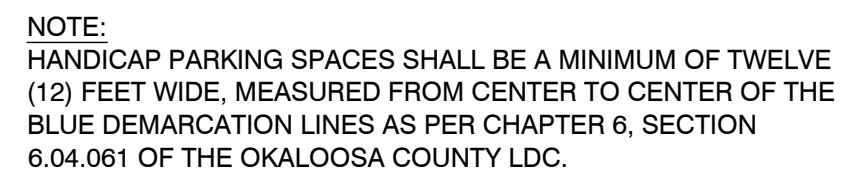
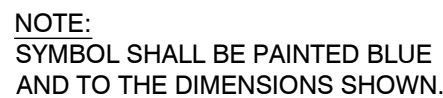
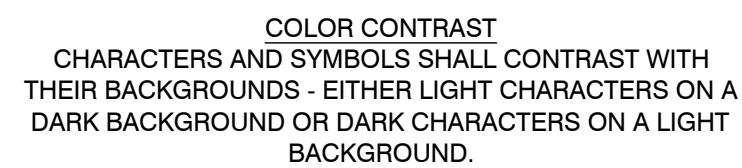
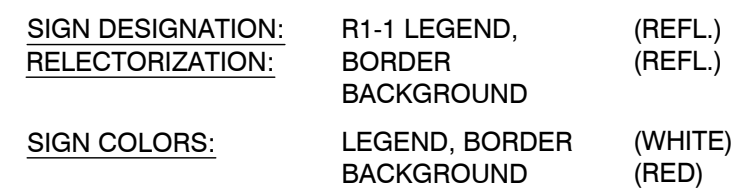
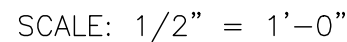
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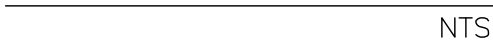
JOB: 23-58
DATE: 10-2023
DESIGNED: MSJ
DRAWN: MPF

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

DRAWING NUMBER
07 OF 13

SHEET NUMBER
C07





-
- A circular professional engineer seal for Michael Scott Jenkins. The outer ring contains the text "MICHAEL SCOTT JENKINS" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars. Inside the ring, the word "LICENSE" is at the top, "No 58073" is in the center, and "STATE OF FLORIDA" is at the bottom, also separated by two stars.

M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

[illegible]

CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

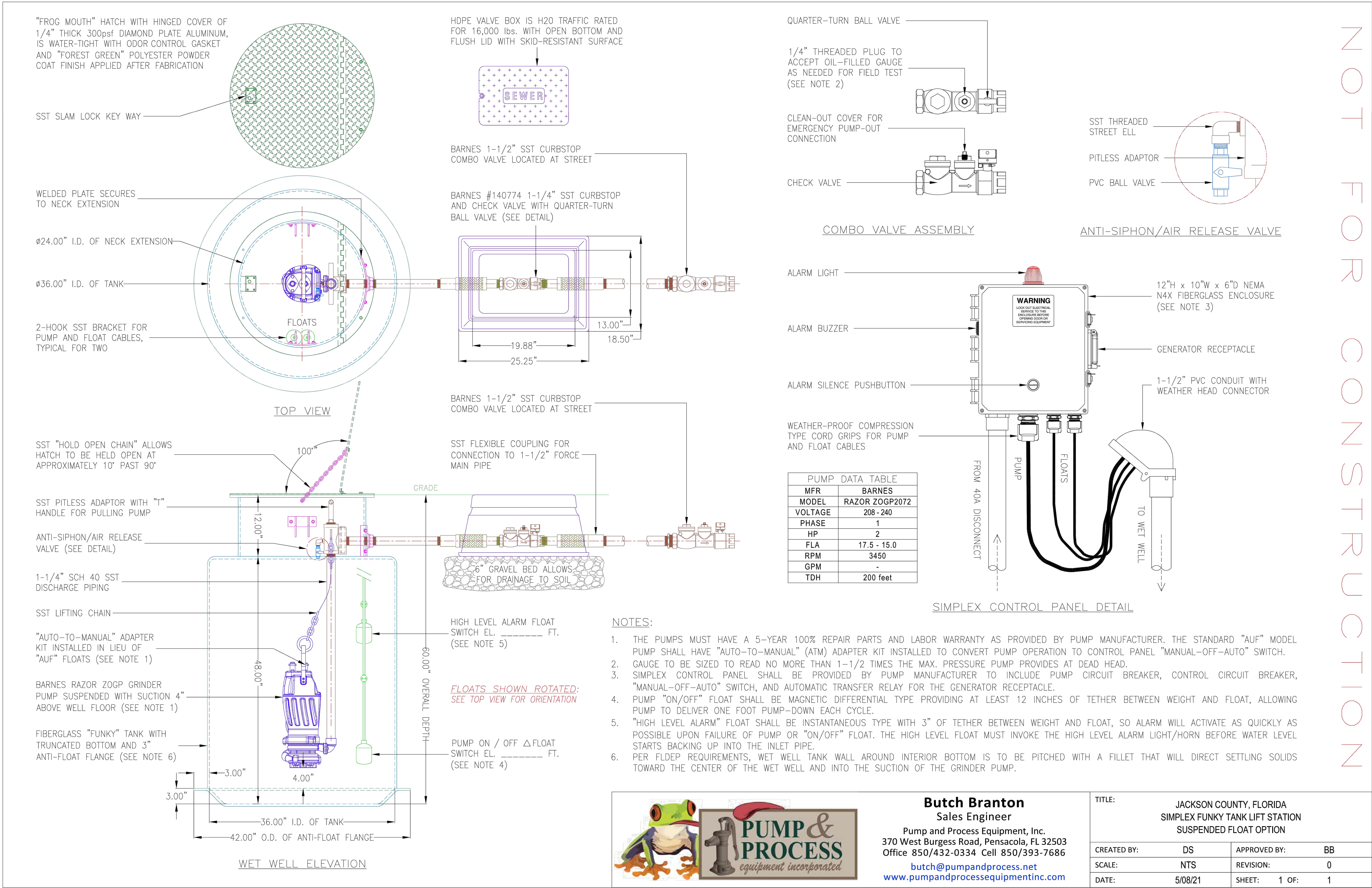
MISCELLANEOUS DETAILS II

JOB: 23-58
DATE: 10-2023
DESIGNED: MSJ
DRAWN: MPP

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

DRAWING NUMBER
09 OF 14

SHEET NUMBER
C09



Butch Branton
Sales Engineer
Pump and Process Equipment, Inc.
370 West Burgess Road, Pensacola, FL 32503
Office 850/432-0334 Cell 850/393-7686
butch@pumpandprocess.net
www.pumpandprocessequipmentinc.com

TITLE: JACKSON COUNTY, FLORIDA SIMPLEX FUNKY TANK LIFT STATION SUSPENDED FLOAT OPTION	
CREATED BY: DS	APPROVED BY: BB
SCALE: NTS	REVISION: 0
DATE: 5/08/21	SHEET: 1 OF: 1

JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
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STATE OF FLORIDA
MICHAEL SCOTT JENKINS
LICENSE No. 58073
PROFESSIONAL ENGINEER

M. SCOTT JENKINS, P.E.
FL REGISTRATION NO. 58073

BY	MPF
REVISIONS PER CITY 100% REVIEW	
DATE	5/15/2024
REV	3

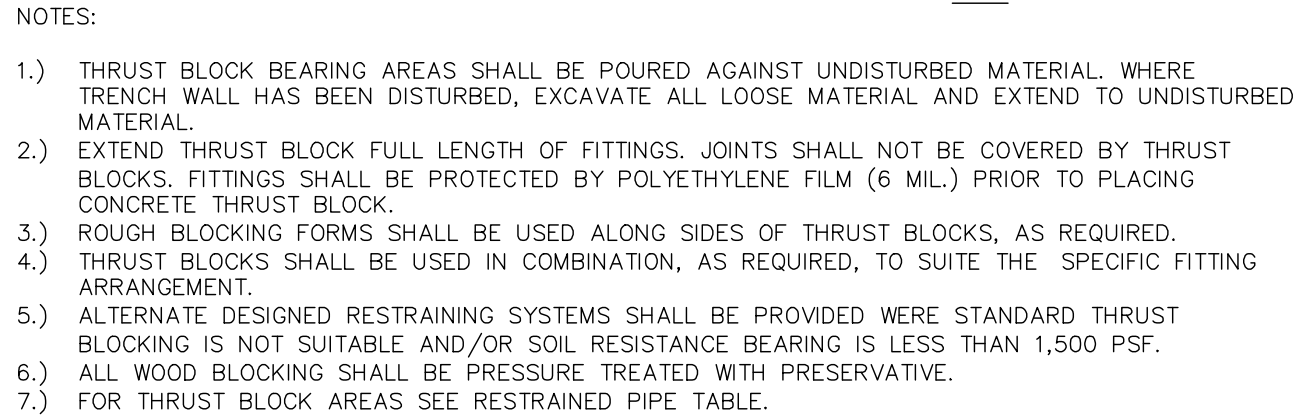
CITY OF DESTIN
CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA
GRINDER STATION DETAILS
NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

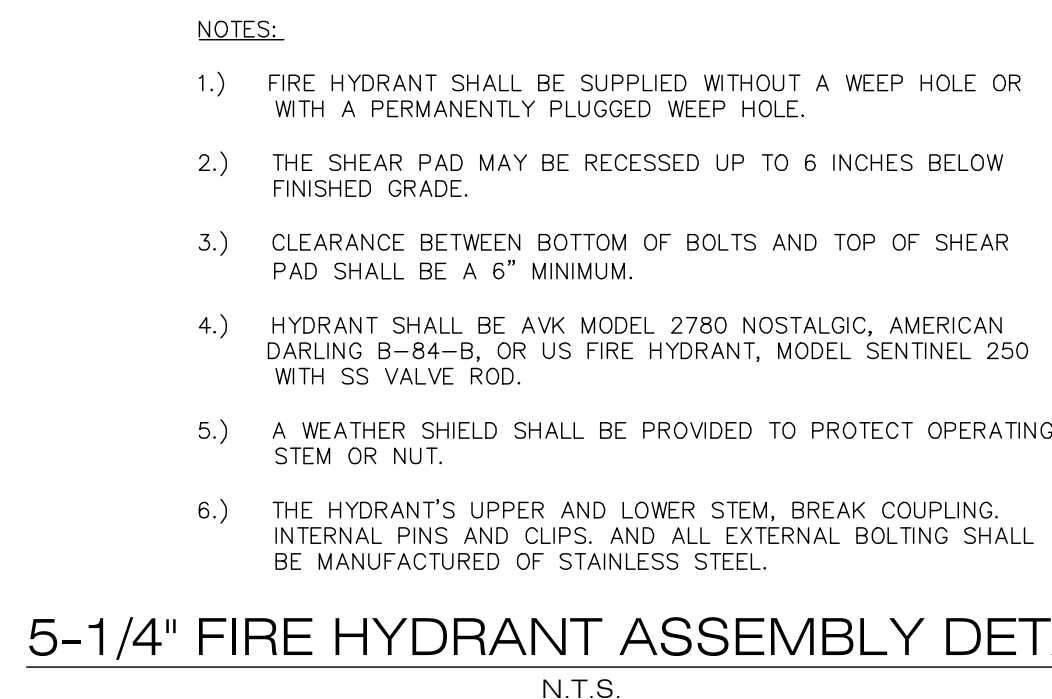
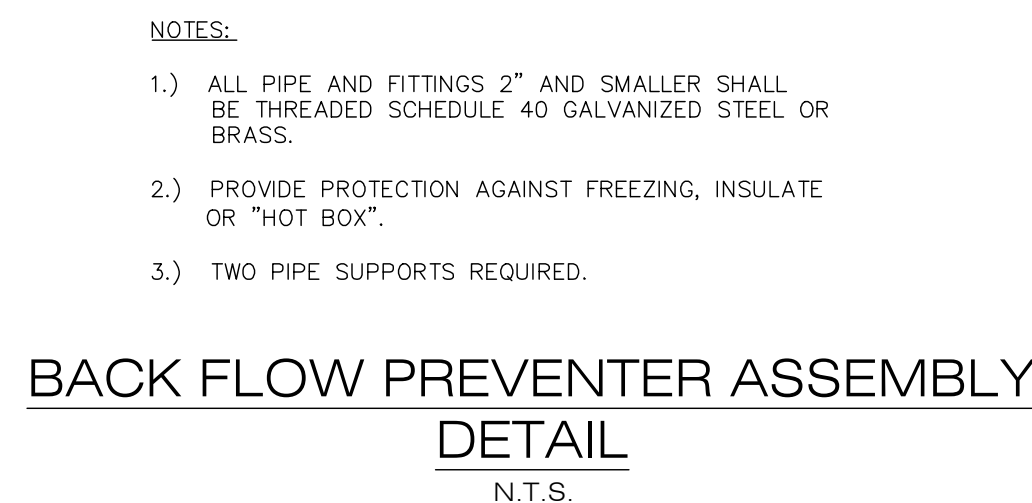
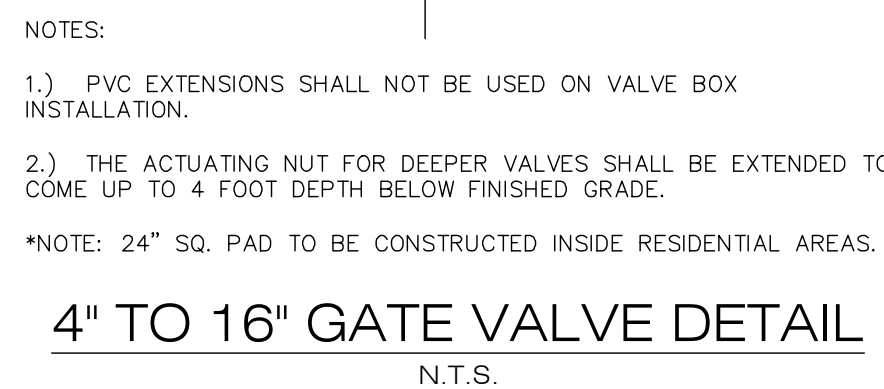
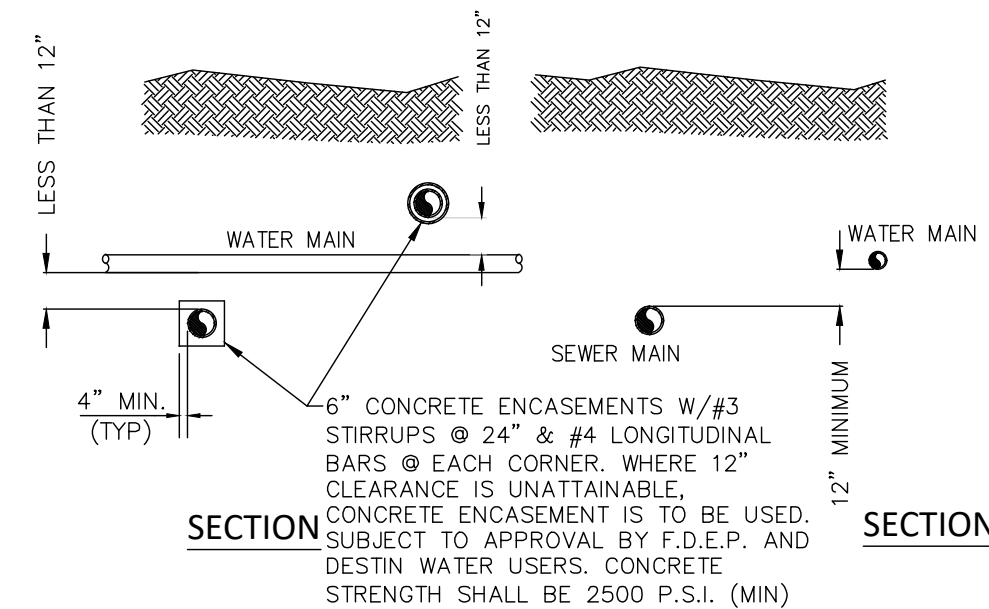
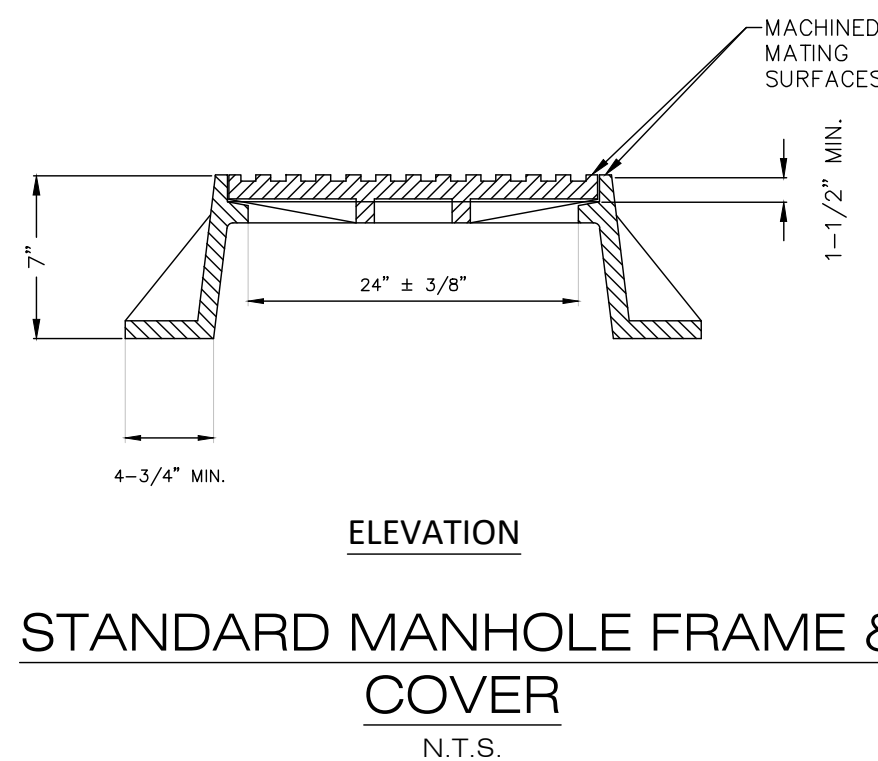
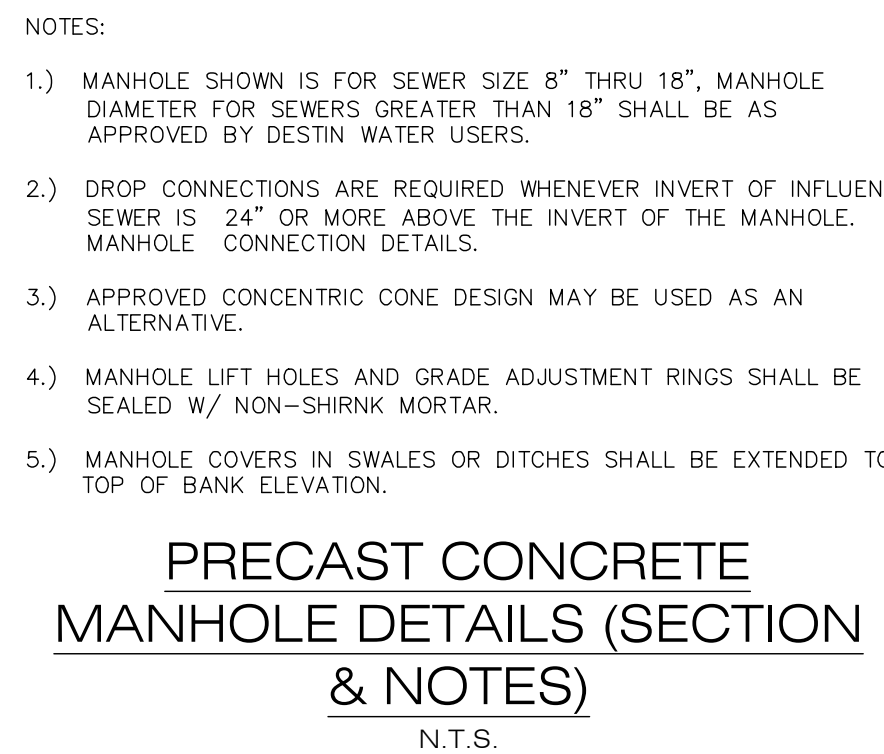
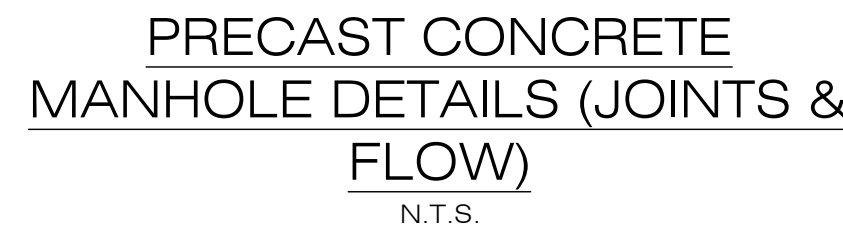
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09 OF 13

SHEET NUMBER
C09



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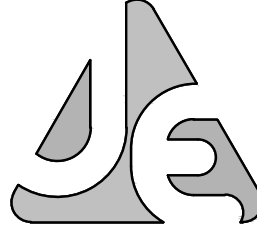
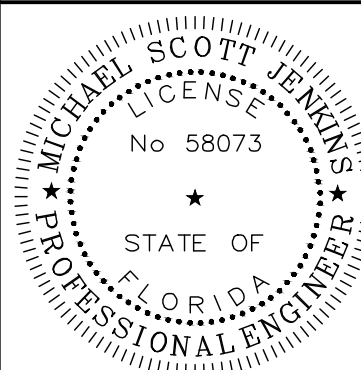
CITY OF DESTIN
CITY OF DESTIN PICKLEBALL COURTS DESTIN, FLORIDA
DWU UTILITY DETAILS II

JOB: 23-58
DATE: 10-2023
DESIGNED: MSJ
DRAWN: MPP

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

DRAWING NUMBER
11 OF 13

SHEET NUMBER
C11

Construction Joints: Plan concrete placement such that construction joints fall at expansion joints as detailed in the plans. Expansion Joints: Provide premodled joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks, and other fixed objects. Locate expansion joints at 40'-0" o.c. maximum for each pavement lane or for curb. Located expansion joints at 50'-0" o.c. maximum for walkways. Joint Fillers: Extend joint fillers full-width and depth of joint, and not less than 1/2" or more than 1" below finished surface where joint sealer is indicated. Furnish joint filler in one-piece lengths for full width being placed, wherever possible. Where more than one length is required, lace or clip joint filler sections together. Joint Sealants: Exterior pavement joint sealants shall be composed of a non-priming, pourable, self-leveling type polyurethane sealant, such as grey shep-calk, or approved equal suitable for use in pavements and sidewalks. 4.9 CONCRETE FINISHING: After striking-off and consolidating concrete, smooth surface by screeding and floating. Adjust floating to compact surface and produce uniform texture. After floating, test surface for trueness with 10'-0" straightedge (maximum deviation of 1/4 inch). Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide continuous smooth finish. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2" radius. Eliminate tool marks on concrete surface. After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finish as follows: Curbs, Gutters, and Walks: Broom finish by drawing fine-hair broom across concrete surface perpendicular to line of traffic. Repeat operation if required to provide fine line texture. Inclined Slab Surfaces: Provide coarse, nonslip finish by scoring surface with stiff-bristled broom perpendicular to line of traffic. Paving: Burlap finish by dragging seamless strip of damp burlap across concrete perpendicular to line of traffic. Repeat operation if required to provide gritty texture. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point up any minor honeycombed areas. Remove and replace areas or section with major defects, as directed. Protect and cure finished concrete paving in accordance with "Florida Department of Transportation Specifications for Road and Bridge Construction" Section 350-13. 4.10 CLEANING AND ADJUSTING: Repair or replace broken or defective concrete as directed. Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials. Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just prior to final inspection. 5 SPECIFICATION: FENCING The Contractor shall install fencing as shown on the plans and in accordance with the manufacturer's brochure. The following are minimum requirements and shall govern except that all local, state and/or federal codes and ordinances shall govern when their requirements are in excess hereof. 5.1 MATERIAL CERTIFICATES: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements. 5.2 MATERIALS: All materials and equipment incorporated in the work shall be new, clean, and free of visual defects unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective. Height shall be as required as shown on the construction plans. Fabric shall be #9 gauge, chain link open hearth steel wire, hot-dipped galvanized after weaving with minimum coating of 2.0 ounce of zinc per square foot or aluminum coating with .40 ounces per square foot, woven in 2" diamond mesh. Line post, top, intermediate and bottom rails, shall be 1-5/8" O.D. steel pipe, weight 2.27 lbs. per foot, hot-dipped galvanized. Set 36" deep in concrete. Terminal, corner, gate and pull posts shall be 3" O.D. pipe, 5.79 lbs. Set 36" deep in concrete. Concrete for setting posts shall be Portland Cement complying with ASTM C-150, aggregates complying with ASTM C-33, and clean water. Mix materials to obtain concrete with a minimum 28-day compressive strength of 2,500 psi. Stretcher bar bands, tie wires, hog rings, couplings, nuts, stretcher bars, bolts, and miscellaneous fastening devices shall be manufacturer's standard for heavy construction fence. Swing gates shall consist of the following components. 2" O.D. steel pipe 2.72 lbs. per foot, hot-dipped galvanized. Each frame to be equipped with 3/8" diameter adjustable truss rods. Hinges shall be hot-dipped galvanized provided steel or malleable iron to suit gate size, non-lift-off type. Hinges shall be offset to permit 180 degrees opening. Press one (1) pair of hinges per lead. Latch shall be forked type to permit operation from either side with provisions to lock both sides with padlock. 5.3 ACCEPTABLE MANUFACTURERS: Cyclone Fence, Page Fence, and Hackney Corporation. 6 SPECIFICATION: TRAFFIC STRIPING AND PAINTING The Contractor shall paint traffic striping as shown on the plans. The following are minimum requirements and shall govern except that all local, state and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All traffic striping and painting shall be in accordance with Sections 710 and 971 of the "Florida Department of Transportation Roadway and Traffic Design Standards". 6.1 MATERIAL CERTIFICATES:	Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements. 6.2 TRAFFIC STRIPING AND PAINTING: Traffic control markings shall be marked on pavement as indicated on drawings. Paint shall be in sealed containers that plainly show the designated name, formula or specification number, batch number, color, date of manufacture, manufacturer's name, formulation number, and directions, all of which shall be plainly legible at the time of use. The paint shall be homogeneous, easily stirred to smooth consistency, and shall show no hard settlement or other objectionable characteristics during a storage period of six months. All machines, tools, and equipment used in performance of the work shall be approved and maintained in satisfactory operating condition. Hand-operated push-type machines of a type commonly used for application of paint to pavement surfaces shall be acceptable for marking small street and parking areas. Applicator machines shall be equipped with necessary paint tanks and spraying nozzles, and shall be capable of applying paint uniformly at the coverage specified. Sandblasting equipment shall be provided as required for cleaning surfaces to be painted. Hand-operated spay guns shall be provided for use in areas where push-type machines cannot be used. New pavement surfaces shall be allowed to cure for a period of not less than thirty days before application of marking materials. All surfaces to be marked shall be thoroughly cleaned before application of the paint. Dust, dirt, and other granular surface deposits shall be removed by sweeping, blowing with methods as required. Rubber deposits, surface laitance, existing paint markings and other coatings adhering to the pavement shall be completely removed with scrapers, wire brushes, sandblasting, approved chemicals, or mechanical abrasion as directed. Paint shall be applied evenly to the pavement surface to be coated at a rate of 105 plus or minus 5 square feet per gallon. Paint shall be applied as shown on the drawings. Paint shall be applied to clean, dry surfaces, and unless otherwise approved, only when air and pavement temperatures are above 40 degrees F and less than 95 degrees F. Paint temperature shall be maintained within these same limits. Paint shall be applied pneumatically with approved equipment at rate of coverage specified herein. The Contractor shall provide guidelines and templates as necessary to control paint application. Special precautions shall be taken in marking numbers, letters, and symbols. All edges of marking shall be sharply outlined. The maximum drying time requirements of the paint specifications will be strictly enforced, to prevent undue softening bitumen, and pickup, displacement, or discoloration by tires of traffic. If there is a deficiency in drying of the markings, painting operations shall be discontinued until cause of the slow drying is determined and corrected. Suitable warning signs shall be placed near the beginning of the work site and well ahead of the work site for alerting approaching traffic from both directions. Small markers shall be placed along newly painted lines to control traffic and prevent damage to newly painted surfaces. Painting equipment shall be marked with large warning signs indication that slow moving painting equipment is in operation. Markings which must be visible at night shall be reflectorized unless ambient illumination assures adequate visibility. 7 SPECIFICATION: WATER DISTRIBUTION SYSTEM The Contractor shall provide and install all materials for a potable water distribution system as shown on the drawings and in this specification. In addition, he shall obtain all permits and conduct all tests required by local, state and federal authorities and as specified on these drawings. 7.1 MATERIALS: All materials and equipment incorporated in the work shall be new, clean, and free of visual defects unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective. Piping less than 4 inches in diameter: • Polyvinyl Chloride (PVC) 160 psi, SDR 26 • Polyethylene pipe 160 psi, SDR 9 • Polyethylene tubing 200 psi, SDR 9 ASTM D-2241 ASTM D-3350 & ASTM D-2239 ASTM D-3350 & ASTM D-2737 Piping greater than 4 inches in diameter: • Polyvinyl Chloride (PVC) 150 psi • Ductile Iron (Class 50) AWWA C-900 (DR 18) ANSI A21.51 Joints for PVC pipes: • Joints shall comply with ASTM D-3139 • No solvent cements or toxic lubricant will be allowed. • Expansion capability will be provided. Joints for Ductile Iron pipes: • Joints shall comply with AWWA C-153 or AWWA C-110 Gate Valves: • Valves shall comply with AWWA C-509 • 200 psi iron body, bronze mounted, non-rising stems with square operating nuts and a suitable valve box. 7.2 INSTALLATION: Shall comply with all local, state and federal regulations. The Contractor shall provide proper facilities for handling and laying pipe and accessories. No pipe will be laid in unsuitable weather or in water. The Contractor will verify all field dimensions with the design Engineer (including Field Stake-Out) prior to commencing work. The Contractor shall notify the Engineer at 24 hours prior to installing any portion of the water main distribution system. He shall also stake all service connections and provide as-built dimensions to the Engineer. Connections to the existing system shall be coordinated with the Utility Company. Minimal service interruption shall occur and traffic safeguards shall be taken. The Contractor shall conduct hydrostatic pressure and leakage tests as follows: Apply 150 psi or 150% of the working pressure whichever is greater to the test line. Duration of the pressure test shall be at least two (2) hours. After 1/2 hour, check pressure, if pressure has dropped, inspect for leaks and correct as required. Repeat tests until there are no leaks or pressure loss. Pressure must hold for two hours. Note: The Contractor shall notify the Utility Company and the Engineer at least 48 hours prior to conducting pressure and leakage tests. A 3/4 inch hose bib connection will be required for gauge connection. The Contractor shall sterilize the lines by chlorinating at 40 to 50 ppm, injecting at a corporation stop and operating all valves and accessories. Flush system. Subsequent tests on replacement water shall show a chemical and bacterial count equal to the supply main. Samples shall be taken and tested at the expense of the Contractor, and results shall be acceptable to local, state and federal agencies of interest. 7.3 NOTES: All water piping and fittings used shall be National Sanitation Foundation (N.S.F.) approved for potable water. A minimum separation of 10 ft. horizontal, outside to outside and 18 inches vertical is required between all water lines and the sanitary sewer system. When trench excavation depth exceeds five feet, the Contractor shall provide trench protection (shields, sloping, shoring, etc.) and shall comply with OSHA Standard 29 CFR, Section 1926.650 Subpart P. In accordance with rules of the Florida Department of Environmental Protection (DEP), Chapter 62-555, the Engineer of record will be responsible for observation of construction of the Potable Water System. The Engineer shall be notified at commencement and completion of construction. To assure compliance with plans and specifications, said Engineer will report to DEP upon completion of construction and cleaning and disinfecting described above before the system can be placed in service. All PVC potable water lines and services will be marked with No. 14 copper insulated tracer wire to enable location with a Ferrous Metal Detector. The tracer wire will be placed 12 inches above and throughout the length of all such pipe. 7.4 FIRE HYDRANTS: All fire hydrants shall be 6 inch, three way hydrants with two 2-1/2 inch hose nozzles and one 4-1/2 inch pump nozzle, designed for 150 lbs working pressure or 300 lbs hydrostatic pressure and shall conform to the latest specifications of the AWWA All working parts shall be bronze. All hose threads shall be National Standard Threads. Hydrants shall have a mechanical joint end inlet. Hydrants shall be Traffic Breakaway Model. The hydrant main valve shall be a compression type that closes with the water pressure. Hydrants shall have not less than a 5-1/4 inch valve opening. All hydrants shall be equipped with automatic self-oiling reservoirs that lubricate the stem threads and all bearing surfaces each time the hydrant is operated. Hydrants shall be painted one coat of red iron oxide, zinc oxide primer conforming to Steel Structures Painting Council SSPC-paint 25 and two finish coats of silicone alkyl paint conforming to Steel Structures Painting Council	SSPC-paint 21. Fire hydrants shall be painted in accordance with NFPA 291, Recommended Practice For Fire Flow Testing and Marking of Hydrants. 8 SPECIFICATION: SANITARY SEWER SYSTEM The Contractor shall provide and install all gravity sewer material shown on the drawings and in this specification. In addition, he shall obtain all permits and conduct all tests required by local, state and federal authorities and as specified on these drawings. 8.1 MATERIALS: All materials and equipment incorporated in the work shall be new, clean, and free of visual defects unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective. Piping: • PVC Gravity Sewer • Ductile Iron Pipe (D.I.P.) • PVC Force Mains (160 psi) ASTM D-3034, SDR-35 ANSI A21.51 ASTM D-1784 and D-2241 Joints: • PVC, Rubber Ring • D.I.P. Joints, Rubber Gasket ASTM D-1869 ANSI A21.11 NOTE: ALL JOINTS TO BE BELL AND SPIGOT TYPE. Concrete: • Poured or Pre-cast 4000 psi at 28 days 8.2 INSTALLATION: Shall comply with all local, state and federal regulations. The Contractor shall provide proper facilities for handling and laying pipe and accessories. Trenches shall be properly prepared; pipe shall be supported over its full length and bell holes hand dug as required. No pipe will be laid in unsuitable weather or in water. The Contractor will verify all field dimensions and report all discrepancies (including field stake-out) prior to commencing work. The contractor shall notify the Engineer at least 24 hours prior to installing any portion of the sanitary sewer system. He shall also stake all service connections and provide as-built dimensions to the Engineer. Manholes, cleanouts and the like shall be located, built and sized as shown on these drawings. Connections with existing sewer systems shall be coordinated by the Contractor with the utility company. A minimum separation of 10 ft. horizontal measured outside to outside and 18 inches vertical is required between sanitary sewer lines and all water lines. When trench excavation depth exceeds five feet, the Contractor shall provide trench protection (shields, sloping, shoring, etc.) and shall comply with OSHA Standard 29 CFR, Section 1926.650 Subpart P. In accordance with rules of the Florida Department of Environmental Protection (DEP), Chapter 62-604, the Engineer of record will be responsible for observation of construction of the Sanitary Sewer System. The Engineer shall be notified at commencement and completion of construction. To assure compliance with plans and specifications said Engineer will report to DEP upon completion of construction before the system can be placed in service. The Contractor shall coordinate all tests with the utility company and the Engineer. All lines, fittings and manholes shall be clean and dry before conducting tests. Tests and subsequent corrections shall be at the expense of the Contractor. 8.3 GRAVITY SEWERS: Leakage tests by exfiltration and/or infiltration will be made on all pipe. The Engineer shall have the option determining which test shall be employed. Generally, if the groundwater table is below the bottom of the pipe, an exfiltration test shall be used. Duration of test shall be not less than two (2) hours. Visible leaks encountered shall be corrected regardless of leakage test results. Leakage as measured by either the infiltration or exfiltration test shall not exceed 0.157 gallons per inch diameter per 100 feet of pipe per hour. When leakage exceeds the maximum amount specified, satisfactory correction shall be made and retesting accomplished. Deflection testing shall be done on all flexible pipe at the direction of the Engineer. Testing shall be done using a mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. When a deflection device is used in lieu of the mandrel, such device shall be approved by the Engineer prior to use. No pipe deflection shall exceed 5 percent. 8.4 FORCE MAINS: The Contractor shall conduct hydrostatic pressure and leakage tests as follows: Apply 100 psi or 150% of the working pressure, whichever is greater, to the test line. Duration of the pressure test shall be at least two (2) hours. After 1/2 hour, check pressure, if pressure has dropped, inspect for leaks and correct as required. Repeat tests until there are no leaks or pressure loss. Pressure must hold for two hours. Note: The Contractor shall notify the Utility Company and the Engineer at least 24 hours prior to conducting pressure and leakage tests. Force mains shall have thrust blocks designed for 100 psi test pressure. Force mains shall be colored other than white to distinguish from water lines. Force mains in the right-of-way shall have 30 inches (minimum) cover over the crown. All sanitary sewer force mains will be marked with No. 14 copper insulated tracer wire to enable location with a Ferrous Metal Detector. The tracer wire will be placed 12 inches above and throughout the length of all such pipes. 8.5 MANHOLES: Shape: All manholes will be eccentric or as specified on the drawings. Setting Manhole Castings: The frame of the casting shall be set in a full mortar bed composed of one part Portland Cement to two parts of fine aggregate. Concrete: The minimum compressive strength required at twenty-eight days is 4000 lbs. per sq. inch. The minimum amount of water shall be used to produce a workable mix and shall not exceed six (6) U.S. Gallons per sack of cement. Concrete shall conform to ASTM C-94. Pre-cast Reinforced Concrete Manhole Sections: Pre-cast reinforced concrete manhole sections shall conform to ASTM C-478. All joints for pre-cast sections shall be approved by the Engineer. Castings: Cast iron frames and covers shall conform to the drawings in all essentials of design. All castings shall be made of clean, even grain, tough gray cast iron. The quality of iron in the castings shall conform to the current ASTM Specification A-48 for Class 20 Gray Iron Castings. The weight of castings shall be as shown in the plans. Castings shall be smooth, true to pattern, and free from projections, sand holes, or defects. A raised word "SEWER" shall be cast on the upper non-skid surface of all manhole covers. The portio of the frame and cover which forms the cover seat shall be machined so that no rocking of the cover is possible. The castings shall be coated with coal tar pitch varnish. On roadways the frame and cover shall be set flush with and in the plane of the surface. In other locations they shall be set to grades determined by the Engineer. A shop drawing of the manhole frame and cover must be approved by the Engineer for all covers and frames furnished on the project. Water-Proofing: Both concrete and pre-cast sections below grade shall be painted on the outside with either two coats of bitumastic paint or a heavy layer of emulsified asphalt to water-proof completely. Manholes shall be inspected for water tightness prior to being placed in service. All incoming and outgoing sewer lines shall be plugged and the manhole filled with water to a level to create a minimum positive head of two feet or above the highest section joint. If the water level drop exceeds 1/8" per vertical foot of manhole depth in 5 minutes, the manhole shall have failed the test. 8.6 GENERAL: Grout all riser joints and entry pipes. Provide neat cement seals for pre-cast units. Minimum radius allowed is 20 inches. Invert grouting shall be uniform and smooth-sloped to center line of pipe. Note: Roof drains, foundation drains and all other clean water connections to the sanitary sewer system are prohibited. 9 SPECIFICATION: STORM SEWER SYSTEM The Contractor shall provide and install all storm sewer material shown on the drawings and in this specification. In addition, he shall obtain all permits and conduct all tests required by local, state and federal authorities and as specified.	9.1 MATERIALS: Corrugated Polyethylene Pipe: Shall comply with section 948 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. Pipes 12 inches to 24 inches in diameter shall comply with ASTM F-405 and ASTM F-667. Joints shall be by means of dimpled band. If used outside of dry wells, joints shall be wrapped in filtercloth 2 feet in width and with 2 feet of overlap on the diameter. This pipe, in the perforated form, shall be used inside dry wells. It may be used outside dry wells only when used with a filter sock. Perforations shall be 1/4 inch diameter and spaced 10 inches on center in the valley of the corrugations. Polyvinyl-Chloride Pipe: Shall comply with section 948 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. Polyvinyl-Chloride Pipe shall meet the requirements of ASTM D 3034, SDR-35, or ASTM F 949, profile wall without perforations. Polyvinyl-Chloride Pipe for use as underdrain shall conform to the requirements of ASTM F 758 or ASTM F 949. Also, PVC underdrain manufactured from PVC pipe meeting ASTM D 3033 or ASTM D 3034, perforated in accordance with the perforation requirements given in AASHTO M 36, or AASHTO M 196 will be permitted. Reinforced Concrete Pipe: Shall comply with requirements of ASTM C-76, Class III, unless otherwise indicated on the Drawings, and shall be installed with rubber gasketed joints complying with ASTM C-443. Install rubber gaskets in strict accordance with pipe manufacturer's recommendations. Manholes: Precast reinforced concrete manhole sections shall conform to ASTM Specification C-478. Construct manholes of precast concrete sections as required by Drawings to size, shape, and depth indicated, but never less than 4'-0" inside diameter. All joints for precast sections shall be approved by the engineer. Inlets and Catch Basins: Precast reinforced concrete Inlets and Catch Basin sections shall conform to ASTM C-478. Construct Inlets and Catch Basins of precast concrete construction as required by drawings to size, shape and depth indicated. Main and Lateral Pipes: Neatly cut off main and lateral pipes flush with inside of manhole or inlet where they enter structure walls. Dress all irregularities and rough edges with non-shrinking group (inside and outside). Where pipes enter or exit manholes, a "Kor-N-Seal" molded neoprene boot with stainless steel internal and external bands as manufactured by the National Pollution Control Systems, Inc., Nashua, New Hampshire, or a polyurethane joint with a short transition joint as manufactured by Moorform Corporation, Centralia, Illinois, or an approved equal (or superior) connection shall be provided. Cast Iron Frames, Covers, and Grates: After completion of manhole inlet, set cast iron frame in full mortar bed after adjusting to required elevation. Cast iron frames and covers shall conform to the drawings in all essentials of design. All castings shall be made of clean, even grain, tough gray cast iron The quality of iron in the castings shall conform to the current ASTM Specification A-48 for Class 20 Gray Iron Castings. The weight of castings shall be as shown in the plans. Castings shall be smooth, true to pattern, and free from projections, sand holes, or defects. A raised word "STORM SEWER" shall be cast on the upper non-skid surface of all manhole covers. The portion of the frame and cover which forms the cover seat shall be machined so that no rocking of the cover is possible. The castings shall be coated with coal tar pitch varnish. On roadways the frame and cover shall be set flush with and in the plane of the surface. In other locations they shall be set to grades determined by the engineer. The frame and cover shall be heavy duty traffic bearing. Plastic Filter Fabric: Plastic Filter Fabric shall be the non-woven type and shall comply with sections 514 and 985 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. Concrete: Concrete shall comply with Section 345 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. Minimum compressive strength at 28 days shall be 4,000 psi. 9.2 DETENTION AREAS AND GRASSED SWALES: Swales must be landscaped with seeding, sodding, or sprigging, which does not inhibit the infiltration rate of the soil. Engineer requires 48 hours notice prior to landscaping of infiltration areas to make appropriate inspections. The system will require periodic maintenance for continued proper operation. This will include, as a minimum: A) removal of silt debris from surface infiltration areas and catch basins, and B) maintenance of vegetative cover in surface infiltration areas. 9.3 STORMWATER DRYWELLS: Drywells shall be constructed to the dimensions as detailed in the plans. The washed granular material shall have of a void ratio of not less than 0.4 and the gradation shall conform to section 901 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction". The dry well shall be completely wrapped in woven (as opposed to spun) filter cloth with a minimum 2 feet of overlap at field joints. The dry well shall contain perforated pipes as detailed in the plans. 9.4 INSTALLATION: The Contractor shall comply with all local, state and federal regulations. The Contractor shall provide proper facilities for handling and laying pipe and accessories. Trenches shall be properly prepared; pipe shall be supported over its full length and bell holes hand dug as required. No pipe will be laid in unsuitable weather or in water. The Contractor will verify all field dimensions and report all discrepancies (including field stake-out) prior to commencing work. The contractor shall notify the Engineer at least 24 hours prior to installing any portion of the storm sewer system. He shall also stake all service connections and provide as-built dimensions to the Engineer. Manholes, cleanouts and the like shall be located, built and sized as shown on these drawings. Connections with existing storm sewer systems shall be coordinated by the Contractor with the Utility Authority. Adequate traffic control shall be provided. A minimum separation of 10 ft. horizontal measured outside to outside and 18 inches vertical is required between storm sewer lines and all water lines. When trench excavation depth exceeds five feet, the Contractor shall provide trench protection (shields, sloping, shoring, etc.) and shall comply with OSHA Standard 29 CFR, Section 1926.650 Subpart P. In accordance with rules of the Florida Department of Environmental Protection (DEP), Chapter 62-25, the Engineer of record will be responsible for observation of construction of the Storm Sewer System. The Engineer shall be notified at commencement and completion of construction. To assure compliance with plans and specifications, said Engineer will report to DEP upon completion of construction before the system can be placed in service. 9.5 TESTS: The Contractor shall coordinate all Tests and Inspections with the Utility Authority and the Engineer. All lines, fittings and manholes shall be clean and dry before the Inspector is summoned. Tests and subsequent corrections shall be at the expense of the Contractor. Non-Perforated Storm Sewers: Leakage tests by exfiltration and/or infiltration will be made on all pipe as deemed by the Engineer. The Engineer shall have the option determining which test shall be employed. Generally, if the groundwater table is below the bottom of the pipe, an exfiltration test shall be used. Duration of test shall be not less than two (2) hours. Visible leaks encountered shall be corrected regardless of leakage test results. Leakage as measured by either the infiltration or exfiltration test shall not exceed 0.2 gallons per inch diameter per 100 feet of pipe per hour. When leakage exceeds the maximum amount specified, satisfactory correction shall be made and retesting accomplished. Deflection testing shall be done on all flexible pipe at the direction of the Engineer. Testing shall be done using a mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. When a deflection device is used in lieu of the mandrel, such device shall be approved by the Engineer prior to use. No pipe deflection shall exceed 5 percent. 9.6 EROSION PROTECTION: New and existing drainage structures shall be protected from soil erosion sedimentation by placing baled hay around structures. Stacked baled hay and silt fence barriers shall be installed downhill from any earthwork activity, and in all areas subject to soil erosion, prior to start of construction. Soil erosion sedimentation shall be controlled during all phases of construction. ALL SOIL EROSION SEDIMENTATION SHALL BE RETAINED ON SITE.	 JENKINS ENGINEERING, INC. 73 EGLIN PARKWAY NE, SUITE 203 FORT WALTON BEACH, FLORIDA 32548 PHONE 850.837.2448 FAX 850.837.2450 JE@CIVIL.COM  M. SCOTT JENKINS, P.E. FL REGISTRATION NO. 58073 <table><tr><td>BY</td><td>MPF</td><td></td><td></td><td></td><td></td></tr><tr><td>DESCRIPTION</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>REVISIONS PER CITY 100% REVIEW</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>DATE</td><td>5/15/2024</td><td></td><td></td><td></td><td></td></tr><tr><td>REV</td><td>3</td><td></td><td></td><td></td><td></td></tr></table> CITY OF DESTIN CITY OF DESTIN PICKLEBALL COURTS DESTIN, FLORIDA SPECIFICATIONS II	BY	MPF					DESCRIPTION						REVISIONS PER CITY 100% REVIEW						DATE	5/15/2024					REV	3					JOB: 23-58 DATE: 10-2023 DESIGNED: MSJ DRAWN: MPF BAR IS ONE INCH ON ORIGINAL 0" 1" IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY DRAWING NUMBER 13 OF 13 SHEET NUMBER C13
BY	MPF																																		
DESCRIPTION																																			
REVISIONS PER CITY 100% REVIEW																																			
DATE	5/15/2024																																		
REV	3																																		

A. 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.

B. VERIFY ALL DOOR SWINGS WITH ARCHITECTURAL DRAWINGS PRIOR TO ROUGHING-IN WALL FOR SWITCHES.

C. 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.

D. 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.

E. 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.

F. 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.

G. OBTAIN ARCHITECTS APPROVAL OF ALL LIGHT FIXTURES, SWITCHES, RECEPTACLES, PANELBOARDS, ETC. PRIOR TO PURCHASING.

H. 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.

I. ALL WORK SHALL BE INSTALLED IN CONCEALED TYPE CONSTRUCTION. UNDERGROUND CONDUITS UP TO FIRST BOX IN CONCEALED CONSTRUCTION MAY BE SCH40 PVC. EXTERIOR EXPOSED WORK SHALL BE I.M.C. BRANCH CIRCUIT CONDUIT RUN IN OPEN SPACES ABOVE CEILING OR IN WALLS MAY BE THINWALL (E.M.T.) CONDUIT 1/2" MIN. SIZE.

J. ALL CONDUCTORS LESS THAN 100A. SHALL BE COPPER #12 & #10 SOLID, #8 AND LARGER STRANDED, #6 AND SMALLER TO BE TYPE THWN. 600 VOLT INSULATION AND TYPE THWN OR THHN FOR #4 AND LARGER. ALUM. CONDUCTORS MAY BE USED FOR 100A. AND LARGER ONLY WHERE USED WITH COMPRESSION TERMINATIONS.

K. PROVIDE GROUNDING PER NATIONAL ELECTRIC CODE.

L. THE CONTRACTOR SHALL LEAVE THE ENTIRE ELECTRICAL SYSTEM INSTALLED IN PROPER WORKING ORDER, AND SHALL REPLACE 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.



A-1 ADJACENT TO ARROW INDICATES HOMERUN OF CIRCUIT NO. 1 TO PANEL A; "B" INDICATES FIXTURE TYPE; MARKS ACROSS RACEWAY RUN INDICATES THE NUMBER OF NO. 12 CONDUCTORS; UNLESS NOTED OTHERWISE NO MARKS INDICATES TWO NO. 12 CONDUCTORS AND ONE NO. 12 GREEN GROUND CONDUCTOR IN 1/2" CONDUIT (#12 & #12 GND-1/2"C)

 POLE MOUNTED FIXTURE

 WALL SWITCH; 120/277V; 20A; 2 POLE; A.C. ONLY; MT 48" AFF TO C/L; HUBBELL SERIES HBL1222; IN WEATHER PROOF ENCLOSURE

 PANEL; 120/240V; MT 72" AFF TO TOP

 RACEWAY INSTALLED CONCEALED IN WALLS AND/OR ABOVE CEILING

 RACEWAY INSTALLED CONCEALED IN FLOOR SLAB AND/OR BELOW GRADE

ATTACH TO POLE, DO NOT BOND TO BUILDING CONDUIT SYSTEM

ROUND POLE BASE COVER PAINT TO MATCH POLE



POLE LIGHTING FIXTURE SCHEDULE NOTES

- | | |
|----|---|
| 1. | REQUIRED ALTERNATE FIXTURES SHALL BE SUBMITTED TO THE ENGINEER FOR PRIOR APPROVAL A MINIMUM OF (10) TEN BUSINESS DAYS PRIOR TO BID DATE. ANY REQUIRED ALTERNATE FIXTURES NOT SUBMITTED FOR PRIOR APPROVAL WILL NOT BE REVIEWED. |
| 2. | FIXTURE(S) MOUNTED AT APPROX 23'-0" AFG TAKING INTO ACCOUNT POLE ARM RISE |

EXISTING POWER POLE

EXISTING POLE MOUNTED TRANSFORMER
COORDINATE WITH FPL IF UPSIZING IS REQUIRED.

3#3/0 IN 2" C

NEW PEDESTAL; COORDINATE WITH UTILITY COMPANY

NEW UTILITY METER

PB1

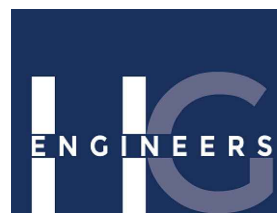
PANEL INCLUDED WITH BATHROOM

3#2 & 1#6G IN 1-1/4" C

3#3/0 IN 2" C

2 RUNS OF 3#350 IN 2-1/2" C

- ① PROVIDE TWO 5/8" X 10' GROUND RODS & 20' OF BARE #4 IN FOOTER FOR GROUNDING SYSTEM
- ② INSTALL SURGE PROTECTIVE DEVICE IN BREAKER POSITION NEAREST TO NEUTRAL BAR WITH 3#6, #10 GND IN 3/4"C; LEAD LENGTH CANNOT EXCEED UL 1449 4TH EDITION TEST OF 14" - REFER TO SPECS. PROVIDE INTERNAL 60A. FUSING.



HG Engineers
 142 Eglin Parkway SE
 Fort Walton Beach, Florida, 32548
 E-mail: office@hgengineers.com
 Ph: 850.243.6723
 Fl. Authorization No.00006680
 Christopher A. Garick; FL. PE No.539
 Thomas A. Alexander; FL. PE No.731
 Daniel J. White; FL. PE No.73790
 Caleb W. Leonard; FL. PE No.91782

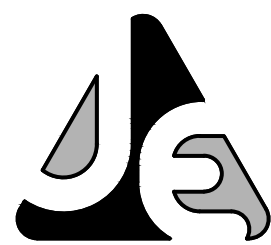
24049
Job No.

JOB:	2201
DATE:	08-202
DESIGNED:	C
DRAWN:	C

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

DRAWING NUMBER
01 OF 05
SHEET NUMBER

E01



JENKINS ENGINEERING, INC.

IN PARKWAY NE, SUITE 203
LTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450

JEICIVIL.COM



Digitally signed
by Daniel White
Date:
2024.08.14
12:22:12-05'00

COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED. THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPY.

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CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS

CITY OF DESTIN

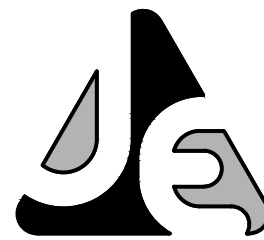
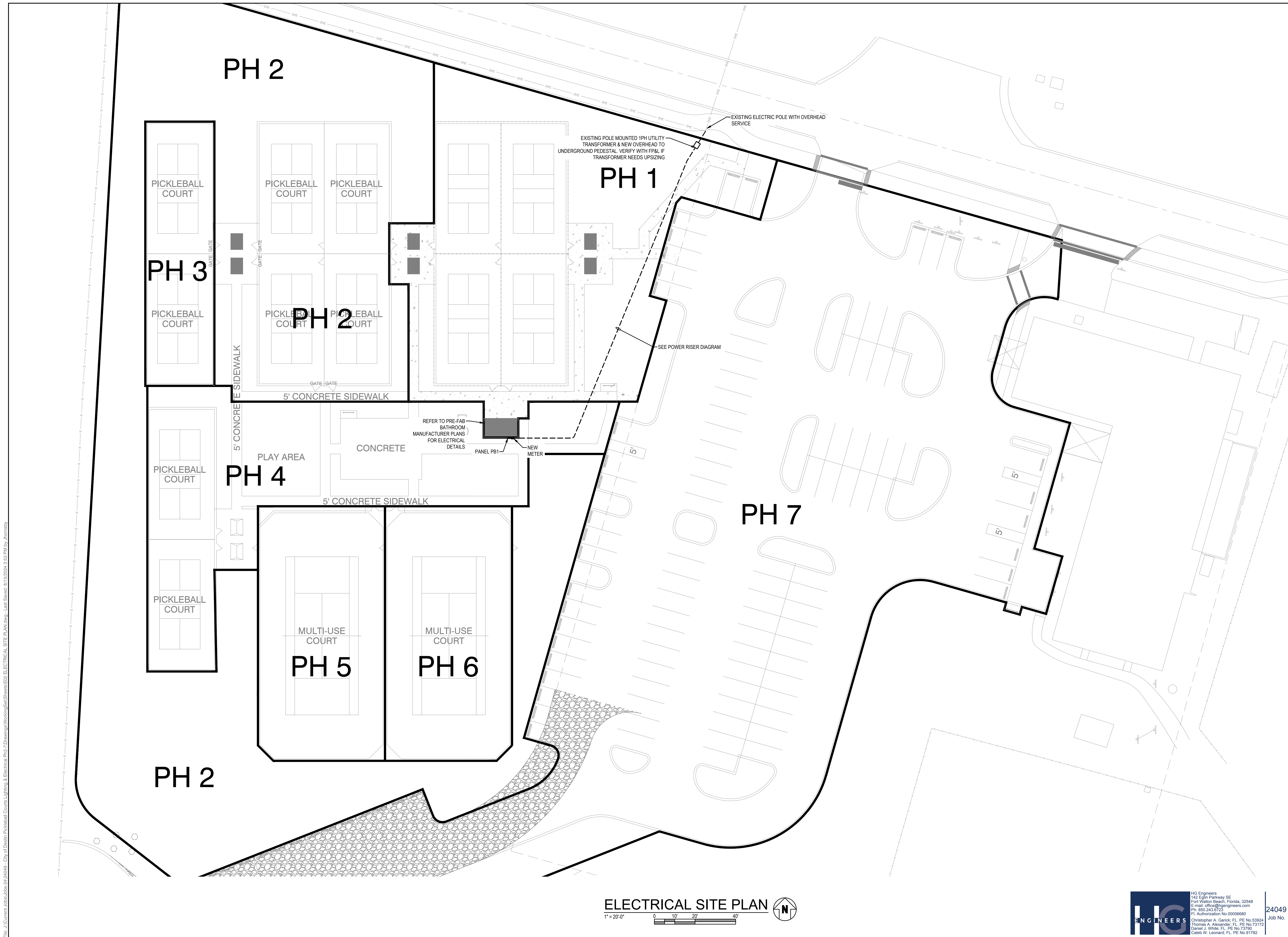
LEGEND AND NOTES

JOB:	2201
DATE:	08-202
DESIGNED:	C
DRAWN:	C

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

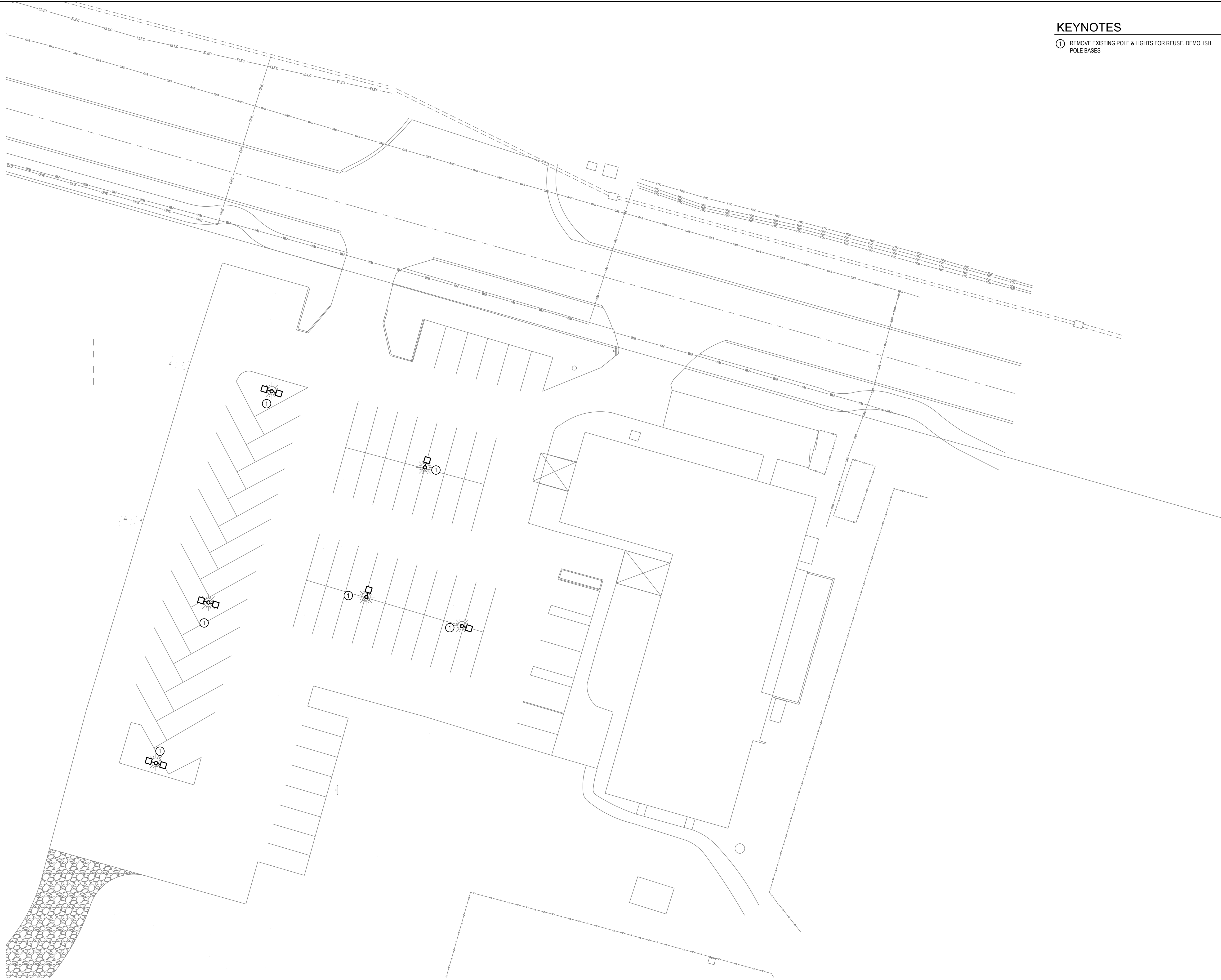
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01 OF 05
SHEET NUMBER

E01

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JOB:	22014
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DESIGNED:	CP
DRAWN:	CP
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IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY	
DRAWING NUMBER 02 OF 05	
SHEET NUMBER E02	

File: J:\Current Jobs\24049 - City of Destin Pickleball Courts Lighting & Electrical Plan\27 Drawings\Working Set\Sheets\EDR ELECTRICAL SITE PLAN.dwg, Last Saved: 2/13/2024 3:53 PM by Jhenrby



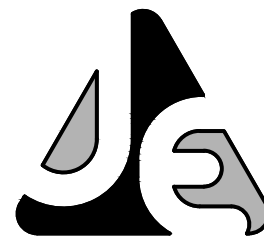
ELECTRICAL SITE DEMO

1" = 20'-0"

0 10' 20' 40'

KEYNOTES

- ① REMOVE EXISTING POLE & LIGHTS FOR REUSE. DEMOLISH POLE BASES



JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVIL.COM

REV	DATE	DESCRIPTION	BY

CITY OF DESTIN
CITY OF DESTIN PICKLEBALL COURTS
CITY OF DESTIN
ELECTRICAL SITE DEMO
NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 22014
DATE: 08-2024
DESIGNED: CP
DRAWN: CP

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

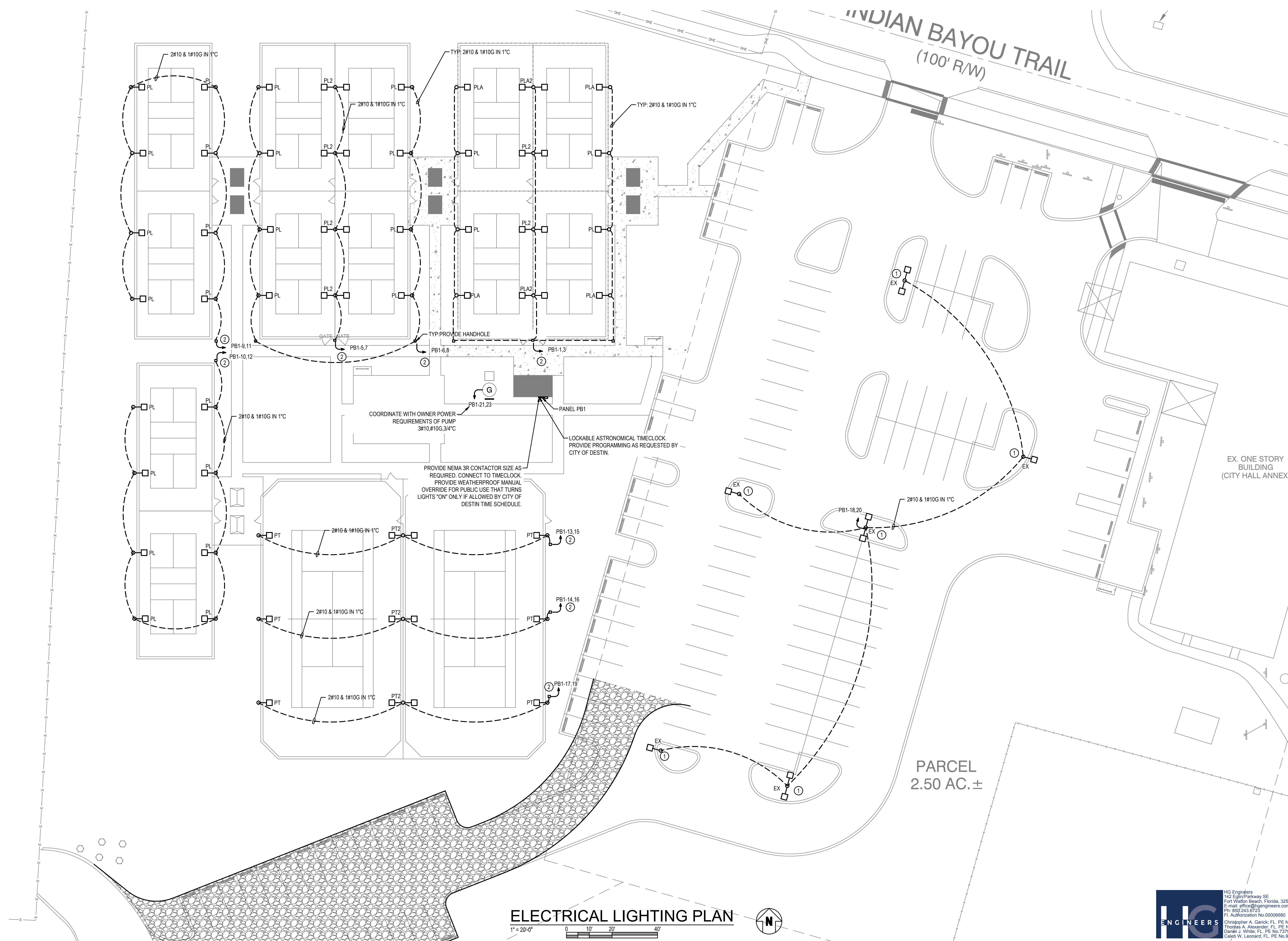
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03 OF 05
SHEET NUMBER

E03

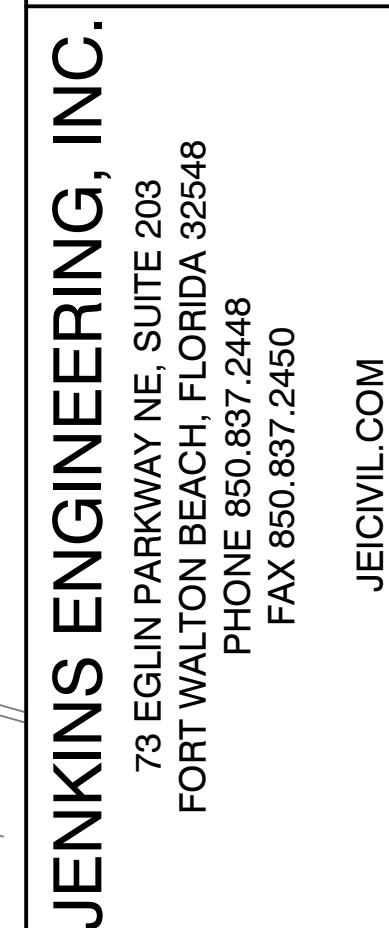


H&C Engineers
142 Eglin Parkway SE
Fort Walton Beach, Florida, 32548
E-mail: office@hceengineers.com
Ph: 850.243.8725
FL Authorization No. 00006680
Christopher A. Garick, FL PE No. 53924
Thomas A. Alexander, FL PE No. 73172
Daniel J. White, FL PE No. 73769
Caleb W. Leonard, FL PE No. 91782

Job No. 24049



- ① REUSE EXISTING POLE & LIGHTS. PROVIDE NEW POLE BASE
PROVIDE NEW PHOTOCCELL ADJACENT TO RESTROOM
BUILDING FOR DUSK / DAWN CONTROL.
- ② HOMERUN VIA CONTACTOR / TIME CLOCK.

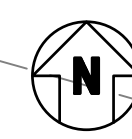


CITY OF DESTIN	CITY OF DESTIN PICKLEBALL COURTS ELECTRICAL LIGHTING PLAN
JOB: 2201	
DATE: 08-202	
DESIGNED: C	
DRAWN: C	
BAR IS ONE INCH ON ORIGINAL 0 1"	
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY	
DRAWING NUMBER 04 OF 05	
SHEET NUMBER	
E04	

	JEICIVIL.COM	
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1" = 20' 0"

0 10' 20'

A horizontal graphic scale bar with three segments. The first segment is labeled '0', the second '10'', and the third '20''. The segments are shaded in alternating light and dark gray.

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

HG Engineers
142 Eglin Parkway SE
Fort Walton Beach, Florida, 32548
E-mail: office@hgengineers.com
Ph: 850.243.6723
Fl. Authorization No. 00006680

S Christopher A. Garick; FL. PE No. 5
Thomas A. Alexander; FL. PE No. 7
Daniel J. White; FL. PE No. 73790
Caleb W. Leonard; FL. PE No. 0176

24049 Job No.

3924	---
3172	
12	



CITY OF DESTIN	JOB: 22014	PHOTOMETRIC PLAN NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE
CITY OF DESTIN PICKLEBALL COURTS	DATE: 08-2024	
CITY OF DESTIN	DESIGNED: CP	
	DRAWN: CP	
	BAR IS ONE INCH ON ORIGINAL 0	
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY		
DRAWING NUMBER 05 OF 05		
SHEET NUMBER		
E05		

24049
Job No.

ADDENDUM NO. 1
CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB NO. 25-02-REC
ANNEX PICKLEBALL COURT (PHASE 1A-B) PROJECT

MARCH 12, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFB and is hereby made a part of the proposal documents. Per the RFB, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above referenced project.

The City received the following questions from a potential bidder with respect to the City's RFB NO. 25-02-REC. As per the City's standard practice, the City is furnishing the responses below to these questions.

Question: What are the liquidated damages for this project?

Response: This amount has yet to be determined but similar-sized projects have been \$300 a day for every calendar day beyond the time specified.

Question: Please confirm that the pickleball court shall extend to the nearest concrete pavement and/or extended 6 inches pass the new fence line, and not leave a gap as depicted.

Response: The perimeter of the pickleball court shall be constructed as an extension of the pickleball court itself (see PICKLEBALL COURT & MULTI-USE COURT PAVEMENT SECTION [detail] on Sheet C08). It shall extend either to the nearest newly constructed concrete sidewalk/walkway/rest area (leaving no unimproved surface between the court and the concrete) or 6 IN. beyond the newly constructed fence line, as applicable. Any area outside this shall be grassed.

Question: Please confirm that the contractor is to furnish and install the Cortex restroom facility.

Response: Confirmed. The contractor shall furnish and install the Cortez restroom facility.

Question: Please confirm that the contractor is to price only (2) 8' benches with canopy. Not (4) as depicted?

Response: Sheets C03-C07, immediately adjacent to Phase I court construction, depict a total of two (2) EA, dual-canopy, single-unit shade structures. One unit on east of the court and another on the west. Photo shown below for design concept and intent.



Question: Please confirm that the pickleball court covers depicted on C09 are not part of this bid.

Response: Confirmed. The full-court coverage product shown in the "PICKLEBALL COURT COVER DETAIL" in Sheet C09 is not included in this project.

Question: Please confirm that the trash can depicted on Sheet C09 are not part of this bid.

Response: Confirmed. "TRASH CAN DETAIL" shown in Sheet C09 is not included in this project.

Question: Please confirm that the budget for this project remains the same (\$435K)

Response: The amount budgeted for this project has not changed but may be adjusted if needed.

Question: Please confirm that bid line item 5.3 is meant to be "1 LS" for Landscaping, not 4 each.

Response: Confirmed. Exhibit A - Price Proposal Sheet (Bid Proposal Form), Item No. 5.3 (Landscaping) "Amt" (Amount) shall be amended from "4" to "1". Put simply, please use this line item to submit a single price, representing a "total cost solution" to successfully complete all landscaping aspects of this project.

The bid opening date for 25-02-REC remains March 27, 2025 at 2:00 P.M. (CST)

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum No. 1 is hereby acknowledged:

Print Name

Signature

Date

DESTIN CITY HALL BOARDROOM
THURSDAY, MARCH 27, 2025
2:00 PM

****BIDDERS:**

1)	BIGGS Construction	\$ 725,333
2)	BGN CONTRACTORS	\$ 644,620.90
3)		\$
4)		\$
5)		\$
6)		\$

REY BAILEY - CITY CLERK
KIM MONTGOMERY - DEPUTY CITY CLERK
JOE BOUL - DEPUTY INDIAN

****Unless otherwise indicated, all bids were sealed and read aloud.**



P.O.Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

Construction Company, Inc.

General Contractors

• Project Managers •

Consultants

CITY OF DESTIN
RFB NO. 25-02-REC
ANNEX PICKLEBALL COURTS
(PHASE 1A-B) PROJECT
3/27/25 @2PM

SUBMITTED BY:

BIGGS CONSTRUCTION COMPANY, INC.

PO BOX 1552

PENSACOLA, FL 32505

850.430.4307

GEORGE@GABIGGS.COM

FL LICENSE # CGC052075

FEIN # 01-0607449



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Fax: 850-430-4308

Construction Company, Inc.

General Contractors

• Project Managers •

Consultants

CITY OF DESTIN
RFB NO. 25-02-REC
TABLE OF CONTENTS:

- Transmittal Letter
- Price Proposal Sheet
- Completed Forms
 - Attachment NO. 1 – Responsive Bidder Qualification Statement
 - Attachment NO. 2 – Public Entity Crime Form
 - Attachment NO. 3 – Drug Free Workplace Certification Form
 - Attachment NO. 4 – Bid Bond Form
 - Attachment NO. 5 – Anti-Human Trafficking Affidavit
 - Attachment NO.6 – Anti – Collusion Statement
- Proof of Insurance
- Proof of Licensing
- Addendums



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Construction Company, Inc.

General Contractors

• Project Managers •

Consultants

**CITY OF DESTIN
RFB NO. 25-02-REC**

TRANSMITTAL LETTER



P.O. Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

**Annex Pickleball Court (Phase 1A – B) Project
Transmittal Letter**

March 27, 2025

**City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, FL 32541**

Biggs Construction Company, Inc. is excited that the City of Destin has decided to invest in improving its public access to one of the most popular growing sports, pickle ball. By doing so with a well-designed multi-phase project building a recreational facility. To provide insight into our firm, we offer the following qualifications and responses to specific items mentioned within the RFP.

BCC works only in NW Florida and South Alabama. Our project management and supervision crews have been with our company for over 15 years on average. Our desire is to provide quality work that will ensure continued request for our services in the future. This philosophy has worked well and we have developed a reputation that does not require us to continually solicit for work. We pick and choose projects that interest us to go after, like the Pickle Ball Court facility, and expend our resources to provide accurate and complete proposals.

We have no particular construction niche. Because we do not travel, we ebb and flow with the local demand. Our personnel have built high rise buildings, offices, heavy earthwork projects, churches, playing fields, gyms, restaurants, bars, industrial and manufacturing facilities. What has our interest in the Pickle Ball Court facility is that we just finished two projects that are very similar for the City of Pensacola Parks and Recreation department and we enjoyed working on them tremendously. One of the projects included a 13 acre, two phase multi use park called "Bruce Beach Park." The other, an eighteen (18) court tennis court refurb. This project completed included: 12 each new construction tennis courts, 6 each re-coat and striped, new LED stadium lighting package, and storm sewer installation and improvements. Courts all built with the American Sports Builders Association specification.

We have history constructing within the City of Destin including retail shell building renovations, interior finishes and building expansions. We have a wide and current vender and subcontractor base in Okaloosa and Walton County to partner with us.

Again, we are excited for the City of Destin and are pleased to be considered to construct this project for you. Contact us if you have any questions or need further information and please visit our website at www.biggsconstructionco.com to review current and past projects.

Sincerely,

**George A. Biggs
President**



P.O. Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

Biggs Construction Company, Inc. Company Resume

Biggs Construction Company, Inc. was established in January of 2002. This firm was created to address the needs of local businesses and property owners in NW Florida and South Alabama by providing consultation, project management and construction services on a team level. The firm provides local construction knowledge ranging from every conceivable aspect of heavy and light commercial construction. Our market is undefined but our predominant focus is on heavily managed, complex, non-typical developments with a strong emphasis on an Owner / Designers / Contractor team approach. Our optimal volume is no more than the amount that the core management and supervision can personally cover. Biggs Construction contracts work as a general contractor, project management and as consultants.

Mission Statement / Quality Statement

To foster a positive and equitable building environment for owners, designers and contractors, to work one-on-one with clients through their major project phases including, but not limited to: conception, design, scheduling, budgeting and physical on-site construction operations. Quality of work and communication is paramount in providing the most cost effective approach to any task. This in turn will cultivate trust between all parties involved.

Quality Assurance

Quality Assurance on our projects is tasked to be the responsibility of all employees on staff. Vice President, Jase Graves, is director of all quality control measures. Jase holds commercial construction license in the state of Florida and has worked as CQC for Corps of Engineers projects in Hurlbert Field and Eglin Air Force Base. The magnitude of the projects he has been CQC in the past range from \$200,000 to \$8,000,000.00. Jase will oversee all material purchase, submittal review and approval, material receipt and installation, inspection, commissioning and warranty documents working hand in hand with Project Manager, Zach Slavin. Zach will be the city contact for progress meetings, reporting, scheduling etc...

Our average supervisory personnel have been with our firm for over 15 years and understand our commitment to providing quality projects. They have the authority to accept or reject any directive or installation for any quality control or safety concern without approval or other from other personnel. They also have the authority to approve directives from the designer or owner, as may be presented in the field. This allows for quick and decisive resolutions.



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Pensacola, FL 32591-1552
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Qualifications and Experience / Past Performance

Biggs Construction has been constructing projects in NW Florida and South Alabama since 2002. Annex Pickleball Court's complexity and contract value fits right within standard size and scope of work contracted over this period. We recently completed and are constructing over \$10,000,000.00 in park projects very similar to the Annex Pickleball courts for The City of Pensacola Parks Department.

See AIA A-305 "Summarized Project Listing", attached for major work history and contact numbers. We invite you to contact any client we have worked for in the past for a reference.

Our personnel have all worked together for an average of over 10 years. See AIA Attachment 3.6 "Key Personnel Experience", attached.

Photograph of recently completed projects, Bruce Beach Phase 1 and Roger Scott Tennis Courts is attached.

Financial Qualifications

Biggs Construction prides itself on the fact that they are in no debt and only take on projects in a value that they have cash on hand to construct. Full financial statements can be made available upon request. We have attached a draft copy of Biggs Construction Balance sheet through December 2023, as produced by Miller CPA, letter from Hancock Bank dated June 2024, and letter from Daniels Commercial Insurance dated May 2024.



P.O. Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
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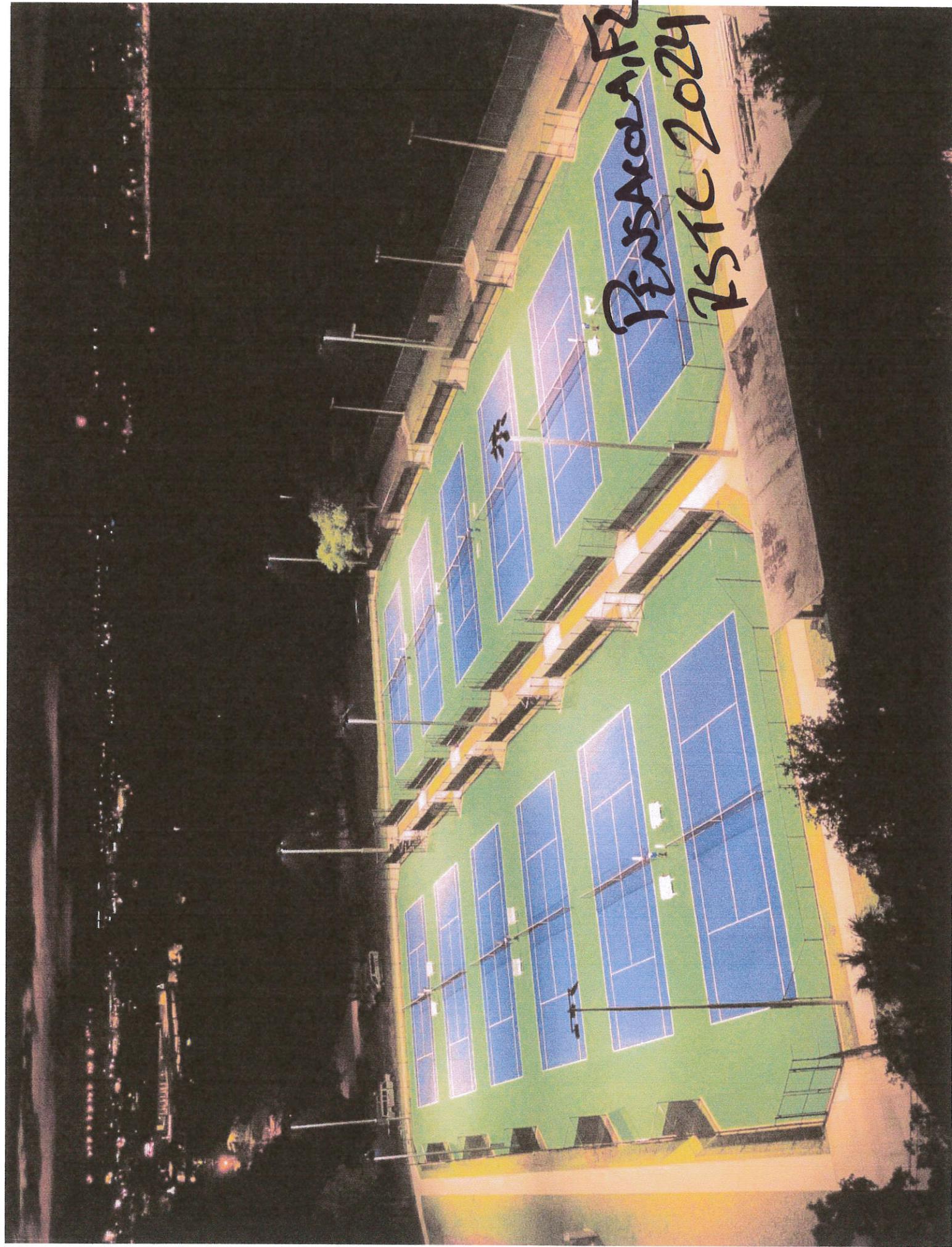
Project Approach

The sequence of the work will stay simplistic in order to ensure the most efficient project for everyone involved, including the community. We will begin with clearing and grubbing, rough grading, and underground utilities. Moving on to fine grading and pickle ball court construction to include fence posts. After asphalt is down and curing for paint we will complete the chain link, gates, and sidewalks surrounding. Given the site accessibility is favorable we anticipate running the courts themselves critical and bringing in the prefabricated restroom building from the south when it is delivered. Landscaping will be continuously installed as the project progresses to keep disturbed and exposed vegetation to a minimum throughout the project.

Cost Control for the work is Biggs Construction responsibility. We operate sophisticated cost tracking accounting methods and can track and account for any and all actual costs expended during the course of construction against budgeted values for same and recognize deviations early enough to adjust as needed to avoid budget revisions. We are interested in making initial overhead and profit margins only and changes in the work cost more to everyone than you can ever recoup, so we avoid them whenever possible.

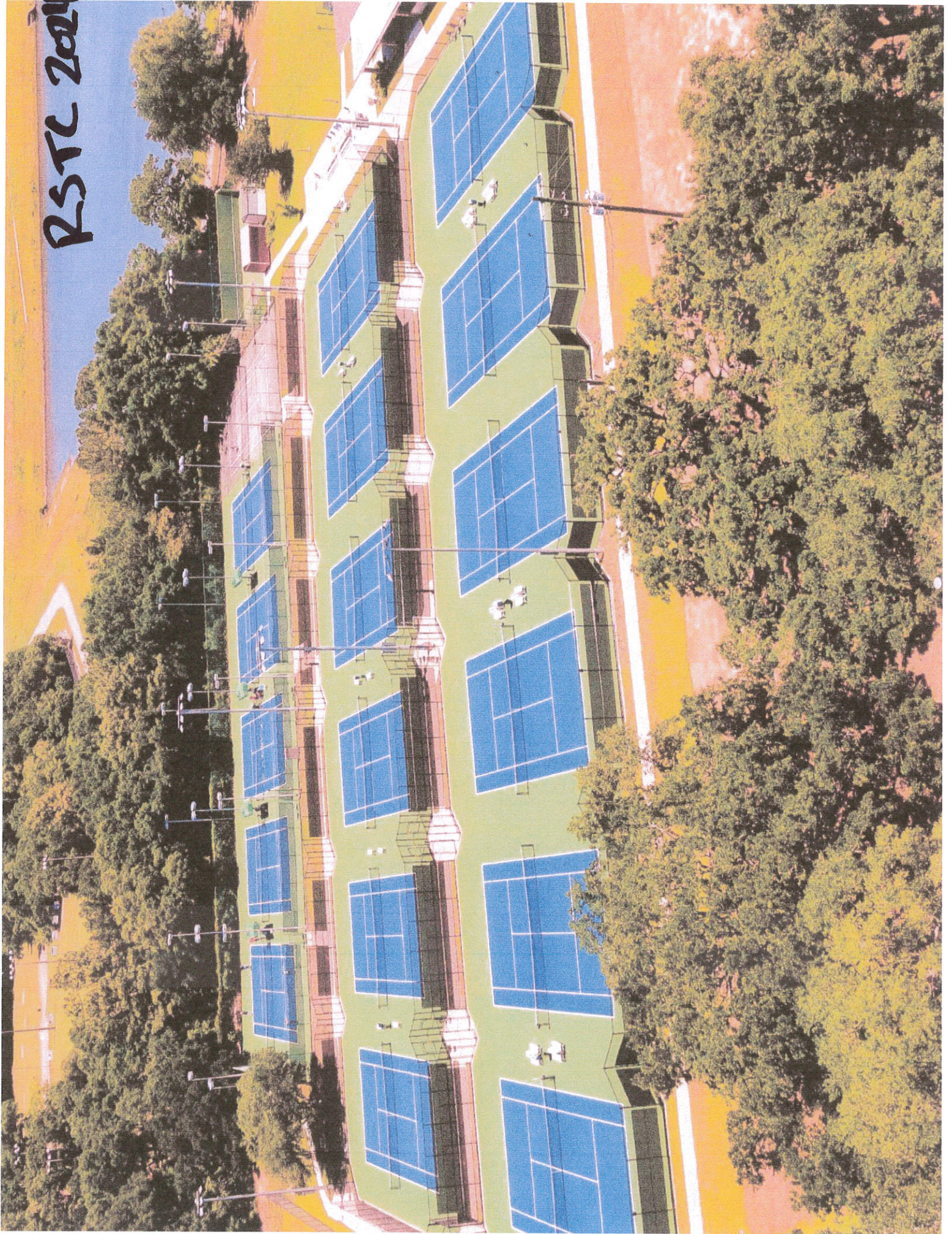
We have worked the area for years and the site conditions at Annex Pickle Courts PH1 (1A-B) do not pose any irregular issues that may need to be compensated for. Upon our site review do not anticipate any concerns with that or any other type of unforeseen conditions.

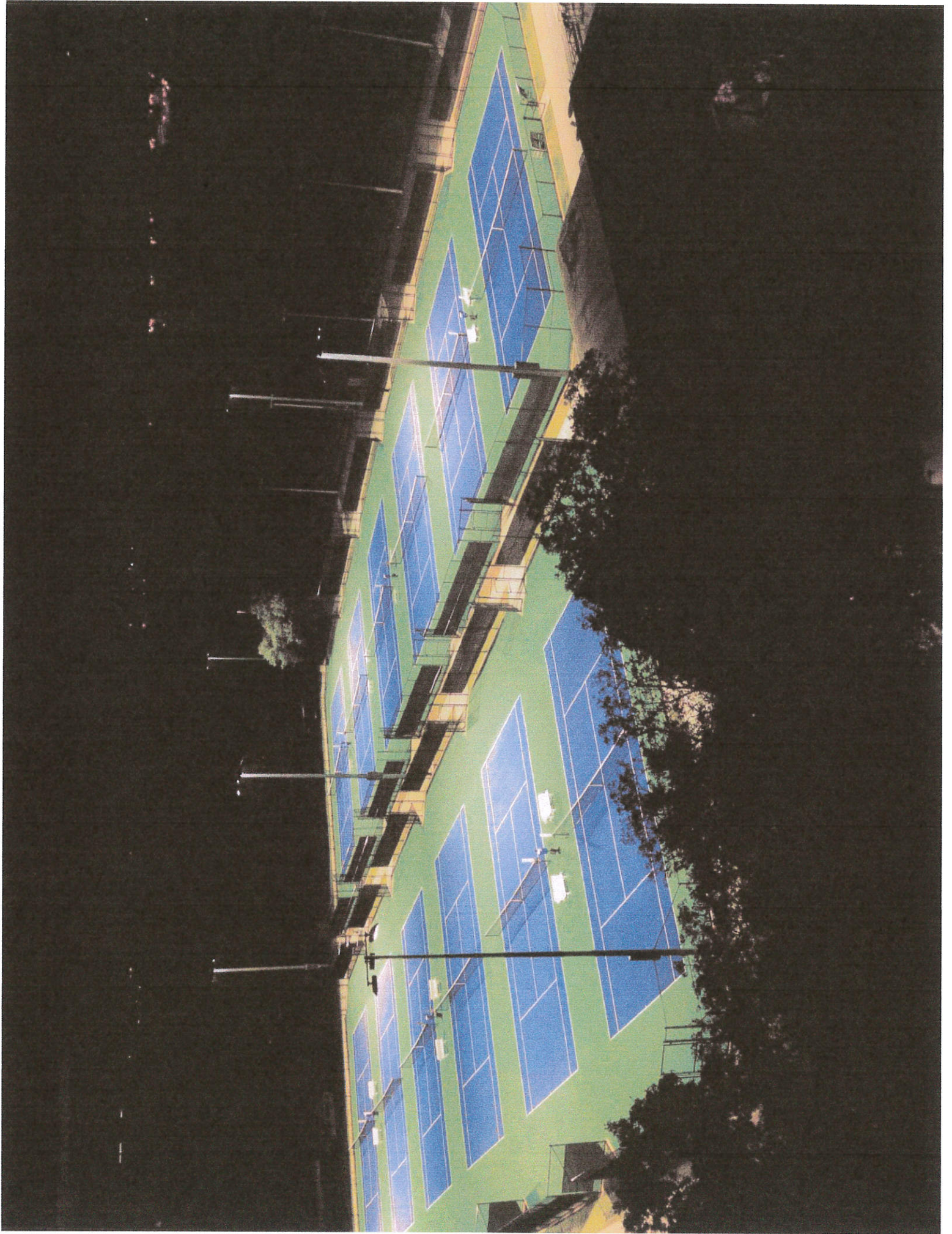
To maintain control of the work, we expect to self-perform the majority of the labor needed for the work including, demolition, site improvements, concrete, and specialties. Due to the delay with the start of the work, with approval and contract 3 months prior to physical work start, we can easily plan to insure proper crews are available to start work timely.



PESACOLA FC
F51C 2024

RSTC 2014





Bruce Beach 2021-2024

PH1/PH2





P.O.Box 1552
Pensacola, FL. 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

Construction Company, Inc.

General Contractors

• Project Managers •

Consultants

**CITY OF DESTIN
RFB NO. 25-02-REC**

PRICE PROPOSAL SHEET



**EXHIBIT A - BID PROPOSAL FORM
PRICE PROPOSAL SHEET**

Destin, FL

RFB NO. 25-02 REC, ANNEX PICKLEBALL COURTS (P1A-B)

2025.03.27

Pg 1 of 1

BIDDER NAME:

Biggs Construction Company, Inc.

Item No.	Unit	Amt	Description	Unit Price	Total Price
SECTION 1 - GRADING					
1.1	LS	1	Mobilization / Demobilization	\$ 4,500.00	\$ 4,500.00
1.2	AC	0.54	Clearing	\$ 32,740.00	\$ 17,679.60
1.3	LS	1	Construction Staking	\$ 9,720.00	\$ 9,720.00
SECTION 2 - SITE IMPROVEMENTS					
2.1	SY	933	2" Layer Type Sp 9.5 Asph. Conc	\$ 74.70	\$ 69,699.60
2.2	SY	933	8" Graded Aggregate Base	\$ 62.20	\$ 58,032.00
2.3	SY	933	12" Compacted Subbase	\$ 4.63	\$ 4,323.60
2.4	SY	355	Sidewalk (width varies)	\$ 141.58	\$ 50,261.40
2.5	LS	1	Prefabricated Bathroom	\$ 154,361.10	\$ 154,361.10
2.6	LF	384	8' Fencing and 6 gates	\$ 156.26	\$ 60,003.00
2.7	LF	192	4' Fencing and 2 gates	\$ 104.17	\$ 19,999.80
2.8	LS	1	Electrical	\$ 49,824.00	\$ 49,824.00
2.9	SY	2240	Finish Grading	\$ 7.04	\$ 15,778.80
2.10	SF	229	Striping & Signage	\$ 8.33	\$ 1,908.00
2.11	LS	1	Maintenance of Traffic	\$ 4,500.00	\$ 4,500.00
SECTION 3 - STORM DRAINAGE SYSTEM					
3.1	LF	1160	Silt Fence	\$ 14.40	\$ 16,704.00
3.2	SY	1350	Sod	\$ 14.44	\$ 19,488.60
SECTION 4 - WATER & SEWER SYSTEMS					
4.1	LF	206	1" Water Service	\$ 52.25	\$ 10,762.50
4.2	EA	1	Tapping Sleeve & Valve	\$ 2,100.00	\$ 2,100.00
4.3	LS	1	Miscellaneous Fittings	\$ 962.50	\$ 962.50
4.4	EA	1	Simplex Grinder Station & valve box	\$ 19,195.75	\$ 19,195.75
4.5	LF	638	2" Forcemain	\$ 71.87	\$ 45,850.00
4.6	LS	1	Connection to existing station	\$ 2,625.00	\$ 2,625.00
4.7	LF	35	Directional bore	\$ 200.00	\$ 7,000.00
SECTION 5 - MISCELLANEOUS					
5.1	EA	2	Pickleball Net System	\$ 9,334.50	\$ 18,669.00
5.2	EA	4	Court paint (Acrylic / Non slip)	\$ 10,872.75	\$ 43,491.00
5.3	LS	1	Landscaping	\$ 16,747.50	\$ 16,747.50
5.4	LS	1	Bicycle Rack	\$ 1,146.25	\$ 1,146.25
			TOTAL BASE BID:	\$	725,333.00

The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.

Item No.	Unit	Amt	Description	Unit Price	Total Price
A	CY	1	Class III Material Disposal	\$ 200.00	\$ 200.00
B	CY	1	Concrete	\$ 96.25	\$ 96.25
C	CY	1	Select Backfill	\$ 100.00	\$ 100.00

ALTERNATE BID ITEMS

1A.1	CY	94	#89 Stone Gravel (3" thick)	\$ 226.89	\$ 21,328.00
1A.2	SY	1,120	Grading	\$ 4.15	\$ 4,645.65
1A.3	SY	312	Grassing (4' back of gravel)	\$ 18.57	\$ 5,793.28
1B.1	EA	2	8' Bench with Canopy	\$ 8,459.55	\$ 16,919.10
			TOTAL ALTERNATE BID ITEMS:	\$	48,686.03

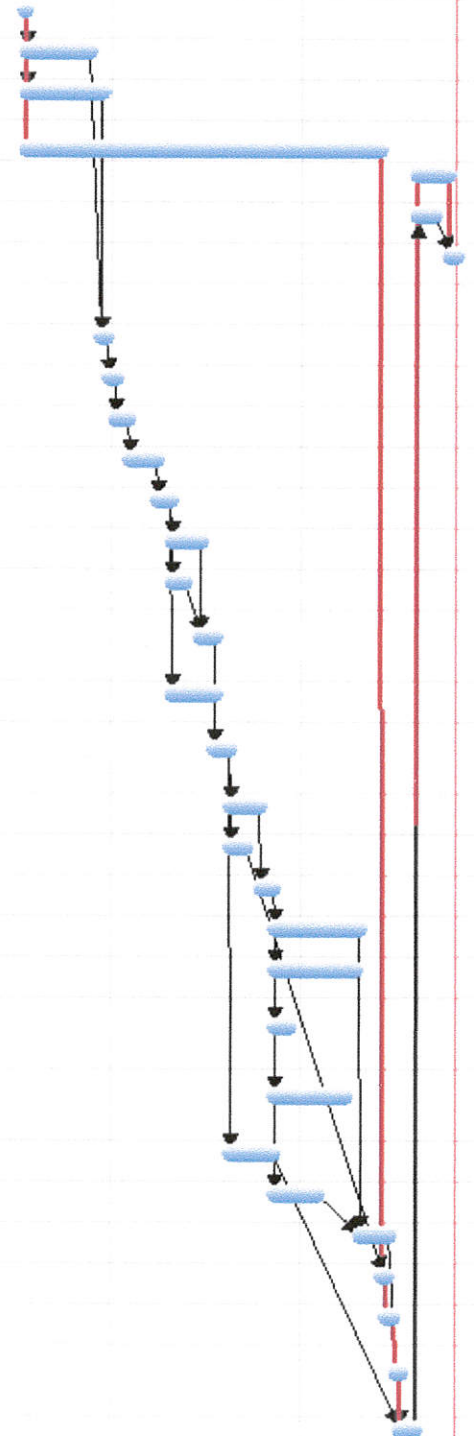
NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.

NOTE 2: CY = Cubic Yard; EA = Each; LF = Linear Feet; LS = Lump Sum; SY = Square Yard

**RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION
BIDS MAY NOT BE CHANGED AFTER BEING OPENED.**

25-02 REC ANNEX PICKLEBALL

Activity Name	Duration (Days)	Start Date	Finish Date	2025			
				First Quarter	Second Quarter	Third Quarter	Fourth Quarter
<u>ADMIN</u>							
NTP	1.00	5/20/25	5/20/25				
Permitting	22.00	5/21/25	6/20/25				
Submittal review	25.00	5/21/25	6/25/25				
Restroom Manufacture*	120.00	5/21/25	11/7/25				
Punch out	10.00	11/26/25	12/11/25				
Final Inspections	5.00	11/26/25	12/4/25				
Turnover	2.00	12/12/25	12/15/25				
<u>Construction</u>							
Physical Start/Mobilize	2.00	6/26/25	6/27/25				
Safe Site	3.00	6/30/25	7/2/25				
Install erosion control	3.00	7/3/25	7/8/25				
Clear & Grub	10.00	7/9/25	7/22/25				
Rough Grading	5.00	7/23/25	7/29/25				
UG Utilities	10.00	7/30/25	8/12/25				
Shape Storm Ponds	5.00	7/30/25	8/5/25				
Final grading (courts/temp parking)	5.00	8/13/25	8/19/25				
Light pole foundations	15.00	7/30/25	8/19/25				
Base for courts/temp praking)	5.00	8/20/25	8/26/25				
Fence post installation	10.00	8/27/25	9/10/25				
Landscaping partial	5.00	8/27/25	9/3/25				
Pave courts	5.00	9/11/25	9/17/25				
Court cure period	30.00	9/18/25	10/29/25				
Sidewalks	28.00	9/18/25	10/27/25				
Restripe Ph1 existing parking	5.00	9/18/25	9/24/25				
light pole/fisture installation	25.00	9/18/25	10/22/25				
Gravel at temp parking	15.00	8/27/25	9/17/25				
Fence chainlink and gates	15.00	9/18/25	10/8/25				
Coat and stripe courts	10.00	10/30/25	11/12/25				
Restroom pad prep	2.00	11/10/25	11/11/25				
Set Restroom	3.00	11/12/25	11/14/25				
Final restroom connections	2.00	11/17/25	11/18/25				
Landscape Final	5.00	11/19/25	11/25/25				
				First Quarter	Second Quarter	Third Quarter	Fourth Quarter





P.O.Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

Construction Company, Inc.

General Contractors

• Project Managers •

Consultants

CITY OF DESTIN
RFB NO. 25-02-REC

COMPLETED FORMS

**RFP NO. 25-02-REC
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By:

Corporation

☒

Name: Biggs Construction Company, Inc. Partnership

Address: P.O. Box 1552 Individual

City, State, Zip: Pensacola, FL 32591 Other

Telephone No.: (850) 430 4307

Email: george@gabiggs.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the responsive bidder is:

Biggs Construction Company, Inc.

The address of the principal place of business is:

2570 N. Pace Blvd.
Pensacola, FL 32505

2. If responsive bidder is a corporation, answer the following:

a. Date of Incorporation: 2002

b. State of Incorporation: Florida

c. President's name: George A. Biggs

d. Vice President's name: Jason Graves

- e. Secretary's name: N/A
- f. Treasurer's name: N/A
- g. Name and address of Resident Agent: George Biggs
2901 Blackshear Ave
Pensacola, FL 32501

3. If responsive bidder is an individual or a partnership, answer the following:

- a. Date of organization: 2002
- b. Name, address and ownership units of all partners:
George A. Biggs 100%

- c. State whether general or limited partnership: _____

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

9 years

Under what other former names has your organization operated?

Biggs Green Construction Services, Inc.
JMG Specialties, Inc.

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

CAC 052075 FL - expires 8/2026
150372 - Okaloosa County - exp. 9/30/25
67422 - Santa Rosa County - exp. 9/30/25

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

NO

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

[See attached]

10. State the name of the individual who will have personal supervision of the work:

Not assigned yet.

11. State the name and address of attorney, if any, for the business of the responsive bidder:

Bruce Partington ; pensacola

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

N/A



P.O. Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

Aia Attachment 3.6

Key Personnel Experience

George A. Biggs; President

Owner – Biggs Construction Company, Inc.
23 years Owner/Contractor Commercial General Construction
7 years Project Manager Commercial General, Military Construction
10 years Project Manager Commercial Retail Space Construction
3 years Superintendent, Commercial General Construction
Licensed General Contractor State of Florida and State of Alabama
Board Member / Committee Member, Board Member of numerous civic activities
Boy Scout Leader 14 years
Member, Construction Specification Institute, Masonry Affiliates Southeast
Qualified Storm Water Management Inspector; LEED Green Associate
State of Florida licensed Home Inspector
B.S. Building Construction; School of Architecture, University of Florida, 1985

Jase Graves; Vice President, Project Manager

3 years Vice President and 5 years Project Manager – Biggs Construction Company, Inc.
Licensed General Contractor State of Florida
(37 years construction experience)

Laura Schoen; Administration

18 years Office Administrative Coordinator – Biggs Construction Company, Inc.
(27 years combined continual office administrative support/management)

Tim Price; Field Superintendent

21 years General Superintendent – Biggs Construction Company, Inc.

Mark Madison; Field Superintendent

21 years General Superintendent – Biggs Construction Company, Inc.

Mike McManus; Field Superintendent

10 years General Superintendent – Biggs Construction Company, Inc.

Coyce Simmons; Field Superintendent

10 years General Superintendent – Biggs Construction Company, Inc.

Zack Slavin; Project Manager

4 years – Biggs Construction Company, Inc.
Licensed General Contractor State of Florida

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

Biggs Construction Company, Inc.
B.A. Biggs Construction Company
both 100%

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	8
b.	Non-Governmental Related Work	7
	Total Work (a +b):	8

Revenue Index Number

1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

15. Bank References:

Bank	Address	Telephone
Hancock Whitney		850 444 3720
Morgan Stanley		

16. What will be your turnaround time for written responses to City inquiries?

5 business days

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

N/A

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

N/A

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

N/A

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

NO

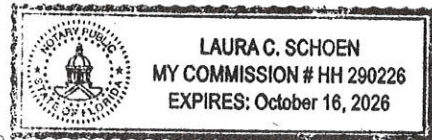
The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) [Signature]

(Title) Owner / President

Subscribed and sworn to before me

This 27 day of March, 20 25



[Signature]
Notary Public (Signature)

My Commission Expires: 10-16-26

END OF SECTION

RFP NO. 25-02-REC
ATTACHMENT NO. 2
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract City of Seaside;
Annex Pickleball Court (Ph 14-B) RFP 25.02-REC

2. This sworn statement is submitted by Biggs Construction Co, Inc. whose
business address is 2510 N. Pace Blvd
Pensacola, FL 32505

and (if applicable) Federal Employer Identification Number (FEIN) is 010607449 (If the entity
has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is George A. Biggs and my relationship to the
entity named above is Owner / President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

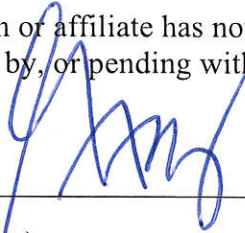
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

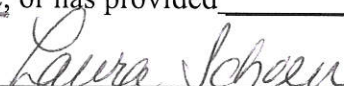


(Signature)

Date: 3/27/25

STATE OF FLORIDA
COUNTY OF Escambia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27 day of March, 2025, and is personally known to me, or has provided _____ as identification.



Notary Public

My Commission expires: 10-16-26

END OF SECTION



RFP NO. 25-02-REC
ATTACHMENT NO. 3
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Biggs Construction Company, Inc.
ADDRESS: 2510 N. Pace Blvd
CITY: Pensacola STATE: FL ZIP CODE: 32505
TELEPHONE NUMBER: (850) 430 4307
SIGNATURE: [Signature] DATE: 3/27/25
NAME (TYPED OR PRINTED): George A. Biggs
TITLE: Owner / President

END OF SECTION

RFP NO. 24-15-REC
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Biggs Construction Company, Inc. Principal, and NGM Insurance Company as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 2nd day of January, 2025.

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 24-15-REC, ANNEX PICKLEBALL COURT (PHASE 1A-B) PROJECT.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

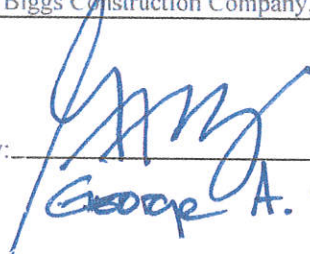
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

Biggs Construction Company, Inc.

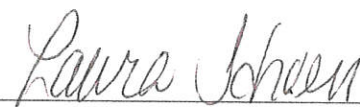
NGM Insurance Company
(Seal) Surety's Name and Corporate Seal

By: 
George A. Biggs.

(L.S.) By: 
Signature (attach power of attorney)

Title: President

Title: Mark W. Edwards, II, Attorney-in-Fact

Attest: 
Signature and Title

Attest: 
Alisa B. Ferris, Vice President - Surety
Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION



POWER OF ATTORNEY

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Mark W Edwards II, Jeffrey M Wilson, Robert R Freel, Alisa B Ferris, Richard H Mitchell, Anna Childress, William M. Smith, Kimberly Rochester, Gabriella Bozzano, Krista Shelnett** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Five Million Dollars (\$25,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.

My Commission Expires May 21, 2027



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this

2nd day of January, 2025.

Andrew Rose, Vice President

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431

Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

**RFP NO. 25-02-REC
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT**

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I George A. Biggs (insert name) as Owner/President
(insert title) on behalf of Biggs Construction Co., Inc (insert entity name)
under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Biggs Construction Co. (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Biggs Construction Co. (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.


Printed Name: George Biggs
Title: owner
Nongovernmental entity:
Date:

STATE OF Florida
COUNTY OF Escambia

SWORN TO AND SUBSCRIBED before me ☒ in person or ☐ remote notarization
by George A. Biggs as owner / President on behalf of
Biggs Construction Co, Inc., who is personally known to me
or who produced _____ as identification this 27
day of March, 2025.

Laura Schoen
Notary Public

(Notary Seal)



**RFP NO. 25-02-REC
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT**

ANTI-COLLUSION STATEMENT:

The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Biggs Construction Co.
Bidder's Company Name

P.O. Box 1552

Pensacola, FL 32591
Address

850 430 4307
Phone #

01 06 07449
Federal ID # or SS #


Authorized Signature

George A. Biggs
Authorized Signatory (Print Name)

Owner / President
Title

850 430 4308
Fax #



Construction Company, Inc.

General Contractors

• Project Managers •

Consultants

P.O.Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

**CITY OF DESTIN
RFB NO. 25-02-REC**

**PROOF OF INSURANCE
&
LICENSURE**



City of Destin

4200 Indian Bayou Train, Destin FL 32541
(850) 654-1119

PROFESSIONAL LICENSE CERTIFICATE

Issued To:	George Biggs	Certification(s):	CGC052075 - Certified General Contractor
Mailing Address:	2510 NORTH PACE BOULEVARD PENSACOLA, FL 32591		
License Number:	CON-006782-2024	License Type:	Contractor
Issued Date:	8/22/2024	Classification:	Building Contractor (BC) (RC)
Expiration Date:	8/31/2026	Fees Paid:	\$57.20

TO BE POSTED IN A CONSPICUOUS PLACE

SANTA ROSA COUNTY BUSINESS TAX RECEIPT

2024 2025

ACCOUNT NO.
67422

RECEIPT NUMBER 155-24-00196671

MACHINES

ROOMS

SEATS

EMPLOYEES

BUSINESS TYPE

9007 CONTRACTOR (CONTRACTOR-GENERAL CONTRACTOR)

EXPIRES

SEPTEMBER 30, 2025

2510 N PACE BLVD
PENSACOLA, FL 32505-5612

BUSINESS ADDRESS

BIGGS CONSTRUCTION COMPANY, INC
BIGGS GEORGE A
BIGGS CONSTRUCTION COMPANY, INC
2510 N PACE BLVD
PENSACOLA, FL 32505-5612

RENEWAL

AMOUNT 11.25
PENALTY 0.00

TOTAL DUE 11.25
TOTAL PAID 11.25

[Signature]

STAN COLIE NICHOLS, TAX COLLECTOR
SANTA ROSA COUNTY, FLORIDA

ORIGINAL CHECK HAS AN ARTIFICIAL WATERMARK ON REVERSE SIDE - HOLD AT AN ANGLE TO VIEW



2024 / 2025 OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT

The issuance of this receipt does not ensure competency.

BEN ANDERSON
Okaloosa County Tax Collector

BUSINESS NAME: BIGGS CONSTRUCTION COMPANY, INC.

ACCOUNT NUMBER: 150372
EXPIRES: SEPTEMBER 30, 2025

RECEIPT NUMBER: 3600100774627
TYPE OF BUSINESS: Regulated
BUSINESS ADDRESS: 2510 N PACE BLVD
PENSACOLA, FL 32505-5612

RENEW ANNUALLY AT
OkaloosaTax.com

E-check is FREE

BIGGS CONSTRUCTION COMPANY, INC.
2510 N PACE BLVD
PENSACOLA, FL 32505-5612



SCAN WITH
PHONE
TO RENEW

THIS BECOMES A TAX RECEIPT WHEN VALIDATED BELOW

Paid 0-24017439 35.00 08/06/2024

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BIGGS, GEORGE A

BIGGS CONSTRUCTION COMPANY, INC.
2510 NORTH PACE BLVD
PENSACOLA FL 32505

LICENSE NUMBER: CGC052075

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/29/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Southeast Partners Insurance Services LLC 1317 Citizens Blvd Leesburg FL 34748		CONTACT NAME: Daniels Commerical Insurance, LLC PHONE (A/C, No, Ext): 850-308-7710 E-MAIL: service@dcinsllc.com ADDRESS:		FAX (A/C, No): 850-308-7716
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : BITCO General Insurance Corporation		20095
		INSURER B : Nautilus Insurance Company		17317
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1207533891**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			CLP3744434	6/2/2024	6/2/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP			CAP3744435	6/2/2024	6/2/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Limit(Per Person) \$ 10,000
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000 ☐ CLAIMS-MADE			CUP3744436	6/2/2024	6/2/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3744433	6/2/2024	6/2/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A B	Leased, Rented or Borrowed Contractors Equipment Contractor's Pollution Liab			CLP3744434 CLP3744434 CPL204066211	6/2/2024 6/2/2024 6/2/2024	6/2/2025 6/2/2025 6/2/2025	L/R Max per Item 700,000 CE: Schedule on File POLL: Ea Occ/Agg 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**City of Destin, Florida
4200 Indian Bayou Trail
Destin FL 32541

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Construction Company, Inc.

General Contractors

• Project Managers •

Consultants

P.O.Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

**CITY OF DESTIN
RFB NO. 25-02-REC**

ADDENDUMS

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA REQUEST FOR BIDS RFB NO. 25-02-REC ANNEX PICKLEBALL COURT (PHASE 1A-B) PROJECT

MARCH 12, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFB and is hereby made a part of the proposal documents. Per the RFB, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above referenced project.

The City received the following questions from a potential bidder with respect to the City's RFB NO. 25-02-REC. As per the City's standard practice, the City is furnishing the responses below to these questions.

Question: What are the liquidated damages for this project?

Response: This amount has yet to be determined but similar-sized projects have been \$300 a day for every calendar day beyond the time specified.

Question: Please confirm that the pickleball court shall extend to the nearest concrete pavement and/or extended 6 inches pass the new fence line, and not leave a gap as depicted.

Response: The perimeter of the pickleball court shall be constructed as an extension of the pickleball court itself (see PICKLEBALL COURT & MULTI-USE COURT PAVEMENT SECTION [detail] on Sheet C08). It shall extend either to the nearest newly constructed concrete sidewalk/walkway/rest area (leaving no unimproved surface between the court and the concrete) or 6 IN. beyond the newly constructed fence line, as applicable. Any area outside this shall be grassed.

Question: Please confirm that the contractor is to furnish and install the Cortex restroom facility.

Response: Confirmed. The contractor shall furnish and install the Cortez restroom facility.

Question: Please confirm that the contractor is to price only (2) 8' benches with canopy. Not (4) as depicted?

Response: Sheets C03-C07, immediately adjacent to Phase I court construction, depict a total of two (2) EA, dual-canopy, single-unit shade structures. One unit on east of the court and another on the west. Photo shown below for design concept and intent.



Question: Please confirm that the pickleball court covers depicted on C09 are not part of this bid.

Response: Confirmed. The full-court coverage product shown in the "PICKLEBALL COURT COVER DETAIL" in Sheet C09 is not included in this project.

Question: Please confirm that the trash can depicted on Sheet C09 are not part of this bid.

Response: Confirmed. "TRASH CAN DETAIL" shown in Sheet C09 is not included in this project.

Question: Please confirm that the budget for this project remains the same (\$435K)

Response: The amount budgeted for this project has not changed but may be adjusted if needed.

Question: Please confirm that bid line item 5.3 is meant to be "1 LS" for Landscaping, not 4 each.

Response: Confirmed. Exhibit A - Price Proposal Sheet (Bid Proposal Form), Item No. 5.3 (Landscaping) "Amt" (Amount) shall be amended from "4" to "1". Put simply, please use this line item to submit a single price, representing a "total cost solution" to successfully complete all landscaping aspects of this project.

The bid opening date for 25-02-REC remains March 27, 2025 at 2:00 P.M. (CST)

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum No. 1 is hereby acknowledged:

George A. Biggs
Print Name


Signature

3/27/25
Date



25 W. Oak Avenue
Panama City, FL 32401
(850) 258-1869
CGC1520684

Sealed Bid for:

City of Destin

**RFB NO. 25-02-REC - ANNEX PICKLEBALL
COURT (PHASE 1A-B) PROJECT**

Attn:

City of Destin, City Clerk's Office

4200 Indian Bayou Trail

Destin, FL 32541

March 27, 2025 @ 2:00 PM CST



25 West Oak Ave | Panama City, FL 32401

RFB No. 25-02-REC – Annex Pickleball Court (Phase 1A-B) Project

Table of Contents

- a) Cover Sheet
- b) Table of Contents
- c) Transmittal Letter
- d) Price Proposal Sheet
- e) Completed Forms
 - Attachment No.1 – Responsive Bidder Qualification Statement
 - Attachment No.2 – Public Entity Crime Form
 - Attachment No.3 – Drug Free Workplace Certification Form
 - Attachment No. 4 – Bid Bond Form
 - Attachment No. 5 – Anti-Human Trafficking Affidavit
 - Attachment No. 6 – Anti-Collusion Statement
- f) Proof of Insurance
- g) Proof of Licensing/Certifications
- h) Addendum 1
- i) Bid Clarifications



25 West Oak Ave | Panama City, FL 32401

RFB No. 25-02-REC – Annex Pickleball Court (Phase 1A-B) Project

Transmittal Letter

Dear City of Destin Bid Committee,

We are excited to submit our bid for the Annex Pickleball Court (Phase 1A-B) project. As a local company based in Panama City, BGN Contractors is deeply invested in the success of this project.

With over 80 years of combined experience, we have successfully delivered a variety of municipal projects across the Panhandle. Notable completed projects include the Lynn Haven Sports Complex (\$8 million) and the Gore Park Improvements (\$2 million). These projects, along with our ongoing work on the Aaron Bessant Park project for Panama City Beach Tourist Development Council (\$2.5 million), the Glendale Fire Station for Walton County (\$3 million), and the Okaloosa County Tarpon Beach Gulf Front Park (\$2.3 million), showcase our ability to effectively manage and execute large-scale municipal projects on time and within budget. Our team is particularly experienced with athletic courts/facilities and amenities, which aligns perfectly with the scope of work for this project.

BGN Contractors operates primarily as a management team, focused on selecting the best-qualified subcontractors to ensure high-quality results. We understand the scope of work and all project requirements, and our approach includes a detailed plan for managing costs, timelines, and permitting. Please see our bid clarifications for some key issues we've identified, along with our proposed solutions. We are confident in our ability to handle any challenges that may arise and keep the project on schedule and within budget.

If awarded the project, we are on standby and fully prepared to begin work immediately. Our team is ready to complete the project within the proposed timeline, ensuring a smooth and successful outcome for the City of Destin. We also understand the budget for this project is \$435K, and we are more than happy to provide value engineering (VE) options upon request and assist in any way possible to ensure the best outcomes for the City.

Thank you for considering us for this opportunity. Please don't hesitate to reach out with any questions. We look forward to the potential of working with the City of Destin!



EXHIBIT A - BID PROPOSAL FORM PRICE PROPOSAL SHEET
Destin, FL
RFB NO. 25-02-REC, ANNEX PICKLEBALL COURTS (P1A-B)

2025.01.07

Pg 1 of 1

BIDDER NAME:

BGN Contractors

Item No.	Unit	Amt	Description	Unit Price	Total Price
SECTION 1 - GRADING					
1.1	LS	1	Mobilization / Demobilization	\$ 37,000.00	\$ 37,000.00
1.2	AC	0.54	Clearing	\$ 17,500.00	\$ 9,450.00
1.3	LS	1	Construction Staking	\$ 15,000.00	\$ 15,000.00
SECTION 2 - SITE IMPROVEMENTS					
2.1	SY	1036	2" Layer Type Sp 9.5 Asph. Conc	\$ 31.62	\$ 32,758.32
2.2	SY	1036	8" Graded Aggregate Base	\$ 20.43	\$ 21,165.48
2.3	SY	1036	12" Compacted Subbase	\$ 20.43	\$ 21,165.48
2.4	SY	355	Sidewalk (width varies)	\$ 126.82	\$ 45,021.10
2.5	LS	1	Prefabricated Bathroom	\$ 145,258.13	\$ 145,258.13
2.6	LF	384	8' Fencing and 6 gates	\$ 143.93	\$ 55,269.12
2.7	LF	192	4' Fencing and 2 gates	\$ 115.52	\$ 22,179.84
2.8	LS	1	Electrical	\$ 41,515.78	\$ 41,515.78
2.9	SY	2240	Finish Grading	\$ 9.23	\$ 20,675.20
2.10	SF	229	Striping & Signage	\$ 21.16	\$ 4,845.64
2.11	LS	1	Maintenance of Traffic	\$ -	\$ -
SECTION 3 - STORM DRAINAGE SYSTEM					
3.1	LF	1160	Silt Fence	\$ 12.04	\$ 13,966.40
3.2	SY	1350	Sod	\$ 5.00	\$ 6,750.00
SECTION 4 - WATER & SEWER SYSTEMS					
4.1	LF	206	1" Water Service	\$ 35.81	\$ 7,376.86
4.2	EA	1	Tapping Sleeve & Valve	\$ 8,231.67	\$ 8,231.67
4.3	LS	1	Miscellaneous Fittings	\$ 13,338.33	\$ 13,338.33
4.4	EA	1	Simplex Grinder Station & valve box	\$ 17,975.00	\$ 17,975.00
4.5	LF	638	2" Forcemain	\$ 35.67	\$ 22,757.46
4.6	LS	1	Connection to existing station	\$ 6,669.17	\$ 6,669.17
4.7	LF	35	Directional bore	\$ 183.11	\$ 6,408.85
SECTION 5 - MISCELLANEOUS					
5.1	EA	4	Pickleball Net System	\$ 3,906.75	\$ 15,627.00
5.2	EA	4	Court paint (Acrylic / Non slip)	\$ 9,494.98	\$ 37,979.92
5.3	EA	1	Landscaping	\$ 14,302.36	\$ 14,302.36
5.4	LS	1	Bicycle Rack	\$ 1,933.79	\$ 1,933.79
TOTAL BASE BID:					\$ 644,620.90
The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.					
Item No.	Unit	Amt	Description	Unit Price	Total Price
A	CY	1	Class III Material Disposal	\$ 42.00	\$ 42.00
B	CY	1	Concrete	\$ 12.00	\$ 12.00
C	CY	1	Select Backfill	\$ 42.00	\$ 42.00
ALTERNATE BID ITEMS					
1A.1	CY	94	#89 Stone Gravel (3" thick)	\$ 115.00	\$ 10,810.00
1A.2	SY	1,120	Grading	\$ 9.00	\$ 10,080.00
1A.3	SY	312	Grassing (4' back of gravel)	\$ 5.00	\$ 1,560.00
1B.1	EA	2	8' Bench with Canopy	\$ 9,500.00	\$ 19,000.00
TOTAL ALTERNATE BID ITEMS:					\$ 41,450.00
NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.					
NOTE 2: CY = Cubic Yard; EA = Each; LF = Linear Feet; LS = Lump Sum; SY = Square Yard					
RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION BIDS MAY NOT BE CHANGED AFTER BEING OPENED.					

**RFP NO. 25-02-REC
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By:

Corporation

x

Name: Monty Oliva

Partnership

--

Address: 25 W. Oak Avenue

Individual

--

City, State, Zip: Panama City, FL, 32401

Other

Telephone No.: 850-728-1254

Email: moliva@bgncontractors.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the responsive bidder is:

Gage Golden Construction LLC, dba BGN Contractors

The address of the principal place of business is:

25 W. Oak Avenue | Panama City, FL 32401

2. If responsive bidder is a corporation, answer the following:

a. Date of Incorporation: NA

b. State of Incorporation: NA

c. President's name: NA

d. Vice President's name: NA

- e. Secretary's name: NA
- f. Treasurer's name: NA
- g. Name and address of Resident Agent: NA
3. If responsive bidder is an individual or a partnership, answer the following:
- a. Date of organization: 11/28/2018
- b. Name, address and ownership units of all partners:
- Gage Golden
- Jason Bense
-
- c. State whether general or limited partnership: Limited Partnership
4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
- NA
- NA
- NA
5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
- NA
6. How many years has your organization been in business under its present business name?
- 7 Years

Under what other former names has your organization operated?

Gage Golden Construction

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

CGC1520684

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

NA

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Gage Golden

Jason Bense

10. State the name of the individual who will have personal supervision of the work:

Gage Golden

11. State the name and address of attorney, if any, for the business of the responsive bidder:

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

Gage Golden

Jason Bense

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		<u>Revenue Index Number</u>
a.	Government Related Work	7
b.	Non-Governmental Related Work	6
	<i>Total Work (a +b):</i>	8

Revenue Index Number

1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

15. Bank References:

Bank	Address	Telephone
------	---------	-----------

Cadence Bank	101 W 23rd Street Panama City, FL 32405	850-814-6616
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16. What will be your turnaround time for written responses to City inquiries?

5 Business Days

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

NA

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

NA

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

NA

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

NA

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

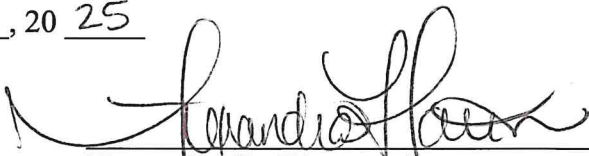
(Signed) 
(Title) Project Manager

Subscribed and sworn to before me

This 27 day of March, 20 25



ALEXANDRA HARJONE
Notary Public
State of Florida
Comm# HH536771
Expires 6/9/2028


Notary Public (Signature)

My Commission Expires: 6/9/2028

END OF SECTION

RFP NO. 25-02-REC
ATTACHMENT NO. 2
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract RFP NO. 25-02-REC

2. This sworn statement is submitted by BGN Contractors whose business address is 25 W. Oak Avenue Panama City, FL 32401

and (if applicable) Federal Employer Identification Number (FEIN) is 82-4527358 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Monty Oliva and my relationship to the entity named above is Project Manager

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

x Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

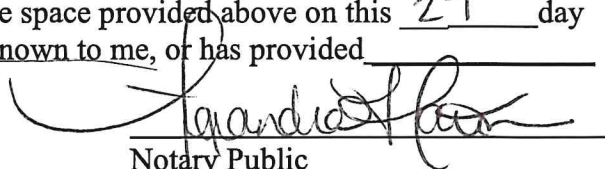
 The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)


(Signature)

Date: 03-27-2025

STATE OF FLORIDA
COUNTY OF Bay

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27 day of March, 20 25, and is personally known to me, or has provided as identification.


Notary Public

My Commission expires:

END OF SECTION



ALEXANDRA HARBISON
Notary Public
State of Florida
Comm# HH536771
Expires 6/9/2028

RFP NO. 25-02-REC
ATTACHMENT NO. 3
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: BGN Contractors

ADDRESS: 25 W. Oak Avenue

CITY: Panama City STATE: FL ZIP CODE: 32401

TELEPHONE NUMBER: 850-258-1869

SIGNATURE:  DATE: 03-27-2025

NAME (TYPED OR PRINTED): Monty Oliva

TITLE: Project Manager

END OF SECTION

RFP NO. 25-02-REC
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as BGN Contractors Principal, and Merchants National Bonding, Inc. as Surety, are hereby held and firmly bound unto the City of Destin, Florida as Owner in the penal sum of, (five percent (5%) of the Contract Bid) 5% of Total Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 27th day of March, 2025

The condition of the obligation is such that whereas the Principal has submitted to City of Destin, Florida a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 25-02-REC, ANNEX PICKLEBALL COURT (PHASE 1A-B) PROJECT.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term 'bid' as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

BGN Contractors

Surety (Print Full Name):

Merchants National Bonding, Inc.

(Seal) Surety's Name and Corporate Seal

By: Marty Oliva, Project Manager (L.S.)

MPO.

By:

Michael W. Brown

Signature (attach power of attorney)

Title: PROJECT MANAGER

Attest:

[Signature]
Signature and Title

Title: Attorney-in-Fact

Attest:

[Signature]
Angela Baker, Agent
Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.



ALEXANDRA HARKINS
Notary Public
State of Florida
Comm# HH536771
Expires 6/9/2028

END OF SECTION

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charles Lydecker; George Byron Norris; Jan Marie Nelson; Jo M Chonko; Michael W Brown; Robert Wagner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



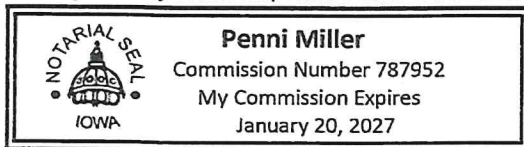
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of March, 2025



William Warner Jr.
Secretary

RFP NO. 25-02-REC
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I Monty Oliva (insert name) as Project Manager
(insert title) on behalf of BGN Contractors (insert entity name)
under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. BGN Contractors (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, BGN Contractors (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Monty Oliva MPO.
Printed Name: Monty Oliva
Title: Project Manager
Nongovernmental entity: BGN Contractors
Date: 03/27/2025

STATE OF Florida
COUNTY OF Bay

SWORN TO AND SUBSCRIBED before me X in person or _____ remote notarization
by Monty Oliva as estimator on behalf of
BGN Contractors, who is personally known to me
or who produced _____ as identification this 27
day of March, 2025.

Alexandra Harris
Notary Public

(Notary Seal)



ALEXANDRA HARRIS
Notary Public
State of Florida
Comm# HH536771
Expires 6/9/2028

**RFP NO. 25-02-REC
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT**

ANTI-COLLUSION STATEMENT:

The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

BGN Contractors

Bidder's Company Name

25 W. Oak Avenue | Panama City, FL 32401

Address

850-258-1869

Phone #

82-4527358

Federal ID # or SS #



Authorized Signature

Monty Oliva

Authorized Signatory (Print Name)

Project Manager

Title

Fax #



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Peoples First Insurance 1022 West 23rd Street Suite 250 Panama City, FL 32405	CONTACT NAME: Cecelia McMahon	
	PHONE (A/C, No, Ext): 850-770-7032	FAX (A/C, No): 850-785-6061
	E-MAIL ADDRESS: cecelia.mcmahon@pfinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Accellerant Specialty	NAIC # 16890
INSURED Gage Golden Construction LLC dba: BGN Contractors 1901 N East Ave Panama City, FL 32405	INSURER B: Evanston Insurance Company	
	INSURER C: Richmond National Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER: ☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	DCS0000002-00	05/30/2024	05/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	RN-7-0505148	5/30/2024	5/30/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Environmental Liability			MKL2ENV104183	05/30/2024	05/30/2025	Contractor Pollution 1,000,000
B	Environmental Liability			Same as Above			Professional Liab 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED BLANKET FORMS AS REQUIRED BY A WRITTEN CONTRACT WITH THE NAMED INSURED.

CERTIFICATE HOLDER

CANCELLATION

City of Destin Building Division
4200 Indian Bayou Trail
Destin, FL 32541

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

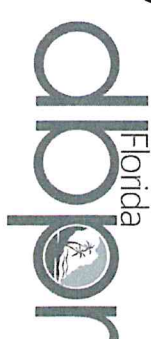
AUTHORIZED REPRESENTATIVE

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GOLDEN, RONALD GAGE

BGN CONTRACTORS
1901 N EAST AVE
PANAMA CITY FL 32405

LICENSE NUMBER: CGC1520684

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/28/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



ADDENDUM NO. 1

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB NO. 25-02-REC
ANNEX PICKLEBALL COURT (PHASE 1A-B) PROJECT**

MARCH 12, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFB and is hereby made a part of the proposal documents. Per the RFB, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above referenced project.

The City received the following questions from a potential bidder with respect to the City's RFB NO. 25-02-REC. As per the City's standard practice, the City is furnishing the responses below to these questions.

Question: What are the liquidated damages for this project?

Response: This amount has yet to be determined but similar-sized projects have been \$300 a day for every calendar day beyond the time specified.

Question: Please confirm that the pickleball court shall extend to the nearest concrete pavement and/or extended 6 inches pass the new fence line, and not leave a gap as depicted.

Response: The perimeter of the pickleball court shall be constructed as an extension of the pickleball court itself (see PICKLEBALL COURT & MULTI-USE COURT PAVEMENT SECTION [detail] on Sheet C08). It shall extend either to the nearest newly constructed concrete sidewalk/walkway/rest area (leaving no unimproved surface between the court and the concrete) or 6 IN. beyond the newly constructed fence line, as applicable. Any area outside this shall be grassed.

Question: Please confirm that the contractor is to furnish and install the Cortex restroom facility.

Response: Confirmed. The contractor shall furnish and install the Cortex restroom facility.

Question: Please confirm that the contractor is to price only (2) 8' benches with canopy. Not (4) as depicted?

Response: Sheets C03-C07, immediately adjacent to Phase I court construction, depict a total of two (2) EA, dual-canopy, single-unit shade structures. One unit on east of the court and another on the west. Photo shown below for design concept and intent.



Question: Please confirm that the pickleball court covers depicted on C09 are not part of this bid.

Response: Confirmed. The full-court coverage product shown in the "PICKLEBALL COURT COVER DETAIL" in Sheet C09 is not included in this project.

Question: Please confirm that the trash can depicted on Sheet C09 are not part of this bid.

Response: Confirmed. "TRASH CAN DETAIL" shown in Sheet C09 is not included in this project.

Question: Please confirm that the budget for this project remains the same (\$435K)

Response: The amount budgeted for this project has not changed but may be adjusted if needed.

Question: Please confirm that bid line item 5.3 is meant to be "1 LS" for Landscaping, not 4 each.

Response: Confirmed. Exhibit A - Price Proposal Sheet (Bid Proposal Form), Item No. 5.3 (Landscaping) "Amt" (Amount) shall be amended from "4" to "1". Put simply, please use this line item to submit a single price, representing a "total cost solution" to successfully complete all landscaping aspects of this project.

The bid opening date for 25-02-REC remains March 27, 2025 at 2:00 P.M. (CST)

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum No. 1 is hereby acknowledged:

Monty Oliva

Print Name



Signature

03-27-2025

Date



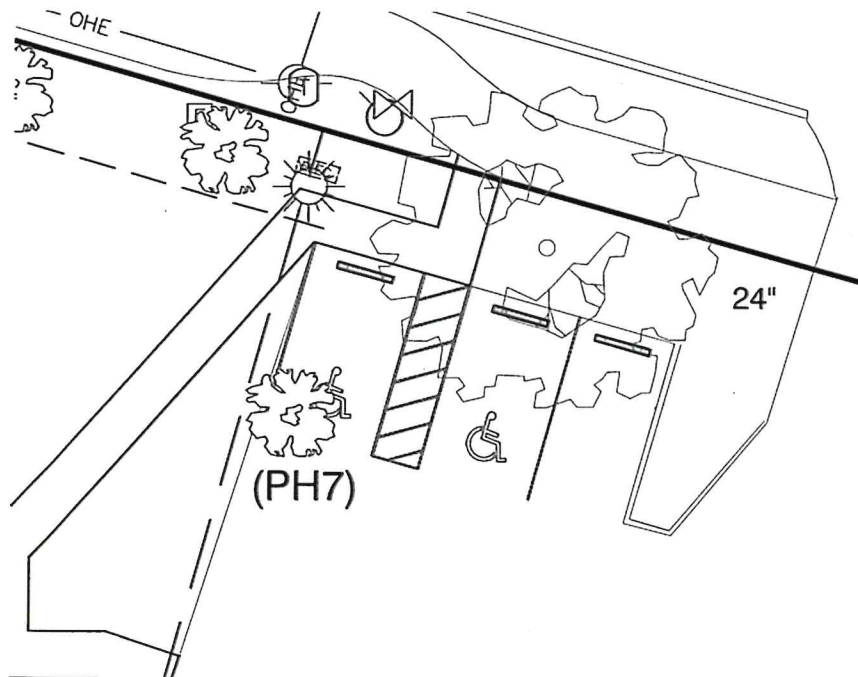
25 West Oak Ave | Panama City, FL 32401

RFB No. 25-02-REC – Annex Pickleball Court (Phase 1A-B) Project

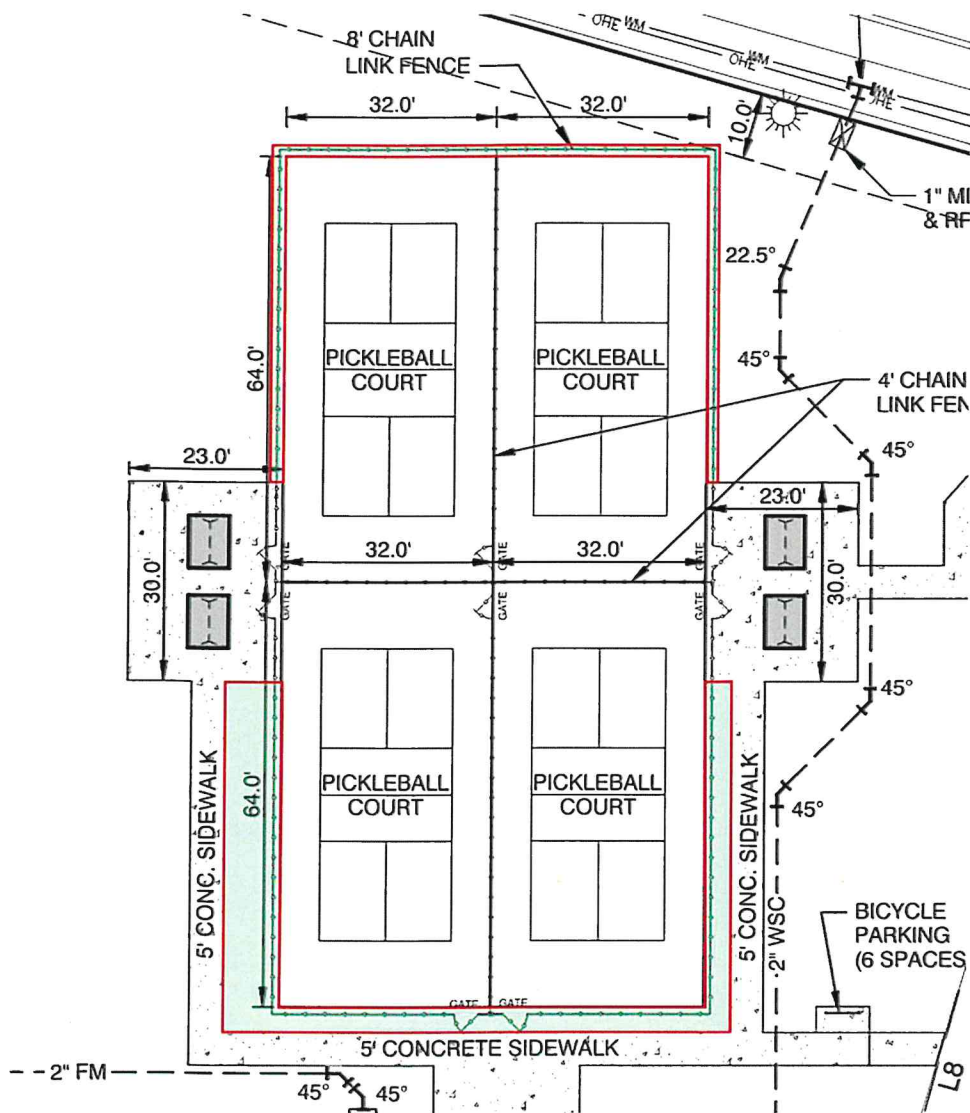
We're looking forward to potentially working with the City of Destin on the construction of the Annex Pickleball Court (Phase 1A-B) Project. We would like to clarify a few discrepancies in the bidding documents and provide further details on what is included in our proposal.

Bid Clarifications

1. Page 2 of the Bid Documents mentions "PH2 – Two (2) Shade Structures." We believe this refers to "PH1B" (2) dual-canopy, single-unit shade structures. Please see Attachment A for our proposed bench/shade structures.
2. Page 8, Section 3.1b calls for "Pavement Restriping." Our proposal includes restriping for three parking spaces at the Northeast corner of Phase 1. Two spaces will be striped for ADA compliance, including ADA parking signs. One space will be standard. Additionally, we are including three concrete bumper stops.



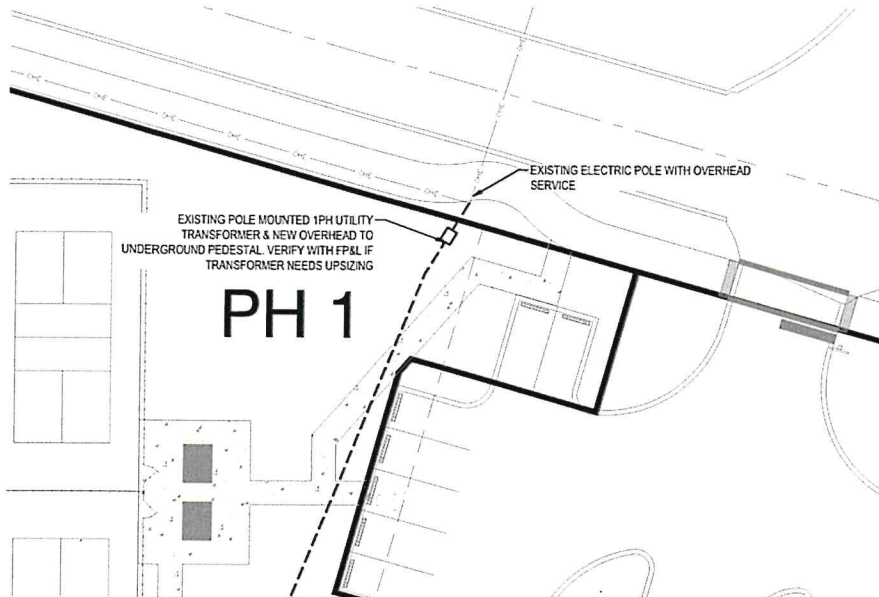
3. As per Addendum 1, the perimeter of the pickleball court will extend to the nearest concrete sidewalk or 6 inches beyond the fence line. Our quantities for Items 2.1, 2.2, and 2.3 have been revised to reflect this change.



2.1	SY	1036	2" Layer Type Sp 9.5 Asph. Conc
2.2	SY	1036	8" Graded Aggregate Base
2.3	SY	1036	12" Compacted Subbase

4. Sheet C08 depicts 1 ½" of Asphalt, while Item No. 2.1 calls for 2" of Asphalt. Our proposal includes 2" of Asphalt, which is the industry standard for municipal projects and recommended over 1.5".

5. BGN is not responsible for the cost of power connection from the utility provider. FP&L/City of Destin will provide the pedestal and transformer. Our proposal includes secondary service from the transformer to the Pre-Fab Bathroom.



6. Impact Fees and their associated costs are excluded from our bid.
7. Development Orders and their associated costs are excluded from our bid.

Sincerely,

Monty Oliva

BGN Contractors

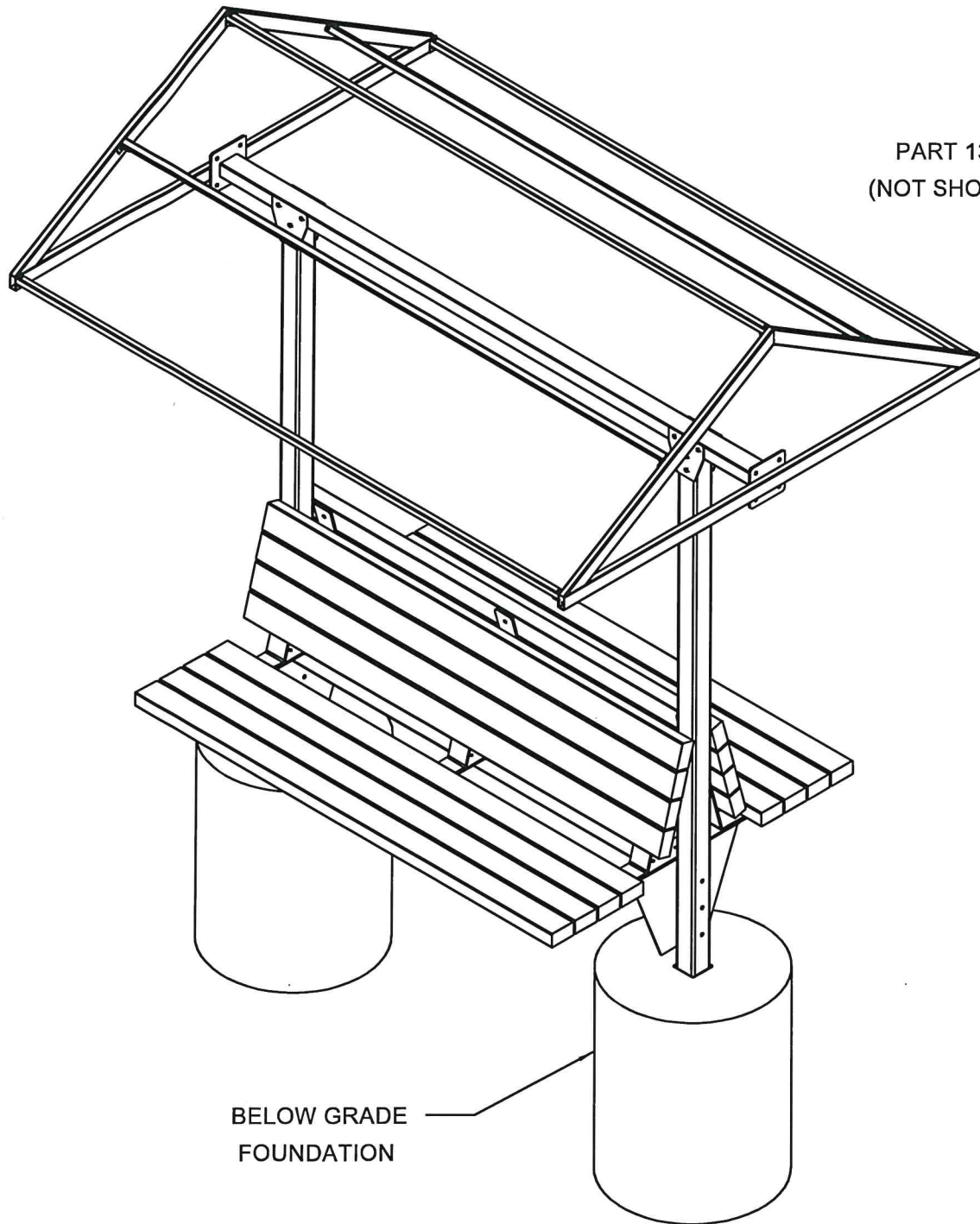
(C) 850-728-1254



A handwritten signature in black ink, appearing to read 'Monty Oliva'.

Cabana Two Sided Bench With Backrest 8'

- Direct Burial -



PART 13
(NOT SHOWN)

BELOW GRADE
FOUNDATION

ISOMETRIC VIEW

Attachment A

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS
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SUNTRENDS INC. IS
PROHIBITED

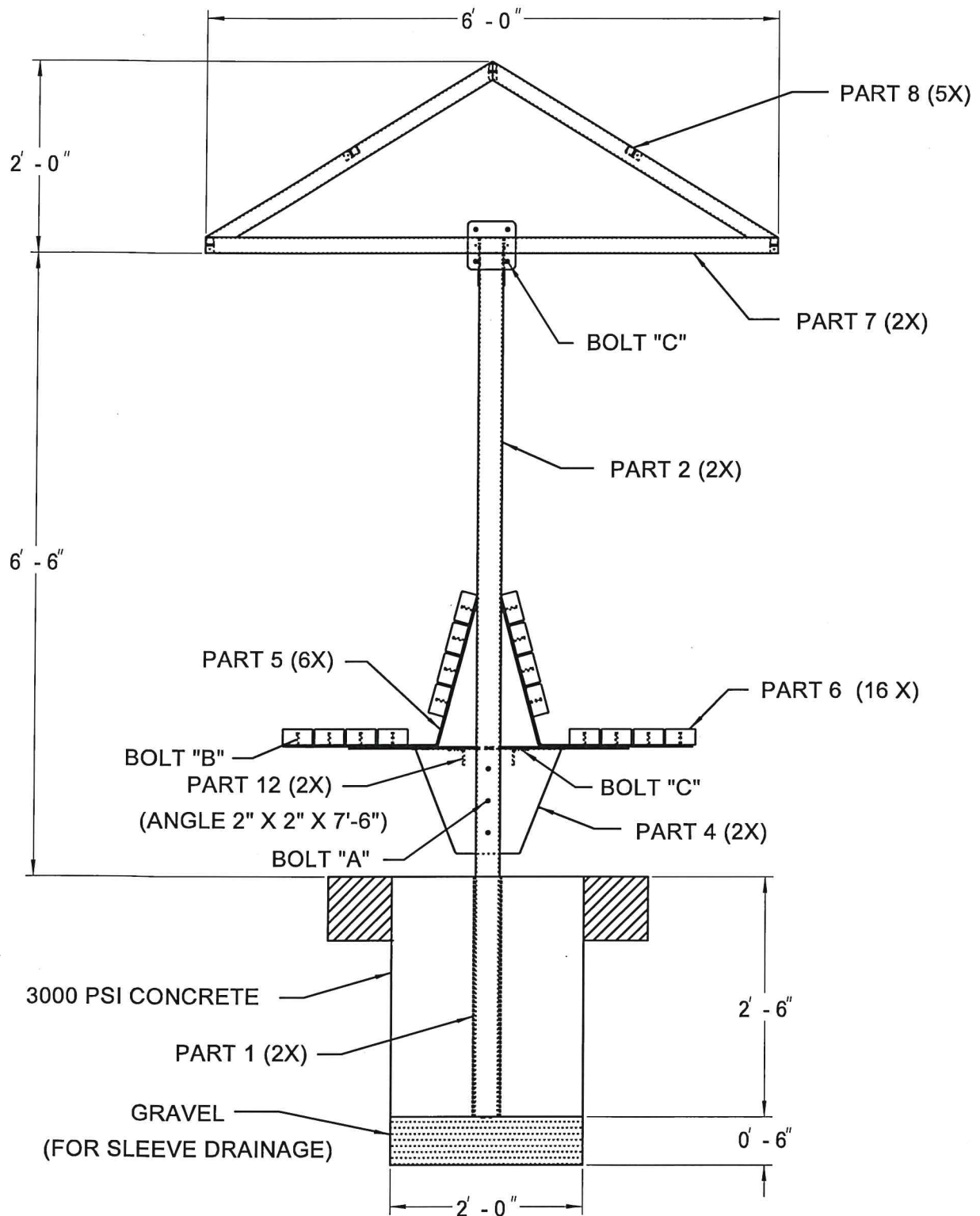
SunTrends, Inc

P.O. BOX 101057
DENVER, CO 80250
303-744-2647

SHEET 1 OF 5

Cabana Two Sided Bench With Backrest 8'

- Direct Burial -



SIDE VIEW

Attachment A

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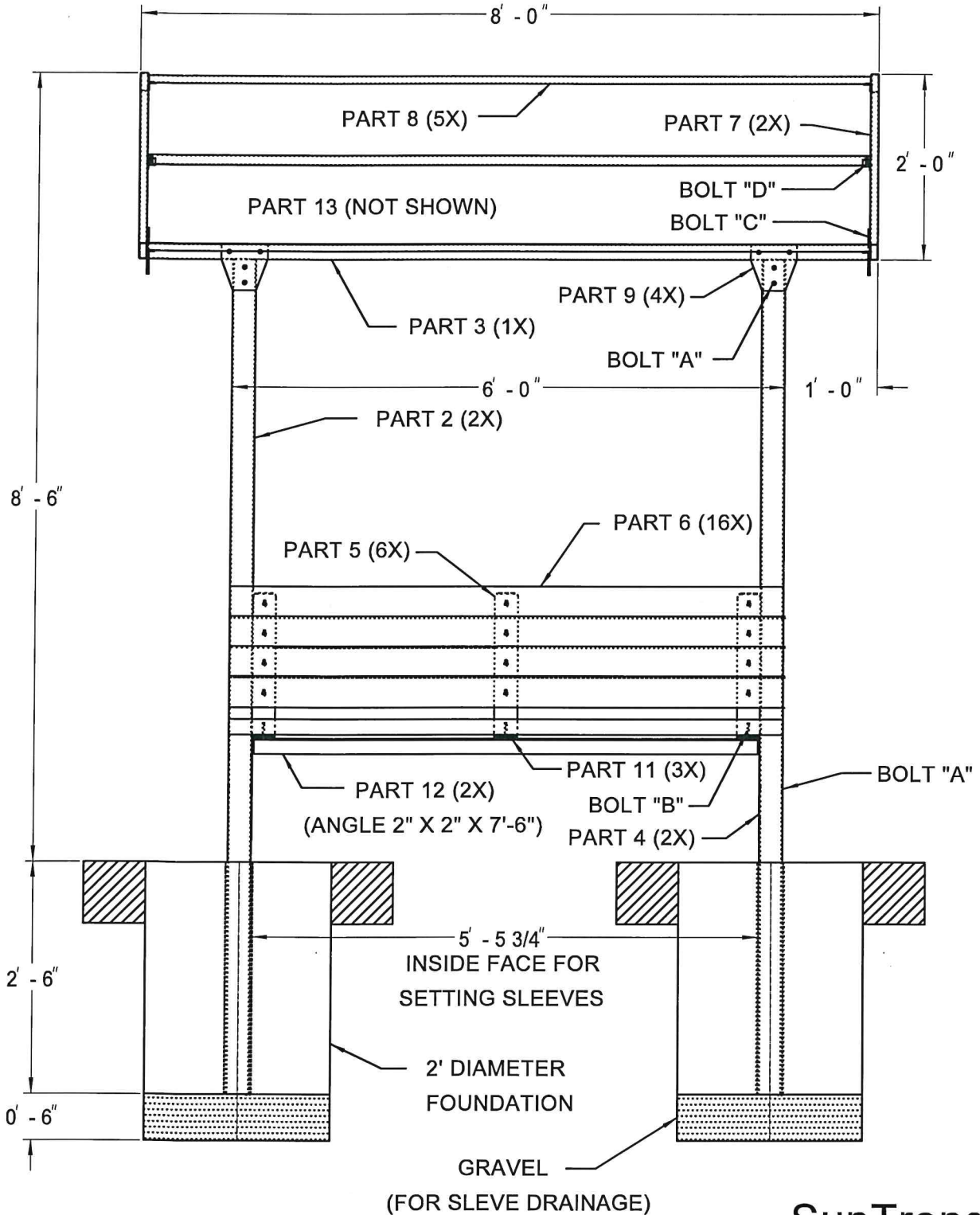
SunTrends, Inc

P.O. BOX 101057
DENVER, CO 80250
303-744-2647

SHEET 3 OF 5

Cabana Two Sided Bench With Backrest 8'

- Direct Burial -



FRONT VIEW

Attachment A

SunTrends, Inc

P.O. BOX 101057
DENVER, CO 80250
303-744-2647

SHEET 2 OF 5

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**MINUTES
SPECIAL BID COMMITTEE MEETING
APRIL 1, 2025**

1. CALL TO ORDER:

Bid Committee Chairman Jeffery Cozadd called the special meeting to order on Thursday, April 1, 2025, at 2:00 PM in the City of Destin Annex Chambers.

2. ROLL CALL:

Bid Committee Members Present:

Jeff Cozadd, Projects/Grants Mgr.
Lisa Firth, Parks & Rec. Director
Joe Bodi, PW Deputy PW Director
Michael Burgess, PW Director
Noell Bell, Building Official

Other Staff Members Present:

Kim Montgomery, Deputy City Clerk

3. APPROVAL OF MINUTES: December 19, 2024

Motion by Chairman Cozadd to approve the December 19, 2024, minutes as written, seconded by the Public Works Deputy Director Mr. Joe Bodi, the motion passed with a unanimous vote of 5-0.

4. NEW BUSINESS:

• RFB 25-02-REC, Annex Pickleball Project

Chairman Cozadd explained to the members that he would take any comments regarding the two bid submittals that were received on March 27, 2025 at 2:00 PM and then they would score each bid so that this could go forward to City Council at their April 7, 2025 meeting with a recommendation for an award of bid. The two bids that were received were BGN and Biggs Construction Company, Inc.

Mr. Burgess spoke about the past projects that both companies have constructed and how both were equally qualified to provide the job, both provided the necessary insurance requirements, and both have a General Contractors license. There was a brief discussion regarding the price differences in certain line items listed as well as possible cost savings measures if the decision is made to not have the outer fence installed and to use those savings for other needs in the project.

Chairman Cozadd asked for each bid committee member's scores which are as follows:

Mrs. Noell Bell

BGN: 20

Biggs: 19

Mr. Michael Burgess

BGN: 23

Biggs: 21

Mr. Joe Bodi

BGN: 20

Biggs: 19

Mrs. Lisa Firth

BGN: 22

Biggs: 20

Mr. Jeff Cozadd

BGN: 24

Biggs: 21

With the final results being:

BGN: 109

Biggs: 100

On a motion by Bid Committee member Mr. Joe Bodi, seconded by Bid Committee member Michael Burgess, the members voted with a unanimous vote of 5-0 to recommend City Council award RFB 25-02-REC, Pickleball Project to BGN.

5. OLD BUSINESS: None

6. PUBLIC COMMENTS: None

Adopted this _____ of _____ 2025.

Jeffery Cozadd, Chairman

Kim Montgomery, Deputy City Clerk



City of Destin

PROJECT: RFB 25-02-REC Pickleball Score Summary

SCORE TABULATION SUMMARY SHEET

	BGN	Biggs					
Michael Burges	23	21					
Joe Bodi	20	19					
Lisa Firth	22	20					
Jeff Cozadd	24	21					
Noel Bell	20	19					
Total Score (Max 100 Pts)	109	100	0	0	0	0	0

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 7, 2025
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

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

FROM: Steve O'Connor, Deputy Community Development Director

DATE: April 7, 2025

SUBJECT: Discussion Concerning Minor Development Order for Improvements to the Existing Captain Royal Melvin Park

I. BACKGROUND: City Staff is requesting direction and guidance for a Minor Development Order concerning Captain Royal Melvin Heritage Park. The subject project is located at 206 Harbor Boulevard (Parcel ID: 00-2S-22-0630-0000-07G1), also known as Captain Royal Melvin Park. The vision for this park came to fruition after years of planning and designing through the Harbor Community Redevelopment Agency Advisory Committee, City Council Workshops, and public involvement. In November 2019, the park design was approved and finalized, with construction being paid for by a federal grant (The Restore Act) through Okaloosa County. On July 18, 2023, the park held its grand opening ceremony.

II. DISCUSSION: Captain Royal Melvin Heritage Park is a premier park with lots of exposure to the public due to its location and use. As the City has developed through private development in the vicinity, City Staff has required the installation of code-compliant 10 sidewalks. However, when CRMP was originally designed and approved, it was not taken through any Development Order review with the City's Technical Review Committee, because this park was the product of a development coinciding with a federal grant with direct City Council approval.

The proposed update to the project before Council includes proposed upgrades to the park including removing the existing 5-foot-wide sidewalk along Harbor Blvd. and replacing it with a 10-foot-wide sidewalk, as is currently required by the Land Development Code (LDC). The attached plans propose to remove the existing driveway cut and relocate the bike rack. These proposed changes would be current Florida Department of Transportation (FDOT) safety upgrades that were not incorporated as part of the original construction plan for the park.

Additionally, parking is another site element with proposed changes. Currently, parking is

achieved by the off-site parking lot on Marler Street. However, per the LDC a park requires one onsite ADA-compliant parking space, if possible. Therefore, staff would like to have a conversation with the Council on how to proceed. Staff has identified three options on how to move forward below. Council, though, may propose others as they discuss or determine what is best.

- 1) Keep the current configuration (including the existing 5 foot sidewalk, existing access point (driveway), and offsite ADA parking).
- 2) Close the access point to the park from Harbor Blvd. and install an LDC compliant sidewalk, as per the attached plan.
- 3) Keep that access open, install an onsite ADA compliant parking space, and an LDC compliant sidewalk.
- 4) Keep that access open, install an onsite ADA compliant parking space, and make no change to the sidewalk.

This staff report provides information related to the proposed upgrades. However, a Development Order will detail the dimensional specifications provided for the entire park when developed. A development Order would capture the current development and design specifications on the entire property for any future development processes.

A. Link to Strategic Goals / Objectives:

- II. Enhanced quality of life and safety for families
- III. Economic development and revitalization
- IV. Effective, efficient, and aesthetically pleasing infrastructure
- V. A green and sustainable environment

B. Effect on Budget (EOB): The project has already been budgeted for by the City.

C. Level of Service (LOS): There will be minimal to no impact on the surrounding level of service.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Staff is requesting direction and guidance on the options provided concerning the development of Captain Royal Melvin Heritage Park. Regardless of the direction Staff will prepare a Minor Development Order for future approval based on the option chosen by City Council. .

On March 25, 2025, the Parks and Recreation Committee met at their regularly scheduled meeting and a motion was made by Vice-Chairman Bryan Otto that the Parks & Recreation Committee recommend that City Council approve the Captain Royal Melvin Park, a Minor Development Order, as presented in the attached staff report. Jessica Jullian provided the second and the motion passed unanimously 4-0. **The Parks & Recreation committee was not presented with the options presented to Council tonight.**

IV. RECOMMENDED MOTION: I move that the City Council approve Captain Royal Melvin Park as follows (**CHOOSE ONE OF THE FOLLOWING OPTIONS**)

- 1) Keep the current configuration (including the existing 5 foot sidewalk, existing access

point (driveway), and offsite ADA parking).

2) Close the access point to the park from Harbor Blvd. and install an LDC compliant sidewalk, as per the attached plan.

3) Keep that access open, install an onsite ADA compliant parking space, and an LDC compliant sidewalk.

4) Keep that access open, install an onsite ADA compliant parking space, and make no change to the sidewalk.

or

ALTERNATIVE MOTION:

I move that the City Council approve with conditions/approve with modifications/deny Captain Royal Melvin Park, a Minor Development Order, as presented.

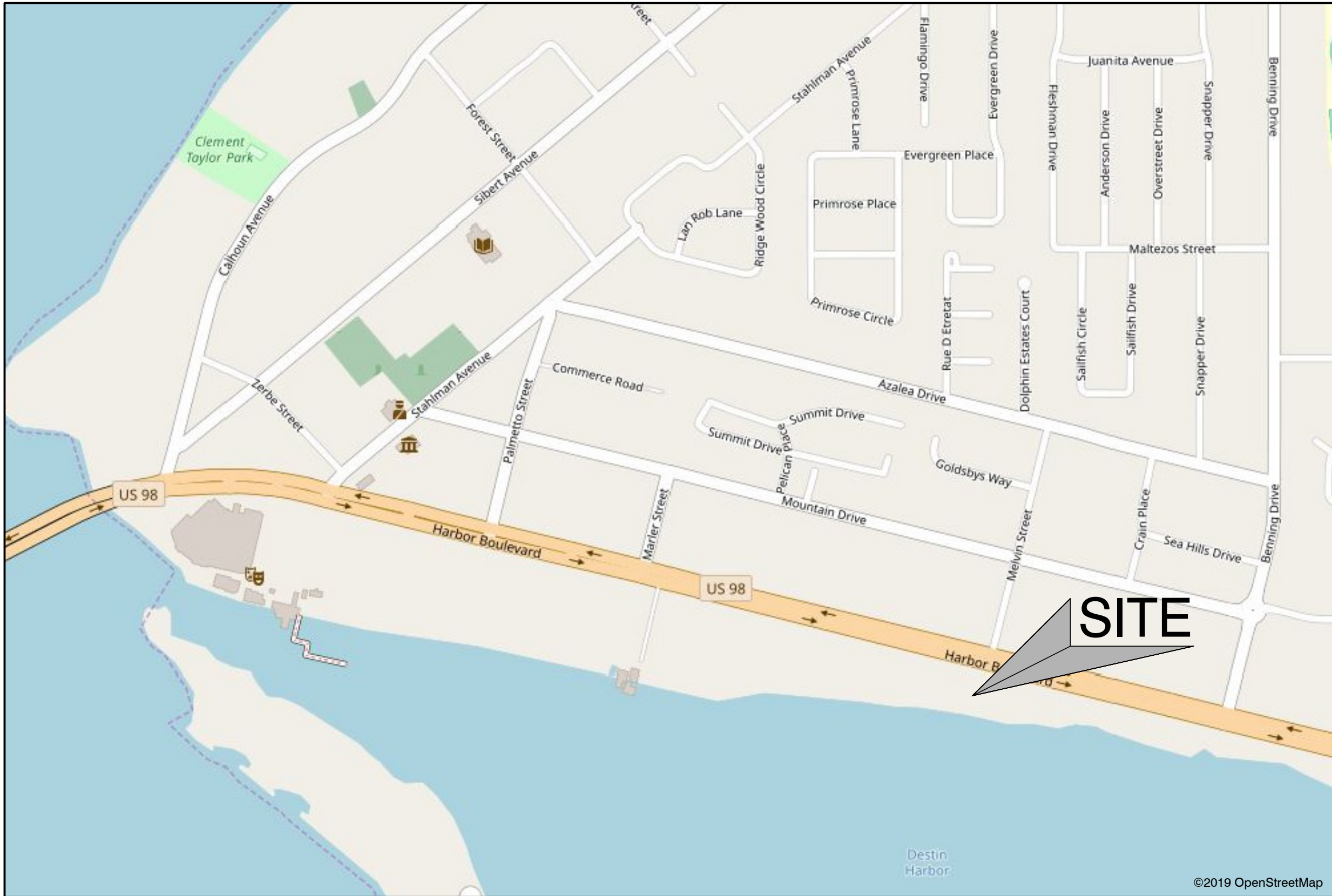
Attachments:

1. A. Captain Royal
Melvin Park Civil
Plans
2. B. Captian Royal
Melvin Park
Stormwater Master
Plan
3. C. Captain Royal
Melvin Park Boundary
Survey

ROYAL MELVIN PARK

CITY OF DESTIN, FLORIDA

FDOT SAFETY UPGRADE



VICINITY MAP
NOT TO SCALE

DUTY TO INDEMNIFY

THE CONTRACTOR SHALL DEFEND, INDEMNIFY, KEEP AND SAVE HARMLESS THE OWNER AND ENGINEER AND THEIR RESPECTIVE MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES, IN BOTH INDIVIDUAL AND OFFICIAL CAPACITIES, AGAINST ALL SUITS, CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, CAUSED BY, GROWING OUT OF, OR INCIDENTAL TO THE PERFORMANCE OF THE WORK UNDER THE CONTRACT BY THE CONTRACTOR OR ITS SUBCONTRACTORS TO THE FULL EXTENT AS ALLOWED BY THE LAWS OF THE STATE OF FLORIDA AND NOT BEYOND ANY EXTENT WHICH WOULD RENDER THESE PROVISIONS VOID OR UNENFORCEABLE. IN THE EVENT OF ANY SUCH INJURY (INCLUDING DEATH) OR LOSS OR DAMAGE, OR CLAIMS THEREFORE, THE CONTRACTOR SHALL GIVE PROMPT NOTICE TO THE OWNER.

LEGAL DESCRIPTION - AS PER DEED

THE WESTERLY 68 FEET OF LOT 7-G, MORENO POINT MILITARY RESERVATION SURVEY OF LOTS IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 23 WEST, CITY OF DESTIN, AS RECORDED IN DEED BOOK 25, PAGE 573, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT AN IRON PIN (#3724) ON THE SOUTHERLY RIGHT-OF- WAY OF U.S. HIGHWAY 98 (100' R/W), MARKING THE NORTHWESTERLY CORNER OF SAID LOT 7-G; THENCE SOUTH 80 DEGREES 33' 40" EAST (REFERENCE BEARING) ALONG SAID RIGHT- OF-WAY, A DISTANCE OF 67.93 FEET TO AN IRON PIN (#0340); THENCE DEPARTING SAID RIGHT-OF-WAY, SOUTH 09 DEGREES 20' 42" WEST, 448.16 FEET TO AN IRON PIN (NO#); THENCE CONTINUE SOUTH 09 DEGREES 20' 42" WEST, 45.12 FEET TO A POINT ON THE SOUTHERNMOST EDGE OF A WOOD BOARDWALK ALONG DESTIN HARBOR; THENCE NORTH 81 DEGREES 32' 49" WEST ALONG SAID BOARDWALK, 68.00 FEET; THENCE DEPARTING SAID DESTIN HARBOR, NORTH 09 DEGREES 21' 02" EAST, 15.58 FEET TO AN IRON PIN (#0340); THENCE CONTINUE NORTH 09 DEGREES 21' 02" EAST, A DISTANCE OF 478.86 FEET TO THE POINT OF BEGINNING.

UTILITY PROVIDERS

(WATER/SEWER) DESTIN WATER USERS, INC. 14 INDUSTRIAL PARK LANE DESTIN, FL 32541 (850) 837-6146	(TELEPHONE) CENTURYLINK 411 MARY ESTHER CUTOFF #411B FT. WALTON BEACH, FL 32548 (850) 244-1150	(ELECTRIC) GULF POWER ONE ENERGY PLACE PENSACOLA, FL 32520 (800) 225-5797	(GAS) OKALOOSA GAS DISTRICT 367 VALPARAISO BOULEVARD VALPARAISO, FL 32580 (850) 729-4700	(CABLE) COX COMMUNICATIONS 99 EGLIN PKWY NE, SUITES 21 & 22 FORT WALTON BEACH, FL 32548 (850) 226-6872
--	--	---	--	--

CLIENT INFORMATION

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
DESTIN, FLORIDA 32541

CONTRACTOR NOTE

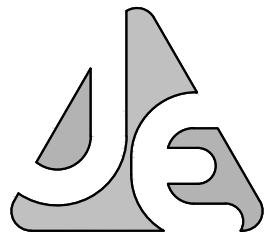
CONTRACTOR TO PROVIDE M.O.T. TO F.D.O.T.

NOTE

USE LATEST CITY OF DESTIN, AND/OR
F.D.O.T. TECHNICAL SPECIFICATIONS AND
DETAILS UNLESS OTHERWISE NOTED.

SHEET INDEX

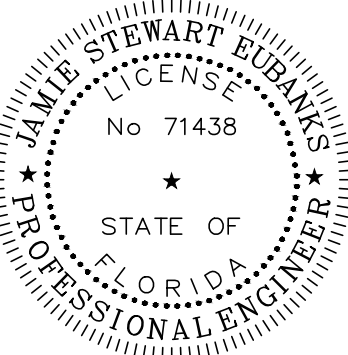
SHEET NO.		SHEET TITLE
C01	COVER SHEET	
C02	EXISTING CONDITIONS & DEMOLITION	
C03	SITE PLAN	
C04	EX. UTILITY PLAN	
C05	EX. GRADING PLAN	
C06	SPECIFICATION SHEET I	



JENKINS ENGINEERING, INC.

79 EGLIN PKWY, STE. 201
FORT WALTON BEACH, FL 32548
PHONE 850.837.2448
FAX 850.837.2450

JECIVIL.COM
C.O.A. NO. 9927



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

REV	DATE	DESCRIPTION
1	2.11.2020	COMMENTS FROM FDOT ACCESS REVIEW
2	03/06/2020	REVISIONS PER CITY OF DESTIN REVIEW
3	04/15/2020	REVISIONS PER CITY OF DESTIN REVIEW
4	04/17/2020	REVISION TO ACCESS POINT AND REISSUED FOR CITY USE
5	1/13/2025	REVISION AT ROW CONNECTION FOR FDOT SAFETY UPGRADE PER CITY USE

CITY OF DESTIN
ROYAL MELVIN PARK
CITY OF DESTIN, FLORIDA
COVER SHEET

JOB: 19-03
DATE: 03/27/19
DESIGNED: JSE/JAW
DRAWN: JAW/CEJ

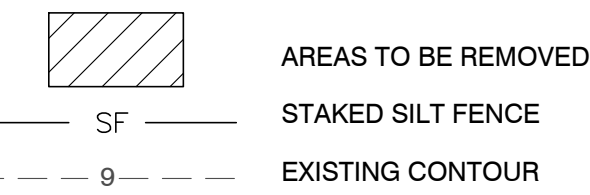
BAR IS ONE INCH ON ORIGINAL
0 1"
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
01 OF 06

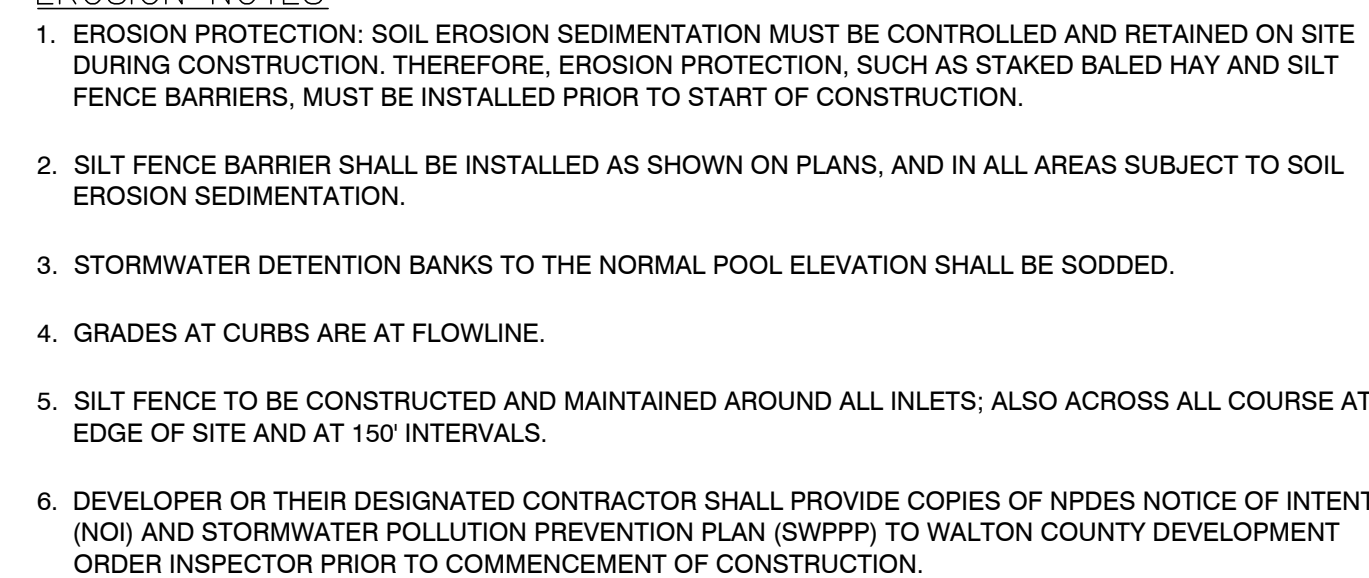
SHEET NUMBER
C01

- CITY OF DESTIN DUST CONTROL REQUIREMENTS
1. GRADING OPERATIONS WILL NOT BE CONDUCTED WHEN WINDS EXCEED 30 MILES PER HOUR.
2. WATER WILL BE APPLIED WITH HOSE OR WATER TRUCK, AS NECESSARY, DURING EXCAVATION ACTIVITIES.
3. CONTRACTOR SHALL ENSURE THAT ANY OPEN-BODIED TRUCKS, TRAILERS OR OTHER VEHICLES TRANSPORTING PARTICULATE MATTER SHALL BE COVERED OR WETTED TO MINIMIZE DUST GENERATION DURING TRANSPORT.
4. STOCKPILED MATERIAL SHALL BE COVERED OR WETTED, AS REQUIRED, TO MINIMIZE DUST GENERATION DURING HIGH WIND CONDITIONS.
5. CONTRACTOR SHALL MINIMIZE THE HEIGHTS INVOLVED IN TRANSFER PROCESSES INVOLVING FREE FALL OF SOIL OR OTHER PARTICULATE MATTER TO MINIMIZE DUST EMISSIONS.
6. WATER WILL BE APPLIED BY HOSE OR WATER TRUCK, AS NECESSARY, TO UNPAVED SURFACES, INCLUDING DRIVEWAYS, ALLEYS, OR ANY OTHER SURFACE THAT COULD CREATE AIRBORNE DUST.
7. GROUND COVER WILL BE PLACED FOR ALL OPEN AREAS IMMEDIATELY AFTER CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED.
8. DESIGNATED ROUTES WITHIN THE JOB SITE THAT WILL BE USED BY VEHICLES TRANSPORTING SOIL OR OTHER MATERIALS TO AND FROM THE SITE SHALL BE CLEARLY INDICATED.
9. CONTRACTOR SHALL PROVIDE BRUSHES, BROOMS, WATER, OR PRESSURE WASHERS, AS REQUIRED, TO REMOVE SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER FROM VEHICLE TIRES AND UNDERCARRIAGES PRIOR TO LEAVING THE SITE IN ORDER TO PREVENT THE TRACKING OUT OF SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER ONTO THE ADJACENT RIGHT-OF-WAYS.
10. MAXIMUM SPEED OF CONSTRUCTION EQUIPMENT OR MATERIAL DELIVERIES SHALL BE 20 MILES PER HOUR.
11. ANY SOIL, SAND AND OTHER MATERIAL DEPOSITED OR EMITTED ONTO ANY RIGHT-OF-WAYS NEAR THE SITE SHALL BE REMOVED WITHIN 48 HOURS.
12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ANY DUST CONTROL SYSTEMS AND/OR DEVICES, INCLUDING BUT NOT LIMITED TO WATER APPLICATION SYSTEMS, FILTER REPLACEMENT, OR DAILY REMOVAL OF EXCESS DUST FROM CONTAINMENT AREAS ARE IN PROPER WORKING CONDITIONS PER MANUFACTURER'S REQUIREMENTS OR STANDARD INDUSTRY PRACTICE.
13. MONITORING OF DUST EMISSIONS SHALL BE DONE TO ENSURE COMPLIANCE WITH RELEVANT REGULATORY REQUIREMENTS.
14. 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 JOB SITE AT ALL TIMES.

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



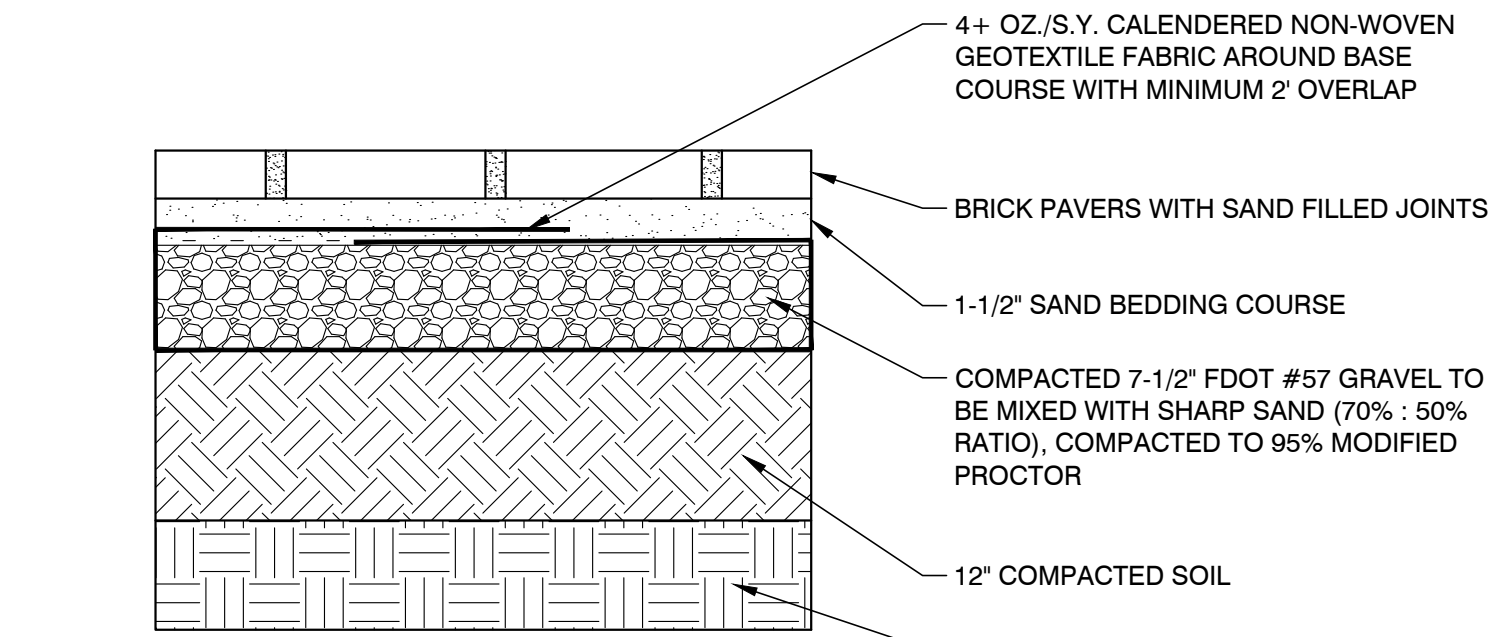
CONTRACTOR SHALL BE REQUIRED TO COMPLY WITH CONSTRUCTION SCREENING ORDINANCE SECTION 6-51 OF DESTIN CODE OF ORDINANCES. SCREENING MATERIAL SHALL BE AN OPAQUE MATERIAL CAPABLE OF ALLOWING AIR TO PASS BUT SEMI-PERVIOUS TO DUST AND DIRT. NO MATERIAL OVER 1/8 INCH SHALL PASS THROUGH THE DESTIN SCREENING SHALL BE SECURELY FIXED TO THE CONSTRUCTION FENCE. FENCE SCREENING SHALL HAVE A MINIMUM HEIGHT OF 5 FEET AND MAXIMUM HEIGHT OF 8 FEET. MATERIAL SHALL BE MAINTAINED IN GOOD CONDITIONS AND TAUT THROUGHOUT THE ALLOTTED PERMIT TIME. SCREENING MUST BE KEPT SECURE FROM ANY WIND ACTION. IN CASES WHERE FINISHED GRADE OF THE SITE IS HIGHER THAN THE EXISTING GRADE OR MORE THAN ONE GRADE OF THE ADJOINING PROPERTIES, FENCE SHALL BE PLACED AT THE FINISHED GRADE AND NOT EXISTING GRADE. REFER TO ORDINANCE FOR SPECIFIC LANGUAGE.



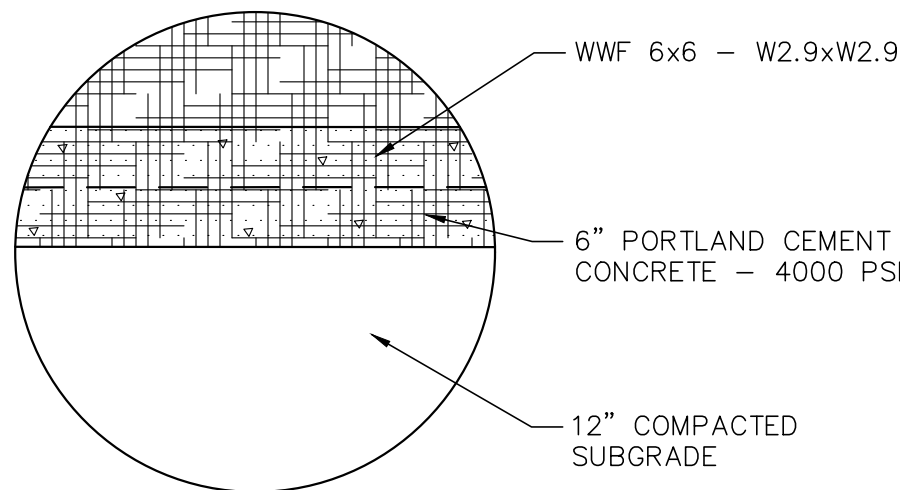
File: C:\Users\CEJ\J\19-03 Royal Melvin Park - Documents\Drawings\19-03 Design - Revised FDOT.dwg - Last Saved: 1/16/2025 9:00 AM by CEJ

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

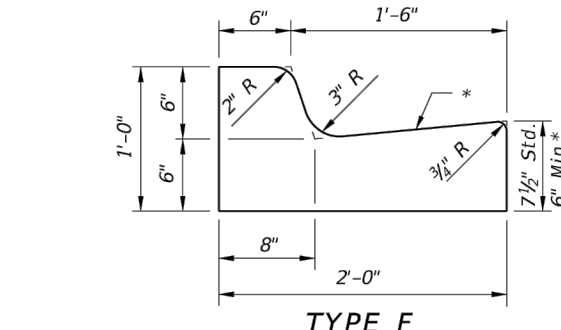
SHEET NUMBER
C02



BRICK PAVER DETAIL
N.T.S.



6" CONCRETE PAVEMENT DETAIL
N.T.S.



REFER TO FDOT DESIGN STANDARDS FY 2024-25
INDEX 520-001 FOR CONSTRUCTION DETAILS

CONCRETE CURB & GUTTER
N.T.S.

FDOT GOVERNING DOCUMENTS NOTE:

"ALL WORK IN THE RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE CURRENT EDITION OF THE FDOT STANDARD PLANS FOR ROADWAY CONSTRUCTION, FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, FLORIDA DESIGN MANUAL, FLORIDA GREENBOOK, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)."

HURRICANE NOTE:

"ALL LANES MUST BE OPENED TO TRAFFIC WITHIN 12 HOURS AFTER RECEIVING NOTIFICATION OF A HURRICANE EVACUATION OR ANY OTHER CATASTROPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT AS DIRECTED BY THE PERMIT'S MANAGER."

PRE-WORK MEETING NOTE:

"ENGINEER SHALL SCHEDULE AND HAVE AN ON-SITE PRE-WORK MEETING WITH REPRESENTATIVES FROM THE ENGINEERING FIRM, FDOT, QUALITY CONTROL TESTING LABORATORY, PRIME CONTRACTOR, AND ANY OTHER INTERESTED PARTY PRESENT."

PRE-PAVING MEETING NOTE:

"PAVING CONTRACTOR SHALL SCHEDULE A PRE-PAVING MEETING WITH FDOT, PROPOSED ASPHALT MIX DESIGNS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO OR AT THE PRE-PAVING MEETING."

QC PLAN NOTE:

"CONTRACTOR MUST SUBMIT A QUALITY CONTROL PLAN FOR FDOT REVIEW AND APPROVAL BEFORE OR AT THE REQUIRED PRE-WORK MEETING. QUALITY CONTROL TESTING SHALL BE PERFORMED BY FDOT CERTIFIED TECHNICIANS AND TESTING LABORATORY. ALL TEST RESULTS SHALL BE PROVIDED TO FDOT AS SOON AS PRACTICAL."

SOD NOTE:

"SOD AREAS WITHIN 32' OF EDGE OF PAVEMENT & SLOPES GREATER THAN 1:3. OTHER DISTURBED AREAS MAY BE REPAIRED BY SEEDING OR HYDRO-SEEDING. SEE FDOT STANDARD PLANS INDEX 570-010 AND SECTION 570 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION."

STRIPING NOTE:

"ALL STRIPING WITHIN FDOT RIGHT OF WAY SHALL BE THERMOPLASTIC AND ADHERE TO FDOT STANDARD PLANS INDEX 711-001 AND SECTION 711 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION". STANDARD SPEC 711-4.1 STATES: "WAIT AT LEAST 14 DAYS AFTER CONSTRUCTING THE FINAL ASPHALT SURFACE COURSE TO PLACE THERMOPLASTIC PAVEMENT MARKINGS. INSTALLATION OF THERMOPLASTIC ON CONCRETE REQUIRES A CLEAN, DRY SURFACE. FOLLOW THE MANUFACTURER'S RECOMMENDATIONS FOR SURFACE PREPARATION FOR THERMOPLASTIC ON CONCRETE. PROVIDE TEMPORARY PAVEMENT MARKINGS DURING THE INTERIM PERIOD PRIOR TO OPENING THE ROAD TO

APPLY OR RECAP STANDARD THERMOPLASTIC PAVEMENT MARKINGS FOR LONGITUDINAL LINES TO ATTAIN A MINIMUM THICKNESS OF 0.10 INCH OR 100 MILS AND A MAXIMUM THICKNESS 0.15 INCH OR 150 MILS WHEN MEASURED ABOVE THE PAVEMENT SURFACE. MARKINGS OTHER THAN LONGITUDINAL LINES, WHEREVER LOCATED, WILL HAVE A THICKNESS OF 0.09 INCH OR 90 MILS TO 0.12 INCH OR 120 MILS WHEN MEASURED ABOVE THE PAVEMENT SURFACE."

LANE AND SHOULDER CLOSURES:

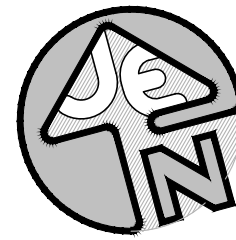
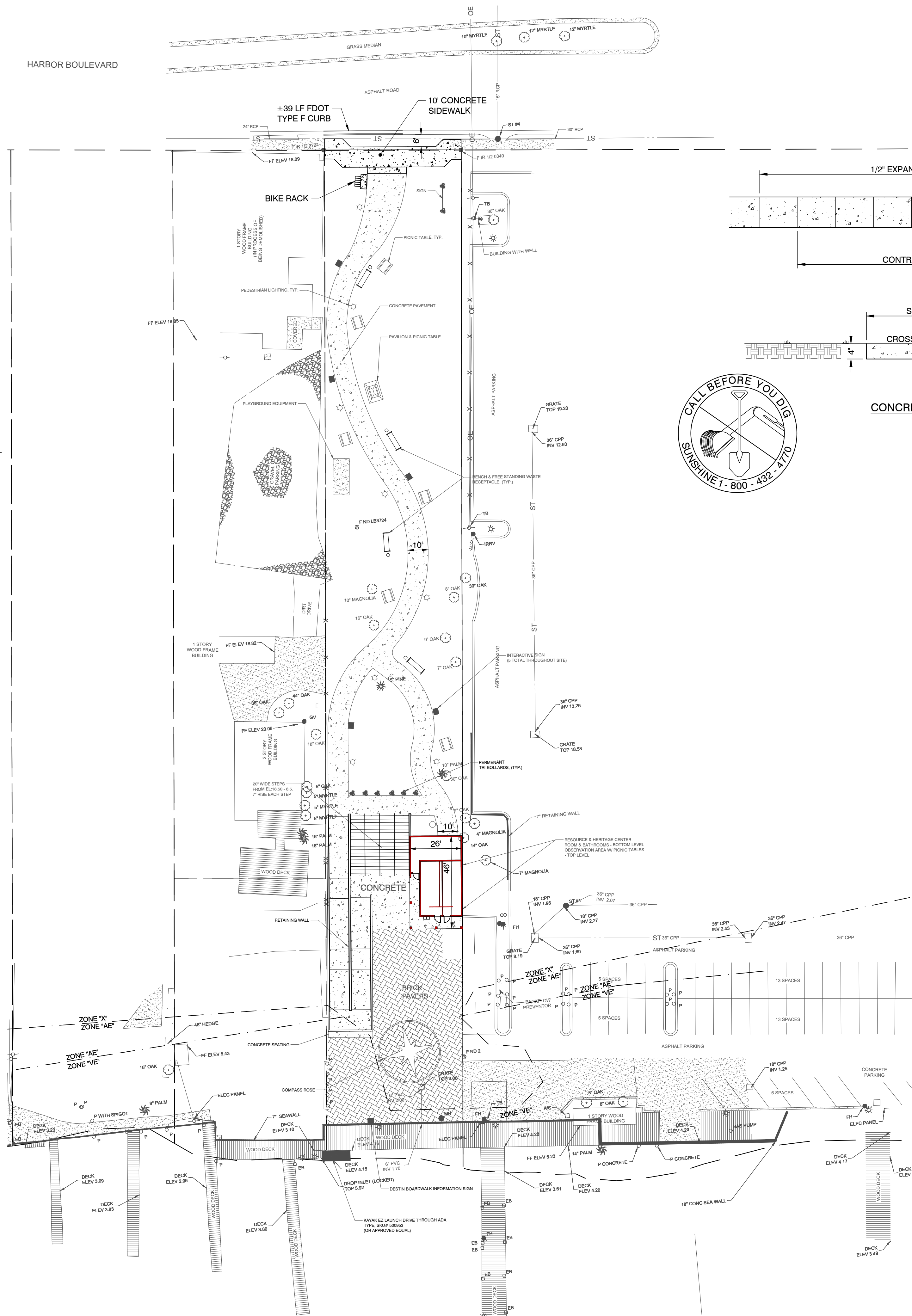
"ALL LANE AND SHOULDER CLOSURES MUST BE REQUESTED IN WRITING AND APPROVED A MINIMUM OF 48 HOURS PRIOR TO WORK STARTING. ALLOW UP TO 2 WEEKS FOR LANE CLOSURE APPROVAL PROCESS." CONTACT LOCAL PERMIT'S OFFICE FOR MORE DETAILS AT 850-836-5790 OR 850-836-5742."

DITCH FLOWLINE:

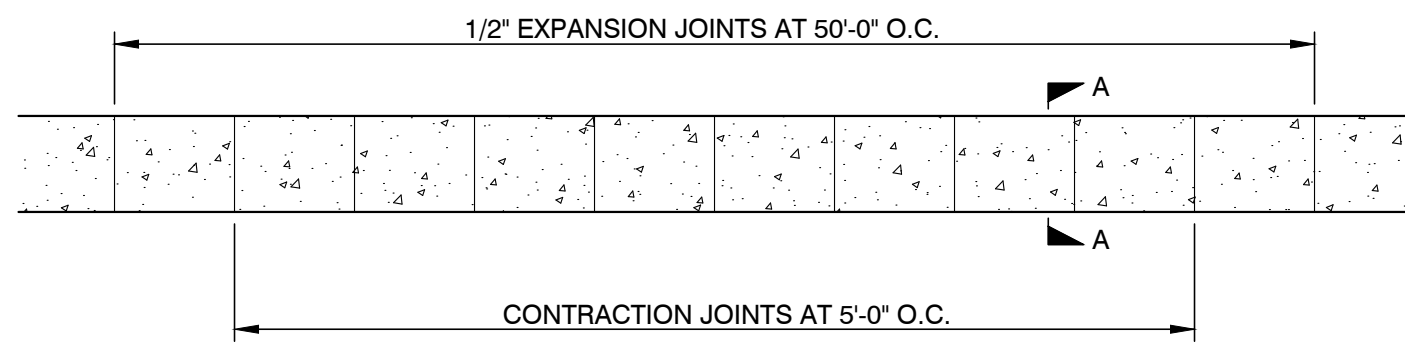
"IT IS THE CONTRACTOR'S RESPONSIBILITY TO PLACE SIDE DRAIN PIPES AT PROPER ELEVATIONS TO MATCH THE FLOWLINE OF THE DRAINAGE DITCH (NOT SEDIMENT BUILD-UP) TO ENSURE POSITIVE STORMWATER FLOW."

REFER TO THE FOLLOWING LATEST F.D.O.T. STANDARD INDEX DRAWINGS FOR ADDITIONAL DETAILS:

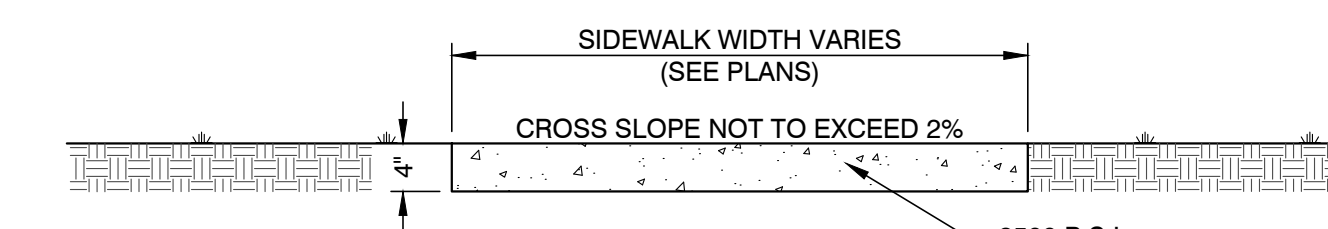
INDEX NO.	DETAILS
102-601	TWO-LANE AND MULTILANE ROADWAY, WORK BEYOND THE SHOULDER
102-602	TWO-LANE AND MULTILANE, WORK ON SHOULDER
102-660	SIDEWALK CLOSURE
520-001	CURB AND GUTTER



0 15' 30' 60' 90'
HORIZONTAL SCALE: 1" = 30'



PLAN



SECTION A-A

CONCRETE SIDEWALK DETAIL
N.T.S.



LEGEND

- CONCRETE PAVEMENT
- ASPHALT PAVEMENT
- PROPERTY LINE
- PROPOSED LIGHTING
- TRI-BOLLARDS

SITE DATA TABLE

PARCEL ID: 00-25-22-0630-0000-07G1

ZONING: "X", "AE", "VE"

GROSS FLOOR AREA: 936 SF

TOTAL SITE AREA: 33,686 SF OR 0.77 AC.

IMPERVIOUS AREA PROPOSED: 17,017 SF OR 51%

OPEN SPACE / LANDSCAPE AREA PROVIDED: 16,669 SF OR 49%

AVERAGE GRADE METHOD:

HIGHEST GRADE: 20

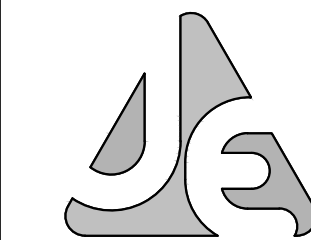
LOWEST GRADE: 3.08

AVERAGE GRADE: 11.54

BUILDING HEIGHT: 18.6' - 11.54' = 6.46'

NOTES

- FINAL LOCATIONS OF PICNIC TABLES, BENCHES, AND OTHER PEDESTRIAN AMENITIES SHALL BE PER CITY OF DESTIN STAFF DETERMINATION.
- REFER TO ARCHITECTURAL PLANS FOR BUILDING, STAIRS, ADA RAMP, AND OTHER SUCH IMPROVEMENTS.
- THERE IS NO OUTDOOR MECHANICAL EQUIPMENT USED FOR PROJECT.
- SITE LIGHTING TO BE COORDINATED WITH F.D.O.T. AFTER PROJECT IS COMPLETED.

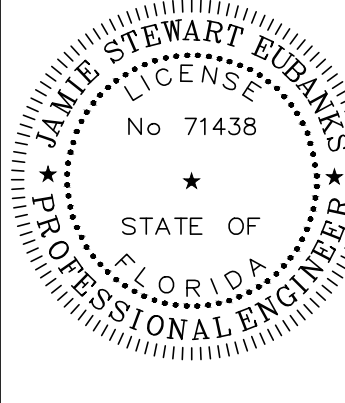


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C.O.A. NO. 9927



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

REV	DATE	DESCRIPTION
1	2.11.2020	COMMENTS FROM FDOT ACCESS REVIEW
2	03/06/2020	REVISIONS PER CITY OF DESTIN REVIEW
3	04/15/2020	REVISIONS PER CITY OF DESTIN REVIEW
4	04/17/2020	REVISION TO ACCESS POINT AND REISSUED FOR CITY USE
5	1/13/2025	REVISION AT ROW CONNECTION FOR FDOT SAFETY UPGRADE PER CITY USE

CITY OF DESTIN

ROYAL MELVIN PARK
CITY OF DESTIN, FLORIDA

SITE PLAN

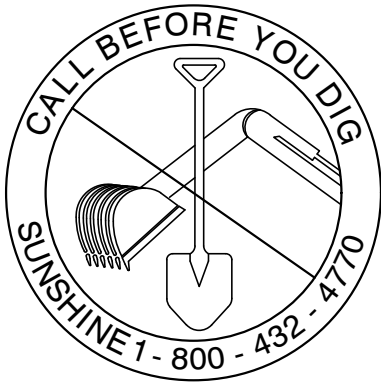
JOB: 19-03
DATE: 03/27/19
DESIGNED: JSE/JAW
DRAWN: JAW/CEJ

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

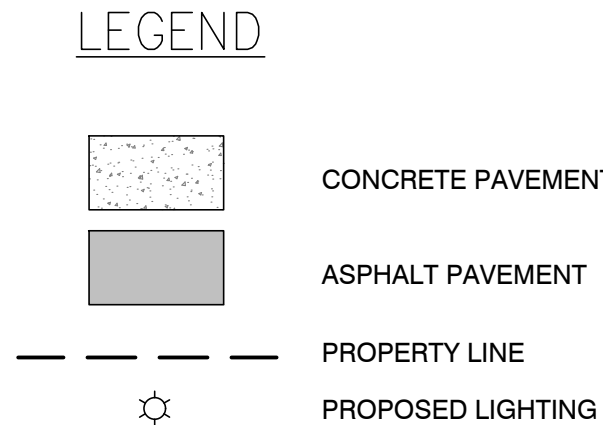
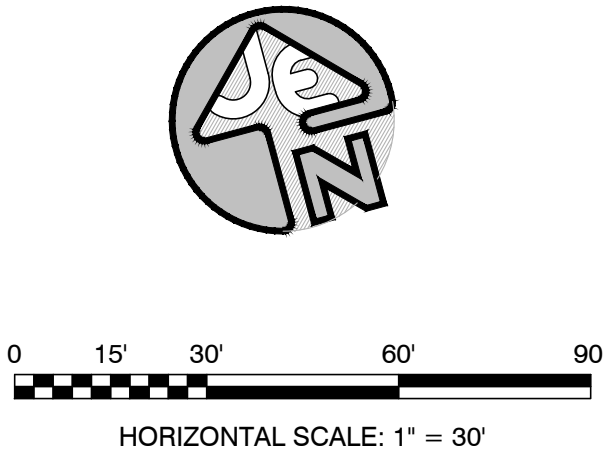
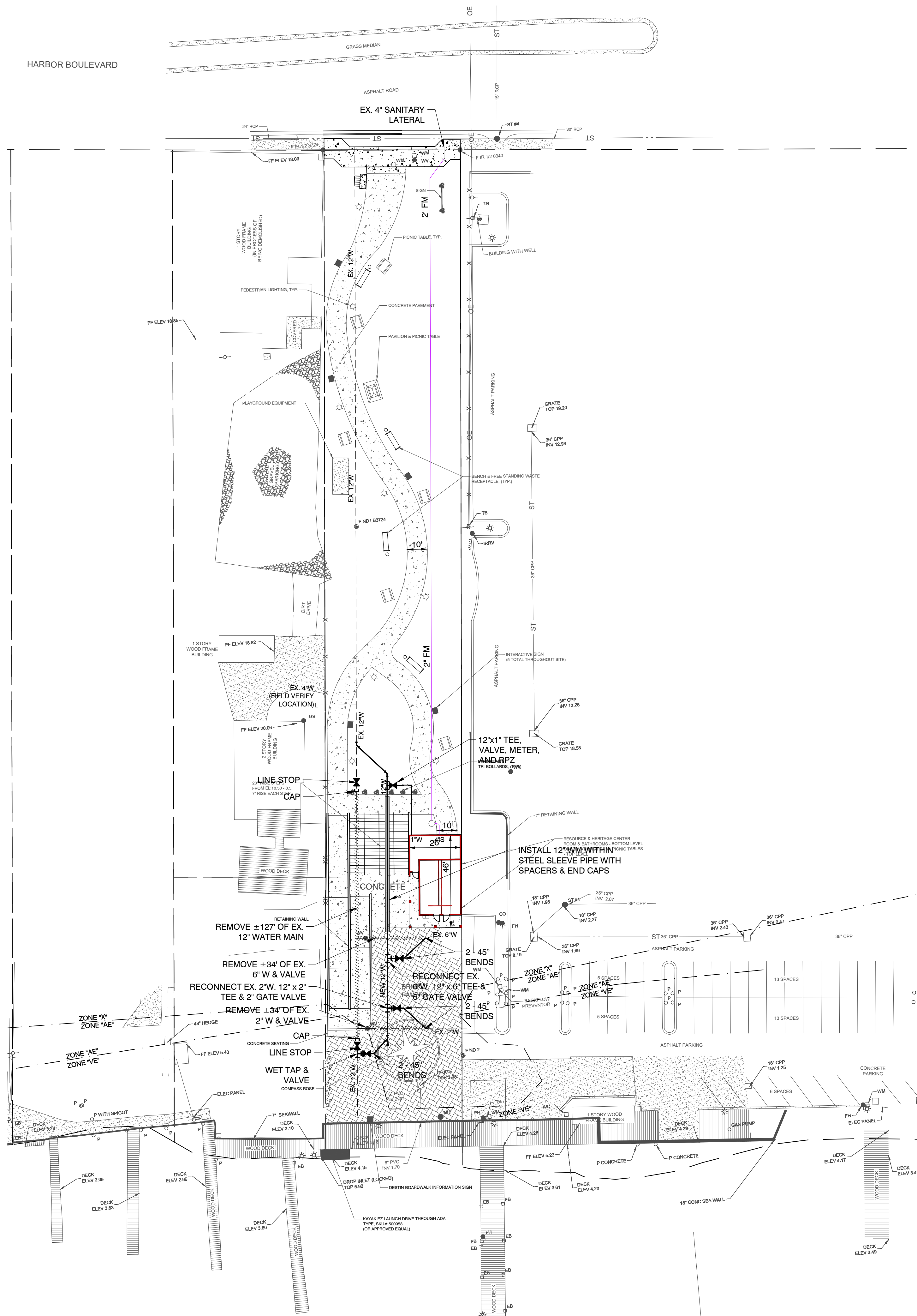
DRAWING NUMBER
3 OF 06

SHEET NUMBER
C03

File: C:\Users\CEJ\19-03 Royal Melvin Park - Documents\Drawings\19-03 Design - Revised\FDOT.dwg - Last Saved: 1/18/2025 9:09 AM by CEJ



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- NOTES
- CONTRACTOR AND PUMP STATION PROVIDER SHALL ENSURE PROPER ANTI-FLOTATION IS PROVIDED FOR PUMP STATION.
 - NEW 12" WATER MAIN MUST BE INSTALLED PRIOR TO OLD WATER MAIN BEING ABANDONED AND NEW/RELOCATED SERVICES CONNECTED.
 - CONTRACTOR SHALL PLACE RESTRAINED JOINT CONNECTION ONE JOINT PAST TIE-IN FOR EXISTING 12" WATER MAIN LINE STOP INSTALL.

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

REV	DATE	DESCRIPTION
1	2.11.2020	COMMENTS FROM FDOT ACCESS REVIEW
2	03/06/2020	REVISIONS PER CITY OF DESTIN REVIEW
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5	1/13/2025	REVISION AT ROW CONNECTION FOR FOOT SAFETY UPGRADE PER CITY USE

BY	DATE	DESCRIPTION
CEJ		
JAW		
JAW		
CEJ		

CITY OF DESTIN

ROYAL MELVIN PARK
CITY OF DESTIN, FLORIDA

EX. UTILITY PLAN

JOB: 19-03
DATE: 03/27/19
DESIGNED: JSE/JAW
DRAWN: JAW/CEJ

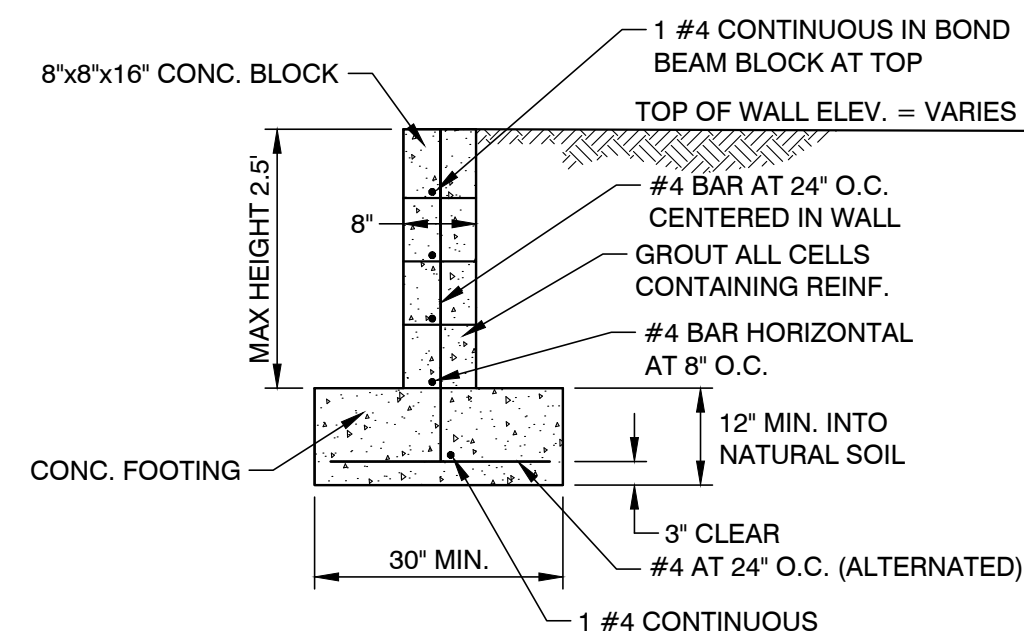
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DRAWING NUMBER
4 OF 06

SHEET NUMBER
C04

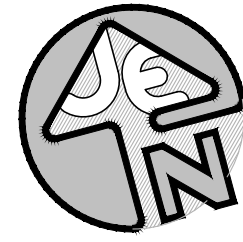
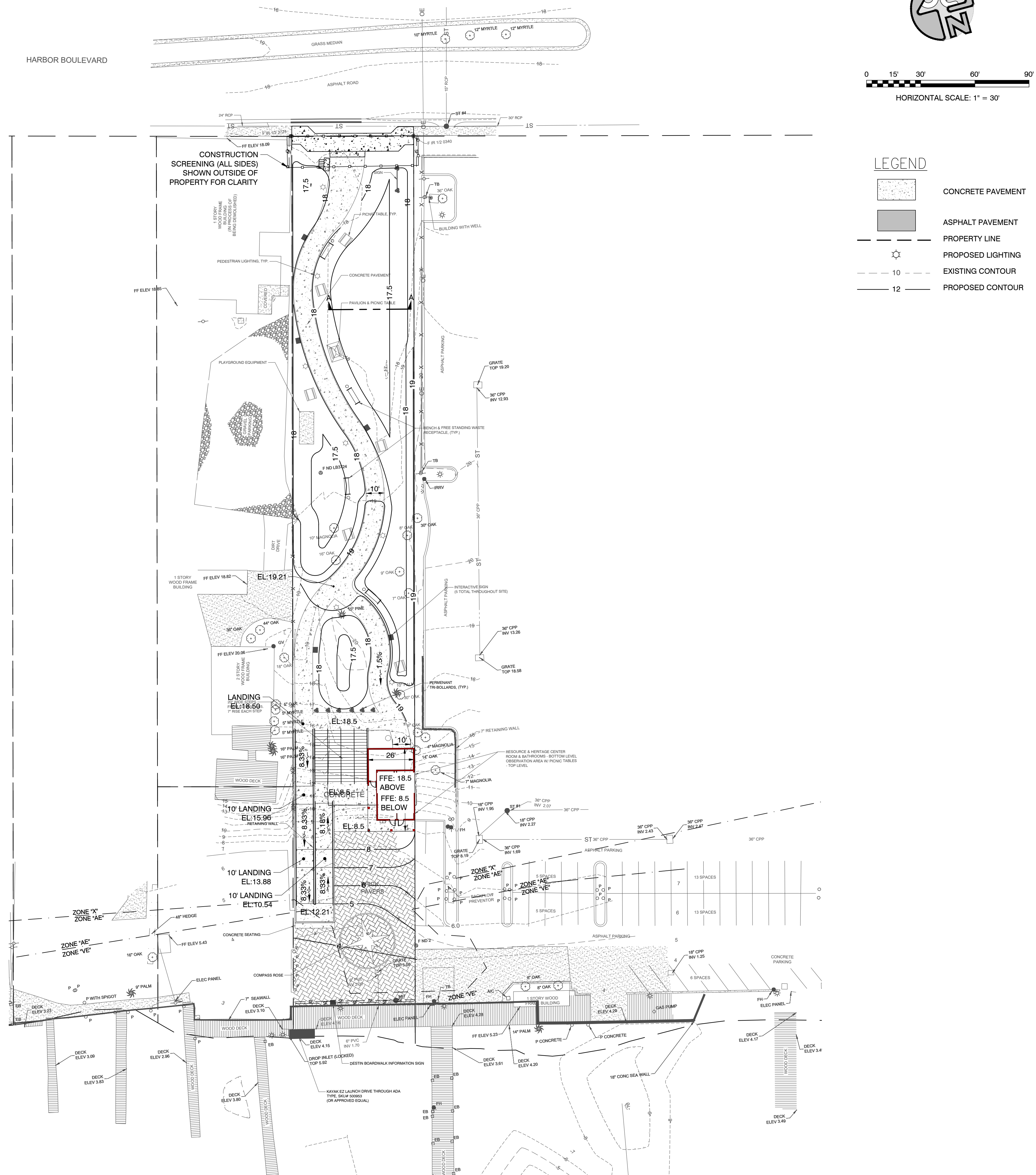
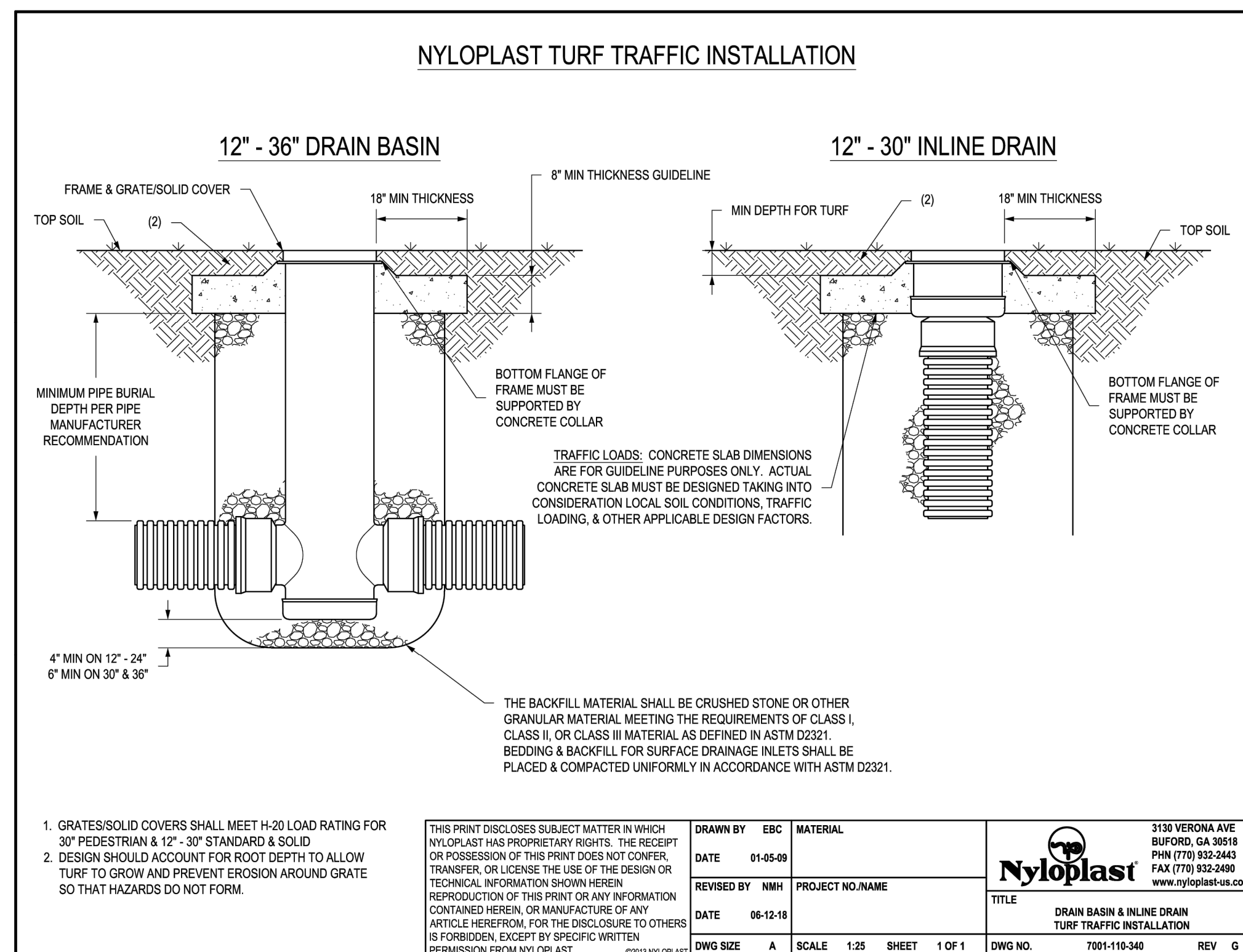
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STORMWATER POND SECTION A-A
N.T.S.

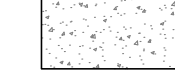


BLOCK RETAINING WALL DETAIL
N.T.S.

NOTE:
SHOWN FOR REFERENCE ONLY. PRIOR TO WALL CONSTRUCTION DEVELOPER
SHALL BE REQUIRED TO OBTAIN FINAL WALL RECOMMENDATIONS AND DESIGN
FROM REGISTERED GEOTECHNICAL FIRM AFTER FURTHER SOIL EXPLORATION.



LEGEND



CONCRETE PAVEMENT



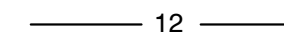
ASPHALT PAVEMENT



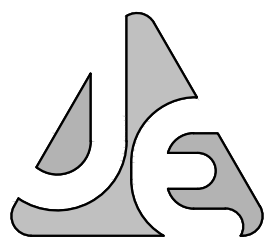
PROPOSED LIGHTING



EXISTING CONTOUR



PROPOSED CONTOUR



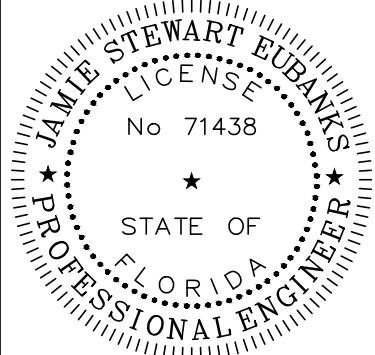
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REV	DATE	DESCRIPTION	BY
1	2.11.2020	COMMENTS FROM FOOT ACCESS REVIEW	CEJ
2	06/06/2020	REVISIONS PER CITY OF DESTIN REVIEW	JW
3	04/10/2020	REVISIONS PER CITY OF DESTIN REVIEW	JW
4	04/11/2020	REVISION TO ACCESS POINT AND REISSUED FOR CITY USE	JW
5	11/9/2025	REVISION AT ROW CONNECTION FOR FOOT SAFETY UPGRADE PER CITY USE	CEJ

CITY OF DESTIN

ROYAL MELVIN PARK
CITY OF DESTIN, FLORIDA

EX. GRADING PLAN

JOB: 19-03
DATE: 03/27/19
DESIGNED: JSE/JAW
DRAWN: JAW/CEJ

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DRAWING NUMBER
5 OF 06

SHEET NUMBER
C05

STORM WATER MANAGEMENT REPORT

for

Royal Melvin Park
DESTIN, FLORIDA

PREPARED BY:



Engineer of Record: Jamie S. Eubanks, P.E.
Florida Registration #: 74138
1234 Airport Road, Suite 126
Destin, Florida 32541
(850) 837 – 2448



The following is a storm water evaluation of the proposed City of Destin recreational development at the subject property located on Harbor Boulevard (State Road 30, U.S. Highway 98) in Destin, Florida. The project consists of a parcel of land that is an area of approximately 0.77 acres. The property was previously developed and currently has an asphalt driveway, existing parking and a retaining wall that will be removed with the design. The parcel will be redeveloped into additional park and recreational facilities.

This storm water evaluation is performed using the Soil Conservation Service Runoff Curve Number Method and based on topographic and geotechnical information provided by the City of Destin. Requirements established by the Northwest Florida Water Management District (NFWFMD) to meet the first 1-inch volume associated with the runoff from the developed area be retained, recovery within 72-hours following the storm event, and post-developed runoff associated with the 2-year, 24-hour storm event be attenuated have all been met with the storm water system. The system recovery of the required treatment volume, attenuation of the critical storm event, and pre- and post-development discharge rates are determined utilizing the storm water modeling software Interconnected Channel and Pond Routing (ICPR), Version 3, Service Pack 10.

The existing pre-developed area has an asphalt drive, existing parking, and a retaining wall that will be removed as part of the site redevelopment. Based on topographical information provided by the City of Destin, contours range from 4 to 20 feet. For the purpose of storm water calculations, the proposed development area has been limited to the segment where surface materials will be modified between pre- and post-development conditions as Basin A, approximately 0.53 acres. The existing storm water runoff generally sheet flows from the high point in the middle of the parcel to the northeast towards Harbor Boulevard and to the southwest to the harbor. All runoff from the new development will be directed to the surface water management system via overland sheet flow. The storm water management system for this site will consist of dry swales / pond areas located along the northeast and northwest perimeters. The ponds will be interconnected with a 15-inch yard drain for equalization. The ponds have been designed to have a top elevation of 18.0 and bottom elevation of 17.5 and side slopes of 20(H):1(V).

A geotechnical report provided by the City of Destin established the water table at the pond locations at elevation ± 2.0 and no confining layer was present. The property contains soil designated as Newhan-Corolla as shown in the Soil Survey provided by the USDA, which is a type "C" soil for this region.

Soil testing recommended a design vertical infiltration rate of 3.33 ft/day. Horizontal saturation was calculated using the NFWWMD's recommended 1.5 times the vertical permeability at 5 ft/day.

NFWWMD requires the retention system be sized to retain the first 1-inch of runoff from the affected area. The ponds have been designed to retain the first 1-inch of runoff for the entire parcel, ± 0.77 acre, requiring a minimum retention volume of 2,803 cubic feet. The remaining 0.24 acres located on the southern boundary will remain impervious and is to be considered compensatory. The detention area is designed to retain 4,209 cubic feet at elevation 18.0, the minimum retention is met at elevation 17.90 with a volume of 2,995 cubic feet.

The maximum stage for this storm event is 17.88 resulting in no discharge. The post-developed impervious area is 225 sf less than the pre-developed impervious area and has a lower curve number than the pre-existing conditions. Thus, the 1-inch volume is the controlling calculation for the site. Recovery of the 1-inch volume was modeled in ICPR and the basin recovers in approximately 6-hours for the 2-year, 24-hour storm event.



United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for **Okaloosa County, Florida**



March 26, 2019

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

Custom Soil Resource Report

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

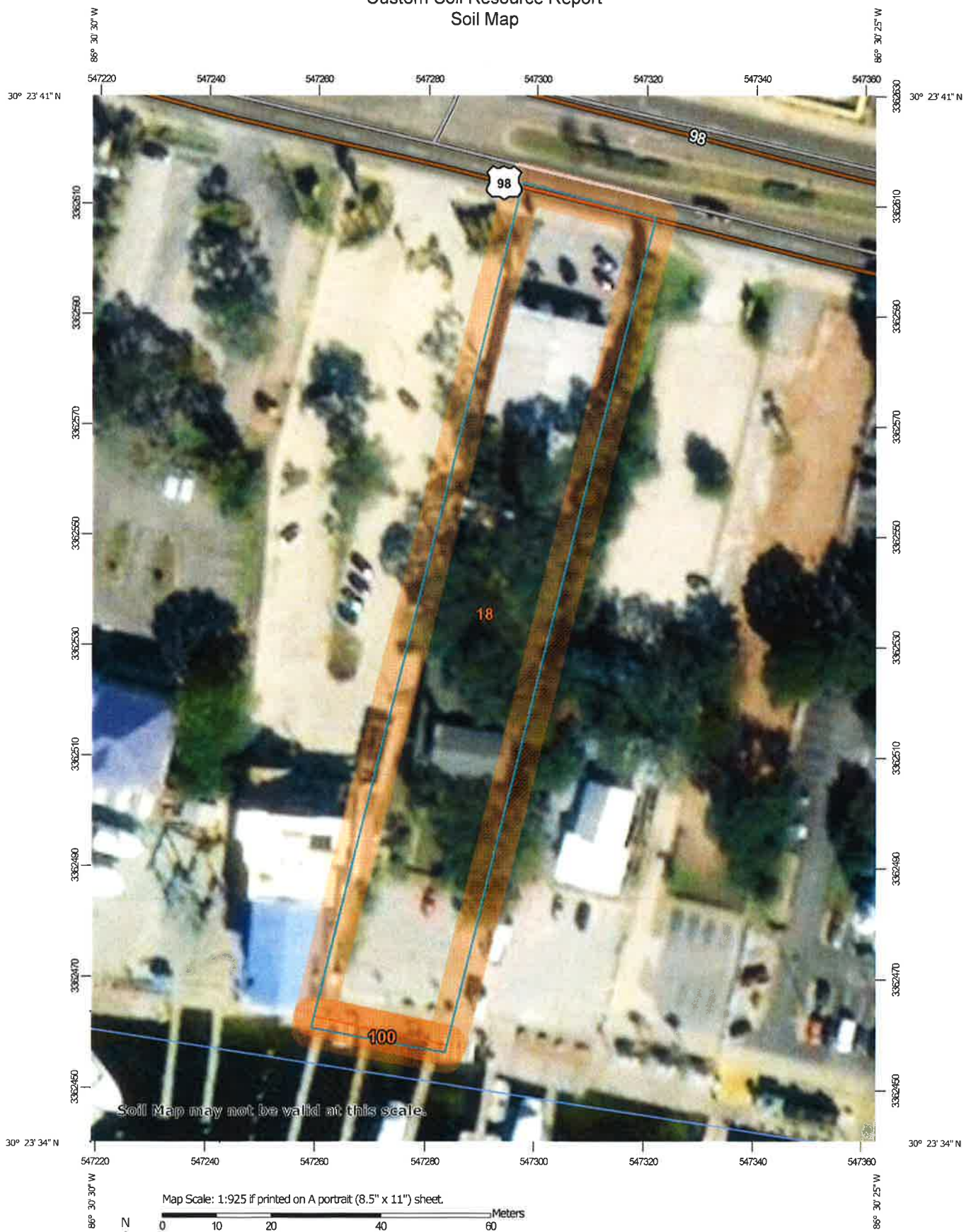
Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



Map Scale: 1:925 if printed on A portrait (8.5" x 11") sheet.

0 10 20 40 60 Meters
0 40 80 160 240 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

- Area of Interest (AOI)

 Area of Interest (AOI)
- Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points
- Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot
- Water Features

 Streams and Canals
- Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads
- Background

 Aerial Photography
- Soil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

Special Line Features

 Special Line Features

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Okaloosa County, Florida
Survey Area Data: Version 17, Sep 5, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 31, 2009—Nov 2, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
18	Newhan-Corolla complex, 2 to 30 percent slopes	1.0	98.9%
100	Waters of the Gulf of Mexico	0.0	1.1%
Totals for Area of Interest		1.0	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however,

Custom Soil Resource Report

onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Okaloosa County, Florida

18—Newhan-Corolla complex, 2 to 30 percent slopes

Map Unit Setting

National map unit symbol: 2w4gq
Elevation: 0 to 20 feet
Mean annual precipitation: 60 to 73 inches
Mean annual air temperature: 63 to 72 degrees F
Frost-free period: 236 to 306 days
Farmland classification: Not prime farmland

Map Unit Composition

Newhan and similar soils: 60 percent
Corolla and similar soils: 30 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Newhan

Setting

Landform: Dunes on marine terraces
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy eolian deposits

Typical profile

C - 0 to 80 inches: sand

Properties and qualities

Slope: 2 to 30 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Excessively drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): Very high (19.98 to 50.02 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Slightly saline to moderately saline (4.0 to 8.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 20.0
Available water storage in profile: Very low (about 1.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A
Forage suitability group: Sandy soils on ridges and dunes of xeric uplands (G152AA111FL)
Hydric soil rating: No

Custom Soil Resource Report

Description of Corolla

Setting

Landform: Rises on dunes on marine terraces
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 3 inches: sand
C - 3 to 80 inches: sand

Properties and qualities

Slope: 2 to 30 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Somewhat poorly drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Very high (19.98 to 50.02 in/hr)
Depth to water table: About 18 to 36 inches
Frequency of flooding: Rare
Frequency of ponding: None
Salinity, maximum in profile: Moderately saline to strongly saline (8.0 to 16.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 20.0
Available water storage in profile: Very low (about 1.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A/D
Forage suitability group: Sandy soils on ridges and dunes of xeric uplands (G152AA111FL)
Hydric soil rating: No

Minor Components

Duckston

Percent of map unit: 10 percent
Landform: Flats on marine terraces, depressions on marine terraces, swales on marine terraces
Landform position (three-dimensional): Talf, dip
Down-slope shape: Linear, concave
Across-slope shape: Linear, concave
Hydric soil rating: Yes

100—Waters of the Gulf of Mexico

Map Unit Composition

Water of the gulf of mexico: 100 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

References

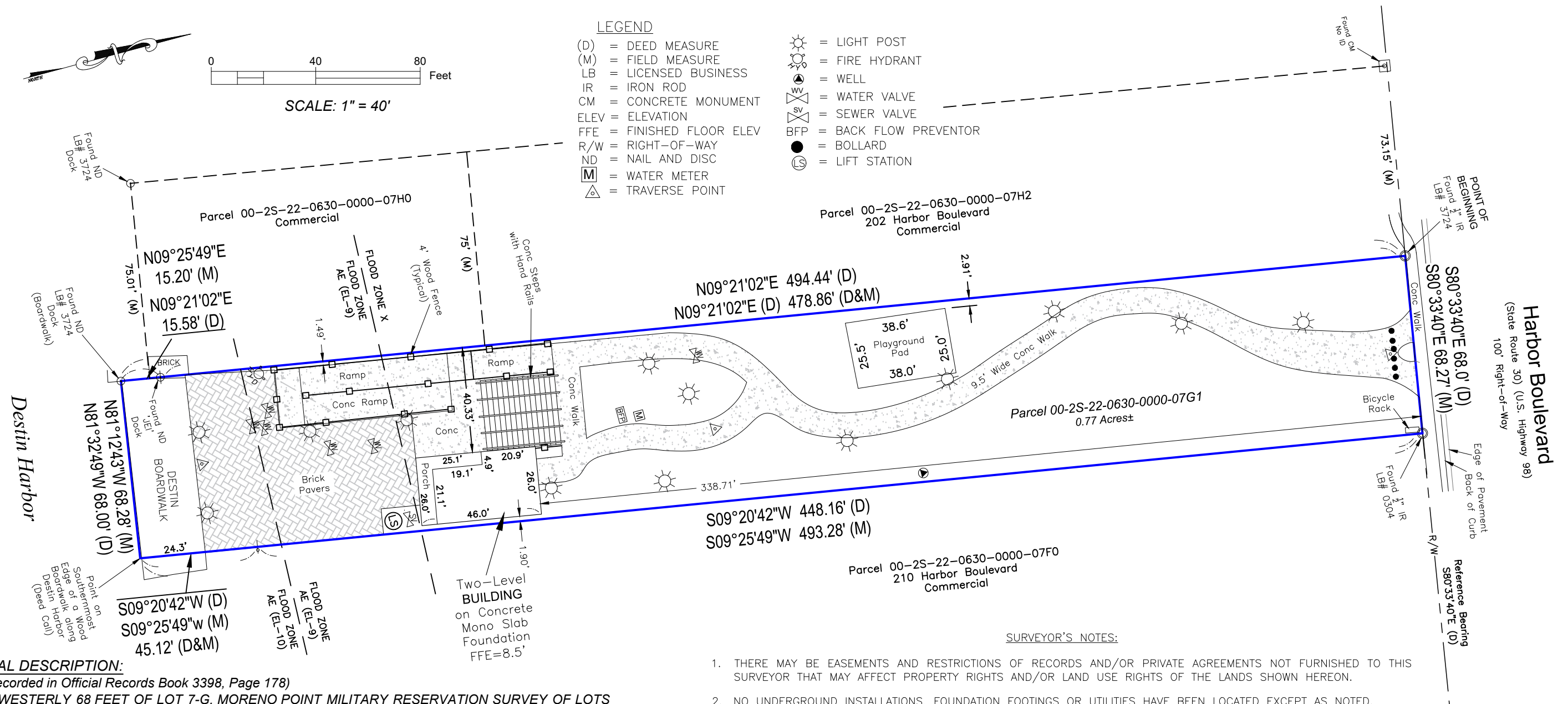
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Custom Soil Resource Report

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Shannon D. Clatchey
Professional Surveyor
and Mapper Florida
Registration #6178
Business #7350

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 7, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: April 1,2025

SUBJECT: Purchasing Resolution 22-10 Discussion

I. BACKGROUND: During the Regular City Council meeting on December 2, 2024, Councilmember Schmidt made the following motion regarding Resolution 22-10:

Councilmember Schmidt moved to instruct the Interim City Manager to collaborate with city staff to develop and present recommended updates to Resolution 22-10 and its related policies, aiming to enhance clarity, efficiency, and alignment with current best practices. Councilmember Hebert provided the second to the motion, which passes 7-0.

II. DISCUSSION: As per the City Council's directive, the City Manager has worked with staff to update Resolution 22-10. The revised document, with all edits clearly marked, is attached for your review.

- A. Link to Strategic Goals / Objectives:** I. Financially sound city providing service excellence.
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**
- D. Legislative Sponsor:**
- E. Business Impact Statement:**

III. CONCLUSION: The City Manager and staff have updated Resolution 22-10 as directed by the City Council. The revised document, with all edits clearly marked, is attached for your review. Your input on these updates is requested to ensure the resolution aligns with the Council's objectives and addresses all pertinent concerns. Please review the attached document and provide any feedback or suggestions you may have.

IV. RECOMMENDED MOTION:

Attachments:

1. Purchasing Resolution 22-10 clean version 11.2 with edits

RESOLUTION 22-10

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, RELATING TO THE AMENDMENT OF COMPREHENSIVE PURCHASING PROCEDURES; PROVIDING FOR AUTHORITY; PROVIDING FOR DESIGNATION OF PURCHASING AGENT AND SPECIFIC DUTIES; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES NOT EXCEEDING \$35,000; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES EXCEEDING \$35,000; PROVIDING FOR DIVISION OF PURCHASE LIMITATION; PROVIDING FOR EMERGENCY PURCHASES; PROVIDING FOR FEDERALLY FUNDED PROCUREMENTS; PROVIDING FOR THE ESTABLISHMENT OF A PURCHASING MANUAL; PROVIDING FOR EXEMPTIONS FROM FORMAL BID REQUIREMENTS; PROVIDING FOR EXEMPTION TO RESOLUTION; PROVIDING A NO BID RECEIVED PROCEDURE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin is desirous of amending its comprehensive purchasing thresholds and procedures, which provides for objective criteria used in the City of Destin's purchasing.

WHEREAS, the City of Destin maintains that it is financially prudent to adopt these procedures by resolution due to continuous changes in the economy and growth within the City of Destin whereas the procedures were previously in Resolution 19-07 and 18-05.

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

SECTION 1. AUTHORITY. The authority for the enactment of this resolution is Chapter 166.021, Florida Statutes, Section 1.01 and Section 3.14 of the City Charter.

SECTION 2. PURCHASING PROCEDURES AMENDED. Purchasing Procedures of the City is hereby amended as follows:

Article 1. Purchasing agent designated; specific duties and authority:

A. Authority

1. The City Charter designates procurement authority in the City Council and City Manager

2. Procurements and contracts are, by default, subject to this Resolution, unless specifically exempted by a vote of the City Council. However, if the City Council identifies an item it wishes to exempt from the Resolution, then any motion shall identify that the procurement shall be exempted because it is necessary to protect the health, safety, and welfare of the Citizens of Destin, which shall be identified in the applicable Resolution. Additionally, if a bidding document is required for the procurement, such as a Request for Proposals (RFP) or a Request for Bids (RFB) or a Request for Qualifications (RFQ), then the document shall contain detailed instructions of how it will be administered. If the bidding document lacks directions as to any parts of its administration, then the applicable

portions of this document shall act as default rules and procedures.

3. Any bid challenges to an exempted procurement shall follow the City's default challenge procedures.

4. Any procurements that are issued as part of any state or local grant programs, will require furnishing of the City's procurements policies as part of the application process or qualification process, shall not be eligible to be exempted from the standard procedures set forth below.

B. Purchasing Agent and Categories

1 The City Manager or City Manager's designee shall be the purchasing agent for the City. All procurements made under this Resolution must only adhere to binding Florida Law, City Law, ~~or~~ and Federal Law, and are not to be limited by any rules of any voluntary trade associations or voluntary professional associations (if a certain profession legally mandates membership in a trade or professional association, then the trade or professional association is not voluntary).

2. The City Manager or City Manager's designee shall be responsible for:

i) The purchase of supplies, materials and equipment, and contractual services required by any office, department or agency of the City.

ii) The storage and distribution of all supplies, materials and equipment required by any office, department or agency of the City.

iii) Establishing written specifications, whenever practicable, for supplies, materials and equipment and contractual services required by any office, department or agency of the City. Such specifications to the extent practicable should be definite and certain. Such specifications should be designed to permit full and open competition.

iv) Maintaining, whenever practicable, a perpetual inventory record of all materials, supplies or equipment stored in storerooms or warehouses of the City.

v) Soliciting and maintaining an up-to-date list of qualified vendors who have requested their names to be added to the bidder's invitation list. The purchasing agent shall have authority to remove temporarily or permanently the names of vendors who have defaulted on their quotations, attempted to defraud the City or who have failed to meet established specifications or delivery dates.

vi) Obtaining purchases and contractual services in an environment of full and open competition as is practicable.

C. Capital Purchases

Capital assets may be purchased (acquired) or constructed. Capital assets are defined by the City as assets with an initial cost more than the following:

Equipment	\$10,000
Buildings and Improvements	\$10,000

Infrastructure	\$10,000
Improvements – Other	\$10,000
Land	All

Article 2. Purchasing thresholds, categories and procedures:

The purchase process is controlled by three components: (1) dollar amount, (2) approving authority, (3) budgeted status.

- Dollar Amount categories apply to the total amount to be purchased and/or the total amount to be expended over an initial contract term.
- Purchase Approval thresholds apply to the established level of approving authority (i.e. Department Head, Finance Director, City Manager or City Council).
- Budgeted status applies to items that have been budgeted or have an approved purchase order.

An encumbrance (Purchase Requisition/PO) will be required for purchases over \$5,000 ~~if provision of goods or services will be provided in more than 30 days.~~ if delivery of goods or services is past 30 days.

Pursuant to Florida Statute 166.241(2) the adopted budget must regulate expenditures of the ~~municipality-city~~ and ~~no an~~ officer, ~~employee or agent~~ of ~~the city-a municipal government~~ may ~~not~~ expend or contract for expenditures in any fiscal year except pursuant to the adopted budget.

Unless otherwise provided by Florida Law or other provisions of the ~~city's~~ Code ~~of Ordinances, resolutions or polices~~ or ~~such policies are~~ waived as provided in City Law, all purchases by the City of commodities, contractual services and construction services shall be processed and approved in accordance with the following procurement thresholds:

~~Specific items in the adopted budget may be approved by the City Manager if less than \$35,000~~

Items specified in the adopted budget are subject to the following approval process: Items not in an approved budget are subject to the same approval process, but may only be processed when accompanied by a corresponding budget amendment.

Budgeted Items

Level	Dollar Threshold	Procedure	Authority to Approve
Level One	Individual item and/or total purchase up to \$1,000	A quote via telephone, internet or in person is suggested <u>required</u> . City's purchasing card should be used when possible.	Department Director
Level Two	Individual item and/or total purchase \$1,001 to \$5,000	Two written quotes indicating vendor, contact info, price. May include quotes from internet research.	Department Director and Finance Director
Level Three	Individual item and/or total purchase \$5,001 to \$35,000	Three written quotes with PO documentation.	Department Director, Finance Director and <u>City Manager</u>
Level Four	Individual item and/or total purchase over \$35,000	Formal bid solicitation in form of Request for Proposals (RFP) or Request	Department Director, Finance Director, City

		for Bids (RFB), or piggy-back upon state contract or Request for Qualifications (RFQ) as per F.S. 287.055, <u>or alternate bid solicitation</u> . Resulting contract must be encumbered.	Manager and City Council
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~~The City Manager may approve non-budgeted items, not to exceed \$25,000, without Council approval.~~

Non-Budgeted items

Level	Dollar Threshold	Procedure	Authority to Approve
Level One	Individual item and/or total purchase up to \$1,000	A quote via telephone, internet or in person is suggested. City's purchasing card should be used when possible.	Department Director
Level Two	Individual item and/or total purchase \$1,001 to \$5,000	Two written quotes indicating vendor, contact info, price. May include quotes from internet research.	Department Director and Finance Director
Level Three	Individual item and/or total purchase \$5,001 to \$25,000	Three written quotes with PO documentation.	Department Director, Finance Director and City Manager
Level Four	Individual item and/or total purchase of \$25,001 to \$35,000	Three written quotes with PO documentation and City Council approval.	Department Director, Finance Director, City Manager and City Council
Level Five	Individual item and/or total purchase over \$35,001	Formal bid solicitation in form of Request for Proposals (RFP) or Request for Bids (RFB) or piggy-back upon state contract or Request for Qualifications (RFQ) as per F.S. 287.055. Resulting contract must be encumbered.	Department Director, Finance Director, City Manager and City Council

Article 3. Division of purchases limitation:

No contract or purchase shall be subdivided to avoid the purchasing requirements of Articles 2 of this Resolution.

Article 4. Emergency purchases:

1. Natural Disasters. If the State of Florida or the City declares a state or civil emergency, all normal purchasing procedures, and requirements, as set forth herein shall be suspended and the following procedures shall apply:

A. The City Manager or City Manager's designee shall be empowered to secure any needed emergency supplies, materials and equipment, or contractual services using the most efficient and effective procurement methods as in the best interest of the City. If the cost of any purchase exceeds the current formal bid threshold, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

B. With the approval of the City Manager, the head of any department may purchase any needed emergency supplies, materials and equipment, or contractual services, using the most effective procurement method, as determined by the department head, who made the emergency purchase necessary. If the cost of any purchase exceeds the budgeted or non-budgeted dollar threshold, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

C. The City Manager may request other governmental entities to purchase for the City any needed emergency supplies, materials and equipment, or contractual services or the City may purchase from another governmental entity any needed emergency supplies, materials and equipment, or contractual services such governmental entity has available. If the cost of any purchase exceeds the budgeted or non-budgeted dollar threshold a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

2. All other emergencies. In the event of an emergency, which is not declared a state or civil emergency, such as an equipment failure, catastrophic damage to city property, or other similar unexpected event, all normal purchasing and requirements directly related to such emergency shall be suspended and with the approval of the City Manager, the head of any department may purchase any required emergency supplies, materials and equipment, or contractual services. The head of such department shall send to the City Manager a copy of the delivery record, if applicable, together with a full written report of the circumstances of the emergency. If the cost exceeds the budgeted or non-budgeted dollar threshold, a full report of each such purchase shall be made to the City Council at the earliest available City Council meeting.

Article 5. Federally Funded Procurement Rules:

Purchases using Federal Funds (i.e. FEMA, US Treasury RESTORE, CARES, ARPA) must conform to applicable Federal law, including: 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and comply with all requirements as amended from time to time. Contracts utilizing Federal funds shall include all required Federal contract clauses.

Article 6. Purchasing Manual:

For the purposes of clarifying operating instructions, the City Manager shall have the authority to establish and amend from time to time, a Purchasing Manual, the contents of which shall be consistent with this Resolution.

Article 7. Exemptions to Bid Requirements:

The following situations are exempt from formal competitive bid requirements of Article 2, except that the City Council shall approve all purchases and contracts for supplies, materials, equipment, or contractual services exceeding the budgeted or non-budgeted dollar threshold:

1. Professional Services: Contracts for professional services involving professions defined in F. S. 287.055 Consultants' Competitive Negotiation Act are not subject to competitive bidding. A written contract or engagement letter in each instance shall be required. A request for qualifications (RFQ) is highly recommended.

2. Sole-Source Supplies: Sole source supplies, available from only one source, such as unique, patented, or franchised supplies are exempt but must be memorialized in memo format approved by the City Manager.

3. Alternate bid solicitations: to be presented to council for consideration, waiving the city's standard solicitation process:

a. Bids and contracts from other entities: Where the City Council finds that it is in the best interest of the City to use formal written contracts or competitive bids of other governmental entities that have been a result of an appropriate solicitation process (aka "piggy-backing").

~~b.4.—Cooperative Purchasing: Orders or contracts for supplies, materials, services and equipment that are cooperative purchases with or through third party entities specializing in government procurements, when deemed by approving authority to be in the best interest of the city. with other units of government, when, in the discretion of the City Manager, the best interests of the City would be better served thereby.~~

5. State Contract: Orders or contracts for supplies, materials and equipment which are the subject of contracts with the State of Florida, as set forth in Section 287 of the Florida Statutes, as amended from time to time, or with the United States Government, in the discretion of the City ~~Manager (also known as "piggy-backing").~~

6. Computer Equipment and Peripherals: Orders or contracts for personal computers, printers, associated parts, and software and communications services. All purchasing of IT hardware and software must be approved by the IT director or his designee prior to purchasing to ensure uniformity throughout the City.

7. Unique Circumstances: Under unique circumstances in which the City Manager and/or the City Council finds that compliance with the purchasing procedures will harm or prejudice the City.

Article 8. Exemption to Purchasing Resolution:

The following situations are exempt from this purchasing resolution and are within the approval authority of the City Manager or City Manager's designee:

1. Emergency Purchases: As defined in Article 4 above.

2. Seminar registrations and professional membership dues, fees, and publications.

3. Purchase of local utility services, which services are considered a sole source supplier.
4. Purchase of print and electronic media for the Library.
5. Postage expenses, when billed by a vendor at the currently prevailing rates established by the U.S. Postal Service.
6. Advertising.

Article 9. No Bid Received Procedure:

Where no bid has been received after initial publication of a bid/proposal, the approving authority is authorized to utilize alternate procurement means to solicit products or services. City Manager is authorized to solicit products or services or seek other alternatives for purchasing, such as cooperative purchasing agreements.

Section 3. SEVERABILITY. Each separate provision of this resolution is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid all other provisions thereof shall remain valid and enforceable.

Section 4. EFFECTIVE DATE. This resolution shall take effect upon its adoption by Council and signature of the Mayor.

ADOPTED THIS _____ DAY OF NOVEMBER 2022.

By: _____
Gary Jarvis, Mayor

ATTEST:

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

Rey Bailey, City Clerk

Kyle Bauman, City Attorney

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**MINUTES
TOWN CENTER COMMUNITY
REDEVELOPMENT AGENCY
ADVISORY COMMITTEE MEETING
FEBRAURY 19, 2025 - 5:30 PM
DESTIN CITY HALL ANNEX CHAMBERS**

1. CALL TO ORDER:

Chairman Wernet called the meeting to order at 5:30 PM on Wednesday, February 19, 2025, at the Destin City Hall Annex Council Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

Lockwood Wernet
Corlene Ziegler
Kyle Davis
Margie Avery

Staff Present

Kim Montgomery Deputy Clerk
Daniel Butler Principal Planner
Kim Kopp City Attorney

3. AGENDA APPROVAL:

Motion by Chairman Wernet to amend the agenda to add Council member Sandy Trammell under Current Business, Item A., with Committee member Ziegler providing the second, the motion passed 4-0.

4. NOMINATION OF CHAIR/VICE CHAIR

Motion to nominate Lockwood Wernet as Chairman passed 4-0.

Motion to nominate Margie Avery as Vice Chair passed 4-0.

5. MINUTES FOR APPROVAL: July 17, 2024

Motion by Chairman Wernet to approve the minutes of the July 17, 2024 meeting as written with Committee member Davis providing the second. The motion passed with a 4-0 vote.

6. CURRENT BUSINESS:

A) Councilmember Sandy Trammell

- Briefed the members with information regarding the Sunshine Laws.
- Discussed Roberts Rules of Order and how items that are not on the agenda cannot be discussed and recommended in the form of a motion, and as a result, is why they

now include the Agenda Approval at the beginning of the meeting for members to add item for discussion and possible recommendation to City Council.

- Spoke of the need for the members to attend their monthly meetings and how she was tasked by the Council to get the committees fully vested with members, have quorums to be able to meet, and have functioning committee meetings.
- Explained how the minutes are just a summary of what was discussed however their motions are verbatim.
- Spoke of how once a motion for a recommendation is made, even if they vote against it, if it passes, they as a committee stand behind the recommendation and are not to speak against it, especially to the City Council.
- She introduced the staff members and their duties to the new members.
- Explained the necessary timeline to get items to staff to be placed on their next meeting agenda for discussion.
- Spoke of their Town Center CRA Master Plan and encouraged the members to get familiar with it.
- Described the plan for the Linear Trail for the new members and its location.
- Informed the members she will be presenting at their next month's meeting in March the Sunshine Laws, their Work Plans with Goals and Objectives, and their Annual Report timeline.

B) January Development and City Projects - Update Daniel Butler

Mr. Butler provided a brief status to the member of the upcoming projects that are currently under TRC review.

- Cross Town Connector
- Linear Pathway
- Publix is in the process of re-subdividing their remaining parcels
 - Mr. Butler provided Committee member Davis and the members with a more detailed update on the Cross Town Connector Project and what the project entails. He stated that he would provide them with a set of plans so they would have an idea of the design. Additionally, the plans are at 100% so there are no changes, but they can still provide any comments to Council when it goes before them for final approval.
- Briefly explained the project for Destin Elementary School pointing out this is a Okaloosa County School Board jurisdiction project and not a city project, and the city is just kept informed of it.

C) Long Term Financials – Krystal Strickland

Ms. Strickland provided the members with the following:

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- Explained the CRA has two districts: Town Center and Harbor District
- Town Center District gets the full County Millage Rate of 3.8%
- First time since 2012 the TCCRA has a positive fund balance and is able to repay the General Fund's Debt Services
- Provided the members with the current debt services for the Undergrounding Overhead of the Utilities along Hwy 98 from Marler Bridge to the Airport Road with the Town Center dedicating \$4M of tax increments or \$266k a year.
 - Discussed how Council is considering going deeper into the Town Center District with the undergrounding of utilities project.
- The projected bank account balance to 2037 looks to be a little over \$18M.
- Encouraged the member to read their adopted Master Plan.

Each of the new members provided a brief synopsis of their background.

Mr. Butler emphasized how important it is to attend their meetings and bring workplan ideas to discuss and implement, if they are agreeable by majority of the members. He explained the process of their agenda items and the importance of getting their city emails up and running so that staff can communicate with them properly.

Committee member Davis informed the members that he would not be able to attend the March meeting because he would be out of the country, but otherwise he should be attending all the meetings.

7. ADJOURNMENT:

Having no further discussions, the meeting was adjourned at 6:45 PM.

Adopted and approved _____ day of _____ 2025.

Lockwood Wernet Chairman

Kim Montgomery Deputy City Clerk

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**MINUTES OF THE
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL ANNEX, FEBRURY 27, 2025 - 5:30 P.M.**

1. CALL TO ORDER:

The meeting of the Thursday, February 27, 2025 Destin Harbor and Waterways Board meeting was called to order by Board member Stephens at approximately 5:30 p.m., at Destin City Hall Annex, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Member Present:

Jim Green
John Stephens
Bill McKissick
Jarod Hayden
Guy Tadlock

Members Absent

Staff:

Kim Montgomery Deputy City Clerk
Daniel Butler Principal Planner
Ashley Dominguez Planner

3. AGENDA APPROVAL:

Motion to change the order of the day, to add nomination of Chair & V. Chair as the first item, as well as moving item 5D to 5C position on the agenda was made by Board member Green, with Board member McKissick providing the second. The motion was carried with a 5-0 vote for approval.

4. NOMINATION OF CHAIR & VICE CHAIR

Nomination by Board member Stephens for Capt. Jim Green as Chairman with Board member Hayden providing the second. The motion passed with a 5-0 vote.

Nomination by Chairman Green for John Stephens as Vice Chairman with Board member McKissick providing the second. The motion passed with a 5-0 vote.

5. APPROVAL OF MINUTES:

➤ October 24, 2024 Minutes

Motion by Vice Chair Stephens, seconded by Board member Tadlock, to approve the minutes of the October 24, 2024 meeting as written. The motion passed 5-0.

6. OLD BUSINESS:

A)711 Sixth St, Residential Marine Construction, HWB-001506-2024

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Ms. Ashley Dominguez Planner for the city explained to the members that Complete Site Source LLC., on behalf of Joshua Livingston, has applied for a Harbor and Waterways Board review. The applicant is seeking a recommendation for a residential marine construction project consisting of a new dock and covered boat slip for 1,328 square feet, the total length of the dock would be 88-feet, noting that the length of the dock has been shortened from the original 94 feet and staff recommends approval of the request on the condition that the revised FDEP and ACE permits are received prior to the issuance of the construction permits being pulled for the project with the city of Destin's Building Department.

Motion by Vice Chairman Stephens, seconded by Board member Tadlock for the Harbor and Waterways Board to recommend approval of the marine construction project proposed at 711 Sixth Street, for the construction of a new single family dock and covered boat slip, with the following conditions:

- 1. At time of Building Permit submittal, the applicant shall provide Staff with the FDEP & USACE approval of the revised project scope (88' dock), rather than the 94' Dock.**
- 2. All other applicable Federal or State approvals shall be submitted with the Marine Construction Permit application.**
- 3. All regulations of the City's Marina Siting LDC Section 11.05.00 shall be adhered to and followed at all times.**

Vice Chairman Stephens asked staff if they had any additional information regarding the seagrasses that are in the projected construction area. According to Mr. Daniel Butler Principal Planner, in the FDEP permit requirements, it explains how the project would have to be built at a minimum of 5 feet above the Mean High Line (MHL). With no further comments, the Chairman called for the vote, and **the motion passed with a unanimous vote of 5-0.**

B) 3815 Indian Trail, Residential Marine Construction, HWB-001514-2024

Ms. Dominguez explained to the members that Hebert Builders LLC, on behalf of Reginald Guerra, has applied for a Harbor and Waterways Board review for the construction of a new single-family dock and a covered boatlift. The applicant seeks a recommendation of approval from the Harbor and Waterways Board for a residential marine construction project proposing a dock and covered boat slip with a total square footage of 958 feet which consists of one dock with a total length of 109.5' and one slip with a boatlift. Staff recommends approval of the request on the condition that all applicable Federal or State approvals shall be submitted with the Marine Construction Permit application; and all regulations of the City's Marina Siting LDC Section 11.05.00 shall be adhered to and followed at all times.

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Board member McKissick asked staff if the covered portion of the boatlift is included in the total square footage of the project and if a navigational light is required to be installed at the end of the dock. According to Ms. Dominguez, the boatlift is included in the total square footage of the project. Mr. Butler informed the Board that all docks over 100 feet are required to have a white navigational light at the furthest point of the dock.

Motion by Board member Hayden, seconded by Vice Chairman Stephens that the Harbor and Waterways Board recommends approval of the proposed marine construction project located at 3815 Indian Trail, for the construction of a new Single-family residential dock and a covered boatlift, with the following conditions:

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

With no further discussion on the request, the motion passed with a unanimous vote of 5-0.

C) 127 Calhoun Ave, Non Residential Marine Construction, HWB-001531-2025

According to Vice Chairman Stephens, he spoke with a couple of people with the Destin Fire Control District (DFCD) and found out that their new fire boat they recently purchased is larger than the previously approved slip would fit. Additionally, there are grass beds present, which requires the dock to be built to a certain height, and because of that, a step platform is now necessary for emergency situations when removing patients off the fire boat.

Motion by Vice Chairman Stephens, seconded by Board member Tadlock, that the Harbor and Waterways Board to recommend approval of the marine construction project proposed at 127 Calhoun Ave., for the extension of an existing finger pier and staging area, with the following conditions:

- 1. At the time of Building Permit submittal, the applicant shall provide Staff with the FDEP & USACE approval of the proposed scope of work.**
- 2. All regulations of the City's Marina Siting LDC Section 11.05.00 shall be adhered to and followed at all times.**

Chairman Green announced that he would recuse himself from voting on the project due to the fact that his father is a fire commissioner. **The motion passed 4-0, with Board member Green recusing himself from voting, due to a personal conflict of interest.**

D) 925 Peacock's Point Dr., Residential Marine Construction, HWB-001489-2024

Ms. Dominguez explained to the members that LD&L Marine Contractors LLC, on behalf of Scott Harris, has applied for Harbor and Waterways Board review for the construction of a new swim deck, a dock addition, and the installation of four (4) new mooring piles, creating a 13 x 40'boat slip located at 925 Peacock's Point Drive.

The applicant is seeking a recommendation of approval from the Harbor and Waterways Board for a Residential Marine Construction project proposing a dock addition and the installation of new pilings, the total square footage is 224 feet, with one dock with a length of 78 feet and one boat slip located on Choctawhatchee Bay. Additionally, the applicant provided a receipt of submittal from the Florida Department of Environmental Protection (FDEP), Self-Certification File No.: 0454305001EE.

Motion by Vice Chairman Stephens, seconded by Board member Tadlock the members unanimously voted 5-0 for the Harbor and Waterways Board to recommend approval of the proposed marine construction project located at 925 Peacocks Point Drive, for the construction of a new swim deck, a dock addition, and installation of two new additions to the existing dock and four (4) new mooring piles, creating a boat slip, with the following conditions:

1. All applicable Federal or State approvals shall be submitted with the Marine Construction Permit application.

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

7. Council member Sandy Trammell

Council member Trammell encouraged the members to create work plan items for concerns or ideas they may have in order to keep track of them, so they can be tracked, and what they accomplish other than project recommendations, is reported to Council.

8. MEMBER COMMENTS:

Board member Tadlock spoke of the water quality reports that he has spoken of in the past and how he would like this to always be on their agenda for discussion, as well as the progress report for the pumping station status and the run times data.

Vice Chairman Stephens spoke of asking Donnie Brown and Craig Barker of Pump Out USA to attend their next meeting to speak to the Board about water quality and options for ways

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to assist the city. He then spoke of an idea he'd like to work towards having a break water or living shoreline installed at Clement Taylor Park, just outside to the swimming area that may prevent people from coming into the swimming area on a boat or jet-ski/waverunners. He spoke of how it may eventually create an area for snorkeling for those that prefer not to go to the Gulf. He also mentioned the possibility of a potential grant opportunity from the FWC to help fund this.

Council member Trammell pointed out how these are perfect examples of Work Plan items for this Board.

9. PUBLIC COMMENTS: NONE

10. ADJOURNMENT:

With there being no further discussion, the meeting adjourned at 6:20 p.m.

Adopted and approved this _____ day of _____ 2025.

Jim Green, Chairman

Kim Montgomery, Deputy City Clerk

**LOCAL PLANNING AGENCY
MEETING MINUTES
MARCH 6, 2025 - 5:30 P.M.
DESTIN CITY HALL ANNEX CHAMBERS**

1. CALL TO ORDER & PLEDGE OF ALLEGIENCE:

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, March 6, 2025, 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.
Todd Buhr
Jay Purut
Marcie Bell
Ken Wampler
Tammy Weidenhamer

Members Absent

Staff Members Present

Kimberly Montgomery Deputy City Clerk
Daniel Butler Principal Planner
Noelle Bell Building Official

3. AGENDA APPROVAL:

Motion to amend the order of the day by removing Article 4, Item 6A Discussion from the agenda was made by Agency member Bell with Agency member Wampler providing the second. The motion passed unanimously.

4. APPROVAL OF MINUTES: February 6, 2025

Motion to approve the minutes of the February 6, 2025 meeting was made by Agency member Wampler with Agency member Bell providing the second. The motion passed with a unanimous vote of 6-0.

5. NEW BUSINESS:

A. Sunshine Laws/Public Records Act Presentation – Council member Sandy Trammell

- Discussion of the Sunshine Laws and its implications for LPA members.
- Explanation of communication restrictions between committee members outside of a public meeting.
- Emphasis on avoiding any informal discussions regarding committee matters outside of public meetings.
- Provided guidance on Public Records Act compliance, including maintaining emails, text messages, and social media interactions.

- Cautionary examples were provided, highlighting past violations and their consequences, including having all personal devices confiscated and possible removal from office with legal repercussions.
- Discussion on ethics standards and avoiding conflicts of interest and how meetings generally follow Robert's Rules of Order.
 - Members were reminded not to use their positions for personal advantage and once and once a motion has passed, even if they are not in agreement and voted against the motion, they need to support it, when it goes forward to City Council.
 - Clarification on interactions with applicants and public officials to ensure unbiased decision-making.

A. Ordinance 25-01-LC – Remove Contractor regulations from LDC

- The purpose of the ordinances is to remove contractor regulations from the Land Development Code (LDC) and relocate them to the Code of Ordinances for consistency.
- The Liability Insurance language is being removed in its entirety, since those requirements are set forth by the Florida Statutes.

Chairman Wood opened the public portion of the meeting, with no one coming forward, he closed the public and turned the discussion over to the members for comment or a motion.

Motion by Agency member Wampler seconded by Agency member Bell to recommend City Council approve Ordinance 25-01-LC. The motion passed unanimously with a vote of 6-0.

B. Ordinance 25-02-CC – Adding Contractor regulations to the Code of Ordinance

- The ordinance moves contractor regulations from the LDC into Chapter 13 of the Code of Ordinances to align with existing contractor policies.

Chairman Wood opened the public portion of the meeting, with no one coming forward, he closed the public and turned the discussion over to the members for comment or a motion.

Motion by Agency member Bell, seconded by Agency member Buhr to recommend City Council approve Ordinance 25-02-CC. The motion passed with a unanimous vote of 6-0.

****Agency member Briana Uptigrove entered the meeting at 6:00 PM****

Chairman Wood welcomed Ms. Uptigrove, provided some background information pertaining to the Local Planning Agency and noted the meetings start at 5:30 PM and not 6:00 as the City Council meetings do.

C. Property Maintenance Code – Noell Bell

The Building Official, Noell Bell thanked the members for individually meeting with her so that she could review this chapter with them and answer their questions. She noted that she is in the process of compiling their comments, proposed edits, and suggestions, and making her own edits accordingly.

The following items were discussed:

- Concerns over clarity, length of the document and scope.
- Adjustments were proposed to incorporate relevant elements from existing codes of the Unsafe Abatement Code and adding to the Administration section for property maintenance, while reducing redundancy and adding new updated language.
- Removing property maintenance language regarding certain landscaping issues from the LDC and implementing it to this code.
- Removing Conservation & Neighborhoods out of the LDC and implementing it into this code.
 - Ensuring Destin maintains high safety and maintenance standards.
 - Clarifying the balance between property rights and community aesthetics.
 - The importance of giving members adequate time to review changes was discussed.
- A revised version will be presented at the April 17 meeting, with a draft available for review by March 24.
- A decision was made to distribute the revised document early to allow sufficient review time before discussion and potential adoption.

6. PUBLIC COMMENTS:

Chairman Wood opened the public for comment, but with no one present, he closed the public portion of the meeting.

7. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 6:25 p.m.

Adopted and approved this _____ day of _____ 2025.

James Wood, Jr. Chairman

Kim Montgomery, Deputy City Clerk

**PUBLIC WORKS/PUBLIC SAFETY
COMMITTEE MEETING MINUTES
DESTIN CITY HALL ANNEX CHAMBERS
TUESDAY, MARCH 11, 2025 - 5:30 PM**

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE:

Chairman Wood called the Public Works/Public Safety Committee to order on Tuesday, March 11, 2025, at 5:30 p.m. at the City Hall Annex Chambers, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Tom Weidenhamer
Curtis Smith
Marcie Bell
Tammy Weidenhamer
John Green

Members Absent

Staff

Kim Montgomery Deputy City Clerk
Joe Bodi, Deputy Public Works Director
Danae Kesterson PW Admin. Asst.

3. APPROVAL OF MINUTES:

➤ **February 11, 2025**

Since a majority of the members have not reviewed the minutes, it was decided to push the approval to their next meeting.

4. AGENDA AMENDMENT:

Motion by Chairman Wood to change the order of the day by moving the eBikes presentation to Item B and pushing everything else down one slot. Committee member Bell provided the second and the motion passed with a unanimous vote of 6-0.

5. NEW BUSINESS:

A) Sunshine Law Presentation/Public Records - Sandy Trammell

- Discussion of the Sunshine Laws and its implications for the members if they are overheard discussing anything relevant to their meetings by the public.
 - Clarification on interactions with members and public officials to ensure unbiased decision-making.
 - Importance of not discussing subjects items outside of a meeting with members of the public
 - Cautionary examples were provided, highlighting past violations and their consequences, including having all personal devices confiscated and possible removal from office with legal repercussions.
 - Making notes of a conversation in an email and sending it to their city

email address of possible Sunshine discussions is an easy way to capture the conversation on the city server for any possible conflicts.

- Discussed ethics standards and avoiding conflicts of interest and how meetings generally follow Robert's Rules of Order.
- Provided guidance on Public Records Act compliance, including maintaining emails, text messages, and social media interactions.
 - Best course of action is to not comment or like any social media posts pertaining to city business.
 - Members were reminded not to use their positions for personal advantage and once and once a motion has passed, even if they are not in agreement and voted against the motion, they need to support it, when it goes forward to City Council.

B) eBikes Presentation – Chairman Wood

Chairman Wood welcomed Captain Jason Fulghum from the Okaloosa County Sheriff's Office and asked him to provide a comprehensive overview of the issues related to e-bike operations, accident trends, and challenges associated with enforcement. He discussed the following:

➤ Accident Trends:

- 70% of bicycle and e-bike crashes occur on sidewalks at entry/exit points of roads and driveways.
 - These incidents are often caused by motorists turning without checking for sidewalk traffic.
- Determining fault is complex, but in most cases, vehicle drivers are found at fault.

➤ Visibility & Obstructions:

- Driver line-of-sight is often obstructed by signage, landscaping, or infrastructure, contributing to accidents.
- 20% of bike/e-bike accidents occur in designated bike lanes.

➤ Infrastructure & Safety:

- FDOT engineers created bike lanes to address collisions from wrong-way bike travel.
 - Capt. Fulghum noted that sidewalks remain safer than bike lanes in some cases but did not advocate for a specific policy direction.

➤ Enforcement Challenges:

- Radar enforcement is unreliable due to inability to isolate e-bikes from other traffic. The radar picks up the fastest or largest object within its cone.
- Laser enforcement is also problematic. Deputies had only a 1-in-4 success rate hitting bike handlebars at close range.
- Speeding enforcement on Airport Road is especially difficult due to these limitations.

Capt. Fulghum emphasized the importance of avoiding ordinances that are unenforceable, as it leads to public frustration and misplaced blame on the Sheriff's Office.

➤ **Alternative Enforcement – VASCAR:**

VASCAR (Visual Average Speed Computer and Recorder) was brought up, this is an older method based on time/distance.

Capt. Fulghum acknowledged it could be used but has limitations, including the need for certified equipment and typically requires two officers. He noted that if the city pursues VASCAR, it should cover equipment and certification costs.

➤ **Definitions & Regulations:**

Florida law defines three classes of e-bikes; only Class 3 can go up to 28 mph.

- E-bikes exceeding 28 mph are considered mopeds and are not permitted to use motors on sidewalks.
- Many high-speed bikes marketed as “e-bikes” are actually mopeds under state law.

➤ **Identification and Regulation Suggestions:**

- Difficulty in identifying e-bike class markings while in motion.
- Potential for a city-issued permit or sticker (e.g., orange label) to signify inspection and compliance was suggested.
- If implemented, the Sheriff's Office would help enforce but not conduct inspections or training.

➤ **Support for Local Policy:**

Capt. Fulghum reaffirmed willingness to work with the city on crafting enforceable regulations and that the Sheriff's Office would assist in enforcing a licensing program, if created by the city.

➤ **Pedestrian Safety:**

Capt. Fulghum Noted that in his 32 years of service, he has only seen one case of a bicycle hitting a pedestrian. There have been no reported pedestrian collisions with e-bikes in the referenced five-year study.

➤ **Sidewalk & Roadway Rules:**

E-bikes operating in bike lanes or roadways must follow traffic laws (e.g., stopping at red lights, stop signs).

State law allows cities to regulate e-bike use on sidewalks and can impose stricter limitations if desired.

The Committee Members discussed the practicality of enforcing speed laws on sidewalks. Inconsistent bike lane widths and infrastructure designs as well as concerns for pedestrian safety and shared sidewalk use. The suggestion for city-based e-bike licensing or permitting programs was also discussed.

Chairman Wood then proceeded to launch his Power Point Presentation he created.

As per section 316.008(7)(a), Florida Statutes, a county or municipality may enact an ordinance to permit, control, or regulate the operation of vehicles, golf carts, mopeds, motorized scooters, electric bicycles, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law. The ordinance must restrict such vehicles or devices to a maximum speed of 15 miles per hour in such areas. Generally, state law provides that an operator may ride an electric bicycle where bicycles are allowed, including, but not limited to, streets, highways, roadways, shoulders, bicycle lanes, and bicycle or multiuse paths. However, the city remains able to regulate e-bikes within the city subject to the requirements of state law, which we can discuss as needed.

➤ **Classes of E-Bikes:**

- (A)“Class 1 electric bicycle” means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.
- (B)“Class 2 electric bicycle” means an electric bicycle equipped with a motor that may be used exclusively to propel the electric bicycle and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.
- (C)“Class 3 electric bicycle” means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 28 miles per hour.
 - Speed on sidewalks is limited to 15 mph, presenting conflict with Class 2 and 3 usage.
 - Visual identification of class types is difficult; a possible tagging program was suggested for enforcement visibility.

➤ **Enforcement and Safety Challenges:**

- Speed enforcement is largely ineffective due to limited radar/laser usability and lack of flat surfaces.
- Riders often fail to use onboard features like horns or speedometers.
- Lack of rider education noted—especially around courtesy practices like giving audible warnings on sidewalks.
- Concerns over limited driver sight lines and narrow roadways/sidewalks, particularly around Airport Road.
- e-Bikes far exceeding legal limits (e.g., 5,000-watt battery, 40+ mph).

➤ **Infrastructure Limitations**

- Discussion about wider multi-use paths versus lack of designated bike lanes on many city roads.
 - Consideration of reallocating road width for bike lanes, with anticipated driver resistance.
 - Concerns about visibility issues at ingress/egress points, especially with fast-moving e-bikes reducing driver reaction time.
- **Current Regulations & Legal Considerations:**
- Florida state law does not require licenses or insurance for e-bike riders.
 - Helmets are only required for riders 16 years or younger.
 - The city already prohibits rental of e-scooters; a proposal to extend that ban to eBike rentals was raised.
 - Amazon and other similar websites sells eBikes with a 5k wattage batter that enables it to go 40-45 mph and weighs 100lbs.
 - The implications if someone get clipped by one of these is high, and it's going to hurt that person.
 - Ambiguity exists on whether current code language already includes seated devices like e-bikes.
- **Comparative Municipal Approaches:**
- Examples from Sanibel Island and Fort Myers Beach
 - Sanibel allows only Class 1 bikes on shared paths.
 - Fort Myers recently passed a first reading to limit sidewalk e-bike speeds to 10 mph, with yield requirements to pedestrians when safety is endangered.
- **Equity and Education Concerns**
- Current education efforts through PSAs (including in Spanish and Portuguese) are ongoing but may need expansion.
 - Distracted driving and pedestrian unawareness noted as compounding safety risks.
- **Technical Limitations**
- Limiting based on battery wattage (750-watt max for legal e-bikes).
 - Suggestion to develop a city certification/inspection program to verify and label legal e-bikes for easy field identification.
- **Action Items & Next Steps**
- All participants are encouraged to review the topics discussed and reflect on possible action items, focusing on:
- **Feasibility**
- Cost
- **Implementation of Logistics**
- Responsible departments or staff

- A shortlist of potential policy recommendations will be developed for presentation to the City Council at a future meeting.
- City Attorney (Kim Kopp) will be consulted to assess:

➤ **Legal limits of sidewalk restrictions**

- Ability to regulate or prohibit rentals
- Impact of federal/state funding on limiting e-bike access to multi-use paths

➤ **Outstanding Questions**

- Can the city prohibit e-bike use on sidewalks without jeopardizing grant-funded infrastructure?
- Should the city consider location-based restrictions (e.g., Crystal Beach, Holiday Isle)?
- Can a wattage-based enforcement policy be implemented effectively in the field?
- Would expanding the rental ban to include e-bikes reduce congestion and safety issues?

C) 2024 Annual Report/2025 Work Plan

Chairman Wood spoke of their goals and asked the members to review them and bring back at their meetings anything they feel may need to be added or changed. He will keep track of the motions and present to Council, briefing them on each of the items and the ones that get finalized. He also asked the members to look at their areas of assignments and reminded them of their duties to look out for, and any items that need immediate attention to report them to Public Works.

Mr. Bodi, the Deputy Public Works Director provided the members with their department email address that everyone should use to send their items of concern they see that needs immediate attention, and staff will track those, and they'll be discussed at their next scheduled meeting.

Committee member Smith asked if he could be reassigned to past member Sam Perman's section in Crystal Beach since he is over there the most. Chairman Wood stated that section four (4) will be assigned to the next new member but asked for everyone to keep an eye out for anything when they are over in that area.

D) Crosswalk on Beach Drive/Mountain/Seaview

Mr. Bodi, the Deputy Public Works Director provided the members with optional locations to recommend to the City Council for the crosswalk to be installed. After a brief discussion of the advantages of each, **Chairman Wood made the motion to recommend the crosswalk to be installed at north end of Mountain on Beach Drive with rapid flashing beacons to be installed. Committee member Smith provided the second.** In discussion, Committee member Green stated that he feels that a crosswalk should also be installed at the southern location as well, that was provided by staff. **Committee member Green made a substitute motion to recommend a crosswalk be installed at the southern location as well as a crosswalk installed at the northern end of Mountain Drive on Beach Drive with the rapid flashing beacons at this location. The motion passed with a unanimous vote of 6-0.**

Mr. Bodi, the Deputy Public Works Director asked the members if they were intending to use their budgeted funds to purchase the rapid flashing beacons for this, they would need to make that recommendation to Council to approve the purchase. Committee member Smith asked for assurance that they will be the kind that are actuated by the pedestrian and not stay on all the time. Mr. Bodi assured him that they are indeed the ones to be actuated. **Motion by Committee member Bell, seconded by Chairman Wood, the members voted 6-0, to recommend the City Council approve allocating \$100k for the purchase of the rapid flashing beacons to be installed at the Mountain Drive Beach Drive north crosswalk.**

6. CONTINUING BUSINESS:

➤ **Stormwater/Floodplain Public Comments**

Chairman Wood opened the floor for public comments on this item. With no one coming forward, he closed the public discussion on the topic.

7. MEMBER DISCUSSION ITEMS:

➤ **Committee Member Smith** – Asked about the status of the City Engineer position. Mr. Bodi informed the members that the City Manager has made the offer of the position to his top applicant and the applicant is discussing it over with his family, since they would be moving from Shreveport, LA.

➤ **Committee Member Green** – Encouraged the members to read over the rules for the eBikes and know what the rules are. Noting that he feels strongly about some sort of licensing program needs to be in place.

➤ **Chairman Wood** – Mentioned for the members to read the information on e-bikes, work on work plans to bring back to their next meetings and be sure to provide staff with anything they want to bring up on an upcoming meeting agenda by the last Tuesday of the month.

➤ **Committee member Bell** – Stated that she would contact different municipalities and get their information on their eBike regulations and bring back to the next meeting for discussion.

8. ADJOURNMENT:

Having no further business at this time, the meeting adjourned at 7:30 p.m.

Adopted and approved this _____ day of _____ 2025.

James T. Wood, Jr. Chairman

Kim Montgomery, Deputy City Clerk

**MINUTES
HARBOR COMMUNITY REDEVELOPMENT AGENCY
ADVISORY COMMITTEE MEETING
MARCH 12, 2025 - 5:30 PM
DESTIN CITY HALL ANNEX CHAMBERS**

1. CALL TO ORDER:

The Harbor Community Redevelopment Agency Advisory Committee meeting was called to order by Chairman Stephens in the Destin City Hall Annex Council Chambers at 5:30 p.m., on March 12, 2025, followed immediately with the Pledge of Allegiance.

2. ROLL CALL:

Present

John Stephens
Casey Jones
Guy Tadlock
Lance Johnson

Staff Present

Kim Montgomery Deputy City Clerk
Daniel Butler Principal Planner
Krystal Strickland Finance Director
Kyle Bauman Special Projects Counsel

3. AGENDA APPROVAL:

Motion to approve the agenda by Committee member Johnson, with Committee member Jones providing the second.

4. MINUTES FOR APPROVAL: February 12, 2025 Minutes

Motion by Committee member Jones, seconded by Committee member Tadlock the members approved the minutes of the February 12, 2025, meeting as written with a 4-0 vote.

5. NEW BUSINESS:

A) Sunshine Law – Kyle Bauman

➤ **Code of Ethics:**

- Avoid conflicts of interest; when in doubt, consult city attorney or staff.
- Sunshine Law: All discussions between board members related to board business must occur in public meetings.
- Public Records Law: All communication (emails, texts, etc.) on city-related matters is subject to public records.
- Robert's Rules of Order: Used as a guideline to run meetings, but not mandatory; however, it does help maintain order.

B) Long Term Financials – Krystal Strickland

- CRA committed \$4M to undergrounding of utilities.
- CRA will need General Fund assistance for debt service payments until ~ 2028.
 - Short term \$500K is kept in the account to make payments until the cash flow starts.
- County matches city CRA contribution 1:1 (e.g., \$557K in FY25=\$1.1M).

- The 557K came from a 2003 estimated millage rate and property value increase
- Harbor CRA projected to accumulate \$11.6M by 2043.
- Staff encourages the members to pursue grants and collaborative improvements despite short-term funding limits.

C) Development and City Projects Update – Daniel Butler

Principal Planner Daniel Butler provided the members with the following:

- Initial Phase of the Underground utility work has begun (Bridge to Airport Road segment).
- Several phases are planned; sequencing of future phases is to be determined.
- Ongoing issues with utility strikes by third-party utilities such as Gigapower and Live Oak, which is separate fiber optic installation work being done and is not associated with the undergrounding of the utilities.
 - Staff has met with them to address and try to rectify the problems they're causing.
 - Contacts shared:
 - **Code Compliance:** 850-837-4242
 - **Live Oak Support:** 1-888-454-8362
 - **Gigapower Email:** info@gigapower.com
 - Restoration of any damaged property is expected from contractors, enforcement via code compliance.
- Emerald Grande (Baby Grande):
 - The developer holds a vested development order but must submit for a Minor Development Order to undergo compliance review with the City Council to ensure that the proposed project complies with the codes when passed, and if they are planning anything otherwise, it would have to be consistent with that approval process as well.
 - Two public hearings will be required.
 - First compliance review tentatively set for **April 21st**.

6. COMMITTEE MEMBER COMMENTS:

➤ **Chairman Stephens** – Request staff to invite the Sheriff’s Office to attend an upcoming meeting to discuss crime & safety in the Harbor District. Will discuss additional work plan ideas with Councilwoman Trammell’s presentation next month.

➤ **Committee member Johnson** – Expressed appreciation to Krystal and city staff for financial clarifications and transparency for the Harbor CRA-AC Financials.

7. ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 6:15 PM.

Adopted and approved this _____ day of _____ 2025.

John Stephens, Chairman

Kim Montgomery, Deputy City Clerk

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**MINUTES OF THE
PARKS & RECREATION COMMITTEE
MEETING DESTIN CITY HALL BOARDROOM
MARCH 25, 2025, - 4:00 PM**

1. CALL TO ORDER:

Chairwoman Weidenhamer called the Parks & Recreation meeting to order at 4:03 p.m. on Tuesday, March 25, 2025, in the Destin City Hall Boardroom.

2. ROLL CALL:

Members Present

Autumn Weidenhamer
Bryan Otto
Jessica Julian
Jan McGraw

Members Absent

Allison Stephens

Staff Present

Lisa Firth Parks & Recreation Director
Ryan Reed P&R Deputy Director
Bryan Kellar Recreation Supervisor
Joe Bodi Deputy Director Public Works
Sharon Gardner Records Mgmt. Specialist

3. APPROVAL OF MINUTES:

A.) February 25, 2025, Parks and Recreation Committee Meeting Minutes.

Motion made by Vice Chairman Bryan Otto and seconded by Committee member Jessica Julian to approve the minutes from February 25, 2025. The motion passed 4-0.

Chairwoman Weidenhamer announced the new members of the committee and asked for a motion to add the introductions to the Agenda. The motion was made by Vice Chairman Bryan Otto with Committee member Jessica Jullian providing the second. The motion passed unanimously 4-0.

New committee members Jessica Julian and Jan McGraw introduced themselves, each expressing their interest and excitement at being involved in the decision-making process for the city and how happy they were to be here. Vice Chairman Bryan Otto provided a brief introduction of himself to the new members and welcomed them on the committee. Chairwoman Autumn Weidenhamer noted this was her first meeting as the chairwoman, and she thanked the group for their patience as she learned the role.

Parks and Recreation Director Lisa Firth approached the committee with a digital proof she had just received regarding the signage for the upcoming Pooch Palooza and asked for approval to order the signs.

Motion made by Vice Chairman Otto to approve the signage, with Committee member Jessica Jullian providing the second. The motion passed unanimously 4-0.

4. NEW BUSINESS

A.) Committee Training

B.) Captain Royal Melvin Park Sidewalk

Councilwoman Trammell who was present at the meeting to provide the Committee Training asked Chairwoman Weidenhamer to change the order of the day and have Public Works Deputy Director Joe Bodi present his item regarding Captain Royal Melvin Park Sidewalk first as his presentation wouldn't be as lengthy as the Committee Training. Chairwoman Weidenhamer approved the change and welcomed Mr. Bodi to the dais.

Joe Bodi, Deputy Director for Public Works, presented details on the sidewalk project for Captain Royal Melvin Park, which includes replacing a 5-foot sidewalk with a 10-foot multi-use pathway. He explained this change is necessary to comply with the city's multimodal transportation requirements, and this project will also involve relocating the bike rack, removing an old driveway cut, and installing raised curbing. This project is moving through the development order process and will be presented to the City Council for approval at their first meeting in April. Vice Chairman Bryan Otto asked why the project was necessary, given that the park had been recently built. Mr. Bodi explained that the original sidewalk didn't meet the required code, and there are other necessary repairs and upgrades, including the relocation of the bike lane and repairs to damaged sections due to electrical upgrades. Councilwoman Trammell inquired if the \$34,000 for the project was budgeted, and Mr. Bodi confirmed that parts of it were, but additional funds would need to be found to cover some of the repairs. Committee member Otto expressed concern about preventing such oversights in the future. Mr. Bodi noted that requiring a development order for each project would help ensure that all requirements are met in the future.

Motion was made by Vice Chairman Bryan Otto that the Parks & Recreation Committee recommend that City Council approve the Captain Royal Melvin Park, a Minor Development Order, as presented. Committee member Jessica Jullian provided the second and the motion passed unanimously 4-0.

B. Sunshine Laws/Public Records Act Presentation – Council member Sandy Trammell

- Discussion of Sunshine Laws and its implications for committee members.
- Explanation of communication restrictions between committee members outside of a public meeting.
- Emphasis on avoiding any informal discussions regarding committee matters outside of public meetings.
- Provided guidance on Public Records Act compliance, including maintaining emails, text messages, and social media interactions.
 - Cautionary examples were provided, highlighting past violations and their consequences, including having all personal devices confiscated and possible removal from office with legal repercussions.

- Discussion on ethics standards and avoiding conflicts of interest and how meetings generally follow Robert's Rules of Order.
 - Members were reminded not to use their positions for personal advantage and once a motion has passed, even if they are not in agreement and voted against the motion, they need to support it, when it goes forward to City Council.
 - Clarification on interactions with applicants and public officials to ensure unbiased decision-making.

5. OLD BUSINESS

A.) Workplans

1. Park Inspections and Reporting:

The committee's discussion about work plans emphasized the importance of early planning for maintenance, especially for large projects, to ensure they are included in the budget for the following year. If significant repairs or equipment additions are needed, the committee must decide whether to fund them through the budget or through fundraising efforts. Committee members are expected to submit their park evaluations to Director Firth who coordinates the follow-up with the maintenance team. Vice Chairman Otto asked for someone to take the month of April to inspect the dog park, and that the committee will split the list of the remaining parks to be inspected the rest of the year. Committee member Jessica Jullian agreed to inspect the dog park for the month of April.

Parks & Recreation Director Lisa Firth spoke about how her team was really excited to see some extra maintenance happening at the parks and recreation fields. Eight non-park properties have been reassigned to other staff, which has allowed park maintenance teams to focus more on the recreation fields and parks. This shift in staffing has resulted in more dedicated resources for the parks, which has improved overall maintenance. Staff morale has improved as workers, who previously handled non-park properties, are now more involved with recreational fields and maintenance tasks they've never had the opportunity to handle before.

6. COMMITTEE MEMBER COMMENTS/QUESTIONS

A.) Autumn Weidenhamer-Chairwoman

1. Pooch Palooza-Flyers have been distributed, and updates have been shared on social media (Friends of the Destin Dog Park, Destinites, and others), along with a radio promotion on Destin FM. Chairwoman Weidenhamer suggested further sharing the information on Facebook and Director Firth confirmed some cross-posting had been done.

Vendor setup was discussed as was event space setup for demonstrations and other activities that will require more space. Special arrangements will be made to ensure that areas are appropriately closed off or open for the public to safely participate in the event. The Blessing of the Dogs and raffle prizes are also major highlights of this event,

DRAFT

and the team is close to finalizing the event preparations, with a clear plan for set-up and day-of operations.

2. Parks and Recreation Committee Expectations-Chairwoman Weidenhamer reminded the members that if anyone wants to own or create a work plan, that it can be brought forward at any time and the committee can review it.

B.) Bryan Otto-Vice Chairman-

Vice Chairman Otto welcomed the new members again.

C.) Jessica Jullian-

Expressed appreciation for the collaboration between the committee and the staff and acknowledged the role of the committee in assisting the staff with various tasks, emphasizing her willingness to support them in any way possible.

D.) Jan McGraw-

Commented she hasn't been to all the parks yet but is excited to go and see them, as well as taking her grandkids to them.

7. STAFF REPORTS

A.) Arbor Day- Ryan Reed, Parks & Recreation Deputy Director

Deputy Director Reed announced that April 25th will be Arbor Day 2025, and that they still needed to decide on a location for the tree planting. The group discussed the timeline, including ensuring that everything is ready before the event. Vice Chairman Otto and staff discussed the costs of donating a tree, dedicating a tree or bench in honor of someone, and the application process for this. It was discussed that tree prices ranged from \$350-\$500, and the application process for dedicating a tree or bench would have had to begin by January for this year's event.

The Kell-Air South neighborhood near the park was discussed as the location for Arbor Day 2025.

Motion made by Vice-Chairman Otto to approve the Kell-Air South location with Committee member Jessica Jullian providing the second. Unanimously approved 4-0.

Director Firth suggested that Aubrey Santucci, who has expertise as an arborist, be invited to speak at the event as she is familiar with the process of tree planting and can contribute valuable insights. Director Firth and other staff and committee members expressed a willingness to speak if needed. There were questions about involving children in the event, as it was noted that the involvement of schoolchildren could add to the ceremony's success, as it had in previous years. However, challenges related to transportation for the children were raised, with suggestions to reach out to local schools for participation.

B.) Easter Egg Hunt

April 19th is the Easter Egg Hunt at Morgans Sport Center beginning at 9a.m. Director Firth asked the committee members to let her, or Recreation Supervisor Bryan Kellar know if they will be there.

Director Firth also mentioned that May 3rd, the first Saturday in May, is Founders Day, and they always need volunteers for that. She noted that the Primrose Boat will be 100 years old this year, and the Destin Fishing and History Museum will have a birthday party for it that day.

8. COMMENTS FROM THE AUDIENCE -None

9. CLOSING REMARKS & ADJOURNMENT

Chairwoman Weidenhamer announced the next meeting will be April 22nd.

10. PUBLIC COMMENTS- None

ADJOURNMENT:

Having no further discussions, the meeting adjourned at 5:57 PM

Adopted and approved this _____ day of _____ 2025.

Autumn Weidenhamer, Chairwoman

Sharon Gardner Records Mgmt. Specialist

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 7, 2025

TYPE OF AGENDA ITEM: Announcement

AGENDA OUTLINE NUMBER: 4.H.

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:

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: April 7, 2025
BOARD/COMMITTEE: City Council
TYPE OF AGENDA ITEM: Ordinance
OUTLINE NUMBER: 5.A.

TO: City Council

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

FROM: Joe Bodi, Deputy Director, Public Works
Michael Burgess, Public Works Director
Steve O'Connor, Deputy Community Development Director

DATE: February 26, 2025

SUBJECT: Second Reading Ordinance 24-05-CN - Abandonment of a segment of environmental preservation area in Pine Ridge Trace Subdivision.

I. BACKGROUND: Amanda Belcher, property owner of 6 Pine Ridge Trace, is requesting approval of a vacation of right-of-way. The proposed vacation will consist of a portion of the Environmental Preservation Area/Right of Way west of 6 Pine Ridge Trace. Pine Ridge Trace Subdivision is requesting to vacate abandon, discontinue and close a portion of the Environmental Preservation Area Right of Way west of 6 Pine Ridge Trace in Pine Ridge Trace Subdivision in Destin. (see attached survey).

The proposed request is in accordance with the requirements found under **Article - 8, Section 8.01.00, subsection D. 1 & 2. of the LDC.**

II. DISCUSSION: The proposed request is in accordance with the requirements found under **Article - 8, Section 8.01.00, subsection D. 1 & 2. of the LDC:**

The City Attorney shall review the application for legal sufficiency. The City Engineer shall provide a recommendation to the Local Planning Agency. The Local Planning Agency shall provide a recommendation to the City Council. The City Council will make a determination to approve or deny the application to vacate a ROW/easement based upon a finding that all the following requirements are met:

1. The requested vacation is consistent with the comprehensive plan.

Staff Findings: The proposed vacation does not appear to conflict with the comprehensive plan.

2. The ROW does not provide the sole access to any property.

Staff Findings: Access to the adjoining property shall remain unchanged. No other access to private property shall be impacted. Cross access to the remaining portion of the Environmental Preservation Area Right of Way in this area shall be by easement to the City.

3. The vacation would not jeopardize the current or future location of any utility.

Staff Findings: All the utility agencies have submitted clearance letters identifying no significant impact from this vacation.

4. The proposed vacation is not detrimental to the public interest. City ownership of the ROW is no longer necessary to accomplish any valid city purpose. The city has not granted any easements, which will be adversely affected by the vacation.

Staff Findings: Currently, the proposed portion of the Environmental Preservation Area Right of Way is to be vacated, abandoned, discontinued, closed, and used by the applicant. The area has historically not been open to the public, and no documentation has been found defining its purpose.

5. No city-owned right-of-way, or any portion thereof, may be vacated if the city's right-of-way shares any boundary with a water body.

Staff Review: No City-owned property that shares a boundary with a water body is part of this vacation request.

The proposed request has been formalized by a draft ordinance, as shown in the attached legal description and general vicinity map. The City Council must provide findings and recommendations for all requirements identified in **Article 8, Section 8.01.00.D**.

On January 16, 2025, the Local Planning Agency passed a recommendation to City Council for approval of the vacation 5 to 1.

On March 3rd, the City Council passed the item on first reading to approve, 5-0 with Council Members Herbert & Destin abstaining.

A. Link to Strategic Goals / Objectives: N/A

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): N/A

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: The applicant has provided the required letters of approval from the applicable agencies outlined in **LDC Article 8.01.00.D**. The evidence and information provided

by the applicant demonstrates the application meets the intent of the Land Development Code (LDC). On January 16, the Local Planning Agency recommended approval of this vacation of Right-of-Way request.

IV. RECOMMENDED MOTION: I move that City Council adopt Ordinance 24-05-CN.

Attachments:

1. Ordinance 24 05 CN-EPA Pine Ridge Trace (1)
2. Revised ROW - Fully Highlighted Survey
3. Utility Clearance letters
4. List of butting property owners
5. Access Easement draft
6. CC announcemnt Mar 3
7. IMG_20250224_104251253_HD R
8. Pine Ridge Trace

ORDINANCE NO. 24-05-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR ABANDONMENT OF A SEGMENT OF ENVIRONMENTAL PRESERVATION AREA IN PINE RIDGE TRACE SUBDIVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Section 3.10 of the City Charter and Section 166,021, *Florida Statutes*.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the property owners of 6 Pine Ridge Trace have requested vacation, abandonment, discontinuation and closure of a portion of City Environmental Preservation Area in Pine Ridge Trace Subdivision; and

WHEREAS, upon passage of this Ordinance, Lot 6, Pine Ridge Trace Subdivision, with Parcel ID No.: 00-2S-22-2077-0000-0060 shall receive the vacated, abandoned, discontinued and closed portion of the Environmental Preservation Area that is identified and described in the language from the Legal from Boundary Survey stated below in Section 3; and

WHEREAS, the portion of the Environmental Preservation Area requested to be vacated, abandoned, discontinued and closed is not necessary to the traffic circulation within the City of Destin; and

WHEREAS, the request is consistent with the Comprehensive Plan; and

WHEREAS, access to the adjacent property from public Environmental Preservation Area will not be diminished by the approval of the request; and

WHEREAS, the approval of the request will not jeopardize the current or future location of any utilities; and

WHEREAS, the approval of the request is not detrimental to the public interest.

SECTION 3. VACATION ABANDONMENT, DISCONTINUANCE AND CLOSURE OF ENVIRONMENTAL PRESERVATION AREA. Based upon the above findings of fact, the City's Environmental Preservation Area interest and use in the following described property:

Per Official Records Book: 1818, at Page: 251, Lot 6, Pine Ridge Trace, as recorded in Plat Book 7, Pages 60-61, Public Records of Okaloosa County, Florida.

Legal from Boundary Survey:

EXHIBIT A

Beginning at the Northwest corner of aforementioned Lot 6, Pine Ridge Trace, proceed along the Westerly boundary of said Lot 6 S 28°04'33" W for 39.67 feet to the Southwest corner; thence N 61°49'47" W, 29.25 feet; thence run N 28°04'18" E a distance of 39.65 feet to the Southerly right-of-way of Bayou Drive (60' right-of-way); thence proceed along said right-of-way S 61°51'46" E for 29.25 feet to return to the Point of Beginning.

Contains 0.03 acres or 1,159.96 Sq. Ft. more or less.

is hereby vacated, abandoned, discontinued and closed and the City of Destin hereby waives, releases, and abandons all its right, title, and interest and renounces and disclaims all rights and obligations of the City and the Public in and to said portion of Environmental Preservation Area subject to easements for the location of all existing utilities including, but not limited to, water, sewer, gas, communications, and electrical.

SECTION 4. SEVERABILITY. Should any section or provision of this Ordinance, or any portion thereof, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part hereof, other than the part declared to be invalid.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon approval by City Council, signature of the Mayor.

ADOPTED THIS _____ DAY OF _____, 2025.

By:

Bobby Wagner, Mayor

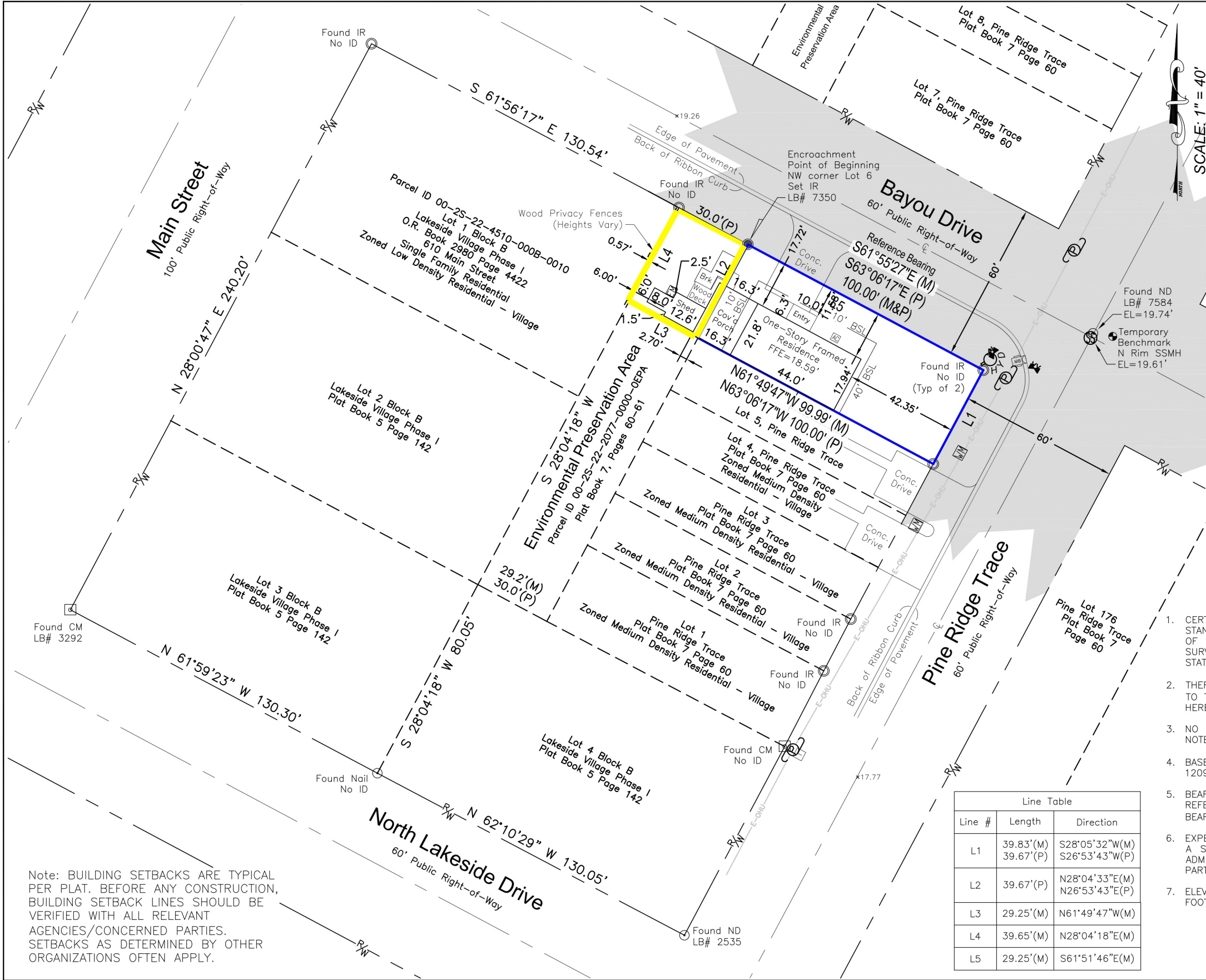
ATTEST:

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

Rey Bailey, City Clerk

Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____



03060Feet
Graphic Scale

SCALE: 1" = 40'

LEGEND

COV'D = COVERED
CONC. = CONCRETE
(P) = PLAT MEASURE
(M) = FIELD MEASURE
LB = LICENSED BUSINESS
IR = IRON ROD
CM = CONCRETE MONUMENT
ND = NAIL AND DISC
EL = ELEVATION
FFE = FINISHED FLOOR ELEVATION
R/W = RIGHT OF WAY
⊙ = POWER POLE
⊞ = TOLERISER

WM = WATER METER
AC = AIR CONDITIONER
EM = ELECTRIC METER/SERVICE ENTRY
⊙ = FIRE HYDRANT
⊙ = SEWER MAN HOLE
WV = WATER VALVE
MB = MAIL BOXES
BSL = BUILDING SETBACK LINES
X = SPOT ELEVATION SHOTS
⊙ = EXISTING MONUMENTS
⊙ = SET MONUMENT, LB# 7350
⊙ = BENCHMARK

LEGAL DESCRIPTION:
(Per Official Records Book: 1818, at Page: 251)
Lot 6, Pine Ridge Trace, as recorded in Plat Book 7, Pages 60-61, Public Records of Okaloosa County, Florida.
Contains 0.09 acres or 3,975.02 Sq. Ft. more or less.

Encroachment into Environmental Preservation Area (As Written)
Beginning at the Northwest corner of aforementioned Lot 6, Pine Ridge Trace, proceed along the Westerly boundary of said Lot 6 S 28°04'33" W for 39.67 feet to the Southwest corner; thence N 61°49'47" W, 29.25 feet; thence run N 28°04'18" E a distance of 39.65 feet to the Southerly right-of-way of Bayou Drive (60' right-of-way); thence proceed along said right-of-way S 61°51'46" E for 29.25 feet to return to the Point of Beginning.
Contains 0.03 acres or 1,159.96 Sq. Ft. more or less.

SURVEYOR'S NOTES:

- CERTIFICATION STATEMENT: THE 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 472.008 AND SECTION 472.027 OF THE FLORIDA STATUTES.
- THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
- NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED.
- BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM "FIRM" MAP COMMUNITY - PANEL NUMBER 12091C0486J, DATED MARCH 9, 2021, THE ABOVE DESCRIBED PROPERTY IS LOCATED IN ZONE X.
- BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, ALSO REFERENCED BY THE SOUTHERLY RIGHT-OF-WAY OF BAYOU DRIVE, HAVING AN OBSERVED GEODETIC BEARING OF S 61°55'27" E.
- EXPECTED USE OF THE SITE IS FOR RESIDENTIAL AND THE ACCURACIES FOR CLOSURE WERE EXCEEDED FOR A SUBURBAN SURVEY. THIS SURVEY TRUE AND CORRECT AS PER 5J-17.051 AND 5J-7.052, FLORIDA ADMINISTRATIVE CODE. NO ADDITIONS OR DELETIONS FROM THIS SURVEY WITHOUT CONSENT FROM SIGNING PARTY.
- ELEVATIONS ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988. CONTOUR INTERVALS ARE ONE FOOT IF SHOWN.

Line Table		
Line #	Length	Direction
L1	39.83'(M) 39.67'(P)	S28°05'32"W(M) S26°53'43"W(P)
L2	39.67'(P)	N28°04'33"E(M) N26°53'43"E(P)
L3	29.25'(M)	N61°49'47"W(M)
L4	39.65'(M)	N28°04'18"E(M)
L5	29.25'(M)	S61°51'46"E(M)

Note: BUILDING SETBACKS ARE TYPICAL PER PLAT. BEFORE ANY CONSTRUCTION, BUILDING SETBACK LINES SHOULD BE VERIFIED WITH ALL RELEVANT AGENCIES/CONCERNED PARTIES. SETBACKS AS DETERMINED BY OTHER ORGANIZATIONS OFTEN APPLY.

Shannon Clatchey Digitally signed by Shannon Clatchey
Date: 2024.06.29 07:08:57 -0500

Job Number: 23-0130
Cadd File: 23-0130 BND
Drawn By: RLC
Field Date: 8-09-2023
Field By: TS/HC
Field Bk/Pg: re224/6,7

Rev. _____ Date: _____
Rev. _____ Date: _____
Rev. _____ Date: _____

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BOUNDARY SURVEY
Lot 6
Pine Ridge Trace, Okaloosa County
6 Pine Ridge Trace, Destin, Florida 32541
Parcel ID 00-2S-22-2077-0000-0060

Rare Earth, Inc.
Professional Land Surveying & Land Planning
Office: 850.729.2722
Fax: 850.729.2797
www.rareearthfl.com

1430 Pine St.
Niceville, FL 32578
30°28'34.83" N, 86°24'28.23" W

Shannon Clatchey
Professional Surveyor
and Mapper Florida
Registration #6178
Business #7350



FPL

February 20, 2024

Attorney Jeff Burns
P.O. Box 4097
Shalimar, Florida 32579

RE: Partial Easement Release – 6 Pine Ridge Trace Destin, FL

Jeffrey,

It was a pleasure working with you. I did receive the \$250.00 check for the release. Find enclosed the original Partial Easement Release ready for recording. Please let me know if you any additional assistance.



Jim Jernigan
Senior Land Agent
Florida Power and Light Company
One Energy Place
Corporate Real Estate - BIN 0093
500 Bayfront Parkway
Pensacola, Florida 32520
850-444-6321

This instrument was prepared by:

Jim Jernigan
Florida Power & Light Company
One Energy Place
Corporate Real Estate - BIN 0093
500 Bayfront Parkway
Pensacola, Florida 32520

PARTIAL RELEASE OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, as the owner and holder of that certain Easement recorded in Official Records Book 1215, Page 1443 of the Public Records of Okaloosa County, Florida ("Easement"), for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by it, does hereby release so much of said Easement as lies within the following described real property:

See Exhibit A attached hereto and made a part hereof ("Released Property");

and hereby agrees that from and after the date hereof the herein described Released Property shall be freed of the Easement and the rights and privileges granted therein. This release applies only to the Released Property specifically described herein and in no way releases or affects other lands, if any, encumbered by the Easement.

[Signature and acknowledgment appear on following page.]

IN WITNESS WHEREOF, Florida Power & Light Company has caused this Partial Release of Easement to be signed this 15 day of February, 2024.

Florida Power & Light Company,
a Florida corporation

Signature: [Signature]
Print Name: Jim Ferrigan
500 Bayfront Parkway
Pensacola, Florida 32520

By: [Signature]
Print Name: William Maudlin
Its: Project Director, CRE

Signature: [Signature]
Print Name: Ronald Chambers
500 Bayfront Parkway
Pensacola, Florida 32520

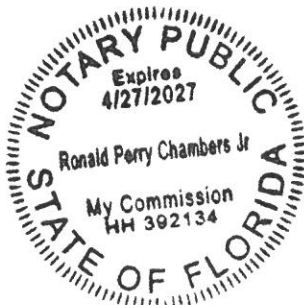
ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF Santa Rosa) SS:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of February, 2024, by William Maudlin, as Project Director, CRE of Florida Power & Light Company, a Florida corporation, on behalf of the corporation.

[NOTARIAL SEAL]

Notary: [Signature]
Print Name: Ronald Perry Chambers, Jr
Notary Public, State of Florida
My commission expires: 4/27/2027



☒ Personally Known OR ☐ Produced Identification
Type of Identification Produced _____

Exhibit A

*Encroachment into Environmental Preservation Area
(As Written)*

Beginning at the Northwest corner of aforementioned Lot 6, Pine Ridge Trace, proceed along the Westerly boundary of said Lot 6 S 28°04'33" W for 39.67 feet to the Southwest corner; thence N 61°49'47" W, 29.25 feet; thence run N 28°04'18" E a distance of 39.65 feet to the Southerly right-of-way of Bayou Drive (60' right-of-way); thence proceed along said right-of-way S 61°51'46" E for 29.25 feet to return to the Point of Beginning. Contains 0.03 acres or 1,159.96 Sq. Ft. more or less.

Subject: RE: Right of Way Vacation - Letter Request
Date: Tuesday, October 10, 2023 at 12:46:16 Central Daylight Time
From: Dixon, Roger (CCI-Southeast) <Roger.Dixon@cox.com>
To: Jeffrey Burns <jburns@burnsfirmlegal.com>
Attachments: image001.png, Exhibit A - ROW Survey.pdf, Exhibit B - Title Search.pdf

Mr. Burns,

Cox has no objections to this request to vacate the ROW as described. Cox has no facilities that would be impacted in the requested vacate location.

Thank you,

Roger Dixon
SR Construction Planner
Outside Plant Construction Gulf Coast
320 Racetrack Rd. NW, Fort Walton Beach, FL 32547
Office 850-314-8163 Cell 850-259-5083



[Access OSP Resources and Support Requests Here](#)

E-MAIL CONFIDENTIALITY NOTICE: The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited. "

 Please don't print this e-mail unless it's necessary. Go Green.

From: Jeffrey Burns <jburns@burnsfirmlegal.com>
Sent: Tuesday, October 10, 2023 11:38 AM
To: Dixon, Roger (CCI-Southeast) <Roger.Dixon@cox.com>
Subject: [EXTERNAL] Right of Way Vacation - Letter Request

Mr. Dixon,

I represent Amanda Belcher, owner of 6 Pine Ridge Trace, Destin, Florida 32541 (Okaloosa County Parcel ID# 00-2S-22-2077-0000-0060). Ms. Belcher is requesting a vacation of a portion of a right of way located on the rear lot line of her property, the portion of which is represented in green on the Survey attached as Exhibit "A".

In order to submit a Right of Way Vacation Application to the City of Destin we will need an approval email or letter stating no objections, or recommending denial for a reason.

The Okaloosa County Parcel ID# for the entire Right of Way is 00-2S-22-2077-0000-0EPA, and the portion to be vacated is described on the attached Survey as:

“Encroachment into Environmental Preservation Area (As Written) Beginning at the Northwest corner of aforementioned Lot 6, Pine Ridge Trace, proceed along the Westerly boundary of said Lot 6 S for 39.67 feet to the Southwest corner; thence N thence run N right-of-way of Bayou Drive (60' right-of-way); thence proceed along said right-of-way S 61° 51'46" E for 29.25 feet to return to the Point of Beginning. Contains 0.03 acres or 1,159.96 Sq. Ft. more or less.”

While the Right of Way is described as an Easement Preservation Area, the Easement Preservation Area was dedicated to the City in the 1980s, and the City considers it to be a Right of Way. Indeed, the Title Work attached as Exhibit "B" indicates that the City of Destin is the owner of the Easement Preservation Area constituting the Right of Way.

In closing, my client needs an approval letter stating no objections or recommending denial for a reason.

Please feel free to call if you have any questions.

Attorney Jeff Burns

Florida Bar and Alabama Bar Member,
Florida Supreme Court Certified Circuit Civil Mediator, and
Former Florida Circuit Court Judge

P.O. Box 4097
Shalimar, Florida 32579
jburns@burnsfirmllegal.com
(850) 582-5765
www.burnsfirmllegal.com

Subject: FW: Right of Way Vacation - Letter Request
Date: Tuesday, October 10, 2023 at 13:17:02 Central Daylight Time
From: MANNING, TOM <tm2709@att.com>
To: Jeffrey Burns <jburns@burnsfirmlegal.com>
CC: CHANDLER, JASON <jc5372@att.com>
Attachments: image001.png, Exhibit A - ROW Survey.pdf, Exhibit B - Title Search.pdf

Good afternoon Mr. Burns. I have reviewed the AT&T plats and the Company has no facilities in the environmental protection area located at the rear of 6 Pine Ridge Trace in Destin, Florida. AT&T Florida has no objection to the vacation of this easement.

Sincerely,

Tom Manning

SR Specialist OSP PIng and Engrg Design
Access-Construction & Engineering

AT&T Florida

6689 E. Magnolia St.
Milton, FL 32570-3682

m: 850-463-5176 | tm2709@att.com



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From: Jeffrey Burns <jburns@burnsfirmlegal.com>
Sent: Tuesday, October 10, 2023 12:09 PM
To: MANNING, TOM <tm2709@att.com>
Cc: FILLINGIM, MICHAEL <mf2504@att.com>
Subject: Right of Way Vacation - Letter Request

Mr. Manning,

I represent Amanda Belcher, owner of 6 Pine Ridge Trace, Destin, Florida 32541 (Okaloosa County Parcel ID# 00-2S-22-2077-0000-0060). Ms. Belcher is requesting a vacation of a portion of a right of way located on the rear lot line of her property, the portion of which is represented in green on the Survey attached as Exhibit "A".

In order to submit a Right of Way Vacation Application to the City of Destin we will need an approval email or letter stating no objections, or recommending denial for a reason.

The Okaloosa County Parcel ID# for the entire Right of Way is 00-2S-22-2077-0000-0EPA, and the portion

to be vacated is described on the attached Survey as:

"Encroachment into Environmental Preservation Area (As Written) Beginning at the Northwest corner of aforementioned Lot 6, Pine Ridge Trace, proceed along the Westerly boundary of said Lot 6 S for 39.67 feet to the Southwest corner; thence N thence run N right-of-way of Bayou Drive (60' right-of-way); thence proceed along said right-of-way S 61° 51'46" E for 29.25 feet to return to the Point of Beginning. Contains 0.03 acres or 1,159.96 Sq. Ft. more or less."

While the Right of Way is described as an Easement Preservation Area, the Easement Preservation Area was dedicated to the City in the 1980s, and the City considers it to be a Right of Way. Indeed, the Title Work attached as Exhibit "B" indicates that the City of Destin is the owner of the Easement Preservation Area constituting the Right of Way.

In closing, my client needs an approval letter stating no objections or recommending denial for a reason.

Please feel free to call if you have any questions.

Attorney Jeff Burns

Florida Bar and Alabama Bar Member,
Florida Supreme Court Certified Circuit Civil Mediator, and
Former Florida Circuit Court Judge

P.O. Box 4097
Shalimar, Florida 32579
jburns@burnsfirmllegal.com
(850) 582-5765
www.burnsfirmllegal.com

Subject: RE: Right of Way Vacation - Letter Request
Date: Tuesday, October 10, 2023 at 18:21:39 Central Daylight Time
From: Mitch Anderson <MitchAnderson@okaloosagas.com>
To: Jeffrey Burns <jburns@burnsfirmlegal.com>
CC: ryanburns@okaloosagas.com <ryanburns@okaloosagas.com>

Looks good to me, we don't have any gas in that ROW. I don't see us wanting to utilize it in the future either since we prefer to not have the gas in the back of the homes. We don't object to the vacation of the ROW for Okaloosa County Parcel ID# 00-2S-22-2077-0000-0060. If you need anything additionally from me please let me know.

Mitch Anderson
Okaloosa Gas District
Engineering Supervisor
850-420-6612

From: Jeffrey Burns <jburns@burnsfirmlegal.com>
Sent: Tuesday, October 10, 2023 11:47 AM
To: Mitch Anderson <MitchAnderson@okaloosagas.com>
Cc: ryanburns@okaloosagas.com
Subject: Right of Way Vacation - Letter Request

Mr. Anderson,

I represent Amanda Belcher, owner of 6 Pine Ridge Trace, Destin, Florida 32541 (Okaloosa County Parcel ID# 00-2S-22-2077-0000-0060). Ms. Belcher is requesting a vacation of a portion of a right of way located on the rear lot line of her property, the portion of which is represented in green on the Survey attached as Exhibit "A".

In order to submit a Right of Way Vacation Application to the City of Destin we will need an approval email or letter stating no objections, or recommending denial for a reason.

The Okaloosa County Parcel ID# for the entire Right of Way is 00-2S-22-2077-0000-0EPA, and the portion to be vacated is described on the attached Survey as:

"Encroachment into Environmental Preservation Area (As Written) Beginning at the Northwest corner of aforementioned Lot 6, Pine Ridge Trace, proceed along the Westerly boundary of said Lot 6 S for 39.67 feet to the Southwest corner; thence N thence run N right-of-way of Bayou Drive (60' right-of-way); thence proceed along said right-of-way S 61° 51'46" E for 29.25 feet to return to the Point of Beginning. Contains 0.03 acres or 1,159.96 Sq. Ft. more or less."

While the Right of Way is described as an Easement Preservation Area, the Easement Preservation Area was dedicated to the City in the 1980s, and the City considers it to be a Right of Way. Indeed, the Title Work attached as Exhibit "B" indicates that the City of Destin is the owner of the Easement Preservation Area constituting the Right of Way.

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Please feel free to call if you have any questions.

Attorney Jeff Burns

Florida Bar and Alabama Bar Member,
Florida Supreme Court Certified Circuit Civil Mediator, and
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jburns@burnsfirmllegal.com
(850) 582-5765
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10/24/2023



Amanda J. Belcher
6 Pine Ridge Trace
Destin, FL 32541

P858305
No Reservations/No Objection

SUBJECT: Vacation request for a portion of the Environmental Preservation Area right-of-way adjacent to Lot 6, Pine Ridge Trace, as recorded in Plat Book 7, Pages 60-61, of the Public Records of Okaloosa County, Florida.

To Whom It May Concern:

CenturyLink of Florida, Inc. d/b/a CENTURYLINK ("CenturyLink") has reviewed the request for the subject vacation and has determined that it has no objections with respect to the areas proposed for vacation as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

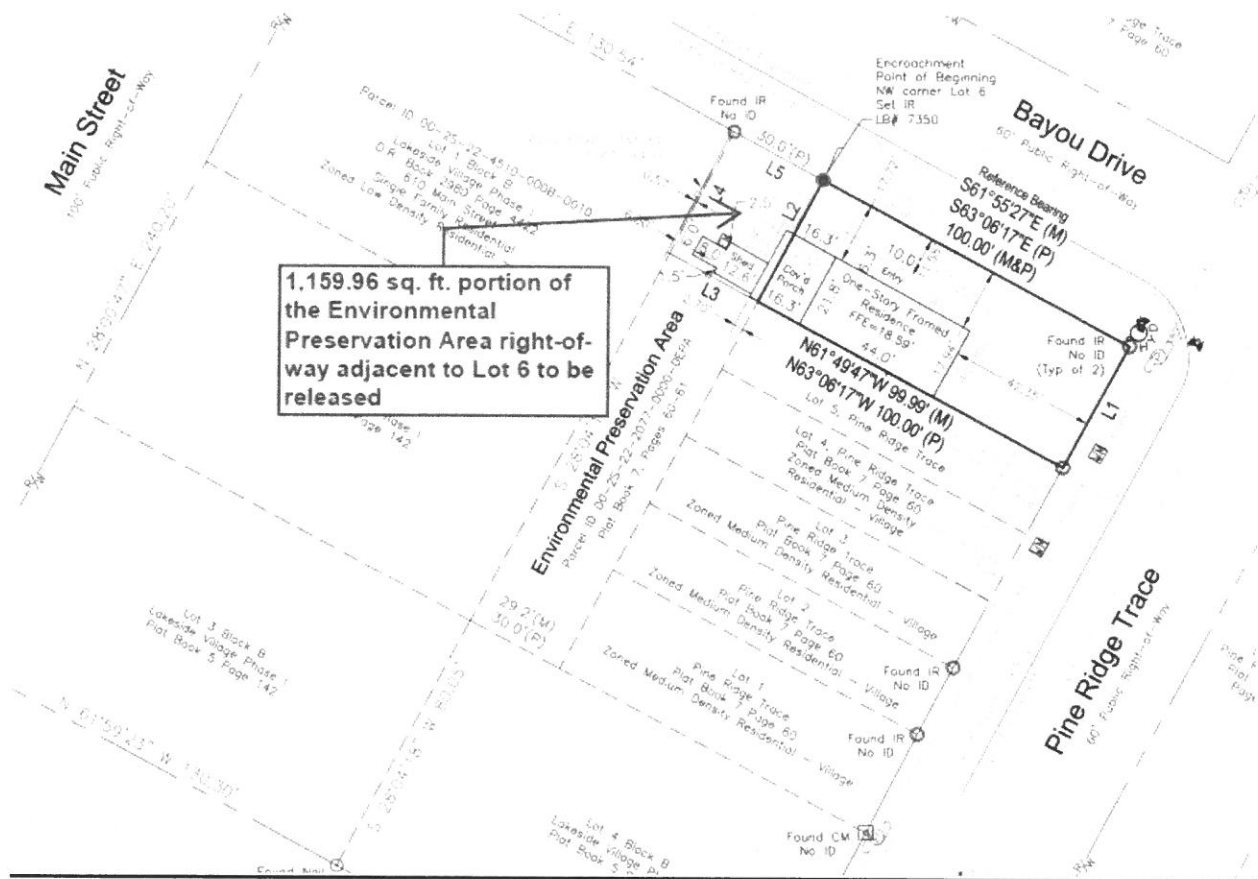
It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

If you have any questions, please contact Ryan Stiglets at 405-289-5650 or ryan.stiglets@lumen.com.

Sincerely,
CenturyLink Right of Way Team

Pine Ridge Trace



Proposed area located within Pine Ridge Trace, a Townhome Development, to be vacated:

All that portion of the Environmental Preservation Area right-of-way lying adjacent to and abutting Lot 6, Pine Ridge Trace, as recorded in Plat Book 7, Pages 60-61, Public Records of Okaloosa County, Florida, more particularly described as follows:

Beginning at the Northwest corner of aforementioned Lot 6, Pine Ridge Trace, proceed along the Westerly boundary of said Lot 6 S 28°04'33" W for 39.67 feet to the Southwest corner; thence N 61°49'47" W 29.25 feet; thence run N 28°04'18" E a distance of 39.65 feet to the Southerly right-of-way of Bayou Drive (60' right-of-way); thence proceed along said right-of-way S 61°51'46" E for 29.25 feet to return to the Point of Beginning. Contains 0.03 acres or 1,159.96 Sq. Ft. more or less

Subject: RE: Right of Way Vacation Application - Letter Request
Date: Monday, October 30, 2023 at 10:57:46 Central Daylight Time
From: Monica Wallis
To: Jeffrey Burns
CC: Lockwood Wernet

Jeff –

DWU has been in discussions with the City about this Environmental Preservation Area and the need for potential easements. The area behind Mrs. Belcher's property is not currently an area of concern for needing an easement and therefore we have no objection to her request of this area.

Please let me know if you have any further questions.

THANKS!

Monica M. Wallis, P.E.
Operations Manager
Destin Water Users, Inc.
14 Industrial Park Lane
Destin, FL 32541
850-837-6146
850-337-3945 – Direct
850-699-3665 – Cell
850-837-0465 – Fax

From: Jeffrey Burns <jburns@burnsfirmlegal.com>
Sent: Tuesday, October 10, 2023 10:11 AM
To: Monica Wallis <mwallis@dwuinc.com>
Subject: Right of Way Vacation Application - Letter Request

External Email: Caution

Monica,

I hope all is well.

I represent Amanda Belcher, owner of 6 Pine Ridge Trace, Destin, Florida 32541 (Okaloosa County Parcel ID# 00-2S-22-2077-0000-0060). Ms. Belcher is requesting a vacation of a portion of a right of way located on the rear lot line of her property, the portion of which is represented in green on the Survey attached as Exhibit "A". In order to submit a Right of Way Vacation Application to the City of Destin we will need an approval email or letter stating no objections, or recommending denial for a reason.

The Okaloosa County Parcel ID# for the entire Right of Way is 00-2S-22-2077-0000-0EPA, and the portion

to be vacated is described on the attached Survey as:

"Encroachment into Environmental Preservation Area (As Written) Beginning at the Northwest corner of aforementioned Lot 6, Pine Ridge Trace, proceed along the Westerly boundary of said Lot 6 S for 39.67 feet to the Southwest corner; thence N thence run N right-of-way of Bayou Drive (60' right-of-way); thence proceed along said right-of-way S 61° 51'46" E for 29.25 feet to return to the Point of Beginning. Contains 0.03 acres or 1,159.96 Sq. Ft. more or less."

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In closing, my client needs an approval letter stating no objections or recommending denial for a reason. Please feel free to call if you have any questions.

Thank you,
Jeffrey L. Burns
jburns@burnsfirmlegal.com
850.830.4723

Attorney Jeff Burns

Florida Bar and Alabama Bar Member,
Florida Supreme Court Certified Circuit Civil Mediator, and
Former Florida Circuit Court Judge

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Okaloosa County Property Appraiser

Results

62 Results

Parcel ID ☐	Owner ☐	Property Address ☐	City ☐	Homestead ☐	Legal Description ☐	Last Sale ☐	Map ☐
 00-2S-22-1320-0000-PARK	 CITY OF DESTIN	605 MAIN ST	DESTIN	N	1ST JOES BAYOU DESTIN		Map
 00-2S-22-1320-0033-0000	 KALINOSKI KENNETH A & JEAN M KALINOSKI JEAN M	701 BAYOU DR	DESTIN	N	1ST JOES BAYOU DESTIN	6/19/2020	Map
 00-2S-22-1650-000B-0090	 DRIGGERS ARTHUR H III & DRIGGERS KATHERINE EGGERS	700 BAYOU DR	DESTIN	Y	MORENO ACRES S/D	11/23/1999	Map
 00-2S-22-2077-0000-0010	 PHILLIPS CARTER L	1 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	10/5/2022	Map
 00-2S-22-2077-0000-0020	 VENUS JAMES D & BARBARA VENUS BARBARA	2 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE	2/1/1990	Map
 00-2S-22-2077-0000-0030	 CARROLL BARBARA J	3 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	12/10/2009	Map
 00-2S-22-2077-0000-0040	 WEN WENDY & HUFFMAN GREGORY HUFFMAN GREGORY	4 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	8/16/2011	Map
 00-2S-22-2077-0000-0050	 STUART MICHELLE	5 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE	7/1/1999	Map
 00-2S-22-2077-0000-0060	 BELCHER AMANDA J	6 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE	2/1/1994	Map
 00-2S-22-2077-0000-0070	 MILLER JARROD S	7 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	8/31/2011	Map
 00-2S-22-2077-0000-0080	 DICESARE V P JR & PATRICIA DICESARE PATRICIA	8 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	4/1/1994	Map
 00-2S-22-2077-0000-0090	 YOUNG TIERRA	9 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE	4/7/2016	Map
 00-2S-22-2077-0000-0100	 BRADY SHAWN W	10 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE	12/18/2013	Map
 00-2S-22-2077-0000-0110	 PHILLIPS VIVIAN J	11 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	1/4/2013	Map
 00-2S-22-2077-0000-0120	 PRESCOTT JEFFREY A & MABEL R PRESCOTT MABEL R	12 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	5/16/2008	Map
 00-2S-22-2077-0000-0130	 ALLEN CELIA S TRUST	13 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	10/10/2013	Map
 00-2S-22-2077-0000-0140	 SMITH ROSEMARY M & SCHINELL J SCHINELL JOSEPH M	14 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE	8/12/2021	Map
 00-2S-22-2077-0000-0150	 PITTMAN BRITTANY M DOWNING BRITTANY M	15 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE	1/12/2016	Map
 00-2S-22-2077-0000-0160	 PRESCOTT JEFFREY A & MABEL R PRESCOTT MABEL R	16 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	6/23/2008	Map
 00-2S-22-2077-0000-0EPA	 CITY OF DESTIN	PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE		Map
 00-2S-22-2077-0000-1240	 PRESCOTT JEFFREY & MABEL R PRESCOTT MABEL R	124 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	2/26/1999	Map
 00-2S-22-2077-0000-1250	 BRADY AMANDA M (LIFE ESTATE)	125 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE	3/28/2023	Map
 00-2S-22-2077-0000-1260	 PRESCOTT MABEL R & JEFFREY A PRESCOTT JEFFREY A	126 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	3/28/2017	Map
 00-2S-22-2077-0000-1270	 MARCEV ERIC & ARCEGA JEMIelyn ARCEGA JEMIelyn	127 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE	1/7/2021	Map
 00-2S-22-2077-0000-1280	 SPICER CATHERINE E (LIFE EST) SPICER CATHERINE E TRUST	128 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE	12/16/2021	Map
 00-2S-22-2077-0000-1290	 FLOYD CYNTHIA	129 BAYOU DR	DESTIN	Y	PINE RIDGE TRACE	2/26/2008	Map
 00-2S-22-2077-0000-1300	 DESTIN NINA ROBSON 2023 TRUST	130 BAYOU DR	DESTIN	N	PINE RIDGE TRACE	5/1/2023	Map
 00-2S-22-2077-0000-1310	 MELFI VINCENT D	131 BAYOU DR	DESTIN	Y	PINE RIDGE TRACE	2/20/2019	Map
 00-2S-22-2077-0000-1320	 GROVES MARIA E	132 BAYOU DR	DESTIN	Y	PINE RIDGE TRACE	2/20/2020	Map
 00-2S-22-2077-0000-1330	 BRYANT CHERYL	133 BAYOU DR	DESTIN	Y	PINE RIDGE TRACE	10/30/2015	Map
 00-2S-22-2077-0000-1340	 ALLEN CELIA S TRUST	134 TIMBER CT	DESTIN	N	PINE RIDGE TRACE	1/13/2015	Map
 00-2S-22-2077-	 MORRIS BRANDY	135 TIMBER CT	DESTIN	N	PINE RIDGE TRACE	5/20/2013	Map

	0000-1350 00-25-22-2077-0000-1360	 WEST LORY	136 TIMBER CT	DESTIN	Y	PINE RIDGE TRACE	6/18/2004	Map
	00-25-22-2077-0000-1370	 TETMAN CASEY	137 TIMBER CT	DESTIN	N	PINE RIDGE TRACE	5/13/2021	Map
	00-25-22-2077-0000-1680	 WERNER TIFFANY F	168 BAYOU DR	DESTIN	N	PINE RIDGE TRACE	3/23/2022	Map
	00-25-22-2077-0000-1690	 PANGEA ALLOY FL LLC	169 BAYOU DR	DESTIN	N	PINE RIDGE TRACE	7/28/2023	Map
	00-25-22-2077-0000-1700	 TATUM NICOLETA & TOBIE L TATUM TOBIE L	170 BAYOU DR	DESTIN	N	PINE RIDGE TRACE	1/7/2020	Map
	00-25-22-2077-0000-1710	 BUROKER DOUGLAS A & ANN E BUROKER ANN E	171 BAYOU DR	DESTIN	N	PINE RIDGE TRACE	9/10/2010	Map
	00-25-22-2077-0000-1720	 HALEY FAMILY PROPERTIES LLC	172 BAYOU DR	DESTIN	N	PINE RIDGE TRACE	7/19/2022	Map
	00-25-22-2077-0000-1730	 HANNA TOBY (LIFE ESTATE)	173 BAYOU DR	DESTIN	N	PINE RIDGE TRACE	4/19/2022	Map
	00-25-22-2077-0000-1740	 POOLE SAMUEL C & CHELSEE H POOLE CHELSEE H	174 BAYOU DR	DESTIN	N	PINE RIDGE TRACE	9/21/2022	Map
	00-25-22-2077-0000-1750	 GUESSFORD CLAYTON NOEL	175 BAYOU DR	DESTIN	Y	PINE RIDGE TRACE	7/21/2009	Map
	00-25-22-2077-0000-1760	 MARCADES DEAN J	176 BAYOU DR	DESTIN	N	PINE RIDGE TRACE	11/15/2016	Map
	00-25-22-2079-000B-0070	 LEE STEVEN P	37 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE RESUB	11/30/2022	Map
	00-25-22-2079-000B-0080	 KELLER DEBRA L (LIFE ESTATE)	35 PINE RIDGE TRCE	DESTIN	N	PINE RIDGE TRACE RESUB	8/24/2021	Map
	00-25-22-2079-000B-0090	 SAILORS CAROLA	33 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE RESUB	5/30/2003	Map
	00-25-22-2079-000B-0100	 HOORMAN J G & DAHLSTROM PAULA DAHLSTROM PAULA	18 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE RESUB	12/18/2000	Map
	00-25-22-2079-000B-0110	 TRAINOR JACKSON R & ANGELIA D TRAINOR ANGELIA D	20 PINE RIDGE TRCE	DESTIN	Y	PINE RIDGE TRACE RESUB	6/30/2021	Map
	00-25-22-4510-000A-0010	 FRANKLIN PATRICIA	700 N LAKESIDE DR	DESTIN	Y	LAKESIDE VILLAGE	4/8/2005	Map
	00-25-22-4510-000A-0020	 BLAISE IAN M & HALEY L BLAISE HALEY L	702 N LAKESIDE DR	DESTIN	Y	LAKESIDE VILLAGE	8/24/2018	Map
	00-25-22-4510-000A-0030	 GORDON JOHN G III	802 DAWN LN	DESTIN	N	LAKESIDE VILLAGE	4/20/2022	Map
	00-25-22-4510-000A-0070	 POORE DAVID L	DAWN LN	DESTIN	N	LAKESIDE VILLAGE	7/14/2021	Map
	00-25-22-4510-000B-0010	 EGGMAN KENNETH R JR	610 MAIN ST	DESTIN	Y	LAKESIDE VILLAGE	4/15/2011	Map
	00-25-22-4510-000B-0020	 PIPER STEVEN K & DANIELLA M PIPER DANIELLA M	608 MAIN ST	DESTIN	Y	LAKESIDE VILLAGE	4/4/2016	Map
	00-25-22-4510-000B-0030	 VILLANO MICHAEL J & BROOKE VILLANO BROOKE	701 N LAKESIDE DR	DESTIN	N	LAKESIDE VILLAGE	12/22/2020	Map
	00-25-22-4510-000B-0040	 GOODMAN KATHLEEN E	703 N LAKESIDE DR	DESTIN	N	LAKESIDE VILLAGE	11/22/2005	Map
	00-25-22-4510-000C-0010	 STEELE KYLE D	803 N LAKESIDE DR	DESTIN	Y	LAKESIDE VILLAGE	5/4/2021	Map
	00-25-22-4510-000C-0020	 SUTTERLIN DAVID	805 N LAKESIDE DR	DESTIN	Y	LAKESIDE VILLAGE	6/30/2021	Map
	00-25-22-4510-000C-0030	 ROBSON STEPHEN F	807 N LAKESIDE DR	DESTIN	N	LAKESIDE VILLAGE	7/15/2014	Map
	00-25-22-4510-000E-0060	 WESLYS RENTALS LLC	706 MAIN ST	DESTIN	N	LAKESIDE VILLAGE	11/27/2018	Map
	00-25-22-4510-000E-0070	 MURPHREE THOMAS B III ****	704 MAIN ST	DESTIN	Y	LAKESIDE VILLAGE	4/28/2021	Map
	00-25-22-4510-000E-0080	 HOUSE BRANDON R & MAMI HOUSE MAMI	702 MAIN ST	DESTIN	Y	LAKESIDE VILLAGE	12/22/2011	Map

Field Export

62 Results

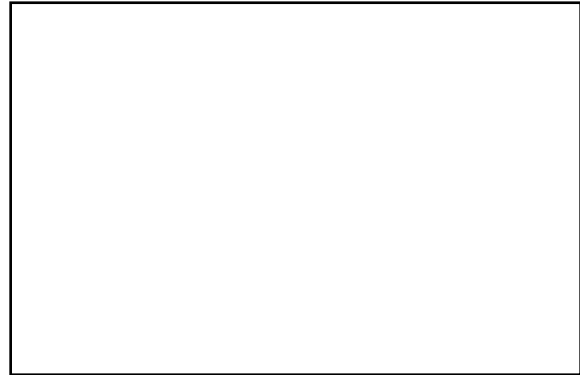
Select export file format:

Excel (.xlsx)

Download

PREPARED BY AND RETURN TO:
Kimberly Romano Kopp
City Attorney
4200 Indian Bayou Trail
Destin, Florida 32541

Parcel Id No: 00-2S-22-2077-0000-0060



(Space Above Reserved for Recording Information)

GRANT OF PUBLIC ACCESS EASEMENT

THIS INDENTURE, made this Day of Month, 2024, (“**Easement Agreement**”) by and between Amanda Belcher, whose principal address is, 6 Pine Ridge Trace Destin, Florida 32541, hereinafter “Grantor”, in favor of CITY OF DESTIN, a municipal corporation existing under the laws of the State of Florida, whose address is 4200 Indian Bayou Trail, Destin, FL 32541, hereinafter the “Grantee”, its successors and assigns.

WITNESSETH:

For the consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to said Grantor(s) in hand paid by said Grantee, the receipt of which is hereby acknowledged, in pursuance of the parties' mutual agreement for the creation of an access and maintenance easement and other good and valuable consideration, receipt of which is acknowledged, Grantor grants unto Grantee, its successors and assigns, an easement for the purpose of public access and maintenance of the remaining segment of the Environmental Preservation Area as defined in the Pine Ridge Trace Plat, as recorded in the Okaloosa County records in Plat Book 7 & Page 60-61, specifically for the purpose of access as permitted by state and city laws, ordinances, rules and regulations, as amended, for ingress and egress and the right to access and maintain from time to time within the Environmental Preservation Area as Grantee may deem necessary over, along, through, in, above, within and under the easement described below, with Grantor accepting responsibility for maintaining clear access area within the Access easement, said easement lying and being in the City of Destin, Okaloosa County, Florida, being legally described and depicted on the legal description and survey attached hereto as Exhibit "A."

Grantor(s) hereby covenants with said Grantee that said Grantor(s) is lawfully seized of fee simple title to the real property subject easement and that Grantor(s) hereby fully warrants and defends the title to the easement hereby granted and conveyed against the lawful claims of all

persons whomsoever. Grantor(s) shall not make any improvements within the easement which will conflict or interfere with the easement rights granted herein.

It is also understood and agreed that the Easement shall revert to Grantor, or Grantor's successors or assigns if the Environmental Preservation Area is no longer associated with the uses set forth in this Easement Agreement.

THE RIGHTS granted in this agreement are a dedication in the form of a limited public right of way and shall be possessed and enjoyed by Grantee, its successors or assigns, in perpetuity, until any of the reverter clauses are triggered, or until Grantee determines that it has no public purpose for the use of the easement granted herein.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

IN WITNESSES WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

(Signature Page Follows)

WITNESSES:

(Witness 1 Signature)
Print Name:

(Witness 2 Signature)
Print Name:

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online this ____ day of ____, 2024 by Amanda Belcher as Property Owner of 6 Pine Ridge Trace Destin, FL 32541.

GRANTOR

6 Pine Ridge Trace Destin, FL 32541

By: _____
Printed name: Amanda Belcher
Title: Property Owner

Notary Public, State of Florida
(Signature of Notary taking Acknowledgement)

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

Commission No.: _____

Approved for legal sufficiency for the City of Destin:

Kimberly Romano Kopp, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Commence at the Northwest corner of Lot 6, Pine Ridge Trace, Lot 6, as recorded in Plat Book 7, Pages 60-61, Public Records of Okaloosa County, Florida, proceed along the Westerly boundary of said Lot 6 S 28°04'33" W for 39.67 feet to the Southwest corner; thence run N 61°49'47" W, 19.25 feet to the Easement Point of Beginning; thence run N 61° 49'47" W, 10.00 feet; thence run N 28° 04'18" E a distance of 39.65 feet to the Southerly right-of-way of Bayou Drive (60' right of way); thence proceed along said right-of-way S 61° 51'46" E for 10.00 feet; thence run S 28° 04'33" W for 39.67 feet to the Easement Point of Beginning.

Contains 0.01 acres or 386.65 Sq. Ft. more or less. 28°04'33"



Community Development Department

Engineering Division

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Fax: 850-460-2171 | www.cityofdestin.com

January 24, 2025

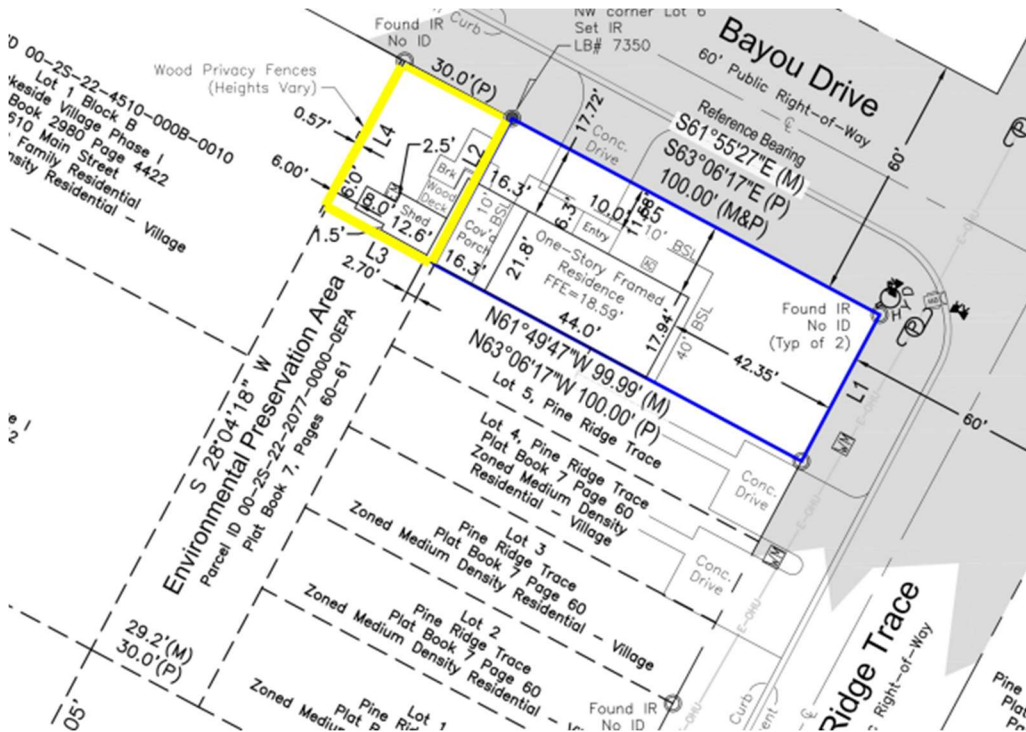
Via: US Mail

Dear Property Owner:

You are hereby notified that the City of Destin City Council will hold a Public Meeting on Monday, March 3, 2025 at 6:00 p.m., at Destin City Hall Annex Council Chambers, 4100 Indian Bayou Trail, Destin, Florida.

The Public Meeting will consider the following request:

Vacation of Right-of-way (VROW) Application 24-01, the property owners of 6 Pine Ridge Trace, specifically Amanda Belcher, in Pine Ridge Trace Subdivision, are requesting approval of a segment of Environmental Preservation Area directly adjacent and west of 6 Pine Ridge Trace. The proposed vacation will consist of the Environmental Preservation Area (said segment containing 0.03 acres more or less). The specific location is Township 2 South, Range 22 West near the westerly end of Pine Ridge Trace.



As an adjacent property owner you are invited to attend this hearing to voice any comments, concerns, or objections that you may have, or you may submit those in writing to the above hearing date and mail to:

City of Destin
Attn: February 18, 2025 City Council Meeting
4200 Indian Bayou Trail
Destin, Florida 32541

"Persons with disabilities who require assistance to participate in this meeting are requested to notify the Public Services Office 850/837-4242 at least 48 hours in advance".

If you have any questions, please feel free to contact me at (850) 837-4242.

Sincerely,

JD Bodi

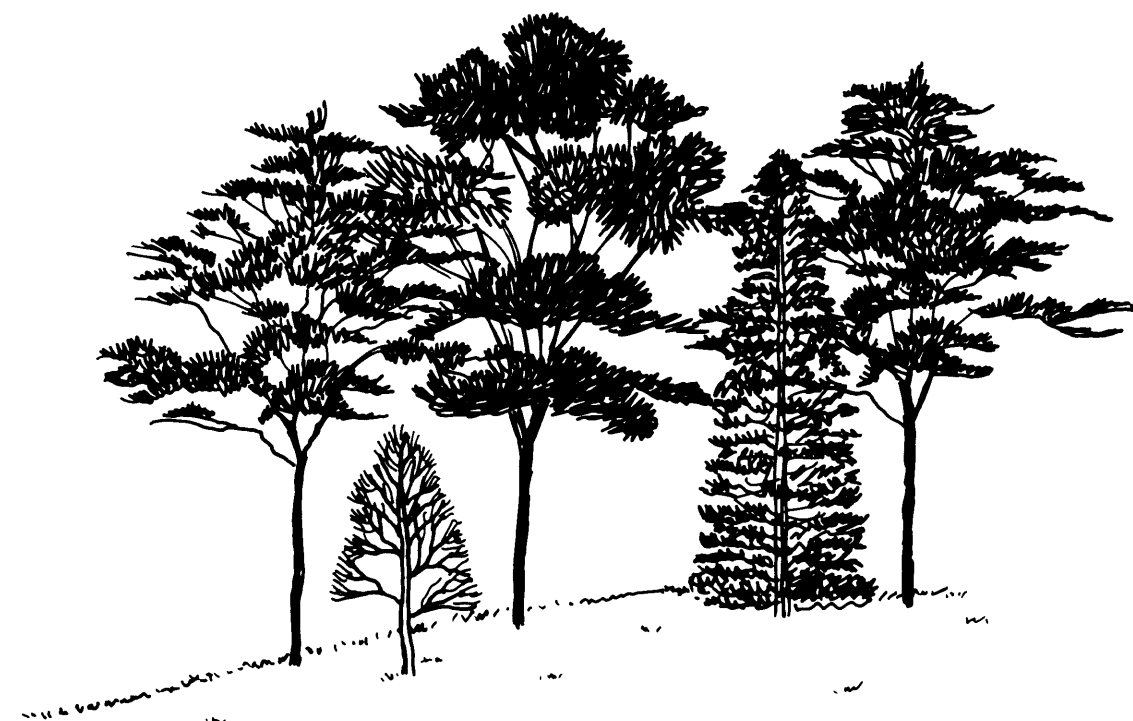
Joseph D. Bodi, Engineering Assistant II

cc:

Compass File

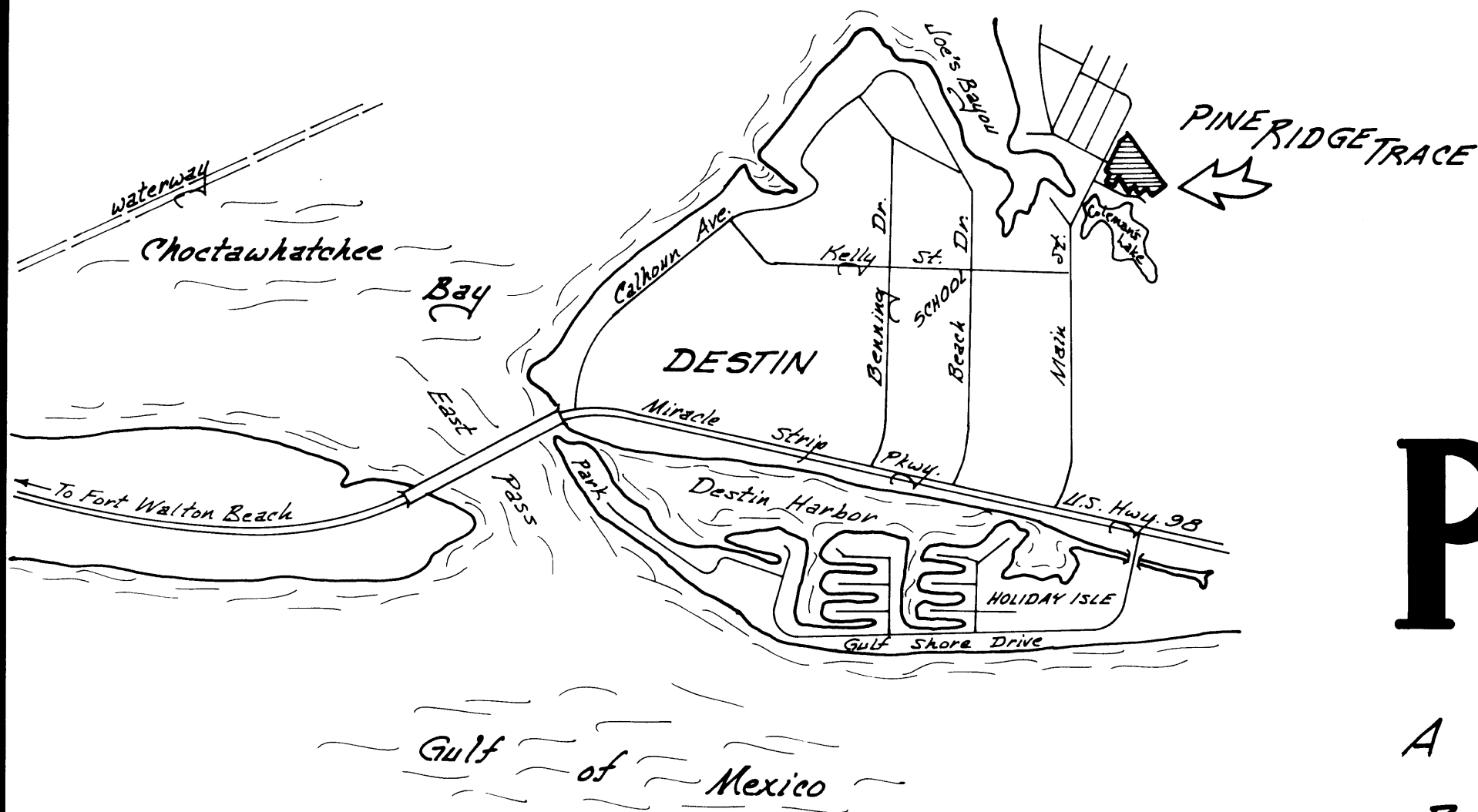
City of Destin
Notice
of
City Council Meeting
Vacation of Environmental
Preservation Area
Time: 6:00pm
Date: March 3, 2025
Located at Destin City Hall Annex
4100 Indian Bayou Trail, Destin, FL





PINE RIDGE TRACE

A TOWNHOME DEVELOPMENT LYING IN TOWNSHIP 2 SOUTH,
RANGE 22 WEST, TOWN of DESTIN, OKALOOSA COUNTY, FLORIDA



DESCRIPTION

BEGINNING AT A CONCRETE MONUMENT (P.R.M. No. 3222) MARKING THE NORTHEAST CORNER OF LOT 1, BLOCK 1, LAKESIDE VILLAGE, PHASE 1, AS RECORDED IN PLAT BOOK 5, PAGE 142, PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, SO THENCE S. 52°00'00"W, 67.86 FEET; THENCE S. 26°53'43"W, 80.00 FEET; THENCE S. 52°46'53"E, 60.22 FEET; THENCE N. 26°53'43"E, 143.56 FEET; THENCE S. 38°00'00"E, 530.86 FEET; THENCE N. 52°00'00"E, 135.90 FEET; THENCE S. 38°00'00"E, 400.2 FEET TO THE P.C. OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 33°17'51", A TANGENT OF 35.83 FEET, A CHORD BEARING AND DISTANCE OF S. 21°21'04"E, 68.76 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 69.74 FEET TO THE P.T.; THENCE N. 85°17'51"E, 60.00 FEET; THENCE N. 51°30'35"E, 153.55 FEET; THENCE S. 38°00'00"E, 101.01 FEET; THENCE N. 52°00'00"E, 45.00 FEET; THENCE S. 38°00'00"E, 136.36 FEET; THENCE S. 67°22'15"W, 86.90 FEET TO THE P.C. OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 202.68 FEET, A CENTRAL ANGLE OF 17°01'26", A TANGENT OF 30.34 FEET, A CHORD BEARING AND DISTANCE OF S. 22°37'46"E, 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 60.22 FEET TO THE P.T.; THENCE N. 67°22'15"E, 66.95 FEET; THENCE S. 22°37'45"E, 150.57 FEET; THENCE N. 52°00'00"E, 350.00 FEET TO A POINT ON THE DESTIN AIRPORT BOUNDARY; THENCE N. 38°00'00"W, 1545.60 FEET TO THE POINT-OF-BEGINNING. CONTAINING 18.54 ACRES, MORE OR LESS.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT F. B. BEAR, G. W. MEHLING, AND J. C. MONTANA, THE FEE SIMPLE OWNERS OF THE PROPERTY DESCRIBED IN THIS PLAT OF PINE RIDGE TRACE, A TOWNHOME DEVELOPMENT, DO HEREBY DECLARE THAT THEY HAVE CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN ON THIS PLAT, AND HEREBY DEDICATE TO THE PUBLIC FOR THEIR USE, ALL STREETS, ROADS, THOROUGHFARES, AND ENVIRONMENTAL PRESERVATION AREAS SHOWN HEREON.

F. B. BEAR

G. W. MEHLING

J. C. MONTANA

ATTEST

ATTEST

ATTEST

ACKNOWLEDGEMENT STATE OF FLORIDA, COUNTY OF OKALOOSA

BEFORE THE UNDERSIGNED PERSONALLY APPEARED F. B. BEAR, G. W. MEHLING, AND J. C. MONTANA, KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED THEY EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH THIS 5TH DAY OF OCTOBER, 1981.

MY COMMISSION EXPIRES 11/21/81, 1981. NOTARY PUBLIC

TITLE OPINION

IT IS THE OPINION OF THE UNDERSIGNED ATTORNEY-AT-LAW, LICENSED IN FLORIDA, THAT TITLE TO LAND DESCRIBED HEREON IS IN THE NAME OF THE DEDICATORS AS SHOWN HEREON, AND THAT THERE ARE NO UNSATISFIED MORTGAGES ON THE LAND THIS 8TH DAY OF OCTOBER, 1981.

ATTORNEY-AT-LAW Roy E. Campbell

PREPARED BY

CHOCTAW ENGINEERING, INC.
Engineers - Surveyors
172 TRUXTON AVENUE
FT. WALTON BEACH, FLORIDA

DATE October 8, 1981

COUNTY ENGINEER'S CERTIFICATE

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COUNTY ENGINEER OF OKALOOSA COUNTY, FLORIDA, AND WAS APPROVED BY HIM ON THE 20 DAY OF OCTOBER, 1981.

COUNTY ENGINEER David J. Humphreys

PLANNING COMMISSION'S CERTIFICATE

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE PLANNING COMMISSION OF OKALOOSA COUNTY, FLORIDA, AND WAS APPROVED BY THEM ON THE 22ND DAY OF JULY, 1982.

CHAIRMAN D. M. Linn

COUNTY COMMISSIONERS' APPROVAL

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA, AND APPROVED BY THEM FOR RECORD ON THE 19 DAY OF APRIL, 1983.

CHAIRMAN

MEMBER

MEMBER

MEMBER

MEMBER

COUNTY CLERK'S CERTIFICATE

I, NEWMAN C. BRACKIN, HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON THE 4TH DAY OF MAY, 1983, IN PLAT BOOK , PAGES 64.

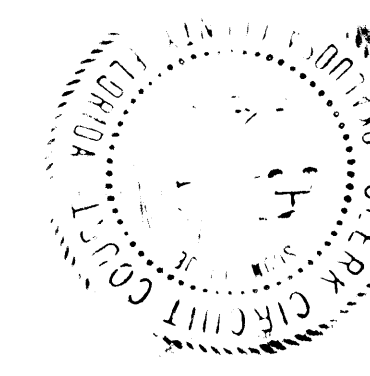
CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE

I, BASIL BOLES, HEREBY CERTIFY THAT I PREPARED THIS PLAT AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED UNDER MY DIRECTION AND SUPERVISION; THAT P.R.M.'S HAVE BEEN PLACED AS INDICATED HEREON (P.R.P.'S WILL BE SET), AND THAT IT COMPLIES WITH ALL PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AS WELL AS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

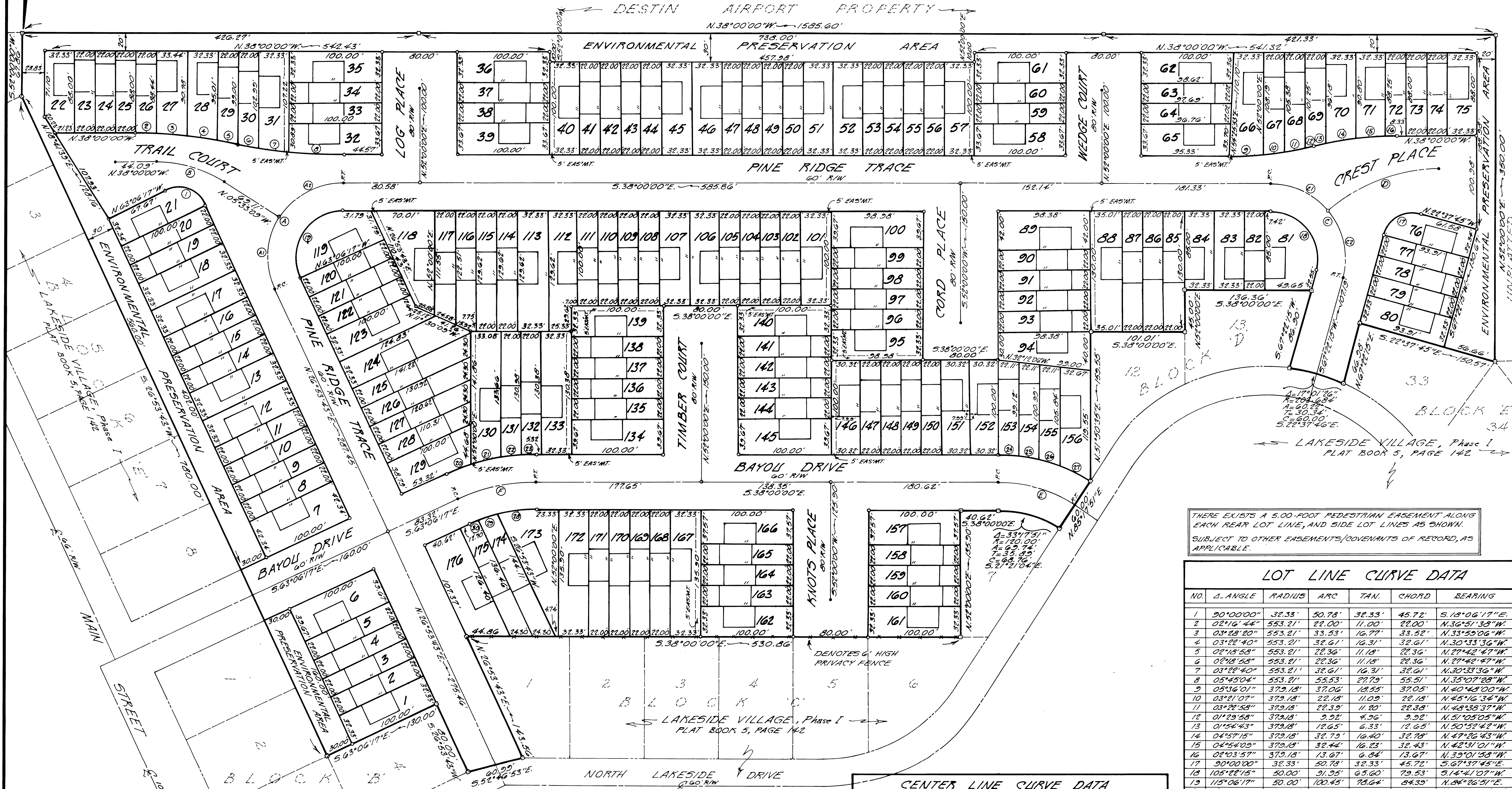
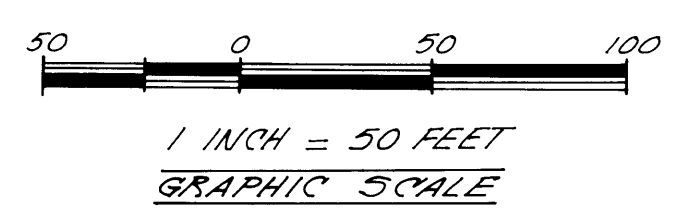
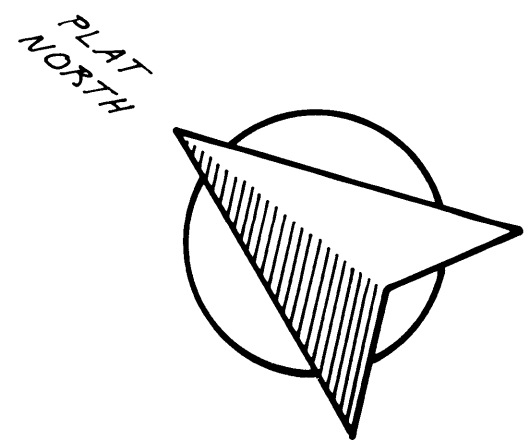
FLORIDA PROFESSIONAL LAND SURVEYOR

CERTIFICATE NO. 1162
DATE OCTOBER 8, 1981



PINE RIDGE TRACE

A TOWNHOME DEVELOPMENT LYING IN TOWNSHIP 2 SOUTH,
RANGE 22 WEST, TOWN OF DESTIN, OKALOOSA COUNTY, FLORIDA



THERE EXISTS A 5.00-FOOT PEDESTRIAN EASEMENT ALONG EACH REAR LOT LINE, AND SIDE LOT LINES AS SHOWN. SUBJECT TO OTHER EASEMENTS, COVENANTS OF RECORD, AS APPLICABLE.

LOT LINE CURVE DATA						
NO.	Δ-ANGLE	RADIUS	ARC	TAN.	CHORD	BEARING
1	90°00'00"	32.33'	50.78'	32.33'	45.72'	S.18°06'17"E
2	02°16'44"	553.21'	22.00'	11.00'	22.00'	N.36°51'38"W
3	03°28'20"	553.21'	33.53'	16.77'	33.52'	N.33°50'06"W
4	03°22'40"	553.21'	32.61'	16.31'	32.61'	N.30°33'36"W
5	02°18'58"	553.21'	22.36'	11.18'	22.36'	N.27°42'47"W
6	02°18'58"	553.21'	22.36'	11.18'	22.36'	N.27°42'47"W
7	03°22'40"	553.21'	32.61'	16.31'	32.61'	N.30°33'36"W
8	05°45'04"	553.21'	55.53'	27.79'	55.51'	N.35°07'28"W
9	05°36'01"	379.18'	37.06'	18.55'	37.05'	N.40°43'00"W
10	03°21'07"	379.18'	22.18'	11.09'	22.18'	N.45°16'34"W
11	03°21'58"	379.18'	22.35'	11.20'	22.38'	N.48°38'37"W
12	01°29'58"	379.18'	9.92'	4.96'	9.92'	N.51°05'05"W
13	01°54'43"	379.18'	12.65'	6.33'	12.65'	N.50°52'42"W
14	04°57'15"	379.18'	32.79'	16.40'	32.78'	N.47°26'43"W
15	04°54'09"	379.18'	32.44'	16.23'	32.43'	N.42°31'01"W
16	02°03'57"	379.18'	13.67'	6.84'	13.67'	N.39°01'58"W
17	30°00'00"	32.33'	50.78'	32.33'	45.72'	S.67°37'45"E
18	105°22'15"	50.00'	91.35'	65.60'	79.53'	S.14°41'07"W
19	115°06'17"	50.00'	100.45'	78.64'	84.39'	N.84°26'51"E
20	06°55'25"	230.00'	27.79'	13.91'	27.78'	N.59°38'34"W
21	08°29'50"	230.00'	34.11'	17.05'	34.08'	N.51°55'57"W
22	05°31'22"	230.00'	22.77'	11.09'	22.16'	N.44°55'21"W
23	04°08'40"	230.00'	16.70'	8.36'	16.70'	N.40°04'50"W
24	07°01'13"	180.00'	22.05'	11.04'	22.04'	N.34°19'24"W
25	07°07'44"	180.00'	22.40'	11.21'	22.38'	N.27°24'55"W
26	07°11'33"	180.00'	23.12'	11.58'	23.11'	N.20°10'13"W
27	11°47'13"	180.00'	37.03'	18.58'	36.91'	N.10°35'46"W
28	14°29'37"	170.00'	43.00'	21.62'	42.89'	S.43°34'48"E
29	07°28'27"	170.00'	22.18'	11.10'	22.16'	S.56°13'50"E
30	03°08'13"	170.00'	9.31'	4.65'	9.31'	S.67°32'10"E

CENTER LINE CURVE DATA						
CURVE	Δ-ANGLE	RADIUS	ARC	TAN.	CHORD	BEARING
A	115°06'17"	80.00'	160.72'	125.83'	135.02'	N.84°26'51"E
A1	57°13'05"	80.00'	80.36'	43.94'	77.02'	N.55°40'11"E
A2	57°13'05"	80.00'	80.36'	43.94'	77.02'	S.66°46'34"E
B	32°26'51"	135.53'	76.75'	39.44'	75.73'	N.12°46'34"W
C	109°22'15"	80.00'	147.13'	104.36'	127.25'	S.14°41'07"W
C1	50°12'00"	80.00'	70.13'	37.56'	65.00'	S.12°51'00"W
C2	58°04'15"	80.00'	76.90'	41.71'	73.97'	S.39°40'07"W
D	39°44'00"	185.43'	128.49'	66.24'	125.93'	S.57°41'00"E
E	33°47'51"	50.00'	81.71'	44.86'	85.95'	S.21°11'04"E
F	25°06'17"	200.00'	87.68'	44.53'	86.93'	S.50°33'03"E

- NOTES**
1. 0-DENOTES PERMANENT REFERENCE MARKER (P.R.M.) NO. 3892
 2. 0-DENOTES PERMANENT CONTROL POINT (P.C.P.) TO BE SET UPON COMPLETION OF IMPROVEMENTS.
 3. REQUIRED BUILDING SETBACKS: MIN. FRONT — 40'
MIN. REAR — 10'
TYP. SIDE YARD — 10' (EXCEPT AS NOTED)
 4. BUILDINGS SHOWN HEREON ARE PROPOSED AT THE TIME OF THIS PLATTING AND THEREFORE ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES

PREPARED BY
CHOCTAW ENGINEERING, INC.
Engineers — Surveyors
172 TRUXTON AVENUE
FT. WALTON BEACH, FLORIDA
DATE October 8, 1981

Pine Ridge Trace
Pg 7-61

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: April 7, 2025

BOARD/COMMITTEE: City Council

TYPE OF AGENDA ITEM: Ordinance

OUTLINE NUMBER: 5.B.

TO: City Council

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

FROM: Joe Bodi, Deputy Director, Public Works
Michael Burgess, Public Works Director
Steve O'Connor, Deputy Community Development Director

DATE: February 26, 2025

SUBJECT: Second Reading Ordinance 24-16-CN - Abandonment of the Environmental Preservation area in Pine Ridge Trace Subdivision

I. BACKGROUND: In reviewing the 6 Pine Ridge Trace request to vacation of right-of-way (see attached survey), Staff found the Environmental Preservation Area Right of Way has been fenced in, cleared and used by many of the adjacent residents. At last count, using aerial photos, 31 of 66 adjacent properties have encroachments and several others have kept the trees but have cleared the remaining vegetation. Although the ROW was dedicated to the public on the plat, it was not made accessible to the public since platted in 1981.

II. DISCUSSION: The proposed request is in accordance with the requirements found under **Article - 8, Section 8.01.00, subsection D. 1 & 2. of the LDC:**

Section 8.01.00.D.2.

The City Attorney shall review the application for legal sufficiency. The City Engineer shall provide a recommendation to the Local Planning Agency. The Local Planning Agency shall provide a recommendation to the City Council. The City Council will make a determination to approve or deny the application to vacate a Right-of-Way (ROW)/easement based upon a finding that all of the following requirements are met:

1. The requested vacation is consistent with the comprehensive plan.

Staff Review: The proposed vacation does not appear to conflict with the comprehensive plan.

2. The ROW does not provide the sole access to any property. Access shall not be by easement.

Staff Review: Access to the adjoining property shall remain unchanged. No other access to private property shall be impacted. Areas adjacent to the platted rights-of-ways specifically; Trail Court, Log Place, Wedge Court, and Crest Place, shall be incorporated into those rights-of-ways, respectively.

3. The vacation would not jeopardize the current or future location of any utility.

Staff Review: All of the utility agencies have submitted clearance letters identifying no significant impact as a result of this vacation. DWU has requested an easement between the airport property and Trail Court, adjacent to 22 Trail Court.

4. The proposed vacation is not detrimental to the public interest.

Staff Review: Currently the proposed portion of Environmental Preservation Area Right of Way to be vacated, abandoned, discontinued and closed and be used by the applicant. The Environmental Preservation Area Right of Way historically has not been open to the public. No documentation has been found defining the purpose of this area.

5. No city owned right-of-way, or any portion thereof, may be vacated if the city's right-of-way shares any boundary with a water body.

Staff Review: No City owned property that shares a boundary with a water body is part of this vacation request.

The City has received citizen correspondence regarding the request (see attachment).

The Destin Executive Airport has no objection regarding this vacation with the understanding that the residents are subject to LDC Article 7.15.00. Airport and aircraft zoning regulations. This agenda item includes these provision references to re-iterate the code regulations.

The LPA recommended approval of Ordinance 24-16-CN to City Council, by a vote of 4 to 2, subject to no objection from the Airport.

On March 3rd, the City Council passed the item on first reading to approve, 5-0 with Council Members Herbert & Destin abstaining.

A. Link to Strategic Goals / Objectives: N/A

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): N/A

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: The applicant has provided the required letters of approval from the applicable agencies outlined in **LDC Article 8.01.00.D**. The evidence and information provided demonstrates the application meets the intent of the Land Development Code (LDC). City staff recommends approval of this vacation of Right-of-Way request. Destin Water Users requested a utility easement west of Lot 22 from Trail Court Right-of-Way to the Airport property as part of the vacation.

IV. RECOMMENDED MOTION: I move to adopt Ordinance 24-16-CN and execute the easement agreement with Destin Water Users, Inc.

Attachments:

1. Ordinance 24 16 CN-EPA Pine Ridge Trace
2. Pine Ridge Trace Plat
3. Letters of Approval
4. Airport Vacation email
5. IMG_20250128_091642167_HD R
6. IMG_20250128_092148449_HD R
7. IMG_20250128_092728047_HD R
8. Pine Ridge Trace both pages
9. Ordinance 24-16 CN Pine Ridge Trace VoROW Abutter Notice V2
10. City_of_Destin_Environmental Preservation Area_Parcels
11. Pine Ridge Trace Sign affidavit

ORDINANCE NO. 24-16-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR ABANDONMENT OF THE ENVIRONMENTAL PRESERVATION AREA IN PINE RIDGE TRACE SUBDIVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Section 3.10 of the City Charter and Section 166,021, *Florida Statutes*.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City of Destin is initiating the vacation, abandonment, discontinuation and closure of the remaining public Environmental Preservation Area in Pine Ridge Trace Subdivision; and

WHEREAS, the portion of the Environmental Preservation Area requested to be vacated, abandoned, discontinued and closed is not necessary to the traffic circulation within the City of Destin; and

WHEREAS, the portion of the Environmental Preservation Area adjacent to the properties within Pine Ridge Trace shall receive the vacated, abandoned, discontinued and closed segments of property and are identified as;

00-2S-22-2077-0000-0010,	00-2S-22-2077-000A-0010	00-2S-22-2077-000C-0080,
00-2S-22-2077-0000-0020,	00-2S-22-2077-000A-0020,	00-2S-22-2077-000C-0090,
00-2S-22-2077-0000-0030,	00-2S-22-2077-000B-0010,	00-2S-22-2077-0000-0610,
00-2S-22-2077-0000-0040,	00-2S-22-2077-000B-0020,	00-2S-22-2077-0000-0620,
00-2S-22-2077-0000-0050,	00-2S-22-2077-000B-0030,	00-2S-22-2077-0000-0660,
00-2S-22-2077-0000-0070,	00-2S-22-2079-000A-0010,	00-2S-22-2077-0000-0670,
00-2S-22-2077-0000-0080,	00-2S-22-2079-000A-0020,	00-2S-22-2077-0000-0680,
00-2S-22-2077-0000-0090,	00-2S-22-2079-000A-0040,	00-2S-22-2077-0000-0690,
00-2S-22-2077-0000-0100,	00-2S-22-2077-0000-0360,	00-2S-22-2077-0000-0700,
00-2S-22-2077-0000-0110,	00-2S-22-2077-000C-0010,	00-2S-22-2077-0000-0710,
00-2S-22-2077-0000-0120,	00-2S-22-2077-000C-0020,	00-2S-22-2077-0000-0720,
00-2S-22-2077-0000-0130,	00-2S-22-2077-000C-0030,	00-2S-22-2077-0000-0730,
00-2S-22-2077-0000-0140,	00-2S-22-2077-000C-0040,	00-2S-22-2077-0000-0740,
00-2S-22-2077-0000-0150,	00-2S-22-2077-000C-0050,	00-2S-22-2077-0000-0750,
00-2S-22-2077-0000-0160,	00-2S-22-2077-000C-0060,	00-2S-22-2077-000G-0010,
00-2S-22-2077-0000-0170,	00-2S-22-2077-000C-0070,	00-2S-22-2077-000G-0020, and

WHEREAS, the request is consistent with the Comprehensive Plan; and

WHEREAS, access to the adjacent property from the public rights-of-ways will not be diminished by the approval of the request; and

EXHIBIT A

WHEREAS, the approval of the request will not jeopardize the current or future location of any utilities; and

WHEREAS, the approval of the request is not detrimental to the public interest.

SECTION 3. VACATION ABANDONMENT, DISCONTINUANCE AND CLOSURE OF ENVIRONMENTAL PRESERVATION AREA. Based upon the above findings of fact, the City's Environmental Preservation Area interest and use in the following described property:

That Environmental Preservation Area lying within, Pine Ridge Trace Subdivision, according to the plat thereof as recorded in Plat Book 7, Page 60 - 61 of the Public Records of Okaloosa County, Florida.

Legal from Plat:

See Attachment A

is hereby vacated, abandoned, discontinued and closed and the City of Destin hereby waives, releases, and abandons all its right, title, and interest and renounces and disclaims all rights and obligations of the City and the Public in and to said portion of Environmental Preservation Area subject to easements for the location of all existing utilities including, but not limited to, water, sewer, gas, communications, and electrical.

SECTION 4. SEVERABILITY. Should any section or provision of this Ordinance, or any portion thereof, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part hereof, other than the part declared to be invalid.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon approval by City Council, signature of the Mayor.

ADOPTED THIS ____ DAY OF _____

By: _____
Bobby Wagner, Mayor

ATTEST

Rey Bailey, City Clerk

The form and content of the above Ordinance is
hereby approved for legal sufficiency.

Kimberly Romano Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____

Steve O'Connor

From: MANNING, TOM <tm2709@att.com>
Sent: Wednesday, May 15, 2024 12:29 PM
To: Joe Bodi
Cc: CHANDLER, JASON; Louis Zunguze; Cindy Runyon; Dinah Kertz; Ryan Scott
Subject: RE: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon Mr. Bodi. AT&T Florida has no objection to the vacation of the Environmental Preservation Area of Pine Trace Subdivision. The closest AT&T facilities are located in the west right of way along Main Street.

thanks,

Tom Manning

SR Specialist OSP PIng and Engrg Design
Access-Construction & Engineering

AT&T Florida

6689 E. Magnolia St.
Milton, Fl. 32570-3682

m: 850-463-5176 | tm2709@att.com



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From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, May 15, 2024 12:07 PM
To: MANNING, TOM <tm2709@att.com>
Cc: CHANDLER, JASON <jc5372@att.com>; Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>
Subject: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Good Afternoon Tom

The City is initiating a vacation of the remaining area identified as the Environmental Preservation Area of Pine Ridge Trace Subdivision (Plat Book 7, Pages 60 & 61). The yellow highlighted area shown in the attachment. Please review and respond with no objection/approval of the vacation or a denial with reason(s). Email response will be accepted.

Joe D. Bodi

City of Destin
Community Development Department
Engineering Division
4100 Indian Bayou Trail
Destin, Fl. 32541
850.654.1119 or 850.460.8554

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Steve O'Connor

From: Louis Zunguze
Sent: Wednesday, May 15, 2024 6:03 PM
To: Joe Bodi
Cc: Cindy Runyon; Dinah Kertz; Ryan Scott; Michael Burgess; Lisa Firth
Subject: RE: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Thank you. As Community Development Director – I've no objections.



From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, May 15, 2024 1:50 PM
To: Michael Burgess <mburgess@cityofdestin.com>; Louis Zunguze <lzunguze@cityofdestin.com>; Lisa Firth <lfirth@cityofdestin.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>
Subject: FW: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Good Afternoon

The City is initiating a vacation of the remaining area identified as the Environmental Preservation Area of Pine Ridge Trace Subdivision (Plat Book 7, Pages 60 & 61). The yellow highlighted area shown in the attachment. Please review and respond with no objection/approval of the vacation or a denial with reason(s). Email response will be accepted.

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Steve O'Connor

From: Dixon, Roger (CCI-Southeast) <Roger.Dixon@cox.com>
Sent: Wednesday, May 15, 2024 1:18 PM
To: Joe Bodi
Cc: Louis Zunguze; Cindy Runyon; Dinah Kertz; Ryan Scott
Subject: RE: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision
Attachments: SCD_KM24051509170.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Joe,

Cox Communications has no objections to the City of Destin's vacation request. Cox has no facilities in the area designated on the provided document.

Thank you,

Roger Dixon
SR Construction Planner
Outside Plant Construction Gulf Coast
320 Racetrack Rd. NW, Fort Walton Beach, FL 32547
Office 850-314-8163 Cell 850-259-5083



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From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, May 15, 2024 12:05 PM
To: Dixon, Roger (CCI-Southeast) <Roger.Dixon@cox.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>
Subject: [EXTERNAL] Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Good Afternoon Roger

The City is initiating a vacation of the remaining area identified as the Environmental Preservation Area of Pine Ridge Trace Subdivision (Plat Book 7, Pages 60 & 61). The yellow highlighted area shown in the attachment. Please review and respond with no objection/approval of the vacation or a denial with reason(s). Email response will be accepted.

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From: [Rhodes, Stephen](#)
To: [Joe Bodi](#); [Johnson, Bernard](#)
Cc: [Louis Zunguze](#); [Cindy Runyon](#); [Dinah Kertz](#); [Ryan Scott](#); [Jeffrey Delashmutt](#); [Louis Zunguze](#); [Cindy Runyon](#); [Dinah Kertz](#); [Ryan Scott](#); [Jeffrey Delashmutt](#)
Subject: RE: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision
Date: Monday, July 22, 2024 12:48:16 PM
Attachments: [image001.jpg](#)
[SKM_C45824071912100.pdf](#)

Good afternoon, Joe,

We have reviewed this request, and based on the information you have provided regarding the public ROW on Wedge Ct being extended across the Environmental Preservation Area that is being proposed for vacation, and that extended area remaining a public ROW, FP&L has no objection to the City vacating the Environmental Preservation Area on the attached plat.

Please let me know if you need anything else or have any questions.

Respectfully,
Steve

Steve Rhodes
Corporate Real Estate
Office: 850.429.2401
Mobile: 850.417.4205



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From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Friday, July 19, 2024 1:19 PM
To: Johnson, Bernard <Bernard.Johnson@fpl.com>; Rhodes, Stephen <Stephen.Rhodes@fpl.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>; Jeffrey Delashmutt <jdelashmutt@cityofdestin.com>; Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon

<crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott
<rscott@cityofdestin.com>; Jeffrey Delashmutt <jdelashmutt@cityofdestin.com>

Subject: RE: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Good Afternoon Stephen

Per our conversation, The highlighted areas on the attached plat will remain public right-of-way. Let us know if you have any questions.

Joe Bodi
Engineering Assistant II
City of Destin Engineering Division
4100 Indian Bayou Trail
Destin, Fl. 32541
850.654.1119 or 850.460.8554

From: Johnson, Bernard <Bernard.Johnson@fpl.com>

Sent: Thursday, July 18, 2024 8:41 PM

To: Joe Bodi <jbodi@cityofdestin.com>

Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>; Jeffrey Delashmutt <jdelashmutt@cityofdestin.com>; Rhodes, Stephen <Stephen.Rhodes@fpl.com>

Subject: Re: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Evening Joe,

Please stay tuned for a call from our land agent Steve Rhodes to discuss some particulars. He looks to reach out to you by Monday if not Friday.

Best regards,
Bernard

Sent from my Verizon, Samsung Galaxy smartphone
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From: Joe Bodi <jbodi@cityofdestin.com>

Sent: Thursday, July 18, 2024 5:38:27 PM

To: Johnson, Bernard <Bernard.Johnson@fpl.com>

Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>; Jeffrey Delashmutt <jdelashmutt@cityofdestin.com>

Subject: RE: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Good Evening Bernard

Not yet.

Joe Bodi
Engineering Assistant II
City of Destin Engineering Division
4100 Indian Bayou Trail
Destin, FL 32541
850.654.1119 or 850.460.8554

From: Johnson, Bernard <Bernard.Johnson@fpl.com>
Sent: Thursday, July 18, 2024 11:38 AM
To: Joe Bodi <jbodi@cityofdestin.com>
Subject: Re: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Hey Joe, have you heard from Bill Maudlin as if yet regarding?

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From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, July 17, 2024 8:16:25 AM
To: Johnson, Bernard <Bernard.Johnson@fpl.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>; Jeffrey Delashmutt <jdelashmutt@cityofdestin.com>
Subject: FW: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Good Morning Bernard
Is there a status on this request?

Joe Bodi
Engineering Assistant II
City of Destin Engineering Division
4100 Indian Bayou Trail
Destin, FL 32541
850.654.1119 or 850.460.8554

From: Joe Bodi
Sent: Wednesday, May 15, 2024 12:22 PM
To: Johnson, Bernard <Bernard.Johnson@fpl.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>
Subject: FW: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Good Afternoon Bernard

The City is initiating a vacation of the remaining area identified as the Environmental Preservation Area of Pine Ridge Trace Subdivision (Plat Book 7, Pages 60 & 61). The yellow highlighted area shown in the attachment. Please review and respond with no objection/approval of the vacation or a denial with reason(s). Email response will be accepted.

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Community Development Department
Engineering Division
4100 Indian Bayou Trail
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“Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure.”

From: [Groat, Chris M](#)
To: [Joe Bodi](#); [Stone, Eddy](#)
Cc: [Louis Zunguze](#); [Cindy Runyon](#); [Dinah Kertz](#); [Ryan Scott](#)
Subject: RE: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision
Date: Wednesday, May 15, 2024 2:15:51 PM
Attachments: [image001.jpg](#)

Joe,
Lumen/CenturyLink has no objection to the vacation.

WarmOrange_White



Chris Groat

Network Implementation Project Manager

212 Hollywood Blvd SE, Fort Walton Bch, FL 32548

850-812-3761 Voice

christopher.m.groat@lumen.com

From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, May 15, 2024 12:21 PM
To: Groat, Chris M <Christopher.M.Groat@lumen.com>; Stone, Eddy <eddy.stone@lumen.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>
Subject: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

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Good Afternoon Ryan

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Steve O'Connor

From: Mitch Anderson <MitchAnderson@okaloosagas.com>
Sent: Wednesday, May 15, 2024 12:54 PM
To: Joe Bodi
Cc: ryanburns@okaloosagas.com; Louis Zunguze; Cindy Runyon; Dinah Kertz; Ryan Scott
Subject: RE: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Follow Up Flag: Follow up
Flag Status: Flagged

Hey Joe, thanks for the update. We're fine with the vacation.

From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, May 15, 2024 12:09 PM
To: Mitch Anderson <MitchAnderson@okaloosagas.com>
Cc: ryanburns@okaloosagas.com; Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>
Subject: FW: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Good Afternoon Mitch

The City is initiating a vacation of the remaining area identified as the Environmental Preservation Area of Pine Ridge Trace Subdivision (Plat Book 7, Pages 60 & 61). The yellow highlighted area shown in the attachment. Please review and respond with no objection/approval of the vacation or a denial with reason(s). Email response will be accepted.

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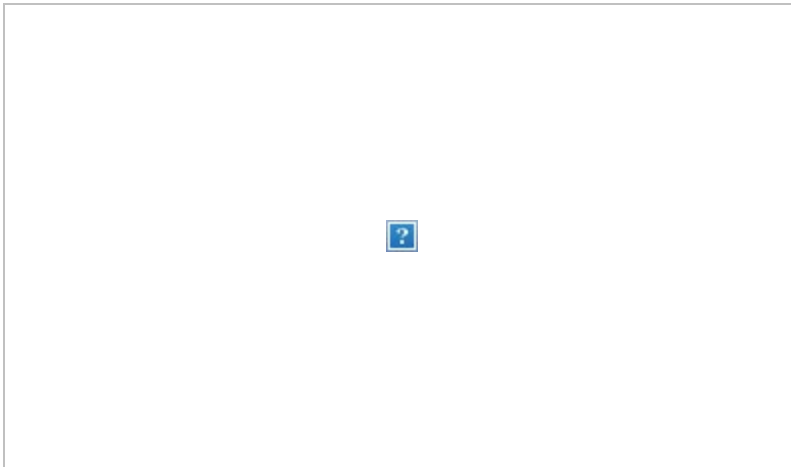
From: [Lisa Firth](#)
To: [Louis Zunguze](#); [Joe Bodi](#)
Cc: [Cindy Runyon](#); [Dinah Kertz](#); [Ryan Scott](#); [Michael Burgess](#)
Subject: Re: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision
Date: Wednesday, May 15, 2024 7:44:26 PM
Attachments: [image001.png](#)

Good here in parks

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From: Louis Zunguze <lzunguze@cityofdestin.com>
Sent: Wednesday, May 15, 2024 6:03:24 PM
To: Joe Bodi <jbodi@cityofdestin.com>
Cc: Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>; Michael Burgess <mburgess@cityofdestin.com>; Lisa Firth <lfirth@cityofdestin.com>
Subject: RE: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Thank you. As Community Development Director – I've no objections.



From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, May 15, 2024 1:50 PM
To: Michael Burgess <mburgess@cityofdestin.com>; Louis Zunguze <lzunguze@cityofdestin.com>; Lisa Firth <lfirth@cityofdestin.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>
Subject: FW: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Good Afternoon

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Steve O'Connor

From: Michael Burgess
Sent: Wednesday, May 15, 2024 2:09 PM
To: Joe Bodi; Louis Zunguze; Lisa Firth
Cc: Louis Zunguze; Cindy Runyon; Dinah Kertz; Ryan Scott
Subject: RE: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

Follow Up Flag: Follow up
Flag Status: Flagged

I have no objection to the request.

Michael G. Burgess MS, PH, CSM, CPWP-M, CFM
Director of Public Works & Emergency Management
3949 Commons Drive
Destin, FL 32541
(850) 837-6869



From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, May 15, 2024 1:50 PM
To: Michael Burgess <mburgess@cityofdestin.com>; Louis Zunguze <lzunguze@cityofdestin.com>; Lisa Firth <lfirth@cityofdestin.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Cindy Runyon <crunyon@cityofdestin.com>; Dinah Kertz <dkertz@cityofdestin.com>; Ryan Scott <rscott@cityofdestin.com>
Subject: FW: Vacation of entire Environmental Preservation Area of Pine Ridge Trace Subdivision

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Joe Bodi

From: Joe Bodi
Sent: Tuesday, February 18, 2025 10:20 AM
To: Robert Chad Rogers
Cc: Steve O'Connor; Michael Burgess; Tracy Stage; Anthony Peterson; Ryan Vinson; Monica Wallis
Subject: RE: Vacation request

Good Morning Chad

Yes, the item is on the City Council agenda for 3/3. Steve & I have reviewed the language requested is consistent with the LDC Article 7.15.00. All adjacent residents are already subject to the regulations. The agenda item will include these provisions to re-iterate the code regulations.

Regarding the analysis, you should be able to send it email.



From: Robert Chad Rogers <rrogers@myokaloosa.com>
Sent: Friday, February 14, 2025 11:46 AM
To: Joe Bodi <jbodi@cityofdestin.com>
Cc: Steve O'Connor <soconnor@cityofdestin.com>; Michael Burgess <mburgess@cityofdestin.com>; Tracy Stage <tstage@myokaloosa.com>; Anthony Peterson <apeterson@myokaloosa.com>; Ryan Vinson <rvinson@myokaloosa.com>; Monica Wallis <mwallis@dwuinc.com>
Subject: RE: Vacation request

Joe,

I wanted to touch base on the vacation status and documentation/language we recommended. We did receive the hard copy notice in the mail. Are you still on track for the item being on the 3/3 City Council meeting agenda?

I also have the stormwater analysis study for the DTS airport ready for review. It is about 15MB and hoping I can e-mail. I will send separately so that I can ensure that this note gets through. Thanks and have a good weekend.

VR,

Chad

From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, January 29, 2025 7:09 AM
To: Robert Chad Rogers <rrogers@myokaloosa.com>
Cc: Steve O'Connor <soconnor@cityofdestin.com>; Michael Burgess <mburgess@cityofdestin.com>; Tracy Stage <tstage@myokaloosa.com>; Anthony Peterson <apeterson@myokaloosa.com>; Ryan Vinson <rvinson@myokaloosa.com>; Monica Wallis <mwallis@dwuinc.com>
Subject: RE: Vacation request

Good Morning Chad

Very good. Thank you. I'll work with Steve to work on the documentation. Additionally, the item is set for the March 3rd City Council meeting.

Let me know when you and your team would like to talk stormwater.



From: Robert Chad Rogers <rrogers@myokaloosa.com>
Sent: Tuesday, January 28, 2025 5:34 PM
To: Joe Bodi <jbodi@cityofdestin.com>
Cc: Steve O'Connor <soconnor@cityofdestin.com>; Michael Burgess <mburgess@cityofdestin.com>; Tracy Stage <tstage@myokaloosa.com>; Anthony Peterson <apeterson@myokaloosa.com>; Ryan Vinson <rvinson@myokaloosa.com>; Monica Wallis <mwallis@dwuinc.com>
Subject: RE: Vacation request

Joe,

Proposed verbiage to include in an avigation easement for this purpose is directly below. Certainly if/when the City makes the determination of what it plans to do, we would like to stay informed and engaged to bless the determined way forward. I know the LDC is in re-write with final draft form posted on your website, and depending that timing could affect some of the references.

VR,

Chad

The City of Destin has a specific section in the Land Development Code (LDC) dealing with the Destin Executive Airport (Airport) as it relates to construction of residences within any applicable zones. Each Residence and Lot is subject to the City of Destin LDC, referenced specifically are Section 7.15.00, Airport and aircraft zoning regulations and Section 7.15.08 Noise zones established.

Each Residence shall not construct, erect, suffer to permit or allow any structure or vegetation which exceed the building height of any existing structure on the property.

Each Residence shall not promote any activity on the Lot that would interfere with, or be a hazard to, the flight of aircraft over the land or to and from the airport, or that interferes with air navigation and communication facilities serving the Airport, including , but not limited to, smoke generating activities.

In addition, there is recognized and understood that operation of and passage of all types of aircraft in and through the airspace surrounding the Lots at altitudes of less than 500 feet above the surface in the vicinity of the Airport exist and will continue. Such operations may involve all types of aircraft, to include piston-powered and turbine-powered fixed wing and rotor wing aircraft. Said operation of aircraft includes landing at, taking off from, overflying at low altitude, or operating on or near the Airport. It is understood that fumes, vibrations, and lights are part of the normal operation of the Airport and the Residential Lot may be affected by such noise, fumes, vibrations, and lights.

In addition, any proposed development within the Lot may require review by approval by the Federal Aviation Administration through the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) division, as referenced in Title 14 Code of Federal Regulations Chapter I Subchapter E Part 77.9.

From: Joe Bodi <jbodi@cityofdestin.com>

Sent: Tuesday, January 28, 2025 8:30 AM

To: Robert Chad Rogers <rrogers@myokaloosa.com>

Cc: Steve O'Connor <soconnor@cityofdestin.com>; Michael Burgess <mburgess@cityofdestin.com>; Anthony Peterson <apeterson@myokaloosa.com>; Monica Wallis <mwallis@dwuinc.com>; Ryan Vinson <rvinson@myokaloosa.com>

Subject: RE: Vacation request

Good Morning Chad

Currently, DWU has no facilities in this area however, DWU & FPL have expressed interest in obtaining easements prior to the vacation and will be working toward that. Please provide easement language. Is the easement consistent with the other subdivisions surrounding the airport?

I'll more likely be the best city contact for citywide stormwater plan.



From: Robert Chad Rogers <rrogers@myokaloosa.com>

Sent: Monday, January 27, 2025 3:59 PM

To: Joe Bodi <jbodi@cityofdestin.com>

Cc: Steve O'Connor <soconnor@cityofdestin.com>; Michael Burgess <mburgess@cityofdestin.com>; Anthony Peterson

<apeterson@myokaloosa.com>; Monica Wallis <mwallis@dwuinc.com>; Ryan Vinson <rvinson@myokaloosa.com>

Subject: RE: Vacation request

Joe,

Coordinated with the boss on some of the past history. If correct, we recall that the area served as retention and a buffer. Destin Water Users might have an "overflow" line that actually discharges into this area during major storms? I've copied Monica Wallis so that DWU can also get in on the coordination. They may have an easement on the area if an underground line(s) exist.

The Airports would not object to the property being absorbed by the individual parcels if an aviation easement were placed on the portion being conveyed. This would protect the Airport and make very clear to the property owner that the buffer would be gone with their property line bordered directly to the DTS Airport. If you would like some sample aviation easement language please let me know and we can forward some recommended verbiage.

Thanks for reaching out and look forward to continuing the conversation.

Also FYSA, I'll likely be reaching out soon for the City's stormwater POC to coordinate the next steps in our DTS Stormwater Master Plan report. We have been looking at stormwater conditions on the airport and looking for improvements where possible in future projects. I want to ensure the City is in sync with our consultant's report and able to provide feedback before we finalize and post to the public via our website.

VR,

Chad

Robert C. Rogers, P.E., C.M.
Airports Deputy Director
Okaloosa County Airports

1701 State Rd 85 N
Eglin AFB, FL 32542-1498
Office: (850) 651-7160, Option 0 then Ext. 1055
Cell: (850) 612-6862
E-mail: rrogers@myokaloosa.com



Destin-Fort Walton Beach Airport (VPS) - Destin Executive Airport (DTS) - Bob Sikes Airport (CEW)

www.FlyVPS.com www.FlyCEW.com www.FlyDTS.com

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records available to the public and media upon request. Therefore, this written email communication including your email address, may be subject to public disclosure.

From: Joe Bodi <jbodi@cityofdestin.com>

Sent: Friday, January 24, 2025 1:54 PM

To: Robert Chad Rogers <rrogers@myokaloosa.com>

Cc: Steve O'Connor <soconnor@cityofdestin.com>; Michael Burgess <mburgess@cityofdestin.com>

Subject: Vacation request

Good Afternoon Mr Rogers

The City is in process of vacating the area designated as the Environmental Preservation Areas on the attached Pine Ridge Trace plat. The areas are highlighted in yellow on the attached plat. This subdivision was platted prior to the City's incorporation and has not been able to find any reason for the designated areas. The plat dedicated these areas to the public and the County conveyed these properties and rights-of-ways interests to the City upon incorporation. Staff has observed that much of these areas have already been cleared & incorporated into the adjacent properties and no other subdivision has these similarly designated areas. These properties would be divided between the adjoining private properties and placed back on the tax roles. The property segments adjacent to the four rights-of-ways would remain public property.

As the largest adjacent property owner, the City is interested in the Airport's thoughts.



"Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure."

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

"Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure."

"Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure."

City of Destin
Notice
Of
City Council Meeting

**Vacation of ROW/
Environmental Preservation Area**

Time: 6:00pm

Date: March 3, 2025

**Located at Destin City Hall Annex
4100 Indian Bayou Trail, Destin, FL**

City of Destin
Notice
of
City Council Meeting

**Vacation of ROW/
Environmental Preservation Area**

Time: 6:00pm

Date: March 3, 2025

**Located at Destin City Hall Annex
4100 Indian Bayou Trail, Destin, FL**

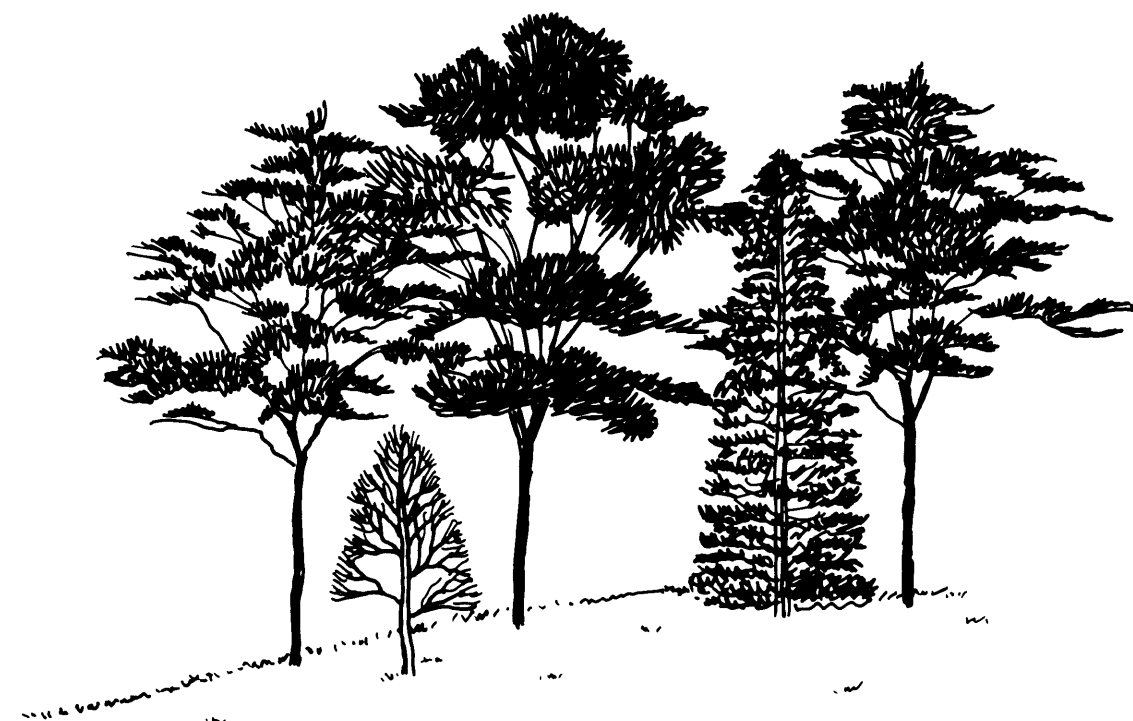
City of Destin
Notice
Of
City Council Meeting

Vacation of ROW/
Environmental Preservation Area

Time: 6:00pm

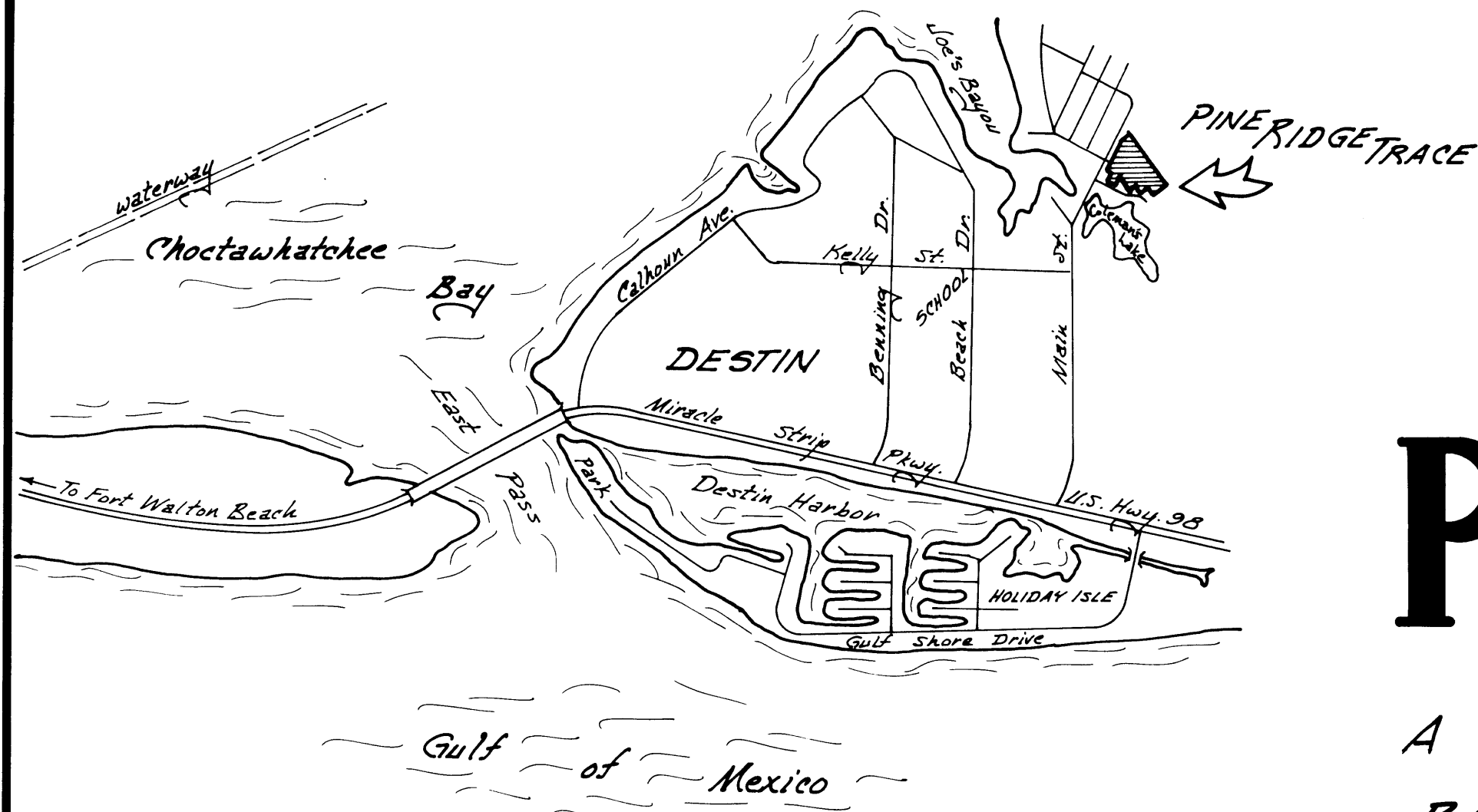
Date: March 3, 2025

Located at Destin City Hall Annex
4100 Indian Bayou Trail, Destin, FL



PINE RIDGE TRACE

A TOWNHOME DEVELOPMENT LYING IN TOWNSHIP 2 SOUTH,
RANGE 22 WEST, TOWN of DESTIN, OKALOOSA COUNTY, FLORIDA



DESCRIPTION

BEGINNING AT A CONCRETE MONUMENT (P.R.M. No. 3222) MARKING THE NORTHEAST CORNER OF LOT 1, BLOCK 'E', LAKESIDE VILLAGE, PHASE 1, AS RECORDED IN PLAT BOOK 5, PAGE 142, PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, 90 THENCE S. 52°00'00"W, 67.86 FEET; THENCE S. 26°53'43"W, 180.00 FEET; THENCE S. 63°06'17"E, 130.00 FEET; THENCE S. 26°53'43"W, 80.00 FEET; THENCE S. 52°46'53"E, 60.22 FEET; THENCE N. 26°53'43"E, 143.56 FEET; THENCE S. 38°00'00"E, 530.86 FEET; THENCE N. 52°00'00"E, 135.90 FEET; THENCE S. 38°00'00"E, 400.2 FEET TO THE P.C. OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 33°17'51", A TANGENT OF 35.83 FEET, A CHORD BEARING AND DISTANCE OF S. 21°21'04"E, 68.76 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 69.74 FEET TO THE P.T.; THENCE N. 85°17'51"E, 60.00 FEET; THENCE N. 51°30'35"E, 153.55 FEET; THENCE S. 38°00'00"E, 101.01 FEET; THENCE N. 52°00'00"E, 45.00 FEET; THENCE S. 38°00'00"E, 136.36 FEET; THENCE S. 67°22'15"W, 86.90 FEET TO THE P.C. OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 202.68 FEET, A CENTRAL ANGLE OF 17°01'26", A TANGENT OF 30.34 FEET, A CHORD BEARING AND DISTANCE OF S. 22°37'46"E, 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 60.22 FEET TO THE P.T.; THENCE N. 67°22'15"E, 66.95 FEET; THENCE S. 22°37'45"E, 150.57 FEET; THENCE N. 52°00'00"E, 350.00 FEET TO A POINT ON THE DESTIN AIRPORT BOUNDARY; THENCE N. 38°00'00"W, 1545.60 FEET TO THE POINT-OF-BEGINNING. CONTAINING 18.54 ACRES, MORE OR LESS.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT F. B. BEAR, G. W. MEHLING, AND J. C. MONTANA, THE FEE SIMPLE OWNERS OF THE PROPERTY DESCRIBED IN THIS PLAT OF PINE RIDGE TRACE, A TOWNHOME DEVELOPMENT, DO HEREBY DECLARE THAT THEY HAVE CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN ON THIS PLAT, AND HEREBY DEDICATE TO THE PUBLIC FOR THEIR USE, ALL STREETS, ROADS, THOROUGHFARES, AND ENVIRONMENTAL PRESERVATION AREAS SHOWN HEREON.

F. B. BEAR

G. W. MEHLING

J. C. MONTANA

ATTEST

ATTEST

ATTEST

ACKNOWLEDGEMENT STATE OF FLORIDA, COUNTY OF OKALOOSA

BEFORE THE UNDERSIGNED PERSONALLY APPEARED F. B. BEAR, G. W. MEHLING, AND J. C. MONTANA, KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED THEY EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH THIS 5TH DAY OF OCTOBER, 1981.

MY COMMISSION EXPIRES 11/21/81, 1981. NOTARY PUBLIC

TITLE OPINION

IT IS THE OPINION OF THE UNDERSIGNED ATTORNEY-AT-LAW, LICENSED IN FLORIDA, THAT TITLE TO LAND DESCRIBED HEREON IS IN THE NAME OF THE DEDICATORS AS SHOWN HEREON, AND THAT THERE ARE NO UNSATISFIED MORTGAGES ON THE LAND THIS 8TH DAY OF OCTOBER, 1981.

ATTORNEY-AT-LAW Roy E. Campbell

PREPARED BY

CHOCTAW ENGINEERING, INC.
Engineers - Surveyors
172 TRUXTON AVENUE
FT. WALTON BEACH, FLORIDA

DATE October 8, 1981

COUNTY ENGINEER'S CERTIFICATE

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COUNTY ENGINEER OF OKALOOSA COUNTY, FLORIDA, AND WAS APPROVED BY HIM ON THE 20 DAY OF OCTOBER, 1981.

COUNTY ENGINEER David J. Humphreys

PLANNING COMMISSION'S CERTIFICATE

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE PLANNING COMMISSION OF OKALOOSA COUNTY, FLORIDA, AND WAS APPROVED BY THEM ON THE 22ND DAY OF JULY, 1982.

CHAIRMAN D. M. Linn

COUNTY COMMISSIONERS' APPROVAL

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA, AND APPROVED BY THEM FOR RECORD ON THE 19 DAY OF APRIL, 1983.

CHAIRMAN

MEMBER

MEMBER

MEMBER

MEMBER

COUNTY CLERK'S CERTIFICATE

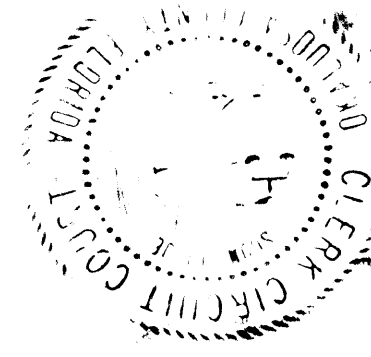
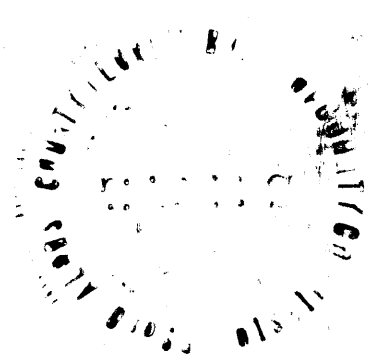
I, NEWMAN C. BRACKIN, HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON THE 4TH DAY OF JULY, 1983, IN PLAT BOOK , PAGES 64.

CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE

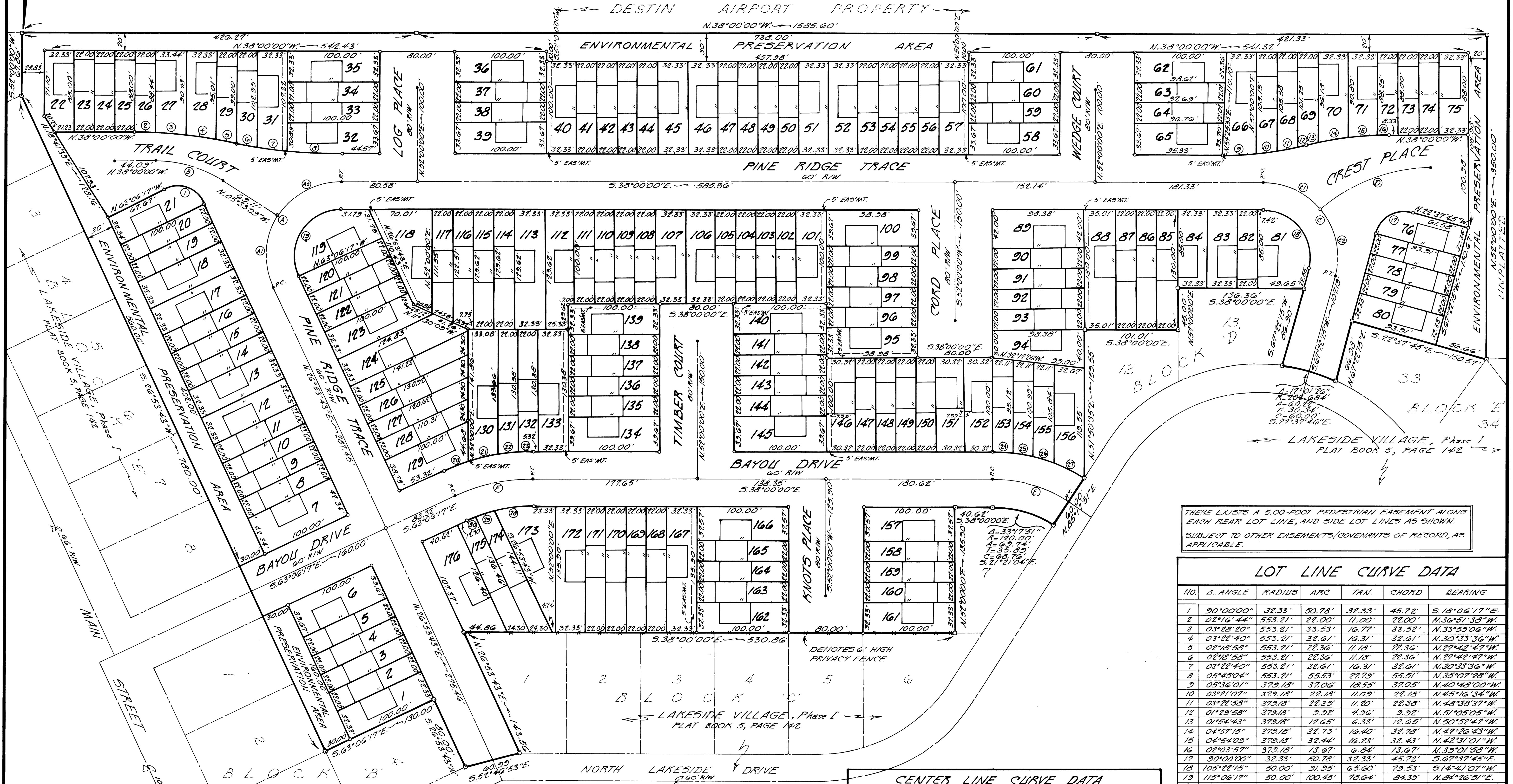
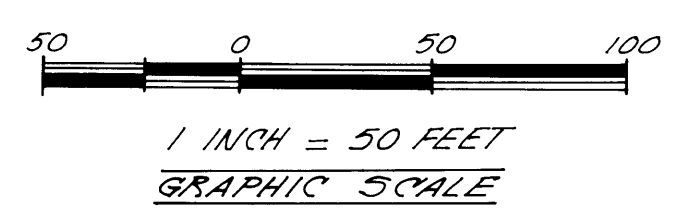
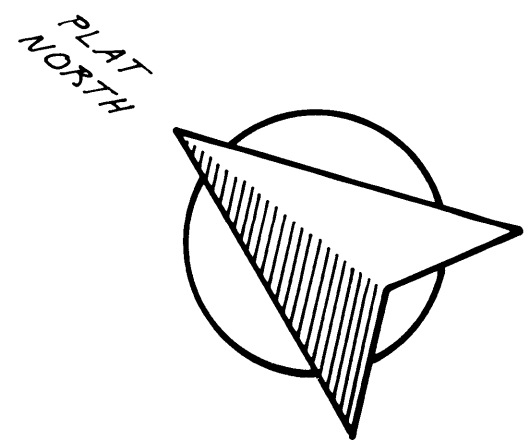
I, BASIL BOLES, HEREBY CERTIFY THAT I PREPARED THIS PLAT AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED UNDER MY DIRECTION AND SUPERVISION; THAT P.R.M.'S HAVE BEEN PLACED AS INDICATED HEREON (P.R.P.'S WILL BE SET), AND THAT IT COMPLIES WITH ALL PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AS WELL AS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FLORIDA PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 1162
DATE OCTOBER 8, 1981



PINE RIDGE TRACE

A TOWNHOME DEVELOPMENT LYING IN TOWNSHIP 2 SOUTH,
RANGE 22 WEST, TOWN of DESTIN, OKALOOSA COUNTY, FLORIDA



THERE EXISTS A 5.00-FOOT PEDESTRIAN EASEMENT ALONG EACH REAR LOT LINE, AND SIDE LOT LINES AS SHOWN. SUBJECT TO OTHER EASEMENTS, COVENANTS OF RECORD, AS APPLICABLE.

LOT LINE CURVE DATA						
NO.	Δ-ANGLE	RADIUS	ARC	TAN.	CHORD	BEARING
1	90°00'00"	32.33'	50.78'	32.33'	45.72'	S.18°06'17"E
2	02°16'44"	553.21'	22.00'	11.00'	22.00'	N.36°51'38"W
3	03°28'20"	553.21'	33.53'	16.77'	33.52'	N.33°50'06"W
4	03°22'40"	553.21'	32.61'	16.31'	32.61'	N.30°33'36"W
5	02°18'58"	553.21'	22.36'	11.18'	22.36'	N.27°42'47"W
6	02°18'58"	553.21'	22.36'	11.18'	22.36'	N.27°42'47"W
7	03°22'40"	553.21'	32.61'	16.31'	32.61'	N.30°33'36"W
8	05°45'04"	553.21'	55.53'	27.79'	55.51'	N.35°07'28"W
9	05°36'01"	379.18'	37.06'	18.55'	37.05'	N.40°43'00"W
10	03°21'07"	379.18'	22.18'	11.09'	22.18'	N.45°16'34"W
11	03°24'58"	379.18'	22.39'	11.20'	22.38'	N.48°38'37"W
12	01°29'58"	379.18'	9.92'	4.96'	9.92'	N.51°05'05"W
13	01°54'43"	379.18'	12.65'	6.33'	12.65'	N.50°52'42"W
14	04°57'15"	379.18'	32.79'	16.40'	32.78'	N.47°26'43"W
15	04°54'09"	379.18'	32.44'	16.23'	32.43'	N.42°31'01"W
16	02°03'57"	379.18'	13.67'	6.84'	13.67'	N.39°01'58"W
17	30°00'00"	32.33'	50.78'	32.33'	45.72'	S.67°37'45"E
18	105°22'15"	50.00'	91.35'	65.60'	79.53'	S.14°41'07"W
19	115°06'17"	50.00'	100.45'	78.64'	84.39'	N.84°26'51"E
20	06°55'25"	230.00'	27.79'	13.91'	27.78'	N.59°38'34"W
21	08°29'50"	230.00'	34.11'	17.09'	34.08'	N.51°55'57"W
22	05°31'22"	230.00'	22.77'	11.09'	22.76'	N.44°55'21"W
23	04°08'40"	230.00'	16.70'	8.36'	16.70'	N.40°04'50"W
24	07°01'13"	180.00'	22.05'	11.04'	22.04'	N.34°19'24"W
25	07°07'44"	180.00'	22.40'	11.21'	22.38'	N.27°24'55"W
26	07°11'39"	180.00'	23.12'	11.58'	23.11'	N.20°10'13"W
27	11°47'13"	180.00'	37.03'	18.58'	36.91'	N.10°35'46"W
28	14°29'37"	170.00'	43.00'	21.62'	42.89'	S.43°34'48"E
29	07°28'27"	170.00'	22.18'	11.10'	22.16'	S.56°13'50"E
30	03°08'13"	170.00'	9.31'	4.65'	9.31'	S.67°32'10"E

CENTER LINE CURVE DATA						
CURVE	Δ-ANGLE	RADIUS	ARC	TAN.	CHORD	BEARING
A	115°06'17"	80.00'	160.72'	125.83'	135.02'	N.84°26'51"E
A1	57°53'05"	80.00'	80.36'	43.94'	77.02'	N.55°40'11"E
A2	57°53'05"	80.00'	80.36'	43.94'	77.02'	S.66°46'34"E
B	32°26'51"	135.53'	76.75'	39.44'	75.73'	N.12°46'34"W
C	109°22'15"	80.00'	147.13'	104.36'	127.25'	S.14°41'07"W
C1	50°12'00"	80.00'	70.13'	37.56'	65.00'	S.12°51'00"W
C2	58°04'15"	80.00'	76.90'	41.71'	73.97'	S.39°40'07"W
D	39°44'00"	185.43'	128.49'	66.94'	125.93'	S.57°41'00"E
E	33°47'51"	50.00'	81.71'	44.86'	85.95'	S.21°41'04"E
F	25°06'17"	200.00'	87.68'	44.53'	86.93'	S.50°33'03"E

- NOTES**
1. 0-DENOTES PERMANENT REFERENCE MARKER (P.R.M.) NO. 3892
 2. O-DENOTES PERMANENT CONTROL POINT (P.C.P.) TO BE SET UPON COMPLETION OF IMPROVEMENTS.
 3. REQUIRED BUILDING SETBACKS: MIN. FRONT — 40'
MIN. REAR — 10'
TYP. SIDE YARD — 10' (EXCEPT AS NOTED)
 4. BUILDINGS SHOWN HEREON ARE PROPOSED AT THE TIME OF THIS PLATTING AND THEREFORE ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES

PREPARED BY
CHOCTAW ENGINEERING, INC.
Engineers - Surveyors
172 TRUXTON AVENUE
FT. WALTON BEACH, FLORIDA
DATE October 8, 1981

Pine Ridge Trace
Pg 7-61



Community Development

Planning and Zoning Division

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

January 28, 2025

Subject: Notification of City Initiated Vacation of Environmental Protection Area (EPA) – Pine Ridge Subdivision. Parcel ID: # 00-2S-22-2077-0000-0EPA (Ordinance NO. 24-16-CN).

Dear Property Owner:

The purpose of this letter is to notify you that the City of Destin is initiating the vacation, abandonment, discontinuation and closure of the remaining public Environmental Preservation Area (EPA) in Pine Ridge Trace Subdivision, and the portion of the EPA adjacent to the properties within Pine Ridge Trace shall receive the vacated, abandoned, discontinued and closed segments of property. As an owner of property located within 300 feet of this project, **Section 2.17.00 of the Destin Land Development Code (LDC)** requires a written notice providing you the following information.

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

1. Name of Owner / Agent: City of Destin
2. Parcel ID Number: 00-2S-22-2077-0000-0EPA
3. Project Description: The City of Destin will vacate the EPA and the adjacent Pine Ridge Trace properties, identified below, shall receive the vacated property:

PARCEL ID NUMBERS		
00-2S-22-2077-0000-0010	00-2S-22-2077-000A-0010	00-2S-22-2077-000C-0080
00-2S-22-2077-0000-0020	00-2S-22-2077-000A-0020	00-2S-22-2077-000C-0090
00-2S-22-2077-0000-0030	00-2S-22-2077-000B-0010	00-2S-22-2077-0000-0610
00-2S-22-2077-0000-0040	00-2S-22-2077-000B-0020	00-2S-22-2077-0000-0620
00-2S-22-2077-0000-0050	00-2S-22-2077-000B-0030	00-2S-22-2077-0000-0660
00-2S-22-2077-0000-0070	00-2S-22-2079-000A-0010	00-2S-22-2077-0000-0670
00-2S-22-2077-0000-0080	00-2S-22-2079-000A-0020	00-2S-22-2077-0000-0680
00-2S-22-2077-0000-0090	00-2S-22-2079-000A-0040	00-2S-22-2077-0000-0690
00-2S-22-2077-0000-0100	00-2S-22-2077-0000-0360	00-2S-22-2077-0000-0700
00-2S-22-2077-0000-0110	00-2S-22-2077-000C-0010	00-2S-22-2077-0000-0710
00-2S-22-2077-0000-0120	00-2S-22-2077-000C-0020	00-2S-22-2077-0000-0720
00-2S-22-2077-0000-0130	00-2S-22-2077-000C-0030	00-2S-22-2077-0000-0730
00-2S-22-2077-0000-0140	00-2S-22-2077-000C-0040	00-2S-22-2077-0000-0740
00-2S-22-2077-0000-0150	00-2S-22-2077-000C-0050	00-2S-22-2077-0000-0750
00-2S-22-2077-0000-0160	00-2S-22-2077-000C-0060	00-2S-22-2077-000G-0010
00-2S-22-2077-0000-0170	00-2S-22-2077-000C-0070	00-2S-22-2077-000G-0020



4. Location Map: Please refer to the map attached to this letter.
5. Location of Vacation of EPA Package: To request a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a public records request online: <http://www.cityofdestin.com/forms.aspx?fid=121>

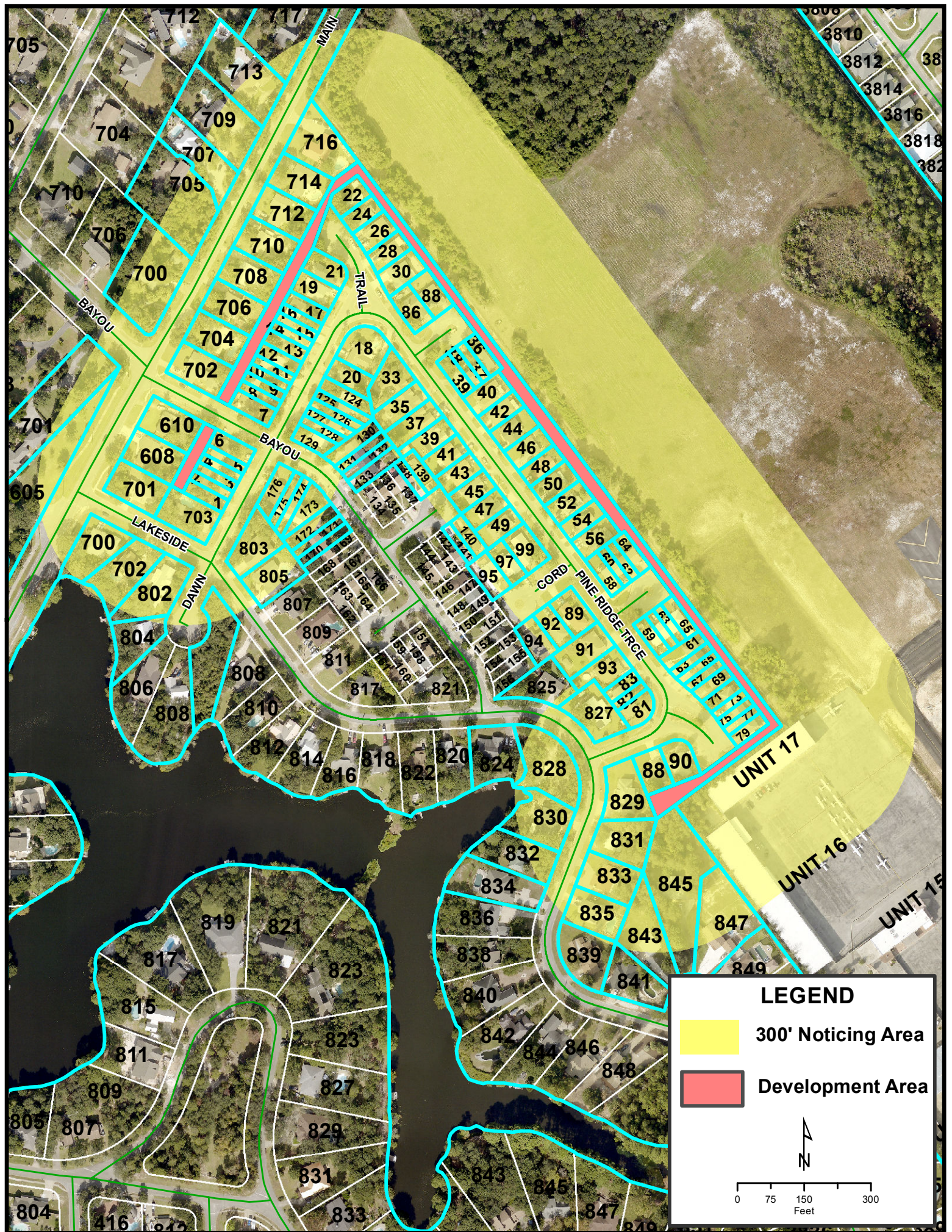
If you have any questions, please do not hesitate to call (850) 654-1119 or email planning@cityofdestin.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jesse Hernandez', with a stylized flourish at the end.

Jesse Hernandez
Planner

CC: Steve O'Connor, AICP, Deputy Director, Community Development
Planning Division
Project File



OWNER_NAME	ADDRESS_1
ALEXANDER RYAN	97 CORD PLACE
ALLEN CELIA S TRUST	21 HIGDON CT NW
ALLEN JACOB G	63 WEDGE CT
ARCEO JONAS B & JEASIE R	8242 SEQURA ST
ATKINS MICHAEL P & ROBYN S	608 MAIN ST
AUGUSTINE CARSON M	79 CREST PLACE
AUGUSTINE JUILE	832 N LAKESIDE DR
BACKES EVAN J	24810 LAS PILAS
BAGWELL RODGER D & MARCIA	126 SHANNON RD
BAILEY ALLEN	26 TRAIL COURT
BARDELL MATTHEW A & DARLA K	835 NORTH LAKESIDE DR
BARKER JENNIFER B & DAVID D	175 EMARIE GREY CIR
BATES KEITH W & PATRICIA	17 PINE RIDGE TRACE
BELCHER AMANDA J	6 PINE RIDGE TRACE
BLAISE IAN M & HALEY L	702 LAKESIDE DR N
BLUMENTHAL CHRISTOPHER L	714 MAIN ST
BONASERA TODD S	1505 E PONDEROSA RD
BRADY AMANDA M	125 PINE RIDGE TRCE
BRADY SHAWN W	10 PINE RIDGE TRACE
BRYANT CHERYL	133 BAYOU DR
BUEGE BRIAN M	42 PINE RIDGE TRCE
BUROKER DOUGLAS A & ANN E	4066 INDIAN TRAIL
BUTLER JAMES H & TAMELA D	710 MAIN ST
CARROLL BARBARA J	55 COUNTRY CLUB DR E
CARTER DARA N	831 N LAKESIDE DR
CHESSER JEFFORY A	65 WEDGE CT
CHOU CHIHMIN	2930 W COUNTY HWY 30A, #210
CITY OF DESTIN	4200 INDIAN BAYOU TRAIL
CORRALES CRISTINA DEL CARMEN	39 PINE RIDGE TRCE
CRISSEY ROWENA L	77 CREST PLACE
CRUZ-MIDDLETON SUSANA I	89 PINE RIDGE TRCE
DAVIS ROBERT C & RACHEL M	56 PINE RIDGE TRCE
DE BARROS GABRIEL	1 PINE RDG TRCE
DE BARROS GABRIEL P	71 CREST PLACE
DE BARROS YAHSMIN	82 PINE RIDGE TRCE
DESTIN NINA ROBSON 2023 TRUST	610 BEACH DRIVE
DICESARE V P JR & PATRICIA	3 ARBOR DR
DRIER JANET M	19 PINE RIDGE TRACE
DRIGGERS ARTHUR H III & KATHERINE EGGER	700 BAYOU DR
EGGMAN KENNETH R JR	610 MAIN ST
ENTREKIN JOHN C	241 ELLIS RD UNIT 1
FANELLA-ZIMMER JARRETT A & REBECCA M	46 PINE RIDGE TRACE
FLORENCE SETH M	139 TIMBER CT
FLOYD CYNTHIA	129 BAYOU DR
FRANKLIN PATRICIA	700 N LAKESIDE DR

GAINES RUSSELL P & ANA
GARNER CHRISTOPHER A
GIZOWSKI JOLANTA J
GOODMAN KATHLEEN E
GORDON JOHN G III
GRAMM MICHELLE A
GREEN JAMES T III & RACHEL D
GRIFFIN KARA O & COLTEN D
GUESSFORD CLAYTON NOEL
GUTHRIE RONALD B
HALEY FAMILY PROPERTIES LLC
HANNA TOBY
HARRISON JOHN W III
HEBERT TERESA R TRUST
HERBERT JOHN J IV
HILEMAN RICHARD E
HOORMAN J G & DAHLSTROM PAULA
HORNSTEIN JULIA LEUNG TRUST
HOUSE BRANDON R & MAMI
HUYNH BA DU & LE VY THI AI
IGLESIAS MONICA M
JOHNSEY JESSICA & JACKIE H
JOHNSON MARCUS W
KALINOSKI KENNETH A & JEAN M
KARIMOVA MUNISKHON
KASHYNSKI ELLEN
KELLER DEBRA L
KIENE ANDREA M
KILPATRICK CODY W ET AL
KING JUDITH A
KUENZEL DAVID W II
LAKE COLEMAN OWNERS ASSOC INC
LEE STEVEN P
LEWELLYN MAYA R
LUCAS JAN S & GEORGE C
MARCADES DEAN J
MARCEV ERIC & ARCEGA JEMIELYN
MCCONEGHY CYNTHIA B
MCPHERSON FRANK & SUSAN
MCPHERSON LYNN M & ROBERT C
MEKHAIL MADELEINE A & BAHGAT A ET AL
MELFI VINCENT D
MIDDLETON SUSANA I
MILLER JARROD S
MIMS MALCOLM CHARLES
MOORE STEVEN & CHERI

834 LAKESIDE DR
3125 EARL KENNEDY RD
8504 PUNTA LORA
3864 NUB GARLAND RD
802 DAWN LANE
717 MAIN ST
824 LAKESIDE DR N
48 PINE RIDGE TRACE
175 BAYOU DR
704 MAIN ST
3108 OVERHILL RD
713 HARBOR LN
827 N LAKESIDE DR
716 MAIN ST
9700 SYLVA CT
49 PINE RIDGE TRACE
18 PINE RIDGE TRACE
10277 SHIREOAKS LANE
702 MAIN ST
30 TRAIL CT
47 PINE RIDGE TRACE
39 LOG PL
86 LOG PL
701 BAYOU DR
829 N LAKESIDE DR
61 PINE RIDGE TRACE
35 PINE RIDGE TRACE
24 TRAIL COURT
73 CREST PLACE
90 CREST PLACE
44 PINE RIDGE TRACE
814 N LAKESIDE DR
37 PINE RIDGE TRCE
88 LOG PL
707 MAIN ST
59 WALTON WAY
246 REARDEN WAY
88 CREST PL
709 MAIN ST
708 MAIN ST
839 N LAKESIDE DR
131 BAYOU DR
89 PINE RIDGE TRCE
343 SKYLER RUN
45 PINE RIDGE TRACE
43 PINE RIDGE TRACE

MORRIS BRANDY	4317 W OAKEY BLVD
NACOL NANCY	830 N LAKESIDE DR
NASHA CASA LLC	981 HWY 98 E, #3-241
NIKOLOV KRASIMIR & MUEROVA VASILENA	303 LAN ROB LN
OKALOOSA CO AIRPORT & IND AUTHORITY	101 E JAMES LEE BLVD
PARKS MICHAEL A	60 WEDGE CT
PETRUCCI STEVEN A & NICHOLAS M	26253 ST LUCIA DR
PITTMAN BRITTANY M	315 BAYOU CIR
POOLE SAMUEL C & CHELSEE H	174 BAYOU DR
POORE DAVID L	PO BOX 7245
POORE GARY M	3405 FAIRWAY CT
PORTER JEFFREY G	54 PINE RIDGE TRACE
PRESCOTT JEFFREY & MABEL R	PO BOX 5178
PRESCOTT MABEL R & JEFFREY A	87 BARRACUDA ST
RAMOS JONATHAN	120 STEPHENS LN
RAY LOWELL L	847 LAKESIDE DR N
REZMER CHRISTOPHER & HAGEN LISA J	91 PINE RIDGE TRACE
RODENBOUGH APRIL M & MICHAEL J	713 MAIN ST
RYKOSKEY WESLEY M	61 WEDGE CT
SAILORS CAROL A	33 PINE RIDGE TRACE
SCHULTZ CRAIG M & DONNA L	21 PINE RIDGE TRACE
SIMPSON DEVIN E	22 TRAIL CT
SMITH CYNTHIA L & HINTERTHAN MARK	705 MAIN ST
SMITH MARTIN E	93 PINE RIDGE TRACE
SMITH ROSEMARY M & SCHINELL J	14 PINE RIDGE TRCE
SORIANO JAY MARK B	52 PINE RIDGE TRCE
SORIANO JAY-MARK & JOHN JESUS B	52 PINE RIDGE TRACE
SPICER CATHERINE E TRUST	128 PINE RIDGE TRACE
STEELE KYLE D	2605 CAMINO PLATA LOOP NE
STUART MICHELLE	5 PINE RIDGE TRCE
SUTTERLIN DAVID	805 N LAKESIDE DR
SWEATT CODY J	456 JUSTIN CIR
TATUM NICOLETA & TOBIE L	109 AUDUBON WAY
TRAINOR JACKSON R & ANGELIA D	20 PINE RIDGE TRACE
TRAPPE NATHAN A & MELISSA L	PO BOX 311
TRI-H PROPERTIES LLC	5830 150TH PL SW
TURNER MICHELLE & LARRY	95 CORD PLACE
VENUS JAMES D & BARBARA	2 PINE RIDGE TRACE
VILLANO MICHAEL J & BROOKE	413 CALHOUN AVE
VITAKU RRON	3937 MESA RD
WARD ALLEN F & CAROL C	825 N LAKESIDE DR
WASIK BRIAN	PO BOX 5214
WELDON KATHRYN LYNNE	92 CORD PLACE
WEN WENDY	850 W HICKORY STREET
WESLYS RENTALS LLC	613 FIFTH ST
WILSON BILL B & VIRLIE T	83 PINE RIDGE TRCE

WORK SCOTT
YOUNG DAVID M & CHRISTY D
YOUNG JOE & DEBORAH TRUST
YOUNG TIERRA

324 SERINA COVE
712 MAIN ST
828 NORTH LAKESIDE DR
9 PINE RIDGE TRACE #9

CITY_NAME	ST	ZIPCODE
DESTIN	FL	32541
FT WALTON BEACH	FL	32547-1610
DESTIN	FL	32541
NAVARRE	FL	32566
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
SAN ANTONIO	TX	78261-2254
LAFAYETTE	LA	70503
DESTIN	FL	32541
DESTIN	FL	32541
SANTA ROSA BEACH	FL	32459
DESTIN	FL	32541-2043
DESTIN	FL	32541-2024
DESTIN	FL	32541
DESTIN	FL	32541
FT WALTON BEACH	FL	32547
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541-2046
DESTIN	FL	32541
DESTIN	FL	32541-1817
DESTIN	FL	32541
DESTIN	FL	32541-2041
DESTIN	FL	32541-2054
SANTA ROSA BEACH	FL	32459
DESTIN	FL	32541-4305
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541-2848
DESTIN	FL	32541
DESTIN	FL	32541
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DESTIN	FL	32541
DESTIN	FL	32541
NEWBURGH	NY	12550-8302
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541-1815
MIRAMAR BEACH	FL	32550-3861
DESTIN	FL	32541
DESTIN	FL	32541-2031
DESTIN	FL	32541-8690
DESTIN	FL	32541

DESTIN	FL	32541
CRESTVIEW	FL	32539
PENSACOLA	FL	32514-7901
TOCCOA	GA	30577
DESTIN	FL	32541
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DESTIN	FL	32541
BIRMINGHAM	AL	35223
DESTIN	FL	32541
DESTIN	FL	32541-2040
DESTIN	FL	32541-1817
ORLANDO	FL	32817-1882
DESTIN	FL	32541
DESTIN	FL	32541
BOCA RATON	FL	33498
DESTIN	FL	32541
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DESTIN	FL	32541
DESTIN	FL	32541-2052
DESTIN	FL	32541
DESTIN	FL	32541-1816
MIRAMAR BEACH	FL	32550
SANTA ROSA BEACH	FL	32459
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541-2126
DESTIN	FL	32541
DESTIN	FL	32541

LAS VEGAS	NV	89102
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
CRESTVIEW	FL	32536-3552
DESTIN	FL	32541
ORANGE BEACH	AL	36561
FREEPORT	FL	32439
DESTIN	FL	32541-2027
MAMMOTH LAKES	CA	93545
WOODSTOCK	GA	30189
DESTIN	FL	32541
DESTIN	FL	32540
DESTIN	FL	32541
CRESTVIEW	FL	32536
DESTIN	FL	32541-2041
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541-2043
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541-2046
DESTIN	FL	32541
RIO RANCHO	NM	87144-5826
DESTIN	FL	32541
DESTIN	FL	32541
COLUMBUS	MS	39705-2847
ENTERPRISE	AL	36330
DESTIN	FL	32541
MONONA	IA	52159
EDMONDS	WA	98026
DESTIN	FL	32541
DESTIN	FL	32541-2024
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541-2040
DESTIN	FL	32540
DESTIN	FL	32541
PAHRUMP	NV	89048
DESTIN	FL	32541
DESTIN	FL	32541-2048

DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541
DESTIN	FL	32541

**AFFIDAVIT
POSTING OF PROPERTY**

BEFORE ME, the undersigned authority, personally appeared: Joe Bodi,

the owner and/or authorized agent of the following described property: Pink Ridge Trace

Environmental Preservation Area (24-16-CAL) -who deposes and says as follows:

1. That the subject site described above has a sign posted by the owner and/or authorized agent for the owner, notifying the public of the development activity, city project number, and authorized agent and phone number.
2. That the posted sign meets the dimensional requirements set by the City.
3. That the posted sign was placed and will be maintained upon the property in the correct location and not less than fourteen (14) days from the date of the City's Completeness Letter.
4. That a photo of the sign depicting the location of the sign in relation to the road right-of-way is attached.
5. This affidavit will be forwarded to the City's Planning Division no later than seven (7) working days from the posting of the sign.

I have completed the said requirements as described in the City of Destin Land Development Code.


Signed Name of Owner/Agent

JOSEPH D BODI
Printed Name of Owner/Agent

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence ☒ or online notarization ☐, this 24 day of Feb, 2025,

By: Joe Bodi
(Print name)

Personally known ☒ OR Produced Identification ☐

Karen S. Shumaker
Notary Signature

Seal:



KAREN S. SHUMAKER
Notary Public
State of Florida
Comm# HHS73034
Expires 10/24/2028

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 7, 2025

TYPE OF AGENDA ITEM: Ordinance

AGENDA OUTLINE NUMBER: 5.C.

TO: City Council

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

FROM: Noell Bell, Chief Building Official
Steve O'Connor, Deputy Community Development Director

DATE: March 6, 2025

SUBJECT: First Reading Ordinance 25-01-LC- Amending Article 20 "Building Regulations" of the Land Development Code relating to contractor insurance and contractor revocations. Removing Section 20.08.00 "Contractors" from the Land Development Code.

I. BACKGROUND: This ordinance is part of the ongoing **Land Development Code (LDC) rewrite** and focuses on **removing contractor-related provisions** from the LDC, specifically from **Article 20**. The rationale is that contractor regulations **better belong in the Code of Ordinances** under **Chapter 13: Licenses, Permits, and Miscellaneous Business Regulations** within **Article IV: Local Licenses of Contractors**. This realignment ensures that regulations are categorized appropriately, making them clearer for stakeholders, particularly contractors and regulatory bodies.

II. DISCUSSION: Ordinance 25-01-LC will delete the following sections from **Chapter 20** of the LDC:

1. **2.08.00 – Contractors**
2. **20.08.01 – Insurance**
3. **20.08.02 – Revocation**

This aligns with the proposed **Ordinance 25-02-CC**, which re-establishes these sections in the **Code of Ordinances**.

A. Link to Strategic Goals / Objectives: 1B - Develop initiatives to enhance organizational development and service excellence

1B4 – Land Development Code revision

1B7 – Key Functions/Services: Continuous improvement of effectiveness

and efficiency.

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): N/A

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: **Objective:** To ensure proper categorization of contractor-related regulations.

Outcome: Deleting contractor regulations from the LDC and ensuring they are properly located in Chapter 13 of the Code of Ordinances

The Local Planning Agency met on March 7, 2025 and voted 7-0 to recommend approval of Ordinance 25-01-LC Remove contractor regulations from Land Development Code (LDC).

IV. RECOMMENDED MOTION: I move that the City Council approve Ordinance 25-01-LC on first reading and bring back for second reading on April 21, 2025.

Attachments:

1. ORD. 25-01-LC-
Chapter 20. ART IV -
Contractors_
2. Business Impact
Statement 25-01-LC

ORDINANCE NO. 25-01-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA; AMENDING ARTICLE 20 “BUILDING REGULATIONS” OF THE LAND DEVELOPMENT CODE RELATING TO CONTRACTOR INSURANCE AND CONTRACTOR REVOCATIONS; REMOVING SECTION 20.08.00 “CONTRACTORS” FROM THE LAND DEVELOPMENT CODE; PROVIDING FOR A BUSINESS IMPACT ESTIMATE AS REQUIRED BY STATE LAW; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CITY LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

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

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council desires to remove from the Land Development Code the regulations set forth in Section 20.08.00 relating to contractor insurance and contractor revocation of permits, licenses or registration; and

WHEREAS, the City Council will additionally amend the Code of Ordinances to include updated and efficient regulations relating to contractors, by separate publicly noticed ordinance(s); and

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

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

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

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

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

SECTION 3. AMENDMENTS TO CHAPTER 20, LAND DEVELOPMENT CODE

Chapter 20 of the Land Development Code is hereby amended as follows:

Article 20 – BUILDING REGUALTION

20.08.00. Reserved Contractors.

~~20.08.01. Insurance. All contractors shall furnish proof of compliance with the following:~~

- ~~(1) The applicant has a public liability insurance policy for the ensuing year with an insurance company authorized to do business in the State of Florida with the following minimum liability limits:~~

	Liability	Property Damage
General Contractor	\$300,000	\$50,000
Building Contractor	300,000	50,000
Residential Contractor	100,000	25,000
Sheet Metal Contractor	100,000	25,000
Air Conditioning Contractor	100,000	25,000
Roofing Contractor	100,000	25,000
Mechanical Contractor	100,000	25,000
Pool Contractor	100,000	25,000
Plumbing Contractor	100,000	25,000
Underground Utility and Excavation Contractor	100,000	25,000
Solar Contractor	100,000	25,000
Pollutant Storage System Specialty Contractor	100,000	25,000
Specialty Contractors, unless specified otherwise	100,000	25,000

- ~~a. The policy shall contain a provision adding the City of Destin as an additional insured or a provision holding the City of Destin, its officers, agents, employees, assigns, mayor and councilmen, both individually and collectively harmless from any liability caused by the negligence, carelessness, or wanton act of the contractor or his agents, employees or~~

~~assigns. If the policy does not contain either provision, the contractor shall sign a hold harmless form provided by the City of Destin.~~

~~b. The policy shall contain a provision or statement from the company that the policy will not be canceled without ten days' prior notice to the City of Destin. If at any time the said liability policy becomes canceled or terminated, the certificate so issued shall become null and void.~~

~~(2) The applicant has worker's compensation insurance for the ensuing year with an insurance company authorized to do business in the State of Florida or an exemption certificate accepted by State of Florida Department of Labor and Employment Security, Bureau of Workers' Compensation Compliance.~~

~~20.08.02. Revocation. The city may suspend or revoke any permit, license or contractor registration for the following:~~

~~(1) Fraud, deceit or misrepresentations in obtaining a permit, city license or contractor registration;~~

~~(2) Incompetence or negligence in conducting work which is in violation of existing codes;~~

~~(3) Fraudulent departure from or willful disregard of plans or specifications in any material manner, without the consent of the owner or his duly authorized representative, or the commission of any fraudulent act by the contractor which results in injury to the owner or supplier;~~

~~(4) A contractor permitting any other person, firm, corporation or other entity to use the contractor's certificate of competency for the purpose of obtaining permits or performing work under such certificate of competency.~~

SECTION 4. BUSINESS IMPACT ESTIMATE. Prior to enactment of this Ordinance, a business impact estimate was prepared and posted in accordance with section 166.041, Florida Statutes.

SECTION 5. 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 6. CONFLICTING PROVISIONS. 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 7. 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 8. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____, 2025.

By: _____
Bobby Wagner, Mayor

ATTEST:

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

Rey Bailey, City Clerk

Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____



Community Development Department

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

Business Impact Statement for Proposed Ordinance 25-01-LC

1. Summary of proposed Ordinance 25-01-LC

An Ordinance amending Chapter 20 of the Land Development, related to Contractors Insurance and Revocation of permits, licensees and registration.

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.

None.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 7, 2025
TYPE OF AGENDA ITEM: Ordinance
AGENDA OUTLINE NUMBER: 5.D.

TO: City Council

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

FROM: Noell Bell, Chief Building Official
Steve O'Connor, Deputy Community Development Director

DATE: March 6, 2025

SUBJECT: First Reading Ordinance 25-02-CC – Amending Chapter 13 of the Code of Ordinances "License, Permits, and Miscellaneous" to address contractor insurance and contractor revocations.

I. BACKGROUND: Staff identifies a needed structural adjustment in the City of Destin's regulations by transferring contractor-related provisions from the **Land Development Code (LDC)** to the **Code of Ordinances** under **Chapter 13: Licenses, Permits, and Miscellaneous Business Regulations, Article IV: Local Licenses of Contractors**. This realignment ensures that regulations are categorized appropriately, making them clearer for stakeholders, particularly contractors and regulatory bodies.

II. DISCUSSION: The proposed changes include:

- 1. Re-establishment of Sections 13-80 & 13-81 in the Code of Ordinances.**
- 2. Relocation of Contractor Regulations from the LDC to Chapter 13, Code of Ordinance, under Article IV: Local Licenses of Contractors.**
- 3. Major Changes to Language:**
 - *Removal of minimum insurance coverage limits** since they are already governed by Florida Statutes.
 - *Change in policy cancellation notification period:**
 - Original requirement: 10 days' notice to the City.**
 - Proposed requirement: 30 days' notice to the City.**
- 4. Minor Clarifications** for better readability and legal consistency

- A. Link to Strategic Goals / Objectives:** 1B Develop initiatives to enhance organizational development and service excellence
1B4 Land Development Code revision
1B7 Key Functions/Services: Continuous improvement of effectiveness and efficiency.
- B. Effect on Budget (EOB):** N/A
- C. Level of Service (LOS):** N/A
- D. Legislative Sponsor:**
- E. Business Impact Statement:**

III. CONCLUSION:

- **Objective:** To ensure proper categorization of contractor-related regulations.
- **Legislative Impact:** The deleted sections from the LDC will be reinstated in the **Code of Ordinances**, with minor revisions.

The Local Planning Agency met on March 7, 2025 and voted 7-0 to recommend approval of Ordinance 25-02-CC Remove contractor regulations from Land Development Code (LDC).

IV. RECOMMENDED MOTION: I move that City Council approve **Ordinance 25-02-CC** on first reading and bring back for second reading on April 21, 2025.

Attachments:

1. ORD.25-02-CC
Chapter 13.Art.IV -
Contractors
2. Business Impact
Statement 25-02-CC

ORDINANCE NO. 25-02-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA; AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES “LICENSES, PERMITS AND MISCELLANEOUS” TO ADDRESS CONTRACTOR INSURANCE AND CONTRACTOR REVOCATIONS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CITY CODE OF ORDINANCES; PROVIDING FOR A BUSINESS IMPACT ESTIMATE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

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

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council desires to remove from the Land Development Code the regulations set forth in Section 20.08.00 relating to contractor insurance and contractor revocation of permits, licenses or registration; and

WHEREAS, the City Council desires to additionally amend the Code of Ordinances to include updated and efficient regulations relating to contractors, by this separate publicly noticed Ordinance 25-02-CC;

WHEREAS, the City Council desires to amend the Code of Ordinances relating to contractor insurance and contractor revocation of permits, licenses or registration; and

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

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

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

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

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

AMENDMENTS TO CHAPTER 13, LICENSES, PERMITS AND MISCELLANEOUS BUSINESS REGULATIONS

ARTICLE IV. LOCAL LICENSING OF CONTRACTORS

~~Secs. 13-80 — 13-100. Reserved.~~

Sec. 13-80 – Contractors Insurance

All contractors shall furnish proof of compliance with the following:

- (1) The applicant has a public liability insurance policy for the ensuing year with an insurance company authorized to do business in the State of Florida.
- (2) Liability limits shall at minimum be that required of Florida Statutes.
 - a. The policy shall contain a provision adding the City of Destin as an additional insured or a provision holding the City of Destin, its officers, agents, employees, assigns, mayor and councilmen, both individually and collectively harmless from any liability caused by the negligence, carelessness, or wanton act of the contractor or his agents, employees or assigns. If the policy does not contain either provision, the contractor shall sign a hold harmless form provided by the City of Destin.
 - b. The policy shall contain a provision or statement from the company that the policy will not be canceled without thirty days' prior notice to the City of Destin. If at any time the said liability policy becomes canceled or terminated, the certificate so issued shall become null and void.
- (3) The applicant has worker's compensation insurance for the ensuing year with an insurance company authorized to do business in the State of Florida or an exemption certificate accepted by State of Florida Department of Labor and Employment Security, Bureau of Workers' Compensation Compliance.

Sec. 13-81 – Contractor Revocation.

Revocation. The city may suspend or revoke any permit, license or contractor registration for the following:

- (1) Fraud, deceit or misrepresentation in obtaining a permit, city license or contractor registration;
- (2) Incompetence or negligence in conducting work which is in violation of existing codes;
- (3) Fraudulent departure from or willful disregard of plans or specifications in any manner, without the consent of the owner or his duly authorized representative, or the commission of any fraudulent act by the contractor which results in injury to the owner or supplier;
- (4) A contractor permitting any other person, firm, corporation or other entity to use the contractor's certificate of competency for the purpose of obtaining permits or performing work under such a certificate of competency.

Sec. 13-82 – 13-100 Reserved.

SECTION 4. BUSINESS IMPACT ESTIMATE. Prior to enactment of this Ordinance, a business impact estimate was prepared and posted in accordance with section 166.041, Florida Statutes.

SECTION 5. 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 6. CONFLICTING PROVISIONS. 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 7. 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 8. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____, 2025.

By: _____
Bobby Wagner, Mayor

ATTEST:

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

Rey Bailey, City Clerk

Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____



Community Development Department

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

Business Impact Statement for Proposed Ordinance 25-02-CC

1. Summary of proposed Ordinance 25-02-CC

An Ordinance amending Article IV in the Code of Ordinance under Chapter 13 Licenses, Permits and Miscellaneous Regulations related to Local Contractors Insurance and Revocation of permits, licenses and registration.

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.

None.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 7, 2025
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.E.

TO: City Council

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

FROM: Steve O'Connor, Deputy Community Development Director

DATE: April 2, 2025

SUBJECT: First reading of Ordinance 25-09-LC - Amending Section 7.16.00 *Alcoholic Beverage Dispensing* of the Land Development Code; Creating an exception to the separation requirement from churches for certain tax-exempt organizations that specifically benefit veterans of the U.S. Armed Forces.

I. BACKGROUND: The Land Development Code currently contains separation requirements between churches and businesses that derive 50 percent of their gross revenue from the sale or dispensing of alcohol. The proposed ordinance would create an exception for 501(c)(19) organizations, which are tax-exempt organizations that specifically benefit veterans of the U.S. Armed Forces, to locate near churches notwithstanding whether or not such businesses derive revenue from the sale or dispensing of alcohol.

II. DISCUSSION: The language below is the current language set forth in the LDC, with the new, proposed language underlined for Council consideration:

7.16.00. - Alcoholic beverage dispensing.

7.16.01. *Purpose.* The purpose of this section is to regulate where businesses principally engaged in the dispensing of alcoholic beverages by the drink for consumption on or off the premises can be located in the City. The phrase "principally engaged" shall mean a business that derives more than 50 percent of its gross revenue from the sale or dispensing of alcohol.

Notwithstanding the foregoing, under no circumstances shall a 501(c)(19) tax-exempt organization that specifically benefits veterans of the U.S. Armed Forces be considered to be "principally engaged" in the dispensing of alcoholic beverages by the drink for consumption on or off the premises.

7.16.02. *Minimum separation distance.* Any business principally engaged in the dispensing of

alcoholic beverages by the drink for consumption on or off the premises is not permitted to be located within 500 feet from a church, similar place of worship, school, preschool, or cemetery. The measurement of the minimum separation distance line shall be from the nearest point of the property line of the church, similar place of worship, school, preschool, or cemetery to the front door of the building containing the liquor licensee. If the applicant feels that the City's determination of the distance requirement is in error, the applicant has the right to provide to the City a survey indicating the distance from the boundary line of the church, similar place of worship, school, preschool, or cemetery in question to the front door of the building in question. The survey must be prepared, signed, dated, and sealed by a professional surveyor registered in the State of Florida.

7.16.03. *Exceptions to the minimum separation distance.* The following are exceptions to the requirements of section 7.16.01:

1. Any business principally engaged in the dispensing of alcoholic beverages by the drink for consumption on or off the premises is permitted to be located within 500 feet from a church, similar place of worship, school, preschool, or cemetery provided such business (1) is located in the North Harbor Mixed Use Zoning District, or the South Harbor Mixed Use Zoning District; (2) is located at an address where a business principally engaged in the dispensing of alcoholic beverages by the drink for consumption on or off the premises was licensed by the State to engage in such business either on or before the effective date of this ordinance; or (3) is located at an address where a business principally engaged in the dispensing of alcoholic beverages by the drink for consumption on or off the premises was licensed by the State to engage in such business before the church, or similar place of worship, school, preschool, or cemetery was established at the location in question.
2. Any business principally engaged in the dispensing of alcoholic beverages by the drink for consumption on or off the premises is permitted to be located within 500 feet from a church, similar place of worship, school, preschool, or cemetery if such church, similar place of worship, school, preschool, or cemetery was established after a business principally engaged in the dispensing of alcoholic beverages was established at that location.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): None.

C. Level of Service (LOS):

D. Legislative Sponsor: Council Member Rodney Braden

E. Business Impact Statement:

III. CONCLUSION: The proposed ordinance would provide a limited exception for 501(c)(19) organizations, as explained above.

IV. RECOMMENDED MOTION: I move to approve Ordinance 25-09-LC on first reading.

Attachments:

ITEM # 2025-416

1. 25-09-LC Separation
501c19

ORDINANCE NO. 25-09-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING SECTION 7.16.00 “ALCOHOLIC BEVERAGE DISPENSING”, OF THE LAND DEVELOPMENT CODE; CREATING AN EXCEPTION TO THE SEPARATION REQUIREMENT FROM CHURCHES FOR CERTAIN TAX-EXEMPT ORGANIZATIONS THAT SPECIFICALLY BENEFIT VETERANS OF THE U.S. ARMED FORCES; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Chapter 163, Part II, of Florida Statutes, entitled the Community Planning Act ("Act"), empowers and requires the City Council to plan for the City's future development and growth and to adopt and amend its Land Development Code, or elements of portions thereof, to guide the future growth and development of the City; and

WHEREAS, the Land Development Code currently contains separation requirements between churches and businesses that derive 50 percent of their gross revenue from the sale or dispensing of alcohol; and

WHEREAS, the City Council desires to allow 501c(19) organizations, which are tax-exempt organizations that specifically benefit veterans of the U.S. Armed Forces, to locate near churches notwithstanding whether or not such businesses derive revenue from the sale or dispensing of alcohol; and

WHEREAS, the City Council desires to provide for the health, safety and welfare of its citizens by modernizing and simplifying the LDC; and

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

WHEREAS, the Local Planning Agency held a public hearing, with all required public notice on for the purpose of providing recommendations to the City Council with regard to this Ordinance amending the Land development Code and recommended that the City Council adopt the Ordinance amending the Land Development Code; and

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

notice.

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

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

SECTION 3. 7.16.00. - Alcoholic beverage dispensing.

7.16.01. *Purpose.* The purpose of this section is to regulate where businesses principally engaged in the dispensing of alcoholic beverages by the drink for consumption on or off the premises can be located in the City. The phrase "principally engaged" shall mean a business that derives more than 50 percent of its gross revenue from the sale or dispensing of alcohol. Notwithstanding the foregoing, under no circumstances shall a 501(c)(19) tax-exempt organization that specifically benefits veterans of the U.S. Armed Forces be considered to be "principally engaged" in the dispensing of alcoholic beverages by the drink for consumption on or off the premises.

7.16.02. *Minimum separation distance.* Any business principally engaged in the dispensing of alcoholic beverages by the drink for consumption on or off the premises is not permitted to be located within 500 feet from a church, similar place of worship, school, preschool, or cemetery. The measurement of the minimum separation distance line shall be from the nearest point of the property line of the church, similar place of worship, school, preschool, or cemetery to the front door of the building containing the liquor licensee. If the applicant feels that the City's determination of the distance requirement is in error, the applicant has the right to provide to the City a survey indicating the distance from the boundary line of the church, similar place of worship, school, preschool, or cemetery in question to the front door of the building in question. The survey must be prepared, signed, dated, and sealed by a professional surveyor registered in the State of Florida.

7.16.03. *Exceptions to the minimum separation distance.* The following are exceptions to the requirements of section 7.16.01:

- A. Any business principally engaged in the dispensing of alcoholic beverages by the drink for consumption on or off the premises is permitted to be located within 500 feet from a church, similar place of worship, school, preschool, or cemetery provided such business (1) is located in the North Harbor Mixed Use Zoning District, or the South Harbor Mixed Use Zoning District; (2) is located at an address where a business principally engaged in the dispensing of alcoholic beverages by the drink for consumption on or off the premises was licensed by the State to engage in such business either on or before the effective date of this ordinance; or (3) is located at an address where a business principally engaged in the dispensing of alcoholic beverages by the drink for consumption on or off the premises was licensed by the State to engage in such business before the church, or similar place of worship, school, preschool, or cemetery was established at the location in question.
- B. Any business principally engaged in the dispensing of alcoholic beverages by the drink for consumption on or off the premises is permitted to be located within 500 feet from a church,

similar place of worship, school, preschool, or cemetery if such church, similar place of worship, school, preschool, or cemetery was established after a business principally engaged in the dispensing of alcoholic beverages was established at that location.

SECTION 4. BUSINESS IMPACT ESTIMATE. Prior to enactment of this Ordinance, a business impact estimate was prepared and posted in accordance with section 166.041, Florida Statutes.

SECTION 5. 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 6. 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 7. 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 8. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____, 2025.

By: _____
Bobby Wagner, Mayor

ATTEST:

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

Rey Bailey, City Clerk

Kimberly Romano Kopp, City Attorney

First Reading: April 7, 2025
Second Reading: _____

ORDINANCE NO. 05-04-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO MOBILE VENDING; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT OF LAND DEVELOPMENT CODE SECTION 2.07.04. SIMPLE DEVIATIONS TO A DEVELOPMENT ORDER; PROVIDING FOR THE AMENDMENT OF SECTION 3.00.00. DEFINITIONS; PROVIDING FOR THE AMENDMENT OF LAND DEVELOPMENT CODE SECTION 8.01.00. RIGHT-OF-WAY (ROW) PROTECTION; PROVIDING FOR INCORPORATION INTO LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council has determined that new regulations are needed to help prevent mobile vending activity from jeopardizing the safety of citizens, decreasing right-of-way performance, and causing inequities with regard to unfair competition with established businesses;

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

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

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

NOTE: *Language in sections 3, 4, and 5 of 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. AMENDMENT OF LAND DEVELOPMENT CODE SECTION 2.07.04. SIMPLE DEVIATIONS TO A DEVELOPMENT ORDER. Section 2.07.04. *Simple deviations to a development order* of the Land Development Code is hereby amended as follows:

2.07.04. *Simple deviations to a development order.*

A simple deviation to a development order is a project that does not require review by the technical review committee (TRC), but instead requires review only by city staff members involved in the development review process. Simple deviations to a final development order shall be determined by the community development director or designee using the following criteria:

- A. Changes to the previously approved development plan cannot require approval by non-city staff members of the TRC (e.g. Destin Water Users, Destin Fire Control District, Okaloosa Gas Company, etc...). If a proposed change triggers this requirement then the application is required to be processed according to the procedures stated in section 2.07.02; and
- B. The proposed changes to the development plan only include rearranging or reducing, in accordance with code provisions, any driveways/accessways, parking, impervious surface, stormwater management facilities, or buildings on the subject property. If, in the opinion of the community development director, any of the proposed changes affects the compatibility of the project with surrounding properties, then the application will be required to be processed according to the procedures stated in section 2.07.02.

Vending, whether permanent, temporary, or mobile, on the exterior of a developed site shall be considered a change of use and shall be processed as a simple deviation unless it does not meet the criteria listed in subsections A and B listed above.

SECTION 4. AMENDMENT OF LAND DEVELOPMENT CODE SECTION 3.00.00. DEFINITIONS. Section 3.00.00. *Definitions* of the Land Development Code is hereby amended as follows:

3.00.00. *Definitions.*

* * *

Vending, Mobile: A transportable retail or food service business that does not have a permanent/fixed location.

* * *

SECTION 5. AMENDMENT OF LAND DEVELOPMENT CODE SECTION 8.01.00. RIGHT-OF-WAY (ROW) PROTECTION. Section 8.01.00. *Right-of-way (ROW) Protection* of the Land Development Code is hereby amended as follows:

8.01.00. *Right-of-way (ROW) Protection.*

* * *

F. Use of public or private rights-of-way for mobile vending, as defined in section 3.00.00 Definitions, is prohibited. Notwithstanding the prohibition herein, any mobile vendor engaged in the sale of ice cream products who had either a current City business license, or had an application for a business license pending, as of the effective date of this ordinance, may continue to engage in such business upon public rights-of-way for residential access streets and residential subcollector streets only. Additionally, the right of a mobile vendor to continue engaging in the sale of ice cream products as recognized hereunder may only be sold or transferred as part of the sale of the vending business to a new owner, but such right shall not be otherwise be transferred, assigned or franchised. Failure to renew and keep a current business license for such business shall be deemed an abandonment of the right to continue ice cream vending sales hereunder and thereafter such activities shall be prohibited.

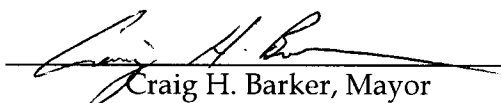
SECTION 6. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 7. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superceded by this ordinance to the extent of such conflict.

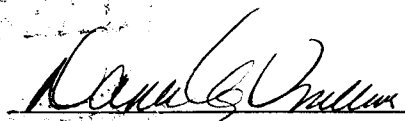
SECTION 8. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 9. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

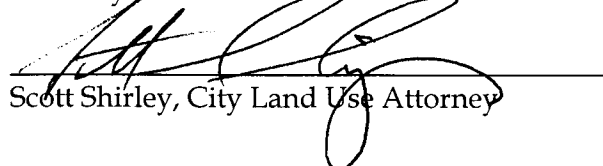
ADOPTED THIS 4th DAY OF APRIL 2005.

By: 
Craig H. Barker, Mayor

ATTEST:


Dana L.S. Williams, City Clerk

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


Scott Shirley, City Land Use Attorney

First Reading: 3/21/05
Second Reading: 4/4/05



ADOPTED CONDENSED DESTIN STRATEGIC PLAN SUMMARY FOR FISCAL YEAR 2024

VISION 2035:

DESTIN IS A FAMILY-ORIENTED BEACH AND FISHING COMMUNITY WHERE PEOPLE WANT TO LIVE, WORK & PLAY AND WHERE VISITORS ARE WELCOMED TO RESPECTFULLY ENJOY OUR COMMUNITY AND ITS RESOURCES.

PRIORITIZED CUSTOMERS:

YEAR-ROUND CITY OF DESTIN RESIDENTS
CITY OF DESTIN-BASED BUSINESSES
CITY OF DESTIN VISITORS

DESTIN'S CORE VALUES:

Respect, Teamwork, Stewardship, Integrity, Professionalism and Transparency

PRIORITIZED STRATEGIC GOALS

- I. Financially sound city providing service excellence
- II. Enhanced quality of life and safety for families
- III. Economic development and revitalization
- IV. Effective, efficient and aesthetically pleasing infrastructure
- V. Improve mobility and connectivity
- VI. A green and sustainable environment
- VII. Offer livable wages and benefits to attract and maintain a high caliber, qualified staff

SECTION 1: COUNCIL OBJECTIVES FY2024 - 2029

COUNCIL'S CRITICAL PRIORITIES:

- 1.1 Work with stakeholders to pursue the Destin City Center; Phase 1 Feasibility Study (II., III.) (OPR: CD)
- 1.2 Public Waterfront acquisition initiative; Acquire property at the foot of the Marler Bridge (II., IV., V.) (OPR: GPC)
- 1.3 Underground Utilities; Begin Phase 1 (II., IV., VI.) (OPR: GPC)
- 1.4 Stahlman and US 98 pedestrian vehicle improvement concepts in cooperation with FDOT (II., V.) (OPR: CD/ENG)
- 1.5 Pedestrian access concepts under the Marler Bridge (II., V.) (OPR: CD/ENG)
- 1.6 Two-lane Crosstown Connector Beach to Benning; Phase 1 (II., V.) (OPR: CD/GPC)
- 1.7 Improve parking, explore options (i.e., parking garage, surface parking), (V.) (OPR: PW, CD)
- 1.8 Annexation of unincorporated enclaves (I.) (OPR: CD/CMO)

COUNCIL'S IMPORTANT PRIORITIES:

- 1.9 Morgan Sports Center and Dalton Threadgill Park Master Plan for renovations (OPR: PR)

COUNCIL'S DESIRABLE PRIORITIES:

- 1.10 Support for regional Transit and Ferry systems (V.) (OPR: GPC)
- 1.11 City Marina (Phase 1 Feasibility Study) (III, V.) (OPR: CD)
- 1.12 Support Beach Re-nourishment, planning/scheduling in partnership with the County/State (II., VI.) (OPR: CD)
- 1.13 Support regional workforce housing initiatives (CD)



ADOPTED CONDENSED DESTIN STRATEGIC PLAN SUMMARY FOR FISCAL YEAR 2024

SECTION 2: MANAGEMENT OBJECTIVES FY2024

- 2.1 Keep resources (Staff, Time, Money) aligned with the adopted Strategic Plan and the adopted budget when asked/directed to reprioritize tasks and/or projects
- 2.2 Research/track grants and other funding sources for current and future projects (CM)
- 2.3 Develop and implement process improvements for consistent application of policies and procedures
- 2.4 Improve communication and information sharing with Council/Public/Staff (PIO)
- 2.5 Ensure volunteer committees complete their workplans and obtain council approval for each (CLK)
- 2.6 Review and update departmental Key Functions/Services annually, by the month of December
- 2.7 Receive an “unmodified” (good) audit opinion for annually (FIN)
- 2.8 Implement Council approved Harbor Capacity Study recommendations by established due date (CD)
- 2.9 Establish Independent Park Foundation to assist City with acquisitions, renovations and maintenance (P&R)
- 2.10 Work with the County/State to have derelict vessels removed within 120 days of reporting (CMO)

SECTION 3: MANAGEMENT IN PROGRESS FY24-29

- 3.1 Memorialize institutional knowledge OPR: HR (I.)
- 3.2 Plan for renewal and replacement of city facilities and infrastructure OPR: PW (I., IV.)
- 3.3 Monitor & Manage current grant & funding awards OPR: GPC (I.)
- 3.4 Find and secure new funding opportunities for city services and city projects OPR: GPC (I.)
- 3.5 Complete Land Development Code (LDC) revisions OPR: CD (I.)
- 3.6 Develop/Implement Wayfinding Program; Improve the City’s gateways OPR: CD (II., IV.)
- 3.7 Provide orientation and key training to Board and Committee members OPR: CLK (I.)
- 3.8 Improve sidewalks (install missing sections, improve user safety, wider, more walkable)
OPR: PW, CD (II., IV.)
- 3.9 Redevelopment (Update CRA’s Master Plans) OPR: CD (III.)
- 3.10 Re-establish Environmental Committee OPR: Code (VI.)

SECTION 4: MAJOR PROJECTS FY 2024-2029

- 4.1 Evaluate and Manage COMPASS software (In Progress)
- 4.2 Harbor Capacity Study (USACE) (Phase 2) (III., VI.)
- 4.3 Impact Fee Study (In Progress) (I., II., III., IV., V., VI.)
- 4.4 Building Permit Fee Study (In Progress) (I.)
- 4.5 Develop and implement the Mobility Plan and associated Fees (In Progress) (I., II., V.)
- 4.6 Update Business Tax Receipts (BTR) Fee Schedule and processes (In Progress) (I.)
- 4.7 Pickleball Courts: Complete design and construct. (In Progress) (II., VI.)
- 4.8 FDOT Median Improvement project (In Progress) (IV.)
- 4.9 Norriego Point Park improvements Phase III - Recreation Components (Pending GSD Roadway extension)
- 4.10 Renovate Clement Taylor Park (Pending UST authorization to proceed) (II., VI.)
- 4.11 Redevelop Joe’s Bayou Recreation Area (In Progress) (II., VI.)
- 4.12 Continuity of streetlights/Conversion to LEDS (In Progress) (II., VI.)
- 4.13 Implement prioritized stormwater improvements based on the Stormwater Master Plan (In Progress)
(II., V., VI.)
- 4.14 Linear Trail/Sun Trail: (In partnership with FPL) Secure additional funding, complete
design, secure required easements, construct Phase 1 trail from Mattie Kelly Blvd to 98 Palms
(In Progress) (II., VI.)
- 4.15 Research Stormwater Utility options and Funding (II., III., VI.)
- 4.16 Undergrounding of utilities (In Progress) (II., III., IV.)
- 4.17 Provide safe pedestrian access to the harbor from the north side of Highway 98 (In Progress) (II., III., V.)
- 4.18 Complete Beach to Benning portion of the Crosstown Connector (In Progress) (II., IV., V.)
- 4.19 Complete improvements to the Shore at Crystal Beach Park & Tarpon Park (In Progress) (II., VI.)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 7, 2025

TYPE OF AGENDA ITEM: Council Discussion Item

AGENDA OUTLINE NUMBER: 6.H.

TO: City Council

THRU:

FROM:

DATE: April 1, 2025

SUBJECT: 1) Request for Micro Transit RFP for Beach Communities

I. BACKGROUND:

1. Beach areas within our city experience significant congestion and parking shortages, particularly during peak tourist seasons. Traditional public transit options often fail to accommodate residents' and visitors' short-distance travel needs. Zero-cost micro-transit (on-demand shuttles) has proven successful in other Florida communities, providing convenient, user-friendly mobility with several flexible business models, including ways that provide no direct expense to the city.

Mayor's request on March 3rd, 2024:

Requested an agenda item for the next meeting on implementing a Mobility on Demand program.

Mayor's update on March 18, 2024:

Mayor Wagner provided an update on a potential mobility initiative for Destin. He is exploring the idea of introducing well-equipped, manned golf carts to serve as a short-distance transit option, particularly for the short-term rental community within a one-mile radius. He emphasized that he does not support scooter rentals or unattended vehicle drop-off services. He referenced similar models in other coastal communities, noting that funding could come from advertising or tourism development rather than rider fees. He plans to refine the proposal with further input and may present a more detailed plan for consideration, potentially leading to a bidding process or other creative solutions. He invited feedback from council members to help shape the direction of the initiative.

Motion on June 3, 2024:

Mayor Wagner: Supporting Okaloosa Transit Mobility on Demand RFP:

Councilmember Bagby moved to authorize the mayor to sign the city's letter of support for the Okaloosa Transit Mobility on Demand in the Crystal Beach area, seconded by Councilmember Hebert. Motion passed 7-0.

II. DISCUSSION: Zero-Cost Model: Shuttles are fully funded through private advertising, business partnerships, or through small user fees.

- Benefits: Reduced traffic congestion, decreased parking strain, and enhanced economic activity around local businesses while providing minimal environmental impact.
- RFP Scope: Staff recommends issuing a Request for Proposals (RFP) to identify qualified Micro-transit providers with a proven track record in similar beach and tourist-centric areas. The RFP will outline service zones, operating hours, performance metrics, and liability/insurance requirements.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Pursuing a zero-cost microtransit solution can significantly improve transportation for visitors and residents, ease parking concerns, and promote sustainable mobility—without impacting the city’s budget. By leveraging external funding sources, the city can offer an innovative, community-focused transit option tailored to our beach neighborhoods and local businesses.

IV. RECOMMENDED MOTION: I move to direct staff to draft a Request for Proposals for zero-cost micro-transit services in our beach community areas and have it brought back for approval at our next city council meeting.

Attachments:

1. Similar beach communities offering microtransit programs
2. 2024 Circuit Power Point for Destin
3. EC Rider - Executive Summary

Below are **smaller beach or tourist-centric Florida cities** offering microtransit programs that could serve as closer comparisons to Destin's size, seasonal tourism, and coastal setting. Unlike large urban centers (e.g., Miami, Orlando), these municipalities share a similar profile of high tourism influx paired with a relatively small year-round population.

1. Village of Key Biscayne

- **Population:** Around 13,000 (close to Destin's 14,000–15,000).
 - **Operator:** Freebee (electric on-demand shuttles).
 - **Key Similarities to Destin:**
 - High influx of visitors for its beaches and outdoor activities.
 - Limited land area and roads, putting strain on parking and traffic during peak season.
 - Partnership with a microtransit operator to offer free rides, funded through local sponsors, the municipality, and/or tourist-related revenue.
-

2. Islamorada (Village of Islands), Florida Keys

- **Population:** Roughly 7,000 permanent residents, but sees significant tourist traffic.
 - **Operator:** Freebee (on-demand, electric, free-to-ride).
 - **Key Similarities to Destin:**
 - Resort and vacation destination, especially for water-based tourism.
 - Seasonal congestion problems in a small, beach-centric area.
 - Emphasis on sponsorship and public-private funding models to operate at low or no cost to the village.
-

3. City of Gulfport (Pinellas County)

- **Population:** About 12,500.
 - **Transit Program:** While not always labeled strictly as "micro transit," Gulfport has piloted various small-scale shuttle or trolley systems, often with partial external funding.
 - **Key Similarities to Destin:**
 - Waterfront community with a strong tourism draw.
 - Limited space for parking near the downtown/waterfront district.
-

4. St. Pete Beach (Pinellas County)

- **Population:** Around 9,500 permanent residents, with a large influx of tourists for beaches and resorts.
 - **Microtransit/On-Demand Services:**
 - Has participated in on-demand service pilots through the Pinellas Suncoast Transit Authority (PSTA).
 - While not always 100% free, these pilots often include fare subsidies from hotels/BIDs and tourist development taxes.
 - **Key Similarities to Destin:**
 - Tourism-driven local economy with a smaller residential base.
 - Beach corridor traffic and parking challenges.
-

5. Treasure Island (Pinellas County)

- **Population:** Approximately 6,500 permanent residents; tourism is a critical economic driver.
- **Transit Options:** Has explored small shuttle services for its beach areas; some are seasonal, others rely on local sponsor partnerships.
- **Key Similarities to Destin:**
 - A highly seasonal population swell.
 - Desire to keep city costs low by leveraging tourism-based or advertising partnerships.

Below are **additional Florida cities** that have implemented or announced Mobility on Demand solutions. These examples are **larger** than many beach communities (including Destin), but they demonstrate how on-demand services can be tailored to different urban contexts.

6. Orlando

- **Population (approx.):** 309,000
 - **Mobility on Demand Services:**
 - **LYMMO Bus Rapid Transit (BRT):** Operated by LYNX, LYMMO runs fare-free in Downtown Orlando with dedicated lanes and multiple lines (Orange, Grapefruit, Lime, Plum). It often outperforms traditional car travel in that area.
 - **NeighborLink:** Also managed by LYNX, NeighborLink provides on-demand, curb-to-curb trips within specified zones. Riders schedule trips at least two hours in advance (via phone, online, or app), offering more flexible transportation than fixed-route buses.
-

7. West Palm Beach

- **Population (approx.):** 117,000
 - **Mobility on Demand Service:**
 - **Circuit:** An on-demand electric shuttle providing free rides in designated zones. A local survey found 95% of users rate it as a valuable community addition, and over 80% say it helps reduce their personal driving.
-

8. Aventura

- **Population (approx.):** 40,000
 - **Mobility on Demand Service:**
 - **Freebee:** In partnership with the city, Freebee offers complimentary on-demand electric rides from 7:00 AM to 11:00 PM daily (excluding certain holidays). The service reduces traffic and provides an eco-friendly way for residents and visitors to get around.
-

9. Miami

- **Population (approx.):** 442,000
 - **Mobility on Demand Service:**
 - **Waymo Autonomous Ride-Hailing:** Waymo (Alphabet's autonomous vehicle division) plans to deploy self-driving ride-hailing in Miami. Testing should begin in early 2025, with public services rolling out in 2026 via the Waymo One app, positioning Miami as a frontrunner in autonomous urban mobility.
-

While these larger cities have different scales and budgets than Destin, they showcase successful ways to implement on-demand services—whether fully fare-free, partially subsidized, or partnered with private tech and advertising companies.



Electric Mobility Solutions

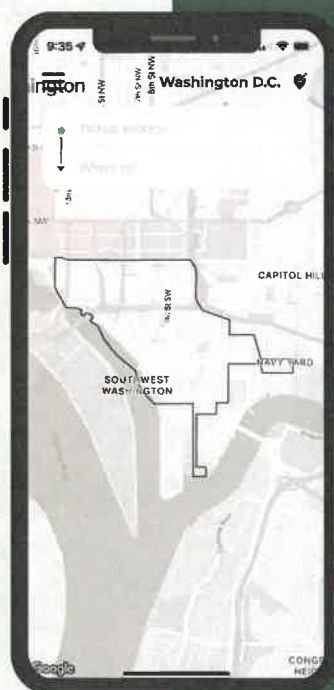
Prepared for: City of Destin



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All right reserved TFR Holdings Corp 2025



At Circuit, we're
Optimizing
Urban mobility
with **tech-enabled,**
shared,
EV solutions.



The Leader in On-Demand EV Services

National Operations

South Florida

- Boca Raton
- Boynton Beach
- Fort Lauderdale
- Fort Lauderdale NW
- Hollywood
- Lauderdale by the Sea
- Lake Worth Beach
- Miami
- Orlando
- Palm Beach
- Pompano Beach
- West Hollywood
- West Palm Beach
- Wilton Manors

New Jersey

- Asbury Park
- Belmar Beach

Massachusetts

- Boston
- Plymouth
- Stoneham

New York

- Brentwood
- East Hampton
- Montauk
- New Rochelle
- Rockaways
- Southampton
- Williamsburg

Texas

- Austin
- Dallas
- Houston
- West Dallas

Washington

- Bellevue

Washington, D.C.

- Southwest

California

- Avalon
- Coronado
- Culver City
- Chula Vista
- Huntington Beach
- Inglewood
- Intuit Dome
- Leimert Park
- Marina Del Rey
- Newport Beach
- Oceanside
- San Diego
- Santa Monica
- Venice



Where to next?

Turn-Key Solution

A Complete Solution Riders Love and Cities Need

We combine the **on-demand technologies** and low fares that riders like, with the **quality control, job creation and expertise** that transit planners need.

We specialize in short trips.

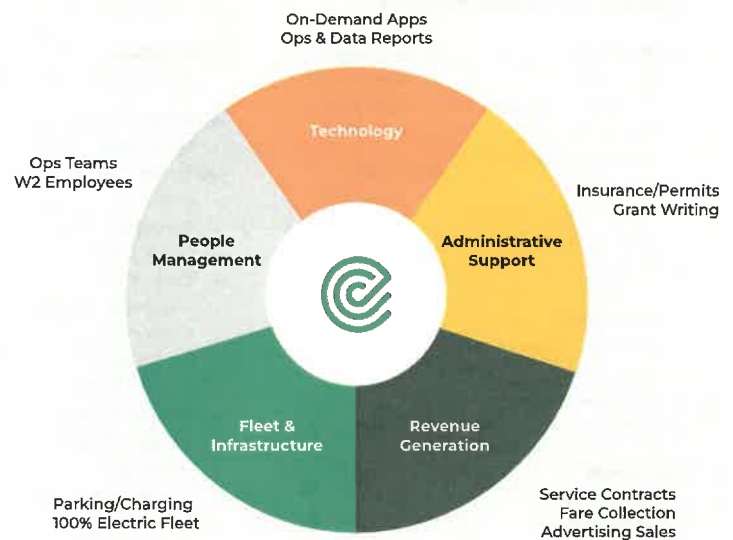
We've built a turn-key solution that covers the full stack.



Circuit moves ~2.5X more Passengers Per Vehicle Hr than leading TNCs



One Platform to Cover All Aspects of Electric Mobility Services



Employee Drivers

Training for Circuit, By Circuit

ADA training, background checks, licensing, on-board cameras

Reliability

Local management ensures quality control and guaranteed hours on the road

Job Creation

Circuit always hire from within the community to provide new jobs

Local experts & community

Local drivers build relationships with riders as ambassadors for their community



Electric Vehicle Options



GEMs
(GEM E6 - 2021 and
Newer - Made in USA)
5 passengers
80+ Miles per charge
ADA configurations
Branding opportunities



Sedans
(Kia, Hyundai, VW etc.)
4 passengers
300+ Miles per charge
Branding opportunities



SUV/Mini-Van
(Kia EV9)
6 passengers
300+ Miles per charge
Branding opportunities



Vans
(Ford E-Transit)
8-15 passengers
150+ Miles per charge
ADA configurations
Branding opportunities

The Technology

Customizable On-Demand
Door-to-Door or Smart Stop options

Pooling Algorithm

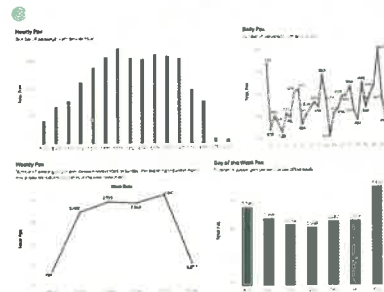
Tech-driven “Ride Sharing”, vehicle prioritization and fares by zones

Additional Options

ADA, Spanish Language, Fare Collection, Discount Codes

Data & Reporting

Real Time analysis, heatmaps, data reports



Flexibility is Key

ADJUSTABLE SERVICE AREA

Circuit's technology allows for flexible areas of service which can be designed as requested, with the ability to change on the fly.

ADJUSTABLE SERVICE HOURS

Circuit has the ability to scale service hours based on demand, and determine the optimal number of cars needed.

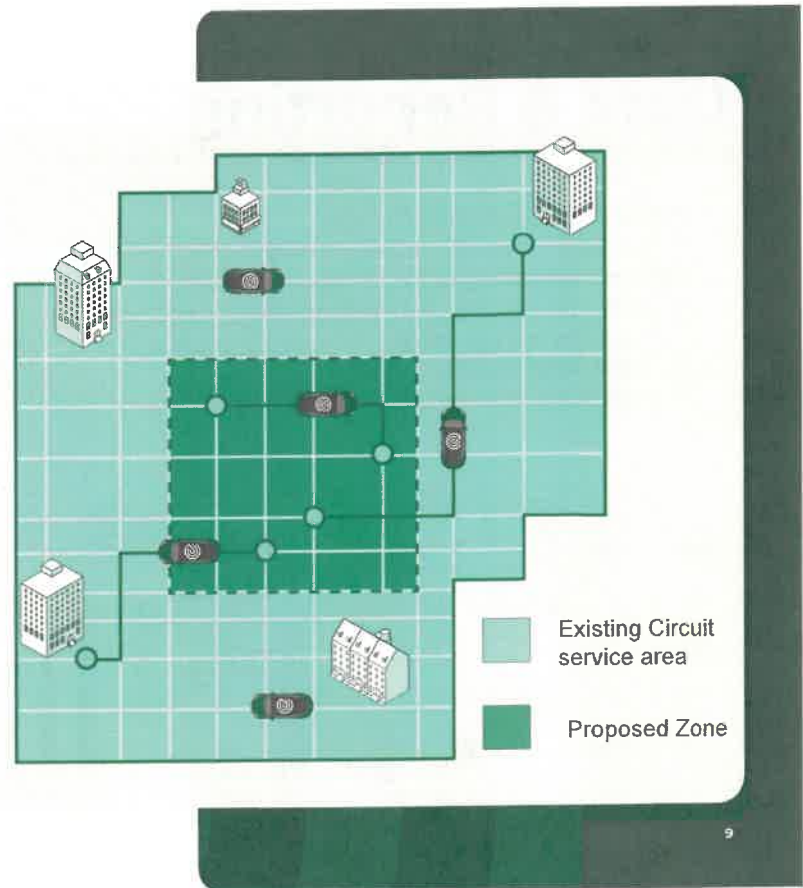
- More hours decrease cost/car/service hour
- Fewer hours decrease total cost
- Hours adjustable by day, week and time of year



Introducing Zones

Circuit can dynamically route and prioritize vehicles and adjust fares based on different zones within our coverage areas.

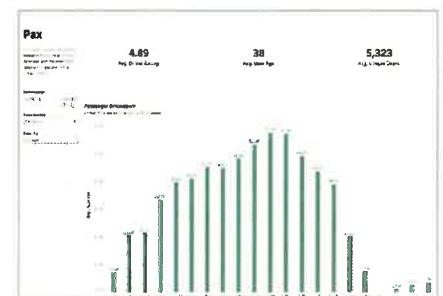
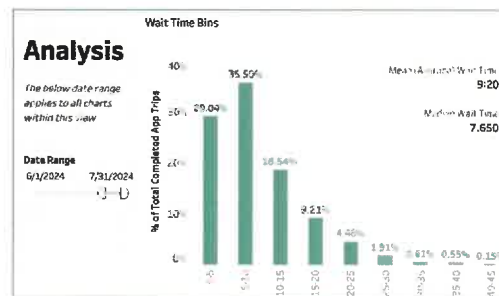
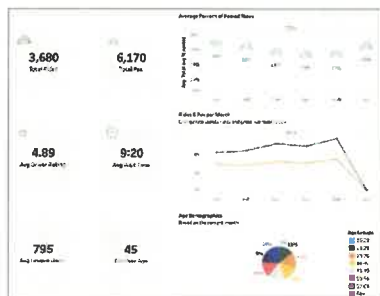
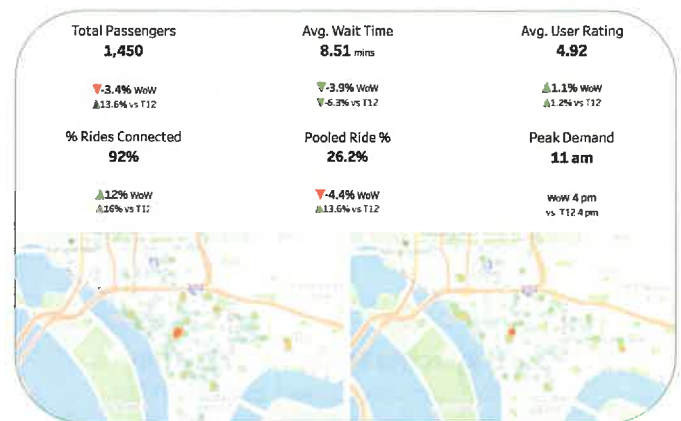
- **Zone-specific fares:** Rides within and to/from proposed zone can be free or fare-based, dependent of the fares in the existing market
- **Dynamic Vehicle Routing:** Prioritize and allocate different vehicle types within the Proposed Zone, or share fleet with the Existing Circuit service area
- **Custom Stop Types:** Proposed zone can be single stop, multiple, stop, or door-to-door



Data & Reporting

Easy & immediate access to real-time data and helpful insights

- **Streamlined reporting all in one**
 - Generate comprehensive data reports effortlessly
- **Data-driven strategies for service improvement**
 - Actionable insights that highlight service successes and needs for improvement
- **In-depth rider metrics**
 - Heat maps, demographics, top pick-ups & more

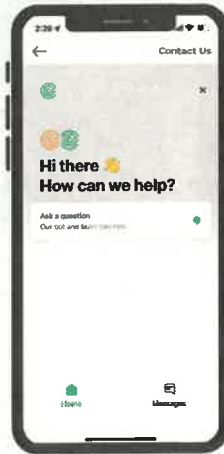


Customer Service

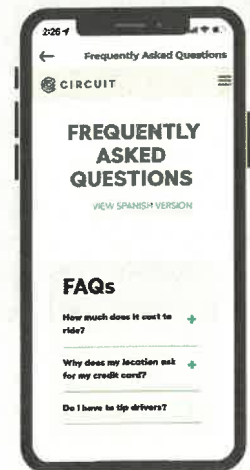
Using our team and our technology to maximize customer satisfaction.



Rider can request the Circuit Driver call



Each Circuit location has a designated Rider Support solution that communicates to our local Customer Service Agents



General and specific location FAQs available in app for answers and information regarding specific services

Optional Revenue Share Programs

Reduce costs with fares and advertising



Nominal fares keep service accessible to all



Award winning OOH media campaigns



Support local businesses with local advertising



Thank you!!

We're ready to move Destin forward!



See what we're
up to on social
[@ride_circuit](#)

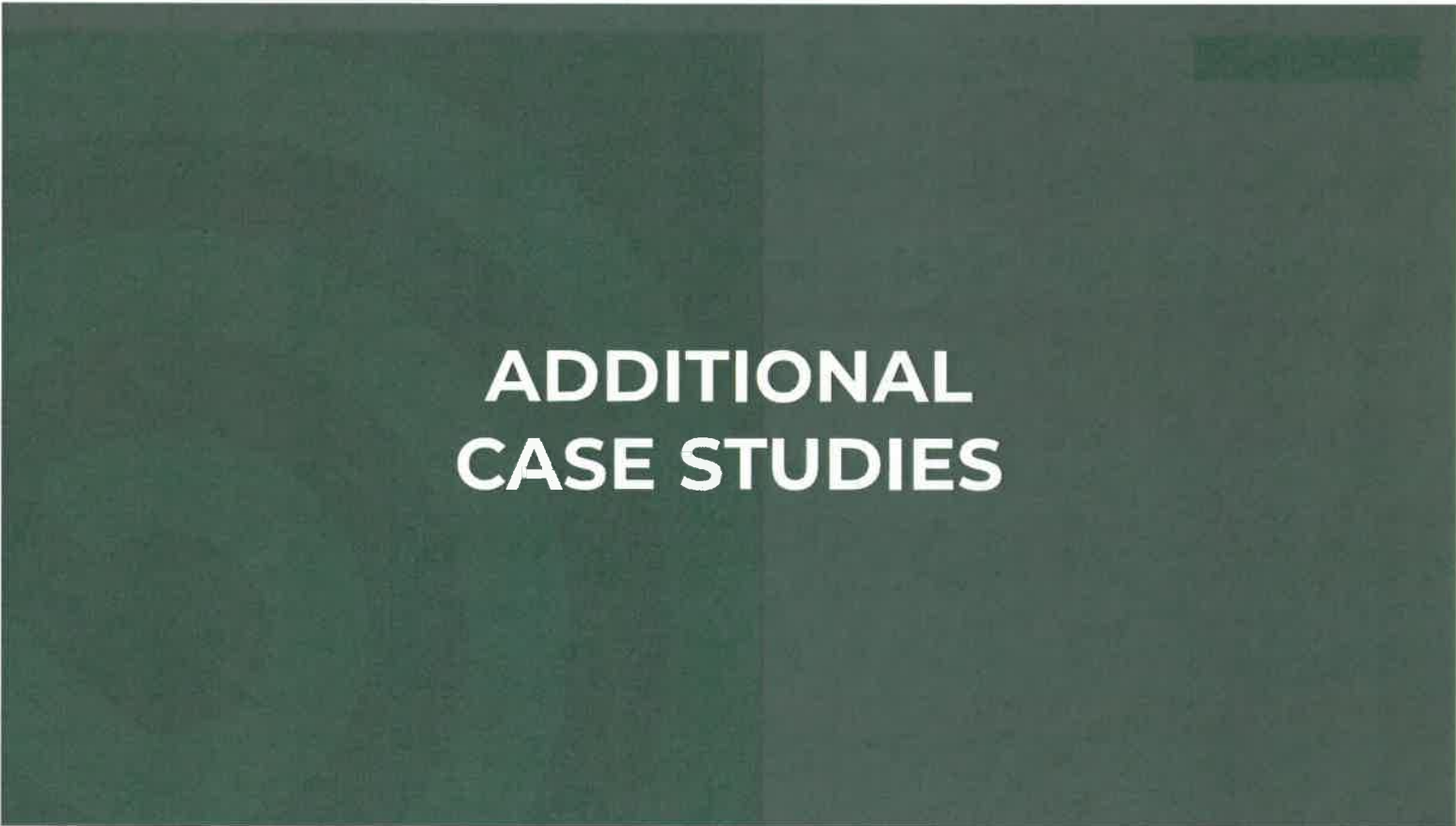


Connect with our
Sales Team & get started
jason@ridecircuit.com



Visit us
ridecircuit.com





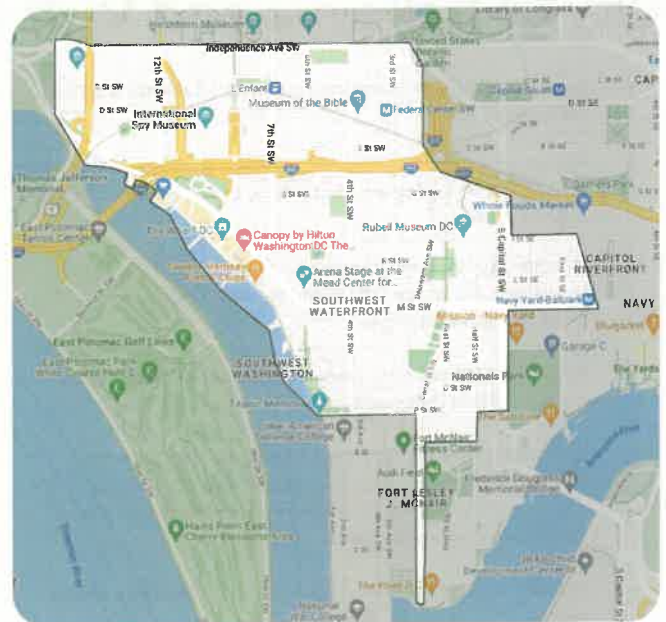
ADDITIONAL CASE STUDIES

Mobility Innovation District: Southwest DC

- **(6) GEM Vehicles** operating on-demand **within a 1.12 Sq. Mile Service Area**. Exploring **adding (2-3) EV Sedans**.
- The on-demand service runs all week: **Monday - Thursday, 7 AM - 7 PM; Friday, 7 AM - 10 PM; Saturday, 10 AM - 10 PM; Sunday, 10 AM - 5 PM**
- Circuit provides **discounted rides to low-income DC residents** through the RideWell program (
- The program launched for zero cost before implementing a **flat fare of \$2.00**
- In addition to serving the Southwest as part of the MID, **Circuit offers a fixed-route service to workers and visitors at the DC Central Kitchen headquarters.**
- We **moved over 70,000 passengers per year**; with an average of **9.5 minute wait time!**

~20 Metric Tons of CO2 avoided since launch

SWBID
SOUTHWEST BUSINESS
IMPROVEMENT DISTRICT

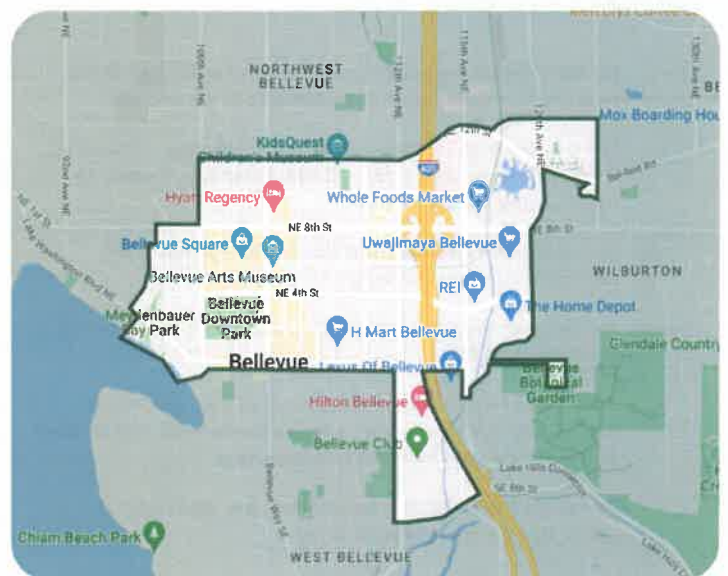


The Mobility Innovation District (MID) is a multi-year project funded by the District's Office of the Deputy Mayor for Planning + Economic Development to establish the **premier innovation hub for mobility in Southwest DC.**

City of Bellevue and Visit Bellevue

- **(8) GEM Vehicles** operating on-demand **within a 1.37 Sq. Mile Service Area**
- The on-demand service runs all week: **Monday - Thursday, 9 AM - 9 PM; Friday and Saturday, 10 AM - 10 PM; Sunday, 9 AM - 9 PM**
- **Hospitality:** Visitors going to and from their lodging and key destinations are amongst the service's most-frequented trips.
- **Tourism:** **37%** of riders who used the service were from outside of the Bellevue region.
- **Economic Impact:** Bellhop contributes an estimated **\$900,000** in economic activity each month. Provides transportation for **Meta, Amazon, Microsoft** and other tech company employees.
- **7,000+ monthly passengers;** with a **4.9 average driver rating.**

~6+ Metric Tons of CO2 avoided since launch



Circuit and Visit Bellevue are providing on-demand, 100% electric rides within the bustling Downtown Bellevue area. **Funded by local hotel room taxes, the accessible last-mile service is available free to residents, employees, and guests.**

City of Pompano Beach

- **(3) GEM Vehicles** operating on-demand **within a .97 Sq. Mile** Service Area
- The on-demand service runs all week: **Monday - Thursday, 11 AM - 9 PM; Friday and Saturday, 10 AM - 11 PM; Sunday, 11 AM - 9 PM**
- **\$2.28 Cost Per Passenger (CPR)** all-in. **Lowest CPR of any other known microtransit service in the country.**
- Free Service since launched in 2021. **Moving to a \$2 fare in June 2024 based on forecasted operation savings and service optimization assumptions.**
- Top pick up and drop off areas are **local restaurants, hotels, and Pier shopping destinations.**
- **We move over 9,000 passengers/month;** with an average of **10.7 passengers/vehicle/hour**

-42 Metric Tons of CO2 avoided since launch



Since April 2021, we've been offering affordable eco-friendly rides in Pompano Beach, Florida. Our all-electric shared vehicles reduce emissions and traffic congestion in the community while creating jobs and promoting local businesses. **Funded through an FDOT Grant that is 50% match by the City.**

RideDTO Overview



Schedule

- Launch date: October 2024
- 8:00am to 8:00pm 7 days a week
- **70 weekly vehicle hours max per vehicle**

Fleet

- 4 GEMs - Includes 1 ADA GEM (standby)
- 1 EV sedan

Key Features

- \$1 fare (to start)
- No trip sharing (ride pooling)
- No advertising





EXECUTIVE SUMMARY



A Comprehensive Operations Analysis (COA) of the EC Rider Transit System was recently completed to review the agency's network and operations. The goals of the COA included:

- Determining whether the network has the resources to meet the community's needs.
- Identifying systemic or route-level changes to improve service.
- Identifying opportunities to increase ridership for EC Rider.

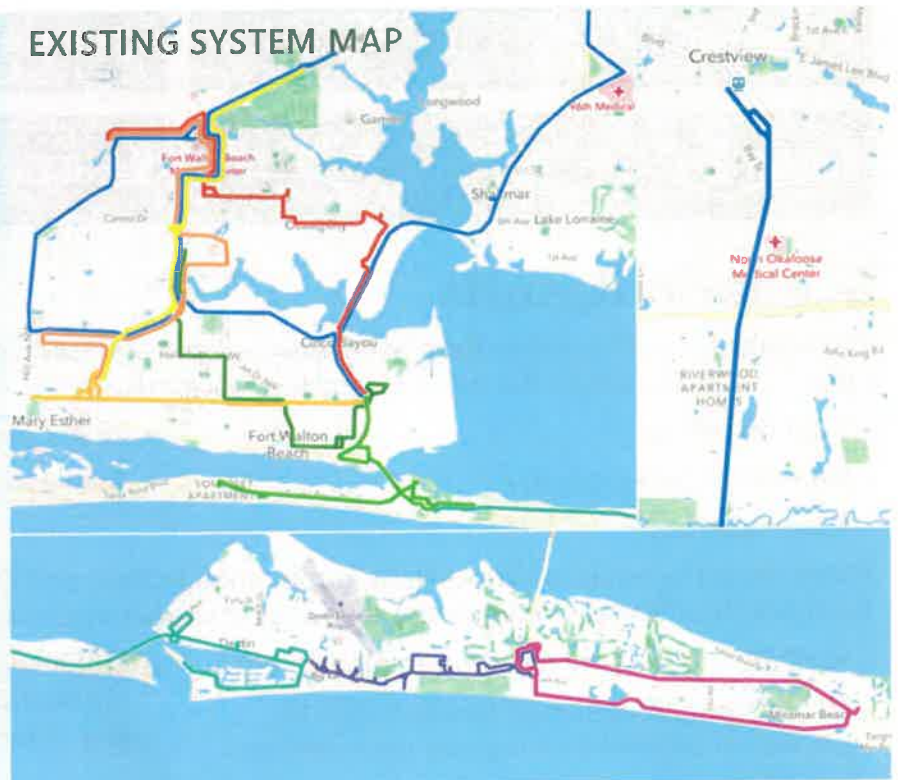
The COA Included:

- Quarterly team meetings.
- Field observation & data collection.
- Interviews with transit operators to seek feedback on routes.
- Elected official and stakeholder interviews.
- Public involvement activities including two phases with community surveys.
- Different transit network scenario and modeling.
- Recommended Network Design.

EC Rider is the transit system operating primarily in Okaloosa County, Florida. The transit service area is located on the Gulf of Mexico in Northwest Florida, a region with a significant tourism industry and several military bases. The transit agency service area includes the communities of:

- Fort Walton Beach
- Destin
- Mary Esther
- Crestview
- Niceville
- Miramar Beach

EXISTING SYSTEM MAP



Existing System Key Takeaways

Route Performance

Low ridership equals high per-rider costs.

System Operations

Network delay and safety concerns for routes.

Ridership Experience

Long trips, lack of frequency, limited-service span, no weekend service, regional isolation/disconnection.

Scheduling Efficiency

Inefficient layover & recovery times reduce frequency of service and impact service time efficiency.

COA Goals

The COA established three goals for the EC Rider System:



RIDERSHIP

Provide service to major areas of activity while implementing policies and procedures that increase overall safety and reliability for users.



TECHNOLOGIES/ SERVICES

Form the foundation for all-encompassing system growth through the integration of new modes, funding options, and improving the rider experience.



EFFICIENCY

Prioritize system efficiency by making proper use of both intelligent systems and network design.

Scenario Development

Based upon feedback from representatives from the Okaloosa County Transit Co-Op and public engagement, four scenarios were developed.

Scenario 1

Optimize the existing transit network

Scenario 3

High adoption of Mobility on Demand Zones

Scenario 2

Introduction of Mobility on Demand Zones

Scenario 4

High investment scenario with a complete network redesign

Scenario Results

The results for each scenario have been analyzed and assessed against the current system and each other. This analysis used the following performance metrics:

- Total boardings
- Number of buses required
- Total route cost
- Riders per revenue hour
- Total cost per rider

Based upon the results of the analysis, public engagement, and Okaloosa Transit Co-Op representatives feedback this COA recommends the following changes to the transit network:

- Scenario 1 is recommended for implementation
- Transit operations should be expanded to provide additional evening and new weekend transit services.
- Mobility on Demand (MoD) should be explored further for potential implementation within Destin and Miramar Beach areas.

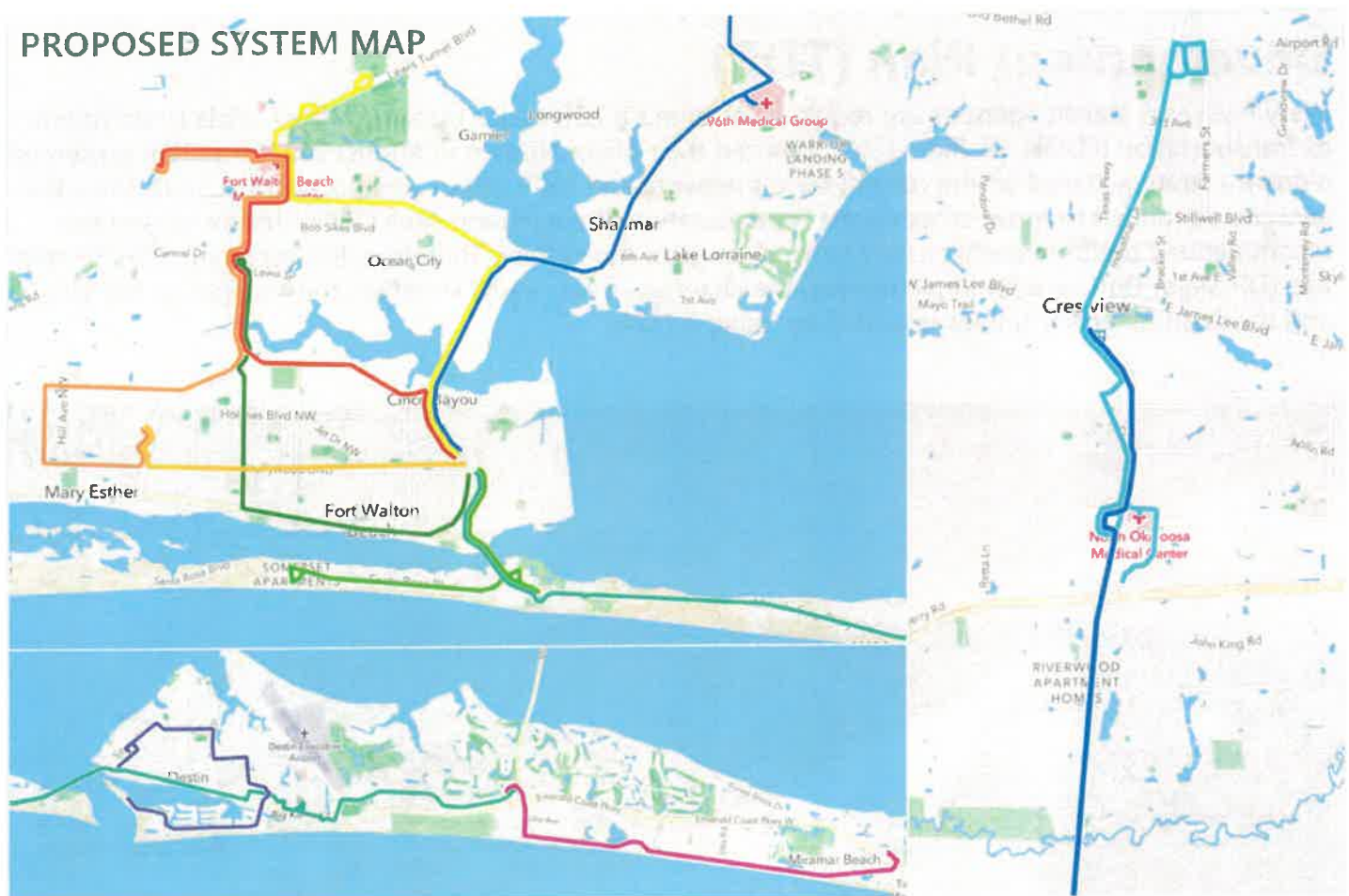
HIGH-LEVEL SUMMARY OF RESULTS ILLUSTRATING THE BENEFITS AND DRAWBACKS FOR EACH SCENARIO:

	1	2	3	4
BENEFITS	- Optimized fixed-route network - Immediate improvements to Routes 1, 2 & 3	- Increased service coverage - Improved connections in Crestview	- High ridership On-Demand Transit - Improved connections in Niceville	Highest service coverage - Improved connections in Crestview and Niceville
DRAWBACKS	- Marginal increases in route costs - Limited increase in service coverage	Requires larger investment	- Requires significant investment - High costs per rider	- Requires significant investment - Requires purchase of additional buses



Scenario 1 achieves the three goals by streamlining beach service, adding new Walt routes in Crestview, and implementing more efficient connections at transfer centers.

PROPOSED SYSTEM MAP



Implementation

With any significant service change, effective public engagement is key. At a minimum, current and potential riders will be notified of when the changes will begin, what the changes are and how it benefits them, what existing stops are affected, where the new stops will be located, what areas are gaining/losing service, and how navigating the system will change.

Tactics for the public engagement strategy include but are not limited to:

- Establish key messages and public distribution channels to promote the changes.
- Printed route by route "cheat sheets" containing general information about each route.
- One month prior to launch, bus stop notifications to be placed on each of the stops that are being removed with information on the change and where the customer can go to catch the bus.
- Implementation a rider virtual help desk that can respond via phone and email to customer questions and feedback.

MOBILITY ON DEMAND

Several cities across the country including many beach communities in Florida are offering MoD , to extend the reach of the transit system or provide customized service to meet different transportation needs.

MoD can:

- reduce congestion.
- provide alternate travel options for residents and visitors.
- improve service quality and coverage.
- increase ridership.



Relationship with the Transit Development Plan (TDP)

Every five years, transit agencies are required to submit a TDP Major Update to the Florida Department of Transportation (FDOT). EC Rider last submitted their Major Update in August 2021. This TDP presented a growth strategy based on the current transit network and 2019 urban area population. Since then, the area has continued to grow, crossing the Transportation Management Area (TMA) threshold, and the recommended option presents a new network to grow the system. Therefore, it is recommended to start the TDP Major Update after implementing the changes (a year early) to reflect the changes to the system and the financial opportunities provided by being a TMA.



**FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT THREE TRAFFIC OPERATIONS**



**DISTRICTWIDE TRAFFIC OPERATIONS STUDIES
TASK WORK ORDER NO. 3**

**CONTRACT NO: CAP86
FDOT FINANCIAL ID NO: 45258213201
STUDY TYPE 1 – UNSIGNALIZED INTERSECTION**

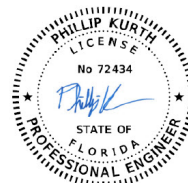
**STATE ROAD 30 (US 98)
AT
REGIONS WAY**

**COUNTY: OKALOOSA
CITY: DESTIN
SECTION: 57030-030
MILEPOST: 23.159**

PREPARED BY:

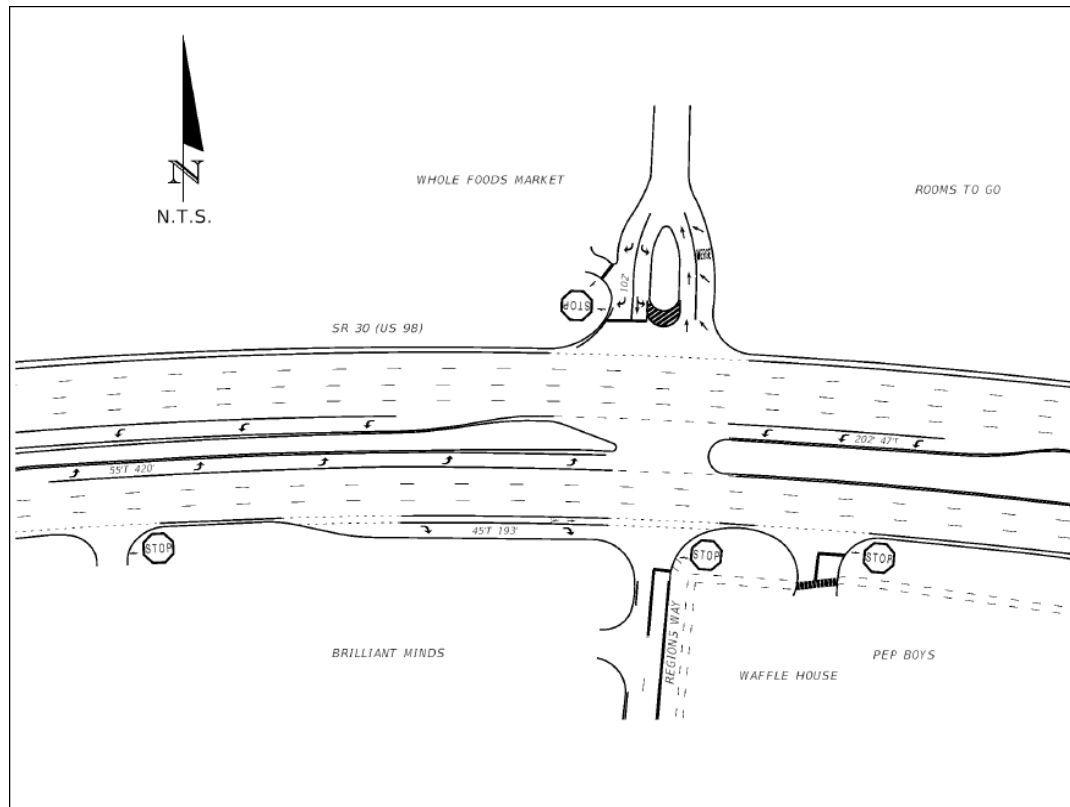
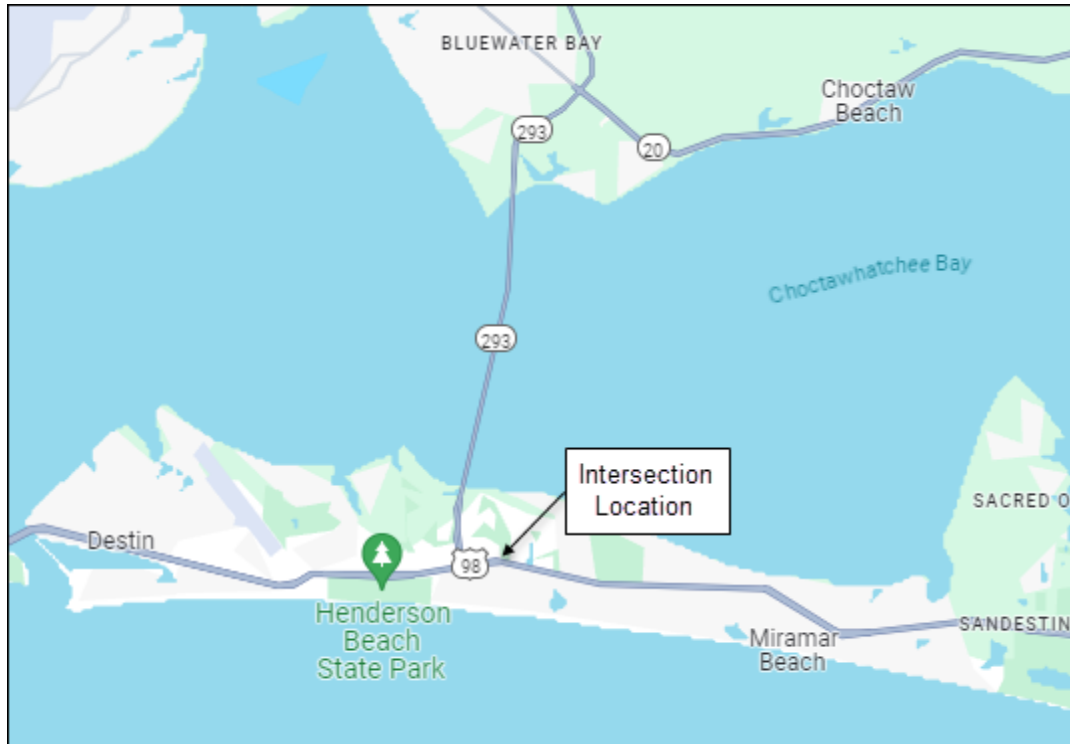
**FLORIDA TRANSPORTATION ENGINEERING, INC. (FTE)
171 STATE HWY. 83 NORTH, SUITE A202
DEFUNIAK SPRINGS, FLORIDA 32433**

**PHILLIP KURTH, PE PTOE
SENIOR TRAFFIC ENGINEER
FL PE NO. 72434
5/23/2024**



**knftepk
2024.05.23
14:28:43
-05'00'**

Location Map and Topography



Executive Summary

The following is a synopsis of the conclusions and recommendations of the Traffic Operational Study performed for **State Road 30 (US 98) at Regions Way** located in the city of Destin.

Conclusions:

- There were sixty (60) documented crashes reported by Signal Four Analytics within the last five (5) years.
- Fourteen (14) of the reported collisions (23%) resulted in injury where one or more people required transportation to a medical facility.
- There were thirty-four (34) right-angle crashes which accounted for 57% of the total crashes and 64% of the total injuries. Thirteen (13) of the right-angle collisions were “Good Samaritan” crashes.
- There were six (6) left-turn collisions which accounted for 10% of the total crashes and 21% of the total injuries. Four (4) of the left-turn collisions were “Good Samaritan” crashes.
- **There were five (5) or more crashes of the type susceptible to correction by a traffic signal for each of the past five (5) years. In 2020, there were twenty-two (22) correctable crashes.**
- Based on the current Turning Movement Counts, the minor movements at this location accounted for 3% of the total traffic volume yet accounted for 73% of total collisions in the last five (5) years.
- Results from the delay analysis indicate that no excessive delay is being experienced at this time.
- According to the Generalized Tables, this segment of State Road 30 (US 98) is operating at a LOS C in both the AM and PM peak period.
- None of the nine traffic signal warrants were either met or applicable for this location with 50% right-turns added due to excessive vehicular conflict.
- *The subject intersection does not meet the traffic signal spacing requirements of Florida Administrative Code (FAC) Chapter 14-97 State Highway System Access Management Classification System and Standards.*
- Per the SimTraffic model, the storage capacity of all existing turn lanes on State Road 30 (US 98) at Regions Way meets or exceeds the current vehicular demand in both the AM and PM peak periods.
- The sight distance along State Road 30 (US 98) was satisfactory from the driver’s perspective on both of the side street approaches.
- A site visit conducted on 4/30/2024 revealed that:
 - Throughout the day, the westbound queue on State Road 30 (US 98) routinely stacks back from the signalized intersection of Crystal Beach Drive to block the Regions Way access points.
 - Median Stacking is a common occurrence throughout the day.
 - Side street vehicles, as well as median stacked vehicles were routinely waved thru by a “Good Samaritan”.
 - There is convenient interconnectivity for both the northbound and southbound vehicles on Regions Way to access the signalized intersection at Crystal Beach / Legendary Way.
- A Financial Project Search was conducted for State Road 30 (US 98). There is currently a Resurfacing Project (453548-1) listed on the FDOT website which would include the subject intersection and Ryan Adams is the Project Manager.

Recommendations:

- It is recommended that the Department should reconstruct the existing full median opening at the intersection of State Road 30 (US 98) and Regions Way and convert the median opening to a directionalized left-turn only for the eastbound and westbound left-turn and U-Turn movements.

Introduction

This traffic engineering study was conducted to analyze the operation of the intersection of State Road 30 (US 98) and Regions Way, located in the city of Destin, and to determine if any operational improvements are needed at this location. The traffic data collected for the analysis consisted of ten (10) hour turning movement counts, fifteen-minute delay samples, vehicular speed characteristics and the latest five (5) years of crash reports. The ten (10) hour turning movements were taken from 6:00 AM to 10:00 AM, from 11:00 AM to 1:00 PM, and from 2:00 PM to 6:00 PM. Of these ten (10) hours, **8:30 – 9:30 AM was determined to be the morning peak hour; and 4:30 – 5:30 PM was determined to be the evening peak hour.**

Various traffic engineering tools were used to evaluate this intersection. The data contained herein was evaluated using the following analytical tools and traffic engineering resources:

- Manual on Uniform Traffic Control Devices (MUTCD) Handbook, 2009 Edition with Revisions May 2012
- FDOT Manual of Uniform Traffic Studies (MUTS)
- 2010 Highway Capacity Manual
- FDOT Quality / Level of Service Handbook
- Un-Signalized Intersection Delay Study
- SYNCHRO / SimTraffic

Site Characteristics

The subject intersection is a 4-way un-signalized intersection. At this location, State Road 30 (US 98) is a seven-lane east/west urban principal arterial other roadway with a posted speed limit of 45 mph. There is a dedicated left-turn lane on the westbound approach as well as a dedicated left-turn, right-turn, and bike lane on the eastbound approach of State Road 30 (US 98) at Regions Way. There are no crosswalks at this intersection. State Road 30 (US 98) is an Access Class 3 roadway with a minimum signal spacing of 2,640 feet (0.50 mile). The nearest traffic signal along State Road 30 (US 98) to the east is approximately 0.11 miles away located at Crystal Beach Drive and to the west is approximately 0.34 miles away located at Regatta Bay Boulevard. ***The subject intersection does not meet the traffic signal spacing requirements of Florida Administrative Code (FAC) Chapter 14-97 State Highway System Access Management Classification System and Standards.***

The northbound approach of Regions Way is a two-lane undivided roadway with no posted speed limit. The northbound approach consists of a single left/thru/right-turn lane and is regulated by a STOP sign and STOP bar. The southbound approach is a boulevard commercial entrance. The southbound approach consists of a dedicated right-turn lane and a single shared left/thru lane and is regulated by a STOP sign and STOP bar. At the time of this study, the sight distance along State Road 30 (US 98) was satisfactory from the driver's perspective on both of the side street approaches.

Site Analysis

A spot speed study along State Road 30 (US 98) was conducted at this location. Many speed characteristics were collected, measured, and computed for this study, such as the posted speed limit, eighty-fifth percentile speed, average speed, percent exceeding, and the highest speed obtained during the study. This data is presented in Table 1 on the following page:

TABLE 1				
SPEED DATA				
Speed		Eastbound	Westbound	Posted Speed Limit – 45 MPH
85 PERCENTILE	(MPH)	47.9	48.9	Speed Study was conducted on SR 30 (US 98) at Regions Way
AVERAGE	(MPH)	45.1	45.6	
HIGH	(MPH)	56	59	
PERCENT EXCEEDING	(%)	48.57	53.33	

Historical crash information for the years 2019 through December 1, 2023 was obtained from the FDOT Safety Office through Signal Four Analytics for the un-signalized intersection of State Road 30 (US 98) and Regions Way. Table 2 is a summary of the documented crash data:

TABLE 2 COLLISION TYPE																
Year	Left Turn		Rear End		Right Angle		Side Swipe		Loss of Control		Head-On		Pedestrian Bike		Other	
2019	1	0	1	0	4	1	1	0	0	0	0	0	0	0	1	0
2020	2	1	3	1	10	5	2	0	0	0	0	0	0	0	0	0
2021	0	1	4	0	5	0	1	0	0	1	0	0	0	0	1	0
2022	0	1	1	0	3	1	1	0	0	0	0	0	0	0	0	0
2023	0	0	0	0	3	2	1	0	0	0	0	0	0	0	1	0
Total	6		10		34		6		1		0		0		3	
TOTAL COLLISIONS				60	Property Damage Only					46	Injury					14

Fourteen (14) of the sixty (60) reported collisions (23%) resulted in injury where one or more people required transportation to a medical facility. There were thirty-four (34) right-angle crashes which accounted for 57% of the total crashes and 64% of the total injuries. There were six (6) left-turn collisions which accounted for 10% of the total crashes and 21% of the total injuries. Thirteen (13) of the total right-angle crashes and four (4) of the total left-turn collisions were “Good Samaritan” crashes. **There were five (5) or more crashes of the type susceptible to correction by a traffic signal for each of the past five (5) years. In 2020, there were twenty-two (22) correctable crashes.** The “other” crashes included two (2) motorists making a U-Turn into the path of oncoming traffic and the remaining “other” crash was two vehicles turning simultaneously in the same direction. **Based on the current Turning Movement Counts, the minor movements at this location accounted for 3% of the total traffic volume yet accounted for 73% of total collisions in the last five (5) years.** Detailed crash diagrams may be found in the study appendix.

Table 3 depicts the results of a statistical analysis of crash rates at similar roadway facilities in District 3 over the last five (5) years. The subject crash rates are based on crashes per estimated million vehicles entering the State System by intersection type. In the last five (5) years, the number of reported crashes at State Road 30 (US 98) and Regions Way was comparable to statistical average of similar roadway facilities in District 3.

TABLE 3	
FDOT District 3 Crash Statistics Analysis	
Vehicles per Day Entering Intersection =	52194
Million Vehicles per Year Entering Intersection =	19.051
Statistical Crash Rate per Million Vehicles =	0.749
Reported Crashes in Last Five (5) Years =	60
Anticipated Number of Crashes per Year =	14.27
Actual Number of Reported Crashes per Year =	12.00

Four 15-minute delay samples were collected for all movements with the exception of the eastbound and westbound free right-turn and thru movements. Two of the four 15-minute delay samples were taken during the peak hours. These delays and computed average delays are shown in Table 4. **Results from the delay analysis indicate that no excessive delay is being experienced at this time.**

TABLE 4
UNSIGNALIZED INTERSECTION DELAY STUDY

EASTBOUND MOVEMENTS (LEFTS)					SOUTHBOUND MOVEMENTS (ALL)				
TIME		AVERAGE VEHICULAR DELAY		LEVEL OF SERVICE *	TIME		AVERAGE VEHICULAR DELAY		LEVEL OF SERVICE *
BEGIN	END	STOPPED (SECS/VEH)	APPROACH (SECS/VEH)		BEGIN	END	STOPPED (SECS/VEH)	APPROACH (SECS/VEH)	
7:30 am	7:45 am	17.33	5.20	A	7:45 am	8:00 am	15.00	8.57	A
8:30 am	8:45 am	17.17	12.88	B	8:45 am	9:00 am	33.00	31.06	D
3:30 pm	3:45 pm	55.00	27.50	D	3:45 pm	4:00 pm	26.13	26.13	D
4:30 pm	4:45 pm	30.00	30.00	D	4:45 pm	5:00 pm	31.77	29.50	D
TOTAL		119.50	75.58		TOTAL		105.90	95.26	
AVERAGE		29.88	18.90	C	AVERAGE		26.48	23.82	C
APPROACH VOLUME (VEH in 10 hrs)		310			APPROACH VOLUME (VEH in 10 hrs)		631		
VEHICULAR DELAY (VEH-HRS)		2.57	1.63		VEHICULAR DELAY (VEH-HRS)		4.64	4.17	
WESTBOUND MOVEMENTS (LEFTS)					NORTHBOUND MOVEMENTS (ALL)				
TIME		AVERAGE VEHICULAR DELAY		LEVEL OF SERVICE *	TIME		AVERAGE VEHICULAR DELAY		LEVEL OF SERVICE *
BEGIN	END	STOPPED (SECS/VEH)	APPROACH (SECS/VEH)		BEGIN	END	STOPPED (SECS/VEH)	APPROACH (SECS/VEH)	
8:00 am	8:15 am	22.00	7.33	A	8:15 am	8:30 am	17.50	11.67	B
9:00 am	9:15 am	24.75	16.50	C	9:15 am	9:30 am	0.00	0.00	A
4:00 pm	4:15 pm	24.50	24.50	C	4:15 pm	4:30 pm	7.00	1.40	A
5:00 pm	5:15 pm	19.75	15.80	C	5:15 pm	5:30 pm	10.00	6.67	A
TOTAL		91.00	64.13		TOTAL		34.50	19.74	
AVERAGE		22.75	16.03	C	AVERAGE		8.63	4.94	A
APPROACH VOLUME (VEH in 10 hrs)		154			APPROACH VOLUME (VEH in 10 hrs)		165		
VEHICULAR DELAY (VEH-HRS)		0.97	0.69		VEHICULAR DELAY (VEH-HRS)		0.40	0.23	
TOTAL INTERSECTION DELAY									
VEHICULAR DELAY		EASTBOUND		SOUTHBOUND	WESTBOUND		NORTHBOUND		TOTAL
STOPPED (VEH-HRS)		2.57		4.64	0.97		0.40		8.58
APPROACH (VEH-HRS)		1.63		4.17	0.69		0.23		6.71

* Level of Service (LOS) is stated in terms of the average approach delay per vehicle.
Exhibit 19-1 in the 2010 Highway Capacity Manual is used to compute the LOS.

Ten (10) hour turning movements were taken on 4/30/2024 using Miovision video data collection units. The vehicular turning movements were collected from 6:00 AM to 10:00 AM, from 11:00 AM to 1:00 PM, and from 2:00 PM to 6:00 PM. Of these ten (10) hours, 8:30 – 9:30 AM was determined to be the morning peak hour; and 4:30 – 5:30 PM was determined to be the evening peak hour. Table 5 denotes the hourly breakdown of traffic volumes of the subject intersection.

TABLE 5
10-HOUR TURNING MOVEMENTS

TIME	EASTBOUND SR 30 (US 98)			WESTBOUND SR 30 (US 98)			NORTHBOUND Regions Way			SOUTHBOUND Shopping Ctr.		
	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT
6:00 AM	17	1269	12	7	653	19	2	0	1	11	0	2
7:00 AM	44	1800	15	18	1278	41	3	0	8	21	1	17
8:00 AM	44	2006	22	14	1445	72	6	0	11	25	1	34
9:00 AM	36	1853	17	32	1531	113	6	0	13	34	3	42
10:00 AM	34	1854	20	10	1841	150	6	1	14	27	0	70
11:00 AM	42	1912	23	20	1934	140	5	1	28	29	3	65
12:00noon	30	1817	17	16	1985	97	3	0	13	16	2	51
1:00 PM	13	1631	11	16	2034	91	2	1	10	18	0	28
2:00 PM	26	1680	9	10	2176	101	3	1	10	26	2	37
3:00 PM	24	1638	6	11	2078	78	1	1	15	17	0	49
4:00 PM	310	17460	152	154	16955	902	37	5	123	224	12	395
5:00 PM												
6:00 PM												
TOTAL												

The Peak Hour Two-Way Volumes on State Road 30 (US 98) were analyzed using the Generalized Tables published in the *FDOT Quality / Level of Service Handbook* for Class I State Signalized Arterials. Table 6 denotes the results of the LOS Analysis.

TABLE 6
QUALITY / LEVEL OF SERVICE

Analysis Period	Two-Way Volume	LOS
AM Peak	3772	C
PM Peak	4203	C

The ten (10) hour turning movement volumes were analyzed using the nine MUTCD Warrants for traffic signal installation published in Section 4C.01 of the *2009 Manual of Uniform Traffic Control Devices*. Individual Warrants that were performed for this location may be found in the study appendix. **None of the nine traffic signal warrants were either met or applicable** for this location with 50% right turns added due to vehicular conflict entering the intersection.

TABLE 7
TRAFFIC SIGNAL WARRANT SUMMARY EVALUATION

WARRANT NUMBER	DESCRIPTON	WARRANT SATISFIED		
		YES	NO	NOT APPLICABLE
1A	EIGHT HOUR VEHICULAR VOLUME		X	
1B	EIGHT HOUR VEHICULAR VOLUME		X	
2	FOUR HOUR VEHICULAR VOLUME		X	
3	PEAK HOUR			X
4	PEDESTRIAN VOLUME			X
5	SCHOOL CROSSING			X
6	COORDINATED SYSTEMS WARRANT			X
7	CRASH EXPERIENCE		X	
8	ROADWAY NETWORK			X
9	INTERSECTION NEAR A GRADE CROSSING			X

As described in the *Site Characteristics* section of this report, there is a dedicated left-turn lane on both the eastbound and westbound approaches of State Road 30 (US 98) at Regions Way. The dimensions of the subject turn lanes are as follows:

- 420-Foot Eastbound Left-Turn Lane with 55-foot Taper on SR 30 (US 98)
- 193-Foot Eastbound Right-Turn Lane with 45-foot Taper on SR 30 (US 98)
- 202-Foot Westbound Left-Turn Lane with 47-foot Taper on SR 30 (US 98)
- 102-Foot Southbound Effective Right-Turn Lane at Shopping Center

The SimTraffic application of the Synchro software package was used to determine the adequacy of the existing turn lanes in both the AM and PM peak periods. Five traffic simulations were conducted and averaged for the displayed results. Each simulation was one hour in duration with three-minute model seedings. As depicted in Tables 8 & 9 on the following page, the storage capacity of the existing turn lanes on State Road 30 (US 98) at Regions Way exceeds the current vehicular demand in both the AM and PM peak periods. As such, **there is no recommendation for turn lane improvements on State Road 30 (US 98).**

TABLE 8
QUEUING ANALYSIS OF EXISTING TURN LANES
AM PEAK

Queuing and Blocking Report								
State Road 30 (US 98) at Regions Way								
05/09/2024								
Intersection: 3:								
Movement	EB	EB	WB	WB	WB	WB	NB	SB
Directions Served	L	R	L	LT	T	TR	LTR	LT
Maximum Queue (ft)	69	8	40	122	30	18	99	601
Average Queue (ft)	24	0	5	43	2	1	29	266
95th Queue (ft)	58	5	23	106	27	9	84	712
Link Distance (ft)				6541	6541	6541	1927	1732
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)	420	193	202					102
Storage Blk Time (%)							57	0
Queuing Penalty (veh)							20	0

TABLE 9
QUEUING ANALYSIS OF EXISTING TURN LANES
PM PEAK

Queuing and Blocking Report								
State Road 30 (US 98) at Regions Way								
05/09/2024								
Intersection: 3:								
Movement	EB	WB	WB	WB	WB	NB	SB	SB
Directions Served	L	L	LT	T	TR	LTR	LT	R
Maximum Queue (ft)	74	30	113	88	49	100	938	127
Average Queue (ft)	22	2	21	4	2	25	365	31
95th Queue (ft)	61	13	77	43	24	90	870	106
Link Distance (ft)			6541	6541	6541	1927	1732	
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)	420	202						102
Storage Blk Time (%)							70	0
Queuing Penalty (veh)							32	0

Field Observations

A site visit was conducted on 4/30/2024. During the field investigation, it was observed that throughout the day, the westbound queue on State Road 30 (US 98) routinely stacks back from the signalized intersection of Crystal Beach Drive to block the Regions Way access points. As a result, Median Stacking is a common occurrence throughout the day. It was further noted that side street vehicles, as well as median stacked vehicles were routinely waved thru by a "Good Samaritan". The Exhibits on the following pages illustrates the vehicular stacking on State Road 30 (US 98), median stacking vehicles, and "Good Samaritan" movements.

EXHIBIT 1
VEHICLE QUEUEING ON WESTBOUND US 98



EXHIBIT 2
MEDIAN STACKING



EXHIBIT 3
GOOD SAMARITAN MOVEMENTS



It was further noted that there is convenient interconnectivity for both the northbound and southbound vehicles on Regions Way to access the signalized intersection at Crystal Beach / Legendary Way.

EXHIBIT 4
INTERCONNECTIVITY TO CRYSTAL BEACH / LEGENDARY WAY



Exhibits 5 – 8 illustrate the sight distance along State Road 30 (US 98) at Regions Way.

EXHIBIT 5
NORTHBOUND REGIONS WAY LOOKING EAST



EXHIBIT 6
NORTHBOUND REGIONS WAY LOOKING WEST



EXHIBIT 7
SOUTHBOUND SHOPPING CENTER LOOKING EAST



EXHIBIT 8
SOUTHBOUND SHOPPING CENTER LOOKING WEST



Work Program

A Financial Project Search was conducted for State Road 30 (US 98). There is currently one (1) project listed on the FDOT website which would include the subject intersection. It is as follows:

- Resurfacing - Fin. Project No. 453548-1 – Ryan Adams, Project Manager

Recommendations

It is recommended that the Department should reconstruct the existing full median opening at the intersection of State Road 30 (US 98) and Regions Way and convert the median opening to a directionalized left-turn only for the eastbound and westbound left-turn and U-Turn movements.

Phillip Kurth, PE PTOE
5/23/2024

APPENDIX

LOOKING EAST



LOOKING WEST



LOOKING NORTH



LOOKING SOUTH



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COLLISION DIAGRAM		FORM 750-020-05 TRAFFIC ENGINEERING 10/99
LOCATION ID: <u>State Road 30 (US 98) @ Regions Way</u>		
COUNTY: <u>Okaloosa</u>	CITY: _____	
PERIOD <u>01/01/2019</u>	TO <u>12/31/2019</u>	PREPARED BY: <u>B. Ringer</u>

DENOTES
PROP DAMAGE

DENOTES
INJURY

DENOTES
FATALITY

SR 30 (US 98)

Street Name

Regions Way

Street Name

COLLISION SYMBOLS		CONDITION CODES
VEHICLE PATH BACKING VEHICLE NON-INVOLVED VEH. PEDESTRIAN PATH FIXED OBJECT PARKED VEHICLE PERSONAL INJURY FATALITY	REAR-END COLLISION HEAD-ON COLLISION SIDE SWIPE OUT OF CONTROL OVERTURNED VEHICLE LEFT TURN COLLISION RIGHT ANGLE COLLISION	PAVEMENT CONDITION: D = DRY W = WET I = ICY WEATHER CONDITION: C = CLEAR R = RAIN F = FOG S = SNOW LIGHT CONDITION: L = DAYLIGHT N = NIGHT (DARK) TIME OF DAY (MILITARY)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		FORM 750-020-09 TRAFFIC ENGINEERING 10/99
COLLISION DIAGRAM		
LOCATION ID: <u>State Road 30 (US 98) @ Regions Way</u>		
COUNTY: <u>Okaloosa</u>	CITY: _____	
PERIOD <u>01/01/2020</u> TO <u>12/31/2020</u>	PREPARED BY: <u>B. Ringer</u>	

DENOTES PROP DAMAGE

DENOTES INJURY

DENOTES FATALITY

N

SR 30 (US 98)		Regions Way
Street Name		Street Name

COLLISION SYMBOLS		CONDITION CODES
VEHICLE PATH BACKING VEHICLE NON-INVOLVED VEH. PEDESTRIAN PATH FIXED OBJECT PARKED VEHICLE PERSONAL INJURY FATALITY	REAR-END COLLISION HEAD-ON COLLISION SIDE SWIPE OUT OF CONTROL OVERTURNED VEHICLE LEFT TURN COLLISION RIGHT ANGLE COLLISION	PAVEMENT CONDITION: D = DRY W = WET I = ICY WEATHER CONDITION: C = CLEAR R = RAIN F = FOG S = SNOW LIGHT CONDITION: L = DAYLIGHT N = NIGHT (DARK) TIME OF DAY (MILITARY)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COLLISION DIAGRAM		FORM 750-020-05 TRAFFIC ENGINEERING 10/99
LOCATION ID: <u>State Road 30 (US 98) @ Regions Way</u>		
COUNTY: <u>Okaloosa</u>	CITY: _____	
PERIOD <u>01/01/2021</u>	TO <u>12/31/2021</u>	PREPARED BY: <u>B. Ringer</u>

DENOTES PROP DAMAGE

DENOTES INJURY

DENOTES FATALITY

Diagram showing collision points and vehicle paths. Key events include:

- 1. 2/11 8:36 PM (Right turn collision)
- 2. 3/5 2:07 PM (Right turn collision)
- 3. 3/7 1:02 PM (Right turn collision)
- 4. 3/9 5:40 PM (Right turn collision)
- 5. 4/26 8:54 PM (Right turn collision)
- 6. 6/7 6:50 PM (Right turn collision)
- 7. 6/8 5:05 PM (Right turn collision)
- 8. 6/12 2:33 PM (Right turn collision)
- 9. 6/26 2:20 PM (Right turn collision)
- 10. 6/26 3:25 PM (Right turn collision)
- 11. 7/14 5:25 PM (Right turn collision)
- 12. 8/24 12:00 PM (Right turn collision)
- 13. 9/24 6:00 PM (Right turn collision)

SR 30 (US 98)

Street Name

Regions Way

Street Name

COLLISION SYMBOLS		CONDITION CODES
VEHICLE PATH BACKING VEHICLE NON-INVOLVED VEH. PEDESTRIAN PATH FIXED OBJECT PARKED VEHICLE PERSONAL INJURY FATALITY	REAR-END COLLISION HEAD-ON COLLISION SIDE SWIPE OUT OF CONTROL OVERTURNED VEHICLE LEFT TURN COLLISION RIGHT ANGLE COLLISION	PAVEMENT CONDITION: D = DRY W = WET I = ICY WEATHER CONDITION: C = CLEAR R = RAIN F = FOG S = SNOW LIGHT CONDITION: L = DAYLIGHT N = NIGHT (DARK) TIME OF DAY (MILITARY)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		FORM 750-020-05 TRAFFIC ENGINEERING 10/99
COLLISION DIAGRAM		
LOCATION ID: <u>State Road 30 (US 98) @ Regions Way</u>		
COUNTY: <u>Okaloosa</u>	CITY: _____	
PERIOD <u>01/01/2022</u> TO <u>12/31/2022</u>	PREPARED BY: <u>B. Ringer</u>	

DENOTES
PROP DAMAGE

DENOTES
INJURY

DENOTES
FATALITY

SR 30 (US 98)

Street Name

Regions Way

Street Name

COLLISION SYMBOLS		CONDITION CODES
VEHICLE PATH BACKING VEHICLE NON-INVOLVED VEH. PEDESTRIAN PATH FIXED OBJECT PARKED VEHICLE PERSONAL INJURY FATALITY	REAR-END COLLISION HEAD-ON COLLISION SIDE SWIPE OUT OF CONTROL OVERTURNED VEHICLE LEFT TURN COLLISION RIGHT ANGLE COLLISION	PAVEMENT CONDITION: D = DRY W = WET I = ICY WEATHER CONDITION: C = CLEAR R = RAIN F = FOG S = SNOW LIGHT CONDITION: L = DAYLIGHT N = NIGHT (DARK) TIME OF DAY (MILITARY)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		FORM 750-020-05 TRAFFIC ENGINEERING 10/95
COLLISION DIAGRAM		
LOCATION ID: <u>State Road 30 (US 98) @ Regions Way</u>		
COUNTY: <u>Okaloosa</u>	CITY: _____	
PERIOD <u>01/01/2023</u> TO <u>12/31/2023</u>	PREPARED BY: <u>B. Ringer</u>	

DENOTES
PROP DAMAGE

DENOTES
INJURY

DENOTES
FATALITY

SR 30 (US 98)

Street Name

Regions Way

Street Name

COLLISION SYMBOLS		CONDITION CODES
VEHICLE PATH BACKING VEHICLE NON-INVOLVED VEH. PEDESTRIAN PATH FIXED OBJECT PARKED VEHICLE PERSONAL INJURY FATALITY	REAR-END COLLISION HEAD-ON COLLISION SIDE SWIPE OUT OF CONTROL OVERTURNED VEHICLE LEFT TURN COLLISION RIGHT ANGLE COLLISION	PAVEMENT CONDITION: D = DRY W = WET I = ICY WEATHER CONDITION: C = CLEAR R = RAIN F = FOG S = SNOW LIGHT CONDITION: L = DAYLIGHT N = NIGHT (DARK) TIME OF DAY (MILITARY)

SR 30 (US 98) at Regions Way
Section No. 57030030, City of Destin
May 23, 2024

MUTCD Warrant No. 1 Eight- Hour Vehicular Volume Condition A																																																																																																																																																																																			
Major Street: <u>S.R. 30 (US 98)</u>					No. of Approach Lanes: <u>3</u>					Engineer Technician: <u>Phillip Kurth</u>																																																																																																																																																																									
Minor Street: <u>Regions Way</u>					No. of Approach Lanes: <u>1</u>					Date: <u>5/9/2024</u>																																																																																																																																																																									
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MUTCD Warrant 2 - Four Hour Vehicular Volume (50% Right Turns Added)

City: Destin
County: Okaloosa

Engineer Technician: Phillip Kurth
Date: May 9, 2024

Major Street: SR 30 (US 98) Lanes: 3 Critical Approach Speed: 48+
Minor Street: Regions Way Lanes: 1

Volume Level Criteria

1. Is the critical speed of major street traffic > 70 km/h (40 mph) ? ☒ Yes ☐ No
 2. Is the intersection in a built-up area of isolated community of <10,000 population? ☐ Yes ☒ No
- If Question 1 or 2 above is answered "Yes", then use "70%" volume level ☒ 70% ☐ 100%

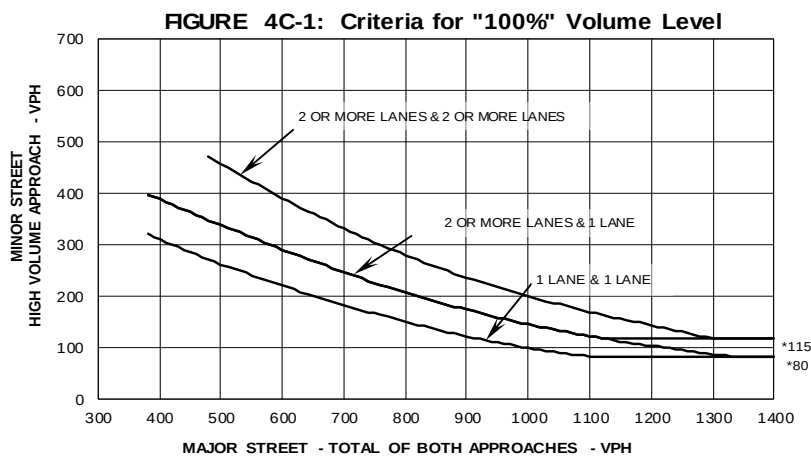
WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

If all four points lie above the appropriate line, then the warrant is satisfied.

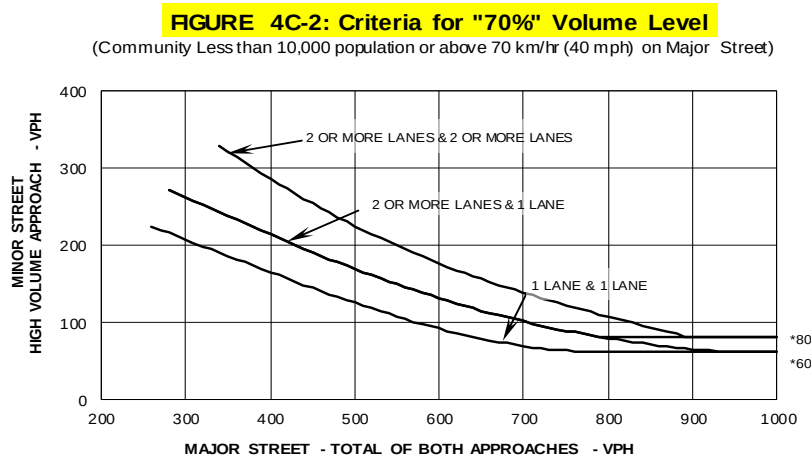
Applicable: ☒ Yes ☐ No
Satisfied: ☐ Yes ☒ No

Plot four volume combinations on the applicable figure below.

Four Highest Hours	Volumes	
	Major Street	Minor Street
9:00 AM	3,582	58
10:00 AM	3,909	62
12:00 PM	4,202	65
1:00 PM	4,202	65
4:00 PM	4,002	47
5:00 PM		



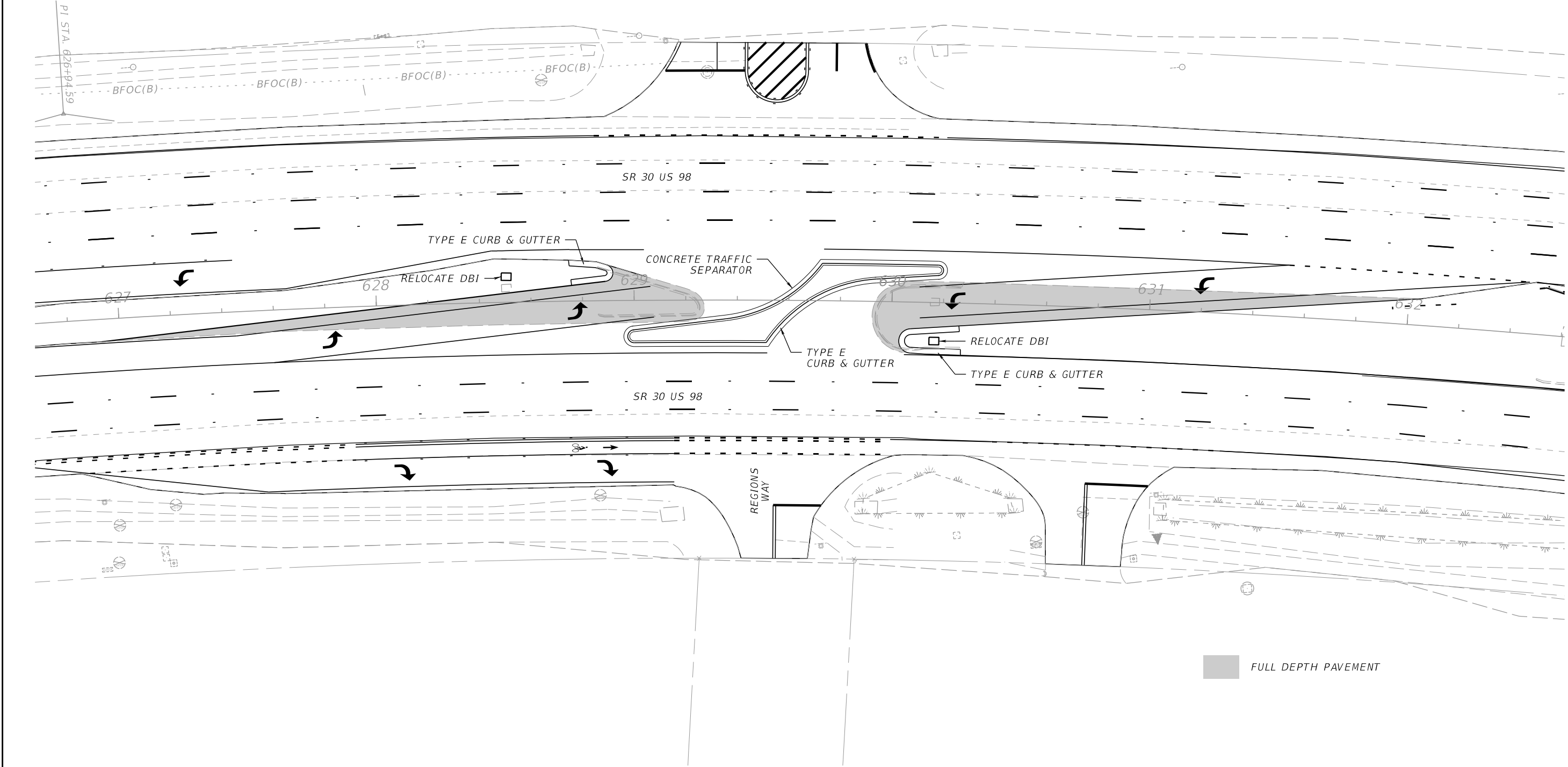
*Note: 115 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 80 vph applies as the lower threshold volume threshold for a minor street approach with one lane.



*Note: 80 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 60 vph applies as the lower threshold volume threshold for a minor street approach with one lane.

Source: Revised from NCHRP Report 457

MUTCD Warrant 7 - Crash Experience							
Major Street <u>S.R. 30 (US 98)</u>		No. of Approach Lanes: <u>3</u>		Engineer Technician: <u>Phillip Kurth</u>			
Minor Street: <u>Regions Way</u>		No. of Approach Lanes: <u>1</u>		Date: <u>5/9/2024</u>			
City: _____			County: <u>Okaloosa</u>				
Major Street 85% speed > 40 MPH Yes (☒) No (☐)			Isolated Community < 10,000 Population Yes (☐) No (☒)				
	Minimum Requirements	Warrant			Met		Fulfilled
			YES	NO	Yes	No	
	1. One of the warrants to the right is met	Warrant #1 - Condition A - Minimum Vehicle Volume (80% satisfied) OR Warrant #1 - Condition B - Minimum Vehicle Volume (80% satisfied) OR Warrant #4 - Pedestrian Volume 80 ped/hr for 4 hrs. or 152 ped/hr for 1 hr		X			X
				X			
				N/A			
AND	2. Adequate trial of less restrictive remedies and enforcement has failed to reduce crash frequency.	Measure tried: Propose Directionalized Median Opening					X
AND	Five or more reported crashes, of types susceptible to correction by traffic signal have occurred within a 12-month period: 2019/6, 2020/18, 2021/6, 2022/5, and 2023/5				X		
Warrant Satisfied Yes (☐) No (☒)							



REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			DIRECTIONAL MEDIAN OPENING		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION							
					ROAD NO.	COUNTY	FINANCIAL PROJECT ID	OPTION 2		2
					SR 30	OKALOOSA	453548-4-52-01			

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